BOARD OF EDUCATION MEETING PACKET

June 24, 2024

7:00pm

Bates Boardroom



Our Vision:

Champion Learning -

Develop, Educate, and Inspire!



BOARD OF EDUCATION MEETING MONDAY, JUNE 24, 2024 – 7:00 P.M. BATES BOARDROOM 2704 BAKER RD. DEXTER MI 48130 734-424-4100

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is time for public participation during the meeting as indicated in the agenda below. Upon request to the Superintendent the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

MEETING AGENDA

| Α. | CA | ΤT | TO | Ω | BD | FR |
|----|----|----|----|----------|----|----|
| A. | CA | LL | 10 | י כטי | ND | LI |

- 1. Roll Call
- **B. MEETING MINUTES** (6/3/2024)
- C. APPROVAL OF AGENDA
- D. BUDGET HEARING

E. SCHOOL PRESENTATIONS

- 1. Reading Data Update
- F. PUBLIC PARTICIPATION (up to ~30

minutes/max 5 per person)

G. ADMINISTRATIVE & BOARD UPDATES

- 1. Superintendent
 - a. Multigenerational and Senior/Wellness Center Update
- 2. Board President
- 3. Student Representatives

H. CONSENT ITEMS

- 1. May Budget Report
- 2. Personnel New Hires
- 3. Personnel Request for Leave

I. ACTION ITEMS

- 1. Thrun Series 3000 First Reading
- 2. BOE Meeting Calendar
- 3. 2023-2024 Budget Amendment
- 4. 2024-2025 Tax Levies
- 5. 2024-2025 Budget Adoption

J. DISCUSSION ITEMS

- 1. Financial Narrative
- **K.** PUBLIC PARTICIPATION (up to ~15 minutes/max 3 per person)
- L. BOARD COMMENTS

M. INFORMATION ITEMS

- 1. Policy Minutes 6/5/2024
- 2. Multigenerational and Senior Center/Wellness Center Executed Agreements
- 3. Roger Sprau Commendation
- 4. May 2024 Nice Job Notes
- 5. Multigen. Committee Minutes 6/5/2024

N. CLOSED SESSIONS

- 1. Negotiations per MCL 15.268(c)
- 2. Supt. Quarterly Evaluation *per MCL* 15.268(h)
- O. ADJOURNMENT

CALENDAR

- *July 22, 2024 Board Meeting 7:00 pm Bates Boardroom
- *August 12, 2024 Board Meeting 7:00 pm Bates Boardroom
- *August 24, 2024 Board Meeting 7:00 pm Bates Boardroom
- *September 3, 2024 First Day of School (half day)

Public Participation Policy 0167.3: Those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

BOARD OF EDUCATION MEETING NOTES JUNE 24, 2024

A. CALL TO ORDER

1. Roll Call

B. MEETING MINUTES

* An appropriate motion might be, "I move that the Board of Education approve the attached meeting minutes from May 20, 2024 as presented/amended."

C. APPROVAL OF AGENDA

Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

* An appropriate motion might be, "I move that the Board of Education approve the agenda as presented/amended."

D. BUDGET HEARING

At this time, the Board President will open the hearing and invite public comment on the 2024-2025 budget.

E. SCHOOL PRESENTATIONS

1. Reading Data Update

Executive Director of Instruction Ryan Bruder will share summary information about district reading progress data.

F. PUBLIC PARTICIPATION (full guidelines at link)

Each speaker is allotted a maximum of 5 minutes for a total of approximately 30 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a <u>public comment form</u> available at the meeting entrance and on our website.

G. ADMINISTRATIVE & BOARD UPDATES

- 1. <u>Superintendent</u>
- a. Multigenerational and Senior/Wellness Center Purchase Update
- 2. <u>Board President</u>
- 3. Student Representatives

H. CONSENT ITEMS

* An appropriate motion might be, "I move that the Board of Education approve the consent items in bulk."

1. May 2024 Budget Report

* If separated, an appropriate motion might be, "I move that the Board of Education receive the May 2024 budget report."

BOARD OF EDUCATION MEETING NOTES JUNE 24, 2024

2. Personnel - New Hires

* If separated, an appropriate motion might be, "I move that the Board of Education offer Erin Harshberger and Catherine Timberlake probationary teaching contracts for the 2024-2025 school year."

3. <u>Personnel - Request for Leave</u>

* If separated, an appropriate motion might be, "I move that the Board of Education approve the extension of Anthony Koch's leave of absence through the 2024-2025 school year,"

I. ACTION ITEMS

1. Thrun Policy Series 3000 - First Reading

Included in your packet this evening is an executive summary and the Thrun Series 3000 policies, sections 3100 and 3400, and 3500. These were reviewed by the policy committee on June 5, 2024.

* An appropriate motion might be, "I move that the Board of Education approve the Series 3000 policies listed in the attached executive summary, all to be effective 8/1/2024, for first reading."

2. <u>BOE Meeting Calendar</u>

On June 3, 2024, the Board reviewed a draft meeting calendar for the 2024-2025 school year. The attached updated calendar is presented for action this evening.

* An appropriate motion might be, "I move that the Board of Education approve the attached 2024-2025 meeting calendar."

3. <u>2023-2024 Budget Amendment</u>

Your packet includes a memo from CFO Christie Bueche regarding the attached 2023-2024 Budget Amendment. Mrs. Bueche will be available to answer any questions.

* An appropriate motion might be, "I move that the Board of Education approve the attached 2023-2024 Budget Amendment."

4. 2024-2025 Tax Levies

Earlier this evening, the Board will have held a public hearing on the 2024 tax rate for all non-homestead properties that will be at 18.0000 mills and the 2024 debt levy on all properties that will be at 8.5000 mills. These levies are described in the attached memorandum from CFO Christie Bueche. Upon recommendation of the finance committee, the Board of Education will act tonight to authorize the tax levies for the 2024-2025 fiscal year.

* An appropriate motion might be, "I move that the Board of Education authorize that 18.0000 mills be levied on non-homestead property in December 2024 and that 8.5000 mills be levied on debt on all property in December of 2024."

BOARD OF EDUCATION MEETING NOTES JUNE 24, 2024

5. 2024-2025 Budget Adoption

Your packet contains the final 2024-2025 budget recommendations from CFO Christie Bueche. These are presented to the Board of Education for approval.

* An appropriate motion might be, "I move that the proposed 2024-2025 budget be adopted."

J. DISCUSSION ITEMS

1. Financial Narrative

This item is presented for discussion only this evening.

J. <u>PUBLIC PARTICIPATION</u> (up to ~ 15 minutes/max 3 per person)

Each speaker is allotted a maximum of 3 minutes for a total of 15 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a <u>public comment form</u> available at the meeting entrance and on our website.

K. BOARD COMMENTS

L. INFORMATION ITEMS

- 1. Policy Minutes 6/5/2024
- 2. Multigenerational and Senior Center/Wellness Center Executed Agreements
- 3. Roger Sprau Commendation
- 4. May 2024 Nice Job Notes
- 5. Multigen. Committee Minutes 6/5/2024

M. CLOSED SESSIONS per MCL15.268(c) and MCL15.268(h)

* An appropriate motion might be, "I move that the Board of Education move into closed session for the purpose of discussing negotiations.

1. <u>Negotiations</u>

- * An appropriate motion might be, "I move that the Board of Education return to open session."
- * An appropriate motion might be, "I move that the Board of Education move into closed session for the purpose of discussing the Superintendent's quarterly evaluation.

2. <u>Superintendent's Quarterly Evaluation</u>

* An appropriate motion might be, "I move that the Board of Education return to open session."

BOARD OF EDUCATION MEETING NOTES JUNE 24, 2024

N. ADJOURNMENT

DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES JUNE 3, 2024

3A. CALL TO ORDER – 7:01pm

1. Roll Call

Members Present: Daniel Alabré, Elise Bruderly, Mara Greatorex, Jennifer Kangas, Dick Lundy, Melanie Szawara; Student Representatives Claire Beneteau and Marty Watson

Members Absent: Brian Arnold

Administrative & Supervisory Staff: Christie Bueche, Ryan Bruder, Barb

Leonard, Craig McCalla, Chris Timmis, Hope Vestergaard

DEA: Jessica Baese

Guests: Bill Ivan, Mike Cipolla, Jennifer Starlin

B. MEETING MINUTES

Elise Bruderly made a motion to approve the meeting minutes from 5/20/2024 as presented. Melanie Szawaras seconded the motion. **Motion Carried (unanimous).**

C. APPROVAL OF AGENDA

Melanie Szawara made a motion to approve the agenda as presented. Jennifer Kangas seconded the motion. **Motion Carried (unanimous).**

D. SCHOOL PRESENTATIONS

Dr. Timmis shared the names of some of the district's longest serving employees and highlighted this year's retirees. Trustees received a booklet with notes from those retirees who chose to write them.

E. **PUBLIC PARTICIPATION** – none

F. ADMINISTRATIVE & BOARD UPDATES

1. <u>Superintendent Update</u>

- a. Dr. Timmis introduced Claire Beneteau as the new student representative. Claire will be an eleventh grader in the fall and has a long-standing interest in government. Trustees introduced themselves and welcomed Claire aboard. Dr. Timmis also administered the oath of office to Claire.
- b. Dr. Timmis noted that graduation went well; girls soccer is the only sport still in competition; one more week of school to go!

2. <u>Board President Update</u>

Mara Greatorex presented Melanie Szawara, Jennifer Kangas, and Daniel Alabré with MSBA Certified Board Member awards. These signal that a board member has completed all of the 100 level board member certification classes.

3. <u>Student Representative Update</u>

Marty Watson noted that the HS seems rather empty without the seniors. Everyone is excited to have just one week of school remaining.

DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES JUNE 3, 2024

G. CONSENT ITEMS

Melanie Szawara made a motion that the Board of Education approve the consent items in bulk. Elise Bruderly seconded the motion. **Motion Carried** (unanimous).

- The Board corrected the 4/29/2024 minutes (approved 5/20/2024) to indicate that for Action Item 3, Elise Bruderly made the motion to approve Series 1000 & 2000 policies for second reading and final approval and Melanie Szawara seconded the motion.
- The Board offered Trey Jenkins a probationary teaching contract for the 2024-2025 school year.

H. ACTION ITEMS

1. Thrun Policy Series 5000 - Second Reading

Melanie Szawara made a motion that the Board of Education approve the Series 5000 policies listed in the attached executive summary, all to be effective 8/1/2024, for second reading and final approval." Elise Bruderly seconded the motion. Roll Call Vote. Motion Carried (unanimous).

2. <u>New DHS Course Proposals</u>

Melanie Szawara that the Board of Education approve new DHS courses *Wood Shop*, and *Systems of Construction*, to be available during the 2024-2025 school year. Jennifer Kangas seconded the motion. **Roll Call Vote. Motion Carried (unanimous)**

3. Naming the Solar Walkway

Jennifer Kangas made a motion that the Board of Education approve the new solar walkway to be named *The Kate Boynton Memorial Walkway*. Dick Lundy seconded the motion. **Roll Call Vote. Motion Carried (unanimous)**

I. DISCUSSION ITEMS

1. 2024-2024 Board Meeting Calendar

Trustees discussed proposed meeting dates and their availability. Preferences will be incorporated and this item will return for approval 6/24/2024.

J. PUBLIC PARTICIPATION - none

K. BOARD COMMENTS

- 1. Mara Greatorex noted that graduation was a wonderful event.
- 2. Daniel discussed reminding students to drink water [since one student passed out]. Dr. Timmis noted the kids were reminded repeatedly.
- 3. There was chatter about considering changing the time of the ceremony to avoid the harsh sun; some comments about changing the day of the week commencement occurs in order to avoid athletic tournaments. Essentially, most days of the week are problematic for one reason or another.

DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES JUNE 3, 2024

L. INFORMATION ITEMS

- 1. SEAB Minutes 5/22/2024
- 2. Nice Job Notes February-April 2024

M. CLOSED SESSION

At approximately 7:36pm, Elise Bruderly made a motion that the Board of Education move into closed session for the purpose of discussing material exempt from disclosure [after a short break]. Melanie Szawara seconded the motion. **Roll Call Vote. Motion** Carried (unanimous)

1. <u>Material Exempt from Disclosure</u>.

At approximately 8:12pm, the Board of Education returned to open session.

At approximately 8:13pm, Jennifer Kangas made a motion that the Board move to closed session for the purpose of discussing negotiations.

2. <u>Negotiations</u>.

At approximately 8:38pm, the Board returned to open session.

N. ADJOURNMENT

Secretary, Board of Education

| At approximately 8:39pm, President Mara Greatorex adjourned the meeting. |
|--|
| MINUTES/hlv |
| |
| Jennifer Kangas |

TO: Board of Education

FROM: Christie Bueche, CFO

DATE: June 24, 2024

RE: 2024-25 Budget Hearing

The Board will hear public comments related to the approval and adoption of the 2024-25 operating budget. The 2024 property tax millage rate proposed to be levied to support the proposed budget is also a subject of this hearing.

The Notice of Public Hearing was advertised in the June 19, 2024 issue of The Sun Times News.

The 2024-25 General Appropriation of the General Fund, General Appropriation of the Food Services Fund, General Appropriation of the Community Service Fund, General Appropriation of the Cooperative Services Fund, and General Appropriation of the Student/School Activity Fund was made available for public inspection at the offices of the Dexter Community Schools, 2704 Baker Rd., Dexter, Michigan, 48130. The detailed backup to the budget was also available.







| Sub Function Code | Amended Budget | Current Month Actual | Actual FYTD | Encumbrances | Budget - Actual | % Rec'd/Spent | Prior Year FYTD |
|--|-------------------------------|----------------------------|-------------------------------|-------------------------|------------------------------|---------------|-------------------------------|
| Fund(COA) 11 - General Fund | | | | | | | |
| Account Type Revenue | | | | | | | |
| Function Code R100 - Local Sources - 100 | 6,487,345.00 | 176,156.32 | 6,366,488.81 | .00 | 120,856.19 | 98 | 5,894,832.03 |
| Function Code R100 - Local Sources - 100 Totals | \$6,487,345.00 | \$176,156.32 | \$6,366,488.81 | \$0.00 | \$120,856.19 | 98 % | \$5,894,832.03 |
| | \$0,407,343.00 | \$170,130.32 | φ0,300,400.01 | φ0.00 | \$120,000.19 | 90 /6 | φ5,694,652.05 |
| Function Code R200 - Non-Education Sources - 200 | 00 | 00 | 00 | 00 | 00 | | 00 |
| Function Code R200 - Non-Education Sources - 200 Totals | .00 \$0.00 | .00 \$0.00 | .00 \$0.00 | .00 \$0.00 | .00 \$0.00 | +++ | .00 \$0.00 |
| Function Code R300 - State Sources - 300 | | | | | | | |
| Tunioni oddo Rood State Courses 300 | 38,283,196.00 | 3,910,951.85 | 29,968,499.98 | .00 | 8,314,696.02 | 78 | 27,664,996.31 |
| Function Code R300 - State Sources - 300 Totals | \$38,283,196.00 | \$3,910,951.85 | \$29,968,499.98 | \$0.00 | \$8,314,696.02 | 78 % | \$27,664,996.31 |
| Function Code R400 - Federal Sources - 400 | | | | | | | |
| | 1,099,130.00 | 282,400.00 | 646,833.00 | .00 | 452,297.00 | 59 | 2,205,833.00 |
| Function Code R400 - Federal Sources - 400 Totals | \$1,099,130.00 | \$282,400.00 | \$646,833.00 | \$0.00 | \$452,297.00 | 59 % | \$2,205,833.00 |
| Function Code R500 - ISD / Other Sources - 500 | | | | | | | |
| | 6,286,069.00 | 17,501.50 | 5,413,409.79 | .00 | 872,659.21 | 86 | 4,085,407.09 |
| Function Code R500 - ISD / Other Sources - 500 Totals | \$6,286,069.00 | \$17,501.50 | \$5,413,409.79 | \$0.00 | \$872,659.21 | 86 % | \$4,085,407.09 |
| Function Code R600 - In from other Funds - 600 | | | | | | | |
| | 402,545.00 | 58,196.99 | 354,453.81 | .00 | 48,091.19 | 88 | 310,912.46 |
| Function Code R600 - In from other Funds - 600 Totals | \$402,545.00 | \$58,196.99 | \$354,453.81 | \$0.00 | \$48,091.19 | 88 % | \$310,912.46 |
| Account Type Revenue Totals | \$52,558,285.00 | \$4,445,206.66 | \$42,749,685.39 | \$0.00 | \$9,808,599.61 | 81 % | \$40,161,980.89 |
| Account Type Expense | | | | | | | |
| Function Code 100 - Instruction Sub Function Code 110 - Basic Functions - 110 | 24.074.226.00 | 2 200 240 47 | 20 452 627 04 | 6.060.45 | 4 540 647 64 | 00 | 20 274 752 20 |
| Sub Function Code 110 - Basic Functions - 110 Sub Function Code 120 - Added Needs - 120 | 24,971,236.00 7,122,240.00 | 2,300,249.17 663,638.37 | 20,453,627.94 5,323,975.97 | 6,960.45 20,085.55 | 4,510,647.61 1,778,178.48 | 82 75 | 20,374,752.38 6,381,177.68 |
| Function Code 100 - Instruction Totals | \$32,093,476.00 | \$2,963,887.54 | \$25,777,603.91 | \$27,046.00 | \$6,288,826.09 | 80 % | \$26,755,930.06 |
| Function Code 200 - Supporting Services | | | | | | | |
| Sub Function Code 210 - Support Services-Pupil - 210 | 6,318,675.00 | 581,797.86 | 5,048,556.52 | 73,405.45 | 1,196,713.03 | 80 | 4,500,448.12 |
| Sub Function Code 220 - Support Services-Instructional - 220 | 2,745,768.00 | 240,890.51 | 2,604,420.76 | 80,035.74 | 61,311.50 | 95 | 2,499,732.96 |
| Sub Function Code 230 - Support Services-Administration - 230 | 830,966.00 | 48,407.63 | 648,906.81 | 192.00 | 181,867.19 | 78 | 701,010.99 |
| Sub Function Code 240 - Support Services-School Admin - 240 | 2,941,349.00 | 247,564.97 | 2,564,345.61 | 2,148.95 | 374,854.44 | 87 | 2,373,524.77 |
| Sub Function Code 250 - Support Services-Business - 250 | 912,353.00 | 57,414.00 | 791,829.75 | .00. | 120,523.25 | 87 | 667,001.16 |
| Sub Function Code 260 - Operations and Maintenance - 260 Sub Function Code 270 - Pupil Transportation - 270 | 5,416,610.00 1,781,479.00 | 425,625.70 | 4,741,290.02 | 169,014.67 25,270.78 | 506,305.31 | 88 90 | 4,220,090.49 1,493,412.49 |
| Sub Function Code 270 - Pupil Transportation - 270 Sub Function Code 280 - Support Services-Central - 280 | 677,288.00 | 158,425.74 47,492.53 | 1,611,286.83 546,742.32 | 12,900.00 | 144,921.39 117,645.68 | 90 81 | 553,164.63 |
| Function Code 200 - Supporting Services Totals | \$21,624,488.00 | \$1,807,618.94 | \$18,557,378.62 | \$362,967.59 | \$2,704,141.79 | 86 % | \$17,008,385.61 |
| Function Code 300 - Community Services | | | | | | | |
| Sub Function Code 320 - Community Recreation - 320 | 208,023.00 | 23,981.56 | 285,287.03 | 26,182.80 | (103,446.83) | 137 | 243,263.52 |
| Sub Function Code 330 - Community Activities - 330 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Sub Function Code 350 - Care of Children - 350 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Sub Function Code 360 - Welfare Activities - 360 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Sub Function Code 370 - Non Public School Pupils - 370 Sub Function Code 390 - Other Community Services - 390 | 7,840.00 .00 | .00 .00 | 950.00 .00 | .00 .00 | 6,890.00 .00 | 12 | 985.00 |
| Function Code 300 - Community Services - 390 Function Code 300 - Community Services Totals | \$215,863.00 | \$23,981.56 | \$286,237.03 | \$26,182.80 | (\$96,556.83) | +++ 133 % | .00 \$244,248.52 |
| · | | φ ∠ ૩,૭٥1.υ0 | φ200,231.03 | φ∠υ, 10∠.0υ | (ಀಀಀ,ಀಀಀ.ಀಀ) | 133 70 | φ244,240.32 |
| Function Code 400 - Facilities Construction & Other Payr | • | 00 | 0.000.00 | 00 | (0.000.00) | | 0.000.00 |
| Sub Function Code 400 - Other Government Agencies - 400 | 00. | .00 \$0.00 | 9,600.00 | .00. | (9,600.00) | +++ | 9,600.00 |
| Function Code 400 - Facilities Construction & Other Payments or Adjustments Totals | \$0.00 | \$0.00 | \$9,600.00 | \$0.00 | (\$9,600.00) | +++ | \$9,600.00 |

Function Code 500-600 - Other Financing Uses





| Sub Function Code | Amended Budget | Current Month Actual | Actual FYTD | Encumbrances | Budget - Actual | % Rec'd/Spent | Prior Year FYTD |
|---|------------------|----------------------|------------------|----------------|-----------------|---------------|------------------|
| Sub Function Code 500 - Debt Service - 500 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Sub Function Code 600 - Fund Modifications - 600 | 1,421,535.00 | .00 | .00 | .00 | 1,421,535.00 | 0 | .00 |
| Function Code 500-600 - Other Financing Uses Totals | \$1,421,535.00 | \$0.00 | \$0.00 | \$0.00 | \$1,421,535.00 | 0 % | \$0.00 |
| Account Type Expense Totals | \$55,355,362.00 | \$4,795,488.04 | \$44,630,819.56 | \$416,196.39 | \$10,308,346.05 | 81 % | \$44,018,164.19 |
| Fund(COA) 11 - General Fund Totals | (\$2 797 077 00) | (\$350 281 38) | (\$1.881.134.17) | (\$416 196 39) | (\$499 746 44) | 67 % | (\$3.856.183.30) |





| Sub Function Code | Amended Budget | Current Month Actual | Actual FYTD | Encumbrances | Budget - Actual | % Rec'd/Spent | Prior Year FYTD |
|---|--------------------------------|----------------------------|--------------------------------|-----------------|------------------------------|---------------|----------------------------|
| Fund(COA) 23 - Community Service Fund | | | | | | | |
| Account Type Revenue | | | | | | | |
| Function Code R100 - Local Sources - 100 | 0.700.747.00 | 267 552 00 | 2 042 650 50 | 00 | (50.040.50) | 100 | 2 707 105 10 |
| Function Code P400 Level Sources 400 Totals | 2,789,717.00 \$2,789,717.00 | 267,553.89 \$267.553.89 | 2,842,659.58 \$2.842.659.58 | .00 \$0.00 | (52,942.58) (\$52.942.58) | 102 | 2,797,105.10 |
| Function Code R100 - Local Sources - 100 Totals | \$2,789,717.00 | \$267,553.89 | \$2,842,659.58 | \$0.00 | (\$52,942.58) | 102 % | \$2,797,105.10 |
| Function Code R300 - State Sources - 300 | | | | | | | |
| | 69,266.00 | 42,409.32 | 49,234.32 | .00 | 20,031.68 | 71 | 6,531.00 |
| Function Code R300 - State Sources - 300 Totals | \$69,266.00 | \$42,409.32 | \$49,234.32 | \$0.00 | \$20,031.68 | 71 % | \$6,531.00 |
| Function Code R400 - Federal Sources - 400 | | | | | | | |
| | 125,000.00 | .00 | 55,074.08 | .00 | 69,925.92 | 44 | 436,547.02 |
| Function Code R400 - Federal Sources - 400 Totals | \$125,000.00 | \$0.00 | \$55,074.08 | \$0.00 | \$69,925.92 | 44 % | \$436,547.02 |
| Function Code R500 - ISD / Other Sources - 500 | | | | | | | |
| rundion code Root 1057 Cirici Courses 500 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Function Code R500 - ISD / Other Sources - 500 Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| F. C. O. I. Book I. Committee F. J. 1000 | | | | | | | |
| Function Code R600 - In from other Funds - 600 | 312,125.00 | .00 | .00 | .00 | 312,125.00 | 0 | .00 |
| Function Code R600 - In from other Funds - 600 Totals | \$312,125.00 | \$0.00 | \$0.00 | \$0.00 | \$312,125.00 | 0 % | \$0.00 |
| Account Type Revenue Totals | \$3,296,108.00 | \$309,963.21 | \$2,946,967.98 | \$0.00 | \$349,140.02 | 89 % | \$3,240,183.12 |
| Account Type Nevenue Totals | φ3,290,100.00 | \$309,903.21 | \$2,940,907.90 | φ0.00 | φ343,140.02 | 09 /0 | φ3,240,103.12 |
| Account Type Expense | | | | | | | |
| Function Code 100 - Instruction Sub Function Code 110 - Basic Functions - 110 | 400 040 00 | 47,000,50 | 400 400 50 | 00 | 00 450 50 | 00 | 404 070 04 |
| Function Code 110 - Basic Functions - 110 Function Code 100 - Instruction Totals | 163,646.00 \$163.646.00 | 17,022.56 \$17.022.56 | 130,193.50 \$130.193.50 | .00 \$0.00 | 33,452.50 \$33.452.50 | 80 80 % | 121,373.31 \$121.373.31 |
| Function Code 100 - Instruction Totals | \$103,040.00 | \$17,022.56 | \$130,193.50 | \$0.00 | \$33,43Z.3U | 80 % | \$121,373.31 |
| Function Code 200 - Supporting Services | | | | | | | |
| Sub Function Code 220 - Support Services-Instructional - 220 | 11,993.00 | .00 | 10,233.00 | .00 | 1,760.00 | 85 | 3,881.81 |
| Sub Function Code 240 - Support Services-School Admin - 240 | 2,767.00 | .00 | 2,048.00 | .00 | 719.00 | 74 | .00 |
| Sub Function Code 250 - Support Services-Business - 250 | 2,252.00 | 46.91 | 818.67 | .00 | 1,433.33 | 36 | .00 |
| Sub Function Code 260 - Operations and Maintenance - 260 Sub Function Code 270 - Pupil Transportation - 270 | 62,550.00 .00 | 3,708.61 .00 | 54,728.85 .00 | 4,000.79 .00 | 3,820.36 .00 | 87 | 58,875.72 .00 |
| Sub Function Code 270 - Pupil Transportation - 270 Sub Function Code 290 - Support Services-Other - 290 | 1,779,256.00 | .00 241,332.16 | 1,557,618.34 | 236,026.87 | .00 (14,389.21) | +++ 88 | .00 1,375,864.40 |
| • | | | , , | , | \ ' / | | |
| Function Code 200 - Supporting Services Totals | \$1,858,818.00 | \$245,087.68 | \$1,625,446.86 | \$240,027.66 | (\$6,656.52) | 87 % | \$1,438,621.93 |
| Function Code 300 - Community Services | | | | | | | |
| Sub Function Code 310 - Community Services Direction - 310 | 306,065.00 | 21,886.69 | 255,266.57 | .00 | 50,798.43 | 83 | 231,687.19 |
| Sub Function Code 320 - Community Recreation - 320 | 227,177.00 | 19,990.60 | 249,499.25 | 8,087.70 | (30,409.95) | 110 | 275,857.05 |
| Sub Function Code 350 - Care of Children - 350 | 1,028,180.00 | 83,523.24 | 999,595.20 | 46.00 | 28,538.80 | 97 | 974,523.05 |
| Sub Function Code 390 - Other Community Services - 390 | 125,000.00 | 36,733.68 | 139,007.03 | .00 | (14,007.03) | 111 | 92,792.38 |
| Function Code 300 - Community Services Totals | \$1,686,422.00 | \$162,134.21 | \$1,643,368.05 | \$8,133.70 | \$34,920.25 | 97 % | \$1,574,859.67 |
| Function Code 500-600 - Other Financing Uses | | | | | | | |
| Sub Function Code 600 - Fund Modifications - 600 | 178,963.00 | 27,015.98 | 177,372.75 | .00 | 1,590.25 | 99 | 173,869.74 |
| Function Code 500-600 - Other Financing Uses Totals | \$178,963.00 | \$27,015.98 | \$177,372.75 | \$0.00 | \$1,590.25 | 99 % | \$173,869.74 |
| Account Type Expense Totals | \$3,887,849.00 | \$451,260.43 | \$3,576,381.16 | \$248,161.36 | \$63,306.48 | 92 % | \$3,308,724.65 |
| Fund(COA) 23 - Community Service Fund Totals | (\$591,741.00) | (\$141,297.22) | (\$629,413.18) | (\$248,161.36) | \$285,833.54 | 106 % | (\$68,541.53) |





| Sub Function Code | Amended Budget | Current Month Actual | Actual FYTD | Encumbrances | Budget - Actual | % Rec'd/Spent | Prior Year FYTD |
|--|----------------|----------------------|----------------|----------------|-----------------|---------------|-----------------|
| Fund(COA) 25 - School Lunch Fund Account Type Revenue Function Code R100 - Local Sources - 100 | | | | | | | |
| | 396,027.00 | 37,077.83 | 332,864.65 | .00 | 63,162.35 | 84 | 888,247.78 |
| Function Code R100 - Local Sources - 100 Totals | \$396,027.00 | \$37,077.83 | \$332,864.65 | \$0.00 | \$63,162.35 | 84 % | \$888,247.78 |
| Function Code R300 - State Sources - 300 | | | | | | | |
| | 1,366,825.00 | 95,633.88 | 947,720.03 | .00 | 419,104.97 | 69 | 114,306.32 |
| Function Code R300 - State Sources - 300 Totals | \$1,366,825.00 | \$95,633.88 | \$947,720.03 | \$0.00 | \$419,104.97 | 69 % | \$114,306.32 |
| Function Code R400 - Federal Sources - 400 | | | | | | | |
| | 723,922.00 | 57,121.31 | 426,652.46 | .00 | 297,269.54 | 59 | 386,107.94 |
| Function Code R400 - Federal Sources - 400 Totals | \$723,922.00 | \$57,121.31 | \$426,652.46 | \$0.00 | \$297,269.54 | 59 % | \$386,107.94 |
| Function Code R500 - ISD / Other Sources - 500 | | | | | | | |
| | 163,625.00 | .00 | 169,212.76 | .00 | (5,587.76) | 103 | 150,486.79 |
| Function Code R500 - ISD / Other Sources - 500 Totals | \$163,625.00 | \$0.00 | \$169,212.76 | \$0.00 | (\$5,587.76) | 103 % | \$150,486.79 |
| Account Type Revenue Totals | \$2,650,399.00 | \$189,833.02 | \$1,876,449.90 | \$0.00 | \$773,949.10 | 71 % | \$1,539,148.83 |
| Account Type Expense | | | | | | | |
| Function Code 200 - Supporting Services | | | | | | | |
| Sub Function Code 210 - Support Services-Pupil - 210 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Sub Function Code 260 - Operations and Maintenance - 260 | 3,728.00 | 188.00 | 3,039.12 | .00 | 688.88 | 82 | 3,532.70 |
| Sub Function Code 290 - Support Services-Other - 290 | 2,457,088.00 | 233,885.74 | 1,974,908.50 | 252,759.97 | 229,419.53 | 80 | 1,361,148.40 |
| Function Code 200 - Supporting Services Totals | \$2,460,816.00 | \$234,073.74 | \$1,977,947.62 | \$252,759.97 | \$230,108.41 | 80 % | \$1,364,681.10 |
| Function Code 500-600 - Other Financing Uses | | | | | | | |
| Sub Function Code 600 - Fund Modifications - 600 | 211,082.00 | 31,181.01 | 177,081.06 | .00 | 34,000.94 | 84 | 136,421.31 |
| Function Code 500-600 - Other Financing Uses Totals | \$211,082.00 | \$31,181.01 | \$177,081.06 | \$0.00 | \$34,000.94 | 84 % | \$136,421.31 |
| Account Type Expense Totals | \$2,671,898.00 | \$265,254.75 | \$2,155,028.68 | \$252,759.97 | \$264,109.35 | 81 % | \$1,501,102.41 |
| Fund(COA) 25 - School Lunch Fund Totals | (\$21,499.00) | (\$75,421.73) | (\$278,578.78) | (\$252,759.97) | \$509,839.75 | 1,296 % | \$38,046.42 |
| | | | | | | | |







| Sub Function Code | Amended Budget | Current Month Actual | Actual FYTD | Encumbrances | Budget - Actual | % Rec'd/Spent | Prior Year FYTD |
|--|---|----------------------|----------------|--------------|-----------------|---------------|-----------------|
| Fund(COA) 27 - Cooperative Activities Fund Account Type Revenue Function Code R100 - Local Sources - 100 | | | | | | | |
| - 4.104.01.004.01.100 | .00 | 264.63 | 4,275.37 | .00 | (4,275.37) | +++ | .00 |
| Function Code R100 - Local Sources - 100 Totals | \$0.00 | \$264.63 | \$4,275.37 | \$0.00 | (\$4,275.37) | +++ | \$0.00 |
| Function Code R200 - Non-Education Sources - 200 | | | | | | | |
| | 754,812.00 | 1.00 | 33,901.38 | .00 | 720,910.62 | 4 | .00 |
| Function Code R200 - Non-Education Sources - 200 Totals | \$754,812.00 | \$1.00 | \$33,901.38 | \$0.00 | \$720,910.62 | 4 % | \$0.00 |
| Function Code R300 - State Sources - 300 | | = 4 | = 0.4.400.40 | | | | |
| | 8,500,000.00 | 51,645.36 | 5,611,100.10 | .00 | 2,888,899.90 | 66 | .00 |
| Function Code R300 - State Sources - 300 Totals | \$8,500,000.00 | \$51,645.36 | \$5,611,100.10 | \$0.00 | \$2,888,899.90 | 66 % | \$0.00 |
| Account Type Revenue Totals | \$9,254,812.00 | \$51,910.99 | \$5,649,276.85 | \$0.00 | \$3,605,535.15 | 61 % | \$0.00 |
| Account Type Expense | | | | | | | |
| Function Code 300 - Community Services | ======================================= | 40 === 0= | | | | | |
| Sub Function Code 390 - Other Community Services - 390 | 505,000.00 | 18,557.35 | 142,357.82 | .00 | 362,642.18 | 28 | .00 |
| Function Code 300 - Community Services Totals | \$505,000.00 | \$18,557.35 | \$142,357.82 | \$0.00 | \$362,642.18 | 28 % | \$0.00 |
| Function Code 400 - Facilities Construction & Other Payn | ments or Adjustments | | | | | | |
| Sub Function Code 400 - Other Government Agencies - 400 | 8,749,812.00 | 8,227.50 | 5,529,427.50 | .00 | 3,220,384.50 | 63 | .00 |
| Function Code 400 - Facilities Construction & Other Payments or Adjustments Totals | \$8,749,812.00 | \$8,227.50 | \$5,529,427.50 | \$0.00 | \$3,220,384.50 | 63 % | \$0.00 |
| Account Type Expense Totals | \$9,254,812.00 | \$26,784.85 | \$5,671,785.32 | \$0.00 | \$3,583,026.68 | 61 % | \$0.00 |
| Fund(COA) 27 - Cooperative Activities Fund Totals | \$0.00 | \$25,126.14 | (\$22,508.47) | \$0.00 | \$22,508.47 | +++ | \$0.00 |





| Sub Function Code | Amended Budget | Current Month Actual | Actual FYTD | Encumbrances | Budget - Actual | % Rec'd/Spent | Prior Year FYTD |
|---|------------------|----------------------|------------------|----------------|-----------------|---------------|------------------|
| Fund(COA) 29 - Student/School Activity Fund Account Type Revenue | | | | | | | |
| Function Code R100 - Local Sources - 100 | 2.289.598.00 | 131,329.34 | 945.304.05 | .00 | 1.344.293.95 | 41 | 982,236.97 |
| | ,, | , | , | | ,- , | | |
| Function Code R100 - Local Sources - 100 Totals | \$2,289,598.00 | \$131,329.34 | \$945,304.05 | \$0.00 | \$1,344,293.95 | 41 % | \$982,236.97 |
| Account Type Revenue Totals | \$2,289,598.00 | \$131,329.34 | \$945,304.05 | \$0.00 | \$1,344,293.95 | 41 % | \$982,236.97 |
| Account Type Expense Function Code R100 - Local Sources - 100 | | | | | | | |
| | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Function Code R100 - Local Sources - 100 Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Function Code 200 - Supporting Services | | | | | | | |
| Sub Function Code 290 - Support Services-Other - 290 | 2,289,598.00 | 61,162.63 | 822,297.88 | 37,976.31 | 1,429,323.81 | 36 | 720,867.43 |
| Function Code 200 - Supporting Services Totals | \$2,289,598.00 | \$61,162.63 | \$822,297.88 | \$37,976.31 | \$1,429,323.81 | 36 % | \$720,867.43 |
| Account Type Expense Totals | \$2,289,598.00 | \$61,162.63 | \$822,297.88 | \$37,976.31 | \$1,429,323.81 | 36 % | \$720,867.43 |
| Fund(COA) 29 - Student/School Activity Fund Totals | \$0.00 | \$70,166.71 | \$123,006.17 | (\$37,976.31) | (\$85,029.86) | +++ | \$261,369.54 |
| Grand Totals | (\$3,410,317.00) | (\$471,707.48) | (\$2,688,628.43) | (\$955,094.03) | \$233,405.46 | 79 % | (\$3,625,308.87) |



MILL CREEK MIDDLE SCHOOL

Ken Koenig, Principal • Brett Pedersen, Assistant Principal 7305 Dexter Ann Arbor Road, Dexter, Michigan 48130 (734) 424-4150 fax (734) 424-4159 koenigk@dexterschools.org • pedersenb@dexterschools.org

To: Dexter Board of Education

From: Ken Koenig and Brett Pedersen

Subject: Mill Creek Teacher Recommendation

Date: June 17, 2024

As a result of our most recent interview process, we would like to recommend Erin Harshberger for our Mill Creek ELA position. Erin exhibited a team-oriented attitude and dedication to supporting students in their learning throughout the interview process. It was evident she enjoys working with kids and has a passion for education.

She has a background that we believe will benefit our students, staff, and community. We are pleased to recommend her for our position.

Interview committee: Brittany Bell, Natalie Park, Lauren Straub, Laura Saulles, Jill Fyke, Chris Hoelscher, Marianne Mutschler, Beth Smith, Brett Pedersen, and Ken Koenig

Erin Harshberger

Teacher and Coach with 5+ years of experience of developing young people through academics and athletics in diverse settings. Data based proven success through accelerating literacy rates in all communities, ranging in socioeconomic status and access to resources. Developed athletic programs that have provided multitudes of opportunities to women for collegiate athletic scholarships.

Professional Experience

English Language Arts and Literacy Teacher (2020 - current): Ann Arbor Public Schools, Detroit Public Schools, Grand Rapids Public Schools

- Developed and implemented Michigan Common Core standard based curriculum for title one education students that increased literacy rates 200%.
- Provide individualized education plans and instructions for diversified learning on a student to student basis, while organizing parent communication and conferences with the social work team.
- Organization and management of 130+ student success plans, school work, and regular weekly parent meetings, staff meetings, and professional obligations.

Field Hockey and Lacrosse Head Coach (2019 - 2021, 2022 - current): Ann Arbor Public Schools

- Created two athletics programs from scratch for female athletes with management of financials, fundraising, and professional development for coaches.
- In a new lacrosse program starting from scratch, doubled program enrollment through outreach and youth summer camps and establishing a women's weightlifting and leadership program.
- Partnered with local organizations and programming to connect low income families with opportunities and scholarships for collegiate athletics.

Program Development for Boys and Girls Club (2018-2020): Grand Rapids, Michigan

- Established year round programming for title one families that provided access to meals, healthcare, education, and athletics for 200+ students between the ages of 5-15.
- Developed basketball programs for high school students to gain game skills, interpersonal communication, leadership skills and connect them to academic and athletic opportunities.
- Hosted community basketball tournaments and events for youth and adult recreational teams to support the local neighborhood through collaboration with companies, small businesses, and the school district.

Education

Grand Valley State University (Graduated December 2021): Grand Rapids, Michigan

Bachelor of Arts in Education, English, and Political Science (concentration in 6-12 Title 1 Education). Honors: Dean's List (GPA: 3.8), Awarded Excellence in Innovation for Education for Class of 2021

Additional Skills:

CAP Coaching Certification, Michigan Teacher's License, New York Teacher's License, video editing, Excel, experience in grant writing, organizational skills, interpersonal skills, leadership skills, proficient in MS office.



MILL CREEK MIDDLE SCHOOL

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To: Dexter Board of Education

From: Ken Koenig and Brett Pedersen

Subject: Mill Creek Teacher Recommendation

Date: June 4, 2024

As a result of our most recent interview process, we would like to recommend Catherine Timberlake for our Mill Creek Special Education position. Catherine exhibited a team-oriented attitude and dedication to supporting students' learning throughout the interview process. It was evident she enjoys working with kids and has a passion for education.

She has a background that we believe will benefit our students, staff, and community. We are pleased to recommend her for our position.

Interview committee: Bill Ivan, Natalie Park, Lauren Straub, Marianne Mutschler, Karen Touchstone, Anna Romano, Julia Arbour, Steve Wincent, Brett Pedersen, and Ken Koenig

Education

April 2024

Post Bacc Teacher Certification K-12 Special Education Learning Disabilities Endorsement Eastern Michigan University

1995

Bachelor of Arts Political Science major Psychology minor Western Michigan University

Skills

- Canvas LMS
- PowerSchool
- Google Productivity Suite
- Microsoft Office
- · Lesson plan development
- Accommodation and Modification
- Crisis Prevention Intervention
- Demonstrated knowledge in all core subjects through 12th grade: English, History, Math (Algebra 1 & 2, Geometry) and Science (Biology, Chemistry, Physics)
- Able to quickly learn new technology, programs, applications

Passions

Equity
Inclusion
Community Involvement

Contact

Catherine Timberlake

Special Education Teacher Learning Disabilities

Experience

January to April 2024

Beach Middle School, Chelsea, Michigan

Student Teaching

Placed in an 8th grade special education classroom. Led one resource hour a day including daily lesson plans. Provided push-in and pull out services in math and English classes. Took an active role in developing and presenting an IEP in collaboration with my cooperating teacher. Collaborated with my cooperating teacher and general education teachers to ensure services were provided to special education students.

O May 2023-November 2023

Chelsea High School, Chelsea, Michigan

Long term substitute Teacher

Served as a long term substitute teacher for high school chemistry and physics classes. Delivered and modified lesson plans, graded all student work, administered and graded assessments including final exams. Responsible for delivery of instruction, classroom management, grading and attendance for the entire first trimester of Fall 2023 for two chemistry classes and two physics classes totaling 110 students.

0 2015-2024

Chelsea High School, Chelsea, Michigan

Paraprofessional

My primary assignment is to assist special education students in a general education classroom. My assistance consisted of a variety of tasks, including locating audio texts for the students, taking notes for students, and reading assignments and exams for them. Learned course content in order to best support students educationally. Encouraged and supported students to complete their assignments. Took direct instruction from my supervisors, classroom teachers, and administrators. Trained in Crisis Prevention Intervention and First Aid including EpiPen administration. Assisted students with recognizing social cues and responding in an appropriate manner. Helped implement behavioral management plans for students. Served as building representative on the district wide Paraprofessional Leadership Team (2020-2023).

O September 2007- December 2007

Jackson College, Jackson, Michigan

Adjunct Instructor

Taught college level Political Science course in an adult mixed age, culturally diverse class. My teaching style incorporated the use of technology and information from current online sources to meet the learning style and needs of the younger students while still connecting with the non-traditional student.

O August 2005- June 2006

Carlsbad Unified School District, Carlsbad, California

Instructional Assistant

Coordinated, scheduled and oversaw computer use in 3 computer labs with a total of 93 workstations in 2 public schools with a combined total of 1,800 students K-8. Responsibilities included maintaining and updating hardware and software for student use, assisting staff with computer-related issues, and assisting teachers with instruction in computer labs. I was also in charge of after-school computer use by middle school students, and assisted them with various school assignments and projects.

O August 2004- June 2005

Coastal Academy, Oceanside, California

Student Supervisor and Volunteer

Duties included lunch hour monitoring of K-8 students, assisting in student activities and conflict resolution, and identifying the need for and administering minor first aid. Assisted in the classroom with reading activities for first grade students.

Volunteer Positions

2016-2019 Parent coordinator of Chelsea Elementary Science Olympiad

2013-2015 Transportation coordinator for Chelsea House Orchestra

2013-2014 Parent volunteer at North Creek Elementary

2011-2013 President/Secretary of the board of Chelsea Cooperative Preschool

Reference

Bill Arons

Special Education Dept. Chair Chelsea High School

Phone: 734-355-4222

Email: barons@chelseaschools.org

Melissa Taylor

Science Teacher Chelsea High School

Phone: 248-672-0969

Email: mtaylor@chelseaschools.org

Kurt Phelps

Special Education Teacher Chelsea High School

Phone: 734-320-0517

Email: kphelps@chelseaschools.org

Adam French

Math Teacher Chelsea High School

Phone: 734-216-9765

Email: afrench@chelseaschools.org

June 7, 2024

Dear Dexter Community Schools Board of Education,

It is with mixed emotion that I respectfully request a one year extension to my leave of absence for the upcoming 2024/2025 school year.

At this time, there is not a financially feasible position available for me, but I would like the opportunity to return to Dexter Community Schools in the future. I have very much enjoyed working in this exceptional district, with the outstanding staff at Wylie Elementary and Creekside Intermediate School, and with all the wonderful students as well.

I appreciate, in advance, your consideration of my request.

Respectfully,

Anthony Koch

Dexter Community Schools Board of Education Executive Summary

June 24, 2024

Purpose: Outline Series 3000 policies presented for first reading

Background:

Series 3000 of the Thrun policy book covers employment policies. The policy committee is working to incorporate some current financial policies into the Thrun templates. The committee met June 5 and completed half of their review; they are scheduled to meet again June 24th to complete the rest.

Attached to this summary is a list of the Thrun Series 3000 (Operation, Finance, and Property) policies that are being presented for first reading tonight.

Recommendation:

The policy committee recommends that the Board of Education approve the policies listed in the attachment for first reading, with all becoming effective August 1, 2024.

| SERIES 3000: OPERATIONS, FINANCE, & PROPERTY | | | | | | | | |
|---|--|---|--|--|--|--|--|--|
| SECTION 3100 GENERAL OPERATIONS | 3113 Social Security Numbers | SECTION 3400 SCHOOL SAFETY & SECURITY | | | | | | |
| 3101 Insurance | 3114 Litigation | 3401 School Cancellation, Delay, and Early Dismissal | | | | | | |
| 3102 Smoking, Tobacco Products, Drugs, and Alcohol | 3115 Nondiscrimination and Retaliation | 3402 Drills, Plans, and Reports | | | | | | |
| 3103 Copyright Compliance | 3116 District Technology and Acceptable Use | 3403 Reporting Accidents | | | | | | |
| 3104 School Cameras and Monitoring | 3117 Intellectual Property | 3404 Communicable Diseases | | | | | | |
| 3105 Visitors and Volunteers | 3118 Title IX Sexual Harassment Policy | 3405 Bloodborne Pathogens | | | | | | |
| 3106 Booster Clubs, PTOs, and Other Support Groups | | 3406 Integrated Pest Management | | | | | | |
| 3107 Use of Detection Dogs | | 3407 Asbestos Management | | | | | | |
| 3108 Service Animals | | 3408 Firearms and Weapons | | | | | | |
| 3109 Curricular Animals | | SECTION 3500 FOIA REQUESTS & RECORDS RETENTION | | | | | | |
| 3110 Data Breach Response | | 3501 Freedom of Information Act | | | | | | |
| 3111 Drones | | 3502 Record Retention | | | | | | |
| 3112 Hours and Days of School Operations | | | | | | | | |



Series 3000: Operations, Finance, and Property

3100 General Operations

3101 Insurance

The Board will purchase insurance as required by law. The Board may purchase other insurance or participate in pools and other forms of risk management as the Board deems appropriate to provide indemnity and defense for the District, Board members, employees, and volunteers. Except for employee medical, optical, and dental insurance, the Board may, but is not required to, solicit bids to purchase insurance. The Board will review its insurance coverages in anticipation of expiration or as otherwise needed.

Legal authority: MCL 124.75; MCL 129.51; MCL 380.11a, 380.601a, 380.632, 380.1227, 380.1236a, 380.1269, 380.1332; MCL 691.1409

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3102 Smoking, Tobacco Products, Drugs, and Alcohol

A. Definitions

- 1. "Electronic nicotine delivery system" includes the components, parts, and accessories of an electronic nicotine delivery system, such as e-liquids, cartridges, atomizers, cartomizers (atomizer plus replaceable fluid-filled cartridge), clearomisers, tank systems, flavors, and vials that contain e-liquids.
- 2. "Illegal drugs" means "controlled substances" under federal or Michigan law, anabolic steroids, human growth hormones or other performance-enhancing drugs, substances purported to be illegal, abusive, or performance-enhancing (i.e., synthetic "look-alike") drugs, or other drugs prohibited by law.
- 3. "Tobacco product" means any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product (except for raw materials other than tobacco used in manufacturing a component, part, or accessory of a tobacco product).
- 4. "Use of tobacco product" means any of the following:
 - a. the carrying by a person of a lighted cigar, cigarette, pipe, other lighted smoking device, or electronic nicotine delivery system;
 - b. the inhaling or chewing of a tobacco product;
 - c. the placing of a tobacco product within a person's mouth; or
 - d. the smoking or use of electronic vapor or other substitute forms of cigarettes, clove cigarettes, other lighted smoking devices, or other electronic nicotine delivery systems for consuming or inhaling tobacco or any other substance.

B. Smoking and Tobacco Products

- The District prohibits the sale, possession, distribution, dispensation, or use of tobacco products, electronic cigarettes, vaporizers, and all electronic nicotine delivery systems on property owned or operated by the District [Choose Option 1 or 2:] [Option 1: and at any District-related event].
- 2. [Option 2: The District may also prohibit the use of these products at District related events.]

C. Drugs





- The District prohibits the sale, possession, distribution, dispensation, or use of illegal drugs on property owned or operated by the District and at any Districtrelated event.
- 2. [Optional: The District prohibits the sale, possession, distribution, dispensation, or use of any products containing cannabidiol (commonly referred to as CBD) on property owned or operated by the District and at any District-related event. The Superintendent or designee will consider exceptions to this prohibition.]
- District personnel should review Policy 4210 for the District's drug- and alcoholfree workplace policy. Students should review Policy 5206 for the student discipline policy.

D. Alcohol

- 1. The District generally prohibits the sale, possession, distribution, dispensation, and use of alcohol on property owned or operated by the District and at any District-sponsored event, except as otherwise provided in this Policy.
- 2. With the written permission of the Superintendent or designee, the District may permit the lawful sale, possession, distribution, dispensation, and use of alcohol on school property if:
 - a. the District building is used for adult education, a senior center, or college extension courses; [or]
 - b. the use or possession of alcohol is part of a generally recognized religious service or ceremony Optional: or
 - c. the use or possession is part of a non-school function. The District will require the entity utilizing school property to furnish evidence of insurance, satisfactory to the District, with the District identified as an additional insured on the policy].
- 3. Any person or entity with the Superintendent's or designee's permission in subsection D.2 must comply with and enforce all applicable laws and regulations and obtain any legally-required permits. See also Policy 3304.
- 4. District personnel should review Policy 4210 for the District's drug- and alcohol-free workplace policy.

Legal authority: 20 USC 6081 et seq.; 21 USC 812, 21 USC 860; 21 CFR 1100.3; MCL 333.7201 et seq., 333.7410, 333.12601 et seq.; MCL 436.1904; MCL 722.642; MCL 750.473; Mich Admin Code R 338.3101 et seq.

Date adopted:







Series 3000: Operations, Finance, and Property

3100 General Operations

3103 Copyright Compliance

A. Use Restrictions

Copyrighted works, including audio, video, images, software, applications, and other documents or media, may be reproduced, distributed, used, or performed only in compliance with copyright law.

B. Copyright Compliance Materials and Training

Upon request, the District will make copyright educational and compliance information available to students and personnel. The District may require an unauthorized user of a copyrighted work to participate in copyright training.

C. Course Materials Subject to Copyright Protection

Course materials may be subject to copyright protection and may not be copied for use outside of their intended educational purpose.

D. Copies for a Person with a Disability

This Policy does not prohibit lawful reproduction or distribution of a copyrighted work in a specialized format to facilitate access by a person with a disability.

E. Removal of an Unauthorized Copyrighted Work

If the District discovers the unauthorized use of a copyrighted work, reasonable steps will be taken to remove, deny access to, and discontinue use of any such work stored in the District's paper or digital files.

F. Violation by Students and Staff

An employee who violates this Policy may face disciplinary action, including discharge. A student who violates this Policy may face disciplinary action, including permanent expulsion. A person who subjects the District to liability for copyright infringement, including but not limited to direct, contributory, or vicarious infringement, may be required to reimburse the District for all costs related to that infringement.

Legal authority: 17 USC 101 et seq.

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3104 School Cameras and Monitoring

The District may monitor any building, facility, property, bus, or vehicle with video recording equipment other than areas where a person has a legally recognized and reasonable expectation of privacy (e.g., restrooms and locker rooms). Except in those areas, a person has no expectation of privacy.

- A. The District will not use video recording equipment that also records audio, except in the following situations:
 - an open session Board meeting;
 - a District or District-sponsored athletic event or performance;
 - a graduation ceremony;
 - assigned coursework requiring audio recording capability;
 - [List other specific circumstances (discuss with legal counsel)] on school buses;
 or
 - any other lawful circumstance, if approved by the Superintendent or designee.
- B. The District may use video recordings for any lawful purpose, including student or employee discipline, assisting law enforcement, or investigations.
- C. Audio and video recordings by students are addressed in Policy 5805, and audio or video recordings of parent/guardian and student meetings are addressed in Policy 5806.

Legal authority: 18 USC 2510 et seq.; MCL 750.539a, 750.539c, 750.539d

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3105 Visitors and Volunteers

Visitors and volunteers, including parents/guardians, may access the District's property subject to all applicable Policies. The District may deny such access for any lawful reason.

A. Visitors

- 1. A person may not enter or remain on the District's property if prohibited by law.
- 2. [Optional: A person visiting a school building during instructional hours must first report to the building's main office. In the Superintendent's or building principal's discretion, a visitor may be required to sign in, present a form of identification, explain the visitor's purpose, wear a visitor badge, and be escorted while on District property. District personnel that discover a visitor who has not reported to the building's main office will promptly direct the visitor to the building's main office.]
- 3. The District may require advance notice from a person who desires to observe classroom instruction. See also Policy 5401.
- 4. The building principal or designee may permit a parent/guardian who is a registered sex offender to visit District property to participate in or attend his or her child's school activities. The building principal or designee may require the parent/guardian to comply with other conditions upon visitation, including: a check-in/check-out system, an employee escort while on District property, and a requirement to leave District property immediately upon conclusion of the child's activity.

B. Volunteers

- 1. A person desiring to volunteer must provide information to the District, including that person's name, address, telephone number, and a form of identification.
- 2. The District may lawfully require a volunteer to complete an application and consent to a background check as described in Policy 4205.
- 3. Volunteering is a privilege, not a right. A person does not have any right to volunteer or to perform any particular volunteer assignment. Superintendent or designee will assess a volunteer's capabilities and determine the appropriate volunteer assignment. The Superintendent or designee may reject a volunteer's request or deny or terminate a volunteer's assignment at any time for any reason that is not unlawful.
- 4. Volunteer Drivers





- a. A volunteer may only drive a District vehicle with approval of the Superintendent or designee and in compliance with all applicable laws. For purposes of this subsection B.4, a "District vehicle" is a vehicle owned or leased by the District, including a school bus, and a "private vehicle" is any vehicle that is not a District vehicle.
- b. [Optional: With the Superintendent or designee's approval, District personnel, an approved volunteer, or a student's parent/guardian may transport students to and from a school or school-sponsored event in a private vehicle.]
- c. Except in an emergency, before a student rides in a private vehicle, the driver must have permission from the student's parent/guardian to transport the student to or from the school or applicable event. Permission must be in writing if the driver is using a vehicle with a manufacturer's rated seating capacity of 11 or more passengers.
- d. A volunteer driver must:
 - hold a valid driver's license appropriate for the vehicle;
 - if required by law, hold a valid chauffeur's license; and
 - for a private vehicle, provide to the Superintendent or designee's satisfaction proof of insurance, [Optional: safe driving record,] and proof of the vehicle's lawful registration.
- e. A volunteer driver is responsible for any loss, damage, cost, and liability related to the driver's operation of a District vehicle or private vehicle.

| Legal authority: MCL 28.721 | et seq.; MCL | 257.6, | 257.1807; MCL | 380.1137, | 380.1230 |
|-----------------------------|--------------|--------|---------------|-----------|----------|
| 380.1230a-h | | | | | |

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3106 Booster Clubs, PTOs, and Other Support Groups

The Board recognizes the important role of parent/guardian groups, booster clubs, parent/guardian-teacher organizations ("PTOs"), and other organizations that support District programs and activities ("support groups"). This Policy clarifies the relationship between the District and support groups.

A. General Rules

- 1. A support group must comply with applicable laws, Policies, administrative guidelines, and internal procedures.
- 2. A support group is required to submit to the District Form 3106-F annually, whether a new or existing support group.
- 3. A support group will indicate on Form 3106-F whether it has completed the criteria to be designated as an external support group, as defined below. The Superintendent or designee, in his or her sole discretion, may designate a support group as an internal or external support group based on information provided and as defined below.

B. Internal Support Groups

- An internal support group is a group of individuals, including parents/guardians, community members, and advisors, which is approved to operate within the District (e.g., internally conducted class or club fundraisers). An internal support group's activities require prior written approval of the Superintendent or designee.
- 2. Funds raised by an internal support group are public funds that must be deposited with the District, and any related expenditure must be approved by the Superintendent or designee.
- 3. The Board may revoke the approval of an internal support group at any time.

C. External Support Groups

- 1. An external support group is a group, separate from the District, that supports the District's programs and activities (e.g., booster clubs, both athletic and non-athletic, and PTOs). Unless the District agrees in writing, an external support group's activities are not District sponsored.
- 2. Funds raised by an external support group are not public funds and may not be held by, or deposited with, the District. An external support group must maintain a separate bank account and adopt written accounting procedures.





- 3. The District strongly encourages external support groups to seek the advice of legal counsel and form a separate legal entity.
- 4. The Superintendent or designee may request informational documents for verification purposes, including its accounting procedures, bylaws, insurance, and state or federal filings. The District's request and review of documentation is not an endorsement of its accuracy or legal sufficiency.
- 5. An external support group is prohibited from using the District's tax identification or employer identification number.
- 6. An external support group is not an agent of the District and may not represent that it is an agent of, or legally related to, the District.
- 7. An external support group may not represent or suggest that the District sponsors, endorses, or approves a fundraiser, annual participation fee, or solicitation without the District's written consent.

D. Violations

If a support group violates this Policy, the District may:

- 1. prohibit the group from using District facilities, soliciting funds on District property and at District-sponsored events, or using the District's name and logo; or
- 2. take any other action deemed appropriate by the Board.

| | Legal authority: I | MCL 380 11a | 380 601a | MCI 400 293 |
|--|--------------------|-------------|----------|-------------|
|--|--------------------|-------------|----------|-------------|

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3107 Use of Detection Dogs

The District may use a detection dog, without a warrant or consent, to sniff property in an effort to locate illegal drugs or contraband according to the protocol below. A detection dog will not be used to search a person unless a warrant or appropriate consent has been obtained before the search or the search is otherwise authorized by law or Policy.

A. Protocol for Use of a Detection Dog

- A detection dog is only permitted on District property with prior written permission of the Superintendent or building principal or pursuant to a court order. If law enforcement seeks to bring a detection dog onto District property to comply with a court order, the Superintendent or building principal will request and retain a copy of the court order.
- 2. A detection dog must be properly trained and reliable and must be handled by a law enforcement officer or other person qualified to handle the dog.
- 3. The Superintendent or building principal will determine the location(s) where a detection dog will be used, in the absence of a warrant or court order specifying such location(s).
- Students and staff may be informed over the public address system and may be directed to remain in place or relocate to a different area during the use of the detection dog.
- 5. If a detection dog alerts on a person's property, the alert will constitute reasonable suspicion for a District administrator to search the property.
 - a. The administrator may first seek the person's consent to search the property.
 - b. Absent consent, a search must be justified at its inception and reasonable in scope.
 - c. All searches of students must comply with Policy 5103, and the student's parent/guardian will be notified of the search as soon as practicable after the search concludes.
 - d. If the driver of a vehicle on which a detection dog has alerted refuses to unlock the vehicle, the matter will be promptly referred to law enforcement. The driver may also be subject to discipline.
- 6. Anything found in the course of a search that is evidence of a violation of Policy, school rules, handbook, or federal or state law may be seized and admitted as





evidence in any disciplinary proceeding. A District administrator will tag and identify any illegal drug, dangerous weapon, and other illegal item and promptly turn it over to law enforcement.

B. Notice to Students and Staff

The District will provide written notice to students and staff about this Policy as soon as practicable after its adoption by the Board and at the beginning of each school year.

Date Adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

Note: identical to current Service Animals Policy

3108 Service Animals

The District will permit a person with a disability to be accompanied by a service animal in all areas of the District's facilities where members of the public, invitees, or participants in District services, programs, or activities are permitted.

A. Definition

A "service animal" means any dog that is individually trained to perform tasks for the benefit of a person with a disability. A dog whose sole purpose is to deter crime or whose mere presence is to provide emotional support or comfort to the person with a disability is not a service animal.

Except as provided by law, other animals are not service animals for purposes of this definition. Under certain circumstances, the District will permit a person with a disability to be accompanied by a miniature horse in District facilities if the horse has been individually trained to perform tasks for the benefit of the person with a disability.

The work or tasks performed by a service animal must be directly related to the person's disability. The service animal must be trained to take a specific action when needed to assist the person with a disability. Examples of work or tasks include, but are not limited to:

- assisting blind or low vision persons with navigation and other tasks;
- alerting deaf or hard of hearing persons to the presence of people or sounds;
- providing non-violent protection or rescue work;
- pulling a wheelchair;
- assisting a person during a seizure;
- alerting persons to the presence of allergens, the onset of a seizure, or high/low blood sugar levels;
- retrieving items such as medicine or a telephone;
- providing physical support and assistance with balance and stability to persons with mobility disabilities; and





 helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

B. Admission of Service Animals

A student or employee with a disability who desires to be accompanied by a service animal at school is encouraged, but is not required, to notify the District in writing at least 10 school days or as soon as is practicable before bringing the service animal to school. The District may provide a form for this purpose.

If a student or employee desires to be accompanied by a service animal during school or work and the student or employee will not be the animal's handler, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler. The District will permit the person with a disability to be accompanied by a service animal in District facilities without that handler.

C. Inquiries

District officials may ask the person with a disability or the service animal's owner or handler the following questions to the extent the answers to the questions are not readily apparent:

- Is the service animal required because of a disability?
- What type of work or task has the service animal been trained to perform?

District personnel will not inquire about the nature or extent of the person's disability. District personnel also may not require documentation that the service animal is certified, trained, or licensed as a service animal, nor may District personnel require the service animal to demonstrate its task or work.

If a local ordinance or the public health department requires that dogs be vaccinated, registered, or licensed with the county or other authority, the District may require proof that a service animal meets those requirements.

D. Charges, Fees, and Liability

The District may not ask or require a person with a disability to pay the District to be accompanied by a service animal on District property. The District may charge the service animal's owner for damages to District property caused by the service animal to the extent it charges other persons for damages caused to District property.

The owner of the service animal is solely responsible and liable for any damage to District property or injury to persons caused by the animal.

E. Care and Supervision of Service Animal





The person with a disability or the service animal's handler is responsible for the care and supervision of the service animal at school, including, toileting, feeding, grooming, veterinary care, and exercising. The District is not responsible for supervising or otherwise caring for a service animal unless required by law.

F. Control of Service Animal

A service animal must be under the control of its handler at all times. A service animal must be on a harness, leash, backpack, or other tether unless the person's disability prevents the use of the device or the device interferes with the service animal's safe and effective performance of work or tasks. In this case, the person with a disability or the handler must use voice, signal, or other effective means to maintain control of the service animal.

G. Exclusion of Service Animal

The District may exclude a service animal from District property or functions if:

- the animal is out of control and the handler does not take effective action to control it;
- the animal is not housebroken;
- the animal poses a direct threat to the health or safety of others; or
- the animal's presence fundamentally alters the nature of the District's programs, services, or activities.

If District officials determine that the service animal should be excluded from District facilities for one of the above reasons, the person with a disability (or the parent/guardian of a student with a disability) will be notified of the determination, asked to remove the service animal immediately, and given an opportunity to respond to the District's concerns. If a District official determines to exclude a service animal, he or she shall notify the owner in writing and provide a copy of the District's Section 504/ADA grievance procedures. The person with a disability shall be given the opportunity to participate in the District service, program, or activity without the service animal.

H. Allergies

Allergies to pet dander and the fear of dogs are not valid reasons to exclude a service animal from District facilities. A person who has a concern about a service animal's presence in District facilities should contact the building administrator or the District's Section 504/ADA Coordinator.

I. Denial of Access and Grievance





If a District official denies a request for access of a service animal, the person with a disability or his/her parent/guardian may file a written grievance with the District's Section 504/ADA Coordinator.

Nothing in this Policy diminishes any right a person with a disability may have to be accompanied by a service animal or other assistance animal in District facilities or at District events under other federal or state laws.

J. Non-Service Animals

Animals on District property that are not service animals as defined by the ADA, such as pets or emotional support animals, are not covered by this Policy. See Policy 3109.

Legal authority: 28 CFR 35.136; MCL 287.291

Date adopted:





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3100 General Operations

3109 Curricular Animals Note: Identical to current policy

An animal is not allowed on District property except as provided in this Policy, Policy 3108, with the Superintendent's or designee's approval, or as otherwise required by law. Nothing in this Policy diminishes any rights a person with a disability may have to be accompanied by a service animal or other therapy animal on District property. If an animal's handler is not a student or employee, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler.

A. Use of Animals for Instructional Purposes

An animal that supports a District program or curriculum or that is otherwise used for instructional purposes is allowed on District property with the Superintendent's or designee's prior written permission.

It shall be the responsibility of the building's Principal or their designee to develop a plan of care for those animals housed in District buildings in the event of a school closing (i.e., snow day, breaks). Animal-specific guidelines established by the Centers for Disease Control must be followed at all times.

B. Therapy Dogs

1. Definition of Therapy Dog

A "therapy dog," differs from an "emotional support animal," "comfort animal," or "companion animal." Therapy dogs are not "service animals" under the Americans with Disabilities Act (ADA) or Board Policy. Therapy dogs are those that have been:

- a. individually trained and certified by an approved therapy dog training organization;
- b. engaged in animal assisted activities and interactions under the direct supervision of a handler; and
- c. managed by a handler who has been individually trained, evaluated, and registered with their therapy dog to provide animal assisted activities and animal-assisted interactions on District property.

A therapy dog must be well-behaved and have a temperament that is suitable for interaction with students and other persons in a public school. A therapy dog is the personal property of its owner, not the District.

2. Standards and Procedures for Therapy Dogs





The following requirements must be satisfied before a therapy dog is allowed on District property:

- a. Request. An owner who wants to bring a therapy dog on District property must submit a written request to the Superintendent or designee. The request must be renewed each school year or whenever a different therapy dog will be used.
- Training and Certification. The owner must submit any training or certification information requested by the Superintendent or designee. Any certification required by the District must remain current at all times.
- c. Health and Vaccination. The therapy dog must be clean, well-groomed, in good health, house broken, and immunized against diseases common to such animals. The owner must submit proof of current required licensure from the county or other licensing authority and proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian, if applicable.
- d. Control. A therapy dog must be under the owner's or handler's control at all times.
- e. Handler. If the therapy dog's handler is a District employee, the therapy dog will not interfere with the employee's primary job responsibilities.
- f. Ownership. Therapy dogs may be provided by a third party, or independently owned by a District employee. If owned by a District employee, the therapy dog must meet the standards of health described above at the owner's expense. Required training for accreditation must be at the owner's expense. The District bears no financial responsibility for the care or feeding of the therapy dog. The District is not responsible for providing any care, supervision, or assistance of the therapy dog.
- g. Transportation. Animals, other than service animals, are not to be transported on school buses. It is the responsibility of the therapy dog's handler to transport the dog to and from school property.
- h. Identification. The therapy dog must wear appropriate identification identifying it as a therapy dog.
- No Disruption. The therapy dog's behavior must not disrupt the educational process.
- j. Health/Safety. The therapy dog must not pose a health or safety risk to any student, employee, or other person.
- k. Supervision/Care of Therapy Dogs. The owner or handler is responsible for the supervision and care of a therapy dog, including feeding, exercising, and clean up while the dog is in a District building or on District property.

The District is not responsible for providing any supervision, care, or assistance for a therapy dog.

- Authorized Area(s). The owner or handler will only allow the therapy dog to be in those areas that have been pre-authorized by the Superintendent or designee.
- m. Insurance. The owner or handler must submit a copy of an insurance policy that provides liability coverage for any damage or injury caused by the therapy dog while on District property.

3. Exclusion or Removal from School

A therapy dog may be excluded from District property if the Superintendent or designee determines that:

- a. the handler does not have control of the dog;
- b. the dog is not housebroken;
- c. the dog presents a direct and immediate threat to others; or
- d. the dog's presence otherwise disrupts the educational process.

The owner or handler must remove the therapy dog from District property immediately upon such a determination.

4. Allergic Reactions

If any student or employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the owner or handler must remove the dog to a different location designated by the Superintendent or designee.

5. Damages to District Property and Injuries

The owner of a therapy dog is solely responsible and liable for any damage to property or injury to persons caused by the therapy animal.

C. Emotional Support Animals

An "emotional support animal" is an animal that has not been individually trained to perform a specific job or task for a person with a disability, but its presence provides comfort or emotional support to others. Emotional support animals are not "service animals" under the ADA or Board Policy.

An emotional support animal is not allowed on District property except as otherwise required by law.

Legal authority: 28 CFR 35.136





Date adopted:





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3100 General Operations

3110 Data Breach Response

"Data breach," as used in this Policy, means "a breach of the security database" as defined in the Michigan Identity Theft Protection Act.

If the District experiences a data breach, the Superintendent or designee, with the assistance of other staff or consultants as necessary, must do the following:

A. Assess and Investigate the Data Breach

- 1. Make a reasonable effort to identify the cause of the data breach and secure known access points.
- 2. Promptly conduct a reasonable investigation to determine the extent of the data breach and the identity of persons whose personal information has been compromised. The investigation will include, to the extent possible, an assessment of the software, hardware, and physical documents that were accessed; which personnel and third parties had access to the compromised data; and what specific information was compromised.
- Contact legal counsel, insurance carriers, and any other person or consultant necessary to investigate the cause of or response to the data breach. If appropriate, the Superintendent or designee may also contact law enforcement.

B. Notifications Involving Michigan Resident Data

1. Promptly notify:

- a. each Michigan resident whose personal information was accessed, including encrypted information, if the person accessing the information also had unauthorized access to the encryption key; and
- b. any other person or organization that owns or licenses data subject to a data breach affecting a Michigan resident.

2. Notices must:

- a. be in writing;
- describe the data breach in general terms, the type of personal information accessed in the data breach, the District's response to protect data from further breaches, and remind the affected person of the need to remain vigilant for incidents of fraud and identity theft;







- c. include the District's telephone number and any other telephone number where the recipient may receive additional information; and
- d. whenever possible, be mailed to the postal address of the affected person.
- C. If a data breach or other digital intrusion compromises information of a non-Michigan resident, comply with the data breach notification law of that resident's state.

Legal authority: MCL 445.63, 445.72

Date adopted:







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3100 General Operations

3111 Drones

The District seeks to provide a safe learning environment, limit distractions, and protect the privacy of students and employees. Drone operation may threaten those objectives. A drone may be operated on District property only in accordance with this Policy.

As used in this Policy, a "drone" is an unmanned aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

The Board also prohibits the operation of a sUAS (drone) on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Michigan High School Athletic Association (MHSAA). District officials may deny admission or entry to anyone attempting to use a sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

A. Approval of Drone Use

Except as provided in subsection B.2.b., drone operation on District property must be approved in writing by the Superintendent or designee.

B. Use Requirements

- A drone must weigh less than 55 pounds, including the weight of anything attached to the drone. A drone exceeding this weight restriction may not be operated on District property absent FAA approval.
- 2. A drone may be used:
 - a. for recreational purposes. Recreational purposes is broadly construed to refer to any drone use that is not for:
 - i. compensation;
 - ii. furtherance of a business: or
 - iii. instructional purposes.
 - b. by a student if the use is a component of an approved curriculum. A drone may be used by personnel if the use is incidental and secondary to a student's permitted co-curricular use.
 - c. for commercial purposes in accordance with FAA regulations and requirements.
- 3. A drone operator must:



current policy.



- a. abide by safety guidelines of a community based organization;
- b. maintain a visual line of sight with the drone for the duration of the use;
- c. not interfere with manned aircraft operations;
- d. not operate the drone more than 400 feet above ground level;
- e. not use the drone in a manner that would violate another person's reasonable expectation of privacy (e.g., via recording, broadcasting, or otherwise) or endanger people, vehicles, or District property; and
- f. comply with applicable law.
- C. Disclaimer of Damages and Liability

The District will make a reasonable attempt to retrieve drones that have landed in an area accessible only by authorized District personnel. The District is not responsible for any damaged or lost drones or damages arising out of a drone operator's use of a drone on District property.

D. Violations and Unauthorized Use

A person who violates this Policy may be referred to law enforcement, directed to discontinue use, and denied future requests for drone operation. A student or employee who violates this Policy may also be subject to discipline.

Legal authority: 14 CFR Part 107

Date adopted:







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3100 General Operations

3112 Hours and Days of School Operations

The Board will adopt a calendar for each school year that, except as allowed by law, is consistent with the ISD common school calendar. The Board will include sufficient instructional time to satisfy minimum requirements for full funding under State School Aid Act Section 1701 and to comply with contractual obligations and all other legal duties. The calendar may be amended as permitted by law. By August 1 of each year, the Board will certify to MDE the number of hours of pupil instruction in the previous school year.

As provided by law, the District may apply to the State Superintendent to except any District year-round or trimester program from the ISD-established common school calendar.

Legal authority: MCL 380.1175, 380.1284, 380.1284a, 380.1284b; MCL 388.1701

Date adopted:







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3113 Social Security Numbers

The District's use, storage, and transmission of social security numbers will comply with this Policy and applicable law. As used in this Policy, "social security number" means more than 4 sequential digits of a person's social security number.

A. Social Security Number Confidentiality

- 1. District personnel may access another person's social security number only to the extent necessary to perform District job duties.
- 2. Any physical, non-digital document or physical copy of a digital document, containing a person's social security number, if practical, should be stored in a secure area when not in use.
- Any application, software program, electronic document, or other digital means through which a person has access to a social security number must be password protected.
- 4. District personnel and Board members will not intentionally disclose a social security number or a document containing a social security number to another person unless (a) that person is authorized to receive social security numbers under subsection B of this Policy, or (b) the disclosure is necessary to comply with applicable law, subpoena, or court order.
- To share a document containing a social security number with a person not authorized to receive a social security number under subsection B, District personnel must make reasonable efforts to redact social security numbers from the document.
- 6. District personnel authorized to receive social security numbers will make reasonable efforts to destroy each document containing a social security number when it is no longer needed by shredding or incinerating it, subject to record retention requirements. See Policy 3502.
- 7. The District will not display a social security number on its checks.
- B. District Personnel Authorized to Receive Social Security Numbers
 - 1. The following persons may receive a social security number in the course of performing their duties:
 - Superintendent;
 - Chief business official;





- Chief human resources official;
- [List others] Business office staff as needed per position.
- 2. If District personnel or a Board member encounters a document in the District's possession containing a social security number of another person in the course of performing District duties, that person should give the document to a person authorized to receive social security numbers.

C. FOIA Requests

The District will make reasonable efforts to redact social security numbers from all documents produced in response to a FOIA request.

D. Penalties

- A Board member who knowingly violates this Policy may be censured by the Board.
- 2. An employee who knowingly or negligently violates this Policy may be subject to discipline. See Policies 4309, 4408, 4506, and 4607.

Date adopted:







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3114 Litigation

To initiate a lawsuit against the District, a person must serve the summons and complaint on the President, Secretary, or Treasurer and in compliance with applicable court rules. The District will promptly notify its insurance carrier of litigation against the District when appropriate. For threatened, pending, or anticipated litigation, the District will retain records in accordance with Policy 3502.

Legal authority: Fed R. Civ. Pro. 4; MCL 380.1641; MCR 2.105

Date adopted:





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3115 Nondiscrimination and Retaliation

The District does not discriminate on the basis of race, color, national origin, religion, sex (including pregnancy, gender identity, or sexual orientation), marital status, disability, or any other legally prohibited basis in admission or access to District programs and activities.

- A. Employee complaints of unlawful discrimination (including harassment) and unlawful retaliation are governed by Policy 4104. Employee complaints of Title IX sexual harassment are governed by Policy 3118.
- B. Student complaints of unlawful discrimination (including harassment) and unlawful retaliation are governed by Policy 5202. Student complaints of Title IX sexual harassment are governed by Policy 3118.
- C. A contractor, volunteer, visitor, employee acting outside the scope of employment, or other non-student who believes he or she has been the subject of, or is otherwise aware of, unlawful discrimination (including harassment) or unlawful retaliation must timely file a good faith complaint alleging unlawful discrimination (including harassment) or unlawful retaliation using Form 4104-F with the Superintendent or, if a complaint is against the Superintendent, with the Board President. A complaint of unlawful discrimination (including harassment) or unlawful retaliation will be promptly and thoroughly investigated. The Superintendent or Board President will forward the complaint to one of the following, as applicable:
 - 1. Title IX Coordinator;
 - 2. Section 504 Coordinator; or
 - Civil Rights Coordinator.
- D. Any person may also contact the Office for Civil Rights, U.S. Department of Education ("OCR"), by email at OCR.Cleveland@ed.gov, by telephone at (216) 522-4970, or by fax at (216) 522-2573 regarding compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws for which OCR has jurisdiction.
- E. A contract to which the District is a party shall be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex (including pregnancy, gender identity, or sexual orientation), age, height, weight, and marital status.





Legal authority: 20 USC 1681 et seq.; 29 USC 701 et seq.; 38 USC 4301-4335; 42 USC § 2000d et seq., 42 USC 12101 et seq.; Const 1963, art 1, § 26; MCL37.1101 et seq., 37.2101 et seq., 37.2209

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3116 District Technology and Acceptable Use

The Board will provide students, staff, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, in a manner that encourages responsible use. Any use of District technology resources that violates federal or state law is expressly prohibited.

A. Children's Internet Protection Act

The Board complies with the Children's Internet Protection Act ("CIPA") and directs its administration to:

- 1. Monitor minors' online activities and use technology protection measures on the District's computers with internet access to block minors' access to visual depictions that are obscene, constitute child pornography, or are harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - a. taken as a whole and as to minors, appeals to a prurient interest in nudity, sexual acts, or excretion;
 - depicts, describes, or represents, in a patently offensive way as to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - c. taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- 2. Use technology protection measures on the District's computers with internet access to block all access to visual depictions that are obscene or that constitute child pornography. The technology protection measures may be disabled by authorized personnel during adult use to enable access to bona fide research or for other lawful purposes. The Superintendent or designee will determine which District personnel are authorized to disable the protection measures.
- 3. Educate minors about appropriate online behavior, including interacting with other people on social networking websites and chat rooms, as well as cyberbullying awareness and response.
- 4. Prohibit access by minors to inappropriate matter on the internet.
- 5. Prohibit unauthorized access, including hacking and other unlawful online activity by minors.

- 6. Prohibit the unauthorized disclosure, use, and dissemination of personal identification information about minors.
- 7. Restrict minors' access to materials that are inappropriate for minors. The Board defines materials that are "inappropriate for minors" to include [the following is suggested language but the Board has discretion to define "inappropriate for minors": obscene depictions, child pornography, and any other material harmful to minors.
- 8. Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee will take steps necessary to implement this Policy and to otherwise comply with CIPA.

B. Acceptable Use Agreement

The Superintendent or designee will develop, review, and revise as necessary an acceptable use agreement that must be signed before a user is provided access to the District's technology resources. Different acceptable use agreements may be developed based on the user's status. At a minimum, the Superintendent or designee will develop an acceptable use agreement to be signed by each of the following groups:

- adult users, including employees, volunteers, and Board members;
- students in grades 7 and above and their parent/guardian; and
- students in grades 6 and below and their parent/guardian.

The acceptable use agreement must be consistent with this Policy and must include, at a minimum, all of the following:

1. A statement that:

- a. use of District technology resources is a privilege that may be revoked at any time;
- b. a user has no expectation of privacy when using District technology resources:
- c. District technology resources use may be monitored by the District and that the use may be subject to FOIA or disclosure in litigation;
- d. District technology resources may not be used to bully, harass, or intimidate others:
- e. misuse of District technology resources may result in loss of access to the resources and potential disciplinary action; and





- f. the District does not guarantee that the District's technology resources will be error free or uninterrupted.
- 2. Provisions to protect the integrity of District technology resources, including a requirement that each user only access the resources by using that user's assigned user name and password.
- A list of what constitutes misuse of District technology resources.
- 4. A prohibition against:
 - a. accessing other user accounts or files without authorization;
 - b. conducting personal business or activities;
 - c. accessing pornography;
 - d. communicating inappropriately with students;
 - e. accessing or downloading confidential student information which the employee has no legitimate educational need to know; and
 - f. accessing or downloading unauthorized software or programs.
- 5. A requirement that users report any material that is threatening, harassing, or bullying.
- 6. A release of all claims and liability against the District for use of District technology resources.
- C. District Personnel Use

District personnel must comply with Policies 4215 and 4216.

D. State Assessments

During the administration of state assessments (e.g., WIDA, M-STEP, etc.), unless otherwise permitted by this subsection, students and District personnel, including those individuals acting as test administrators, are prohibited from possessing, using, wearing, or otherwise accessing any electronic devices not being actively used for testing purposes when in an active testing session or while on a break when in an active testing session. Pictures, videos, or other communications regarding test content are prohibited during all testing and breaks.

For the purposes of this subsection, an "electronic device" includes any electronic device that can be used to record, transmit, or receive information not used for testing, including but not limited to computers, tablets, iPads, e-readers, smart watches (including Fitbits), smartphones and cell phones, Bluetooth headphones or smart earbuds, or smart glasses.





The Superintendent and building principals are authorized to develop additional building-level rules related to state assessments so long as those rules are not in conflict with this subsection.

1. Students

- a. Students shall leave all personal electronic devices outside of the testing room [Optional: or shall power off all electronic devices and surrender them to the test administrator for collection prior to beginning the testing session.
- b. If an additional electronic device is medically necessary for a testing student, the device must be left with the test administrator, unless the student is required to possess the device, in which case the test must be administered to the student by a test administrator in a one-on-one setting and the student must be actively monitored at all times while testing.
- c. During the testing sessions or breaks, students may not access any additional websites or applications on a device used for testing.

2. Test Administrators

- a. Test administrators or other District personnel monitoring or troubleshooting the administration of state assessments must:
 - i. Ensure that all background applications and alternative websites are disabled on testing devices.
 - ii. Actively monitor students in the testing room and verify that students do not have access to additional electronic devices before, during, and after testing, including breaks.
 - iii. Refrain from disturbing the testing environment, including through texting, speaking, or using electronic devices for non-testing purposes (e.g., to complete other work). Test administrators must silence all electronic devices. [Option 1: Test administrators are prohibited from wearing or accessing a wearable electronic device (e.g., smart watch or Fitbit). Option 2: Test administrators may wear a wearable electronic device (e.g., smart watch or Fitbit), but must ensure that the device is in airplane mode during test administration.]
- b. Test administrators may use electronic devices to alert other personnel of issues or emergencies requiring assistance. Such other personnel may use their electronic devices for troubleshooting purposes, but should exit the testing room when engaging in those communications.

3. Penalties

The failure to comply with this subsection may result, as applicable, in employee or student disciplinary action and such consequences as deemed

necessary or appropriate by the Michigan Department of Education (e.g., invalidation of an individual student's test, or misadministration of the entire testing session and invalidation of all the students' tests).

E. Public Access to Technology

- 1. Pursuant to the Michigan Library Privacy Act, each school library offering public access to the internet or a computer, computer program, computer network, or computer system (a "Qualifying School Library") will limit minors to only use or view those terminals that do not receive material that is obscene, sexually explicit, or harmful to minors. Persons age 18 or older, or a minor accompanied by the minor's parent/guardian, may access a school library terminal that is not restricted from receiving such material, if any.
- 2. Only when a Qualifying School Library offers public access as described in subsection D.1., the District must designate at least 1 terminal that is not restricted from receiving such material and at least 1 terminal that is restricted from receiving such material. Library staff must take steps to ensure that minors not accompanied by a parent or guardian do not access the unrestricted terminal. The Superintendent or designee will determine which employees will implement subsection D in each Qualifying School Library.
- 3. As used in this Policy, "terminal" means a device used to access the internet or a computer, computer program, computer network, or computer system.

| l egal authority: | 47 USC 254 MCL | 397 602 | 397 606 |
|-------------------|----------------|---------|---------|

Date adopted:





Series 3000: Operations, Finance, and Property

3100 General Operations

3117 Intellectual Property

The District's intellectual property includes written or artistic works, logos, marks, instructional materials, textbooks, curriculum, software, inventions, procedures, ideas, innovations, systems, and programs, or derivatives of the foregoing, regardless of publication or registration.

Other than District personnel acting in the course of performing a duty for the District, no person may use the District's intellectual property without the prior written permission of the Superintendent or designee or Board approval.

Any work product or derivative work product created or developed by personnel related to District duties or during work hours is a work made for hire and is the District's exclusive property.

| Date adopted: | |
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Series 3000: Operation, Finance, and Property

3100 General Operations

Note: identical to current Title IX Sexual Harassment Policy

3118 Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of unlawful discrimination and harassment (e.g., race, age, disability) that cannot be reasonably separated into two distinct complaints should be investigated under this Policy. Investigating other forms of discrimination, including harassment and retaliation, through this Policy will fulfill the District's investigation requirements under Policies 4104 or 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and any person designated to facilitate an informal resolution process cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

A. Definitions

For purposes of this Policy, the below terms are defined as follows:





- "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - a. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
 - Unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
 - c. "Sexual assault" as defined in in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
 - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent."
 - A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - C) Sexual Assault With An Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - D) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.





- E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
- ii. "Dating violence" means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
- iii. "Domestic violence" means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Michigan.
- iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.
- 2. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
- 3. "Appeals Officer" is the person designated by the District to handle appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
- 4. "Complainant" is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
- 5. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either

invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

- 6. "Day," unless otherwise indicated, means a day that the District's central office is open for business.
- 7. "Decision-Maker" is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker's conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
- 8. "Education Program or Activity" means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
- 9. "Formal Complaint" means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
- 10. "Grievance Process" is the process by which the District handles Formal Complaints.
- 11. "Investigator" is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
- 12. "Report" means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
- 13. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
- 14. "Supportive Measures" are non-disciplinary, non-punitive, individualized services offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on any matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

B. Posting Requirement

The Title IX Coordinator's contact information (name or title, office address, electronic mail address, and telephone number), along with the District's Title IX nondiscrimination statement, must be prominently posted on the District's website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

C. Designation of Title IX Coordinator

The District designates the following person(s) as the Title IX Coordinator(s):

Executive Director of Human Resources 2704 Baker Rd., Dexter MI 48130 734-424-4110 hr@dexterschools.org

D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be





retaliated against based on any report of suspected sexual harassment or retaliation.

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

2. Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

3. Formal Complaint Filed

Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using the Title IX Sexual Harassment Formal Complaint Form.

4. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

5. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

6. Supportive Measures





After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge to all parties and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

- a. District-provided counseling;
- b. Course-related adjustments, such as deadline extensions;
- c. Modifications to class or work schedules;
- d. Provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
- e. No-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

7. Respondent Removal

a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.





b. Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

F. Grievance Process

1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the

determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include absence of a party, party's advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

2. Notice of Allegations

Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

- a. A copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. The sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. A statement that the Respondent is presumed not responsible for the alleged conduct;
- d. A statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. A statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. A statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during the

disciplinary process, a citation to that portion of the Code of Conduct. If the Code of Conduct does not address false statements by students, the notice is not required to include any reference.

If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in this notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

During the Grievance Process, *after* a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student.

A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

- a. Allegations;
- Informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. Right to withdraw from informal resolution and resume the Grievance Process at any time prior to agreeing to a resolution; and
- d. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared

4. Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

a. Investigation Process





The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding such privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, in any meeting or Grievance Process proceeding. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Superintendent or designee may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The

party's response must be considered by the Investigator before completing the final investigation report.

b. Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

- a. Afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and
- Provide each party with the answers, and allow for additional, limited followup questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

a. Identification of the sexual harassment allegations;





- b. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. Notification to the parties;
 - ii. Party and witness interviews;
 - iii. Site visits;
 - iv. Methods used to collect evidence; and
 - v. Hearings held.
- c. Factual findings that support the determination;
- d. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. A statement of, and rationale for, the result as to each allegation, including:
 - i. A determination of responsibility;
 - ii. Any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
 - iii. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
- f. Appeal rights.

6. Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights.

Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole or in part for the following reasons only:

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.





d. [District may choose to include additional appeal grounds, but should consult with legal counsel before doing so.]

An appeal must be filed with the Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

- a. The Formal Complaint's allegations, even if proven, would not constitute sexual harassment as defined in this Policy;
- The Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. The Formal Complaint's allegations did not occur in the United States.

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

- a. The Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;
- b. The Respondent's enrollment or employment ends; or
- c. Specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed





between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

H. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

I. Remedies and Disciplinary Sanctions

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

- 1. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
- 2. Offering the parties school-based counseling services, as necessary;
- 3. Providing the parties with academic support services, such as tutoring, as necessary;
- 4. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
- 5. Moving the Complainant's or the Respondent's locker or work space;
- 6. Issuing a "no contact" directive between the Complainant and Respondent;
- 7. Providing counseling memoranda with directives or recommendations.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.





The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

- 1. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
- Additional staff training;
- 3. A climate survey; or
- 4. Letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

J. False Statements

Any person who knowingly makes a materially false statement in bad faith during a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

K. Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

L. Retaliation

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.





The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

M. Training

All District employees must be trained on how to identify and report sexual harassment.

Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

- 1. The definition of sexual harassment;
- 2. The scope of the District's education programs or activities;
- 3. How to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and
- 4. How to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

N. Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to





investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

O. Office for Civil Rights

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education Office for Civil Rights 1350 Euclid Avenue, Suite 325 Cleveland, Ohio 44115 Phone: (216) 522-4970 E-mail: OCR.Cleveland@ed.gov

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

Date adopted:



Series 3000: Operations, Finance, and Property

3100 General Operations

3119 Experimental or Pilot Programs

The Board encourages innovation and creativity in its educational programing and general operations through the use of experimental or pilot programs ("Programs"). An experimental or pilot program is a trial program conducted to evaluate feasibility that may be converted to a regular program at the conclusion of the trial period.

Employees may submit a proposal for a Program to the Superintendent or designee for consideration. The Superintendent may also prepare a Program proposal.

A Program proposal must include the Program name, duration, purpose, and goals. Proposals must also include:

- A. A list of proposed materials and equipment to be used in the Program;
- B. Anticipated Program costs, including staffing costs;
- C. A proposed framework for implementing the Program and evaluating the Program's success, including evaluation intervals and criteria; and
- D. Other relevant information, if requested by the Superintendent or designee.

The Superintendent or designee will review the Program proposal and may seek clarification from the employee(s) that submitted the proposal, if prepared by employees other than the Superintendent. The Superintendent or designee may also amend the proposed Program in the Superintendent's or designee's sole discretion.

If the Superintendent or designee believes that the proposed Program (either as originally drafted or as amended) is in the best interests of the District, the Superintendent or designee will present the proposed Program to the Board for its consideration. The Program may be approved by the Board in its sole discretion.

The Board recognizes that experimental and pilot programs are a prohibited subject of bargaining under the Michigan Public Employment Relations Act. The Superintendent is encouraged to consult with legal counsel about legal implications of a Program before submitting it for Board approval.

At the conclusion of the Program, the Board may consider conversion of the Program to a regular program.

Legal Authority: MCL 380.11a; MCL 423.215(3)(h)

Date adopted:





Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3401 School Cancellation, Delay, and Early Dismissal

The Superintendent may close, delay, or dismiss school, and cancel or alter any school-related activities, to protect the health, safety, and welfare of students, employees, and others. The Superintendent will endeavor to timely and accurately notify persons affected by schedule alterations.

Date adopted:





Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3402 Drills, Plans, and Reports

The Board will take reasonable steps to provide a safe and secure learning environment to protect students and employees.

- A. Emergency Drills. The Superintendent or designee will schedule, notify, conduct, report, and post all fire, tornado, and other emergency drills as required by law.
- B. Cardiac Emergency Response Plan. The Board will develop, adopt, and provide for annual review a cardiac emergency response plan as required by law.
- C. Cooperation. The Superintendent or designee will act as liaison to work with the School Safety Commission and the Office of School Safety, including to identify model practices for determining school safety measures.
- D. Safety and Emergency Plans. The Board will comply with the statewide school information policy, and the Superintendent or designee will provide all reports, information, and notices required by that policy. If the policy does not satisfy the requirements of Revised School Code Section 1308b(3), the Board will develop and adopt an emergency operations plan with public input and participation by at least 1 law enforcement agency having jurisdiction over the District. The statewide school information policy or the emergency operations plan, as applicable, will be reviewed every 2 years in conjunction with at least 1 law enforcement agency having jurisdiction over the District. The Board will notify MDE within 30 days after completing a required review.
- E. Reporting Incidents of Crime. Each building principal will collect and update information at least weekly on incidents of crime in the applicable building. At least annually, the Board will post information on its website about incidents of crime in the District and will make this information available to parents and guardians on a per-building basis. Within 24 hours after an incident occurs, the Superintendent or designee will report to the Michigan State Police crimes and attempted crimes identified in MCL 380.1310a(2).

Legal authority: MCL 29.19; MCL 380.1241, 380.1308, 380.1308a, 380.1308b, 380.1310a

Date adopted:







Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3403 Reporting Accidents

If a student suffers a serious physical injury while at school or while participating in a school-sponsored activity, District personnel, if aware of the injury, will promptly report the injury to the building principal or designee. If the student is a minor, the building principal or designee will promptly notify the student's parent(s)/legal guardian(s) and complete an accident report. See Policy 5702.

Date adopted:





Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3404 Communicable Diseases

A person with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, protect the person's health and privacy rights, and protect the health and safety of others.

The Michigan Department of Health and Human Services maintains a list of reportable diseases and infections, including those capable of being transmitted to a person. The District will work cooperatively with the local health department to identify, report, and contain diseases and infections in accordance with applicable laws and local health department policies and guidance.

- A. District personnel will immediately notify the Superintendent or applicable building principal when they reasonably suspect the presence of a listed communicable disease.
- B. When it is reasonably suspected that a person has a communicable disease (except for AIDS or HIV infection), the Superintendent or building principal may exclude the person for a period sufficient to obtain a determination by a physician or local health officer as to the presence of a communicable disease.
- C. A person excluded under subsection B may return to school and school-related activities when a physician or local health officer determines that the person does not represent a risk to others.
- D. The Superintendent or applicable building principal will report to the local health department within 24 hours after suspecting either of the following:
 - The occurrence of a serious communicable disease listed by the Michigan Department of Health and Human Services (except for AIDS or HIV infection); or
 - 2. The unusual occurrence, outbreak, or epidemic of any disease, infection, or condition within the District.
- E. Reports, records, data, and other information associated with AIDS or HIV may be subject to heightened confidentiality requirements in accordance with MCL 333.5131.

Legal authority: MCL 333.5111, 333.5131; Mich Admin Code R 325.171-173, 325.175

Date adopted:







Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3405 Bloodborne Pathogens

Bloodborne pathogens and other infectious body fluids can be transmitted through contact with skin, eyes, mouth, and mucous membranes, including by needle sticks, cuts, punctures, and bites. The District will observe universal precautions to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all body fluids will be considered potentially infectious materials.

[Optional: If one or more District employees are subject to occupational exposure, the Superintendent or designee will develop and annually update an exposure control plan that will be accessible to employees.]

The District will provide personal protective equipment, the hepatitis B vaccine and vaccination series, training, and post-exposure evaluations, as required by law, at no charge to employees whose duties are reasonably anticipated to result in occupational exposure to blood or other infectious materials.

"Bloodborne pathogens" means pathogenic microorganisms that are present in human blood and can cause disease in humans. Those pathogens include hepatitis B virus (HBV) and human immunodeficiency virus (HIV).

"Universal precautions" means a method of infection control that treats all human blood and other potentially infectious material as capable of transmitting HIV, HBV, and other bloodborne pathogens.

| Legal authority: 29 CFR 1910.1030; M | Mich Admin Code R 325.700 | 04 |
|--------------------------------------|---------------------------|----|
|--------------------------------------|---------------------------|----|

Date adopted:





Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3501 Freedom of Information Act

The District is a "public body," as defined in Section 2 of the Michigan Freedom of Information Act (FOIA). It is the District's policy to comply with FOIA.

The Superintendent is the District's FOIA Coordinator but may designate another person to accept, process, approve, and deny FOIA requests. The Superintendent will establish written procedures and guidelines, a written public summary of the procedures and guidelines, and a detailed itemization of fees form in compliance with FOIA. The procedures and guidelines [Choose one: will / will not provide for fee appeals to the Board. Note: current policy does not allow fee appeals to the Board. They have to go to circuit court.

Legal authority: MCL 15.231 et seq.

Date adopted:





Series 3000: Operations, Finance, and Property

3500 FOIA Requests and Record Retention

3502 Record Retention

A "public record" means a writing prepared, owned, used, in the possession of, or retained by the District in the performance of an official function, from the time it is created.

The District will comply with all federal and state record retention requirements and with Michigan's general record retention schedules. Regardless of format, the District will make public records accessible for the applicable retention period.

A. The District will store its public records in a secure and stable environment, whether digital or physical, and protect them from tampering and damage.

B. Disposal of Records

- 1. Once a public record has been retained for the duration required by law, the District may dispose of the public record unless the disposal or preservation of a public record is mandated by law or Policy.
- 2. The District will not destroy a public record responsive to a FOIA request received before the date the record is destroyed until the District has produced the public record or determined it is exempt from disclosure.

C. Litigation, Investigation, or Audit Holds

The Superintendent or designee will issue a hold directive to all persons suspected of having records that may relate to the potential issues in a reasonably anticipated or pending litigation, investigation, or audit. A hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation, investigation, or audit hold has been lifted.

Legal authority: MCL 15.231-246; MCL 399.811; MCL 750.491; General Retention Schedule Nos. 1, 2, 23, 26, 30, 31

Date adopted:





Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3406 Integrated Pest Management

The District will monitor, manage, and treat pests on District property.

A. Pest Application

- The Board does not authorize the application of a pesticide on District property unless a written integrated pest management program is in place for that property. The Superintendent or designee will develop, evaluate, and modify site-specific integrated pest management programs in accordance with law.
- 2. The Board only authorizes the lawful application of a pesticide by a certified or registered applicator who has been properly trained. After the application of a pesticide, a person may only reenter District property in compliance with restrictions identified by the applicator and required by law.
- 3. A "pesticide" does not include sanitizers, germicides, disinfectants, or antimicrobial agents.

B. Notice

- 1. Within 30 days after the beginning of each school year, the Superintendent or designee will provide notice to students' parents/guardians that they will receive advance notice of the application of a pesticide.
- 2. Except in an emergency, the Superintendent or designee will provide at least 48 hours' advance notice to students' parents/guardians of the application of a pesticide. In an emergency, the Superintendent or designee will provide notice to students' parents/guardians promptly after a pesticide has been applied.
- 3. Notices will comply with methods, time frames, and information requirements established by MCL 324.8316.
- 4. Notices are not required for the application of a pesticide that is a bait or gel formulation.

C. Records

Each building will maintain a copy of its integrated pest management program. Records of pesticide use and other non-pesticide pest management practices will be maintained on site.

Legal authority: MCL 324.8316; Mich Admin Code R 285.637.1 et seq.

Date adopted: Date revised:





Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3407 Asbestos Management

The District will maintain an asbestos management plan for each school building and otherwise comply with the requirements of the Asbestos Hazard Emergency Response Act (AHERA) and related regulations.

- A. Each asbestos management plan will address building inspections, re-inspections, preventative measures, periodic surveillance, response actions, operations and maintenance, notices, and other information required by law.
- B. Each school building will maintain in its administrative offices a complete, updated copy of the asbestos management plan for that school building. The District's administrative offices will maintain complete, updated copies of asbestos management plans for all school buildings. The District will make asbestos management plans available for inspection without cost but may charge a reasonable amount to make copies.
- C. The District will provide training and information, maintain records, and perform asbestos-related obligations with accredited persons as required by law.
- D. The Board designates the Director of Facilities (may be an employee or consultant)] to oversee the District's compliance with the asbestos management plan and AHERA.

| Legal authority: 15 USC 2641 e | t seq.; 29 CFR | 1910.1001; 4 | 10 CFR 763 | Subpart E; MC |
|--------------------------------|----------------|--------------|------------|---------------|
| 388.861 et seq. | | | | |

Date adopted:







Series 3000: Operations, Finance, and Property

3400 School Safety and Security

3408 Firearms and Weapons

The District is a weapon-free school zone. Except as otherwise permitted by Policy or required by applicable law, a person may not possess a weapon on District property. See also Policy 5206. Each person on District property must also comply with the federal Gun-Free School Zones Act.

A. As used in this Policy:

- 1. [Optional in conjunction with subsection B.7: An "antique firearm" means that term as defined by MCL 750.237a.]
- 2. A "firearm" means any weapon that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.
- 3. "Pistol" means that term as defined by MCL 28.421.
- 4. "District property" means:
 - a building, playing field, or property used for school purposes to impart instruction to students or used for functions and events sponsored by a school, except a building used primarily for adult education or college extension courses; and
 - b. a vehicle used by the District to transport students to or from a place described in subsection A.4.a above.
- 5. A "weapon" means a firearm, pneumatic gun, [Optional: dagger, dirk, stiletto, knife with a blade over 3 inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles, or any other object used, intended, or represented to inflict serious bodily injury or property damage.

B. Permitted Uses

The following persons may possess a weapon on District property:

- 1. A peace officer as defined by law;
- A student's parent or guardian licensed to carry a concealed pistol may carry a concealed pistol (but no other weapons) while in a vehicle if the parent or guardian is dropping the student off at, or picking the student up from, the student's school;
- A person with permission from the Superintendent or designee to possess a firearm (but no other weapons) within any lawful parameters established by the Board;

deleted text optional text

[The following are optional and should be discussed in conjunction with legal counsel.]

- 4. An employee or contracted person if the possession of that weapon is to provide security services for the District;
- 5. A person licensed to carry a concealed weapon;
- A person who possesses a weapon provided by the District or the District's instructor for purposes of providing or receiving instruction in the use of that weapon; and
- 7. [Use in conjunction with subsection A.1: A non-student at least 18 years old who possesses an unloaded firearm (but no other weapons) in a wrapper or container in a vehicle's trunk while transporting a student to or from the school if any of the following apply:
 - a. The person is carrying an antique firearm while en route to or from a hunting or target shooting area or function involving the exhibition, demonstration, or sale of antique firearms;
 - b. The person is carrying a firearm while in possession of a valid Michigan hunting license or proof of valid membership in an organization having shooting range facilities and while en route to or from a hunting or target shooting area;
 - c. The person is carrying a firearm from the place of purchase to his or her home or place of business or to a place of repair or back to his or her home or place of business, or in moving goods from one abode or business to another abode or business; or
 - d. If the vehicle does not have a trunk, the person is carrying a firearm in the passenger compartment and the person is otherwise complying with the requirements of subsection b or c and the wrapper or container is not readily accessible to the vehicle's occupants.]

C. Violations

- Students and District personnel with knowledge that a person is in violation of this Policy should immediately report the violation to the building principal or designee.
- 2. Violation of this Policy will result in discipline of students, employees, and contractors, up to and including expulsion or termination, removal from District property, and referral to law enforcement.

Legal authority: 18 USC 921; 18 USC 922(q); MCL 28.425f, 28.425o; MCL 750.237a

Date adopted: Date revised:







DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION

Bates School, 2704 Baker Road, Dexter, Michigan 48130 (734) 424-4100 fax (734) 424-4111 www.dexterschools.org

2024-2025 Meeting Schedule

Guidelines for public participation are on the <u>Board of Education website</u>. Upon request to the Superintendent, the District shall make reasonable accommodation for a person with disabilities to be able to participate in meetings.

All meetings are held at the Bates School Board Room at 7:00 PM unless otherwise noted.

| <u>DAY</u> | <u>DATE</u> | HOLIDAYS / NO SCHOOL DAYS |
|------------|---------------|---------------------------------|
| Monday | July 22, 2024 | Business Meeting |
| Monday | August 12 | |
| Monday | August 26 | Labor Day Sept. 2 |
| Monday | September 23 | |
| Monday | October 21 | |
| Monday | November 4 | |
| Monday | November 18 | |
| Monday | December 16 | Winter Break = Dec. 23 - Jan. 3 |
| Monday | January 27 | |
| Monday | February 10 | |
| Monday | February 24 | workshop |
| Monday | March 17 | Spring Break March 24 - 31 |
| Monday | April 14 | |
| Monday | April 28 | |
| Monday | May 5 | |
| Monday | May 19 | Memorial Day = May 26 |
| Monday | June 9 | |
| Monday | June 23 | Budget Hearing |
| | | |

Note: Additional Board of Education workshop(s) and special meetings may be set during the year and will be posted prior to meetings. **Meetings scheduled or changed after the calendar adoption are indicated by bold print.**

TO: Board of Education

FROM: Christie Bueche, CFO

DATE: June 24, 2024

RE: 2023-24 Budget Amendment

As reported in the May Financial Update, a 2023-24 June 2024 budget amendment is being presented. This budget amendment is necessary to allocate additional appropriation and to assure specific functions do not exceed appropriation. Please be aware that some current budget allocations will be under budget.

General Fund:

The District planned for several new initiatives for this year, including the construction of the solar project and the establishment of a Dexter Multigenerational Center. Uncertainties existed regarding the timing of the grant funds for the Dexter Multigenerational Center. We budgeted that we may have needed to do a transfer between funds that is now not needed.

| 5xx – ISD/Other Sources (Revenue) | (\$1,10 | 09,410) |
|---|---------|---------|
| 6xx – Transfer to other funds (Expense) | (\$1,10 | 09,410) |
| Net appropriation | \$ | 0 |

The Washtenaw Intermediate School District (WISD) reimburses special education costs through an annual county-wide special education millage. At, the end of each fiscal year, the actual costs are finalized in the subsequent fiscal year. We received an additional payment from prior year expenditures which results in additional revenue.

| 5xx- ISD/Other Sources (| (Revenue) | \$1,018,000 |
|---------------------------|-----------|-------------|
| Additional revenue to app | propriate | \$1,018,000 |

Medicaid funds received from WISD were in excess of the planned amount.

| 5xx – ISD/Other (Revenue) | \$182,000 |
|-----------------------------------|-----------|
| Additional revenue to appropriate | \$182,000 |

As mentioned in the May Financial Update, the District received several unanticipated one-time categorical grants this year. Additionally, we received a positive prior year adjustment related to Special Ed reimbursements.

| 3xx – Local Sources (Revenue) | \$212,000 (Additional Categoricals) |
|-----------------------------------|---|
| 3xx – Local Sources (Revenue) | \$718,000 (Special Ed – PY Reimbursement) |
| Additional revenue to appropriate | \$930,000 |

We received a Future Educator Grant for an individual attending college to become a teacher. The State of Michigan required us to receive the funds and pay the university. The budget amendment is necessary to assure sufficient appropriation at each functional level. The additional revenue equals the additional expenses.

| 3xx – State Sources (Revenue) | \$9,6 | 600 |
|---|-------|-------------|
| 4xx-6xx- Other Financing Uses (Expense) | \$9,6 | <u> 600</u> |
| Net appropriation | \$ | 0 |

The expenses associated with the Wylie Pool, encompassing utilities, repairs, and supplies, exceeded what was planned. Costs for extended hours for the Theatre Specialist at the Dexter High School CPA and for repairs and supplies for Athletics exceeded budget can be offset by other functional levels that were supported by grants or other funding.

| 26x – Operations and maintenance (Expense) | (\$60,0 | (00) |
|--|---------|------|
| 28x – Other Central Support (Expense) | (\$52,0 | 00) |
| 3xx – Community Services (Expense) | \$112,0 | 000 |
| Net appropriation | \$ | 0 |

Investments in software and staff training for curriculum development requires additional appropriations at the functional level. This functional amendment can be offset by reallocations within function 12x – added needs, where costs were originally budgeted. This results in a net appropriation of \$0.

| 22x – Instructional Staff Support (Expense) | \$245 | 5,000 |
|---|--------|--------|
| 12x – Added Needs (Expense) | (\$245 | 5,000) |
| Net appropriation | \$ | 0 |

Community Services Fund:

Community Education/Enrichment has exceeded anticipated revenue in School Aged Care, Summer Programming, and Adult Enrichment. Corresponding adjustments in expenditures are required.

| 1xx - Local Revenue | \$120 | 0,000 |
|-----------------------------------|-------|-------|
| 3xx – Community Services(Expense) | \$120 | 0,000 |
| Net Appropriation | \$ | 0 |

Attached is the resolution for a General Appropriation Amendment of the General Fund and the Community Services Fund for 2023-24.

| An appropriate motion would be, "I move that the Board of Education approve the attached budget amendment for 2023-24." | |
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General Appropriation of the General Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation amendment of Dexter Community Schools for the 2023-24 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the General Fund of the school district for fiscal year 2023-24 which includes 18 mills of ad valorem taxes to be levied on non-homestead and nonqualified agricultural property to be used for operating purposes is as follows:

Revenue:

| 1xx Local | \$ 6,487,345 |
|---|------------------|
| 2xx Other Political Subdivisions | \$ - |
| 3xx State | \$ 39,222,796 |
| 4xx Federal | \$ 1,099,130 |
| 5xx-6xx Other Financing Sources | \$ 6,779,204 |
| Total Revenue | \$ 53,588,475 |
| Total Fund Balance, July 1 Available to Appropriate | \$ 10,830,988 |
| Total Available to Appropriate | \$ 64,419,473 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the General Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

| 1 In stancetic a | |
|----------------------------------|------------------|
| 1xx – Instruction | |
| 11x- Basic Programs | \$ 24,971,236 |
| 12x- Added Needs | \$ 6,877,240 |
| 2xx – Support Services | |
| 21x- Pupil Support | \$ 6,318,675 |
| 22x- Instructional Staff Support | \$ 2,990,768 |
| 23x- General Administration | \$ 830,966 |
| 24x- School Administration | \$ 2,941,349 |
| 25x- Business Services | \$ 912,353 |
| 26x- Operations and Maintenance | \$ 5,356,610 |
| 27x- Transportation | \$ 1,781,479 |
| 28x-29x Other Central Support | \$ 625,288 |
| 3xx-Community Services | \$ 327,863 |
| 4xx-6xx Other Financing Uses | \$ 321,725 |
| Total Appropriated | \$ 54,255,552 |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting

| appropriation amendment, which amendment shall be adopted by the board of education at such meeting. | | | | | |
|---|--|--|--|--|--|
| AYES:NAYS:ABSENT: | RESOLUTION DECLARED ADOPTED. | | | | |
| The undersigned duly qualified and acting Secretary of Dexter Community Schools, Counties of Washtenaw an hereby certifies that the foregoing is a true and complete of education at a regular meeting held on June 24, 2024. | nd Livingston, State of Michigan, e copy of a resolution adopted by the board | | | | |
| was given to the public pursuant to the provisions of the | | | | | |

General Appropriation of the Community Service Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation amendment of the Community Service Fund for the 2023-24 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Community Service Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Community Service Fund of the school district for fiscal year 2023-24 to be used for operating purposes is as follows:

Revenue:

| 1xx Local | \$ 2,909,717 |
|---|-----------------|
| 3xx State | \$ 69,266 |
| 4xx Federal | \$ 125,000 |
| 5xx-6xx Other Financing Sources | \$ 312,125 |
| Total Revenue | \$ 3,416,108 |
| Total Fund Balance, July 1 Available to Appropriate | \$ 2,451,855 |
| Total Available to Appropriate | \$ 5,867,963 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Community Service Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

| 1xx – Instruction | |
|----------------------------------|-----------------|
| 11x- Basic Programs | \$ 163,646 |
| 2xx – Support Services | |
| 22x- Instructional Staff Support | \$ 11,993 |
| 24x School Administration | \$ 2,767 |
| 25x- Business | \$ 2,252 |
| 26x- Operations and Maintenance | \$ 62,550 |
| 27x- Transportation | \$ - |
| 28x-29x Other Central Support | \$ 1,779,256 |
| 3xx-Community Services | \$ 1,806,422 |
| 4xx-6xx Other Financing Uses | \$ 178,963 |
| Total Appropriated | \$ 4,007,849 |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting

| be presented to | the board of educ | cation at its next regularly | scheduled meeting in the form of an pted by the board of education at such meeting. |
|---|---|---|---|
| AYES: | NAYS: | ABSENT: | RESOLUTION DECLARED ADOPTED. |
| Dexter Communication hereby certifies of education at | unity Schools, Cousthat the foregoing a regular meeting | unties of Washtenaw and l g is a true and complete of held on June 24, 2024, an | e Board of Education of the Livingston, State of Michigan, opy of a resolution adopted by the board nd further certifies that notice of the meeting open Meetings Act, 1976 PA 267, as amended. |
| Secretary, Boa | rd of Education | | _ |

To: Board of Education

From: Christie Bueche, CFO

Date: June 24, 2024

RE: Tax Levies for the 2024 Tax Year/2024-25 Fiscal Year

On June 24, 2024, you conducted a Public Hearing that included a hearing on the 2024 Tax Rate on non-homestead properties that will be at 18.0000 mills and the 2024 debt levy on all properties that will be at 8.5000 mills.

The tax levies are as follows:

| | 2024 | 2023 |
|------------------------------|---------------------------------|---------------|
| Non-homestead taxable value | \$334,769,840 (0.21% increase) | |
| Non-homestead tax levy | 18.0000 mills | 18.0000 mills |
| All properties taxable value | \$1,807,793,276 (6.6% increase) | |
| Debt tax levy | 8.5000 mills | 8.5000 mills |

A portion of the general fund revenue comes from the local tax levy of 18.000 mills on non-homestead properties. The amount of local non-homestead property tax collection combined with the amount of state aid received from the State of Michigan equals our total foundation allowance.

The May 7, 2013 elections, non-homestead millage reauthorization proposal of 18.0000 and the non-homestead millage "cushion" proposal of 3.0000 mills, was approved for the years 2014 to 2033. We did not have a millage reduction fraction rollback for 2024. Attached is the millage usage history/projection from the 2014-2033 issues using future rollback projections as an average of the past 10 years.

The debt levy is set at the amount required to meet the annual debt requirement for all existing debt under the arrangement with the State of Michigan School Bond Loan Fund. An 8.5000 mills levy is required to meet our debt obligations, including the requirements of the 1998, 2017, 2021, and 2023 bonds.

These levies need to be authorized by the Board of Education. Please authorize that 18.0000 mills be levied on non-homestead property in December of 2024 and that 8.5000 mills be levied on debt on all property in December of 2024.

Dexter Community Schools

Non-Homestead Tax Levy Summary Operating Millage Authorized millage 2014-2025

Authorized millage voted May 7, 2013 (for 20 years) Headlee override "cushion" millage voted May 7, 2013

| | | Millage | Perm Red | Reduced | Voted | Reduced | Extra | |
|--------|------|-----------|------------|---------|----------|---------|-------------|---------|
| Fiscal | Tax | Reduction | NH Millage | Millage | NH Extra | Millage | Voted | Millage |
| Year | Year | Fraction | Rate | Rate | Millage | Rate | Used/Needed | Levy |
| 14-15 | 2014 | 1.0000 | 18.0000 | 18.0000 | 3.0000 | 3.0000 | 0.0000 | 18.0000 |
| 15-16 | 2015 | 1.0000 | 18.0000 | 18.0000 | 3.0000 | 3.0000 | 0.0000 | 18.0000 |
| 16-17 | 2016 | 0.9969 | 18.0000 | 17.9442 | 3.0000 | 2.9907 | 0.0558 | 18.0000 |
| 17-18 | 2017 | 0.9994 | 17.9442 | 17.9334 | 2.9907 | 2.9889 | 0.0666 | 18.0000 |
| 18-19 | 2018 | 1.0000 | 17.9334 | 17.9334 | 2.9889 | 2.9889 | 0.0666 | 18.0000 |
| 19-20 | 2019 | 1.0000 | 17.9334 | 17.9334 | 2.9889 | 2.9889 | 0.0666 | 18.0000 |
| 20-21 | 2020 | 0.9993 | 17.9334 | 17.9208 | 2.9889 | 2.9868 | 0.0792 | 18.0000 |
| 21-22 | 2021 | 0.9981 | 17.9208 | 17.8867 | 2.9868 | 2.9811 | 0.1133 | 18.0000 |
| 22-23 | 2022 | 0.9836 | 17.8867 | 17.5933 | 2.9811 | 2.9322 | 0.4067 | 18.0000 |
| 23-24 | 2023 | 1.0000 | 17.5933 | 17.5933 | 2.9322 | 2.9322 | 0.4067 | 18.0000 |
| 24-25 | 2024 | 1.0000 | 17.5933 | 17.5933 | 2.9322 | 2.9322 | 0.4067 | 18.0000 |
| 25-26* | 2025 | 0.9977 | 17.5933 | 17.5528 | 2.9322 | 2.9255 | 0.4472 | 18.0000 |
| 26-27* | 2026 | 0.9977 | 17.5528 | 17.5124 | 2.9255 | 2.9188 | 0.4876 | 18.0000 |
| 27-28* | 2027 | 0.9977 | 17.5124 | 17.4721 | 2.9188 | 2.9121 | 0.5279 | 18.0000 |
| 28-29* | 2028 | 0.9977 | 17.4721 | 17.4319 | 2.9121 | 2.9054 | 0.5681 | 18.0000 |
| 29-30* | 2029 | 0.9977 | 17.4319 | 17.3918 | 2.9054 | 2.8987 | 0.6082 | 18.0000 |
| 30-31* | 2030 | 0.9977 | 17.3918 | 17.3517 | 2.8987 | 2.8920 | 0.6483 | 18.0000 |
| 31-32* | 2031 | 0.9977 | 17.3517 | 17.3117 | 2.8920 | 2.8854 | 0.6883 | 18.0000 |
| 32-33* | 2032 | 0.9977 | 17.3117 | 17.2718 | 2.8854 | 2.8787 | 0.7282 | 18.0000 |
| 33-34* | 2033 | 0.9977 | 17.2718 | 17.2320 | 2.8787 | 2.8721 | 0.7680 | 18.0000 |

^{*} projected 0.9977 (ten year average)

TO: Board of Education

FROM: Christie Bueche, CFO

DATE: June 24, 2024

RE: 2024-25 Budget Adoption

Included in your packet is the 2024-25 budget for adoption. The budget process included:

April 1, 2024 - The Superintendent presented preliminary budget parameters and budget scenario for the 2024-25 budget to the Finance Committee.

May 20, 2024 - The Superintendent presented preliminary budget parameters and additional budget scenarios for the 2024-25 budget to the Finance Committee. The Finance Committee authorized the 2024-25 budget be taken to the Board of Education for discussion.

May 20, 2024 – The Board of Education had an opportunity to discuss the draft budget.

June 19, 2024 - The notice of budget hearing was published in The Sun Times News. The budget was available for public inspection.

June 24, 2024 – The budget hearing took place at the Board of Education meeting.

The key parameters included are:

- State Foundation allowance \$9,849, a \$241 increase from 2023-24
- Other State categorical funding (non-COVID) continued at 2023-24 amounts
- Student count 3,364, no change in enrollment from 2023-24.
- Wage changes of 0% on all bargained groups
- Employee level and step increases included
- The employer contribution towards health benefits increased 3% projection pending release of the 2025 increase under PA 152
- MPSERS Retirement Rate 47.76% per ORS communication and our specific staff retirement elections (including the UAAL rate currently subsidized with a State categorical funding)

Several major variables were not fully known at the time of budget preparation. Recognize that we have prepared this budget in order to meet our obligation in good faith. Further information and decisions will continue to be made both before and after the budget hearing and budget adoption. We will end this year and start next year with a budget that will not reflect all known data. The November revision to the budget will be the real operating plan for the year. The budget for 2024-25 must be adopted by June 30, 2024.

State School Aid Act Requirements

In order to be in compliance with State laws regarding budgeting, the school board is required to:

- 1. pass a general appropriation resolution for general fund and any special revenue funds by major function grouping
- 2. post the budgets on our district website

As a result of these requirements, the budget adopted by the Board of Education is by major function grouping.

Attachments

- 1. Financial Dashboard
- 2. Long-range trend including 2022-23 actual, 2023-24 budget (December 2023 revision), 2024-25 budget, 2025-26 trend, and 2026-27 trend. The trend was used as the basis for the revenue and expenditure projection that is required to be reported.
- 3. The general appropriation resolution for the general fund and required special revenue funds by major function grouping. These resolutions, once adopted by the Board of Education, will be posted on our website.
- 4. The 2025-26 General Fund revenue, expenditures, and fund balance projection that will also be posted on our website.

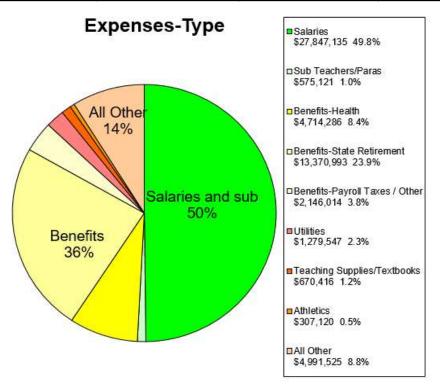
The budget detailed by individual account lines are available in the Business Office.

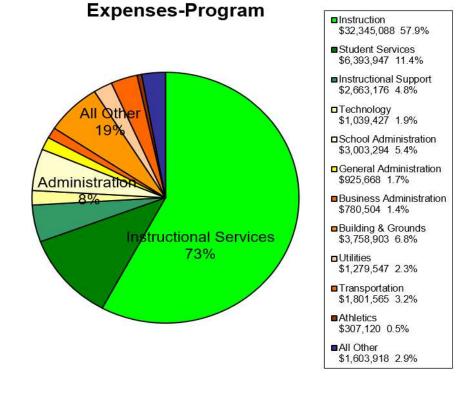
Dexter Community Schools General Fund Long Range Trend

| | АВВ | ı | ı | М | N | 0 |
|----|--|-------------|---------------|-----------------|-------------|-------------|
| 5 | | 2022-23 | 2023-24 | 2024-25 | 2025-26 | 2026-27 |
| 6 | | actual | Nov. revision | original budget | trend | trend |
| 8 | Revenue | 52,367,337 | 52,558,285 | 53,907,727 | 54,049,780 | 55,174,692 |
| 9 | Expense | 53,706,868 | 55,355,362 | 55,902,157 | 56,413,376 | 57,409,381 |
| 10 | Revenue over (under) expense | (1,339,531) | (2,797,077) | (1,994,430) | (2,363,597) | (2,234,690) |
| 11 | Fund Balance planned adjustment | - | - | - | - | - |
| 12 | Operational Revenue over (under) expense | (1,339,531) | (2,797,077) | (1,994,430) | (2,363,597) | (2,234,690) |
| 14 | FUND BALANCE | · | | | | |
| 15 | Non-spendable-Prepaid Expenditures | 72,326 | 72,326 | 72,326 | 72,326 | 72,326 |
| 17 | Committed-Facilities | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| 18 | Committed-Athletic Facilities | 1,125,000 | 1,125,000 | 1,125,000 | 1,125,000 | 1,125,000 |
| 19 | Committed-Health Benefit Claims | - | - | - | - | _ |
| 20 | Committed-Instructional Equipment | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| 21 | Committed-New Programs Implementation | 2,400,000 | 2,400,000 | 2,400,000 | 2,400,000 | 2,400,000 |
| 22 | Committed-New Programs Startup Costs | 300,490 | 300,490 | 300,490 | 300,490 | 300,490 |
| 23 | Committed-Performing Arts Equipment | 170,000 | 170,000 | 170,000 | 170,000 | 170,000 |
| 24 | Committed-Retirement/Severance | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 |
| 25 | Committed-Supply Carryover | 144,969 | 144,969 | 144,969 | 144,969 | 144,969 |
| 26 | Committed-Employee Off Schedule Payment | - | - | - | - | - |
| 27 | Committed-Technology | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| 28 | Committed-Textbooks | - | - | - | - | - |
| 29 | Assigned for Subsequent year expenditures | 2,188,881 | - | - | - | - |
| 30 | Unassigned | 1,647 | (606,549) | (2,600,979) | (4,964,575) | (7,199,265) |
| 31 | TOTAL FUND BALANCE | 10,903,313 | 8,106,236 | 6,111,806 | 3,748,210 | 1,513,520 |
| 32 | % | 20.3% | 14.6% | 10.9% | 6.6% | 2.6% |
| 33 | Unassigned | 1,647 | (606,549) | (2,600,979) | (4,964,575) | (7,199,265) |
| 34 | % | 0.0% | -1.1% | -4.7% | -8.8% | -12.5% |
| 36 | STATE FUNDING | | | | | |
| 37 | State per pupil foundation | \$ 9,150 | \$ 9,608 | \$ 9,849 | \$ 10,090 | \$ 10,331 |
| 38 | State per pupil foundation change (\$) | \$ 450 | \$ 458 | \$ 241 | \$ 241 | \$ 241 |
| 39 | Effective per pupil change | | | | | |
| 43 | STUDENT ENROLLMENT | | | | | |
| 44 | New student additions(general ed & special ed FTE) | (38.36) | (14.04) | - | - | - |
| 45 | Student Enrollment (October) | 3,377.99 | 3,364.37 | 3,364.37 | 3,364.37 | 3,364.37 |
| | PROJECTION ASSUMPTIONS | | · | | | |
| 60 | Academic staff (FTE) | 266.38 | 256.32 | _ | _ | _ |
| 61 | Increase support staff (FTE) | - | - | - | - | - |
| 62 | Salary/Wage DEA change (%) | 5.00% | 2.00% | 0.00% | 0.00% | 0.00% |
| 63 | State Blended Count Method | 10%/90% | 10%/90% | 10%/90% | 10%/90% | 10%/90% |
| 64 | MPSERS Retirement Rate | 45.03% | 47.64% | 47.76% | 47.88% | 48.00% |
| 65 | FICA Employer Tax Rate | 7.65% | 7.65% | 7.65% | 7.65% | 7.65% |
| 66 | District Insurance Cost change | 4.80% | 3.00% | 3.00% | 3.00% | 3.00% |
| 67 | WISD Special Education Reimbursement | 100.00% | 100.00% | 100.00% | 100.00% | 100.00% |
| 68 | Indirect Cost Rate to Self-supporting Programs | 10.00% | 10.00% | 10.00% | 10.00% | 10.00% |
| 69 | Inflation (discretionary) | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

Dexter Community Schools Financial Dashboard 2024-25

| | 2022-23 Actual | | | | | | |
|-----------------|------------------------------------|--------------------|----------------|----------------------------|-------|----------------------|--|
| Student Count * | Total Revenues | Total Expenditures | Excess Rev/Exp | Ending Fund Balance | % | Foundation Allowance | |
| 3,378 | \$52,367,337 | \$53,706,868 | (\$1,339,531) | \$10,903,313 | 20.3% | \$9,150 | |
| | 2023-24 Budget (December Revision) | | | | | | |
| 3,364 | \$52,558,285 | \$55,355,362 | (\$2,797,077) | \$8,106,236 | 14.6% | \$9,608 | |
| | 2024-25 Budget | | | | | | |
| 3,364 | \$53,907,727 | \$55,902,157 | (\$1,994,430) | \$6,111,806 | 10.9% | \$9,849 | |





General Appropriation of the General Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation of Dexter Community Schools for the 2024-25 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the General Fund of the school district for fiscal year 2024-25 which includes 18 mills of ad valorem taxes to be levied on non-homestead and nonqualified agricultural property to be used for operating purposes is as follows:

Revenue:

| 1xx Local | \$ 6,247,643 |
|---|------------------|
| 2xx Other Political Subdivisions | \$ - |
| 3xx State | \$ 38,182,074 |
| 4xx Federal | \$ 1,099,130 |
| 5xx-6xx Other Financing Sources | \$ 8,378,880 |
| Total Revenue | \$ 53,907,727 |
| Total Fund Balance, July 1 Available to Appropriate | \$ 10,163,911 |
| Total Available to Appropriate | \$ 64,071,638 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the General Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

| 1xx – Instruction | | |
|------------------------------|-------------------|------------------|
| 11x- Basic Pro | grams | \$ 25,711,155 |
| 12x- Added Ne | eds | \$ 6,862,173 |
| 2xx – Support Services | | |
| 21x- Pupil Sup | port | \$ 6,393,947 |
| 22x- Instruction | nal Staff Support | \$ 2,988,313 |
| 23x- General A | dministration | \$ 925,668 |
| 24x- School Ac | lministration | \$ 3,003,294 |
| 25x- Business S | Services | \$ 780,504 |
| 26x- Operation | s and Maintenance | \$ 5,133,160 |
| 27x- Transport | ation | \$ 1,801,565 |
| 28x-29x Other | Central Support | \$ 663,736 |
| 3xx-Community Services | | \$ 222,112 |
| 4xx-6xx Other Financing Uses | | \$ 1,416,530 |
| Total Appropriated | | \$ 55,902,157 |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting

| appropriation amendment, which amendment shall be adopted by the board of education at such meeting. | | | | |
|--|--|--|---|--|
| AYES: | NAYS: | ABSENT: | RESOLUTION DECLARED ADOPTED. | |
| Dexter Community | unity Schools, Cour s that the foregoing t a regular meeting l | nties of Washtenaw and list a true and complete cheld on June 24, 2024, at | e Board of Education of the Livingston, State of Michigan, opy of a resolution adopted by the board nd further certifies that notice of the meeting Open Meetings Act, 1976 PA 267, as amended. | |

General Appropriation of the Community Service Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation of the Community Service Fund for the 2024-25 fiscal year; a resolution to make appropriations; to provide for the expenditure of the for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Community Service Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Community Service Fund of the school district for fiscal year 2024-25 to be used for operating purposes is as follows:

| Revenue: | |
|---|-----------------|
| 1xx Local | \$ 2,990,830 |
| 3xx State | \$ 58,457 |
| 4xx Federal | \$ - |
| 5xx-6xx Other Financing Sources | \$ 307,120 |
| Total Revenue | \$ 3,356,407 |
| Total Fund Balance, July 1 Available to Appropriate | \$ 1,860,114 |
| Total Available to Appropriate | \$ 5,216,521 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Community Service Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

Secretary, Board of Education

| 1xx – Instruction | | | | | |
|----------------------------------|----|-----------|--|--|--|
| 11x- Basic Programs | \$ | 163,830 | | | |
| 2xx – Support Services | | | | | |
| 22x- Instructional Staff Support | \$ | 11,993 | | | |
| 24x- School Administration | \$ | 2,767 | | | |
| 25x- Business | \$ | 2,256 | | | |
| 26x- Operations and Maintenance | \$ | 62,550 | | | |
| 27x- Transportation | \$ | - | | | |
| 28x-29x Other Central Support | \$ | 1,774,262 | | | |
| 3xx-Community Services | \$ | 1,568,536 | | | |
| 4xx-6xx Other Financing Uses | \$ | 179,695 | | | |
| Total Appropriated | \$ | 3,765,889 | | | |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

| AYES: | NAYS: | ABSENT: | e adopted by the board of education at such meeting RESOLUTION DECLARED ADOPTED. |
|-------------------------------------|--|---|---|
| Dexter Comr hereby certification | nunity Schools, Courties that the foregoing at a regular meeting | nties of Washtenaw is a true and comp held on June 24, 20 | of the Board of Education of the and Livingston, State of Michigan, lete copy of a resolution adopted by the board 24, and further certifies that notice of the meeting the Open Meetings Act, 1976 PA 267, as amended. |

General Appropriation of the Food Services Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation of the Food Services Fund for the 2024-25 fiscal year; a resolution to make appropriations; to provide for the expenditure of the for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Food Services Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Food Services Fund of the school district for fiscal year 2024-25 to be used for operating purposes is as follows:

Revenue:

| 1xx Local | \$ 407,906 |
|---|-----------------|
| 3xx State | \$ 1,368,709 |
| 4xx Federal | \$ 745,640 |
| 5xx-6xx Other Financing Sources | \$ 168,534 |
| Total Revenue | \$ 2,690,789 |
| Total Fund Balance, July 1 Available to Appropriate | \$ 1,192,588 |
| Total Available to Appropriate | \$ 3,883,377 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Food Services Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

2xx – Support Services

Secretary, Board of Education

| 26x- Operations and Maintenance | \$ 3,730 |
|---------------------------------|-----------------|
| 28x-29x Other Central Support | \$ 2,569,957 |
| 4xx-6xx Other Financing Uses | \$ 257,369 |
| Total Appropriated | \$ 2,831,056 |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting

| appropriation a | illiendillent, willen | amendment shan be add | opied by the board of education at such meeting |
|--|---|--|---|
| AYES: | NAYS: | ABSENT: | RESOLUTION DECLARED ADOPTED |
| Dexter Community thereby certifies of education at | unity Schools, Coust that the foregoing a regular meeting | unties of Washtenaw and g is a true and complete of held on June 24, 2024, a | ne Board of Education of the Livingston, State of Michigan, copy of a resolution adopted by the board and further certifies that notice of the meeting Open Meetings Act, 1976 PA 267, as amended |
| | | | |

General Appropriation of the Student/School Activity Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation of the Student/School Activity Fund for the 2024-25 fiscal year; a resolution to make appropriations; to provide for the expenditure of the for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Student/School Activity Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Student/School Activity Fund of the school district for fiscal year 2024-25 to be used for operating purposes is as follows:

Revenue:

| 1xx Local | \$ 2,289,598 |
|---|-----------------|
| Total Revenue | \$ 2,289,598 |
| Total Fund Balance, July 1 Available to Appropriate | \$ 1,288,782 |
| Total Available to Appropriate | \$ 3,578,380 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Student/School Activity Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

2xx – Support Services

| 29x- Support Service, Other | \$ 2,289,598 |
|-----------------------------|-----------------|
| Total Appropriated | \$ 2,289,598 |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

| appropriation | amendment, which | amendment shan be adv | opica by the board of education at such meeting. |
|--|---|---|--|
| AYES: | NAYS: | ABSENT: | RESOLUTION DECLARED ADOPTED. |
| Dexter Communication in the desired control of education and an articles of education and articles of education articles of education and articles of education articles of education and articles of education articles o | nunity Schools, Counces that the foregoing at a regular meeting | nties of Washtenaw and is is a true and complete held on June 24, 2024, | he Board of Education of the I Livingston, State of Michigan, copy of a resolution adopted by the board and further certifies that notice of the meeting Open Meetings Act, 1976 PA 267, as amended. |
| Secretary, Bo | ard of Education | | |

General Appropriation of the Cooperative Activities Fund Resolution for Adoption by the Board of Education, Dexter Community Schools

RESOLVED, that this resolution shall be the general appropriation adoption of the Cooperative Activities Fund for the 2024-25 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Cooperative Activities Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Cooperative Activities Fund of the school district for fiscal year 2024-25 to be used for operating purposes is as follows:

Revenue:

| 1xx Local Sources | \$ 2,500,000 |
|---|------------------|
| 2xx Non-Educational Sources | \$ 754,812 |
| 3xx State | \$ 8,500,000 |
| 4xx Federal | \$ 850,000 |
| Total Revenue | \$ 12,604,812 |
| Total Fund Balance, July 1 Available to Appropriate | \$ - |
| Total Available to Appropriate | \$ 12,604,812 |

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Student/School Activity Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

Expenditures:

| 3xx-Community Services | \$ 3,005,000 |
|------------------------------|------------------|
| 4xx- Facilities Construction | \$ 9,599,812 |
| Total Appropriated | \$ 12,604,812 |

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

| AYES: | NAYS: | ABSENT: | RESOLUTION DECLARED ADOPTED. |
|--|-------|---------|------------------------------|
| The undersigned duly qualified and acting Secretary of the Board of Education of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, | | | |
| hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the board of education at a regular meeting held on June 24, 2024, and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended. | | | |
| Secretary, Board of Education | | | |

To: Board of Education

From: Christie Bueche

Date: June 24, 2024

RE: Financial Update – May 31, 2024

Financial updates to the Board are provided at the close of November, March, May, and June each year. The purpose of this memo is to provide an overview of financial performance through May 30, 2024. Included with this Financial Update is a compilation of individual financial narratives that were prepared by the administrators, department managers, and program directors.

The "Board Monthly Financial Report" summarizes the revenue and expenditures of the General Fund, Community Services Fund, Cooperative Activities Fund, Food Services Fund, and Student/School Activity Fund to the functional level, consistent with the actual Board adopted budget. The Board receives this report monthly.

Financial Summary

The budget is developed based on planned funding, staff, and programs with the most accurate information available at the time. Consistent with what we have done historically, we budget based on full staffing and do not prorate based on vacancies that might occur due to mid-year turnover or leaves of absence. Administrators, directors, and managers are conservative and careful in authorizing spending. Some expenses, such as utilities, can be volatile and may be somewhat unpredictable. Other expenses, such as tax refunds and deductibles on property insurance claims, are budgeted based on historical data, but favorable circumstances may allow us to minimize such expenditures in a given year. Inherent to our philosophy, budgets are not spent out simply because money has been approved. When final results come in under budget the excess funds are either carried over to the following year, when applicable by board policy, or added to fund balance.

COVID Grants and Other Related State Categorical Funding

We have drawn all of our Federal ESSER funds but are now receiving one-time categoricals from the State that target various issues that resulted from the COVID pandemic such as mental health and learning loss.

The expenditures, revenues, spending requirements, and timelines cross over multiple fiscal years. Some funding is being used to offset normal operating costs that will reduce pressure on the General Fund. Some funding is being used for extra support and materials. Attached to this narrative is an updated summary of the COVID and other related one-time funding sources.

Review of Revenue Budget Categories

General Fund Revenue – Revenue amounts are projected or estimated based on the amount and timing of payments for state aid per pupil foundation, number of students, local property taxes, federal grants, state grants, local grants, and other local revenue.

Foundation – The state aid per pupil foundation was based on \$9,608, a \$458 increase from 2022-23. The 2023-24 foundation is paid based on 90% October 2023 and 10% February 2023 student counts. The October 2023 student count was 3,362.84, a decrease of 15.15 students from October 2022. The October 2023 student count was finalized in April 2024.

Other State Categoricals – Also included are the Foundation Guarantee, At Risk, Board Member Training, Benchmark Assessments, CTE, Early Literacy, Data Collection, Enrollment Stabilization Payments, First Robotics, Bilingual Education, Mental Health and Security, Retirement Rate offsets, Retirement Reform Payment, Retirement unfunded stabilization payments, District Transportation Costs, FAFSA Completion, Educator Compensation Program, Computer Science Professional, Early Student Behavioral Intervention, National Board Certification, MI Kids Back on Track, Consolidation Feasibility Studies, Wraparound Services and other additional COVID grants from State funds that are in various stages in application and approval process.

Other Financing Sources – The budgeted transfers into General Fund are 10% of the expenditures of Food & Nutrition (\$211,082), Community Education (\$66,661), and ECLC Jenkins/Bates (\$112,302) self-supporting programs. Transfers through May 31 were \$177,081, \$69,337, and \$99.162, respectively. All programs will be financially able to return 10% to offset a portion of the indirect costs of their operations.

Review of Expense Budget Categories

The percentage of expenses used that are reported in the financial reports include expenses paid and encumbered (open purchase orders). Buildings and other programs have varying levels of purchase orders that have been issued for anticipated expenses. This may be misconstrued that a building or department has spent a larger portion of its annual budget or is doing better or worse than previous years. Please be cautious of making judgments without having the background information that supports the budget information presented.

Payroll – Expenses for salaries affect every building/program area with staff. The budget for salaries is based on annualized contracts. Year to date payroll is approximately 75% complete for teaching staff and 92% complete for non-teaching staff.

Leaves of absence affect overall results compared to budget. When staff has enough sick days banked to be paid for the duration of the leave, we incur the cost of the absent staff plus the cost of a substitute for that position. When a portion of the leave of absence is unpaid the lower cost of the substitute results in a reduced cost of coverage for a particular position. So far this year we have managed or are managing leaves of absence for 36 employees, including 24 teachers, 4 Building and Grounds, 1 administrator, 5 paraeducators, 1 individual, 1 bus driver. Paid leaves create vacancies that need to be filled with substitute employees, if we can find them, and result in a negative variance to budget. More often, absences and vacancies create overtime

or extra pay situations. For teachers whose leave of absence was the entire school year, we already adjusted the budget for the savings due to the unpaid portion of the leave.

Health Related Benefits – The 2023-24 budget for health related expenses is a combination of MESSA fully insured medical, dental, vision, LTD, Life, and BCBS fully insured medical. The total health benefit budget is \$4,869,000. The health costs will vary from budget mostly because of unfilled positions, periods of unpaid leave outside FMLA, and enrollment changes at open enrollment.

The limit that a public employer may contribute to a medical benefit plan for calendar year 2023 increased 1.3% and 2024 increased 4.1 percent. MESSA rates increased 7% on January 1, 2024. The District contribution for DAA, DEA, DESPA, and individual contracted employees increased 3% based on the various employee contracts. Bus drivers subscribe to Blue Care Network (BCN) which renews each July 1. The 2023-24 BCN rates increased 5.99% on July 1, 2023. The District contribution for Bus Drivers increased 1.3% based on the contract settlement. The group declined to pursue alternative plans.

Retirement Costs – Expenses for MPSERS retirement affect every building/program area with staff. The rate charged per employee is completely dependent on the individual employee's retirement elections. We budgeted 47.64% for the blended MPSERS rate. The employer contribution to the defined benefit plan is 20.96%-31.34%. The employer contribution to the defined contribution plan is 1%-9%. The District's MPSERS liability and rate stabilization rate is estimated to be 16.89% of the budgeted 2023-24 wages. The amount paid for the rate stabilization flows through our books, meaning we receive revenue to match the expenses billed by MPSERS. The majority of employees' elections require the District to pay 48.23% in total. We pay as much as 47.05% for employees electing the newest defined benefit plan. The District pays 46.85% for newly hired employees who completely opt out of the State Retirement system and make contributions on their own toward retirement. The General Fund budget for retirement is \$12,886,180 or 23.28% of the General Fund expenses. After offsetting \$6,872,500 from funding categoricals, the net MPSERS retirement cost budget is \$6,013,680, or 10.86% of the budget. The state categorical funding is not guaranteed. If eliminated, the full retirement cost would be a district obligation.

Payroll Taxes/FICA – Employees are participating in our Section 125/Cafeteria programs for pretax payroll deductions of health insurance premiums, Dependent Care FSA, Medical Care FSA, and Health Savings Accounts. Consequently, wages are exempt from FICA and Medicare payroll taxes. This saves both the employee and employer portions. The employer savings on FICA and Medicare create a positive variance on the related benefit lines. In addition, deductions for the MPSERS ORS Healthcare fund are also exempt. We anticipate approximately \$153,000 favorable variance due to FICA savings this year. Employees saved an equal amount.

Board of Education – This category includes activities of the Board of Education including board stipends, training/workshops, legal, unemployment, audit, and election costs. Legal expenses are at 109% and have exceeded the current budget. Overall, the Board of Education expenses are at 79%.

Executive Administration – This category is for the office of the superintendent. The budget includes superintendent and per contractual obligations. No major budget variances are expected at this time.

Business Office – This category includes the business office and associated services. During this fiscal year, there was a change in the CFO which included a transition period. As a result, salary and benefit expenditures for the current year will exceed the prior year due to this transition period spanning from late November through the end of December. The Business Office staff is stable and no major budget variances are expected at this time.

Business Services – This category includes severance payments, board insurance, non-health claim deductibles, interest expense, and tax refunds/collection costs. No major budget variances are expected at this time.

Operations/Utilities/Security – This category includes our Principal of Operations and associated operations budget, district utilities, school safety (including the liaison officer), and property insurance. The board approved the purchase of a new truck in April. A budget revision may be necessary for this added cost.

Supporting Services Central – This category includes communication services, personnel, and data collection/reporting. No major budget variances are expected at this time.

Other Financing Uses – This category is for recording transfers out of General Fund, primarily for subsidizing other Funds of the District. From the 2021-22 fiscal year end excess revenue, an amount equal to three years of projected Athletics subsidy of \$670,589 was transferred to the Community Services Fund and assigned for the Athletics program. The 2023-24 budget includes an additional subsidy of \$312,125 for Athletics. The total General Fund support for the Athletics program is \$982,714.

Debt Services – This category is for the Common Debt Retirement of the 1998 Debt, 2017 Building and Site and Refunding Debt, 2021 Taxable Refunding Debt, and 2023 Building and Site Debt.

Revenues are property tax collections. Expenditures are principal and interest payments on the bonded debt. No borrowing was necessary from the School Bond Loan Fund this year. We structured the debt to minimize the need to borrow from School Bond Loan Fund (SBLF) going forward. However, the account is still open and available if the need arises. The current balance in SBLF is \$1,070. Our final payoff requirement for the School Bond Loan Fund is 2034.

While the goal is that these funds have revenue equal to expenses and no fund balance, the timing of payments on the debt and the taxes received from collections generate some fluctuation in balances.

Year End Estimate

We will need to realign functional appropriations in a June budget amendment for both the General Fund and the Community Services Fund. While it is anticipated that the usage of the fund balance for this fiscal year will be reduced, a year-end estimate is not yet available. Numerous new state categorical grants were received in June, and we are currently in the process

of recording costs, reallocating expenses, and calculating the amounts that will need to be deferred to the next fiscal year. A comprehensive budget amendment memo will accompany the resolutions.

To: Board Of Education

From: Christie Bueche

Date: June 24, 2024

RE: Building/Department Financial Narratives – May 31, 2024

The following is a compilation of information received from administrators and program directors/managers regarding the budget status as of May 31, 2024.

Dexter Early Elementary Complex (DEEC) – Anchor and Beacon Elementary Schools are currently operating within the budget established at the beginning of the 2023-24 school year, with expenditures comparable to previous years. Anchor has spent 87% of its budget and Beacon with 80%. Budget is on target with previous years. At this time, the DEEC anticipates that it will continue to operate within its budgetary constraints for the remainder of the school year. The remaining carry-over money and supply money will be used to replace consumables, provide supplies for students and classrooms.

Our parent group, DEEC PTO, continued to supplement our budgets by providing grants for student programs, such as assemblies and field trips, playground materials and additional classroom needs. These grants have provided a varied learning experience for all students, allowing them to explore new concepts in a hands-on or real-world approach. The DEEC PTO will have carryover funds to start the new school year prior to our annual Fall Fun Run fundraising event.

Wylie – Wylie Elementary School expenses continue to be in line with expenditures from previous years. Wylie is currently operating within its budget for the 2023-24 school year. We have spent 84% of our budget. This is consistent with previous years. At this time, we anticipate that we will stay on budget for the remainder of the school year. Numbers for our teaching and support staff remained consistent throughout the 2023-24 school year as well. This spring we were able to utilize some of our budget to support the place-based learning happening in our building. Our students hosted a spring Wylie Walkers event and showcased some of the learning that they have been doing related to Dexter and the bicentennial.

Creekside – Creekside Intermediate School is operating within the budget established for the 2023-24 school year and expenses have been consistent with previous years. We have spent 83% of our budget as of May 31. Staffing has remained fairly consistent and we are maintaining a healthy budget. We anticipate carrying over a portion of our budget.

Mill Creek - Mill Creek Middle School continues to operate under the budget estimate. Expenses for 2023-24 have been consistent with expenditures from previous years. As of May 31, we have spent 81% of our budget. I do not anticipate any fiscal challenges that will alter our original plan of operating under the established budget.

Dexter High School - Dexter High School is currently operating well within its budget for the 2023-24 school year. In some areas, our expenses are slightly higher as a result of more experiential learning both inside and outside the classroom. Even with these high expenses, we have stayed well within our budget this year, spending 78% of our allocation as of May 31.We experienced no major issues within our budget this year.

We are on track to underspend our per-pupil accounts. This year, we utilized portions of our budget to increase out-of-the-classroom experiences for students. We are expecting to increase our carry over amount.

Overall, we are pleased with how the DHS budget was allocated throughout the 2023-24 school year. Our budget expectations were met.

Dexter Alternative School – Dexter Alternative School is currently operating within its budget for the 2023-24 school year. As of May 31, we have spent 92% of our budget and do not anticipate any fiscal challenges that will significantly alter our budgeting expectations.

Special Education - The Special Education Department is operating within its overall budget for the 2023-24 school year. Based on the 2024 Spring Count data, the district currently supporting 473 students who are identified as needing special education and receiving services within the district.

This school year, expenditures have included updating assessment measures to determine special education eligibility, updated progress monitoring tools, staff professional development, and updated curriculum resource materials to support students' specialized instructional needs.

We are currently over budget allocations in the categories of software, other purchased services, and staff development/conferences. Software expenses exceeded budget allocation due to the need for curriculum software used for our students in the High Needs Resource Room Programs for students working on extended grade-level contact expectations and functional-based curriculum. We are over budget allocation for the other purchased services due to the need to provide community-based tutoring as part of two students' alternative education programming. Additionally, we have exceeded budget allocation in the area of staff development/conferences due to the need to confine the certification of trainers for CPI Non-Violent Crisis Intervention and the required workbooks for staff CPI certification. Overall, our budget is currently at 83%.

The Special Education Department is planning for this summer's Special Education Extended School Year (ESY) program. 48 students with Individualized Education Plans have qualified for and have been invited to participate in ESY programming.

Curriculum and Instruction – As we close the end of the 2023-24 school year, the Improvement of Instruction budget is over budget by roughly 7%. While we work to operate within the constraints of the budget, this year was particularly challenging as we worked to support a new ELA curriculum in grades Y5-4, new grants, and new guidance regarding curricular expenditures. We have been working with the business office staff to have a better understanding of the organization's budgetary needs and will work to plan accordingly for 2024-25.

As we enter this phase of the year, our focus shifts towards planning and budgeting for professional development and resources in the upcoming 2024-25 school year. This entails

evaluating software licenses for renewal or termination and allocating resources for curricular materials essential for the start of the 2024-25 academic term.

Despite the loss of Title I funding for the upcoming year, efforts have been dedicated to securing and executing categorical grants to introduce new learning avenues for both staff and students, such as computational thinking and computer sciences. We have also been working to secure funds to provide tutoring opportunities for DCS students. Additionally, these grants are leveraged to bolster existing district initiatives and endeavors.

Our commitment remains steadfast in advancing teaching and learning endeavors districtwide, and we will continue to aggressively pursue categorical grants to support our district initiatives.

Community Services Programs –

Athletics Program -

Dexter Athletics has finished the 2023-24 sports season. Participation fees have been collected and totals are being tallied. We have had close to 1,000 athletes participate in an athletic extra-curricular activity at Dexter Schools this year. The athletic department and its athletes are gracious for your continued commitment to an important part of the overall students, school, and community experience. Revenues collected as of May 31 are \$449,772 and expenses are \$1,319,064. Athletic expenses are currently 109% of the established budget, however, there are encumbrances for transportation that were estimated at the beginning of the seasons that will be adjusted to actual costs in June. We are expecting to be close to the established budget.

To maintain and provide the best field conditions and equipment, the athletic department had to purchase the follow items:

- Privatized bus transportation and van rental for many teams this year
- Infield material mix to repair and maintain fields
- Strength and Conditioning Equipment
- Improvements to the Track and Field Events area
- Projectors, speakers and other equipment for Banquets to celebrate our successes
- HUDL team subscriptions and HUDL cameras
- Coaches Professional Development
- Track equipment: Hurdles and mat covers to protect our gear
- Unified Athletics advancement and participation

The coaches we have representing our community and student athletes continues to be a point of pride within the community. These individuals have put in countless hours to help cultivate, create, and established a winning culture for Dexter Community Schools. Transportation expense has impacted the budget heavily again. A huge shout out goes to Deneen Smith, Laurie Farmer and everyone in the Dexter transportation who work with us and help us as much as possible. They are amazing.

The athletic department is continuing its relationship with the Athletic Booster Club of Dexter (ABCD) to continue to enhance our overall athletic department. The new vision and creation of ABCD has enhanced the athletic experience for all athletes. ABCD's mission "The Athletic Booster Club of Dexter believes in the power of sports to transform lives and positively impact our entire community. Fulfilling our mission — To strengthen our championship athletic program and ensure every Dexter student that wants to play, can." means Dexter students,

families and our community always wins. The ABCD works with us to help ensure that scholarships can be made available to families.

Community Education Rec/Ed Program –

FYTD revenue is 115% of budget and expenses are tracking at 106% of budget. 2023-24 revenue is \$1,157,970 and expenses are \$771,360.

The Status of each Community Ed program as of May 31, 2024 is as follows:

- After Care and Special Day Programs: The 2023-24 school year After Care program operated at full capacity (138 kids) all year. Fiscal year to date revenue is \$388,061 with \$74,857 in expenses. The 2023-24 After Care program wraps up on Monday June 10. We plan to open a fifth After Care room for the 2024-25 school year and will max out our licensed capacity of 150 students.
- Recreation and Education Programs:
 - Open Swim and pool parties: We have collected \$6,439 FYTD in open swim and pool parties.
 - O Swim Lessons: Our FYTD revenues are \$6,065 with \$4,755 in expenses. The Wylie pool shut down mid-May for maintenance and we were unable to run two sessions of swim lessons this year. This was similar to last year.
- Adult and Youth programming:
 - Adult Enrichment \$32,230 in revenue, \$10,905 in expenses. Expenses are 34% of revenues. Revenues increased by 37% over 2022-23 due to an increase in enrollment and class options.
 - O Youth Enrichment \$119,848 in revenue, \$44,296 in expenses.
 - O Youth Sports \$323,663 in revenue, \$159,266 in expenses. Revenues increased by 2% over 2022-23
- Facility Rentals: For 2023-24, we collected \$106,128 in facility revenue as of May 31. We have collected an additional \$3,744 to cover personnel costs to offset custodial and lifeguard fees. This includes building, pool, and field rentals.
- Camp Dexter 2024: Camp Dexter is running 9 weeks this summer. We have increased our max capacity to 118 campers, up from 108 last year. We had over 140 contract requests submitted the first four hours that registration was open from just returning camp and care families. We are at capacity every week except 2. Each week, summer campers go to Blue Heron Bay, plus one big field trip. Camp Dexter field trips include Hudson Mills Metropark, Michigan Stadium, Emagine Theater, bowling, Launch Trampoline, The Creature Conservancy, Putting Edge (indoor putt-putt) and the ever popular end of year trip to Rolling Hills.

Early Childhood Learning Center (ECLC) Jenkins/Bates Program

Jenkins Early Childhood Learning Center (ECLC) is operating within the budget established for the 2023-24 school year. We continue to explore potential growth opportunities and plan to open an additional 4 year old classroom based on requested enrollment. Adding this additional classroom along with a tuition increase of 2% will grow our revenue. We continue to incur additional costs for upkeep and maintenance of our aging buildings and systems. We will draw on our fund balance to cover the expenses which exceed our revenues. The ECLC change in Fund Balance through May 31 is (\$40,174.53). The projected change in Fund Balance through June 30 is (\$193,977) based on current overall approved budget. Jenkins provides care to 49

children of 37 Dexter Community School employees that has resulted in \$80,062 of child care discounts as of May 31, 2024. We will return 10% for indirect costs to General Fund this fiscal year.

Buildings and Grounds – The Buildings and Grounds department is currently operating within its budget for the 2023-24 school year. The overall budget spent at this time is 88%, compared to 89% of the overall budget spent last year through May. We anticipate ending this fiscal year within the current remaining allocation.

Principal for Operations – At this time, preparations are in order for all the scheduled Series II bond projects. This will help finalize the spending of all monies from the 2017 bond. All of the work was approved by the Board of Education. As the projects progress, we will monitor the budgets and the need to spend any of the contingency funds that were set aside. Work on the Wylie Pool has been going on for a month and there may be additional costs due to some tile replacement and grouting. The solar field and solar walkway are almost fully completed. We are currently waiting on the final electrical hookups and then confirmation from DTE that the system is fully operational. The overall district facility assessment is due to the completed the week of July 10th. At that time, we will begin to gather input from stakeholders about our next steps.

We will be using the line item, in the Principal for Operations accounts, titled Building Repairs to pay for items such as caulking at the pool, repairs to fencing, and other district needs that arise and are not bondable expenses. We are staying within the district and bond budgets for all purchases. The budget is in line with expenditures from previous years.

Food and Nutrition – Food and Nutrition's revenue expenses are \$1,871,899 revenue and \$2,154,994 expenses through May 31. The Food & Nutrition change in Fund Balance through May 31 is \$(282,677). The Food & Nutrition change in Fund Balance through May 31 is (\$283,094). The projected change in Fund Balance through June 30 is (\$21,499) based on current overall approved budget.

Food and Nutrition's adjusted revenue accruals and expenses encumbered, are \$2,442,420 revenue and \$2,341,102 expenses through May 31. The Food & Nutrition change in Fund Balance through May 31 is \$101,318 Adjustments for revenues include meal claim reimbursements not yet received, sales, and accounts receivables for invoices billed but unpaid. Adjustments for expenses include labor costs accrued, and unrealized monthly expenses.

We have an Excess Fund Balance of \$467,159 from FY 2022-23 that we are working to spend down this year. However, a carryover will occur due to larger projects that will need to occur after school is out. This may affect our end of year Fund Balance for FY2023-24, as remaining project expenses for the plan will be spent in FY 2024-25.

Detailed budget information is available upon request.

Technology – The Technology Department is on track to meet this year's overall budget. We have upgraded the public address system at Creekside as well as a new installation of a public address system at Jenkins. These efforts will enhance communications within our buildings for staff and students. In addition, we continue to upgrade security cameras throughout the district to modernize security video controls and improve the image of the spaces covered by these cameras. Our ongoing efforts remain concentrated on fortifying network security as we explore and implement new methods to secure our infrastructure.

Transportation – The Transportation Department has remained within the budget this year. We are experiencing increased repair costs as some of our buses are starting to show their age and mileage.

We are trying to fill one monitor position to support our growing Special Needs routes. The transportation department continues to operate with limited staff. We hope to find up to an additional 6 drivers and train them this summer. Our drivers will be attending their biannual continuing education classes this summer at WISD as well as more specialized training at the Michigan Association for Pupil Transportation Annual Conference. Camp Dexter plans to use our buses for numerous trips and we will also be transporting the annual Mill Creek trip to Cedar Point on June 12th. We are now beginning to build our summer routes for the local and WISD ESY students. Thank you for all of your support throughout the year. Happy summer to you all!

Cooperative Activities Fund - The Dexter Multigenerational Community Center project is making steady progress. The District finalized a Purchase Agreement with the 5 Healthy Towns Foundation and acquired the Dexter Wellness Center at 2810 Baker Rd. on April 26. Alongside this, a Management Agreement was established with the Foundation to oversee the facility's operations until at least March 31, 2025. Additionally, a lease was signed with the Dexter Senior Center on the same day for the former ATI Space within the Wellness Center.

A ceremonial ribbon cutting was held on May 20, attended by Congresswoman Debbie Dingell, Senator Sue Shink, Representatives Jennifer Conlin and Carrie Rheingans, and representatives from local organizations, including the Dexter School Board, Dexter Senior Center, 5 Healthy Towns Foundation, Dexter Wellness Center, and DCS District Staff.

Operationally, the Dexter Wellness Center holds monthly review meetings involving Power Wellness corporate and local leadership, along with Foundation leadership. The first of these meetings took place on May 22, attended by Chris Timmis, Craig McCalla, and Sharon Raschke. Membership has increased by 106 compared to last April, and the net income year-to-date through April 30 is \$7,358, with the goal of achieving financial and operational consistency in the first year.

The Dexter Senior Center Board, Finance Committee, and Facility Committee along with Steve Brouwer continued to plan the new Dexter Senior Center facility and manage the available grant funds.

| | Dexter Multigenerational Community Center | | | |
|------------|--|----------------|----------------|----------------|
| | Grants Overview | | | |
| | | Budget | FYTD 2023-24 | Remaining |
| | | | thru 5/31/2024 | Funding |
| Revenue | DHHS ARP-Senior & Community Cnt | \$8,500,000.00 | \$5,637,884.94 | \$2,862,115.06 |
| Expenses | 1391 - Other Community Services Totals | \$500,000.00 | \$114,907.44 | |
| Expenses | 1451 - Site Acquisition Services Totals | \$165,000.00 | \$22,977.50 | |
| Expenses | 1455 - Building Acquisition Totals | \$7,635,000.00 | \$5,300,000.00 | |
| Expenses | 1459 - Other Acquisition Services/FF&E Totals | \$200,000.00 | \$200,000.00 | - |
| Revenue v | /s Expenses | \$0.00 | \$0.00 | |
| Revenue | DSC-ARP-Community Priority Funds-Food Assistance | \$100,000.00 | \$100,000.00 | \$0.00 |
| Revenue | DSC-ARP-Community Priority Funds-Capital Project | \$654,812.00 | \$34,300.38 | \$620,511.62 |
| Expenses | 1391 - Other Community Services Totals | \$0.00 | \$0.00 | |
| Expenses | 1453 - Architecture & Engineering Services Totals | \$134,300.38 | \$134,300.38 | |
| Expenses | 1455 - Building Acquisition Totals | \$620,511.62 | \$0.00 | |
| Expenses | 1459 - Other Acquisition Services/FF&E Totals | \$0.00 | \$0.00 | |
| Revenue v | /s Expenses | \$0.00 | \$0.00 | |
| Total Fund | ding | \$9,254,812.00 | \$5,772,185.32 | \$3,482,626.68 |
| To record | transfer of costs from DCS prior to 2/1/2024 paid by I | OSC Grant | | |
| Revenue | Dexter Senior Center | \$0.00 | \$33,900.38 | \$0.00 |
| Expenses | 1391 - Other Community Services Totals | \$0.00 | \$33,900.38 | |
| Revenue v | /s Expenses | \$0.00 | \$0.00 | |

The project has received an additional \$850,000 appropriation from the FY24 Community Project Funding Program, with a kickoff webinar scheduled for June 4 to provide guidance and timeline details. The Multigenerational Committee will discuss this grant at their next meeting on June 5.

For more details on the activity, please refer to the Multigenerational Committee minutes and executed contracts that have been provided to the Board as Information Items.

| | | | | | | 2023-24 | |
|--|-------|------------|--------------|--------------|------------|------------|---|
| Grant Description | Grant | 2019-20 | 2020-21 | 2021-22 | 2022-23 | estimate | Use of Funds |
| COVID-ESSER CARES | 7960 | \$ 174,666 | | | | | Anchor K-2 Virtual/Hybrid Teachers |
| | | | | | | | |
| School emergency relief formula | | | | | | | |
| CPVOD - Child Care Block Grant | 7970 | \$ 38,769 | \$ 38,769 | | | | Offset of costs for child care operations during COVID Tuition relief for parents for child care during |
| | | \$ 19,312 | \$ 20,311 | | | | COVID |
| COVID-District Covid CRF 103(2) | 7980 | | \$ 44,690 | | | | Anchor K-2 Virtual/Hybrid Teachers |
| paid by State Aid Status 7/2020 | 1 | | | | | | |
| COVID-11p CRF \$350pp | 7990 | | \$ 1,269,618 | | | | 74.5 days of Anchor K-2 Virtual/Hybrid Teachers |
| paid by State Aid Status 8/2020 | | | | | | | 3.09% off schedule payment for virtual/hybrid instruction development |
| 31o School Support | 2380 | | | \$ 443,926 | \$ 292,991 | \$ 146,496 | District + K-2 Counselor \$261,790 |
| | | | | | | | Psych .2 increase \$23,093 |
| | | | | | | | District + K-2 Social Worker \$260,813 |
| 31aa Mental Health and School | 2490 | | | | \$ 393,979 | \$ 774,074 | Mental health supports and counseling |
| Safety | | | | | | | for students and staff, School Safety |
| 22l District Transportation Costs | 2690 | | | | | \$ 371,374 | Transporation Costs |
| 11x(6) Consolidation Studies | 2930 | | | | | \$ 250,000 | Analysis of consolidation of Districts/Services |
| 99b Computer Science Professional | | | | | | | Develop and Implement Teacher Professional |
| Learning | 3620 | | | | | \$ 29,180 | Development programt for computer science |
| State Equalization Formula 11r(4) State makeup to \$450 pp | 3870 | | \$ 798,676 | | | | 62.5 days of Anchor K-2 Virtual/Hybrid Teachers |
| based on 3573 students | | | | | | | |
| Innovative Practices | 3880 | | | \$ 226,563 | | | SPARK development 68 days 3/9-6/18/2021 |
| State Section 23b(2d) \$100 pp | | | | | | | Additional Summer curriculum development |
| ESSER II Summer School | 4310 | | | \$ 1,222,100 | | | Additional staff, camps, and supplies \$360,964 |
| | | | | | | | Additional Transportation \$100,673 |

| | | | | | | | | 2023-24 | |
|---|--------------|---------|------------|-----|-----------|-----|---------|----------|---|
| Grant Description | Grant | 2019-20 | 2020-21 | 202 | 21-22 | 202 | 2-23 | estimate | Use of Funds |
| | | | | | | | | • | SPARK development 44 days 1/4-3/8/2021 |
| Section 23b(2a) \$550 pp | | | | | | | | | \$130,246 |
| K-8 Dreads Summer | | | | | | | | | Admin summer \$370,274 |
| | | | | | | | | | Summer B&G \$259,943 |
| ESSER II HS Credit Recovery | 4320 | | | \$ | 485,650 | | | | Additional staff, camps \$67,413 |
| Section 23b(2b) \$550 pp | | | | | | | | | HS Counselors \$73,821 |
| 9-12 Summer Credit recovery | | | | | | | | | Admin summer \$196,752 |
| | | | | | | | | | Summer B&G \$147,664 |
| ESSER II After School Section 23b(2c) \$25,000 | 4330 | | | \$ | 25,000 | | | | Development of programming K-6 |
| ESSER II Teacher/Support Stipend | 4340 | | | \$ | 93,000 | | | | Additional expenses of staff stipends |
| Section 23c(4a-b) \$1000/teacher | | | | | | | | | Grant award \$318,750 |
| \$250/support | | | | | | | | | (prorated based on actual payout) |
| ESSER III | 4350 | | | \$ | 495,451 | \$ | 952,015 | | Anchor K-2 Teachers 43 days (2021-22) 87 days (2022-23) |
| 20% Learning Loss | 4351 | | | \$ | 371,876 | | • | | Intervention Instruction K-4 \$230,570 |
| | | | | Ĺ | , | | | | Reading Horizons materials \$141,306 |
| IDEA Preschool ARP | 4370 | | | \$ | 9,639 | | | | Special Education early intervention |
| ESSER III State Equalization 11t | 4410 | | | \$ | 1,430,890 | \$ | 655,363 | | Intervention K-12 \$422,434 (22-23 \$385,930) |
| | | | | | | | | | Counselors K-8 \$493,678 (22-23 \$269,433) |
| | | | | | | | | | Nurse \$75,423 |
| | | | | | | | | | Curriculum Leadership \$439,355 |
| ESSER II Benchmark Assessment Section 104a | 4430 3480 | | | \$ | 27,975 | \$ | 27,900 | | NWEA to support students with learning loss |
| | | | | | | | | | Tutoring services, instructional coaches, and |
| ESSER II Learning Loss 98c | 4510 | | | | | \$ | 176,393 | | intervention staff |
| ESSER II Formula 11r(2) | 4850 | | | | | | | | |
| Section 11r(2) 43.6% of ESSERII | | | \$ 352,948 | | | | | | 31 days of Anchor K-2 Virtual/Hybrid Teachers |
| Section 11r(2) 56.4% of ESSERII | | | 7 332,340 | \$ | 456,564 | | | | 40 days of Anchor K-2 Teachers |
| MDHHS Health Resource Advocate | 6180 | | | \$ | 100,000 | \$ | 100,000 | | Additional Nurse and COVID support |

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| | | | | | | | | | 202 | 3-24 | |
|-----------------------------------|-------|------------|---------------------|-----|---------|----|----------|---|-------|---------|--|
| Grant Description | Grant | 2019-20 | 2020-21 | 202 | 1-22 | 20 | 22-23 | - | estir | nate | Use of Funds |
| | | | | | | | | T | | | Admin costs of reporting for Pandemic Electronic |
| Pandemic-EBT Local Costs | 6640 | | | \$ | 614 | \$ | 62 | 8 | | | Benefit Transfer |
| IDEA ARP Flowthrough | 9830 | | | İ | | \$ | 119,62 | 6 | | | Special Education services |
| 97 School Safety | 2440 | | | | | | | T | \$ | 395,272 | Upgrading and adding security cameras |
| 97b School Resource Officer | 2540 | | | | | \$ | - | T | | | Grant application was denied |
| 97c Risk Assessments | 2550 | | | | | \$ | 26,00 | 0 | | | District wide site assessment |
| 97d Critical Incident Mapping | 2560 | | | | | \$ | 44,63 | 8 | \$ | 20,362 | Critical incident mapping |
| | | | | | | | | | | | Purchase and implementation of tools that |
| | | | | | | | | | | | identify and collect early behaviors that require |
| 97j Early Student Behavior | | | | | | | | | | | intervention to prevent abuse, self-harm, or |
| Intervention Tools | 2860 | | | | | | | | \$ | • | violence |
| Grow Your Own | 2480 | | | | | \$ | - | | | | Grant application was denied |
| Future Educator Stipend | 2600 | | | | | \$ | 9,60 | 0 | | | Grant to fund future teacher education |
| 147c2 MPSERS One-Time Deposit | 2630 | | | | | \$ | 2,586,34 | 6 | | | ORS paydown of MPSERS unfunded liability |
| | | | | | | | | | | | |
| 27l Educator Compensation Program | 2740 | | | | | | | | \$ | 154,338 | Grant to offset increase in educator pay |
| 20(7) 5 | | | | | | | | | | | From Horacot Cook Horaco for all and for all all dates |
| 29(7) Enrollment Stabilization | 2760 | | | | | | | | _ | | Enrollment Stabilization funding for districts |
| Payments | 2760 | | | | | | | 4 | \$ | 62,657 | experiencing a decline is student count |
| 35j Early Literacy | 2820 | | | | | | | | \$ | 233,467 | Grant to improve literacy instructional practices |
| | | | | | | | | | | | Grant to encourage students completing the |
| 67f FAFSA Completion Challenge | 2830 | | | | | | | | \$ | 13,750 | FAFSA application |
| | | | | | | | | | | | Grant to address students not proficient in math |
| 23g MI Kids Back-on-Track | 2900 | | | | | | | | \$ | 327,337 | or reading |
| | | | | | | | | | | | |
| CRF- MAISA Device Purch Prog | 4830 | | \$ 23,947 | | | | | 4 | | | Rebates for tech devices purchased through Bond |
| | | | \$ 29,103 | | | | | 4 | | | Rebate for virtual learning and connectivity |
| Unanticipated School Closure | | | | | | | | | | | Additional expenses of staff and supplies for |
| Summer Food Service Program | 0500 | 4 700 045 | 6 4 06 1 = - | _ | 07.006 | | | | | | community food meal kits and free breakfast and |
| (SFSP) | 8580 | \$ 730,812 | \$ 1,064,551 | \$ | 97,806 | | | | | | lunch meals for all students |
| National School Breakfast (NSLP) | 8500 | | | \$ | 183,667 | | | | | | Free breakfast for students (2021-22 school year) |

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| | | | | | | | | 20 | 23-24 | |
|------------------------------------|-------|------------|--------------|----|-----------|----|-----------|-----|-----------|---|
| Grant Description | Grant | 2019-20 | 2020-21 | 20 | 21-22 | 20 | 22-23 | est | imate | Use of Funds |
| National School Lunch (NSLP) | 8510 | | | \$ | 1,461,659 | | | | | Free lunch for students (2021-22 school year) |
| | | | | | | | | | | Free snack milk for students (2021-22 school |
| National School Lunch Snack (NSLP) | 8610 | | | \$ | 13,388 | | | | | year) |
| 10 Cents A Meal for Michigan Kids | | | | | | | | | | Fresh produce from local vendors (funding |
| and Farms | 3730 | | | | | \$ | 12,500 | \$ | 40,185 | received year after expense) |
| Local Food for Schools | 8510 | | | | | \$ | 8,713 | | | Local produce for students |
| Seamless Summer Option (SSO) | | | | | | | | | | |
| Lunch | 8510 | | | | | \$ | 11,972 | | | Free Lunch for students (Summer 2022) |
| | | | | | | | | | | Offset increased food costs due to supply chain |
| Supply Chain Assistance Funds | 8510 | | | \$ | 68,885 | \$ | 106,188 | \$ | 86,037 | issues |
| | | | | | | | | | | Fall 2021-Jenkins/ECLC staff bonuses, staff raises, |
| | | | | | | | | | | reimbursed parent tuition for days closed due to |
| | | | | | | | | | | COVID, reimburse 2020-21 excess cost of |
| Child Care Relief Fund Grant | 7010 | | | \$ | 229,960 | | | | | childcare staff. |
| | | | | | | | | | | Spring 2022-Jenkins/ECLC additional grant for |
| | 7010 | | | \$ | 225,020 | \$ | 32,000 | | | operations, Staff bonus (paid 8/2022) |
| | | | | | | | | | | Spring 2022-Community Ed Rec/Ed staff pay, staff |
| | 7011 | | | \$ | 173,313 | \$ | 12,000 | | | bonus (paid 8/2022) |
| | | | | | | | | | | Summer 2022-Jenkins/ECLC additional grant for |
| | 7010 | | | | | \$ | 178,760 | | | operations |
| | | | | | | | | | | Summer 2022-Community Ed Rec/Ed additional |
| | 7011 | | | | | \$ | 137,875 | | | grant for operations |
| General Fund Revenue | | \$ 174,666 | \$ 2,465,932 | \$ | 5,389,248 | \$ | 5,385,479 | \$ | 2,821,560 | \$ 16,236,885 |
| Capital Projects Fund Revenue | | \$ - | \$ 53,050 | \$ | - | \$ | - | \$ | - | \$ 53,050 |
| Food Service Fund Revenue | | \$ 730,812 | \$ 1,064,551 | \$ | 1,825,405 | \$ | 139,373 | \$ | 126,222 | \$ 3,886,363 |
| Community Services Fund | | \$ 58,081 | \$ 59,080 | \$ | 628,293 | \$ | 360,635 | \$ | - | \$ 1,106,089 |
| Total Covid Funding | | \$ 963,559 | \$ 3,642,613 | \$ | 7,842,946 | \$ | 5,885,487 | \$ | 2,947,782 | \$ 21,282,387 |

Policy Committee Minutes June 5, 2024 8:30am Bates Boardroom

Meeting called to order at 8:40am

Present: Committee Members Elise Bruderly (chair), Mara Greatorex, Melanie Szawara:

Staff: Barb Leonard, Chris Timmis, Hope Vestergaard

- 1. <u>Minutes</u>. Mara Greatorex made a motion to approve the minutes from 5-6-2024. Melanie Szawara seconded the motion. Motion carried (unanimous).
- 2. **Agenda**. Mara Greatorex made a motion to approve the agenda. Melanie Szawara seconded the motion. Motion carried (unanimous).
- 3. Public Participation none
- 4. Discussion
 - a. Thrun Series 3000 Policies
 - i. Reviewed Sections 3100; 3400; 3500 all ready for first reading
 - ii. Reviewed & discussed the following policies:
 - 1. 3201 Accounting: add current 6800 (system of acct'ing) to policy; create 3201A Audit Policy using current 6830
 - 2. 3202 Budget
 - 3202A Create new policy called Management of Annual Budget using current 6231.01 (mgmt. of budget); 6231.02 (min. Financial reporting reqs); 6612 (fund balance); 6604 (req'd designated reserve funds); 6605 (board designated reserve funds)
 - 4. 3203 Deposits add language from 6147 (Selection of Financial Institutions)
 - 5. 3204 Investment of Funds add language from 6144 (Investment Policy)
 - 6. 3205 Disbursements add language from current 6470 (payment to vendors)
 - 7. 3309 ready for first reading with rest of section 3300
 - iii. Next meeting June 24,12:00pm at Bates (Section 3000)
- Future Business Remaining Section 3000 policies (list attached); review policy 5407 Instructional Program & Curriculum per board request
- 6. Adjournment 11:45am

Policy Committee Minutes – June 5, 2024

Remaining Series 3000 policies

3200 Finance and Borrowing 3201 Accounting

3202 Budget and Truth in Budgeting/Taxation Hearings

3203 Deposits

3204 Investment of Funds

3205 Disbursements

3206 Property Tax Levies

3207 School Activities Fund

3208 Surety Bonds of District Officials or Intentionally Left Blank

3209 Debit/Credit Cards

3210 Borrowing

3211 Post-Issuance Tax Compliance

3212 Post-Issuance Disclosure Compliance

3213 Electronic Transactions of Funds and Automated Clearing House Arrangements

3300 Facilities, Real and Personal Property

3301 Purchasing and Procurement

3301A Purchasing and Procurement with Federal Funds

3302 Acquisition of Real Property

3303 Gifts and Donations

3304 Use of District Property

3305 Sale or Lease of District Property

3306 Construction Bidding

3307 Construction Administration

3308 Distribution of Printed Material and Advertising in School

3309 Bus Inspections (already reviewed; holding for first reading with rest of section)

PURCHASE AGREEMENT (Wellness Center)

This PURCHASE AGREEMENT ("Agreement") is made this 2 day of ______, 2024, by and between DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130 (the "Purchaser"), and CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation, whose address is 14800 E. Old US Hwy 12, Chelsea, MI 48118 (the "Seller").

WHEREAS, the Seller is the owner of all of that certain real property comprising of Unit 1 in the Dexter Town Center Condominium located in the City of Dexter, Washtenaw County, Michigan, commonly known as 2810 Baker Road, Dexter, Michigan 48130 and more particularly described on Exhibit A attached hereto (the "Real Property");

WHEREAS, Seller is also the owner of the personal property and other non-real estate assets as set forth on Exhibit B (the "Personal Property"; collectively with the Real Property, the "Property"); and

WHEREAS, the Seller desires to sell, and the Purchaser desires to purchase the Property pursuant to this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the parties hereto agree as follows:

- 1. Agreement to Sell and Convey. Seller agrees to sell and convey to Purchaser the Real Property, together with all (a) easements, rights, hereditaments and appurtenances thereto, including, without limitation, mineral rights; (b) all improvements on the Property; and (c) all fixtures, equipment, machinery and other personal property owned by Seller located on, or attached to, or used in connection with the operation of the Real Property, including the Personal Property, for the Purchase Price (as defined below), subject to and upon the other terms and conditions set forth in this Agreement.
- 2. **Purchase Price**. The purchase price (the "Purchase Price") for the Property shall be Five Million Five Hundred Thousand and 00/100 (\$5,500,000.00) Dollars, to be paid at Closing (as defined below) (increased or decreased to reflect closing adjustments and prorations) in immediately available funds, by title company escrow check or by confirmed wire transfer. The Purchase Price shall be allocated among the Property as follows:

Real Property:

\$5,300,000

Personal Property:

\$ 200,000

3. **Due Diligence.**

A. Purchaser and its agents shall have until May 1, 2024 (the "<u>Inspection Period</u>"), to inspect and investigate or cause to be inspected or investigated all aspects and conditions of the Property. Purchaser and Seller entered into a Temporary Access Agreement, effective February 8, 2024, which is attached hereto as Exhibit C and incorporated by reference as

is fully set forth herein. The Temporary Access Agreement governs Purchaser's ability to access the Property for inspections, including environmental and physically invasive testing. Purchaser shall, upon Seller's request, provide Seller with copies of any reports generated in connection with its inspection activities. Upon written notice from the Purchaser to the Seller, the Inspection Period shall be extended for an additional thirty (30) days to allow Seller to complete and receive reports from any and all inspections, including, but not limited to environmental due diligence (Phase I, Phase II, and Baseline Environmental Report, etc.).

B. In the event Purchaser determines that any of the conditions specified in this Section are not fulfilled or satisfactory to Purchaser in its sole discretion, then Purchaser may rescind this transaction by giving written notice to Seller (the "Rescission Notice") at any time on or before 5:00 p.m. prevailing Eastern time on the last day of the Inspection Period, in which case this Agreement shall be terminated. In the event that Purchaser fails to deliver the Rescission Notice to Seller before expiration of the Inspection Period, Purchaser shall no longer be entitled to terminate this Agreement (except as otherwise provided herein) and the parties shall proceed to Closing in accordance with and subject to the other terms of this Agreement.

4. <u>Condition and Evidence of Title.</u>

- A. Condition Of Title. At Closing, Seller shall convey and deliver to Purchaser (a) fee simple title to the Real Property subject only to the Permitted Exceptions (defined below), and (b) Seller's right, title and interest in and to the Property without any representation or warranty of any kind or nature whatsoever, unless otherwise provided in Seller's Representations (as defined below). The following shall constitute "Permitted Exceptions" to title to the Real Property: (i) all applicable laws, zoning ordinances and other governmental regulations, (ii) current real estate taxes and assessments not yet due and payable, (iii) any lien or encumbrance arising out of the acts or omissions of Purchaser, and (iv) any other items disclosed on the Title Commitment and which are accepted in writing by Purchaser, or deemed accepted by Purchaser in accordance with this Section 4.
- B. **Title Commitment**. Purchaser ordered a title commitment for the Real Property (the "<u>Title Commitment</u>"), in the amount of the Purchase Price allocated to the Real Property, which commitment shall be issued by First American Title Insurance Company, whose address is 400 N. Water Street, Suite 100, Rochester, Michigan 48307 (Attn: Marcia Lawless) ("<u>Title Company</u>") (with any endorsements Purchaser elects to obtain, at Purchaser's sole cost).
- C. **Title Objections**. Within ten (10) days after the later of the Effective Date or receiving the Title Commitment and copies of all the documents referred to in the Title Commitment, Purchaser shall notify Seller in writing (a "<u>Title Objection Notice</u>") of any objections ("<u>Objections</u>") to the title to the Property. Any matter shown on the Title Commitment not timely objected to by Purchaser shall be considered a "<u>Permitted Exception</u>." If Purchaser or its counsel objects in writing to any matter disclosed by the Title Commitment (the "<u>Objections</u>"), Seller shall cure any lien or encumbrance that can be cured with the payment of an amount certain prior to Closing. For all other Objections, Seller shall use its best efforts to cure the Objections or notify Purchaser that Seller will use commercially reasonable efforts to cause the Title Company to commit to insure against loss or damage that may be occasioned by such Objections, through endorsement or otherwise ("<u>Curative Coverage</u>"), and to make such election, it shall give written

notice to Purchaser within ten (10) days of its receipt of the Title Objection Notice (the "<u>Title Objection Response Period</u>"). If, as of the Closing Date, Seller failed to cure any Objection or obtain Curative Coverage for Objections not cured, then Purchaser may (i) waive such Objections and consummate the Closing (whereupon all such waived Objections shall be deemed to be Permitted Exceptions); (ii) terminate this Agreement by giving written notice to Seller as of the Closing whereupon and neither party shall have any further rights or obligations hereunder, except for any rights or obligations which expressly set forth herein survive such termination; or (iii) elect to extend the Closing Date for thirty (30) days to allow Seller additional time to cure the Objections it elected to cure.

- D. **Title Policy**. At Closing, the Title Company will issue a marked-up copy of the Title Commitment or pro forma owner's policy with respect to the Real Property naming Purchaser as the insured subject to only Permitted Exceptions. After the Closing, Seller will cause the Title Company to furnish to Purchaser an ALTA owner's policy of title insurance with respect to the Real Property based on such Title Commitment or pro forma owner's policy and subject to Permitted Exceptions ("<u>Title Policy</u>"). The premium for the base Title Policy and the cost of any Curative Coverage shall be paid by Seller at Closing. The cost of any other title endorsements to be issued in connection with the Title Policy (including extended coverage over standard exceptions or other exceptions which may only be removed by providing a survey sufficient, in the Title Company's discretion, to remove such exception) shall be paid for by Purchaser.
- 5. <u>Survey</u>. Purchaser may, at its option and at its expense, order a current (or updated) survey of the Property prepared by a registered land surveyor, certified to and satisfactory to Purchaser and the Title Company (a "<u>Survey</u>"). Any title or property description errors and encroachments of any improvements upon, from or onto the Real Property, on or between any building setback line, a property line or any easement shown on the Survey to which Purchaser objects in writing delivered to Seller shall be deemed to be a "<u>Survey Objection</u>", unless such constitutes a Permitted Exception or a Title Objection previously waived by Purchaser in writing, and shall be handled in the manner described in Paragraph 4.C. as to Title Objections, and with any such Survey Objections made in writing within ten (10) days following Purchaser's receipt of the Survey, but in any event, prior to expiration of the Inspection Period. If Purchaser does not timely notify Seller of any Survey Objections, the same shall be Permitted Exceptions.
- 6. <u>Closing</u>. The parties have agreed to bifurcate closing so that the Real Property is transferred to the Purchaser in advance of the Personal Property.
- A. **Real Property**. Provided all conditions precedent are satisfied or waived in writing (email is sufficient), Closing on the Real Estate shall be on such date mutually agreed to by Purchaser and Seller, but in no event later than ten (10) days after all conditions precedent are satisfied (the "Real Property Closing Date"), through an escrow with the Title Company and pursuant to escrow instructions acceptable to the Title Company, Seller and Purchaser.
- B. **Personal Property**. Provided all conditions precedent are satisfied or waived in writing (email is sufficient), Closing on the Personal Property shall occur no later than December 31, 2024, but in no event later than ten (10) days after all conditions precedent are satisfied (the "Personal Property Closing Date"; collectively with the Real Property Closing Date, the "Closing Date"), through an escrow with the Title Company and pursuant to escrow

instructions acceptable to the Title Company, Seller and Purchaser.

- 7. <u>Seller's Obligations Prior To Closing</u>. The Seller shall comply with each of the following requirements:
- A. **Books And Records**. Upon the execution of this Agreement, Seller shall provide Purchaser and its representatives with access to and copies of all books, records and other written or electronic information in Seller's possession or under its control with respect to Seller's period of ownership of the Property (and any information which it may have with respect to prior periods), including copies of any contracts, employment records, service contracts, membership agreements, advertising, marketing, maintenance records, insurance policies, licenses, permits, warranty documents, and the books and records related to the wellness center operated by Seller on the Real Property.
- B. Operation. Through Closing or the earlier termination of this Agreement, Seller shall continue to operate and maintain the Property in the usual and customary manner as operated and maintained by Seller prior to the date of this Agreement, and shall continue to maintain the Property in their present condition and state of repair and shall observe all laws, ordinances, regulations and restrictions affecting the Property. Seller shall not execute any lease with respect to the Real Property without Purchaser's prior written consent. Seller shall not allow any new easements, restrictions, liens, or other encumbrances or exceptions to be placed on or granted with respect to the Property without Purchaser's prior written consent.
- C. **Exclusivity**. Seller will not directly or indirectly solicit, actively encourage, initiate, substantively review, or participate in any negotiations or discussions with any other person or entity with respect to any offer or proposal to sell or finance the Property or any part thereof.
- D. **Delivery of Notices**. Seller shall promptly furnish Purchaser with copies of all notices of violation by Seller or the Property of any applicable laws or regulations.
- E. Sales Tax. Seller shall be responsible for any sales or use taxes associated with the transactions hereunder.
- F. Interim Operations. During the time period between the Real Property Closing Date and the Personal Property Closing Date, Seller shall hold the Personal Property in trust for the benefit of Purchaser. Seller grants Purchaser the right to use the equipment in the operation of the wellness center consistent with past practices.
- G. Removal of SBA Lien. Seller has indicated that its preference is to not payoff the SBA's all asset lien on the Personal Property. Seller shall promptly pursue a partial discharge of the SBA's all asset lien on the Personal Property. Seller shall have until December 31, 2024 to either receive its partial discharge or payoff the outstanding balance so that Purchaser acquires the Personal Property free and clear of all liens, claims and encumbrances.
- 8. <u>Seller's Representations And Warranties.</u> Seller represents and warrants to Purchaser as follows (collectively "<u>Seller's Representations</u>"):

- A. Authority And Title. Seller is the sole owner of the Property and has the power and authority to enter into this Agreement, and at Closing, title to the Property will vest in Purchaser, free and clear of all liens, claims and encumbrances, other than the Permitted Exceptions.
- B. Violations. To the best of Seller's knowledge, there are no pending violations of any law, ordinance or regulation applicable to the Property and the Property complies with the applicable zoning laws and regulations. Other than as disclosed on Schedule 8.B., there has been no storage, discharge or disposal on the Real Property of any hazardous waste or other toxic substances (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation). Storage or utilization of any hazardous or toxic substances by Seller or by any prior tenant, and the utilization and operation of the Property by Seller has been in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.
- C. **Tenants.** Other than as disclosed on Schedule 8.C, There are no tenants of the Real Property and Seller has not entered into any lease for the Real Property or any portion thereof and no other person or group of people have rights to access or utilize the Real Property or the Property.
- D. **Litigation.** There are no pending or threatened lawsuits (other than those covered by policies of insurance in effect where the insurer has undertaken the defense without a reservation and the resolution of which will not affect title to or occupancy of the Real Property), actions or proceedings pending against Seller with respect to or against the Property, or any pending or threatened zoning, eminent domain, condemnation proceedings or other governmental taking of the Real Property or any part thereof.
- E. Access. No fact or condition exists which would result in the termination or impairment of access to the Real Property by Purchaser (or its licensees or invitees) or, to the best of Seller's knowledge, the discontinuation of necessary utilities or services.
- F. Service Contracts. Seller is not a party to, and the Real Property is not subject to, any written or oral contract with respect to the Real Property which is not terminable without penalty by Purchaser effective upon no more than thirty (30) days' notice.
- G. Seller's Liabilities And Obligations. Seller has paid or shall in the normal course of its business, but no later than the Closing Date, pay in full all bills and invoices for labor and material of any kind relating to the Real Property for the one hundred eighty (180) day period prior to Closing.
- H. Taxes. Seller has received no notice and has no knowledge of any planned or commenced public improvements which may result in special assessments against the Real Property. Prior to or at Closing, Seller shall pay and discharge all special assessments, real estate, personal property and other taxes existing as of Closing with respect to the Property and the operations of Seller on the Real Property and covering the period prior to Closing.
- I. Environmental Hazard. To the best of Seller's knowledge after reasonable inquiry, there is no, nor has there ever been, any pollution, contamination, or other environmental hazards contained within or upon the Real Property, nor has there been any

discharge or disposal of any hazardous waste or other toxic substance on the Real Property.

- J. **Personal Property**. The Personal Property is in good and operable condition, has been properly maintained, and except as separately disclosed in writing by Seller to Purchaser within ten (10) days following the Effective Date of this Agreement, is not currently in need of any material repair or replacement.
- Condition Of Real Property. Subject to the specific representations K. contained herein, and the law regarding hidden defects, Purchaser is acquiring the Property in "as is" condition. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY SELLER UNDER THIS AGREEMENT, AS NEGOTIATED AND AGREED BY PURCHASER AND SELLER, PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN THE DOCUMENTS EXECUTED IN CONNECTION WITH THE CLOSING, (I) THE PROPERTY IS CONVEYED, ASSIGNED OR TRANSFERRED TO PURCHASER IN "AS IS, WHERE IS, (KNOWN OR UNKNOWN) AND WITH ALL FAULTS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, REGARDLESS WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT; AND (II) SELLER AND ITS AGENTS AND REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, ANY REAL ESTATE BROKER, EMPLOYEE, SERVANT OR OTHER PERSON, HAVE NOT MADE, AND SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO THE PROPERTY.
- L. **Employees.** Schedule 8.L. contains a complete and accurate list of all independent contractors and employees who are employed by Seller or an affiliate in connection with the operation of the Property (the "Employees") and the position, general duties, salary or hourly rate, as applicable, and benefits, if applicable, of each such Employee, and a list of any independent contractor engaged by Seller. With regard to the Employees, each is employed on an at-will basis, and Seller is not a party to, participant in, or bound by, any collective bargaining agreement, employment, bonus, deferred compensation, insurance, pension, profit sharing or similar personnel arrangement, any equity purchase, equity option or other equity plans or programs or any employee termination or severance arrangement. To Seller's Knowledge, it has complied with all laws which relate to its employment of the Employees. Seller does not offer any health plan, retirement plan or other benefit plan to any Employees, whether or not subject to ERISA, except as identified on Schedule 8.L., if any.
- M. Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the U.S. Treasury Department's Office of Foreign Assets Control or under any statute, executive order, or other governmental action.

Seller shall at Closing and in writing recertify to Purchaser all of the foregoing representations as of Closing in a form substantiality similar to Exhibit D ("Bring Down Certificate"). Each of the foregoing representations and warranties shall survive Closing.

9. Conditions Precedent.

- A. <u>Purchaser</u>. The obligation of Purchaser to proceed to consummate this transaction shall be conditioned upon the following "<u>Conditions Precedent</u>":
 - (i) Purchaser's satisfaction of all due diligence items (title, survey, environmental, UCC searches, building inspections, etc.);
 - (ii) This Agreement has not been terminated by Purchaser;
 - (iii) Seller's Representations shall be without any material non-compliance as of Closing;
 - (iv) No portion of the buildings or improvements on the Property shall have been destroyed or damaged by any uninsured casualty;
 - (v) No Event of Default on the part of Seller shall exist, and the Title Company shall have advised Purchaser that the Title Company is ready, willing and able to issue the Title Policy in the condition required under this Agreement;
 - (vi) Purchaser shall have obtained all approvals required by Purchaser to have authority to consummate the purchase of the Property;
 - (vii) Purchaser shall have entered into a Management Contract with Foundation to continue managing the Property in a form and substance reasonably satisfactory to Purchaser that preserves the tax-exempt status allowing for the potential of future bond financing;
 - (viii) Purchaser shall have entered into a Purchase Agreement for the acquisition of Unit 2 in the Dexter Town Center Condominium in a form and substance reasonably satisfactory to Purchaser;
 - (ix) Purchaser and the owners of Units 2 and 3 in the Dexter Town Center Condominium shall have entered into an agreement to terminate the Dexter Town Center Condominium in a form and substance reasonably satisfactory to Purchaser, in possession of all surveys and engineering reports and the executed documents, including without limitation all deeds transferring ownership of the Common Areas to the Purchaser, a reciprocal easement agreement granting Unit 3 access to any necessary access road, parking spaces, storm water management, water, electricity, and other matters reasonably necessary for municipal approval of the two new parcels and to effectuate the condominium termination are held in escrow with the Title Company;

- (x) Seller shall be prepared to deliver to Purchaser the documents listed in Section 10; and
- (xi) Purchaser shall have received sufficient evidence regarding the Foundation's payoff or discharge all liens on the Personal Property no later than December 31, 2024.
- B. Seller. The obligation of Seller to proceed to consummate this transaction shall be conditioned upon the following Conditions Precedent:
 - (i) Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the Closing Date;
 - (ii) Seller shall have obtained all approvals required for Seller to have authority to consummate the sale of the Property; and
 - (iii) Purchaser shall be prepared to deliver to Purchaser the documents listed in Section 10.

10. Documents to be Furnished at Closing.

- A. **Seller Deliverables**. On the Real Property Closing Date, Seller shall deliver to Purchaser the following documents:
 - (i) A warranty deed (the "<u>Deed</u>"), subject only to the Permitted Exceptions, sufficient to transfer and convey good and marketable fee simple title to the Property free and clear of all liens, claims and encumbrances, to Purchaser, and otherwise in form acceptable to the Title Company
 - (ii) A closing statement (the "<u>Closing Statement</u>") reflecting payment of the Purchase Price and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller and their respective counsel;
 - (iii) The General Assignment in a form substantially similar to Exhibit E assigning the Personal Property and all intangibles used in connection with the Real Property the operations of a wellness center;
 - (iv) Bring Down Certificate; and
 - (v) Such additional documents as may be reasonably required by Purchaser and the Title Company in order to consummate the transactions hereunder and issue the Title Policy, including an Owner's Affidavit attesting as to certain matters sufficient to remove the standard exceptions other than the standard survey

exception.

- B. **Purchaser Deliverables**. On the Closing Date, Purchaser shall deliver to Seller the following:
 - (i) The full amount of the Purchase Price
 - (ii) The Closing Statement;
 - (iii) Payment of all other amounts owed by Purchaser other than Purchase Price pursuant to the Closing Statement by wire transfer of immediately available funds; and
 - (iv) Such additional documents as may be reasonably required by Seller and/or the Title Company in order to consummate the transactions hereunder (provided the same do not materially increase the costs to, or liability or obligations of, Purchaser in a manner not otherwise provided for herein).
- 11. <u>Obligations of Seller Prior to Closing</u>. During the period of this Agreement and ending on the Closing Date, Seller shall:
- A. Operate and maintain the Property in substantially the same manner in which Seller has operated and maintained it prior to the date of this Agreement; and
- B. Pay all costs and expenses arising out of its ownership of the Property and that are incurred prior to the Closing Date, regardless of when due.
- 12. **Destruction Or Damage.** Unless waived by Purchaser, if any material portion (i.e., having restoration costs of \$15,000.00 or more) of the buildings or improvements located on the Real Property is destroyed or damaged by fire or other casualty and that damage is not repaired or restored by Seller prior to Closing, then at Purchaser's option, Purchaser may (i) terminate this Agreement by written notice to Seller and neither party shall have any further rights or obligations hereunder except for those which expressly survive termination, or (ii) proceed to Closing, taking subject to the effect and consequences of that casualty, and Seller shall pay over and/or assign to Purchaser all insurance proceeds and/or claims accruing to Seller's benefit with respect to that casualty and Purchaser shall receive a credit at Closing for any related deductibles or reasonable repairs costs for any uninsured damages to the buildings or improvements.
- obligation of Seller under this Agreement (which breach is not caused by Purchaser's default) and Seller shall not have cured such breach within ten (10) days after receipt of written notice from Purchaser (unless the nature of such breach is such that more than ten (10) days are reasonably required for cure as reasonably determined by Seller, then Seller's obligation shall be to commence performance within such ten (10) day period and thereafter continue diligently to completely perform the same to completion, and in any case complete said cure within thirty (30) days after the aforesaid written notice), Purchaser, as its sole and exclusive remedy, may elect to (i) terminate this Agreement or (ii) sue for specific performance; provided, however, that in the event that such

failure of Seller was beyond Seller's reasonable control, Purchaser's sole remedy shall be to so terminate this Agreement; provided, further, in the event that Purchaser elects to specifically enforce this Agreement it must institute such action within sixty (60) days following Seller's default, failing which Purchaser shall be deemed to have waived the right to pursue specific performance. If Purchaser terminates this Agreement pursuant to this Section, neither Purchaser nor Seller shall have any further rights or obligations hereunder, except any rights or obligations that expressly survive such termination.

- 14. Seller's Remedy upon Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's material breach of any obligation of Purchaser hereunder (which breach is not caused by Seller's default), and Purchaser shall not have cured such breach within ten (10) days after receipt of written notice from Seller, (unless the nature of such breach is such that more than ten (10) days are reasonably required for cure, then Purchaser's obligation shall be to commence performance within such ten (10) day period and thereafter continue diligently to completely perform the same to completion, and in any case complete said cure within thirty (30) days after the aforesaid written notice), Seller may terminate this Agreement. Upon such termination, neither Purchaser nor Seller shall have any further rights or obligations hereunder, except any rights or obligations that expressly survive such termination.
- 15. **Prorations.** Seller shall pay all city, county and/or state <u>ad valorem</u> property taxes and special assessments levied upon the Property, condominium assessments and charges, water, sewer, and all other utility charges, if any, paid, incurred, or accrued on or before March 31, 2024 with respect to the Property. After April 1, 2024, Purchaser shall pay all such charges which shall be paid from the wellness center's operating account which is subject to the Management Agreement. All current water, sewer, and other utility charges with respect to the Property that relate to a period beginning before the Closing Date and ending after the Closing Date, if any, shall be prorated between Purchaser and Seller as of the Closing Date. There shall be no prorations for city, county and/or state <u>ad valorem</u> property taxes and special assessments levied upon the Property and utilities.
- Title Commitment and base premium of the Title Policy; (ii) 50% of all closing escrow fees; (iii) Seller's legal fees and expenses; and (iv) 100% of the total amount of all conveyance fees, documentary, stamp and any transfer taxes. *Purchaser shall pay the following expenses*: (a) 50% of all closing escrow fees; (b) the fee for the recording of the Deed; (c) the cost of any additional endorsements or coverage desired by Purchaser beyond those required by this Agreement; and (d) Purchaser's legal fees and expenses. The provisions of this Section 15 shall survive Closing or any termination of this Agreement.
- 17. <u>Brokers.</u> Purchaser warrants and represents to Seller that it has, neither has had any dealings with any broker, agent, or finder relating to the sale of the Property or the transactions contemplated hereby, and, to the extent permitted by law, agrees to indemnify and hold the Seller harmless against any claim for brokerage commissions, compensation or fees by any broker, agent, or finder in connection with the sale of the Property or the transactions contemplated hereby resulting from the acts of the indemnifying party. Seller represents and warrants that it was previously represented by Colliers International as its broker. Seller shall be solely responsible

for all brokerage commissions, compensation or fees to Colliers International. Except for Colliers International, Seller warrants and represents to Purchaser that it has, neither has had any dealings with any broker, agent, or finder relating to the sale of the Property or the transactions contemplated hereby, and, to the extent permitted by law, agrees to indemnify and hold the Purchaser harmless against any claim for brokerage commissions, compensation or fees by any broker, agent, or finder, including, but not limited to those owed to Colliers International, if any, in connection with the sale of the Property or the transactions contemplated hereby resulting from the acts of the indemnifying party. The provisions of this Section 17 shall survive Closing or any termination of this Agreement.

- Assignment. Purchaser shall have no right to assign this Agreement without the 18. Seller's prior written consent, which may not be unreasonably withheld, conditioned, or delayed.
- Notices. All notices, demands, deliveries and communications (a "Notice") under 19. this Agreement shall be delivered or sent by: (i) certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight courier service, or (iii) electronic mail addressed to the address set forth below or to such other address as either party may designate by Notice pursuant to this Section 19. Notices shall be deemed given (x) three (3) business days after being mailed as provided in clause (i) above, (y) one (1) business day after delivery to the overnight carrier as provided in clause (ii) above, or (z) on the day of the transmission of electronic mail so long as it is received in its entirety by 5:00 p.m. prevailing Eastern time on such day. The addresses for notice are as follows:

If to the Seller:

Chelsea Health and Wellness Foundation 14800 E. Old US Hwy 12 Chelsea, Michigan 48118 Attn: Steve Petty

Email: steve@5healthytowns.org

If to the Purchaser:

Dexter Community Schools 2704 Baker Rd Dexter, Michigan 48130 Attn: Sharon Raschke

Email: raschkes@dexterschools.org

With required copies to:

William J. Stapleton Hooper Hathaway P.C. 126 S. Main St. Ann Arbor, MI 48104

Email: wstapleton@hooperhathaway.com

With a required copy to:

Miller, Canfield, Paddock and Stone, PLC 101 North Main Street, 7th Floor Ann Arbor, Michigan 48104 Attn: Kevin M. Aoun, Esq. Email: aoun@millercanfield.com

- 20. Effective Date of this Agreement. For the purposes of the transaction contemplated by this Agreement, the effective date of this Agreement (the "Effective Date") is the date of the full execution and delivery of this Agreement by Seller and Purchaser.
- Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.
 - Saturdays, Sundays and Legal Holidays. Time is of the essence of this 22.

Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or legal holiday the date for the notice of performance or payment shall be the next following business day. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located.

- 23. <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.
- 24. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 25. <u>Integration</u>. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and Seller.
- 26. <u>Governing Law</u>. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF MICHIGAN AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.
- 27. <u>Recordation</u>. Purchaser shall not record this Agreement or a memorandum or other notice thereof in any public office without the prior express written consent of Seller.
- 28. <u>Miscellaneous</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement. For the purposes of this Agreement, a signature or signatures delivered via facsimile or e-mail (in portable document format) transmission shall be deemed to be an original signature or signatures when attached to this Agreement or to any other document or notice provided for in this Agreement. All parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.
- 29. <u>Board Approval</u>. Purchaser shall submit to Purchaser's board this Agreement and request the approval thereof and such other authorizations as Seller deems necessary to proceed with the transaction contemplated by this Agreement. If the Purchaser is unable to obtain such approvals within thirty (30) days following Seller's tender of partially executed copy of this Agreement, this Agreement shall terminate.

All parties have had the opportunity to have their own respective counsel review this Agreement and they both acknowledge they are satisfied with the terms and conditions of this offer and acceptance.

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the date first above written.

PURCHASER:

DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district

Name: Christopher Timmis, Ed.D.

Its: Superintendent

Dated: Upod 25, 202

SELLER:

THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation,

By ______ Print Name: S

Title: Stephe

Dated: April 26,2026

SCHEDULE 8.B Environmental Disclosures

SCHEDULE 8.C Leases

None.

<u>SCHEDULE 8.L</u> Employee and Independent Contractor Information

None.

EXHIBIT A

THE PROPERTY

Land located in the City of Dexter, County of Washtenaw, State of Michigan. and described as follows:

Unit No. 1. DEXTER TOWN CENTER CONDOMINIUM, according to the Master Deed recorded in Liber 4654, Page 453, First Amendment to Master Deed recorded in Liber 4768, page 379 and Second Amendment to Master Deed recorded in Liber 5015, Page 807, as amended, and designated as Replat Number 2 of Washtenaw County Condominium Subdivision Plan No. 561, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended

Commonly known as: 2810 Baker Road. Dexter. MI 48130.

Parcel ID: HD-08-06-455-001

EXHIBIT B Personal Property

Personal Property is all of the tangible personal property of Seller used or held for use by Seller used in connection with the operation of the Real Property, whether or not reflected in the financial statements, including, without limitation:

- all machinery, furniture, fixtures, equipment, office equipment, computer hardware, office supplies, televisions, photocopiers, vehicles, tools, dies, construction in progress, and repair and replacement parts, except to the extent disposed of in the ordinary course of business on or prior to the Closing Date,
- the right to use all telephone numbers of the Seller, including those used for facsimile purposes, which serve the Seller's location; and
- all of the Seller's right, title and interest in the utility, security and other deposits and prepaid expenses of the Seller and held legally or beneficially by the Seller as of the Closing Date;
- all of Seller's right and interest in all transferable service maintenance and other contracts in connection with the operation of the wellness center;
- all cash registers, credit card machines, books, files, records, data and other information pertaining to transferred assets and liabilities (whether stored in paper, computer, magnetic or other storage media, and all computer software necessary for such storage and for access to such records);
- all computer software owned by or licensed to the Seller;
- The items list on Exhibit B-1 and B-2 attached hereto and incorporated by reference as is fully set forth herein.

EXHIBIT B-1

[TO BE ATTACHED]

| | | | SAMUEL STATE OF THE SAMUEL | | | | | | | | | | | | | | | | | | | | | seping - gram Tv - | Ţ | | | | | | | | | | | | | | | | ******* | | | | | | | |
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| Imperior | Fitness Floor - Camio | Fitness Floor - Condio | Fitness Floor - Cardio | Fitness Floor - Cardin | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardin | Fitness Floor - Carolin | Fitness Floor - Cardio | Fitness Floor - Cardlo | Fitness Floor - Cardio | Fitness Floor Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Figures Floor Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Fitness Floor - Cardio | Eithese Floor Cardio | Fitness Floor - Cardio | |
| | Yes | | Yes | Yes | Yes | Yes | Yes | Yes | , (es | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Ves | Yes | Se ve | S vax | , kes | Yes | Yes | Yes | Yes | Yes | Yes | 3 % | Yes | Yes | Yes | Yes | Yes | Yes | ; |
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| freceived | 08/23/22 | 01/09/20 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 12/06/18 | 01/09/20 | 01/09/20 | 01/09/20 | 01/09/20 | 01/09/20 | 01/09/20 | 01/09/20 | 07/60/10 | 01/09/20 | 71/21/10 | 01/09/20 | 01/09/20 | 06/01/13 | 01/09/20 | 12/17/18 | 07/05/22 | 07/05/22 | 07/05/22 | 06/27/22 | | 06/01/13 | 06/01/13 | 03/07/18 | 12/10/21 | 02/22/22 | 02/22/22 | 02/22/20 | 02/22/22 | 02/22/22 | 02/22/22 | 02/22/22 | 02/22/22 | 02/22/22 | 02/22/22 | - |
| Style | 670-016854 | \$13723V1.1 | ANCCD19175573 | ANCCE31176314 | ANCCD19175307 | ANCCD19175305 | ANCCE31176310 | ANCCE31176316 | ANCCE31176311 | ANCCD19175579 | ANCCD19175557 | AAMGB10170734 | ANCCE31176312 | EP62OK190301099 | EP620K190301113 | EP620K190301084 | EP620K190301026 | EP620K190301159 | EPOZOK 190301 154 | EP620K 1903U 157 | TPSOCK10000120 | M1707MI 02608-02 | 1177071L0Z008-02 | M1903TF00570-02 | M19027F00463-02 | L1910PA00023-01 | (1910UP00717-01 | N/A | N/A | N/A N/A | N/A | N/A | N/A | DAI114477 | DAL114447 | Star Trac Gauntlet Series 8 | Matrix Climbmill Graphite | CIM/56/211003388 | CTM756/211003859 | CTM756J211003839 | CTM756J211003851 | CTM756J211003884 | CTM7561211003882 | CTM756J211003890 | CTM756J211003872 | CTM756J211003864 | CIM756/211003900 | |
| | 670-016854 | A1909BB2111 | AGNHJ22185115 | AGNHJ22185131 | AGNHJ22185117 | AGNH122185116 | AGNHJ22185114 | AGNHJ22185732 | AGNHJ08185037 | AGNHJ22185130 | AGNH022185124 | AGNHJ22185129 | AGNHJ08185007 | EP304191034295 | EP304191034298 | EP304191034296 | EP304191034299 | EP304191034300 | E1304191034303 | EP308191034237 | EP3081010102054 | F1609LW00149-01 | | F1810SR00096-01 | F1909TT00636-01 | F16090Z00326-01 | F1812QZ00154-01 | T55118129 | 16002529 | T&000500 | A002/4985 | 530032913 | 530412262 | LSS105010 | LSS105010 | ED313D17462266 | CTM756J210401665 | ETM747CZ110C00070 | FTM747C2019C0048 | FTM747C2110C00008 | FTM747C2110C00010 | FTM747C2110C00058 | FTM747C2110C00011 | FTM747C2110C00060 | FTM747C2110C00009 | F1M/4/C2110C00059 | F1M/4/CZ/10C0006Z | |
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| | Sport UBE Standard Seat - Pro 1000 | DFS-AS-ASSAULTB Bike | PRE-UBK 835 PVS UPRIGHT CYCLE | PRE-UBK 835 PVS UPRIGHT CYCLE | PRE-UBK 835 PVS UPRIGHT CYCLE | PRE-UBK 835 PVS UPRIGHT CYCLE | PRE-UBK 835 PVS UPRIGHT CYCLE | PRE-RBK 835 PVS | PRE-RBK 835 PVS | PRE-RBK 835 PVS | PRE-RBK 835 PVS | PRE-RBK 835 PVS | PRE-RBK 835 PVS | E7XE-05 | E7XE-05 | E/XE~U5 | E/XE-05 | E77E-05 | E7XE-05 | A7XE-06 | A7XE-06 | XT-4700 | | XT-4700 | LXB000 | · · · · · · · · · · · · · · · · · · · | XX 6000 | Te Dro Ben Cross Trainer | TS Pro Sec Cross Hainer | T6 Pro Rec Cross Trainer | Concept 2- Model D - PM3 | Concept 2- Model D - PM5 | Concept 2- Model D - PM5 | ICD-0201-09 | LCD-0201-09 | SM5250L170318 | Touch Server | Tolich Screen | Touch Screen | Touch Screen | Touch Screen | Touch Screen | Touch Screen | Touch Screen | Touch Screen | Touch Seven | Touch Screen | TOTAL COLUMN |
| | Arm Bike | Bike - Airdyne | Bike - Upright | 8ike - Upright | Bike - Upright | Bike - Upright | Bike - Upright | Bike - Recumbant | Bike - Recumpant | Bike - Recumbant | Bike - Recumbant | Bike - Recumpant | Bike - Recumbant | Elitical - | t-lurical - | Clinicat - | Ellitical - | Ellitical - | Ellitical - | Ellitical - | Ellitical - | Ellitical - | | Ellítical - | Ellitical - Lateral | Ellitical - Seated | Princal - Seated | NuStep | NuSteo | NuStep | Rower | Rower | Rower | Stair Climber | Stair Climber | Stair Climber - Mill | Treadmill | Treadmill | Treadmill | Treadmill | Treadmill | Treadmill | Treadmill | readmill | Treadmill | Treadmill | Treadmill | |
| | SciFit | | Precor | Precor | Precor | Precor | Precor | Precor | Precor | Precor | Precor | Precor | Precor | Matrix | Matrix | Mothic | Matrix | Matrix | Matrix | Matrix | Matrix | Octane | | Octane | Octane | Octane | Aluetan | Nustep | Nustep | Nustep | Concept | Concept | Солсерт | Integrity | Integrity | Moter | Matric | Matric | Matric | Matric | Matric | Matric | Matric | Motific | Matric | Matric | Matric | |
| ļ. | ¥ | 7 | V V | 8 | ان | ١ | ш, | 7 | λ, | × | | \ } | _ | 0 . | - | 7 0 | 2 4 | tO. | 9 | 7 | 8 | 62 | | 61 | 3 | 3 2 | 3 2 | T61 | T62 | T63 | 82 | 88 | 83 | 9 : |] - | • | , - | 2 | 8 | 4 | 2 | اٍٰٰٰ | | 0 0 | 9 0 | 1- | 12 | |
| | 3/6 | 324 | 278 | 6/2 | 280 | 187 | 282 | 20 20 | 284 | 285 | 286 | 287 | 997 | 328 | 330 | 331 | 332 | 333 | 334 | 335 | 336 | 236 | | 326 | 075 | 3 8 | 289 | 37.1 | 372 | 373 | 105 | 74 | | 35 | 8 % | 5 | 353 | 354 | 55 | 356 | 357 | 828 | 600 | 34 | 362 | 363 | 364 | - |

| | A STATE OF THE STA | | | | | | | | | | | | | | | | | | | 911117 | | | | | | | | | | | | | | | | | | | | 1/29/2024 - Tighten Leg Pivot- | FILEGR | | | | | 2/6/2024 - Replace pull pin to adjust back « Fiffech | | |
|-------------------|--|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|------------------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|---|--------------------------|--------------------------|
| i | Fitness Floor - Cardio | Studio - Group Cycle | Studio-Pilates | Studio - Pilates | Studio - Pilates | Studio - Pilates | | Ethese Floor Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength |
| | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | SS ; | Yes | Z X | 3 ,33 | Yes | Sax | Yes | Yes | - 2% | 8 % | Yes | Yes | Yes | Yes | Yes | X 4 X | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| : - | 2 | 1 | 6 | 17 | 51 | 2 | 16 | 32 | 12 | 60 | 23 | 13 | 20 | 19 | 10 | 21 | 24 | Z | 12 | = | 7 | ω (| 20 5 | 1 15 | , o | ş | 9 | 7 | 8 | , | , | 67 | - | 5 | ၒ | 7 | 0 5 | 90 | 12 | 12 | 14 | 15 | 16 | 17 | 81 | 32 | 13 | 30 |
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| CTMTECIOAAOOOAE | CIM/261211003845 | N/A | N/A | N/A | N/A | A/N | N/A | N/A N/A | NIA | A/N | N/A | N/A | NA | NA | N/A | WA | Signature Carles | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | n/a | n/a |
| FTM747C2110C00065 | 71117470211000012 | 181030-25864 | 181030-25865 | 181030-25872 | 181030-25873 | 181030-25874 | 181030-25875 | 181030-25877 | 181030-25878 | 181030-25879 | 181030-25880 | 181030-25881 | 181030-25882 | 181030-25883 | 181030-25884 | 181030-25885 | 181030-25886 | 181030-25887 | 181030-25888 | 181030-25891 | 181030-25892 | 191020-20893 | 181030-25895 | 181030-25896 | 181030-25910 | A2002554 | A2002557 | A2001683 | A2002555 | F7SP0313017 | FZPEC0313003 | FZPD313008 | FZCP0313015 | FZFRD0313012 | FZRW0313010 | FZLKU3 3005 | FZBC0313012 | FZGL0313010 | FZSLP0313014 | FZLE0313019 | FZSLC0313014 | FZCE0313004 | FZTR0313016 | FZBE0313010 | FZAB0131015 | SPLLLT0313011 | PWVSLE08B123EN | NPL113-L22021142 |
| 4/N | W/N | A/N | N/A | A/N | A/A | Ψ/N | A/N | A/N | 4/2 | C/N | N/A | N/A | A/N | N/A | N/A | NA | N/A | A/N | N/A | N/A | N/A | A/N | W. | X V | ¥.N | N/A | A/A | N/A | N/A | N/A | A/A | N/A | A/A | N/A | A/A | N/A |
| Touch Screen | 100 DO 100 C | 5506 BBC - M3i | 5506 BBC - M3 | 5506 BBC - M3 | 5506 BBC - M3i | 3300 BBC + MSI | 5506 BBC + M31 | 5506 BBC * Mai | 5506 BBC - M3 | SEGREBO - MS | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | Allegro 2 with legs | FZ SP SHOULDER PRESS | SIGNATURE PECTORAL FLY | FZ PD LAT PULLDOWN | FZ CP SEATED CHEST PRESS | PECTORAL FLY/REAR DELTIOD | FZ KW KOW/REAR DEL I | EZ TP TRICEP | FZ BC BICEP CURL | FZ GL - GLUTE | Seated - LEG PRESS | FZ LE - LEG EXTENTION | FZ SI.C SEATED LEG CURI. | FZ CE CALF EXTENSION | FZ TR TORSO ROTATION | FZBE-BACK EXTENSION | FZ AM ABUUMINAL CRUNCH | Plate Loaded - Leg Press | Inner Outer Thigh | Nautilus Glute Drive |
| Treadmill | Spin Bike | Spin bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Sike | Spin Bike | Spin Dike | Spin Bike | Reformer | Reformer | Reformer | Retormer | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Couldman | ກາສາກຊາກຊາກສາດ | Strength Equipment | Strength Equipment | Strength Equipment |
| Matric | Keriser | Veilsei | Kenser | Kenser | Keriser | Keriser | Keriser | Keriser | Keriser | Kerlser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Kenser | Keriser | Allegro | Allegro | Allegro | Atteglo | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Circ Liness | Life Fitness | 14 | Nautius |
| 15 | - | - 0 | ۱ د | <u>.</u> | 2 | 2 | ا ۽ | 52 | 4 | 18 | 23 | 2 | 200 | <u>.</u> | 2 5 | 17 6 | 32 | 1 2 | 11 | 7 | 80 | 9 | 4 | S | 6 | S) | 9 | , | • | 4 | 2 | е, | u | 9 60 | Ţ. | 8 | 6 | 10 | = | 12 | 14 | 15 | 9 (| 18 | | 32 | 2 6 | 30 |
| 367 | 253 | 300 | 407 | 202 | 900 | /62 | 8 8 | 259 | 260 | 261 | 262 | 3 | 264 | 565 | 907 | 950 | 269 | 270 | 271 | 272 | 273 | 274 | 275 | 276 | 277 | 88 | 8 8 | 08 8 | | 148 | 4 | 143 | 138 | 145 | 142 | 149 | 135 | 140 | 147 | 141 | 146 | 2 | 2 2 | 32 25 | 1 | W/N | 37.0 | 3// |

| illeday resum | | | WHAT. | | | | | | | | | | - | | | | | | | | | | | | | | | | | | | | | | | | | - PAIRIONAL PAIR | 700111111111111111111111111111111111111 | | | | | *************************************** |
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| | Yes | Ves | Yes | Yes | Yes | Yes | 700 | Sex | Yes | | Yes | Yes | yes v | 20 3 | 3 | Yes | Yes | Yes | Yes | Yes | , sex | Yes | Yes | Yes | Yes | Sey X | Xec. | S kes | Yes | Yes | Yes | Yes | Yes | X X | Yes | 1 |
| | 34 | 32 | 36 | 28 | 22 | 21 | 46 | g | 37 | 94 | 41 | 65 | 56 | 26 | 37 | 24 | 25 | | Q ; | 4 5 | £ £ | , | | ۵ | 0 | С | , NA | 20 | 13 | 45 | 48 | 48 | 89 | 48 | 47 | 47 | n/a | 33 | 38 | 88 | 38 | 38 | 38 | 000 |
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| Style | n/a | n/a | n/a | n/a | n/a | Signature Series Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Course | Signature Series | Seller de Selles | Salies Selles | 2,0 | 3.1 | п/а | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | 11.8 17.0 | Signature Series | IRON GRIP SOLID URETHANE STR | n/a | n/a | n/a | n/a | N/8 | μ/a | e/u | 6/0 |
| | EE300240174 | EE3102090426 | EE610290080 | A02 1172 | BOZ 3919 | SSM031016 | 81212002545 | 101226514269 | N/A | N/A | A/N | 081209013792 | 081306003059 | N/A | N/A | N/A | N/A | 0811301000807 | 4/4 | 4/N | 55M0313016 | 4/N | *************************************** | N/A | N/A | N/A | (tricep Rope x2, single handle Stright bar curl, lat bars x 3) | CMPAP03130416 | CMDAP0313041 | SPLDIP0313005 | N/A | N/A | NYA | N/A | AOI 1902 | N/A | N/A | N/A | N/A | N/A | A/N | N/A | N/A | NI/A |
| | N/A | N/A | N/A | A/A | A/N | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | A/A | N/A | N/A | A/A | 4/8 | 4/N | N/A | 4/8 | | N/A | N/A | N/A | 83 | N/A | N/A | Y/A | Ψ. | A/N | V 2 | KN KN | A/N | A/A | N/A | A/A | - | - 5 | 38 | 4 | 22 | 30 |
| | | | _ | HD Elite | PL VSQ - Hack Squat | SMITH MACHINE | A | | | FLAT BENCH - PW | | MULTIPLE ADJ BENCH | OLYMPIC FLAT BENCH | Olympic Weight Storage- Connected to Military Bench | OLYMPIC FLAT BENCH | OLYMPIC INCLINE BENCH | OBWS-Olympic Weight Storage - | OLYMPIC MILITARY BENCH | OLYMPIC WEIGHT TREE | OLYMPIC WEIGHT TREE | SIGNATURE UTILITY BENCH | Functional Trainer - Bar to connect | | $\overline{}$ | Functional Trainer - MJRW-STA, MJLPD-STA, MJTP- STA | Functional Trainer - MJLPD-STA, MJRWD-STA | Functional Trainer - Cable Attachments | Dual Cable Adj Cable Machine | Dual Cable Adj Cable Machine | SEATED DIP - Plate loaded | SIGNATURE DUMBBELL RACK DOUBLE | PRO STVI F BIIRRED OD SET 5-60 | PROSTM FRIBBER OR SET 55-100 | 6 OLYMPIC CHROME BAR | Barbell Rack | Barbells - 20lb-110 lbs (10 bars) | IRON GRIP RUBBER DB - CURL BAR | SIGNATURE OLYMPIC DECLINE BENCH | Decure Bench - Adjustable | Free Weight Distace 2 5 the | Free Weight Plates - 5 lbs | Free Weight Plates - 10 lbs | Free Weight Plates - 25 lbs | Free Weight Plates - 35 lbs |
| | Strength Equipment | Strength Equipment | - | + | + | Strength Equipment Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment |
| | Free Motion | Free Motion | Free Motion | Hammer Strength | Hammer Strength | Life Fitness Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Hammer Strength | Hammer Strength | Hammer Strength | Life Fitness | Mammer Strength | Chknown | Life Fitness | Life Edness | XSI | XSI | IGX | XSI | χSI |
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| | ŝ | 88 | R S | 3 5 | \$ 5 | 7 5 | 90, | 109 | 01. | 113 | 114 | 115 | 116 | 101 | 117 | 118 | 102 | 119 | 120 | 121 | 123 | 126 | | 127 | 128-130 | 131-132 | N/A | Y.Y | ¥ S | 3 = | 112 | 152 | 153 | 154 | 108 | 356 | 32 | 8 5 | N/A | ¥. | A/A | N/A | V/A | N/A |

| | | | | | | | | | | | 100 | | - William | | | | | | | | | | | | 4444 | | | | 77746 | | | | | ************************************** | | | | | | *************************************** | *************************************** |
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| Handle Called Beller Called | Change Totaling office | Talless lesuing office | Muliple Area FF & LR | Fitness Testing office | Fluess leading office | Fitness Testing Unice | Fitness Testing Office | | Fitness Floor - Stretch Area | ritiess ribot - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Stroio - Aerobio | Studio - Aerobic | Auliple Area FF. All Studios | 4uliple Area FF, All Studios | 4uliple Area FF. All Studios | duliple Area FF, All Studios | 4utible Area FF, All Studios | Aulipie Area FF All Studios | Auliple Area FF. All Studios | Aulple Area FF, All Studios | Aulipie Area FF, All Studios | fulible Area FF, All Studios | fulinia Area EE All Studios | diffule Area EE All Studios | Autobe Area FF. All Studios | fuliple Area FF, All Studios | fuliple Area FF, All Studios | Fitness Floor - Strength | Mulinia dres EE All Studios | ringue Alea Fr, Att Studios |
| Honte-Club State Biblidge-Ederpin 1 NAA NAA NAA Honte-Club State Fibril Bibly Ederpinent Print Bibly Ederpinent Biblio Ederpinent 1 NAA NAA NAA NAA Unknown Testing Ederpinent Biblio Ederpinent Biblio Ederpinent Biblio Ederpinent 1 NAA < | 20% | 3 | Yes | yes. | 202 | 8 8 | 3 % | Xes | , kes | Yes | Xes | | - | - | + | + | + | + | + | ╁ | ╁ | - | Yes | - | | + | | - | ╁ | | + | + | + | + | \dagger | t | + | 1 | | Yac Y | - |
| Honoroun Scale Separation 1 NAA Honoroun Scale Scale Body-Septor 4 NVA Linkconn Testing Ediplement Biolochresaure Ouff-Regular 2 NVA Linkconn Testing Ediplement Biolochresaure Ouff-Regular 1 NVA Linkconn Testing Ediplement Biolochresaure Ouff-Large 1 NVA Linkconn Testing Ediplement Biolochresaure Ouff-Large 1 NVA Linkconn Testing Ediplement Biolochresaure Ouff-Large 1 NVA Linkconn Testing Ediplement Head Dynamering Delete 1 NVA Zolid Saffrey Ediplement Head Dynamering Delete 2 NVA Zolid Saffrey Ediplement Head Dynamering Delete 2 NVA Divisional Ediplement Head Dynamering Delete 2 NVA Divisional Ediplement Head Dynamering Delete 2 NVA Divisional Ediplement Ages Ediplement Ages Ediplement Ages Ediplement Ages Ediplement | 11/01/22 | 00/04/49 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | See pads | See pads | | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 20000 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | |
| Home Club Scale BodyScipt 1 Unknown Testing Equipment Blood Pressure Body Age Cart 1 Unknown Testing Equipment Blood Pressure Culf - Large 2 Unknown Testing Equipment Blood Pressure Culf - Large 2 Luknown Testing Equipment Blood Pressure Culf - Large 2 Luknown Testing Equipment AED - Child pad 1 Zoll Saftey Equipment AED - Child pad 1 Luknown Testing Equipment AED - Child pad 1 Louknown Mesting Equipment AED - Child pad 1 Louknown Mesting Equipment AED - Child pad 1 Louknown | e/u | 22 0 140 0 W 0 W | MLA, WLA, ASI LR, FF | 11/6 | 6/4 | 8/0 | n/a | n/a | n/a | 1/8 | n/a | | n/a | n/a | n/a | 17.8 | 10.2 | 5/4 | #/C | 12#, 14#, 16#, 20#, 40#, 50# | 2#, 6#, 8#, 10#, 12# | n/a | n/a | n/a | e/u | n/a | n/a | n/a | (7ft Seg - Flat comes in Roll) | (7ft Seg - Flat comes in Roll) | (7ft Seg - Flat comes in Roll) | (7ft Seg Flat comes in Roil) | (7ft Seg - Flat comes in Roll) | Best to order in Pkg of 10 | Best to order in Pkg of 11 | Best to order in Pkg of 12 | Best to order in Pkg of 13 | Best to order in Pkg of 14 | n/a | n/a | |
| Home Club Scale BodyScipt 1 Unknown Scale Scale State Scale State 1 decided Unknown Testing Equipment Blood Pressure Culf. Large 2 Unknown Testing Equipment Blood Pressure Culf. Large 2 Unknown Testing Equipment Blood Pressure Culf. Large 2 Luknown Testing Equipment Blood Pressure Culf. Large 2 Luknown Testing Equipment Streatching Table 1 Luknown Testing Equipment Streatching Table 1 Lower System Wall Stream Calciument AED - Chall pad 1 Lower System Missc Equipment AED - Chall pad 1 Lower System Missc Equipment Aider- Balance 2 Power System Missc Equipment Aider- Balance 1 | N/A | A/N | V/N | N/A | N/A | N/A | A/N | A/N | NA | N/A | N/A | Floor & Aerobic Studios: | N/A | N/A | N/A | WW. | A/N | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | A/A | N/A | N/A | N/A | N/A | *************************************** |
| Home Club Scale Scales Electric Louknown Testing Equipment Blood Pressure Outf. Regular Unknown Testing Equipment Blood Pressure Outf. Regular Unknown Testing Equipment Blood Pressure Outf. Large Unknown Testing Equipment AED Child pad AED Carl Unknown Testing Equipment AED Child pad AED Carl Safety Equipment AED Child pad AED Carl Safety Equipment AED Child pad AED Child pad Safety Equipment AED Child pad AED Child pa | - | 4 | | , , | - | 2 | - | | - | 2 | | © , | 2 | 2 | | 1.0 | ; - | on | 2 | 9 | ις | 123 | 25 | 7 | 14 | 41 | 19 | 7 | 10 pc | 33 pc | 4 pc | 1 pc | 7 pc | ភេ | 2 | 4 | 2 | - | ю | 25 | |
| Home Club Unknown Unknown Unknown Unknown Unknown Unknown Unknown Inknown Inkn | BodyScipt | Scales- Eletric | Polar Body Age Cart | | | | | Stretching Table | AED | AED Adult pad | | | | | Weight litting helt, leather | Yoda Walking belts | Catt stretch Adiable Plateform | Mini Pods- Balance | | Medicine ball- Dynamic /Slam: | Medicine Balt: | STEPS- Risers | STEPS- Plateforms | Resistance Bands - TUBES W/ Handles- very Light | Resistance Bands- TUBES W/ Handles- Light - Green | Resistance Bands - TUBES W/ Handles- Medium - Red | Resistance Bands- TUBES W/ Handles- Heavy - | Resistance Bands- TUBES W/ Handles- Very | Resistance Bands - Thera-Band - Vellow | Resistance Bands - Thera-Band - Green | Resistance Bands - Thera-Band - red | Resistance Bands - Thera-Band - Blue Heavy | Resistance Bands - Thera-Band - Black Very Heavy | Vesa Loop. Orange -Extra Light | Vesa Loop- Green - Light | Vesa Loop- Red - Medium | Vesa Loop- Purple - Heavy | Vesa Loop- Black - Extra Heavy | First Place Superbands - 1/4", 1/2", 1", 2", 3" & 3.5" | Matt- Pilates- XL Long | |
| | Scale | Scale | Polar cart | Testing Equipment | Testing Equipment | Testing Equipment | Testing Equipment | Testing Equipment | Saftey Equipment | Saftey Equipment | Saftey Equipment | | lesting Equipment | balance Equipment | Misc Equipment | Yoga Equipment | Misc Equipment | Balance Equipment | Balance Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Misc Equipment | Adian Partial |
| N/A | Home Club | Unknown | Home Club | Unknown | Unknown | Unknown | Unknown | Unknown | Zoll | Zoll | Zoll | | Unknown | Down Suppose | Power System | Power System | Perform Better | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Thera-Band | Thera-Band | Thera-Band | Thera-Band | Thera-Band | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Dottion C. cotons |
| | | | | | | | | | | | | | A/N | V/V | K K | ΑN | A/A | N/A | N/A | A/A | A/A | ΥN | Ą | A/A | N/A | N/A | N/A | N/A | N/A | N/A | A'N | N/A | N/A | N/A | V.V. | ¥ | A/N | N/A | N/A | N/A | NIA |

| | | | | | | | | | | 111111111111111111111111111111111111111 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | *************************************** | 7,000 | | | | | | | | *************************************** |
|-------------------------|------------------------------|------------------------------|------------------------------|---|---|---|--|------------------------------|------------------------------|---|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|----------------------------------|--|------------------------------|--|--|------------------------------|------------------------------|------------------------------|---------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|---|------------------|----------------------------------|------------------|--------------------------|--|-----------------------|----------------------------|--------------------|---|
| | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Studio - Aerobio | Muliple Area FF. All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Studio - Aerobic | Studio - Aerobic | Fitness Floor - Strength | Studio - Aerobic | Fitness Floor - Strength | Fithess Floor - Strength | Aquatic Pool area | Aquatic Pool area | Aquatic Pool area | Actario Pool gree |
| 1 | \dashv | Yes | Yes | yes | yes | - | Yes | - | Xes | \vdash | Yes | H | H | Yes | | V saY | _ | - | ┢ | - | Yes | H | H | H | - | - | Yes | - | 1 | + | \dagger | $^{+}$ | Ť | Yes | Yes | ╁ | - | Н | - | \dashv | + | Yes | Yes | Yes | Yes | 165 | Yes | Yes | Yes | se, | 3 |
| freceived | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 07/01/23 | 06/01/13 | 07/101/23 | 07/01/28 | 05/09/17 | 71/60/20 | 05/09/17 | 05/00/17 |
| | | | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | 40,50,55 | n/a | n/a | n/a | 17/2 2/2 | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | 8/u | R/II | 11/8 | n/a | n/a | π/α | 4,1 |
| | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | W. W | A/N | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | Administratio Equipment | N/A | N/A | N/A | MIA |
| | 4.2 | 19 | 21 | ဗ | 32 | 10 | - | 2 | က | 2 | 7 | 4 | ю | 4 | 4 | 3 | 4 | 37 | 09 | 58 | 31 | 25 | 8 | 20 | 19 | 16 | 5 | 17 | 10 | e | 9 8 | 90 | ž - | 30 sets | 14 | 4 | 4 | 2 | 11 | | | 7 | 3 20 | 18 | 2 89 | - | - | 5 | 11 pairs | 9 | 0 |
| Verse black Proceedings | Yoga Dlock- Foam Blocks | Yoga Blanket• Mexican | Pilates Rings | Foam Roller - 36" 1/2 - White - Light Density | Foam Roller - 36" - White - Light Density | Foam Roller - 36" -Black - Hard Density | Granite Series Multi Rack - 3 Tier - Kettlebells | Kettlebells - 5 lbs | Kettlebells - 8 lbs | Kettlebells - 10 lbs | Kettlebells - 15 lbs | Kettlebells - 18 lbs | Kettlebells - 20 lbs | Kettlebells - 25 lbs | Kettlebells - 30 lbs | Kettlebells - 35 lbs | Kettlebells - > 40 lbs | Dumbbells - 1 lbs | Dumbbells - 2 lbs | Dumbbells - 3 lbs | Dumbbelts - 4 fbs | Dumbbells - 5 lbs | Dumbbells - 6 lbs | Dumbbells - 7 lbs | Dumbbells - 8 lbs | Dumpbells - 9 lbs | Dumbbells - 10 lbs | Dumbbells - 12 lbs | Dumbbells - 15 lbs | Dumpbells Hack- Small increments | S to soil or s | TRX-enemention Trainare | Ab Roller | Cardio Barbell - Two -2.5, 5, 10 lbs per bar | Elite Jump Rope - 8'- Red | Elite Jump Rope- 9' - Blue | Elite Jump Rope -10' - Black | Stability Ball PVC storage rack | Versa Pro Stability Balls - 55 inch | Versa Pro Stability Balls - 65 inch | Versa Pro Stability Balls - 75 inch | Large Storage Rack to DOSO | -UCDD | Lacosse Ball - Myotacial release | Cones | Slider board | A DESCRIPTION OF THE PROPERTY | Aquabases and Anchors | Swim Disc -Kids Arm Floats | Life jacket- Child | iffe isoket_Voith |
| Votes Continues and | roga Equipment | Yoga Equipment | Pilates Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Miss Equipment | Miss Equipment | Misc Fortingent | Misc Fauloment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | MISC Equipment | valsc Equipment | Misc Equipment | Miso Coningrat | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | and the second s | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Agustic Equipment |
| Dougs System | rower system | Unknown | Power System | Power System | Power System | Power System | Power System | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Rogue Fitness | Power System | Fower System | Power System | Glidere | TRX | Power System | Power System | Power System | Power System | Power System | Perform Better | rower system | Power System | Power System | Dower System | Linknown | Power System | Unknown | Perform Better | | ical | | | Kiofer |
| N/A | ٧/١ | A/A | ΑX | N/A | A/A | Ψ/N | N/A | A/A | A/A | Α/S | N/A | ΑX | A/N | A/N | Α/Z | Ψ/N | Α/N | ΑΝ | ΑX | N/A | N/A | A/N | A/A | N/A | ΑΝ | N/A | V/Ν | V S | A/N | A/A | 6/N | Y X | N/A | N/A | N/A | N/A | Αχ | ¥ S | N/A | N/A | V/14 | C V | Q/N | N/A | N/A | N/A | | N/A | N/A | N/A | V174 |
| 20 | 3 6 | £ | 158 | N/A | N/A | N/A | 3 | 251 | 251 | 251 | 251 | 251 | 251 | 251 | 251 | 153 | 251 | N/A | N/A | N/A | ¥, | N/A | N/A | Ϋ́ | ¥. | A/A | A/A | N/A | N/W | 4/A | 4 N | N/N | Α× | N/A | ΑΆ | ΚΑ | ¥ | A S | ¥ 51 | V 2 | V/N | 4 2 | V/N | N/A | N/A | A/A | | 26 | 94 | 94 | |

| Latest Repair | | | | | | | | | | | | *************************************** | | | | *************************************** | | | | | | | | | PREMO | Address . | | | | | *************************************** | *************************************** | | *************************************** |
|---|-------------------|-------------------|-------------------|----------------------------|-------------------|----------------------------------|---------------------------------|-----------------------------------|---------------------|-------------------|--------------------------------|---|-------------------------|---|-----------------------|---|-------------------|----------------------|-------------------|--------------------|-------------------|------------------------|--------------------------|-------------------|-------------------|---------------------------|--|-----------------------|--------------------|---------------|---|---|----------------------|---|
| Focation | | Aquatic Pool area | Aquatic Pool area | Aguatic Pool area | Aguatic Pool area | Aduatic Pool area | Agustic Pool area | Agustic Dool eres | Agriculto Dool sees | Action Pool area | Agustic Dool area | Adiratic Pool area | Agriculture of a series | 200 CONTRACTOR OF THE PARTY OF | Aquatic Poot area | Aquatic Poot area | Aquatic Pool area | Aquatic Pool area | Aquatic Pool area | Aquatic Pool area | Aquatic Pool area | Aquatic Pool area | Aguatic Pool area | Aduatic Pool area | Agustic Popl area | Agustic Pool area | 201000 | Gymnasium | Gymnasium | Gymnasium | Gympasium | Gympasium | Gvmasium | Gymnasium |
| Number Still here | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Xex | X Vac | X | Vec | , ver | 3 | 8 5 | 168 | S des | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| ø | received | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 71/60/50 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/00/17 | 06,000 | 05/00/11 | 05/00/17 | /1/60/00 | 05/09/17 | 05/09/17 | 21/60/20 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 06/09/17 | | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 | 05/09/17 |
| Console Serial Number / Series Style | | n/a | n/a | n/a | n/a | B/u | 1/3 | п/а | n/a | n/a | Plastic looks like racing line | Triple | Single | Double | alor | 0/u | 6,0 | 10.0 | h/a | п/а | n/a | n/a | n/a | n/a | n/a | 75 ft Each | | Mens and Womens sizes | n/a | n/a | n/a | n/a | n/a | n/a |
| Serial Number | 1 | ¥M. | N/A | N/A | N/A | N/A | N/A | A/N | N/A | N/A | A/N | N/A | N/A | A/N | N/A | VV | V/N | VAN | 4/21 | N/A | N/A | A/A | N/A | A/N | N/A | N/A | | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| Quanity | ļ- | - ; | 13 | 14 | 3 Pair | 1 Pair | 6.5 Pairs | 1.5 Pairs | 5 Pairs | 34 | 16 Pairs | 21 Pairs | 24 Pairs | 16 Pairs | 14 Pairs | , | , | 97 | Q | / Pairs | 2 | _ | 7 | 8 | 2 | 3 | | 13 | Ø | 100 | 2 | 4 | - | 10 |
| Neder | Agris Sten | data asher | Jogger Bett | Frisbees- for pool classes | Ankle Jog Floats | Wrist/Ankle Weights 2 lbs - Blue | Wrist/Ankie Weights 3 lbs - Red | Wrist/Ankle Weights 5 lbs - Black | Fins-mult sizes | Kick Boards | Water Dumbell - Fins | Water Dumbell - Minis | Water Dumbell - Light | Water Dumbell - Medium | Water Dumbell - Heavy | Neoprene Float Swim Collar | Pull Bouvs | Moodle - Closed Cell | nao paggio annota | Suoke Hand paddies | PoolSide Box | Rise Wooden Back Board | Stife saving throw rings | 50" Rescue tube | Life Hook w/ pole | Adavance Racing Lane line | | Basketballs | Pickleball Paddles | Pickteballs | Volleyballs | Battle Ropes | Portable Score Board | Pro Dip Bars |
| 1 , 10, 10, 10, 10, 10, 10, 10, 10, 10, 10 | Aduatic Equipment | Agustic Equipment | Adnasic Equipment | Aduatic Edulpment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Aquatic Equipment | Action Company | Action Equipment | Addatic Equipment | Saftey Equipment | Saftey Equipment | Saftey Equipment | Saftey Equipment | Aquatic Equipment | | Gym Equipment | Gym Equipment | Gym Equipment | Gym Equipment | Gym Equipment | Gym Equipment | Gym Equipment |
| Brand | Kiefer | Kiefer | (Viete) | Neie | Klerer | Kiefer | Kiefer | Kiefer | Kiefer | Kiefer | Kiefer | Kiefer | PowerSytem | PowerSytem | PowerSytem | Kiefer | Kiefer | WaterArt | Kiafar | Violen | Nieigi | Klerer | Kiefer | Klefer | Klefer | Kiefer | | Wilson | Chkown | Unknown | Wilson | Power System | Unknown | Unknown |
| Home# Equipment ffknown ID# | A/A | A/N | 5/2 | V/2 | N/A | Ψ. | A/A | A/A | A/A | N/A | N/A | ΑΆ | A/A | N/A | N/A | N/A | N/A | A/N | 4/0 | N/N | | A/N | Α/Z | Y/Y | Ψ/Z | N/A | SS Equipment | A/A | N/N | Α/2 | V/ν | Ψ/X | N/A | N/A |
| Home# if known | 94 | 76 | 2 | 3 | 1 | 55 | 84 | 94 | 94 | 95 | 92 | SS | 8 | 92 | 92 | 98 | 98 | 95 | 35 | ∀/ Z | 4 | 4/2 | φ/ <u>λ</u> | ď. | Y/X | Z/A | Symposium of the control of the cont | ₹ ÷ | A/N | ¥/X | Y/2 | A/A | N/A | N/A |

EXHIBIT B-2

[TO BE ATTACHED]

| QTY | |
|-----------------------------------|--|
| 26 Café | DINING CHAIR- Black Front and Back Chair with Sakin Aliminim Marail and |
| 73-0 | בייני |
| 7 Coff Minimum Annual II - P | ROUND DINING TABLE- Evercore DuO Table with Concentric Satin Chrome Base |
| 12 Café/Weiting Areas/Locker Room | SMALL ROUND SIDE TABLE- Bernhardt Divide Small Round Occasional Table |
| | WARTENS CHAIR PUBLIC AREAS- Bernhardt Manhasset Lounge Chair |
| 14 All staff offices | TASK CHAIR SWINE - Scotic Illes Mart III-1-1-2 |
| 17 Conference/Office | CAMALL ARMAINEE CLAIR CHUR MEST Haigh BACK Chair |
| 1 Front Desk | SWIVE TASK CHAIR WITH EACT BING STALL B. C. C. |
| 6 Men's/Women's Locker Room | LOUNGE CHAIR AT LOCKER ROOM, TINK, Martin Laure, Co. 1. |
| 2 Men's/Women's Locker Room | COFFEE TABLE AT LOCKER ROOM. Berhandt Inn Britanning. |
| 2 Women's Lockerroom | WOMEN'S MAKE-UP AREA STOOL- Wayfair CreatechBackless Stool |
| 6 Conference Room | FLIP TOP (TRAINING) TABLE ON CASTERS AT CONFERENCE ROOM- 72"30" Training Tables with Formica Prestiege |
| | The state of the s |
| 1 Conference Room / Various Areas | STACK CHAIR AT CONFERENCE ROOM- Storlie Capri Stack Chair with Arms; Black Upholstered Fabric Seat |
| L Conference Room | PODIUM- Displays to go Adjustable Height Lectern Model LCADIBLK |
| T Conterence Koom | WHITE BOARD- Claridge Products 4'X3' Evolve Marker Board |
| 1 Sales Office | MEETING TABLE ROUND (36" DIA)- Intelligent Office Fernature 36" Round Table with X Base; Hot Fudge Finish |
| 4 Admin/Sales Offices | LATERAL FILE 4 DRAWER- HON 8000 Series 36" wide Four Drawer Lateral File Carcoal Finish |
| 1 Sales Office | DESK WITH RETURN OFFICE 120- Inntelligent Office Furnature 66"X30"X36" Radius Desk With Box/Box/File Pedestal, 42"X24" Return with Fole/File Pedestal and 78" Hutch Unit with Doors; Hot Fudge Finish with Silver Straight Drawer Pulls |
| 5 Pool Area | TEAM BOOK RENCH. Granders Local and City Live at the City |
| 2 Pool Office / Testing Office | DESK NO RETURN: Organization and water 1 stark wood i facilitonal Backless Bench DESK NO RETURN OF FICE 166 & 203- intelligent Office Furniture 66'X30" Desk, no Return; Hot Fudge Finish with Silver Striaght Drawn or Picils |
| 2 Fitness Office | HUTCH UNIT FOR OFFICE 203- Intelligent Office Furniture 66" wide Hutch Unit with Doors; Hot Fudge Finish with Silver Straight Drawer Pulls |
| 2 Staff Break Room | STAFF BREAK ROOM ROUND TABLE- Formica Prestige Wanut Laminate Tops with Tublar X Bases; Finish Silver |
| 2 Kids in Motion | ROUND KIDS TABLE. Smith System Flaors Series Chair- 12" Seat Height; Yellow Einish |
| 12 Kids in Motion | Kids' Chairs - Yellow Finish |
| 4 Kids in Motion | 107 STORAGE UNIT- Early Childhood Manufacturers' Direct Pearl Preschoolr 12 Bin Storage- Yellow Unit with Opaque Bins |
| 1 Kids in Mation | CHILDS PLAYPEN- Early Childhood Manufacturers' Direct Colorplay Superyard |
| 1 Kids in Motion | BABY CHANGING TABLE- South Shore Central Andover Changing Table in White Finish ith Simons Two Sided Countour Changing Pad with Non-Skid Bottom |
| 1 Kids in Motion | RIDING/GLIDER CHAIR- Early Childhood Manufacturers' Direct Foundations Safe Rocker Rocking Chair- White Finish with Blue Cushion |
| Fitnace Manager Office | BACK OFFICE 220 DESK WITH RETURN- Intelligent Office Furniture 60"X30"X36" Radius Desk with Box/Box/File Pedestal, 36"X24" neturn with File/File Pedestal and 72" wide Hutch Unit with Dors; Hot Fudge Finish with Silver |
| Titless initiages Citics | Straight Drawer Pulls |

| | 1 Fitness Office | Box/Box/File Pedestals and two (2) 42" wide Wall Mounted Overheads; Hot Fudge Finish with Silver Straight Drawer Puls |
|-------|--|---|
| | 1 CD Office | OFFICE 123 DESK WITH RETURN-Intelligent Office Furniture 72"X42" Radius P-Top Desk with 42"X24" Return with File/File Pedastal and 84" wide Hutch Unit with Doors: Hot Findes Finish with Silvas strainsh Process Pulls |
| | 1 MSM Office | OFFICE 124 DESK WITH RETURN- Intelligent Office Furnitre 60"X30"X36" Radius Desk with Box/Box/File Pedestal, 36"X24" Return with File/File Pedestal and 72" wide Hutch Unit with Doors; Hot Fudge Finish with Silver Straigh Drawer Pulls |
| | 1 Admin Office | OFFICE 125 DESK WITH RETURN-Intelligent Office Furnitre 60"X30"X36" Radius Desk with Box/Box/File Pedestal, 36"X24" Return with File/File Pedestal and 72" wide Hutch Unit with Doors; Hot Fudge Finish with Silver Straigh Drawer Pulls |
| | | CUBICLES- high Paneis with New Paint and New Fabric, New Worksurfces, 5' wide Painted Overhead with New Fabric, and Painted Suspended Box/File Pedestal- Includes Electrical Base Feed and Duplex Outlets; Burch Comet 7916 Overcast Fabric and Chrcoal Paint Trim and Storage Components |
| | 3 Cubicles in Admin Office | |
| | 1 Main Hallway Upstairs | WORKSURFACE & STORAGE FOR EQUIPMENT- Intelligent Office Furniture 72"X24" Double Door Storage Credenza with two (2) Wallmounted 3' wide Hutch; Hot Fudge Finish |
| 1, | 1 Conference Room | TABLE IN CONFERENCE ROOM- Intelligent Office Furniture 36" Round Table with X Base; Hot Fudge Finish |
|] " | Kids in Mortion | BENCH IN CIRCULATION AREA 204-Bernhardt Laurel Bench KIDS AREA STORAGE CREDENZA FOR AV EQUIPMENT: Early Childhood Manufactures' Direct Rainbow Accents |
| | 111111111111111111111111111111111111111 | KIDS AREA CABINET FOR STORAGE 138- HON Brigade 36" wide X 77" high Metal Storage Fahinet with Advention |
| 7 | EVS Pool Storage Kids in Marion | Shekes- Charcoal Finish |
| 17 | Kids in Motion | SIUE CHAIRS - KIM ADDITIONA TABLES IN VIKA |
| 1 | Kids in Motion | TV IN KIM |
| 1 | | 9 CUBE SHELF KIM |
| ٦ ` | Kids in Motion | BOOKSHELF KIM |
| 1 | Kids in Motion | WALL BOOK STORAGE KIM |
| 0 4 | Conference Room | STORAGE RACK IN CONFERENCE ROOM STORAGE DROIETTOR CORFERENCE |
| 1 | | DESK IN BETTY'S OFFICE |
| 2 | Stretch Area / Hallway | STRETCH TABLES |
| | | WAITING CHAIR |
| 7 | | MASSAGE BEDS |
| 7 | Massage Waiting | SMALL ROUD SIDE TABLE. Bernhardt Divide Small Round Occasional Table |
| 1 | Pro Shon | STORAGE RACKS IN BETTY'S OFFICE |
| F | Admin | CABINE IS IN PRUSHUP |
| H | Safe | SAFE IN ADMIN OFFICE |
| 1 | Pool Office | DESK IN POOL OFFICE |
| 1 | Staff Break Room | Refriderator |
| 1 | Staff Break Room | Microwaye |
| 2 | Men's/Women's Locker Room | TVS |
| 7 | Assisted Locker Room | Black Chairs |
| 7 | Assisted Locker Room | Shower Chair |
| - | Various Locations in Center | Black Wire Towel Backe |
| 2 (| Outside Locker Rooms | Display Tables |
| 20 | Locker Rooms (Men's/Women's/Assiste Wood Benches | Wood Benches |
| | Kids in Motion / Gym Storage | Various Toys, Games, Puzzies, etc. |
| | | |
| | | |
| | | |

Exhibit C Temporary Access Agreement

[TO BE ATTACHED]

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (this "Agreement") is effective as of February 8, 2024 (the "Effective Date"), by and between DEXTER TOWN CENTER CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, with its principal offices located at 2830 Baker Rd, Dexter, Michigan 48130 ("Association"), BST INVESTMENTS, LLC, a Michigan limited liability company, with its principal offices at 2830 Baker Rd, Dexter, Michigan 48130 ("Developer") and THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan non-profit corporation, with its principal offices at 14800 E. Old US Hwy 12, Chelsea, MI 48118 ("Foundation"; Association, Foundation, and Developer are collectively the "Seller") and DEXTER COMMUNITY SCHOOLS, whose address is 2704 Baker Road, Dexter, Michigan 48130 ("Buyer"). Seller and Buyer are also sometimes referred to herein as a "party" or "parties".

RECITALS

- A. Buyer desires to access, examine, and inspect the condominium project known as Dexter Town Center Condominium, Washtenaw County Condominium Subdivision Plan No. 561 ("Condominium") which is more particularly described in Exhibit A attached hereto (the "Property"). The Property shall not include Condominium Unit 3.
- B. The Foundation owns Condominium Unit 1.
- C. Developer owns Condominium Unit 2.
- D. The Association is responsible for administering the Condominium's operations.
- E. The parties are engaging in efforts to negotiate and arrange for an agreement for sale and purchase of the Property upon mutually acceptable terms (the "Contract"); and
- F. Prior to the execution of such a Contract, Seller is willing to provide Buyer with access to the Property for a limited time and purpose on the terms and conditions set forth herein.

NOW, THEREFORE, Seller and Buyer agree as follows:

- 1. <u>Right of Access</u>. Until 5:00 pm Eastern Standard Time on May 1, 2024 (sometimes herein called the "Inspection Period"), Buyer and Buyer's representatives, agents and designees shall have the right, at reasonable times and upon advance notice to Seller, to enter upon the Property and conduct such tests and investigations of the Property that Buyer may desire in connection with Buyer's evaluation of the Property for the proposed development of the Property. Seller shall reasonably cooperate with Buyer with respect to any such tests and investigations and provide any such non-proprietary reports or information that Seller may have with respect to the Property upon request from Buyer. Buyer agrees that:
 - (a) All tests and investigations shall be at Buyer's sole cost and expense;

- (b) Buyer shall advise Seller at least twenty-four (24) hours in advance of the dates of all proposed tests and investigations and shall schedule all tests and investigations during normal business hours whenever feasible unless otherwise requested by Seller;
- (c) Seller shall have the right, but not obligation, to have a representative of Seller accompany Buyer and Buyer's representatives, consultants, agents and designees while they are on the Property;
- (d) Any entry by Buyer, its representative, consultants, agents or designees shall not unreasonably interfere with the use of the Property by Seller or any tenant of Seller;
- (e) If any testing requires removal of or access through any existing structures or improvements on the Property, Buyer shall obtain the respective Seller's written permission (email approval is sufficient), which shall not be unreasonably conditioned, delayed, or withheld prior to undertaking such testing or investigation; and
- (f) Buyer, at Buyer's sole cost and expense, shall restore the Property to substantially the same condition as existed before the test or inspection.
- 2. <u>Environmental and Physically Invasive Testing</u>. Buyer shall have the right to perform any reasonable engineering, geotechnical, or other invasive inspections or studies, including, but not limited to, a Phase I Environmental Site Assessment and any sampling, testing or physically invasive inspections of the Property (including without limitation such inspections commonly referred to as "Phase II" environmental assessments).
- 3. <u>Insurance</u>. During the term of this Agreement, Buyer shall keep and maintain in force, at its sole cost and expense, and ensure that Buyer's consultants keep and maintain with insurance companies licensed to do business in the State of Michigan, at least the following insurance coverages with respect to all of Buyer's activities at the Property pursuant to this Agreement:
- (a) Workers' Compensation coverage for its employees with statutory limits and Employer's Liability coverage with limits of \$1,000,000 per accident and \$1,000,000 in the aggregate combined single limit.
- (b) Commercial General Liability coverage for contractual liability, personal injury, broad-form property damage, and products completed operations coverage with limits of not less than \$1,000,000 per occurrence for personal injury and property damage combined and \$2,000,000 in the aggregate combined single limit. Buyer shall ensure that Buyer's consultants maintain general liability and property damage insurance with the same limits set forth herein.
- (c) Commercial Automobile Liability (Comprehensive Automobile Liability) coverage, comprehensive form, including coverage for all owned, hired and non-owned vehicles with coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) Professional Liability insurance for claims arising from negligent acts, errors or omissions by anyone providing professional services including but not limited to doctors,

lawyers, architects, engineers, designers, appraisers and consultants. Minimum limit is \$1,000,000 per claim and \$3,000,000 annual aggregate.

Prior to or concurrent with any entry onto the Property, Seller shall be named as an additional insured on all policies of insurance as required in this Agreement (except Workers' Compensation). Certificates of such insurance reasonably acceptable to Seller shall be delivered to Seller upon written request.

- No Assumption of Risk. Seller does not assume any risk, liability, or responsibility or duty of care as to Buyer or its agents when on the Property. Buyer acknowledges and agrees that Buyer and its agents enter the Property and conduct the inspections thereon at their own risk.
- No Further Agreements Hereunder. Seller and Buyer shall not be under any obligation to enter into any further agreements with the other party hereto or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. Each party hereto reserves the right, in its sole discretion, to decline to make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the parties with respect thereto with respect to any further agreements or business arrangements with the other party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.
- Miscellaneous. This Agreement shall be governed by Michigan law, without regard to conflicts of law principles. This Agreement may only be amended by a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, and all of which together shall constitute one and the same instrument. The section headings herein are for convenience only and do not constitute matter to be construed. A signed copy of this Agreement delivered by email shall be binding on the parties hereto. Signatures to this Agreement may be made electronically and transmitted by electronic mail and such electronic signatures shall be valid and effective to bind the party so signing.
- Notices. All notices, requests, demands or other communications required or 7. permitted under this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, or by overnight courier (such as Federal Express) or by email, addressed as follows:

If to the Seller:

With required copies to:

Dexter Town Center Condominium Association 2830 Baker Road Dexter, Michigan 48130

Attn: Steve Brouwer

Email: stevebrouwer@arbrouwer.com

BST Investments, LLC 2830 Baker Road Dexter, Michigan 48130 Attn: Steve Brouwer

Email: stevebrouwer@arbrouwer.com

The Chelsea Health and Wellness Foundation 310 North Main Street, Suite 203 Chelsea, Michigan 48118

Attn: Steve Petty

Email: steve@5healthytowns.org

If to the Buyer:

Dexter Community Schools 2704 Baker Rd. Dexter, Michigan 48130 Attn: Sharon Raschke

Email: raschkes@dexterschools.org

With a required copy to:

Miller, Canfield, Paddock and Stone, PLC 101 North Main Street, 7th Floor Ann Arbor, Michigan 48104 Attn: Kevin M. Aoun, Esq. Email: aoun@millercanfield.com

All notices given in accordance with the terms hereof shall be deemed received forty-eight (48) hours after mailing, or upon delivery if delivered personally or by overnight courier or by email. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 8.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above. "Buyer" "Seller" **DEXTER COMMUNITY SCHOOLS DEXTER TOWN CENTER** CONDOMINIUM ASSOCIATION, Michigan non-profit corporation Gravon Rascoke By: ___ Name: Sharon Raschke Name: Its: Senior Project Manager Its: BST INVESTMENTS, LLC, a Michigan limited liability company By: ___ Name: Its: THE CHELSEA HEALTH **AND** WELLNESS FOUNDATION, Michigan nonprofit corporation

By:

Its: CEO

Name: Steve Petty

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above. "Buyer" "Seller" DEXTER COMMUNITY SCHOOLS **DEXTER TOWN CENTER** CONDOMINIUM ASSOCIATION, Michigan non-profit corporation By: ____ Name: By: <u>Steve Brouwer</u> Its: Name: Steve Brouwer Its: Manager BST INVESTMENTS, LLC, a Michigan limited liability company By: <u>Steve Broawer</u> Name: Steve Brouwer Member Its: THE CHELSEA HEALTH **AND** WELLNESS FOUNDATION, Michigan nonprofit corporation

By: _____

Name: Its:

Exhibit A

LEGAL DESCRIPTION

Condominium Project:

A parcel of land in the Southeast ¼ of Section 6, T2S, R5E, Village of Dexter, Scio Township, Washtenaw County, Michigan, more particularly described as:

COMMENCING at the South 1/4 corner of Section 6, T2S, R5E, Village of Dexter, Scio Township, Washtenaw County, Michigan; thence North 89°34'48" East 333.76 feet along the South section line of said Section 6 to a point on the centerline of Baker Road (as monumented); thence North 00°32'47" East 1176.81 feet along the centerline of Baker Road (as monumented, 66 feet right of way) to the POINT OF BEGINNING; thence continuing along said centerline of Baker Road North 00°32'47" East 525.00 feet; thence South 88°49'13" East 395.97 feet; thence South 00°26'59" West 8.23 feet to a point on a line that is 0.50 feet North of and parallel to a building described in Liber 1569, Pages 261 through 266, Washtenaw County Records; thence South 89°08'01" East 228.65 feet along said line being 0.50 feet North of and parallel to building described in Liber 1569, Pages 261 through 266, Washtenaw County Records; thence South 01°20'42" West 3.56 feet; thence South 89°08'01" East 30.20 feet; thence South 01°04'38" East 74.04 feet; thence South 47°22'01" East 4.18 feet; thence South 00°32'47" West 417.87 feet; thence South 85°38'07" West 206.93 feet; thence North 88°49'13" West 453.86 feet to the POINT OF BEGINNING; subject to the Baker Road right of way and easements and restrictions of record.

Commonly known as: 2740, 2810, and 2820 Baker Road, Dexter, MI 48130

Tax ID Nos. HD-08-06-400-010 and HD-08-06-400-01 1

Unit 1:

Land is located in the Village of Dexter. County of Washtenaw. State of Michigan, and described as follows:

Unit 1. Dexter Town Center Condominium, according to the Master Deed recorded in Liber 4654. Page 453. Washtenaw County Records. and any amendments thereto, and designated as Washtenaw County Condominium Subdivision Plan No. 561 together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978. as amended.

Commonly known as: 2810 Baker Road, Dexter, MI 48130.

Parcel ID: HD-08-06-455-001

Unit 2:

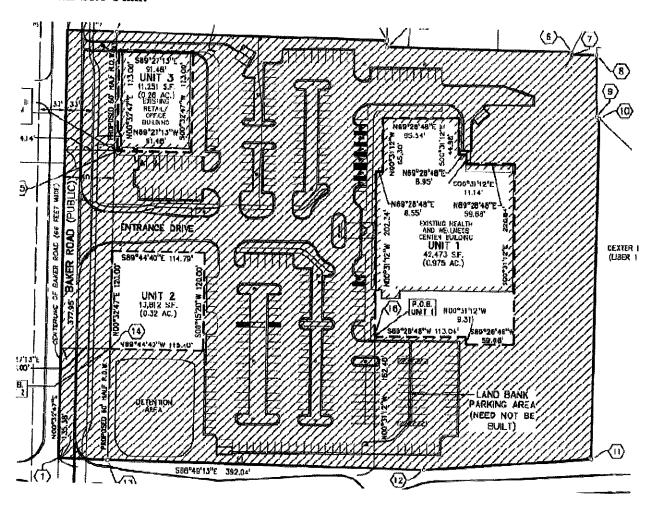
Land is located in the Village of Dexter. County of Washtenaw. State of Michigan, and described as follows:

Unit 2. Dexter Town Center Condominium, according to the Master Deed recorded in Liber 4654. Page 453. Washtenaw County Records. and any amendments thereto, and designated as Washtenaw County Condominium Subdivision Plan No. 561 together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978. as amended.

Commonly known as: 2740 Baker Road, Dexter, MI 48130.

Parcel ID: HD-08-06-455-002

Overall Site Plan:



41704725.8/022912.00054

Exhibit D Bring Down Certificate

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Seller has executed this Bring Down Certificate as of 1971 24 _____, 2024.

SELLER:

THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation,

Print Name: Slephen Rel Title: CEO

_

Exhibit D

EXHIBIT E

GENERAL ASSIGNMENT

For valuable consideration, the undersigned hereby bargains, sells, transfers, assigns, grants, conveys and sets over forever to DEXTER COMMUNITY SCHOOLS, Counties of Washtenaw and Livingston, State of Michigan, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130, all the undersigned's right, title and interest, if any, in and to any and all improvements, tenements, hereditaments, privileges and appurtenances; leases and leasehold interests; plans and specifications, fixtures, equipment and other items of personal property; licenses and permits, contracts, agreements or instruments; claims, guaranties, warranties, indemnities; general intangibles and every and all other personal property of whatsoever nature, tangible or intangible, including but not limited to the Personal Property set forth on **Exhibit A** and, used in connection with, belonging or in any way appertaining, or relating in any way to the real estate more particularly described in the attached **Exhibit B**, if any.

IN WITNESS WHEREOF, this General Assignment is made as of the 26 day of APOL, 2024.

THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation,

By ___

Print Name:

Title:

Dated: OG 2

<u>EXHIBIT A</u> Personal Property List

Personal Property

Personal Property is all of the tangible personal property of Seller used or held for use by Seller used in connection with the operation of the Real Property, whether or not reflected in the financial statements, including, without limitation:

- all machinery, furniture, fixtures, equipment, office equipment, computer hardware, office supplies, televisions, photocopiers, vehicles, tools, dies, construction in progress, and repair and replacement parts, except to the extent disposed of in the ordinary course of business on or prior to the Closing Date,
- the right to use all telephone numbers of the Seller, including those used for facsimile purposes, which serve the Seller's location; and
- all of the Seller's right, title and interest in the utility, security and other deposits and prepaid expenses of the Seller and held legally or beneficially by the Seller as of the Closing Date;
- all of Seller's right and interest in all transferable service maintenance and other contracts in connection with the operation of the wellness center;
- all cash registers, credit card machines, books, files, records, data and other information pertaining to transferred assets and liabilities (whether stored in paper, computer, magnetic or other storage media, and all computer software necessary for such storage and for access to such records);
- all computer software owned by or licensed to the Seller;
- The items list on Exhibit B-1 and B-2 attached hereto and incorporated by reference as is fully set forth herein.

EXHIBIT B-1

[TO BE ATTACHED]

| | | | | | | | | | | - Proposition - | | | | | | | | *************************************** | | | | | | 1/29/2024 - Constant beeping - Reset Screen and Reprogram Tv - | *************************************** | | | | | | | | A | *************************************** | | | | | | | | *************************************** | | | | | | 70000 | | |
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| | WALKE THE TAXABLE | 379 (Albaha) | | | · · · · · · · · · · · · · · · · · · · | | | | | | - Andrews | 7000 | | | | | | | | | | | | | | | | | | | | | | | | | | 1/29/2024 - Tighten Leg Pivot- | rittech | *************************************** | 77 | | | 2/6/2024 - Replace pull pin to adjust | 2007 | |
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| Eimese Elone - Cardio | Titless Trout - Caluin | Studio - Group Cycle | Studio - Group Cycle | Studio - Group Cycle | Studio Group Cycle | and drop - opins | Studio - Group Cycle | Stratio - Group Cycle | Studio - Plates | Studio - Pilates | Studio - Pilates | Citrone Clock Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | 100000000000000000000000000000000000000 |
| Yes | 3 | SS | Yes | Yes | res | Se X | Nec Yes | 3 5 | 3 % | S Sa | XeX | Xes | Yes | Yes | Yes | Sa, | 8 8 | S S S | Yes | Yes | Yes | sa, | \$8 × | S S | Yes | Yes | Yes | 20% | X A | yes | Yes | Yes | Kg. | Sa), | X82 X | Yes | Yes | Yes | Yes | sax | Yes | Yes | Yes | Yes | Yes | 2 |
| 15 | 2 - | - • | n [| + | 2 0 | 7 4 | 2 1% | 1 | | 23 | 13 | 8 | 19 | 10 | 23 | 2 8 | 3 5 | 7 = | - | | g | 4 | n 0 | n u | ٥ | 7 | 8 | - | 5 0 | 1 m | ٠ | c | g I | ۸ ۵ | 0 0 | 2 د | 11 | 12 | 14 | 15 | 16 | 17 | 18 | 32 | 13 | *************************************** |
| 77ecelved | 11/10/10 | 11/26/10 | 11/26/10 | 11/26/18 | 14 70 740 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 11/26/18 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | |
| CTM756/211003845 | NA | VN | N/A | W/A | VIV | N/A | N/A | N/A | A/N | A/N | N/A | N/A | N/A | N/A | N/A | N/A | Δ/N | N/A | N/A | N/A | N/A | N/A | 472 | NA | WA | N/A | NA | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | n/a | With the same of t |
| FTM747C2110C00012 | 181030-05884 | 181030-25865 | 181030-25822 | 181030-25873 | 181030-25870 | 181030-25875 | 181030-25877 | 181030-25878 | 181030-25879 | 181030-25880 | 181030-25881 | 181030-25882 | 181030-25883 | 181030-25884 | 181030-25885 | 181030-25886 | 181030-25888 | 181030-25891 | 181030-25892 | 181030-25893 | 181030-25894 | 187030-25895 | 181030-25910 | A2002554 | A2002557 | A2001683 | A2002555 | FZSP0313017 | FZPEC0313003 | FZPD313008 | FZCP0313015 | FZFRD0313012 | PZRW0313010 | FZERUS 13003 | FZBC0313012 | FZGL0313010 | FZSLP0313014 | FZLE0313019 | FZSLC0313014 | FZCE0313004 | FZTR0313016 | FZBE0313010 | FZAB0131015 | SPLLLT0313011 | PWVSLE08B123EN | |
| ΑN | A/N | 4/0 | 4/8 | 4/8 | 4/N | N/A | N/A | A/N | A/A | A/N | A/A | N/A | A/A | A/N | V/V | 4/X | Ψ. | N/A | A/A | N/A | A/N | A/A | X X | N/A | N/A | NA | N/A | AN | A/A | A/A | N/A | A'N | Y/X | A/A | A/A | A/A | A/A | N/A | N/A | N/A | A'A | ¥X. | A/A | A/A | N/A | |
| Touch Screen | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3 | 5506 BBC - M3 | 5506 BBC - M3 | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3 | 5506 BBC - M3 | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - M3i | 5506 BBC - FISH | 5506 BBC - M3 | Allegro 2 with lags | Allegro 2 with legs | Allegro 2 with legs | Allegno 2 with legs | FZ SP SHOULDER PRESS | SIGNATURE PECTORAL FLY | FZ PD LAT PULLDOWN | FZ CP SEATED CHEST PRESS | PECTORAL FLY/REAR DELTIOD | EZ I B I ATERAL BAISE | FZ TP TRICEP | FZ BC BICEP CURL | FZ GL - GLUTE | Seated - LEG PRESS | FZ LE - LEG EXTENTION | FZ SLC SEATED LEG CURL | FZ CE CALF EXTENSION | FZ TR TORSO ROTATION | F2 ANA ASSOCIATION COLUMN | FZ AM ABLOMINAL CRUNCH | Plate Loaded - Leg Press | Inner Outer Thigh | |
| Treadmill | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Spin Bike | Reformer | Reformer | Reformer | Kelomer | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | oneillan chabineur | Strength Equipment | Strength Equipment | |
| Matric | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Voisor | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Keriser | Allegro | Allegro | Allegro | Attagro | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | ife Elmaco | ceal Incom | Life Fitness | | Nierosili.co |
| 15 | - | ဗ | 17 | 15 | 2 | 16 | 25 | 14 | 18 | 23 | 13 | 20 | 13 | 2 5 | 17 | 22 | 12 | 11 | , | 8 | 0 4 | 2 | 6 | 5 | 9 | , | | 4 | 2 | e , | r- L | n Œ | , | 8 | 6 | 10 | - | 12 | 41 | 2 9 | 2 5 | e e | 2 : | 32 | 13 | |
| 367 | 253 | 254 | 255 | 256 | 257 | 258 | 259 | 260 | 261 | 262 | 263 | 564 | 265 | 266 | 258 | 269 | 270 | 27.1 | 272 | 233 | 275 | 276 | 277 | 88 | 88 | 3 8 | | 148 | 4 | 143 | 33 | 145 | 142 | 149 | 135 | 54 | 147 | 141 | 146 | 2 5 | 32 | 3 2 | | N/A | 375 | - |

| Latest Repair | | WATER TO THE TOTAL PROPERTY OF THE TOTAL PRO | - | | | - | | | | athith water | | | | | | | | | | | | | | | | *************************************** | | *************************************** | | | | | | | | - Annie Menter | | *************************************** | | | | | | |
|--------------------|--------------------------|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|---|--------------------------|-----------------------|------------------------|-------------------------|---|---|--|---|---|------------------------------|---|---------------------------|---|--------------------------------|-----------------------------|--------------------------|--------------------------|-----------------------------------|--------------------------------|---------------------------------|---|--|------------------------------|-----------------------------|-----------------------------|-----------------------------|--|
| Lecaron | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Flaor - Strength | Fitness Floor - Strenath | Ethese Hoor, Strength | Physics Close Strongth | Fitness Floor Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | | Fitness Floor - Strength | Fitness Floor Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Filmess Floor - Strength | Figures Floor - Strongth | Etness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Fitness Floor - Strength | Ethese Floor Strength | |
| Manufer Soft fibre | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Xes | Yes | Yes | Yes | , say | Yes | Yes | S A | 20 > | Z Kes | Yes | Yes | Yes | 7 | ×es ×es | Yes | Yes | Yes | Yes | Yes | Yes | Yes | res | 25 25 | 3 3 | Yes | Yes | Yes | Yes | Yes | X Apr | Say A | |
| | ¥ | 38 | 36 | 28 | 22 | 23 | 46 | 83 | 37 | 8 | 14 | 88 | 26 | 26 | 77 | 24 | 52 | 25 | 44 | 5 | 3 | ۵ | 4 | 0 | c | y & | 2 | 65 | \$ | 48 | 48 | 48 | 48 | Y C | 47 | n/a | 31 | 38 | 38 | 88 8 | 20,00 | 3 8 | 3 8 | |
| freceived | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/112 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/04/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | |
| Styte | n/a | n/a | n/a | n/a | n/a | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | Signature Series | n/a | n/a | n/a | n/a | 4/4 | n/a | n/a | n/a | п/а | n/a | n/a | n/a | n/a | Cidootuse Cortos | BON GBIP SOLID URETHANE STR | n/a | e/u | n/a | п/а | 8/U | 11/a | 1/a | r/a | |
| | EE300240174 | EE3102090426 | EE610290080 | A02 1172 | BOZ 3919 | SSM031016 | 81212002545 | 101226514269 | N/A | N/A | N/A | 081209013792 | 081306003059 | N/A | A/N | N/A | N/A | 0811301000807 | N/A | N/A | 55M0313016 | N/A | N/A | N/A | A/N | (tricep Rope x2, single handle Stright bar curl, lat bars x 3) | CMPAP03130416 | CMDAP0313041 | SPLDIP0313005 | N/A | N/A | A/A | N/A | AOI 1902 | N/A | N/A | N/A | N/A | N/A | N/A | A/N | N/A | ΑN | |
| (Hno SN) | A/A | A/A | A/A | A/A | N/A | N/A | N/A | N/A | N/A | A/N | A/X | N/A | A/N | A/A | N/A | A/A | 32 | N/A | N/A | N/A | Y.Y | A/A | ¥. | A N | 4/2 | ΑN | N/A | A/A | - | - 8 | 39 57 | 4 | 22 | 26 | |
| | | | | HD Elite | 4 | | Ā | BACK EXTENSION | | FLAT BENCH - FW | | | | Olympic Weight Storage- Connected to Military Bench | OLYMPIC FLAT BENCH | OLYMPIC INCLINE BENCH | OBWS-Olympic Weight Storage - Connected to Olympio Incline Bench | OLYMPIC MILITARY BENCH | OLYMPIC WEIGHT TREE | OLYMPIC WEIGHT TREE | SIGNATURE UTILITY BENCH | Functional Trainer - Bar to connect MJ-CORE, | Functional Trainer - MJ ADJ CABLE CROSSOVER | Functional Trainer - MJRW-STA, MJLPD-STA, MJTP-STA | Functional Trainer - MJLPD-STA, MJRWD-STA | Functional Trainer - Cable Attachments | Dual Cable Adj Cable Machine | Dual Cable Adj Cable Machine | SEATED DIP - Plate loaded | SIGNATURE DUMBBELL RACK DOUBLE | SIGNATURE DUMBBELL RACK DOUBLE | DBO CTOLERUBBER UB SEL 3-50 | 6 OI VMPIC CHROME RAB | Barbell Rack | Barbells - 20th-110 (bs (10 bars) | IRON GRIP RUBBER DB - CURL BAR | SIGNATURE OLYMPIC DECLINE BENCH | Decline Bench - Adjustable | Exposition and an action of the contract of th | Free Weight Plates - 2.0 ibs | Free Weight Plates - 10 lbs | Free Weight Plates - 25 lbs | Free Weight Plates - 35 lbs | |
| | Strength Equipment | Strength Equipment | + | + | -+ | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Stonath Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | Strength Equipment | |
| | Free Motion | Free Motion | Free Motion | Hammer Strength | Hammer Strength | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Life Fitness | Harring Chronoth | Hammer Strength | Hammer Strength | Life Fitness | Hammer Strength | Unknown | Life Fitness | Life Fitness | Life Fluidas | χΘ | IGX | IGX | IGX | |
| ** | 34 | 32 | 36 | 28 | 22 | 23 | 46 | 23 | 37 | 9 | 41 | eg : | 56 | 26 | 27 | 54 | 22 | 25 | 44 | 43 | 42 | ط | a. | 0 | ď | N/A | 20 | 19 | 42 | 24 65 | 2 8 | 87 | N/A | 47 | 47 | N/A | 31 | 88 8 | N/A | A/A | N/A | N/A | ΝΆ | |
| U KOOWU | 6 | 86 | ŝ | 103 | 2 3 | 22 | 92 | 103 | 110 | 113 | 114 | 115 | 116 | 101 | 117 | 118 | 102 | 119 | 130 | 121 | 123 | 126 | 127 | 128-130 | 131-132 | A/N | A/A | Y.Y | 88 8 | 3====================================== | 157 | 153 | 25 | 108 | 156 | 35 | 62 | W/N | Y N | A/A | K/Z | N/A | N/A | |

| | | WWW | | | | | **** | i i i i i i i i i i i i i i i i i i i | | | The state of the s | *************************************** | William - Willia | | | | *************************************** | *************************************** | Order Control | *************************************** | | | ************************************** | 1001100 | NATIONAL CONTRACTOR OF THE PROPERTY OF THE PRO | | PARA SAR AND | *************************************** | Att 100 mm and 100 mm | | | | 1921000mm | | | | | | | |
|------------------------|----------------------|------------------------|-------------------------------|-----------------------------|------------------------|------------------------|------------------------|---------------------------------------|------------------------|------------------------|--|---|--|------------------------------|------------------------------|-------------------------------|---|---|-------------------------------|---|------------------------------|-------------------|---|---|--|---|--|---|---|-------------------------------------|--|---------------------------------------|--------------------------------|-----------------------------|-----------------------------|------------------------------|--------------------------------|--|-----------------------------|------------------------------|
| Fitness Testing office | Mulinia Area FF & 12 | Fitness Testing office | Fitness Testing office | Fitness Testing office | Fitness Testing office | Fitness Testing office | Fitness Testing office | Fitness Testing office | Eithese Testing office | Fitness Testing Office | Series Supposed to | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Fitness Floor - Stretch Area | Filhess Floor - Stretch Area | Fitness Floor - Stretch Area | Studio - Aerobio | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Muliple Area FF. All Studios | Muliple Area FF. All Studios | Muliple Area EF All Studios | Muliple Area EE All Securior | Milinia Area EE All Studios | Muliple Area FF. All Studios | Muliple Area FF, All Studios | Muliple Area FF. All Studios | | Mulpie Area FF, All Studios | Muliple Area EF All Studios | Muliple Area FF, All Studios | Muliple Area FF, All Studios | Fitness Floor - Strength | Muliply Area CE All Studies | Muliple Area PT, Alt olunius |
| Yes | Yes | Ves | Yes | Yes | Yes | Yes | , se | Xes | ya. | Xes X | | Yes | Yes | Yes | Yes | Yes | Yes | Yes | , Yes | Sal | Yes | N N | Yes | Yes | Yes | Yes | \ \ \ | Š | X X | S Se | + | Yes | + | 202 | + | T | H | yes | so/ | - |
| 11/01/22 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | See nads | See pads | | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 00/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/04/49 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 06/01/13 | 08/01/13 | 20,00 |
| e/u | MLR, WLR, Ast LR, FF | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | | n/a | n/a | η/a | n/a | 17/8 | n/a | n/a | B/V #02 #04 #05 #07 #07 | 54 54 54 50 404 404 | Z#, 0#, 0#, 1U#, 1Z# | 1/8 | μ/u | π/α | n/a | 11/a | n/a | (7ft Seg - Flat comes in Roll) | (7ft Seg - Flat comes in Boil) | (7ft Seg - Flat comes in Roll) | (7ft Seg Flat comes in Roll) | (7ft Seg - Flat comes in Rott) | Best to order in Direct 10 | Best to order in Pkg of 11 | Best to order in Pkg of 12 | Best to order in Pkg of 13 | Best to order in Pkg of 14 | n/a | 8/0 | 127 |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | NA | ΑN | N/A | es Floor & Aerobic Studios: | N/A | N/A | N/A | A/A | N/A | N/A | N/A | 4/N | 0,12 | A/N | N/A | N/A | N/A | NA | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | |
| - | 4 | 1 | 2 | + | 2 | 1 | _ | - | 2 | - | Misc Equipment: Fitnes: | 7 | 2 | 1 | 4 | 71 | - 0 | n | 7 9 | | 123 | 25 | 7 | 14 | 14 | 19 | 7 | 10 pc | 33 pc | 4 pc | 1 pc | 7 pc | r. | c. | 4 | 2 | - | 80 | 25 | |
| BodyScipt | Scales- Eletric | Polar Body Age Cart | Blood Pressure Cuff - Regular | Blood Pressure Cuff - Large | Measuring tape | Hand Dyanometer | Stretching Table | AED | AED - Adult pad | AED - Child pad | | | | P(yo Box- 4 pc | weight Lifting bett- teather | Calf stratch Adiable Distance | Mini Dode, Balance | Aires Balance | Medicine ball- Dynamic /Slam: | Medicine Ball: | STEPS-Risers | STEPS- Plateforms | Resistance Bands - TUBES W/ Handles- very Light | Resistance Bands- TUBES W/ Handles- Light - | Resistance Bands - TUBES W/ Handles- Medium - | Resistance Bands- TUBES W/ Handles- Heavy - | Resistance Bands- TUBES W/ Handles- Very | Resistance Bands - Thera-Band - Yellow | Resistance Bands - Thera-Band - Green | Resistance Bands - Thera-Band • red | Resistance Bands - Thera-Band - Blue Heaw | Resistance Bands - Thera-Band - Black | Vesa Loop- Orange -Extra Light | Vesa Loop- Green - Light | Vesa Loop- Red - Medium | Vesa Loop- Purple - Heavy | Vesa Loop- Black - Extra Heavy | ritst Ptace Superbands - 1/4", 1/2", 1", 2", 3" & 3.5" | Matt- Pilates- XL Long | |
| Scale | Scale | Polarcart | Testing Equipment | Testing Equipment | Testing Equipment | Testing Equipment | Testing Equipment | Saftey Equipment | Saftey Equipment | Saftey Equipment | | Testing Equipment | Balance Equipment | Misc Equipment | Vode Equipment | Misc Equipment | Balance Equinment | Balance Edulpment | Misc Equipment | Misc Equipment | Misc Equipment | Misc Equipment | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Resistance Band | Misc Equipment | |
| Home Club | Unknown | Home Club | Unknown | Unknown | Unknawn | Unknown | Chknown | Zoll | Zoll | Zoll | | Unknown | Parform Better | Power System | Power System | Perform Better | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Power System | Thera-Band | Thera-Band | Thera-Band | Thera-Band | Thera-Band | Power System | Power System | Power System | Power System | Power System | Power System | Power System | |
| | | | | | | | | | | | | V/A | A/A | 4/Z | (A/A | N/A | ΑN | N/A | N/A | N/A | A/A | N/A | A/A | N/A | A/N | A/Z | A/A | N/A | N/A | N/A A | N/A | A/N | N/A | N/A | A/A | ¥N. | N/A | N/A | N/A | |
| n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | | n/a | n/a | n/a n/a | 8/0 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 158 | 95 | 362 | 95 | 95 | 95 | 158 | 158 | 158 | 2 28 | 2 | N/A | 158 | |

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| Power System Yoge Equipment Yoge bloock-Foam Blocks 42 Power System Place Equipment Yoge Blenket-Meadean 1:9 Power System Place Equipment Foam Roller - Ser - VARIer - Light Density 3:1 Power System Mise Equipment Foam Roller - Ser - VARIer - Light Density 1:0 Rogue Fitness Mise Equipment Foam Roller - Ser - VARIer - Light Density 1:0 Rogue Fitness Mise Equipment Rettlebells - Sib - Ser - VARIer - Light Density 1:0 Rogue Fitness Mise Equipment Kettlebells - Sib - Ser - VARIER - Light Density 1:0 Rogue Fitness Mise Equipment Kettlebells - Sib - Ser - VARIER - Light Density 1:0 Rogue Fitness Mise Equipment Kettlebells - Sib - Ser - VARIER - Light Density 1:0 Rogue Fitness Mise Equipment Kettlebells - Sib - Ser - VARIER - Light Density 1:0 Rogue Fitness Mise Equipment Kettlebells - Sib - Ser - VARIER - Light Density 1:0 Rogue Fitness Mise Equipment Kettlebells - Sib - | 1101/00 | |
|---|---|--|
| Power Spetim Vigit Boliche Frank Bleise 42 N/A Frank Bolich Power Spetim Vigit Bolichmett Vigit Bolicher Frank Bleise 42 N/A n/A 660/1/3 Power Spetim Vigit Bolicher Frank Bolicher Strank Bolicher Bolicher Strank Bolicher Strank Bolicher Strank Bolicher Strank Bolicher Bolicher Bolicher Bolicher Strank Bolicher Strank Bolicher Strank Bolicher Bolicher Strank Bolicher Bolicher Bolicher Strank Bolicher Strank Bolicher Strank Bolicher Strank Bolicher Strank Bolicher Bolicher Strank Bolicher | Fitness Floor - Strength Studio - Aerobic Fitness Floor - Strength Fitness Floor - Strength | Aquatic Pool area Aquatic Pool area Ansatic Pool area |
| Power System Yogg Edipment Yogg Bladde Falm Blocks 42 N/A N/A Dover System Profit Statistics 119 N/A n/a Dover System Profit Statistics N/A n/a n/a Dover System Prior Edipment Prior Manual 35 n/A n/a Dover System Prior Edipment Prior Bladde - Statistics - Hand Density 15 n/A n/a Dover System Note Statistics Note Statistics 16 n/A n/a Rogue Finess Note Statistics Note Statistics 16 n/A n/a Rogue Finess Note Statistics Note Statistics 16 n/A n/a Rogue Finess Note Statistics Note Statistics 16 n/a n/a Rogue Finess Note Statistics Note Statistics 16 n/a n/a Rogue Finess Note Statistics Note Statistics 16 n/a n/a Rogue Finess Note Statistics Note Statistics 16 | Yes Yes Yes | Yes Yes |
| Provincións Type Edipinent Viga Edipinent Provinción 21 N/A Pouver System Plates Edipinent Ferna Roller - SP - Hand Poller - | 07/01/23 06/01/13 07/01/23 | 05/09/17 05/09/17 05/09/17 |
| Power System Voga Equipment Voga Bucok- Fram Blocits 42 Power System Plattes Bings 21 Power System Plattes Bings 21 Power System Misc Equipment Foam Roller - 38* 122- Vivilet - Light Density 3 Power System Misc Equipment Foam Roller - 38* 122- Vivilet - Light Density 10 Power System Misc Equipment Foam Roller - 38* 122- Vivilet - Light Density 10 Rogue Finess Misc Equipment Foam Roller - 38* 122- Vivilet - Light Density 10 Rogue Finess Misc Equipment Kertlebells - 10 bs 2 Rogue Finess Misc Equipment Kertlebells - 10 bs 2 Rogue Finess Misc Equipment Kertlebells - 10 bs 2 Rogue Finess Misc Equipment Kertlebells - 10 bs 3 Rogue Finess Misc Equipment Kertlebells - 10 bs 3 Rogue Finess Misc Equipment Kertlebells - 10 bs 4 Rower System Misc Equipment Dumbbells - 11 bs 2 Power System Misc Equipment Du | ν/a η/a η/a | 17/3 17/3 17/3 |
| Power System Yogs Equipment Yogs Equipment Yogs Equipment Power System Plates Equipment Foam Roller - 36" 1/12 - White - Light Density Power System Misc Equipment Foam Roller - 36" 1/12 - White - Light Density Power System Misc Equipment Foam Roller - 36" 1/12 - White - Light Density Power System Misc Equipment Foam Roller - 36" 1/12 - White - Light Density Rogue Fitness Misc Equipment Kertlebells - 18 to Be Rogue Fitness Misc Equipment Kertlebells - 16 to Be Rogue Fitness Misc Equipment Kertlebells - 15 to Be Rogue Fitness Misc Equipment Kertlebells - 15 to Be Rogue Fitness Misc Equipment Kertlebells - 20 to Be Rogue Fitness Misc Equipment Kertlebells - 30 to Be Rogue Fitness Misc Equipment Commbells - 16 to Be Rogue Fitness Misc Equipment Commbells - 16 to Be Rogue Fitness Misc Equipment Commbells - 16 to Be Rogue Fitness Misc Equipment Dumbbells - 10 to Be Power System Misc Equipment Dumbbells - 10 to Be </td <td> </td> <td>Aspetic Equipment N/A N/A N/A N/A</td> | | Aspetic Equipment N/A N/A N/A N/A |
| Power System Yoga Equipment Power System Misc Equipment Power System Misc Equipment Power System Misc Equipment Power System Misc Equipment Rogue Fitness Misc Equipment Power System Misc Equipment | 18 39 21 1 | 11 pairs |
| Power System Power System Power System Power System Power System Power System Rogue Fitness Rower System Power System Power System Power System Power System Power System Rower System Power System | Lacosse Ball - Myofacial release Bender Ball Cones Sider board | Aquabases and Ancthors Swim DiscKlds Arm Floats Life jacket- Child |
| | Misc Equipment Misc Equipment Misc Equipment Misc Equipment | Aquatic Equipment Aquatic Equipment Aquatic Equipment |
| | Unknown Power System Unknown Perform Better | AquaPhysical Klefer Klefer |
| | N/A N/A N/A | N/A N/A |

| # | | | isno: | Him Std | Sefal Mumber | | Manufacture Nun | Number Still here | Aration | |
|----------|--|-------------------|-----------------------------------|-----------|--------------|--------------------------------|-----------------|-------------------|------------------------|--|
| | CHANGE THE PROPERTY CHANGE AND | | | | | age | | | | Latest Repair |
| N/A | Kiefer | Aquatic Equipment | Aqua Step | 1 | N/A | 8/0 | 05/09/17 | | A minute in the second | |
| N/A | Kiefer | Aquatic Equipment | Jogger Belt | 13 | N/A | 6/2 | 05/00/17 | 80, | Aquatic Pool area | |
| Χ× | Kiefer | Aquatic Equipment | Frisbees- for pool classes | 4 | ΝΑ | 8/4 | 05/09/17 | Sa X | Aquauc Pool area | |
| ΥN | Kiefer | Aquatic Equipment | Ankle Jog Floats | 3 Pair | N/A | 6/4 | 05/09/17 | Za. | Aquatic Pool area | |
| N/A | Kiefer | Aquatic Equipment | Wrist/Ankle Weights 2 lbs - Blue | 1 Pair | N/A | 6/2 | 05/00/17 | , co | Aquatic Poot area | |
| N/A | Kiefer | Aquatic Equipment | Wrist/Ankle Weights 3 lbs - Red | 6.5 Pairs | N/A | 6/4 | 05/00/17 | res | Aquatic Pool area | |
| N/A | Kiefer | Aquatic Equipment | Wrist/Ankle Weights 5 lbs - Black | 1.5 Pairs | N/A | 2/2 | 05/00/17 | SB 252 | Aquatic Pool area | |
| A/N | Klefer | Aquatic Equipment | Fins-mutt sizes | 5 Pairs | N/A | D/8 | 05/09/17 | Z Z | Aquaic Poolarea | |
| N/A | Kiefer | Aquatic Equipment | Kick Boards | 34 | N/A | 6/0 | 05/09/17 | 200 | Aquatic root area | |
| N/A | Kiefer | Aquatic Equipment | Water Dumbell - Fins | 16 Pairs | NA | Plastic looks like racing line | 05/09/17 | × × | Aquatic Pool area | |
| A/A | Kiefer | Aquatic Equipment | Water Dumbell - Minis | 21 Pairs | N/A | Triple | 05/09/17 | 20/ | Aquatic Pool alea | |
| ¥. | PowerSytem | Aquatic Equipment | Water Dumbell - Light | 24 Pairs | N/A | Single | 05/09/17 | 20 20 2 | Aqueto Four alea | The state of the s |
| A/A | PowerSytem | Aquatic Equipment | Water Dumbell - Medium | 16 Pairs | N/A | Domle | 05/00/17 | 8 5 | Aquatic Foot area | |
| N/A | PowerSytem | Aquatic Equipment | Water Dumbell - Heavy | 14 Pairs | N/A | Triple | 05/09/17 | S so | Aquatic Pool area | |
| ΧX | Klefer | Aquatic Equipment | Neoprene Float Swim Collar | 2 | N/A | e)u | 71/00/20 | 20 00 | Aquato Pot alea | The state of the s |
| Ϋ́ | Klefer | Aquatic Equipment | Puli Bouys | 7 | N/A | e/u | 05/09/17 | S S | Aduatic Pool area | |
| N/A | WaterArt | Aquatic Equipment | Noodle - Closed Cell | 48 | N/A | 0/8 | 05/09/17 | 20 20 2 | Aduator Poor and | |
| N/A | Kiefer | Aquatic Equipment | Stroke Hand paddles | 7 Pairs | N/A | 6/0 | OE/09/47 | 3 3 | Aqueic rootalea | |
| N/A | Kiefer | Aquatic Equipment | PootSide Box | 2 | N/A | 6/4 | 71/00/10 | 8 5 | Aquatic Pool area | |
| N/A | Kiefer | Saftey Equipment | Rise Wooden Back Board | - | N/A | 6/4 | 05/00/17 | SaX | Aquatic Poot area | |
| N/A | Kiefer | Saftey Equipment | Stife saving throw rings | - | N/A | -)- | 71/00/00 | sa. | Aquatic Pool area | |
| N/A | Kiefer | Saftey Equipment | 50" Rescue tube | 16 | A/N | 6/II | / L/60/c0 | Yes | Aquatic Pool area | |
| N/A | Kiefer | Saftey Equipment | Life Hook w/ pole | 2 | N/A | 6/0 | 05/09/17 | Yes | Aquatic Pool area | |
| N/A | Kiefer | Aquatic Equipment | Adavance Racing Lane line | e | 4/8 | 1000 | 71,000,00 | Sal | Aquado Pool area | |
| Equipmen | ems | | | | | /311.50 | 03/03/17 | Tes | Aduatic Pool area | |
| A/N | Wilson | Gym Equipment | Basketballs | 13 | N/A | Mens and Womens sizes | 05/00/17 | 200 | | |
| ¥,N | Unkawn | Gym Equipment | Pickleball Paddles | 6 | N/A | 8/0 | 05/00/17 | 8 3 | Sympasium | |
| ΝΆ | Unknown | Gym Equipment | Pickleballs | 100 | N/A | 6/4 | 05/09/17 | 200 | cymnasium | - |
| N/A | Wilson | Gym Equipment | Volleyballs | 2 | N/A | e) c | 71,00,30 | 201 | cymnasium | |
| A/A | Power System | Gym Equipment | Battle Ropes | 4 | N/A | 0/0 | 05/00/17 | res | Gymnasium | |
| A/A | Unknown | Gym Equipment | Portable Score Board | - | N/A | n/a | 05/09/17 | Yes | Gymnasium | |
| N/A | Unknown | Gym Equipment | Pro Dio Bars | 4.5 | 4714 | | 11/00/00 | 3 | cymnastum | |

EXHIBIT B-2

[TO BE ATTACHED]

| QTY | |
|------------------------------------|--|
| 26 Café | DINING CHAIR- Black Front and Back Chair with Satin Aluminum Metal Lees |
| 6 (36 | DOTINI PINIMIC TABLE C. |
| 7 Café/Waiting Areas/Locker Room | SMALL BOHIND SIDE TABLE. By Branks of Didde with Concentric Satin Chrome Base |
| 12 Café/Waiting Areas | LOUNGE CHAIR PUBLIC AREAS. Bernhardt Manhassent i chinge Chair |
| 4 Sales/MS Office | WAITING/GUEST CHAIR WITH ARMS- Bernhardt Jaron Series Guest Phair |
| 14 All staff offices | TASK CHAR SWIVEL- Storie Ultra Mesh Hairh Back Chair |
| 17 Conference/Office | SMALL ARMIES CHAIR. Styrills Carri Armies Chair Chair |
| 1 Front Desk | SWIVE TASK CHAID WITH EACH DIME, SCHOLL DESCRIPTION |
| 6 Men's/Women's Locker Room | OTHER THE STATE OF |
| 2 Men's/Women's Lotier Room | CONTROL CHICK AT I COLUMN TO COLUMN |
| 2 Women's Lockerroom | WOMEN'S MAKE-UP AREA STOOL- Wayfair CreatechBackless Stool |
| 3 | FLIP TOP (TRAINING) TABLE ON CASTERS AT CONFERENCE ROOM- 72"30" Training Tables with Formica Prestiege |
| | Wainut Laminate Lops, Filp Top T- Bases with Handle Release and Casters; Base Fnish Siver Powder coat |
| 30 Conference Room / Various Areas | STACK CHAIR AT CONFERENCE ROOM-Storije Capri Stack Chair with Arms: Black Upholstered Fabric Seat |
| 1 Conference Room | PODIUM- Displays to go Adjustable Height Lectern Model LCADJBLK |
| 1 Conterence Room | WHITE BOARD- Claridge Products 4'X3' Evolve Marker Board |
| 1 Sales Office | MEETING TABLE ROUND (36" DIA)- Intelligent Office Fernature 36" Round Table with X Base; Hot Fudge Finish |
| 4 Admin/Sales Offices | LATERAL FILE 4 DRAWER- HON 8000 Series 36" wide Four Drawer Lateral File Carcoal Finish |
| | DESK WITH RETURN DFFICE 120- Inntelligent Office Furnature 66"X30"X36" Radius Desk With Box/Box/File Pedestal. |
| 1 Sales Office | 42"X24" Return with Fole/File Pedestal and 78" Hutch Unit with Doors; Hot Fudge Finish with Silver Straight Drawer Pulls |
| 5 Pool Area | TEAK POOL BENCH- Signature Hardware 5' Teak Wood Traditional Backless Bench |
| 2 Pool Office / Testing Office | DESK NO RETURN OFFICES 166 & 203- Intelligent Office Furniture 66"X30" Desk, no Return; Hot Fudge Finish with Silver Straight Drawer Pulls |
| 2 Fitness Office | HUTCH UNIT FOR OFFICE 203- Intelligent Office Furniture 66" wide Hutch Unit with Doors; Hot Fudge Finish with Silver Straight Drawer Pulis |
| 2 Staff Break Room | STAFF BREAK ROOM ROUND TABLE- Formica Prestige Wanut Laminate Toos with Tuhlar X Rakes- Finish Gilwar |
| 2 Kids in Motion | ROUND KIDS TABLE. Smith System Flance Carlee Chaire, 10" Cont Liste, Valle, 11". |
| 12 Kids in Motion | Kids' Chairs - Yellow Finish |
| 4 Kids in Motion | TOY STORAGE UNIT- Early Childhood Manufacturers' Direct Pearl Preschoolr 12 Bin Storage- Yellow Unit with Opaque Bins |
| 1 Kids in Motion | CHILDS PLAYPEN- Early Childhood Manufacturers' Direct Colorplay Supervard |
| 1 Kids in Motion | BABY CHANGING TABLE- South Shore Central Andover Changing Table in White Finish ith Simons Two Sided Countour Changing Pad with Non-Skid Bottom |
| 1 Kids in Motion | RIDING/GLIDER CHAIR- Early Childhood Manufacturers' Direct Foundations Safe Rocker Rocking Chair- White Finish with Blue Cushion |
| 1 Fitness Manager Office | BACK OFFICE 220 DESK WITH RETURN- Intelligent Office Furniture 60"X30"X36" Radius Desk with Box/Box/File Pedestal, 36"X24" Return with File/File Pedestal and 72" wide Hutch Unit with Dors, Hot Fudge Finish with Silver Straight Drawer Pulls |
| | |

| n n n n n n n n n n n n n n n n n n n | 1 MSM Office 1 Admin Office 2 Cubicles in Admin Office 2 Cubicles in Admin Office 3 Cubicles in Admin Office 4 Main Hallway Upstairs 5 Conference Room 6 Mids in Motion 7 Kids in Motion 8 Massage 8 Massage 9 M | 1 Fitness Office | FRONT OFFICE 220 WORKSURFACE WITH FILE PEDESTALS- 90" wide X24" deep Worksurface with two (2) Box/Box/File Pedestals and two (2) 42" wide Wall Mounted Overheads; Hot Fudge Finish with Silver Straight Drawer Pulls |
|--|--|------------------------------|--|
| 1 Admin Office 1 Admin Office 2 Cubicles in Admin Office 2 Main Hallway Upstairs 2 Main Hallway Upstairs 3 Cubicles in Motion 4 Mids in Motion 5 Kids in Motion 6 Kids in Motion 7 Kids in Motion 7 Kids in Motion 7 Kids in Motion 7 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Kids in Motion 9 Kids in Motion 1 Conference Room 1 Kids in Motion 1 Kid | 1 MSM Office 1 Admin Office 2 Cubicles in Admin Office 1 Main Hallway Upstairs 2 Main Hallway Upstairs 2 Mids in Motion 2 Mids in Motion 3 Motion 4 Mids in Motion 5 Mids in Motion 6 Mids in Motion 7 Massage 7 Mins Soffice 7 Mins Storing 7 Marious Locker Room 8 Ma | | OFFICE 123 DESK WITH RETURN- Intelligent Office Furniture 72"X42" Radius P-Top Desk with 42"X24" Return with File/File Pedestal and 84" wide Hutch Unit with Doors; Hot Fudge Finish with Silver Straight Drawers Pulis |
| 1 Admin Office 2 Cubicles in Admin Office 1 Conference Room 2 Main Hallway Upstairs 2 Main Hallway Upstairs 1 Conference Room 2 Kids in Motion 2 Kids in Motion 2 Kids in Motion 2 Kids in Motion 3 Kids in Motion 4 Kids in Motion 5 Kids in Motion 6 Kids in Motion 7 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Kids in Motion 9 Kids in Motion 9 Kids in Motion 1 Kids in Motion 2 Kids in Motion 2 Kids in Motion 3 Kids in Motion 4 Admin 4 Assisted Locker Room 4 Admin Corker Room 5 Corrider Room 6 Corrider Room 7 Staff Break Room 8 Staff Break Room 7 Staff Break Room 8 Staff Break Room 9 Staff Break Ro | 1 Admin Office 2 Cubicles in Admin Office 1 Conference Room 2 Main Hallway Upstairs 2 Main Hallway Upstairs 1 Conference Room 2 Kids in Motion 2 Kids in Motion 2 Kids in Motion 2 Kids in Motion 3 Citics 4 Kids in Motion 4 Kids in Motion 5 Conference Room 6 Kids in Motion 7 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Kids in Motion 9 Conference Room 8 Massage 9 Massa | 1 MSM Office | OFFICE 124 DESK WITH RETURN- Intelligent Office Furnitre 60"X30"X36" Radius Desk with Box/Box/File Pedestal, 36"X24" Return with File/File Pedestal and 72" wide Hutch Unit with Doors; Hot Fudge Finish with Silver Straigh Drawer Pulis |
| 2 Cubicles in Admin Office 1 Main Hallway Upstairs 1 Conference Room 2 Main Hallway Upstairs 1 Conference Room 2 Kids in Motion 2 Kids in Motion 3 Kids in Motion 4 Kids in Motion 5 Kids in Motion 6 Kids in Motion 7 Kids in Motion 7 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Kids in Motion 9 Kids in Motion 8 Kids in Motion 9 Massage 9 Marious Locker Room 9 Marion Kids in Motion Kown Storage 10 Marion Kids in Motion Kown Storage | 2 Cubicles in Admin Office 1 Main Hallway Upstairs 1 Conference Room 2 Main Hallway Upstairs 1 Conference Room 2 Kids in Motion 2 Kids in Motion 3 Kids in Motion 4 Kids in Motion 5 Kids in Motion 6 Kids in Motion 7 Kids in Motion 7 Kids in Motion 7 Kids in Motion 7 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Kids in Motion 8 Massage 9 | | OFFICE 125 DESK WITH RETURN-Intelligent Office Furnitre 60"X30"X36" Radius Desk with Box/Box/File Pedestal, 36"X24" Return with File/File Pedestal and 72" wide Hutch Unit with Doors, Hot Fudge Finish with Silver Straigh Drawer Pulls |
| 2 Cubicles in Admin Office 1 Main Hallway Upstairs 2 Main Hallway Upstairs 2 Main Hallway Upstairs 2 Main Hallway Upstairs 1 Conference Room Kids in Motion Kids in Mot | 2 Cubicles in Admin Office 1 Main Hallway Upstairs 2 Main Hallway Upstairs 2 Main Hallway Upstairs 2 Main Hallway Upstairs 1 Conference Room Kids in Motion Gym Storage | | CUBICLES- high Panels with New Paint and New Fabric, New Worksurfces, 5' wide Painted Overhead with New Fabric, and Painted Suspended Box/File Pedestal-Includes Electrical Base Feed and Duplex Outlets; Burch Comet 7916 Overcast Fabric and Chrcoal Paint Trim and Storage Components |
| 1. Main Hallway Upstairs 1. Conference Room 2. Main Hallway Upstairs 1. Kids in Motion 1. Kids in Moti | 1. Main Hallway Upstairs 1. Conference Room 2. Main Hallway Upstairs 1. Kids in Motion 1. EVS Pool Storage 2. Kids in Motion 1. Kassage 1. Massage | 3 Cubicles in Admin Office | The state of the s |
| Conference Room I Kids in Motion EKIS Pool Storage EKIS in Motion Kids in | Conference Room I Kids in Motion EVS Pool Storage EVS Pool Storage Kids in Motion Kids in | | WORKSURFACE & STORAGE FOR EQUIPMENT- Intelligent Office Furniture 72"X24" Double Door Storage Credenza with two (2) Wallmounted 3" wide Hutch, Hot Fudge Finish |
| Mids in Mation Kids in Motion EVS Pool Storage Kids in Motion Kids in Moti | Mids in Mation Kids in Motion EVS Pool Storage Kids in Motion Gym Storage Various Locker Room Kids in Motion / Gym Storage Vidios in Motion / Gym Storage Kids in Motion / Gym Storage Vidios In Motion / Gym Storage | | TABLE IN CONFERENCE ROOM- Intelligent Office Furniture 36" Round Table with X Base: Hot Furdes Einich |
| Kids in Motion EVS Pool Storage Kids in Motion Kid | Kids in Motion EVS Pool Storage Kids in Motion Kid | | KING ABEA STORAGE CERTAINS COR NOT FOUNDATION OF THE ABEA STORAGE CERTAINS CORN OF THE ABEA |
| EVS Pool Storage Kids in Motion Kids | EVS Pool Storage Kids in Motion Kids | 1 Kids in Motion | Lockable Presentation Card-Bive |
| Kids in Motion Conference Room Massage | Kids in Motion Conference Room Staffice Massage Mass | 1 EVS Pool Storage | KIDS AREA CABINET FOR STORAGE 138- HON Brigade 36" wide X 72" high Metal Storage Cabinet with Adjustable Shelwase Chancoal Enish |
| Kids in Motion Conference Room Massage Massa | Kids in Motion Conference Room Starfer Area / Hallway Massage Marious Locker Room Outside Locker Room Outside Locker Room Outside Locker Room Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Mids in Motion / Gym Storage | | BLUE CHAIRS - KIM |
| Kids in Motion Conference Room Conference Room Massage Massage Massage Massage Waiting Massage Wai | Kids in Motion Kids in Motion Kids in Motion Kids in Motion Conference Room Conference Room Massage Massage Massage Massage Waiting Admin Safe Cool Offlice Staff Break Room Maristred Locker Room Assisted Locker Room Outside Locker Room Outside Locker Room Coutside Locker Rooms Locker Rooms (Men's/Women's/Assiste) Kids in Motion / Gym Storage | 2 Kids in Motion | ADDITIONAL TABLES IN KIM |
| Kids in Motion Kids in Motion Kids in Motion Kids in Motion Conference Room MASS Office Massage Massage Massage Waiting Massage Massage Waiting Massage Massag | Kids in Motion Kids in Motion Kids in Motion Conference Room MSS Office Massage Massage Massage Waiting MSS Office Massage Waiting MSS Office Massage Waiting MSS Office Room Staff Break Room Staff Break Room Staff Break Room Admin Safe Pro Shop Admin Safe Cool Office Staff Break Room Assisted Locker Room Outside Locker Room Assisted Locker Room Outside Locker Room Couside Locker Room Assisted Locker Room Assisted Locker Room Couside Locker Room Assisted Cocker Room Assisted Cocker Room Couside Locker Room Assisted Cocker Room Assisted Cocker Room Assisted Locker Room Assisted Locker Room Kids in Motion / Gym Storage Kids in Motion / Gym Storage | 1 Kids in Motion | TVINKIN |
| Kids in Motion Conference Room Storage Conference Room Massage Massage Massage Massage Massage Waiting Admin Safe Pool Office Staff Break Room Staff Break Room Assisted Locker Room Outside Locker Room Outside Locker Room Outside Locker Room Outside Locker Room Coutside Locker Room Assisted Locker Room Coutside Locker Room Staff Break Room Assisted Locker Room Assisted Locker Room Staff Break Room Assisted Locker Room Assisted Locker Room Staff Break Room Assisted Locker Room Staff Break Room Staff | Kids in Motion Conference Room Conference Room Conference Room Massage | 1 Kids in Motion | 9 CUBE SHELF KIM |
| Conference Room Storage Conference Room Mass Office Stretch Area / Hallway Massage Massage Waiting Massage Waiting Miss Office Roos Shop Admin Safe Pro Shop Admin Safe Pro I Office Stafe Break Room Staff Break Room Assisted Locker Room Assisted Locker Room Ourside Locker Room Ourside Locker Room Ourside Locker Room Ourside Locker Room Cousside Locker Room Assisted Locker Room Courside Locker Room Cousside Locker Room Cousside Locker Room Assisted Locker Room Cousside Locker Room Cousside Locker Room Assisted Locker Room Staff Break Room Assisted Locker Room Cousside Locker Room Staff Break Room Assisted Locker Room Staff Break Room Staff Break Room Staff Break Room Assisted Locker Room Staff Break Room Assisted Locker Room Staff Break Room Staff | Conference Room Storage Conference Room Mass Office Stretch Area / Hallway Massage Massage Waiting Miss Office Massage Waiting Miss Office Staff Break Room Staff Break Room Staff Break Room Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Outside Locker Room Various Locations in Center Outside Locker Room Various Locations in Center Outside Locker Room Various Locations in Center Couside Locker Room Staff Break Room Assisted Locker Room Assisted Locker Room Cutside Locker Room Various Locations in Center Various Locations in Center Various Locations in Center Various Locker Rooms Various Locker Rooms Various Locations in Center | 1 Kids in Motion | BUDKSHELF KIM NAMI ROOK STORAGE VIAA |
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| MSS Office Stretch Area / Hallway Massage Massage Massage Waiting MSS Office Pro Shop Admin Safe Rool Office Staff Break Room Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Assisted Locker Room Carious Locations in Center Outside Locker Rooms L | Missage Massage Massag | 1 Conference Room | PROJECTOR SCREEN |
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| Pro Shop Admin Admin Pool Office Staff Break Room Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms Locker Rooms Locker Rooms Manual Assisted | Pro Shop Admin Safe Safe Break Room Staff Break Room Assisted Locker Room Assisted Locker Room Assisted Locker Room Locker Room Locker Room Cucide Locker Room Sudden Rooms Su | | STORAGE RACKS IN BETTY'S OFFICE |
| Safe Pool Office Staff Break Room Staff Break Room Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Arsisted Locker Room Cardions in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | Admin Safe Pool Office Staff Break Room Staff Break Room Assisted Locker Room Assisted Locker Room Assisted Locker Room Cucide Locker Room Assisted Locker Room Sucker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | 2 Pro Shop | CABINETS IN PRO SHOP |
| Pool Office Staff Break Room Staff Break Room Men's/Women's Locker Room Assisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste | Pool Office Staff Break Room Staff Break Room Men 's/Women's Locker Room Assisted Locker Room Assisted Locker Room Custide Locker Room Locker Rooms Locker Rooms (Wen's/Women's/Assiste Kids in Motion / Gym Storage | 1 Admin | DESK IN ADMIN OFFICE |
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| Staff Break Room Men s/Women's Locker Room Assisted Locker Room Arsisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | Staff Break Room Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Various Locations in Center Ovaride Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | 1 Staff Break Boom | DESK IN POOL OFFICE |
| Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | Men's/Women's Locker Room Assisted Locker Room Assisted Locker Room Various Locations in Center Various Locations in Center Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | 1 Staff Break Room | Kerildgerator |
| Assisted Locker Room Assisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | Assisted Locker Room Assisted Locker Room Various Locations in Center Variable Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | 2 Men's/Women's Locker Boom | TAKE OWAY |
| Assisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | Assisted Locker Room Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Nomen's/Assiste Kids in Motion / Gym Storage | | Risek Chaire |
| Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | Various Locations in Center Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | 1 Assisted Locker Room | Shark creats |
| Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storaee | Outside Locker Rooms Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | | Right Mire Tours Darks |
| Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gvm Storage | Locker Rooms (Men's/Women's/Assiste Kids in Motion / Gym Storage | 2 Outside Locker Rooms | Display Tables |
| | | | te Wood Benches |
| | | Kids in Motion / Gym Storage | Various Tovs. Games. Puzzlec. orr |
| | | | |

EXHIBIT B Legal Description

Land located in the City of Dexter, County of Washtenaw, State of Michigan. and described as follows:

Unit No. 1. DEXTER TOWN CENTER CONDOMINIUM, according to the Master Deed recorded in Liber 4654, Page 453, First Amendment to Master Deed recorded in Liber 4768, page 379 and Second Amendment to Master Deed recorded in Liber 5015, Page 807, as amended, and designated as Replat Number 2 of Washtenaw County Condominium Subdivision Plan No. 561, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended

Commonly known as: 2810 Baker Road. Dexter. MI 48130.

Parcel ID: HD-08-06-455-001



DEXTER COMMUNITY SCHOOLS

Christopher Timmis, Ed.D., Superintendent Bates School, 2704 Baker Road, Dexter, Michigan 48130 (734) 424-4100 fax (734) 424-4111 ww.dexterschools.org

March 5, 2024

The Chelsea Health and Wellness Foundation Attn: Mr. Steve Petty 14800 E. Old US Hwy 12 Chelsea, MI 48118

Re: Letter of Intent ("LOI") to Purchase

Dexter Town Center Condominium Unit 1 ("Property")

Dear Mr. Petty:

Dexter Community Schools ("Buyer") offers to purchase the Property from The Chelsea Health and Wellness Foundation ("Seller") on the following terms and conditions:

- 1. <u>Purchase Price</u>: \$5,300,000.00 for the Property plus \$200,000.00 for the furniture, fixtures, and equipment, payable by wire transfer or other immediately available funds at the closing.
- 2. Earnest Money. None.
- 3. Opening of Escrow. Seller and Buyer shall work cooperatively and endeavor to open escrow with a definitive Purchase and Sale Agreement (the "Agreement") containing these and other terms customary for a transaction of this nature and complexity (including requisite third-party consents, estoppels, corporate formalities and legal opinions) within 21 days following execution of this Letter of Intent. The parties anticipate the Agreement will be executed on or before the Closing Date.
- 4. <u>Anticipated Closing Date</u>. Subject to the Buyer's satisfactions with due diligence and the Conditions Precedent (defined below), the anticipated closing date is March 29, 2024.
- 5. <u>Inspection Period</u>. Buyer will have until the day prior to the closing date to conduct and complete Buyer's comprehensive due diligence and review of the Property (the "*Inspection Period*"). The completion of the due diligence and feasibility review will be conducted by Buyer at Buyer's cost and to Buyer's satisfaction, and the decision by Buyer at the end of the Inspection Period to move forward with this transaction or not, will be exercised in the sole and absolute discretion of Buyer. If Buyer elects not to move forward with the transaction, Buyer may terminate the LOI and, if applicable, the Agreement.
- 6. <u>Property Information</u>. Seller, through the Dexter Town Center Condominium, has provided Buyer with the initial tranche of due diligence materials and shall continue to

provide Buyer with all information about the Property in the possession and reasonable control of Seller (and Seller's consultants) to Buyer. Buyer is in possession of Phase I Environmental Site Assessment (2006), Phase II Environmental Site Assessment (2006), and the Baseline Environmental Assessment (2007) prepared by AKT Peerless Environmental Services ("AKT Peerless"). Any original documentation provided to Buyer shall be returned to Seller should negotiations not result in a signed Agreement. In the event that Buyer does not close, Buyer will supply any other due diligence materials obtained by Buyer, to Seller.

- 7. <u>Inspections</u>. Buyer shall have the right to perform any usual and customary building inspection at Buyer's sole cost and expense. The parties have entered into a Temporary Access Agreement governing the process and access rights for Buyer to conduct its inspections.
- 8. <u>Environmental</u>. Buyer will have the right to complete a Phase I Environmental Site Assessment and any additional environmental testing during the Inspection Period. The parties agree that the Anticipated Closing Date shall be extended to provide Buyer sufficient time to complete environmental due diligence. Buyer has contracted AKT Peerless to perform its environmental analysis and testing.
- 9. <u>Title and Survey</u>. Within ten (10) days after the execution this LOI by all parties, Buyer shall order from a reputable title company selected by Buyer, at Seller's expense, a commitment for title insurance for the Property without standard exceptions. Buyer will have the right, at Buyer's cost, to order a new or updated ALTA/NSPS Survey that is acceptable to Buyer during the Inspection Period. Buyer has contracted PEA Group, who performed the original engineering and surveying, to assist with this transaction as well.
- 10. <u>Title Insurance and Escrow Prorations</u>. Customary prorations (real estate taxes, assessments, and the like) shall be prorated between Buyer and Seller at closing and, at Seller's cost, Buyer shall be provided a policy of owner's title insurance. The costs of extended coverage shall be a Seller cost (except that Buyer shall be responsible for the cost of a new or updated ALTA/NSPS Survey required to remove the standard survey exception). Title shall be conveyed to Buyer free and clear of all liens and encumbrances, save and except those approved by Buyer during the Inspection Period. Buyer and Seller agree that any tax prorations will take into account, and are subject to, Seller's status as a non-profit charitable institution which is exempt from paying real estate taxes.
- 11. Purchase and Sale Agreement. In the event that this Offer is acceptable by Seller, Buyer and Seller will negotiate a definitive purchase and sale agreement for the conveyance of the Property. Buyer will provide Seller an initial draft of the purchase and sale agreement within 14 days of execution of this LOI. Buyer and Seller will make every effort to negotiate and execute the purchase and sale agreement within 45 days of execution of this LOI.
- 12. <u>Temporary Access Agreement</u>. The parties shall enter into a Temporary Access Agreement prior to executing the Agreement.

- 13. <u>Conditions Precedent</u>. In addition to the foregoing, the following conditions precedent ("Conditions Precedent") to closing shall be including in the Agreement and satisfied prior the closing date.
 - a. Complete physical and environmental inspections and reports satisfactory to Buyer.
 - b. Fee simple title to the Property free and clear of all mortgages, liens, or other encumbrances except those accepted or deemed accepted by Buyer.
 - c. Owners of Unit 2 and Unit 3 in the Condominium Association shall agree to dissolve the Dexter Town Center Condominium and all dissolution documents shall be held in escrow with the Title Company.
 - d. Buyer shall be in possession of all surveys and engineering reports to support the dissolution and subsequent lot split.
 - e. Buyer shall have entered into a binding Purchase and Sale Agreement for the acquisition of Unit 2.
 - f. Buyer shall have negotiated and finalized a management agreement for operations within the Property. The management agreement must preserve tax exempt status allowing for the potential of future bond financing.
 - g. Both parties to have received necessary internal approvals.

BINDING PROVISIONS. The following provisions are considered binding and survive the termination of the LOI.

- 14. <u>Commissions</u>. Seller and Buyer each represent that no brokers have been involved in the transaction and shall mutually indemnify each other of any alleged brokerage commission claim.
- 15. <u>Seller Representations</u>. Seller represents and warrants that Seller has sufficient capital to extinguish all bonds and discharge the mortgage.
- 16. **Non-Solicitation**. Following mutual execution of this LOI, Seller agrees that until the closing date or the Buyer indicates in writing that it is declining to continue forward with acquiring the Property, Seller shall withdraw the Property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property, provided that Buyer is negotiating in good faith toward the execution of the Purchase Agreement as specified herein.

Except as otherwise stated, this LOI is not intended as, and does not constitute, a binding agreement, but is merely intended to specify the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal right against the other party by reason of signing this Proposal or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless or until all of the terms and conditions of the proposed transaction

have been negotiated, agreed to by all parties and set forth in the purchase contract which has been signed and delivered to both parties.

Sincerely,

DEXTER COMMUNITY SCHOOLS

Name: Christopher Timmis, Ed.D.

Its: Superintendent

AGREED AND ACCEPTED BY:

THE CHELSEA HEALTH AND WELLNESS FOUNDATION, Michigan non-profit corporation

By: ___Name:

Its:

PURCHASE AGREEMENT (Senior Center)

This PURCHASE AGREEMENT ("<u>Agreement</u>") is made this __ day of June, 2024, by and between DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130 (the "<u>Purchaser</u>"), and BST INVESTMENTS, LLC, a Michigan limited liability company, with its principal offices at 2830 Baker Rd, Dexter, Michigan 48130 (the "Seller").

WHEREAS, the Seller is the owner of all of that certain real property comprising of Unit 2 in the Dexter Town Center Condominium located in the City of Dexter, Washtenaw County, Michigan, commonly known as 2740 Baker Road, Dexter, Michigan 48130 and more particularly described on Exhibit A attached hereto (the "Real Property"); and

WHEREAS, the Seller desires to sell, and the Purchaser desires to purchase the Property subject to completion of a Senior Center Facility on the Property ("Senior Center") pursuant to this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth herein, the parties hereto agree as follows:

- 1. Agreement to Sell and Convey. Seller agrees to sell and convey to Purchaser the Real Property, together with all (a) easements, rights, hereditaments and appurtenances thereto, including, without limitation, mineral rights; (b) all improvements on the Property; and (c) all fixtures, equipment, machinery and other personal property owned by Seller located on, or attached to, or used in connection with the operation of the Real Property, including the Personal Property and shown on the Working Drawings (defined below) (collectively, the "Property"), for the Purchase Price (as defined below), subject to and upon the other terms and conditions set forth in this Agreement.
- 2. <u>Purchase Price</u>. Subject to the adjustments set forth herein, the aggregate Purchase Price for all of the Property shall be guaranteed not to exceed Three Million One Hundred Seventy-Six Hundred and 00/100 (\$3,176,000.00) Dollars. The Purchase Price is a guaranteed not to exceed amount except for applicable prorations under this Agreement. Purchaser shall receive an increase or decrease in the Purchase Price for any Interim Payments (defined below), Change Orders (defined below), and any savings from the Interest Expense Reduction.
- 3. <u>Interim Payments.</u> Dexter Senior Citizens, Inc. a Michigan nonprofit corporation ("DSC") is the recipient of a grant as more fully set forth on Exhibit G for the development of the Senior Center. DSC committed to making interim payment to Seller in the maximum amount of Seven Hundred Fifteen Thousand Five Hundred Eleven and 62/100 Dollars (\$715,511.62) ("Required Contribution"). Any payments made to Seller by DSC, including but not limited to the Required Contribution, or any other entity or on behalf of Purchaser shall be credited to the Purchaser at Closing. The amounts received by Seller from DSC or any other entity for the benefit of Purchaser shall collectively referred to as "<u>Interim Payments</u>". Upon request, Seller shall submit an invoice to DSC or any other entity that is making an Interim Payment detailing the work being

paid for and Seller shall assign or cause to be assigned to Purchaser all architectural and engineering drawings and reports paid for, in full or in part, as part of the Interim Payments. As of the date Effective Date, Seller has received Ninety-Five Thousand and 00/100 Dollars (\$95,000.00) in Interim Payments.

4. <u>Interest Expense Reduction</u>. The Seller's estimated interest expense shall be Sixty Thousand and 00/100 (\$60,000.00) ("<u>Estimated Interest Expense</u>"). In addition to the Purchase Price reduction for Interim Payments, Purchaser shall receive a Purchase Price reduction equal to the amount that Seller's actual interest expense as of the Closing Date are below the Estimated Interest Expense (the "<u>Interest Expense Reduction</u>").

5. <u>Due Diligence</u>.

- A. Purchaser and Seller entered into a Temporary Access Agreement, effective as of February 8, 2024, which is attached hereto as Exhibit B and incorporated by reference as is fully set forth herein. The Temporary Access Agreement governs Purchaser's ability to access the Property for inspections, including environmental and physically invasive testing. Purchaser shall, upon Seller's request, provide Seller with copies of any reports generated in connection with its inspection activities.
- B. <u>Updated Due Diligence Reports</u>. Purchaser, upon providing Seller 24-hours prior written notice, shall have the right to access the Real Property before Closing for purposes of performing Updated Due Diligence Reports (as defined below). Purchaser may update its due diligence reports at any time prior to Closing, including, but not limited to, an updated environmental report, title commitment, and UCC searches ("<u>Updated Due Diligence Reports</u>"). The results of the Updated Due Diligence Reports shall not provide a basis for Purchaser not proceeding to Closing unless the results of the Updated Due Diligence Reports show a material adverse condition to the Property that did not exist prior to the Effective Date, which was not caused by Purchaser.

6. <u>Condition and Evidence of Title.</u>

- A. <u>Condition Of Title</u>. At Closing, Seller shall convey and deliver to Purchaser (a) fee simple title to the Real Property subject only to the Permitted Exceptions (defined below), and (b) Seller's right, title and interest in and to the Property without any representation or warranty of any kind or nature whatsoever, unless otherwise provided in Seller's Representations (as defined below). The following shall constitute "<u>Permitted Exceptions</u>" to title to the Real Property: (i) all applicable laws, zoning ordinances and other governmental regulations, (ii) current real estate taxes and assessments not yet due and payable, (iii) any lien or encumbrance arising out of the acts or omissions of Purchaser, (iv) the Real Property being part of a condominium, and (v) any other items disclosed on the Title Commitment and which are accepted in writing by Purchaser, or deemed accepted by Purchaser in accordance with this Section 6.
- B. <u>Title Commitment</u>. Purchaser ordered a title commitment for the Real Property bearing Commitment Number 1005875 (the "<u>Title Commitment</u>"), which commitment was issued by First American Title Insurance Company, whose address is 400 N. Water Street,

Suite 100, Rochester, Michigan 48307 (Attn: Marcia Lawless) ("<u>Title Company</u>") (with any endorsements Purchaser elects to obtain, at Purchaser's sole cost).

- C. <u>Title Objections</u>. On February 28, 2024, Purchaser submitted to Seller its objections to matters disclosed in the Title Commitment (the "<u>Objection Notice</u>"). Seller cured, to the Title Company's satisfaction, the matters related to Eugene and Mary Acker contained in the Objection Notice. Purchaser withdraws its Title Objection to Schedule B-Part II, Exception 7 relating to the Master Deed and amendment for the Dexter Town Center Condominium contained in the Objection Notice. The other matters contained in the Objection Notice that have not been cured or withdrawn to-date are referred to as "Title Objections". Matters not objected by Purchaser shall be considered a "Permitted Exception." Seller shall cure any lien or encumbrance incurred by or on behalf of Seller that can be cured with the payment of an amount certain at or prior to Closing. For all other Title Objections, Seller shall use its best efforts to cure the Title Objections and/or notify Purchaser that Seller will use commercially reasonable efforts to cause the Title Company to commit to insure against loss or damage that may be occasioned by such Title Objections, through endorsement or otherwise ("<u>Curative Coverage</u>"), and to make such election, it shall give written notice to Purchaser within ten (10) days of the Effective Date.
- D. If, as of the Closing Date, Seller failed to cure any Title Objection or obtain Curative Coverage for Objections not cured, then Purchaser may (i) waive such Title Objections and consummate the Closing (whereupon all such waived Objections shall be deemed to be Permitted Exceptions); (ii) terminate this Agreement by giving written notice to Seller as of the Closing whereupon and neither party shall have any further rights or obligations hereunder, except for any rights or obligations which expressly set forth herein survive such termination; or (iii) elect to extend the Closing Date for thirty (30) days to allow Seller additional time to cure the Title Objections.
- E. <u>Title Policy</u>. At Closing, the Title Company will issue a marked-up copy of the Title Commitment or pro forma owner's policy with respect to the Real Property naming Purchaser as the insured subject to only Permitted Exceptions. After the Closing, Seller will cause the Title Company to furnish to Purchaser an ALTA owner's policy of title insurance with respect to the Real Property based on such Title Commitment or pro forma owner's policy and subject to Permitted Exceptions ("<u>Title Policy</u>"). The premium for the base Title Policy, up to a maximum premium amount of \$3,000 plus the cost of any Curative Coverage shall be paid by Seller at Closing. Any remainder of the premium for the base Title Policy plus the cost of any other title endorsements requested by Purchaser (including extended coverage over standard exceptions or other exceptions which may only be removed by providing a survey sufficient, in the Title Company's discretion, to remove such exception) shall be paid for by Purchaser.
- 7. **Survey.** Purchaser may, at its option and at its expense, order a current (or updated) survey of the Property prepared by a registered land surveyor, certified to and satisfactory to Purchaser and the Title Company (a "Survey") after the Senior Center's structure is completed. Any title or property description errors and encroachments of any improvements upon, from or onto the Real Property, on or between any building setback line, a property line or any easement shown on the Survey to which Purchaser objects in writing delivered to Seller shall be deemed to be a "Survey Objection", unless such constitutes a Permitted Exception or a Title Objection previously waived by Purchaser in writing, and shall be handled in the manner similar to that

described in Paragraph 5.C. as to Title Objections, and with any such Survey Objections made in writing within ten (10) days following Purchaser's receipt of the Survey. If Purchaser does not timely notify Seller of any Survey Objections, the same shall be Permitted Exceptions.

- 8. <u>Senior Center Development</u>. Seller shall complete development of the Senior Center, in a good and workmanlike manner, and in compliance with all applicable Laws at Seller's cost and expense (but subject to payment by Purchaser at Closing as part of the Purchase Price), including but not limited to costs associated with the Working Drawings (defined below), all applications for building permits, inspections, and plan reviews and all related fees in connection therewith in accordance with the working drawings for the construction of the Senior Center ("<u>Working Drawings</u>"). The scope of work to be completed by Seller as part of the development of the Senior Center pursuant to this Agreement is set forth in Working Drawings and the proposal attached hereto as <u>Exhibit C1</u> (collectively, the "Development Work"). The timeline for the Development Work is attached hereto as <u>Exhibit C2</u>.
- A. <u>Change Orders.</u> Purchaser shall have the right to request change orders to the Development Work at any time ("<u>Change Orders</u>"). In response to a Change Order, Seller shall advise Purchaser as to any reduction or increase in the cost of the Development Work and any timeline change for performing the Development Work. Purchaser shall approve or disapprove such change within five (5) business days of written notice. In the event that a Change Order modifies the cost of the Development Work, the Purchase Price shall be increased or decreased by such amount, and the parties shall enter into a written amendment to this Agreement reflecting the updated Purchase Price. In the event the Change Order would result in additional work that, in Seller's reasonable opinion, cannot be completed by December 1, 2024, the Change Order will be completed as either a Punch List Item (defined below) or as Work Not Started (defined below), as applicable.
- B. <u>Condition Precedents to Senior Center Development</u>. Notwithstanding the foregoing, Seller shall not begin performing the Development Work until Purchaser has satisfied or waived the following:
 - i. Purchaser shall have obtained all approvals required by Purchaser to have authority to execute this Agreement;
 - ii. Purchaser's satisfaction of all initial due diligence items (title, survey, environmental, UCC searches, building inspections, etc.), subject to Purchaser's right to order the Updated Due Diligence Reports and the Title Objections.
- C. <u>Substantial Completion</u>. "<u>Substantial Completion</u>" of the Development Work shall occur when: (1) the Senior Center has received a temporary certificate of occupancy and the Senior Center is sufficiently complete in accordance with the Working Drawings with the exception of any items described in a statement of Punch List Items (as defined below) so that the Purchaser can begin to use the Senior Center for its intended use; (2) Seller's Architect certifies to Purchaser that the Development Work is substantially complete in accordance with the Working Drawings ("<u>Architect's Certifications</u>"); and (3) the date that Seller and Purchaser complete the statements of Punch List Items and, if applicable, the Work Not Started pursuant to Section D below. Seller shall use diligent efforts to Substantially Complete the Development Work pursuant

to the timing as set forth in Exhibit C2, subject to any delays caused by Change Orders requested by Purchaser and subject to delays outside of the reasonable control of Seller.

- D. Punch List Items. Within three (3) days after Substantial Completion, and in no event later than December 15, 2024 if Substantial Completion has not yet occurred by that time, Seller and Purchaser shall prepare a written statement specifying the items (the "Punch List Items"), if any, that Seller and Purchaser determine to be unfinished that was provided for as part of the Development Work. Seller shall use diligent efforts to complete all Punch List Items within 30 days and all Work Not Started (defined below) within a reasonable timeframe pending material availability for completing the Work Not Started. Seller's obligations to complete and correct all Punch List Items and any Work Not Started shall survive Closing. The foregoing notwithstanding, a Punch List Item shall not include work that Seller has yet to commence work on at the time of the preparation of the list of Punch List Items. Work that Seller has yet to commence work on at the time of the preparation of the statement of Punch List Items shall be considered "Work Not Started" and shall be separately listed on a statement prepared by Seller and Purchaser at the same time the statement of the Punch List Items is completed. In the event Purchaser elects to not to have any or all of the Work Not Started completed post-Closing by the Seller, the parties shall execute a Change Order excluding such Work Not Started from the Development Work.
- E. <u>Development Defects</u>. Seller shall, at Seller's sole cost and expense, correct any patent and latent defects in the Development Work for one (1) year from the earlier of the issuance of the certificate of occupancy or occupancy of the Senior Center.
- 9. <u>Closing</u>. Provided all conditions precedent are satisfied or waived Closing shall be on such date mutually agreed to by Purchaser and Seller, but in no event later than, at the Purchaser's election, ten (10) days after Substantial Completion or the Architect's Certification (the "<u>Closing Date</u>"), through an escrow with the Title Company and pursuant to escrow instructions acceptable to the Title Company, Seller and Purchaser.
- 10. **Seller's Obligations Prior To Closing.** The Seller shall also comply with each of the following requirements:
- A. **Exclusivity.** Seller will not directly or indirectly solicit, actively encourage, initiate, entertain, substantively review, or participate in any negotiations or discussions with any person or entity other than Purchaser with respect to any offer or proposal to sell the Property or any part thereof.
- B. **Delivery of Notices.** Seller shall promptly furnish Purchaser with copies of all notices of violation by Seller or the Property of any applicable laws or regulations.
- C. **Sales Tax.** Seller shall be responsible for any sales or use taxes associated with the transactions hereunder.
- 11. <u>Seller's Representations And Warranties.</u> Seller represents and warrants to Purchaser as follows (collectively "<u>Seller's Representations</u>"):
- A. **Authority And Title.** Seller is the sole owner of the Property and has the power and authority to enter into this Agreement, and at Closing, title to the Property will vest in

Purchaser, free and clear of all liens, claims and encumbrances, other than the Permitted Exceptions and any post-Closing obligations Seller is required to complete pursuant to this Agreement.

- B. **Violations.** There are no pending violations of any law, ordinance or regulation applicable to the Property and the Property complies with the applicable zoning laws and regulations. To Seller's knowledge, other than as disclosed in the environmental reports that have been provided by Seller to Purchaser, there has been no storage, discharge or disposal on the Real Property of any hazardous waste or other toxic substances (as such terms are defined by any applicable federal, state or local governmental law, rule, ordinance or regulation). Storage or utilization of any hazardous or toxic substances by Seller or by any prior tenant, and the utilization and operation of the Property by Seller has been in full compliance with all applicable federal, state or local laws, rules, ordinances and regulations.
- C. **Tenants.** There are no tenants of the Real Property and Seller has not entered into any lease for the Real Property or any portion thereof and no other person or group of people have rights to access or utilize the Real Property or the Property.
- D. **Litigation.** There are no pending or threatened lawsuits (other than those covered by policies of insurance in effect where the insurer has undertaken the defense without a reservation and the resolution of which will not affect title to or occupancy of the Real Property), actions or proceedings pending against Seller with respect to or against the Property, or any pending or threatened zoning, eminent domain, condemnation proceedings or other governmental taking of the Real Property or any part thereof.
- E. Access. No fact or condition exists which would result in the termination or impairment of access to the Real Property by Purchaser (or its licensees or invitees) or, to the best of Seller's knowledge, the discontinuation of necessary utilities or services.
- F. **Service Contracts.** Other than such contracts that may be applicable to the Dexter Town Center Condominium and contracts and agreements that relate to the development and construction of the Senior Center on the Real Property, Seller is not a party to, and the Property is not subject to, any written or oral contract with respect to the Property which is not terminable without penalty by Purchaser effective upon no more than thirty (30) days' notice.
- G. **Seller's Liabilities And Obligations.** Seller has paid or shall in the normal course of its business pay in full all bills and invoices for labor and material of any kind relating to the Property, except for bills and invoices that result from labor and material contracted for by Purchaser. Payment of bills and invoices for labor and material incurred for the development and construction of the Senior Center on the Real Property that have not been paid at Closing shall be paid pursuant to Section 13.E below.
- H. **Taxes.** Seller has received no notice and has no knowledge of any planned or commenced public improvements which may result in special assessments against the Property. Prior to or at Closing, Seller shall pay and discharge all special assessments, real estate, personal property and other taxes existing as of Closing with respect to the Property that result from the operations of Seller on the Real Property and covering the period prior to Closing.

I. Anti-Money Laundering and Anti-Terrorism Laws. Neither Seller nor, to Seller's knowledge, any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the U.S. Treasury Department's Office of Foreign Assets Control or under any statute, executive order, or other governmental action.

Seller shall at Closing and in writing recertify to Purchaser all of the foregoing representations as of Closing in a form substantiality similar to Exhibit D ("Bring Down Certificate"). Each of the foregoing representations and warranties shall survive Closing.

12. <u>Conditions Precedent</u>.

- A. <u>Purchaser</u>: The obligation of Purchaser to proceed to consummate this transaction shall be conditioned upon the following "Conditions Precedent":
 - (i) Purchaser's satisfaction of all due diligence items (title, survey, environmental, UCC searches, building inspections, etc.), including, but not limited to the Updated Due Diligence Reports; provided, however, that the results of any Updated Due Diligence Reports shall not be grounds for not proceeding to Closing except to the extent provided in Section 5.B above;
 - (ii) Seller's Representations shall be without any material non-compliance as of Closing;
 - (iii) No portion of the buildings or improvements on the Property shall have been destroyed or damaged by any uninsured casualty;
 - (iv) No Event of Default on the part of Seller shall exist, and the Title Company shall have advised Purchaser that the Title Company is ready, willing and able to issue the Title Policy in the condition required under this Agreement;
 - (v) Purchaser shall have obtained all approvals required by Purchaser to have authority to consummate the purchase of the Property;
 - (vi) Title Company confirmation that the Holdback has or will be funded at Closing;
 - (vii) Receipt of the statement of Punch List Items and/or statement of Work Not Started prepared pursuant to Section 8.D above; and
 - (viii) Seller shall be prepared to deliver to Purchaser the documents listed in Section 13 required to be delivered on the Closing Date.
- B. **Seller:** The obligation of Seller to proceed to consummate this transaction shall be conditioned upon the following Conditions Precedent:

- (i) Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the Closing Date;
- (ii) Seller shall have obtained all approvals required for Seller to have authority to consummate the sale of the Property; and
- (iii) Purchaser shall be prepared to deliver to Purchaser the documents listed in Section 13 required to be delivered on the Closing Date.

13. **Documents to be Furnished at Closing.**

- A. **Seller Deliverables**. On the Closing Date, Seller shall deliver to the Title Company the following documents:
 - (i) A warranty deed (the "<u>Deed</u>"), sufficient to transfer and convey good and marketable fee simple title to the Real Property free and clear of all liens, claims and encumbrances, to Purchaser, except for Permitted Exceptions and other obligations Purchaser is required to satisfy after Closing and otherwise in form acceptable to the Title Company and Purchaser.
 - (ii) A closing statement (the "<u>Closing Statement</u>") reflecting payment of the Adjusted Purchase Price and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller and their respective counsel;
 - (iii) The General Assignment in a form substantially similar to Exhibit E assigning the Personal Property and all intangibles, including, but not limited to any warranty related to the Development Work;
 - (iv) Bring Down Certificate;
 - (v) Seller shall provide Purchaser and its representatives with copies of all books, records and other written or electronic information in Seller's possession or under its control with respect to Seller's period of ownership of the Property (and any information which it may have with respect to prior periods), including copies of any permits, architectural and engineering drawings, product manuals, and warranty documents; and
 - (vi) Such additional documents as may be reasonably required by Purchaser and the Title Company in order to consummate the transactions hereunder and issue the Title Policy, including an Owner's Affidavit attesting as to certain matters sufficient to remove the standard exceptions other than the standard survey exception.

- B. **Purchaser Deliverables**. On the Closing Date, Purchaser shall deliver to the Title Company the following:
 - (i) The Purchase Price, less the Interim Payments and less the Interest Expense Reduction (the "Adjusted Purchase Price");
 - (ii) The Closing Statement;
 - (iii) Payment of all other amounts owed by Purchaser other than the Adjusted Purchase Price pursuant to the Closing Statement by wire transfer of immediately available funds; and
 - (iv) Such additional documents as may be reasonably required by Seller and/or the Title Company in order to consummate the transactions hereunder (provided the same do not materially increase the costs to, or liability or obligations of, Purchaser in a manner not otherwise provided for herein).
- C. <u>Title Company Deliverables at Closing</u>. On the Closing Date, Purchaser and Seller authorize the Title Company to deliver the following:
 - (i) The Adjusted Purchase Price less the Holdback (as defined herein) to Seller. "Holdback" shall mean the sum of (a) two hundred percent (200%) of the estimate prepared and certified by Seller's Architect and Seller's General Contractor to complete the Punch List Items and work necessary to obtain the final certificate of occupancy and (b) one hundred percent (100%) of the estimate prepared and certified by Seller's Architect and Seller's General Contractor to complete the Work Not Started (if applicable).
 - (ii) The General Assignment;
 - (iii) The Closing Statements signed by the other party;
 - (iv) Such other documents that are reasonably required pursuant to Sections 13.A or 13.B above.
- D <u>Title Company Deliverables Post-Closing</u>. Upon the Title Company's receipt of final lien waivers for the Development Work for which a final lien waiver was not received at Closing (or a bond pursuant to Section 13.E below) and upon verification that the Punch List Items and Work Not Started have been satisfactorily completed and that a final certificate of occupancy has been issued for the Senior Center, then Purchaser shall authorize the Title Company to release the Holdback to Seller. The conditions of this paragraph shall survive Closing.
- E. <u>Seller's Other Obligations Post-Closing</u>. Seller shall pay all persons or entities that may claim a lien or interest in the Property because of work performed on the Real Property as part of Seller's development of the Senior Center. Provided the Title Company issues the title policy without an exception for materialman's and mechanic's liens or agrees to remove

the same after closing, Seller may make the payments required under this Section 13.E post-closing, but prior to or with the release of funds in the Holdback pursuant to Section 13.D above. If a subcontractor, labor, materialman, or any other person or entity providing work as part of the Development Work refuses to furnish a release or waiver required by Purchaser, then Seller may furnish a bond satisfactory to Purchaser and indemnify the Purchaser against such mechanic's or materialman's lien or encumbrance. The provisions of this paragraph shall survive Closing.

- 14. <u>Destruction Or Damage</u>. If any portion of the buildings or improvements located on the Real Property is destroyed or damaged by fire or other casualty("<u>Casualty Event</u>"), Seller shall, at Seller's sole cost and expense, make the necessary repairs and restore the Property and proceed to completing the Development Work. Each of the Parties agrees that this is a unique circumstances in which money damages would not be a sufficient remedy, at law or in equity, in the event the Seller refuses to complete the Development work after a Casualty Event. As such, Purchaser shall be entitled to specific performance in the event Seller breaches this Section 14. Seller hereby irrevocably waives (i) any defense in any action for specific performance that a remedy at law would be adequate and (ii) any requirement under any applicable law to that Purchaser is required to post security as a prerequisite to obtaining specific performance or injunctive or other equitable relief.
- Default. If Seller shall be in material breach of any obligation of Seller under this Agreement (which breach is not caused by Purchaser's default) and Seller shall not have cured such breach within ten (10) days for any monetary breach or thirty (30) days for any non-monetary breach after receipt of written notice from Purchaser (unless the nature of such breach is such that more than thirty (30) days are reasonably required for cure as reasonably determined by Seller, then Seller's obligation shall be to commence performance within such thirty(30) day period and thereafter continue diligently to completely perform the same to completion, and in any case complete said cure within ninety (90) days after the aforesaid written notice), Purchaser, as its sole and exclusive remedy, may elect to (i) terminate this Agreement or (ii) sue for specific performance. If Purchaser terminates this Agreement pursuant to this Section, neither Purchaser nor Seller shall have any further rights or obligations hereunder, except any rights or obligations that expressly survive such termination.
- 16. Seller's Remedy Upon Default. If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's material breach of any obligation of Purchaser hereunder (which breach is not caused by Seller's default), and Purchaser shall not have cured such breach within ten (10) days for any monetary breach or thirty (30) days for any non-monetary breach after receipt of written notice from Seller, (unless the nature of such breach is such that more than thirty (30) days are reasonably required for cure, then Purchaser's obligation shall be to commence performance within such thirty (30) day period and thereafter continue diligently to completely perform the same to completion, and in any case complete said cure within ninety (90) days after the aforesaid written notice), Seller may terminate this Agreement. Seller as its sole and exclusive remedy, may elect to sue for specific performance. Upon such termination, neither Purchaser nor Seller shall have any further rights or obligations hereunder, except any rights or obligations that expressly survive such termination.

- 17. Prorations. Seller shall pay all condominium assessments and charges, water, sewer, and all other utility charges, if any, incurred on or before the Closing Date with respect to the Property. Purchaser shall pay all such charges incurred after the Closing Date. All current water, sewer, and other utility charges with respect to the Property that relate to a period beginning before the Closing Date and ending after the Closing Date, if any, shall be prorated between Purchaser and Seller as of the Closing Date. In addition, Seller shall pay any taxes, special assessments, liens and other charges levied upon the Property that first become due before the Closing Date. Any current city, county and/or state ad valorem property taxes and special assessments levied upon the Property shall be prorated between Purchaser and Seller as of the Closing Date on a due date basis, payable in advance, as of the Closing Date. Notwithstanding the foregoing, for ad valorem property taxes assessed in 2025, if the Property's taxable valuation used to calculate ad valorem property taxes increases above 105% of the taxable value used in 2024, Purchaser shall reimburse Seller at Closing for the corresponding increase in ad valorem property taxes above the amount that would have been assessed at 105% of the 2024 taxable valuation.
- Closing Costs. Seller shall pay the following expenses: (i) the costs to obtain the Title Commitment and base premium of the Title Policy up to the amounts set forth in Section 6.E above; (ii) 50% of all closing escrow fees; (iii) Seller's legal fees and expenses; and (iv) the conveyance fees, documentary, stamp and transfer taxes up to a maximum of \$3,010. Purchaser shall pay the following expenses: (a) 50% of all closing escrow fees; (b) the fee for the recording of the Deed; (c) the cost of any additional endorsements or coverage desired by Purchaser beyond those required by this Agreement or that are Purchaser's obligations pursuant to Section 6.E above; (d) the remaining conveyance fees, documentary, stamp and transfer taxes not pad by Seller pursuant to this Section 18; and (e) Purchaser's legal fees and expenses. The provisions of this Section shall survive Closing or any termination of this Agreement.
- 19. **Brokers**. Seller and Purchaser each warrant and represent to the other that, neither has had any dealings with any broker, agent, or finder relating to the sale of the Property or the transactions contemplated hereby, and, to the extent permitted by law, each agrees to indemnify and hold the other harmless against any claim for brokerage commissions, compensation or fees by any broker, agent, or finder in connection with the sale of the Property or the transactions contemplated hereby resulting from the acts of the indemnifying party. The provisions of this Section shall survive Closing or any termination of this Agreement.
- 20. <u>Assignment</u>. Purchaser shall have no right to assign this Agreement without the Seller's prior written consent, which may not be unreasonably withheld, conditioned, or delayed.
- 21. <u>Notices</u>. All notices, demands, deliveries and communications (a "<u>Notice</u>") under this Agreement shall be delivered or sent by: (i) certified mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight courier service, or (iii) electronic mail addressed to the address set forth below or to such other address as either party may designate by Notice pursuant to this Section. Notices shall be deemed given (x) three (3) business days after being mailed as provided in clause (i) above, (y) one (1) business day after delivery to the overnight carrier as provided in clause (ii) above, or (z) on the day of the transmission of electronic mail so long as it is received in its entirety by 5:00 p.m. prevailing Eastern time on such day. The addresses for notice are as follows:

If to the Seller:

BST Investments, LLC 2830 Baker Road Dexter, Michigan 48130

Attn: Steve Brouwer

Email: stevebrouwer@arbrouwer.com

If to the Purchaser:

Dexter Community Schools 2704 Baker Rd Dexter, Michigan 48130 Attn: Sharon Raschke

Email: raschkes@dexterschools.org

With required copies to:

Joy M. Glovick, Esq. Conlin, McKenney & Philbrick, P.C. 350 South Main Street, Suite 400 Ann Arbor, MI 48104-2131

Email: glovick@cmplaw.com

With a required copy to:

Miller, Canfield, Paddock and Stone, PLC 101 North Main Street, 7th Floor Ann Arbor, Michigan 48104 Attn: Kevin M. Aoun, Esq.

Email: aoun@millercanfield.com

- 22. <u>Effective Date of this Agreement</u>. For the purposes of the transaction contemplated by this Agreement, the effective date of this Agreement (the "<u>Effective Date</u>") is the date of the full execution and delivery of this Agreement by Seller and Purchaser.
- 23. **Headings**. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.
- 24. <u>Saturdays, Sundays and Legal Holidays</u>. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or legal holiday the date for the notice of performance or payment shall be the next following business day. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are generally closed in the state in which the Property is located.
- 25. **Waiver**. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.
- 26. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 27. <u>Integration</u>. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and Seller.
- 28. <u>Governing Law</u>. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF MICHIGAN AND FOR ALL

PURPOSES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.

- 29. **Recordation**. Purchaser shall not record this Agreement or a memorandum or other notice thereof in any public office without the prior express written consent of Seller.
- 30. <u>Miscellaneous</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement. For the purposes of this Agreement, a signature or signatures delivered via facsimile or e-mail (in portable document format) transmission shall be deemed to be an original signature or signatures when attached to this Agreement or to any other document or notice provided for in this Agreement. All parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.
- 31. **Board Approval For Amendment**. If necessary, Purchaser shall submit to Purchaser's board any amendments or modifications to this Agreement and request the approval thereof and such other authorizations as Seller deems necessary to proceed with the amendment or modification of this Agreement. If the Purchaser is unable to obtain such approvals within fifteen (15) days following the finalized amendment or modification, then amendment shall not be implemented.

All parties have had the opportunity to have their own respective counsel review this Agreement and they both acknowledge they are satisfied with the terms and conditions of this offer and acceptance.

[SIGNATURES ON FOLLOWING PAGE]

PURCHASER:

DEXTER COMMUNITY SCHOOLS,

a Michigan general powers school district

By Mustyle Print Name: Harristo Ottal Times
Title: Super, warner

SELLER:

BST INVESTMENTS, LLC, a Michigan limited liability company

Print Name: Skien Braue
Title: Mrn be

Dated: 6/7/24

EXHIBIT A

THE PROPERTY

Land located in the City of Dexter, County of Washtenaw, State of Michigan. and described as follows:

Unit 2. Dexter Town Center Condominium, according to the Master Deed recorded in Liber 4654. Page 453. Washtenaw County Records, as amended by First Amendment to Master Deed recorded in Liber 4768, page 379, Washtenaw County Records. and as amended by Second Amendment to Master Deed recorded in Liber 5015 Page 807 Washtenaw County Records and designated as Replat Number 2 of Washtenaw County Condominium Subdivision Plan No. 561. together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978. as amended.

Commonly known as: 2740 Baker Road. Dexter. MI 48130.

Parcel ID: HD-08-06-455-002

Exhibit B Temporary Access Agreement

[Insert Temporary Access Agreement]

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (this "Agreement") is effective as of February 8, 2024 (the "Effective Date"), by and between DEXTER TOWN CENTER CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, with its principal offices located at 2830 Baker Rd, Dexter, Michigan 48130 ("Association"), BST INVESTMENTS, LLC, a Michigan limited liability company, with its principal offices at 2830 Baker Rd, Dexter, Michigan 48130 ("Developer") and THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan non-profit corporation, with its principal offices at 14800 E. Old US Hwy 12, Chelsea, MI 48118 ("Foundation"; Association, Foundation, and Developer are collectively the "Seller") and DEXTER COMMUNITY SCHOOLS, whose address is 2704 Baker Road, Dexter, Michigan 48130 ("Buyer"). Seller and Buyer are also sometimes referred to herein as a "party" or "parties".

RECITALS

- A. Buyer desires to access, examine, and inspect the condominium project known as Dexter Town Center Condominium, Washtenaw County Condominium Subdivision Plan No. 561 ("Condominium") which is more particularly described in Exhibit A attached hereto (the "Property"). The Property shall not include Condominium Unit 3.
- B. The Foundation owns Condominium Unit 1.
- C. Developer owns Condominium Unit 2.
- D. The Association is responsible for administering the Condominium's operations.
- E. The parties are engaging in efforts to negotiate and arrange for an agreement for sale and purchase of the Property upon mutually acceptable terms (the "Contract"); and
- F. Prior to the execution of such a Contract, Seller is willing to provide Buyer with access to the Property for a limited time and purpose on the terms and conditions set forth herein.

NOW, THEREFORE, Seller and Buyer agree as follows:

- 1. <u>Right of Access</u>. Until 5:00 pm Eastern Standard Time on May 1, 2024 (sometimes herein called the "Inspection Period"), Buyer and Buyer's representatives, agents and designees shall have the right, at reasonable times and upon advance notice to Seller, to enter upon the Property and conduct such tests and investigations of the Property that Buyer may desire in connection with Buyer's evaluation of the Property for the proposed development of the Property. Seller shall reasonably cooperate with Buyer with respect to any such tests and investigations and provide any such non-proprietary reports or information that Seller may have with respect to the Property upon request from Buyer. Buyer agrees that:
 - (a) All tests and investigations shall be at Buyer's sole cost and expense;

- (b) Buyer shall advise Seller at least twenty-four (24) hours in advance of the dates of all proposed tests and investigations and shall schedule all tests and investigations during normal business hours whenever feasible unless otherwise requested by Seller;
- (c) Seller shall have the right, but not obligation, to have a representative of Seller accompany Buyer and Buyer's representatives, consultants, agents and designees while they are on the Property;
- (d) Any entry by Buyer, its representative, consultants, agents or designees shall not unreasonably interfere with the use of the Property by Seller or any tenant of Seller;
- (e) If any testing requires removal of or access through any existing structures or improvements on the Property, Buyer shall obtain the respective Seller's written permission (email approval is sufficient), which shall not be unreasonably conditioned, delayed, or withheld prior to undertaking such testing or investigation; and
- (f) Buyer, at Buyer's sole cost and expense, shall restore the Property to substantially the same condition as existed before the test or inspection.
- 2. <u>Environmental and Physically Invasive Testing</u>. Buyer shall have the right to perform any reasonable engineering, geotechnical, or other invasive inspections or studies, including, but not limited to, a Phase I Environmental Site Assessment and any sampling, testing or physically invasive inspections of the Property (including without limitation such inspections commonly referred to as "Phase II" environmental assessments).
- 3. <u>Insurance</u>. During the term of this Agreement, Buyer shall keep and maintain in force, at its sole cost and expense, and ensure that Buyer's consultants keep and maintain with insurance companies licensed to do business in the State of Michigan, at least the following insurance coverages with respect to all of Buyer's activities at the Property pursuant to this Agreement:
- (a) Workers' Compensation coverage for its employees with statutory limits and Employer's Liability coverage with limits of \$1,000,000 per accident and \$1,000,000 in the aggregate combined single limit.
- (b) Commercial General Liability coverage for contractual liability, personal injury, broad-form property damage, and products completed operations coverage with limits of not less than \$1,000,000 per occurrence for personal injury and property damage combined and \$2,000,000 in the aggregate combined single limit. Buyer shall ensure that Buyer's consultants maintain general liability and property damage insurance with the same limits set forth herein.
- (c) Commercial Automobile Liability (Comprehensive Automobile Liability) coverage, comprehensive form, including coverage for all owned, hired and non-owned vehicles with coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) Professional Liability insurance for claims arising from negligent acts, errors or omissions by anyone providing professional services including but not limited to doctors,

lawyers, architects, engineers, designers, appraisers and consultants. Minimum limit is \$1,000,000 per claim and \$3,000,000 annual aggregate.

Prior to or concurrent with any entry onto the Property, Seller shall be named as an additional insured on all policies of insurance as required in this Agreement (except Workers' Compensation). Certificates of such insurance reasonably acceptable to Seller shall be delivered to Seller upon written request.

- 4. <u>No Assumption of Risk.</u> Seller does not assume any risk, liability, or responsibility or duty of care as to Buyer or its agents when on the Property. Buyer acknowledges and agrees that Buyer and its agents enter the Property and conduct the inspections thereon at their own risk.
- 5. <u>No Further Agreements Hereunder.</u> Seller and Buyer shall not be under any obligation to enter into any further agreements with the other party hereto or its parents, subsidiaries or affiliates of any nature whatsoever as a result of this Agreement. Each party hereto reserves the right, in its sole discretion, to decline to make, to retract or to reject at any time any proposal which has not yet become legally binding by execution of a written agreement between the parties with respect thereto with respect to any further agreements or business arrangements with the other party hereto, its parents, subsidiaries or affiliates and to terminate all further discussions and negotiations.
- 6. <u>Miscellaneous.</u> This Agreement shall be governed by Michigan law, without regard to conflicts of law principles. This Agreement may only be amended by a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which may be deemed an original, and all of which together shall constitute one and the same instrument. The section headings herein are for convenience only and do not constitute matter to be construed. A signed copy of this Agreement delivered by email shall be binding on the parties hereto. Signatures to this Agreement may be made electronically and transmitted by electronic mail and such electronic signatures shall be valid and effective to bind the party so signing.
- 7. <u>Notices.</u> All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested, postage prepaid, or by overnight courier (such as Federal Express) or by email, addressed as follows:

If to the Seller:

With required copies to:

Dexter Town Center Condominium Association 2830 Baker Road Dexter, Michigan 48130

Attn: Steve Brouwer

Email: stevebrouwer@arbrouwer.com

BST Investments, LLC 2830 Baker Road Dexter, Michigan 48130 Attn: Steve Brouwer

Email: stevebrouwer@arbrouwer.com

The Chelsea Health and Wellness Foundation 310 North Main Street, Suite 203 Chelsea, Michigan 48118

Attn: Steve Petty

Email: steve@5healthytowns.org

If to the Buyer:

Dexter Community Schools

2704 Baker Rd. Dexter, Michigan 48130 Attn: Sharon Raschke

Email: raschkes@dexterschools.org

With a required copy to:

Miller, Canfield, Paddock and Stone, PLC 101 North Main Street, 7th Floor Ann Arbor, Michigan 48104 Attn: Kevin M. Aoun, Esq.

Email: aoun@millercanfield.com

All notices given in accordance with the terms hereof shall be deemed received forty-eight (48) hours after mailing, or upon delivery if delivered personally or by overnight courier or by email. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 8.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

| " <u>Buyer</u> " | " <u>Seller</u> " |
|---|---|
| DEXTER COMMUNITY SCHOOLS | DEXTER TOWN CENTER CONDOMINIUM ASSOCIATION, Michigan non-profit corporation |
| By: Éharon Rascake | |
| Name: Sharon Raschke Its: Senior Project Manager | By: Name: Its: |
| | BST INVESTMENTS, LLC, a Michigan limited liability company |
| | By: Name: Its: |
| | THE CHELSEA HEALTH AND WELLNESS FOUNDATION, Michigan non-profit corporation |
| | By: Name: Steve Petty Its: CEO |

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

| " <u>Buyer</u> " | " <u>Seller</u> " | |
|--------------------------|---|--|
| DEXTER COMMUNITY SCHOOLS | DEXTER TOWN CENTER CONDOMINIUM ASSOCIATION, Michigan non-profit corporation | |
| By: | Tribungun non prom vorporumon | |
| Name: Its: | By: <u>Steve Brouwer</u> Name: Steve Brouwer Its: Manager | |
| | BST INVESTMENTS, LLC, a Michigan limited liability company | |
| | By: <u>Steve Brouwer</u> Name: Steve Brouwer Its: Member | |
| | THE CHELSEA HEALTH AND WELLNESS FOUNDATION, Michigan non-profit corporation | |
| | By: Name: Its: | |

Exhibit A

LEGAL DESCRIPTION

Condominium Project:

A parcel of land in the Southeast ¼ of Section 6, T2S, R5E, Village of Dexter, Scio Township, Washtenaw County, Michigan, more particularly described as:

COMMENCING at the South 1/4 corner of Section 6, T2S, R5E, Village of Dexter, Scio Township, Washtenaw County, Michigan; thence North 89°34'48" East 333.76 feet along the South section line of said Section 6 to a point on the centerline of Baker Road (as monumented); thence North 00°32'47" East 1176.81 feet along the centerline of Baker Road (as monumented, 66 feet right of way) to the POINT OF BEGINNING; thence continuing along said centerline of Baker Road North 00°32'47" East 525.00 feet; thence South 88°49'13" East 395.97 feet; thence South 00°26'59" West 8.23 feet to a point on a line that is 0.50 feet North of and parallel to a building described in Liber 1569, Pages 261 through 266, Washtenaw County Records; thence South 89°08'01" East 228.65 feet along said line being 0.50 feet North of and parallel to building described in Liber 1569, Pages 261 through 266, Washtenaw County Records; thence South 01°20'42" West 3.56 feet; thence South 89°08'01" East 30.20 feet; thence South 01°04'38" East 74.04 feet; thence South 47°22'01" East 4.18 feet; thence South 00°32'47" West 417.87 feet; thence South 85°38'07" West 206.93 feet; thence North 88°49'13" West 453.86 feet to the POINT OF BEGINNING; subject to the Baker Road right of way and easements and restrictions of record.

Commonly known as: 2740, 2810, and 2820 Baker Road, Dexter, MI 48130

Tax ID Nos. HD-08-06-400-010 and HD-08-06-400-01 1

Unit 1:

Land is located in the Village of Dexter. County of Washtenaw. State of Michigan, and described as follows:

Unit 1. Dexter Town Center Condominium, according to the Master Deed recorded in Liber 4654. Page 453. Washtenaw County Records. and any amendments thereto, and designated as Washtenaw County Condominium Subdivision Plan No. 561 together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978. as amended.

Commonly known as: 2810 Baker Road, Dexter, MI 48130.

Parcel ID: HD-08-06-455-001

Unit 2:

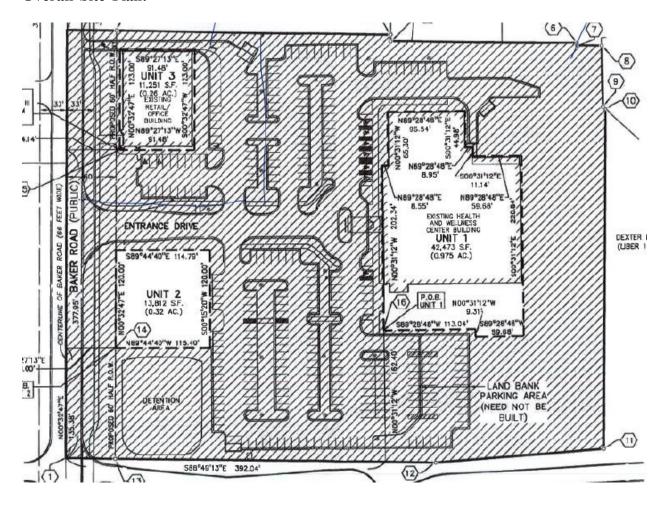
Land is located in the Village of Dexter. County of Washtenaw. State of Michigan, and described as follows:

Unit 2. Dexter Town Center Condominium, according to the Master Deed recorded in Liber 4654. Page 453. Washtenaw County Records. and any amendments thereto, and designated as Washtenaw County Condominium Subdivision Plan No. 561 together with rights in general common elements and limited common elements as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978. as amended.

Commonly known as: 2740 Baker Road, Dexter, MI 48130.

Parcel ID: HD-08-06-455-002

Overall Site Plan:



41704725.8/022912.00054

 $\frac{\text{Exhibit C1}}{\text{Proposal for Development Work and Working Drawings}}$

May 8, 2024

Mr. Rob Bulszewicz **BST** Investments 2830 Baker Rd. Dexter, MI 48130

RE: Dexter Senior Center

Dear Rob,

Pursuant to your request, we have prepared this proposal based on civil drawings C0.0,1.0, 2.0, 3.0, 4.0, 5.0, 5.1, L1.0, 1.1, 2.0, 3.0 prepared by PEA Group dated April 30, 2024, architectural and structural drawings A0.1, 0.2, 1.1, 2.1, 3.1, 4.1, 5.1, 5.2, 6.1, 6.2, 8.1, 8.2, 9.1, 9.2, 10.1, S2.1, 2.2, 3.0, 3.1, 3.2, 4.0, 4.1, prepared by Wah Yee Associates dated April 29, 2024, plumbing drawings P-101, 102, 103, 104 prepared by Mastercraft Plumbing dated April 30,2024 HVAC drawing M1.0 prepared by Roberston-Morrison dated May 7, 2024 and electrical drawings E1.1, 1.2, 1.3, 2.1, 3.1, 3.2, 4.1, prepared by Aschott Electric dated May 7, 2024 to construct a new 9.094 SF building for the Dexter Senior Center.

The work to be completed is as follows:

Site Earthwork

The existing asphalt will be removed along the east side of the building. The site will be cut, filled and balanced by moving on-site materials and rough and fine graded as necessary. All excess materials will be hauled to the landfill for proper disposal.

Site Utilities

New storm sewer piping and one (1) new manhole will be installed to connect the roof conductors to the existing storm sewer system and revise the parking lot drainage.

New sanitary sewer piping will connect to the existing sanitary sewer in the driveway.

The new water piping will connect to the existing domestic and fire protection water lines in the driveway.

Asphalt Pavement

The new parking spaces along the east side of the building are included.



Landscaping

The landscaping will include the plant material, lawn restoration a boulder wall on the north side of the building, a boulder wall south of the patio and an irrigation system.

Foundations

Reinforced concrete footings will be provided at 3'-6" below finish grade. The soil is assumed to be of sufficient cohesiveness to permit the footings to be soil formed.

Helical Piers

Helical piers will be installed to support the trench footings, the building columns and frost pads on the west side of the building.

Flatwork

The building floor slab will consist of a 4" thick concrete reinforced with wire mesh.

Exterior Concrete

The exterior concrete will include 4" thick concrete sidewalk along the north and east sides of the building, a 4" thick concrete patio on the south side of the building, a generator pad and concrete curb along the parking lot.

Masonry

The exterior masonry will consist of load bearing masonry walls, brick and precast stone as indicated on the elevations. The patio screen wall will consist of 8" block and one (1) wythe of brick on each side of the wall. The block cores will be filled with insulating foam and 2" of spray foam will be applied to the exterior face of the block.

Structural System

The structural system will be conventional steel including the columns, beams, joists metal deck and miscellaneous iron. Acoustical metal deck will be provided in the Great Room and Reception Area.

Rough Carpentry

The rough carpentry will include the roof nailers, the interior, steel stud partitions, niches in the toilet rooms, setting the hollow metal door frames, hanging the doors and installing the toilet accessories.

Millwork

The millwork will include 33 LF of base cabinets, 40 LF of solid surface countertops and one (1) mobile cart cabinet in the Great Room, 5 LF of base cabinets and 5 LF of solid surface countertop in the Class Room, 4 LF of base cabinets and 4 LF of solid surface countertop in the Consult Rooms, 3 LF of solid surface countertop in the Unisex Toilet Room, 12 LF of solid surface countertop in for the sinks in the toilet room area, 11 LF of plastic laminate bench and 11 LF of hat shelf in the Great Room, 16 LF of plastic laminate bench and 16 LF of hat shelf in the Reception Area, 8 LF of upper and lower cabinets adjacent to the fireplace, 27 LF of coat rack and shelf, and 111 LF of solid surface window sills.

Roofing

The roof will be a 60 mil fully adhered EPDM roof with two (2) layers of 2.6" thick isocyanurate and metal cap flashing around the parapet.

Caulking

High quality caulking will seal joints between different building materials.

Hollow Metal and Wood Doors

Two (2) exterior hollow metal doors, thirty-five (35) solid core, pre-finished oak doors, hollow metal frames and finish hardware will be provided. Electrical strikes will be provided for two (2) exterior doors and two (2) interior doors. Manual hold open closers will be provided for the exterior and interior kitchen doors. The lock cylinders will be prepped for cores furnished and installed by Dexter Schools.

Kitchen Shutters

Two (2) manual, coiling, aluminum shutters with stainless steel sills and cranks will be installed at the kitchen counters.

Glass

The exterior doors and windows will consist of insulated glass and aluminum framing. Two (2) automatic operators will be installed on the entry vestibule doors. Manual hold open closers will be provide on one (1) interior Great Room Door and one (1) exterior Great Room Door.

Flooring

Ceramic tile will be provided in the vestibule, toilet rooms and warming kitchen. Polished concrete will be utilized throughout the rest of the building.

A 4'-0" high ceramic tile wainscot will be provided on the toilet room and vanity walls.

Acoustical Ceiling

2 x 2 lay-in acoustical ceiling will be installed in the north hallway, offices, class room, quiet room, consult rooms, and storage rooms.

2 x 2 lay-in, vinyl-faced gypsum tiles will be installed in the kitchen.

Painting

The interior partitions will receive one coat of primer and two (2) finish coats of paint. The exposed metal deck, HVAC ductwork, electrical conduit in the Reception Area and Great Room will be sprayed with dryfall paint.

Fireplace

One (1) Napolean Tall Vector direct vent liner gas fireplace will be installed in the reception area. The exhaust stack will be vented through the roof.

Fire Extinguishers

Five (5) fire extinguishers and fire extinguisher cabinets will be provided.

Toilet Accessories

Toilet accessories including one (1) 18" grab bar, three (3) 36" grab bars, eight (8) 42" grab bars, two (2) 24" x 72" mirrors, one (1) 24" x 36" mirror, two (2) garbage cans, six (6) utility shelf toilet paper holders, eleven (11) soap dispensers, six (6) clothes hooks, six (6) recessed sanitary napkin disposals and ten (10) paper towel dispensers are included.

Alarm System

An alarm system will be installed to monitor the fire protection system.

Fire Protection

The fire protection system will provide a Light Hazard level of protection throughout the building.

Plumbing

The plumbing includes the roof conductors, gas piping, sanitary piping, water piping, plumbing fixtures, two (2) janitor's sinks, one (1) 199,000 BTU gas fired, 100 gallon water heater and the water and sewer lines to connect the kitchen equipment.

HVAC

The building will be heated and cooled with five (5) rooftop HVAC units and one (1) electric wall heater. Exhaust fans will be provided for the toilet rooms.

Electrical

A new secondary service will feed a 400 amp, 120/208 volt, three-phase main panel. Lighting will be installed according to the approved lighting plan prepared by Gasser-Bush. Convenience outlets, emergency lights, exit lights, mechanical equipment hookups, kitchen outlets and equipment hookups, conduits for two (2) dual EV charging stations, a 200 amp ATS for the generator panel, one (1) generator pad and the conduits between the generator and the ATS.

Architecture/Engineering

The architectural and engineering services required for building permit application and final construction are included. The drawings will be prepared by registered Architects and Engineers in accordance with applicable laws in the State of Michigan.

General Conditions

On-site supervision, layout, material testing, temporary office, dumpsters, general cleanup, final cleanup, builder's risk insurance, liability insurance and safety program are included.

A \$30,000 allowance is included for the plan review fee, building permit, soil erosion permit and soil erosion inspection fees.

A \$10,000 allowance is included for the DTE fees for natural gas and electrical service.

A \$7,500 allowance is included for the City of Dexter/OHM inspection fees for the site utilities, asphalt paving and site concrete.

Land

The vacant lot at 2740 Baker Rd is included.

Exclusions

Water and sewer tap fees, winter conditions, unknown soil conditions, on-site stormwater detention, dewatering, exterior signage, kitchen equipment, low voltage wiring, fire alarm system throughout the building, security system and changes required by the City of Dexter, Washtenaw County and the State of Michigan are excluded.

Price

Our price to provide the land and construct the new Dexter Senior Center, as described above, is \$3,176,000.00.

<u>Alternates</u>

1. Remove the cattails from the detention pond, fine grade the basin and re-seed the disturbed areas.

Add: 10,000.00

1. Install a 5 ft wide concrete stair with a galvanized steel handrail from the existing sidewalk along Baker Rd to the new glass entry door. Provide a 15' wide x 4'-0" deep metal canopy with three (3) downlights above the door.

Add: \$63,000.00

2. Replace the polished concrete floor finish with Marmoleum.

Add: \$44,000.00

3. Furnish and install a water softener in the mechanical room.

Add: \$7,675.00

4. Furnish and install three (3) 84" and two (2) 60" Haiku ceiling fans with wall controllers.

Add: \$31,300.00

5. Furnish and install the CAT cabling for the telephones, data and wireless access points. (Note: The Dexter Senior Center will supply the WAPs. One (1) 48 port patch panel and one (1) rack are included.)

Add: \$6,600.00

6. Furnish and install the CAT 6 cabling for four (4) interior video cameras and three (3) exterior video cameras.

Add: \$2,550.00

We appreciate this opportunity to be of service to BST Investments and look forward to working with you on this project.

Sincerely,

Steve Browner

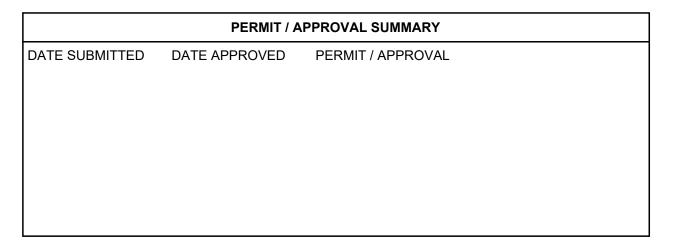
Steve Brouwer

President

DEXTER SENIOR CENTER

DEXTER TOWN CENTER UNIT 2 2740 BAKER RD.

CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN



LEGAL DESCRIPTION

UNIT 2 OF THE DEXTER TOWN CENTER CONDOMINIUM.

DEXTER TOWN CENTER CONDOMIUM DESCRIBED AS: A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SCIO TOWNSHIP, VILLAGE OF DEXTER, WASHTENAW COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH 1/4 OF SECTION 6, T2S, R5E, SCIO TOWNSHIP, VILLAGE OF DEXTER, WASHTENAW COUNTY MICHIGAN; THENCE N89°34'48"E 333.76 FEET ALONG THE SOUTH SECTION LINE OF SAID SECTION 6 TO A POINT ON THE CENTERLINE OF BAKER RD (AS MONUMENTED); THENCE NO0°32'47"E 1176.81 FEET ALONG THE CENTERLINE OF BAKER ROAD (AS MONUMENTED, 66' R.O.W.) TO THE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID CENTERLINE OF BAKER ROAD NO0°32'47"E 525.00 FEET; THENCE S88°49'13"E 395.97 FEET; THENCE S00°26'59"W 8.23 FEET TO A POINT ON A LINE THAT IS 0.50 FEET NORTH OF AND PARALLEL TO A BUILDING DESCRIBED IN LIBER 1569, PAGES 261-266, WASHTENAW COUNTY RECORDS; THENCE S89°08'01"E 228.65 FEET ALONG SAID LINE BEING 0.50 FEET NORTH OF AND PARALLEL TO BUILDING DESCRIBED IN LIBER 1569, PAGES 261-266 WASHTENAW COUNTY RECORDS; THENCE S01°20'42"W 3.56 FEET; THENCE S89°08'01"E 30.20 FEET; THENCE S01°04'38"E 74.04 FEET; THENCE S47°22'01"E 4.18 FEET; THENCE S00°32'47"W 417.87 FEET; THENCE S85°38'07"W 206.89 FEET; THENCE N88°49'13"W 453.86 FEET TO THE POINT OF BEGINNING; CONTAINING ±7.85 ACRES (GROSS), SUBJECT TO THE BAKER ROAD R.O.W. AND EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

NET ACREAGE IS 7.42 ACRES +/- (NET), SUBJECT TO THE BAKER RD R.O.W. AND EASMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CIVIL ENGINEER

BRIGHTON, MI 48116

PHONE: 844.813.2949

7927 NEMCO WAY, STE. 115

LANDSCAPE ARCHITECT

CONTACT: HOWARD WAIDLEY, PE

EMAIL: HWAIDLEY@PEAGROUP.COM

PEA GROUP

DESIGN TEAM

OWNER

BST INVESTMENT, LLC 2830 BAKER RD. DEXTER, MI 48130 CONTACT: STEVE BROUWER PHONE: 734.426.9980

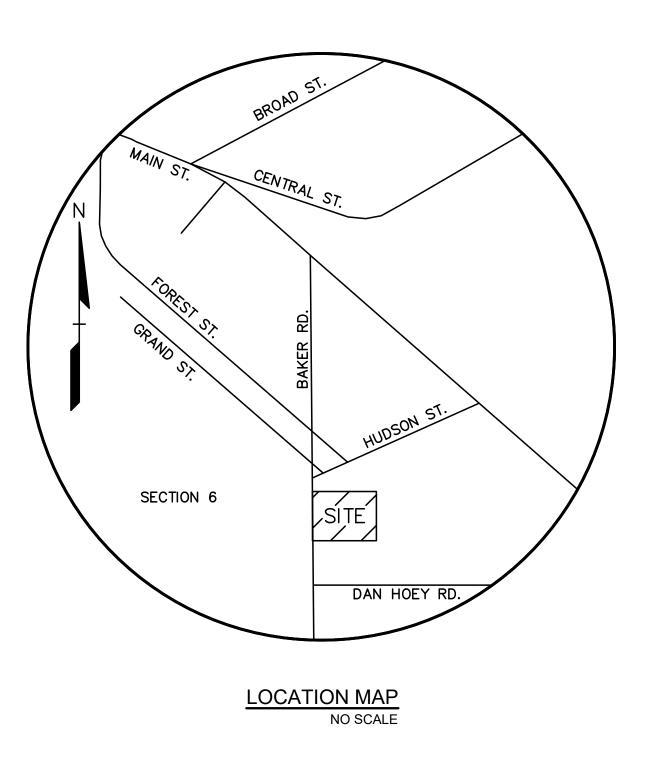
APPLICANT/DEVELOPER

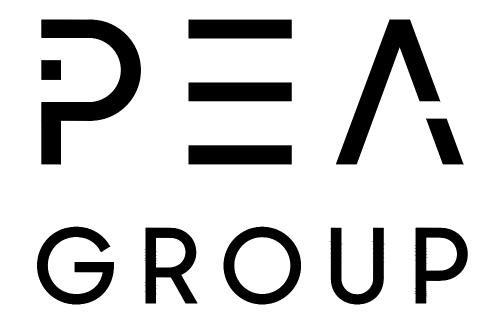
AR BROUWER 2830 BAKER RD. DEXTER DEXTER, MI 48130

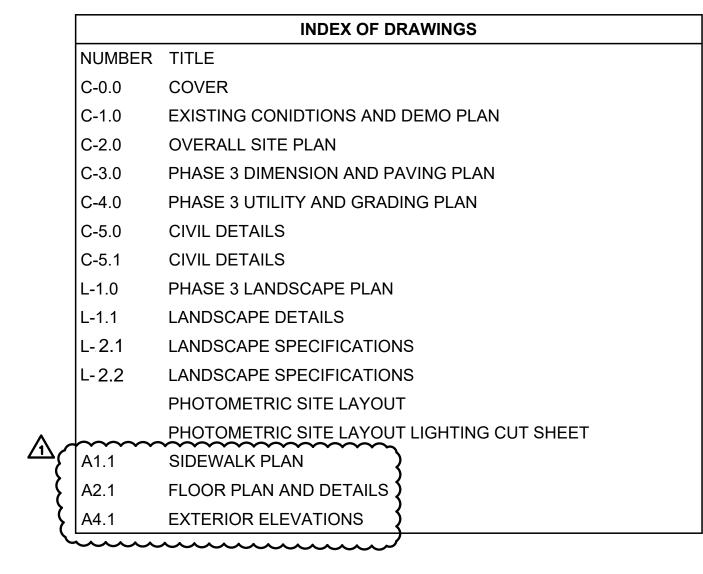
PEA GROUP 7927 NEMCO WAY, STE. 115 BRIGHTON, MI 48116 CONTACT: STEVE BROUWER CONTACT: JANET EVANS, PLA PHONE: 844.813.2949 PHONE: 734.426.9980 EMAIL: JEVANS@PEAGROUP.COM

ARCHITECT

WAH YEE ASSOCIATES 42400 GRAND RIVER AVE, STE. 200 NOVI, MI 48375 CONTACT: WILLIAM ELAND PHONE: 248.489.9160

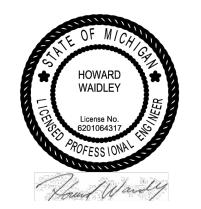




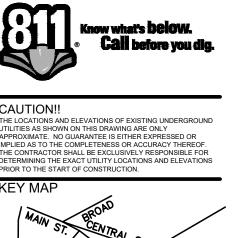


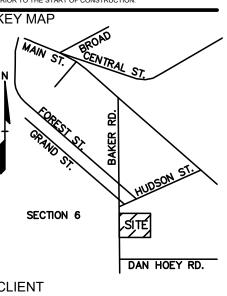
| CITY OF DEXTER STANDARD DETAILS |
|---------------------------------|
| WATER MAIN STANDARD DETAILS |
| WATER MAIN STANDARD DETAILS |
| SANITARY SEWER STANDARD DETAILS |
| STORM SEWER STANDARD DETAILS |











A.R. BROUWER COMPANY 2830 BAKER RD. #100 DEXTER, MICHIGAN, 48130

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PROJECT TITLE

DEXTER SENIOR CENTER PART OF THE S $\frac{1}{4}$ OF SECTION 6, T.2S., R.5E

CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

| REVISIONS | |
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| PER CITY REVIEWS | 4/30/2024 |
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| ORIGINAL ISSUE DATE: | |
| MARCH 1, 2024 | |

COVER

DRAWING TITLE

| PEA JOB NO. | 2013-023 | |
|-----------------|----------|--|
| P.M. | JC | |
| DN. | HMW | |
| DES. | HMW | |
| DRAWING NUMBER: | | |

NOT FOR CONSTRUCTION

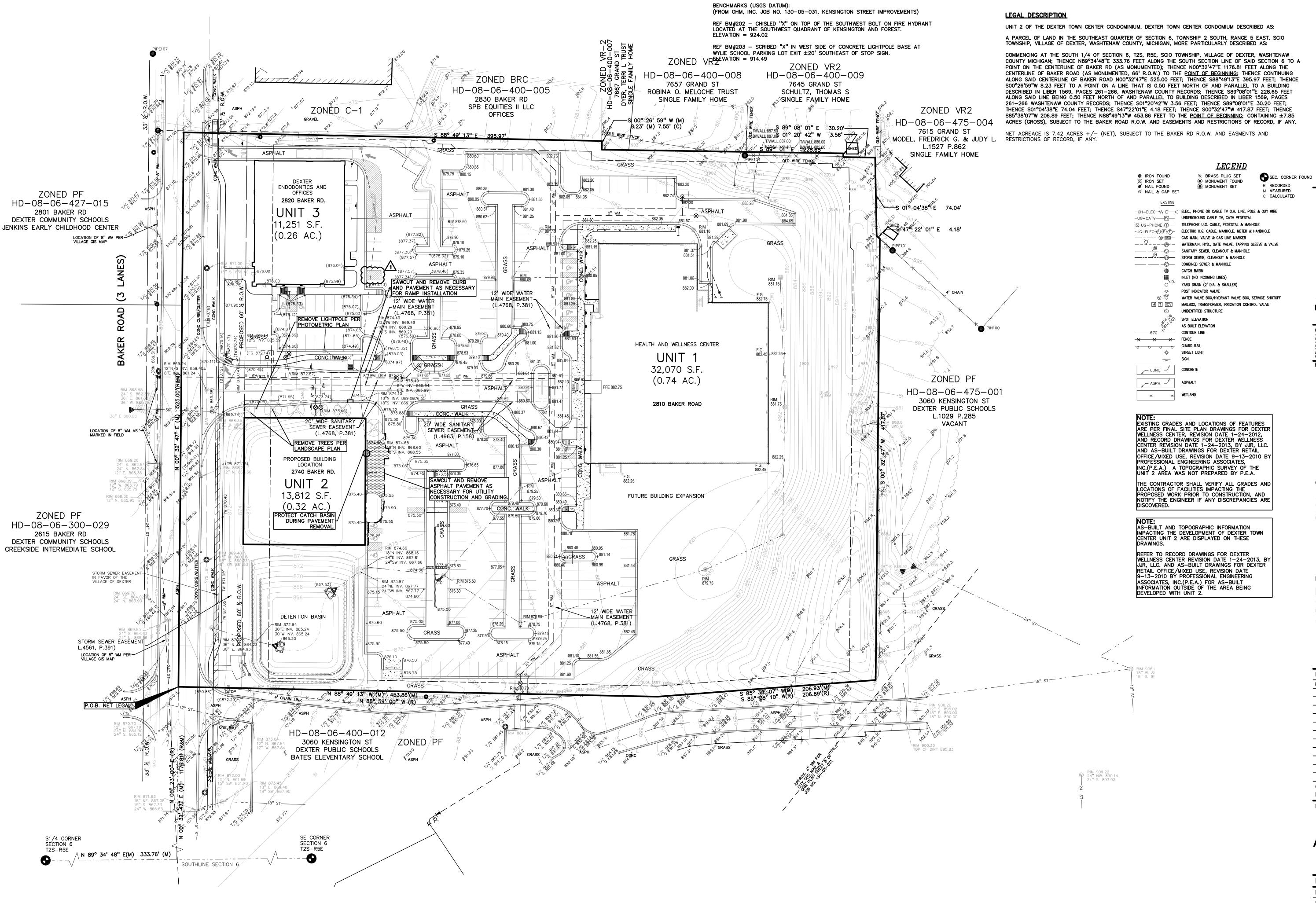
DATE

3/1/2024

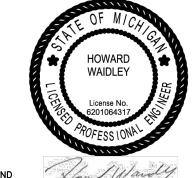
REVISIONS

DESCRIPTION

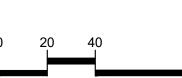
CONSTRUCTION

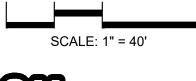


t: 844.813.2949 www.peagroup.com





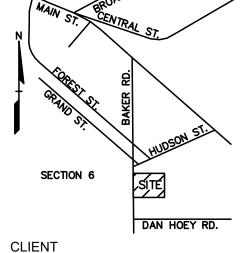






CAUTION!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUTILITIES AS SHOWN ON THIS DRAWING ARE ONLY OTILITIES AS SHOWN ON THIS DRAWNING ARE ONLY
APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR
IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.
THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



A.R. BROUWER **COMPANY** 2830 BAKER RD. #100 DEXTER, MICHIGAN, 48130

PROJECT TITLE

DEXTER SENIOR CENTER

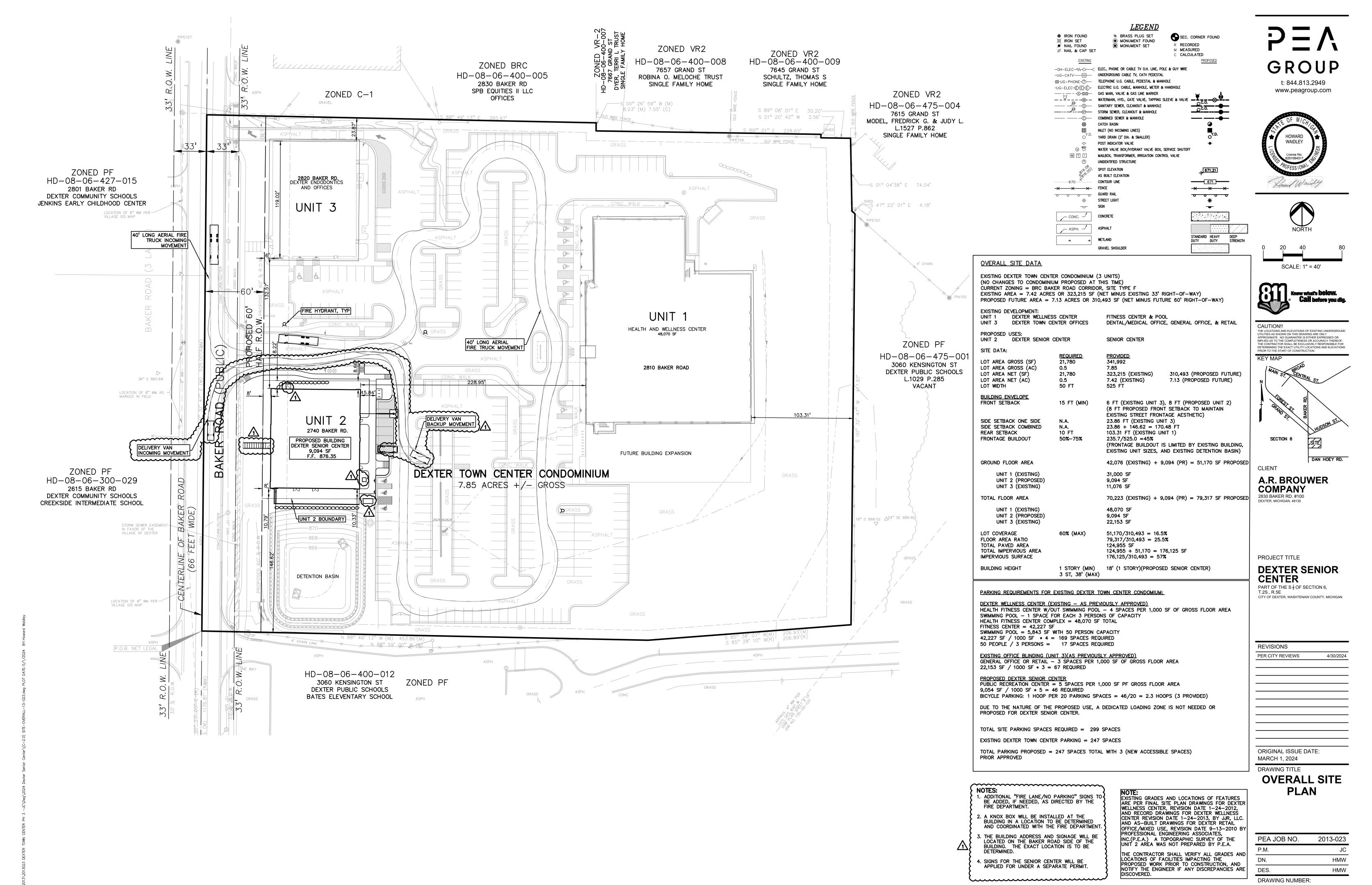
PART OF THE S $\frac{1}{4}$ OF SECTION 6, T.2S., R.5E CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

| 4/30/2024 |
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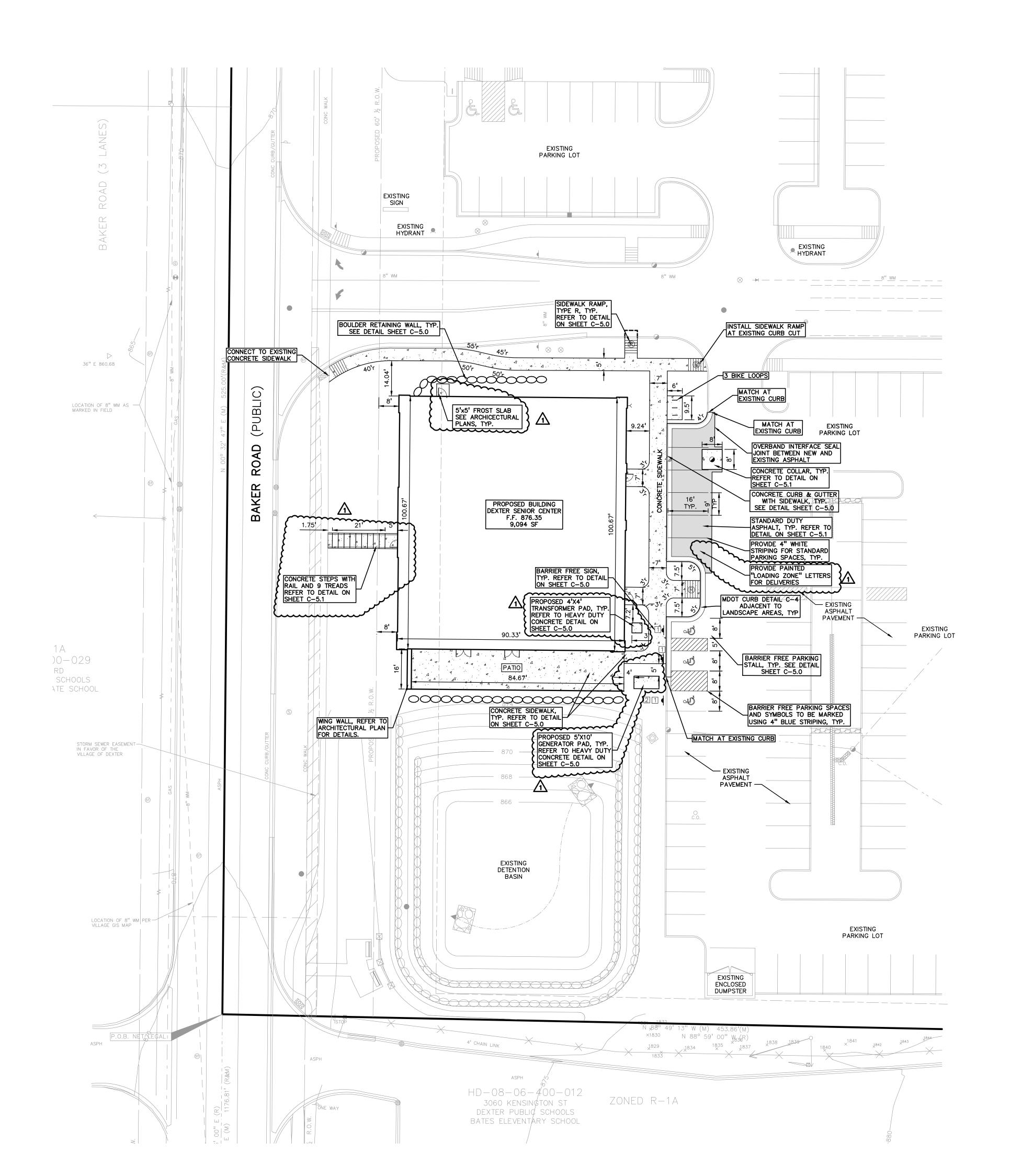
ORIGINAL ISSUE DATE MARCH 1, 2024 DRAWING TITLE

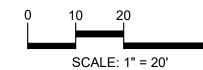
EXISTING CONIDTIONS AND DEMO PLAN

| PEA JOB NO. | 2013-023 |
|-----------------|----------|
| P.M. | JC |
| DN. | HMW |
| DES. | HMW |
| DRAWING NUMBER: | |



C-2.0





IRON FOUND

MAIL FOUND

oximes iron set

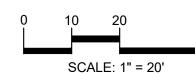
SIDEWALK RAMP LEGEND: SIDEWALK RAMP 'TYPE R'

WARNING DETAILS REFER TO RAMP 'TYPE R' DETAIL ON SHEET C-5.0

REFER TO LATEST MDOT R-28 STANDARD RAMP AND DETECTABLE

SIGN LEGEND:

'BARRIER FREE PARKING' SIGN 'VAN ACCESSIBLE' SIGN



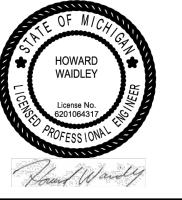
BRASS PLUG SET SEC. CORNER FOUND MONUMENT FOUND R RECORDED MONUMENT SET M MEASURED C CALCULATED

Ø NAIL & CAP SET -OH-ELEC-VA-O-C ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE -UG-CATV-TV- UNDERGROUND CABLE TV, CATV PEDESTAL -W-UG-PHONE-T TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE SANITARY SEWER, CLEANOUT & MANHOLE
STORM SEWER, CLEANOUT & MANHOLE ----- COMBINED SEWER & MANHOLE CATCH BASIN INLET (NO INCOMING LINES) YARD DRAIN (2' DIA. & SMALLER) POST INDICATOR VALVE WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF M T I MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE UNIDENTIFIED STRUCTURE SPOT ELEVATION AS BUILT ELEVATION

671 CONTOUR LINE × × FENCE GUARD RAIL STREET LIGHT --- SIGN ✓ ASPH. ✓

NOTE:
EXISTING GRADES AND LOCATIONS OF FEATURES
ARE PER FINAL SITE PLAN DRAWINGS FOR DEXTER
WELLNESS CENTER, REVISION DATE 1-24-2012,
AND RECORD DRAWINGS FOR DEXTER WELLNESS
CENTER REVISION DATE 1-24-2013, BY JJR, LLC.
AND AS-BUILT DRAWINGS FOR DEXTER RETAIL
OFFICE ALIVED LISE PEVISION DATE 9-13-2010 BY OFFICE/MIXED USE, REVISION DATE 9-13-2010 BY PROFESSIONAL ENGINEERING ASSOCIATES, INC.(P.E.A.) A TOPOGRAPHIC SURVEY OF THE UNIT 2 AREA WAS NOT PREPARED BY P.E.A. THE CONTRACTOR SHALL VERIFY ALL GRADES AND LOCATIONS OF FACILITIES IMPACTING THE PROPOSED WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.

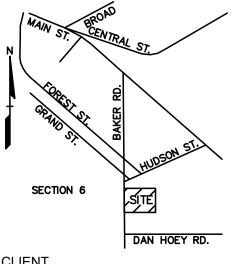








CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT A.R. BROUWER **COMPANY** 2830 BAKER RD. #100 DEXTER, MICHIGAN, 48130

PROJECT TITLE

DEXTER SENIOR CENTER

PART OF THE S & OF SECTION 6, T.2S., R.5E

CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

REVISIONS PER CITY REVIEWS

DRAWING TITLE PHASE 3 **DIMENSION AND PAVING PLAN**

ORIGINAL ISSUE DATE:

MARCH 1, 2024

2013-023 PEA JOB NO. HMW DRAWING NUMBER:

SEE LANDSCAPE PLAN L-1.0 FOR PERMANENT STABILIZATION MEASURES CONTACT FOR SOIL EROSION CONTROL MEASURES: STEVE BROUWER BST INVESTMENT, LLC 734-426-9980 BENCHMARKS (USGS DATUM):

(FROM OHM, INC. JOB NO. 130-05-031, KENSINGTON STREET IMPROVEMENTS)

REF BM#202 - CHISLED "X" ON TOP OF THE SOUTHWEST BOLT ON FIRE HYDRANT LOCATED AT THE SOUTHWEST QUADRANT OF KENSINGTON AND FOREST. ELEVATION = 924.02

REF BM#203 - SCRIBED "X" IN WEST SIDE OF CONCRETE LIGHTPOLE BASE AT WYLIE SCHOOL PARKING LOT EXIT ±20' SOUTHEAST OF STOP SIGN. ELEVATION = 914.49

SAND BACKFILL NOTE: ALL UTILITIES UNDER PAVEMENT OR WITHIN THE 45° LINE OF INFLUENCE OF PAVEMENT SHALL HAVE M.D.O.T. CLASS II GRANULAR BACKFILL COMPACTED TO 95% MAX. DRY DENSITY (ASTM D-1557).

EXISTING GRADES AND LOCATIONS OF FEATURES ARE PER FINAL SITE PLAN DRAWINGS FOR DEXTER WELLNESS CENTER, REVISION DATE 1-24-2012, AND RECORD DRAWINGS FOR DEXTER WELLNESS CENTER REVISION DATE 1-24-2013, BY JJR, LLC. AND AS-BUILT DRAWINGS FOR DEXTER RETAIL OFFICE/MIXED USE, REVISION DATE 9-13-2010 BY PROFESSIONAL ENGINEERING ASSOCIATES, INC.(P.E.A.) A TOPOGRAPHIC SURVEY OF THE UNIT 2 AREA WAS NOT PREPARED BY P.E.A.

THE CONTRACTOR SHALL VERIFY ALL GRADES AND LOCATIONS OF FACILITIES IMPACTING THE PROPOSED WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.

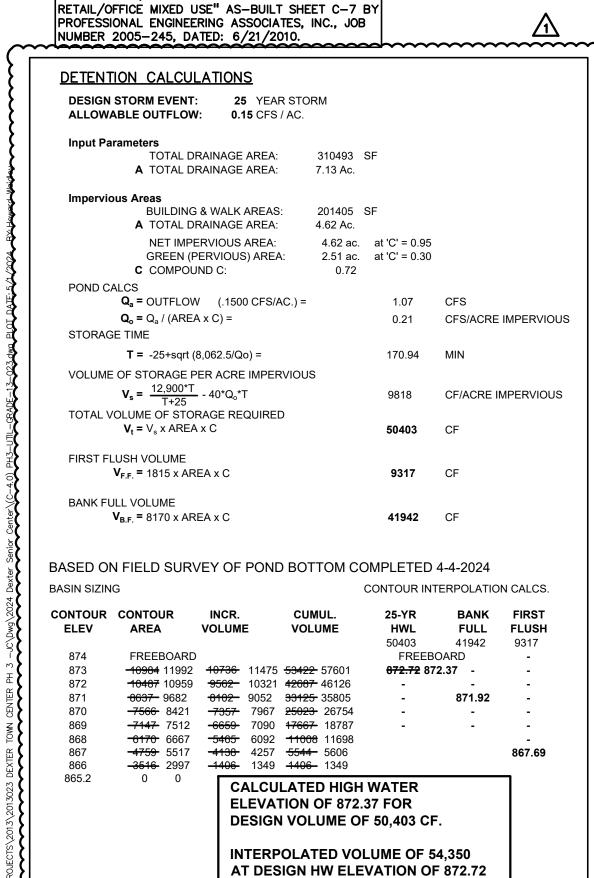
FD, FILL LAND

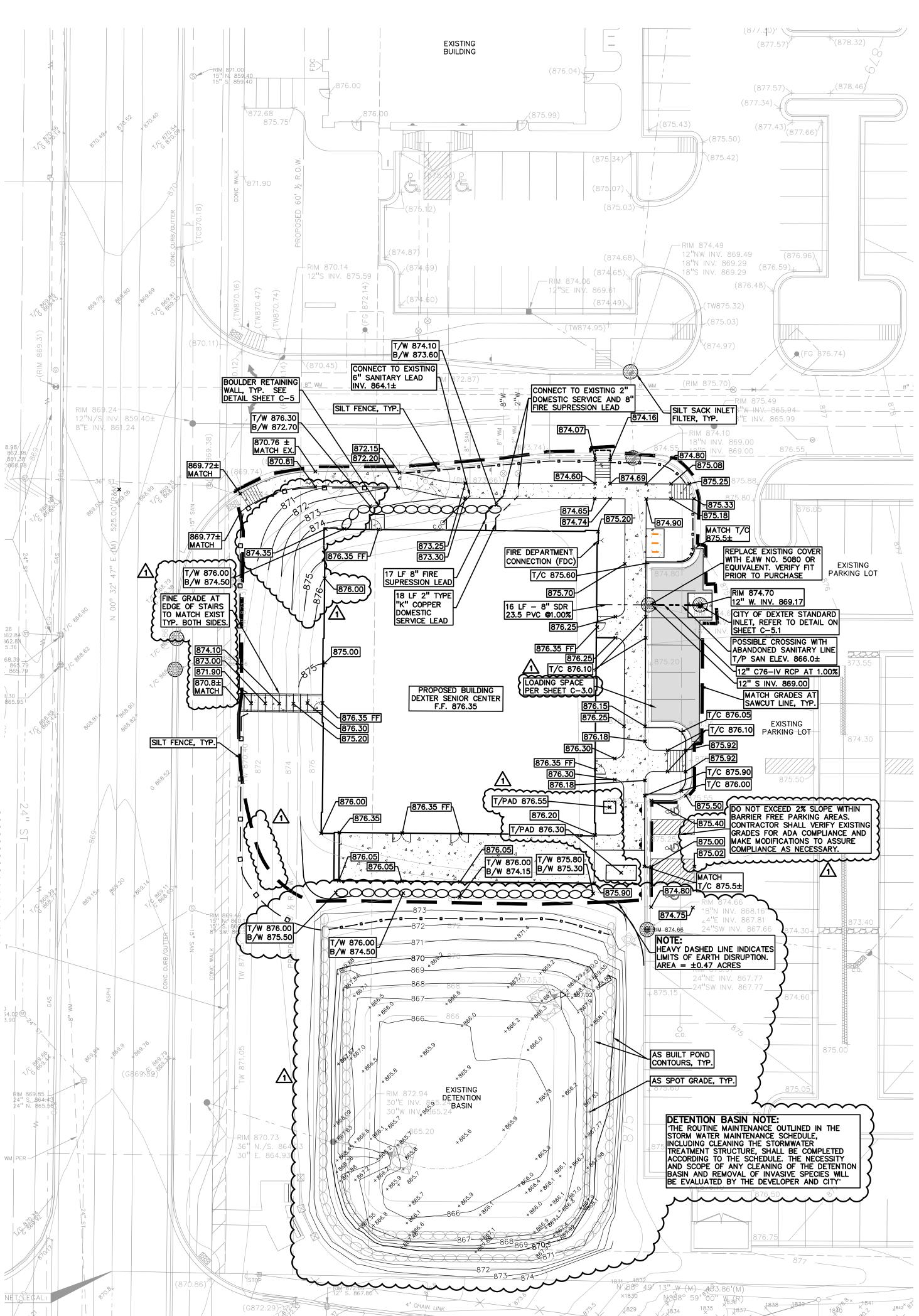
FF = FINISH FLOOR

SOIL DATA: EXISTING SOILS PER SOIL SURVEY OF WASHTENAW COUNTY, MICHIGAN: Br, BROOKSTON LOAM KrC, KIDDER SANDY LOAM, 6 TO 12 PERCENT SLOPES OsB, OSHTEMO LOAMY SAND, O TO 6 PERCENT SLOPES SrB, SPINKS-OSHTEMO LOAMY SAND,S, 0 TO 6 PERCENT SLOPES

ALL GRADES ARE TOP OF PAVEMENT OR FINISH GRADES UNLESS OTHERWISE NOTED. (ADD 0.47' TO OBTAIN TOP OF CURB GRADES FOR MDOT C4.) T/C = TOP OF CURB

THE ON-SITE EXISTING DETENTION BASIN WAS DESIGNED TO ACCOMODATE THE 25-YEAR STORM EVENT FOR THE ENTIRE DEXTER TOWN CENTER DEVELOPMENT, AT FULL BUILD-OUT. SEE "DEXTER





VILLAGE OF DEXTER STANDARD NOTES

Sanitary Sewer Notes

- 1. All sewer system construction shall conform to the current standards and general specifications of the City of Dexter and the agency or agencies having jurisdiction over the construction area.
- 2. All manhole rims shall be set to grade as approved by the City Engineer. 3. Risers on sanitary sewers shall be installed in locations where sewer is over 10 feet deep. Risers shall be installed to a depth of 10 feet below the finished ground elevation.
- 4. One sanitary sewer service lead shall be provided for each lot, at the center of the lot, along the route of the sanitary sewer unless otherwise specified. The sanitary sewer service lead shall
- extend a minimum of 2 feet beyond the utility easement or right-of-way (proposed or existing). All manholes shall use eccentric cones placed toward the property line unless otherwise noted.
- 6. Infiltration for any section of sewers shall not exceed 200 gallons per inch diameter per mile of sewer per 24 hours.
- 7. No footing or roof drain shall be connected to the sanitary sewer.
- 8. Differential of excavation around existing manholes shall not exceed 6 fee
- 9. No connection receiving storm water, surface water or ground water shall be made to sanitary
- 10. All sanitary sewers shall be subject to television inspection and air infiltration or exfiltration tests, or a combination of the same, prior to acceptance. All sewers over 24 inches in diameter shall be subjected to infiltration tests. All sewers 24 inches in diameter and smaller, where the ground water level is above the top of the pipe is over 2 feet shall be subjected to infiltration tests. All sewers 24 inches in diameter or smaller, where the ground water level is above the top of the pipe is 2 feet or less, shall be subjected to air tests or exfiltration tests.
- 11. All sewers shall be televised, with test results approved by the City Engineer or the City of Dexter Utilities Department prior to placing the sewer in service. Copies of the tape must be submitted to the City of Dexter and will not be returned.
- 12. Mandrel testing shall take place to ensure the flexible pipe has been properly bedded and backfilled. The deflection test must be conducted no less than 30 days after installation of final
- backfill. The maximum allowed deflection is 5%. A nine-arm (point) mandrel shall be used. 13. All Sanitary sewer stubs shall have a water and airtight bulkhead with a marker designating the location of the stub.

Storm Sewer Notes

- 1. All casting rims shall be set to grade as furnished or approved by the City Engineer.
- 2. All storm sewer pipes shall be C76-IV reinforced concrete pipe unless otherwise noted.
- 3. All catch basin leads shall be a minimum of 12" diameter C76-IV reinforced concrete
- 4. Catch basin and inlet frame covers shall be specified as follows:
- a. When located in pavement edge gutter line, frame and cover shall be EJIW No. b. When located in paved areas other than edge gutter line, frame shall be EJIW No.
- 1040 with type "M" cover or equivalent. c. When located in yard areas, frames shall be EJIW No. 1040 with Type "N" cover
- 5. Manhole steps will be reinforced polypropylene plastic #PS-2-PFS or approved equal.
- 6. Rubber joints shall be used in locations where the hydraulic gradient is above the pipe and when storm sewer is located in an easement area

City of Dexter Standard Notes

maximum unit weight.

- 1. Notify the City of Dexter and the City Engineer a minimum of 72 hours prior to the start
- 2. All construction must conform to the current engineering standards and specifications adopted by the City of Dexter.
- 3. No paying or excavation for paying shall be allowed until the sanitary sewers, water main storm sewers and/or country drain clean out construction has been approved by the City.
- 4. Call MISS DIG (800-482-7171) a minimum of 72 hours prior to the start of construction. 5. All soil erosion and silt must be controlled and contained onsite prior to the start of
- 6. All excavation under the influence of pavement, including sidewalks and driveways, existing or proposed, shall be backfilled and compacted with Class II sand to 95% of
- 7. The contractor is responsible for all damage to existing utilities.
- 8. The contractor is responsible for restoring all disturbed areas to the conditions that existed prior the start of construction.
- 9. Working hours (including running of any machinery) shall be restricted to Monday through Saturday, 7:00 am to 7:00 pm; or sunup to sundown; whichever is less.

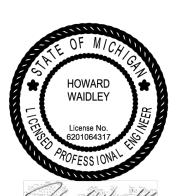
Water Main Notes

- 1. All water system construction shall conform to the current standards and general specification of the City of Dexter and any other agency having jurisdiction over the
- construction area. 2. All surface structures, such as hydrants, gate valves and valve boxes shall be set to grade
- as approved by the City Engineer.

3. Water main shall be placed level through all gate wells.

- 4. Provide a minimum of 5.5 feet of cover below existing roadway centerline elevation or existing elevation at water main location, whichever is lowest.
- 5. When jacking and boring, all voids shall be filled by means of pressure grouting with 1:3 cement-sand mortar. This work must be accomplished within 24 hours of the water main being successfully tested. Water main jacking or boring shall extend a minimum of 10 feet beyond the edges of the pavement.
- 6. Fire hydrants shall be East Jordan Iron Works Model 5 BR, A-423 conforming to A.W.W.A. C-502 improved hydrant specification. All fire hydrants shall be equipped with a 4-inch Storz connection.
- 7. Gate valves for sizes 6-inch through 16-inch water main shall be iron body, fully bronze mounted, resilient wedge with non-rising stems opening counterclockwise with a 2-inch square operating nut. Valves shall conform to A.W.W.A. C-500 specification. Valves shall be designed for a working pressure of 200 P.S.I. and a test pressure of 400 P.S.I. Valves shall be ordered with inlet and outlet connections compatible to the water pipe joint used on the system.
- 8. Water service and water main pipe shall be:
- a. 1-inch through 2-inch diameter service lines shall be domestic "k" copper.
- b. 4-inch through 16-inch diameter water main shall be ductile iron A.N.S.I. A 21-55-65 Class 54.
- 9. Connection to existing water main shall be made only after hydrostatic and bacteriological tests have been successfully completed and approved by the City Engineer or the City of Dexter Utilities Department.
- 10. Compacted sand backfill consisting of M.D.O.T. Class II granular material compacted to 95% of maximum unit weight must be placed in all trenches within the 1:1 influence of
- the roadway, sidewalk, bike path, etc. 11. A thrust block is only allowed with prior approval of City Engineer. Otherwise, use the joint restraint schedule with bends
- 12. Flushing shall include the use of a "Polly Pig" or approved equal equipment, to remove accumulated deposits as directed by the City Engineer.
- 13. When called for on the plans, polyethylene encasement shall be installed on all ductile iron water main and fittings. Polyethylene encasement shall meet the requirements specified in A.W.W.A. C105 (ANSI 21.5) latest revision, as directed by the City
- 14. All public water main shall contain tracer wire.

⋈ IRON SET

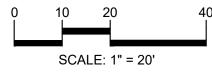


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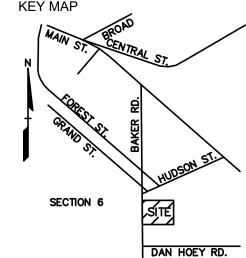








CAUTION THE LOCATIONS AND ELE TILITIES AS SHOWN ON THIS DRAWING ARE ONLY MPLIED AS TO THE COMPLETENESS OR ACCURACY THEREO HE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



CLIENT

A.R. BROUWER **COMPANY** 2830 BAKER RD. #100

MONUMENT SET MEASURED Ø NAIL & CAP SET CALCULATED -OH-ELEC-VV-O-< ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE -UG-CATV-TV UNDERGROUND CABLE TV, CATV PEDESTAL -W-UG-PHONE-T)--- TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE -UG-ELEC-E-E-E-E-E-E-ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE - - - G-GAS - GAS MAIN, VALVE & GAS LINE MARKER SANITARY SEWER, CLEANOUT & MANHOLE ----- COMBINED SEWER & MANHOLE CATCH BASIN INLET (NO INCOMING LINES) YARD DRAIN (2' DIA. & SMALLER) POST INDICATOR VALVE WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE UNIDENTIFIED STRUCTURE SPOT ELEVATION 671.21 AS BUILT ELEVATION CONTOUR LINE * * *

STREET CLEANING SCHEDULE SUNDAY MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY \times × × ×

® BRASS PLUG SET SEC. CORNER FOUND MONUMENT FOUND RECORDED **DEXTER SENIOR**

STREET LIGHT

CONC. -

/ ASPH. -

SOIL EROSION AND SEDIMENTATION CONTROL SEQUENCE OF CONSTRUCTION

- PLACE SILT FENCE AND SILT SACK INLET FILTERS ON EXISTING STORM STRUCTURES ACCORDING TO PLANS.
- REMOVE ALL TOPSOIL, ORGANIC MATTER AND DELETERIOUS MATERIALS AND HALL OFFSITE. STOCKPILE SOIL OFFSITE
- DISPOSE OF ALL EXCESS, UNUSABLE MATERIALS OFFSITE IN A LEGAL MANNER. NO BURN OR BURY PITS ALLOWED. ROUGH GRADE AND INSTALL NEW UTILITIES. PLACE SILTSACKS AT NEW INLETS AS NOTED ON PLANS.
- IMMEDIATELY UPON COMPLETION OF GRADING, STABLIZE ALL EMBANKMENTS.
- CONSTRUCT BUILDING.
- FINISH GRADE AND INSTALL SIDEWALKS, AS PROPOSED, TO DRAIN TO STORM SEWER SYSTEM. REPAIR SILTSACKS AS REQUIRED.
- APPLY 3" TOPSOIL, SEED AND MULCH OR SOD TO ALL DISTURBED AREAS IN ACCORDANCE WITH LANDSCAPING PLAN.
- CLEAN PAVEMENT AND STORM SEWERS/STRUCTURES. REMOVE SILT FENCE AND SILTSACKS ONCE ALL SITE WORK IS COMPLETED AND VEGETATION IS STABILIZED

NOT FOR CONSTRUCTION

PROJECT TITLE

CENTER PART OF THE S 1/4 OF SECTION 6, T.2S., R.5E CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

REVISIONS PER CITY REVIEWS

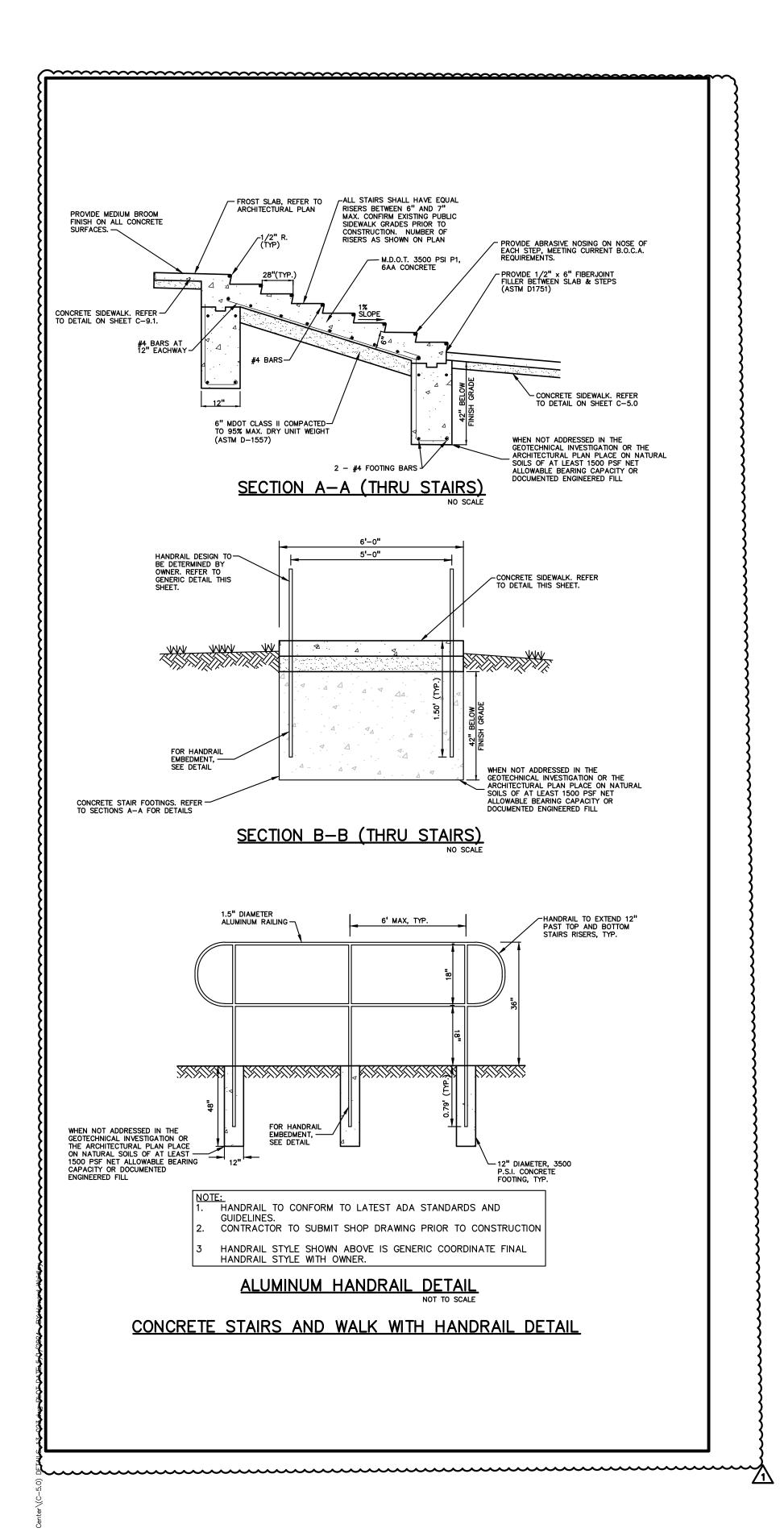
ORIGINAL ISSUE DATE: MARCH 1, 2024 DRAWING TITLE

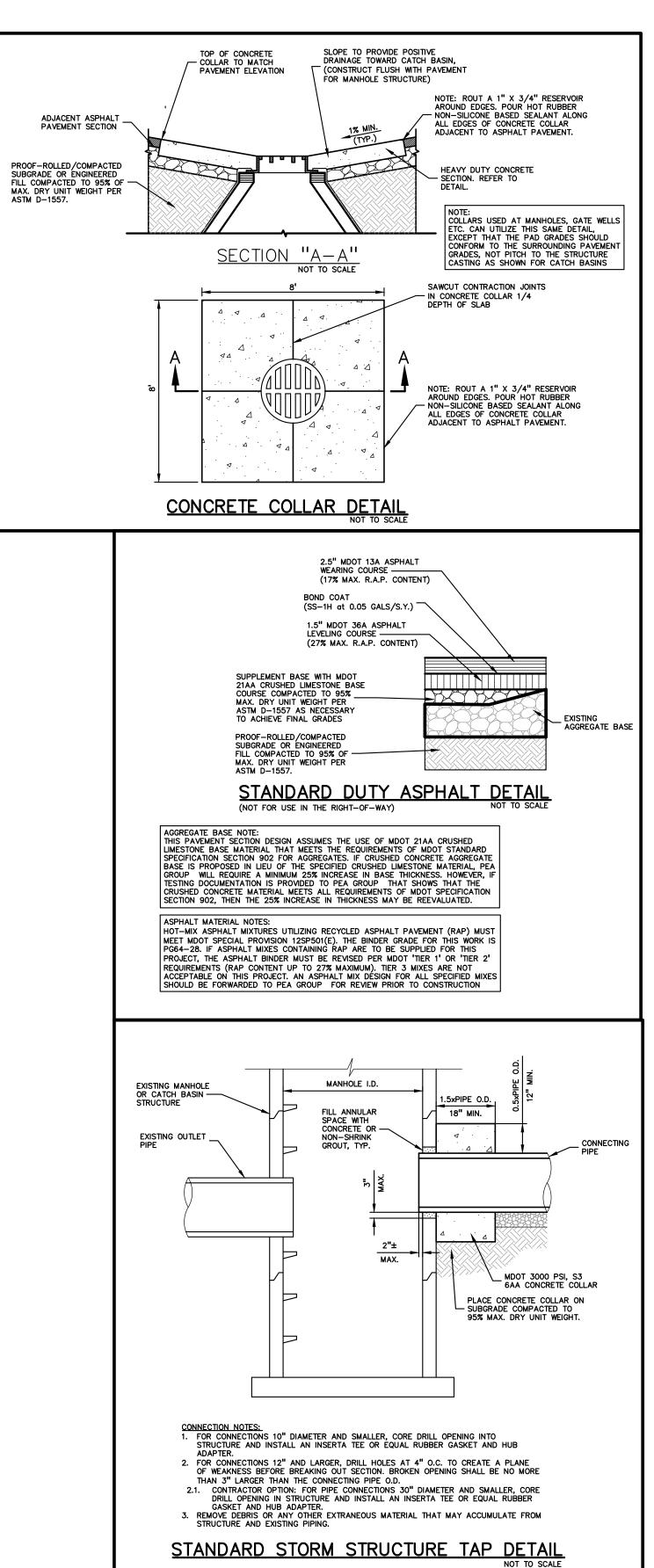
PHASE 3 UTILITY AND GRADING PLAN

PEA JOB NO. 2013-023 HMW HMW

DRAWING NUMBER:

GENERAL NOTES: MAXIMUM LANDING SLOPE IS 2.0% IN EACH DIRECTION OF TRAVEL. MINIMUM DIMENSIONS 5' x 5'. SE (8" CONCRETE ACROSS RESERVED - ALTERNATE REVERSE **RESERVED** DRIVEWAY) CURB AND GUTTER THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT. *** MAXIMUM RAMP CROSS SLOPE IS 2.0%, RUNNING SLOPE 5%-7% (8.3% MAXIMUM). SEE NOTES. **PARKING** 1/4" PER FOOT CROSS SLOPE PARKING ALL CONSTRUCTION, WORKMANSHIP AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT IF SINGLE SIGN USED FOR MULTIPLE PARKING STALLS, ADD WHITE ARROWS AS SHOWN POINTING TOWARDS OSHA, MDOT AND CITY OF DEXTER, MICHIGAN STANDARDS AND REGULATIONS. APPROPRIATE STALLS 2. THE CONTRACTOR SHALL NOTIFY THE CITY OF DEXTER ENGINEER 72 HOURS PRIOR TO THE GROUP BEGINNING OF CONSTRUCTION. GREEN BORDER AND LEGEND WHITE SYMBOL, BLUE BACKGROUND. REFLECTORIZED 6'-8" MOUNTING HEIGHT R7-8 3. THE CONTRACTOR SHALL CONTACT THE ENGINEER SHOULD THEY ENCOUNTER ANY DESIGN ISSUES DURING CONSTRUCTION. IF THE CONTRACTOR MAKES DESIGN MODIFICATIONS WITHOUT THE WRITTEN - SUBGRADE COMPACTED TO 4" MIN. COMPACTED -DIRECTION OF THE DESIGN ENGINEER, THE CONTRACTOR DOES SO AT HIS OWN RISK. 95% MAXIMUM DENSITY AGGREGATE BASE www.peagroup.com ALL NECESSARY PERMITS, TESTING, BONDS AND INSURANCES ETC., SHALL BE PAID FOR BY THE ONLY PLACE 1/4" CONTRACTION JOINTS AT CONTRACTOR. THE OWNER SHALL PAY FOR ALL CITY OF DEXTER INSPECTION FEES. 4' INTERVALS 5. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE 811/ONE CALL UTILITY LOCATING CENTER, THE PLACE 1/2" EXPANSION JOINTS AT BARRIER FREE PARKING SIGN GREEN BORDER AND LEGEND WHITE SYMBOL, BLUE BACKGROUND. CITY ENGINEER AND/OR THE AUTHORITY HAVING JURISDICTION 3 BUSINESS DAYS PRIOR TO THE 28' INTERVALS (MAX.) BEGINNING OF CONSTRUCTION. IF NO NOTIFICATION IS GIVEN AND DAMAGE RESULTS. SAID DAMAGE WITH ARROWS DETAIL REFLECTORIZED WILL BE REPAIRED AT SOLE EXPENSE OF THE CONTRACTOR. IF EXISTING UTILITY LÍNES ARE 6'-8" MOUNTING HEIGHT CONCRETE SIDEWALK M.D.O.T. CURB DETAIL "C-4" ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, THE CONTRACTOR SHALL SIDEWALK RAMP TYPE R WAIDLEY NOTIFY THE DESIGN ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. (ROLLED SIDES) **BARRIER FREE** 6. CONTRACTOR SHALL VERIFY THAT THE PLANS AND SPECIFICATIONS ARE THE VERY LATEST PLANS AND SPECIFICATIONS AND FURTHERMORE, VERIFY THAT THESE PLANS AND SPECIFICATIONS HAVE PARKING SIGN DETAI BEEN APPROVED. ALL ITEMS CONSTRUCTED BY THE CONTRACTOR PRIOR TO RECEIVING FINAL WHERE SIDEWALK IS INSTALLED DIRECTLY BEHIND THE CURB APPROVAL, HAVING TO BE ADJUSTED OR RE-DONE, SHALL BE AT THE CONTRACTORS EXPENSE. DETECTABLE WARNING SURFACE 4" ACROSS FULL WIDTH TEE NOTES) SHOULD THE CONTRACTOR ENCOUNTER A CONFLICT BETWEEN THESE PLANS AND/OR INSTALL HOOK BOLTS AT 30" O.C SPECIFICATIONS, THEY SHALL SEEK CLARIFICATION IN WRITING FROM THE ENGINEER BEFORE -DETECTABLE WARNING SURFA 24" ACROSS FULL WIDTH (SEE NOTES) COMMENCEMENT OF CONSTRUCTION. FAILURE TO DO SO SHALL BE AT SOLE EXPENSE TO THE ANY WORK WITHIN THE STREET OR HIGHWAY RIGHTS-OF-WAY SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION AND SHALL NOT CONCRETE BEGIN UNTIL ALL NECESSARY PERMITS HAVE BEEN ISSUED FOR THE WORK. 8. ALL PROPERTIES OR FACILITIES IN THE SURROUNDING AREAS, PUBLIC OR PRIVATE, DESTROYED OR OTHERWISE DISTURBED DUE TO CONSTRUCTION, SHALL BE REPLACED AND/OR RESTORED TO THE ORIGINAL CONDITION BY THE CONTRACTOR. **PARKING** THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADING, SIGNAGE, LIGHTS AND TRAFFIC CONTROL DEVICES TO PROTECT THE WORK AND SAFELY MAINTAIN TRAFFIC IN ACCORDANCE WITH LOCAL REQUIREMENTS AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). THE DESIGN ENGINEER, OWNER, CITY OF DEXTER AND STATE SHALL NOT BE HELD LIABLE FOR ANY SEE MDOT CURB DETAIL C-4 ON THIS SHEET. CLAIMS RESULTING FROM ACCIDENTS OR DAMAGES CAUSED BY THE CONTRACTOR'S FAILURE TO SUBGRADE OR ENGINEERED FILL COMPACTED TO 95% COMPLY WITH TRAFFIC AND PUBLIC SAFETY REGULATIONS DURING THE CONSTRUCTION PERIOD. SIDEWALK RAMP TYPE F MAX. DRY UNIT WEIGHT PER CONCRETE CURB AND GUTTER WITH SIDEWALK 10. THE USE OF CRUSHED CONCRETE IS PROHIBITED ON THE PROJECT WITHIN 100 FEET OF ANY WATER HEAVY DUTY CONCRETE DETAIL COURSE (STREAM, RIVER, COUNTY DRAIN, ETC.) AND LAKE, REGARDLESS OF THE APPLICATION OR CHIGAN DEPARTMENT OF TRANSPORTATION BUREAU OF DEVELOPMENT STANDARD PLAN FOR LOCATION OF THE WATER COURSE OR LAKE RÉLATIVE TO THE PROJECT LIMITS. MDOT 12" x 18" RED ON WHITE REFLECTORIZED SIDEWALK RAMP AND 11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE TOP OF ALL EXISTING AND DIRECTOR, BUREAU OF FIELD SERVICES DETECTABLE WARNING DETAILS 6'-8" MOUNTING HEIGHT PROPOSED STRUCTURES (MANHOLES, CATCH BASINS, INLETS, GATE WELLS ETC.) WITHIN GRADED VAN AND /OR PAVED AREAS TO FINAL GRADE SHOWN ON THE PLANS. ALL SUCH ADJUSTMENTS SHALL 6-27-2017 R-28-J NO PARKING SIGN DETAIL BE INCIDENTAL TO THE JOB AND WILL NOT BE PAID FOR SEPARATELY. DIRECTOR, BUREAU OF DEVELOPMENT CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION. **PAVING NOTES:** IN AREAS WHERE NEW PAVEMENTS ARE BEING CONSTRUCTED, THE TOPSOIL AND SOIL CONTAINING ORGANIC MATTER SHALL BE REMOVED PRIOR TO PAVEMENT CONSTRUCTION. $2'-0" \times 2'-0" \times 0.080"$ ALUMINUM STANDARD HANDICAP SIGN 2. REFER TO ARCHITECTURAL PLANS FOR DETAILS OF FROST SLAB AT EXTERIOR BUILDING DOORS. BOLT TO STEEL TUBE WITH 3/8" CADMIUM PLATED GREEN BORDER AND TEXT REFLECTORIZED BOLTS, NUTS AND WASHERS. 3. CONSTRUCTION TRAFFIC SHOULD BE MINIMIZED ON THE NEW PAVEMENT. IF CONSTRUCTION TRAFFIC IS ANTICIPATED ON THE PAVEMENT STRUCTURE, THE INITIAL LIFT THICKNESS COULD BE INCREASED MOUNT UNDERNEATH (R7-8) AND PLACEMENT OF THE FINAL LIFT COULD BE DELAYED UNTIL THE MAJORITY OF THE CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED. THIS ACTION WILL ALLOW REPAIR OF LOCALIZED -2"x2"x.188 STEEL TUBE. EXTEND INTO CONCRETE VAN ACCESSIBLE SIGN DETAIL PAVEMENT STRUCTURE FAILURE, IF ANY DOES OCCUR, AS WELL AS REDUCE LOAD DAMAGE ON THE PAVEMENT SYSTEM. FILLED PIPE 2'-0". PROVIDE WELDED WATERTIGHT CAP. **CURB STRUCTURE** PAINT BLACK. 4. ALL EXPANSION JOINTS AND CONCRETE PAVEMENT JOINTS TO BE SEALED. AT VAN ACCESSIBLE STALLS PROVIDE CURB LINE 5. CONCRETE CURBING JOINTING - UNLESS SHOWN OTHERWISE IN THE PLANS OR REQUIRED BY THE ADDITIONAL SIGN PLATE W/3" LETTERS AUTHORITY HAVING JURISDICTION READING "VAN ACCESSIBLE". 5.1. JOINTS WHEN ADJACENT TO ASPHALT PAVEMENT CIRCLE 5.1.1. PLACE CONTRACTION JOINTS AT 10' INTERVALS -UNDERDRAIN PIPE 5.1.2. PLACE 1/2" EXPANSION JOINT AT CATCH BASINS, EXISTING AND PROPOSED SIDEWALK OR ALUMINUM .08" THICK MIN. WITH CAP, TYP.-SHAPE AND SIZE VARIES 5.1.3. PLACE 1" EXPANSION JOINT: -GRAVEL BACKFILL-5.1.3.1. AT SPRING POINTS OF INTERSECTIONS OR ONE OF THE END OF RADIUS LOCATIONS IN A -PAINT PIPE BASE - WITH REFLECTIVE YELLOW PAINT 3/8" DRILLED HOLES 5.1.3.2. AT 400' MAXIMUM INTERVALS ON STRAIGHT RUNS NOTE: MINIMUM SLOPE OF 0.5% 5.1.3.3. AT THE END OF RADIUS AT OPPOSITE ENDS IN A CURBED LANDSCAPE ISLAND BACKFILL WITH POROUS AGGREGATE - PAVEMENT SECTION PER PLANS CLIENT 5.2. JOINTS WHEN TIED TO CONCRETE PAVEMENT (6" MINIMUM BEDDING) AND SPECIFICATIONS. SEE DETAILS 5.2.1. PLACE CONTRACTION JOINTS OPPOSITE ALL TRANSVERSE CONTRACTION JOINTS IN PAVEMENT A.R. BROUWER SIGN POST 5.2.2. PLACE 1/2" EXPANSION JOINT AT CATCH BASINS, EXISTING AND PROPOSED SIDEWALK OR PAVEMENT SURFACE GALVANIZED STEEL CHANNEL POST **COMPANY** 5.2.3. PLACE 1" EXPANSION JOINT OPPOSITE ALL TRANSVERSE EXPANSION JOINTS IN PAVEMENT 2830 BAKER RD. #100 5.2.4. CURB AND GUTTER AND CONCRETE SHALL BE TIED TOGETHER SIMILAR TO A LONGITUDINAL DEXTER, MICHIGAN, 48130 LANE TIE JOINT (MDOT B1 JOINT) 8" DIA. STANDARD STEEL PIPE FILLED WITH CONCRETE 5.3. IN BETWEEN POURS OF PROPOSED CONCRETE CURBING (CONSTRUCTION JOINT): PEA GRAVEL 5.3.1. CARRY THE REBAR CONTINUOUSLY BETWEEN POURS 5.3.2. IF THE REBAR IS NOT LONG ENOUGH TO CARRY CONTINUOUSLY, THEN TIE TWO PIECES OF 30" FROM FACE OF CURB, TYP. REBAR PER THE LATEST MDOT SPECIFICATIONS 6. CONCRETE SIDEWALK JOINTING - UNLESS SHOWN OTHERWISE IN THE PLANS OR REQUIRED BY THE #6-14" LONG BARS EACH WAY THROUGH PIPE. FINISHED - TOP OF CURB AUTHORITY HAVING JURISDICTION GRADE 6.1. PLACE TRANSVERSE CONTRACTION JOINTS EQUAL TO THE WIDTH OF THE WALK WHEN WIDTH IS LESS THAN 8' -1'-6" DIA. CONCRETE BASE 6.2. PLACE TRANSVERSE AND LONGITUDINAL CONTRACTION JOINTS EQUAL TO 1/2 THE WIDTH OF PROJECT TITLE THE WALK WHEN WIDTH IS EQUAL TO OR GREATER THAN 8' C PARKING SPACE SECTION A-A 3.5' MIN. **DEXTER SENIOR** 6.3. PLACE 1" EXPANSION JOINT WHERE ABUTTING SIDEWALK RAMP AND/OR RADIUS IN NOTE: SYMBOL SHALL BE PAINTED WITH 1. SHALL CONFORM WITH CURRENT INSTALL 4" DIAMETER PERFORATED PLASTIC RADIAL BLEEDERS TO EXTEND 10' FROM **CENTER** 6.4. PLACE TRANSVERSE 1/2" EXPANSION JOINT AT MAXIMUM OF 100' SPACING STATE AND LOCAL CODES AND REGULATIONS. BLUE TRAFFIC PAINT. WITHIN OUTLINE SHOWN STRUCTURE AT ALL CATCH BASINS AND INLETS. 6.5. PLACE 1/2" EXPANSION JOINT WHEN ABUTTING A FIXED STRUCTURE, OTHER PAVEMENT PART OF THE S $\frac{1}{4}$ OF SECTION 6 (CONCRETE PAVEMENT AND DRIVE APPROACHES), UTILITY STRUCTURES, LIGHT POLE BASES AND 2. WHERE INSTALLED IN EXIST. PVMT. STANDARD "HANDICAPPED" SYMBOL T.2S., R.5E BLEEDER DRAIN DETAIL SIGN AND POST INSTALLATION CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN SAW CUT AND REPAIR TO MATCH EXIST. FOR PARKING SPACE IN LANDSCAPED AREAS HANDICAPPED PARKING SIGN GENERAL GRADING AND EARTHWORK NOTES: NOT TO SCALE THESE NOTES APPLY TO ALL CONSTRUCTION ACTIVITIES ON THIS PROJECT REBAR FOR INSTALL FABRIC SACK ("SILTSACK") TO PREVENT ENTRY OF SILT, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING TREES AND BRUSH AND REMOVE ALL THAT ARE BAG REMOVAL FOAM DEBRIS, AND SEDIMENT. REMOVE AND PROPERLY DISPOSE OF NECESSARY TO GRADE SITE. ACCUMULATED MATERIAL AS NECESSARY. REMOVE GEOTEXTILE UPON **REVISIONS** ESTABLISHMENT OF RESTORATION MEASURES. 2. ALL GRADES ARE TO TOP OF PAVEMENT UNLESS OTHERWISE NOTED. PER CITY REVIEWS 4/30/2024 3. THE STAGING OF CONSTRUCTION ACTIVITIES SHALL OCCUR ONLY WITHIN THE SITE BOUNDARIES. ANY CONSTRUCTION ACTIVITIES OUTSIDE OF THE SITE BOUNDARIES SHALL BE AT THE SOLE SEPARATION . DUMP STRAPS FABRIC 140 N OR EQ. -MAIN REINFORCEMENT: 2 LAYERS OF MIRAFI 2XT AT 4. ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL MEET THE REQUIREMENTS OF THE AUTHORIZED PUBLIC AGENCY OF JURISDICTION. 1.5' SPACING BY 4' LONG EXPANSION RESTRAINT PRECAST CONC. RISERS. OR CONCRETE BLOCK — MASONRY ADJUSTING EIGHT 6" MIN. TO 15" MAX. (.25" NYLON ROPE, REFER TO SOIL EROSION CONTROL PLAN FOR ADDITIONAL SOIL EROSION AND SEDIMENTATION **VARIABLE** 2" FLAT WASHERS) TYPICAL "SILTSACK" INSTALLATION CONTROL MEASURES AND NOTES. TO 3' CATCH BASIN -FACE WITH COBBLES 🦳 6. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED OR SODDED IN ACCORDANCE WITH THE AND BOULDERS 6" LANDSCAPE PLANS. PROVIDE A MINIMUM OF 3" OF TOPSOIL IN THESE AREAS UNLESS OTHERWISE TO 18" DIA. SILT SACK DETAIL $\mathbf{s}^{f u}$ bury on bottom $m{ extstyle ---}$ THE CONTRACTOR SHALL NOTE EXISTING UNDERGROUND UTILITIES WITHIN AND ADJACENT TO THE FOR WALL DETAILS "A" AND "C": FOR SOIL EROSION & SEDIMENTATION CONTROL BOULDER, TYP. SITE. BACKFILL FOR EXISTING UTILITY TRENCHES SHALL BE EXAMINED CRITICALLY. ANY TRENCHES FOUND TO HAVE SOFT, UNSTABLE OR UNSUITABLE BACKFILL MATERIAL, IN THE OPINION OF THE TYPICAL BOULDER WALL DETAIL "A" NUMER OF LAYERS REINFORCED THIRD PARTY TESTING COMPANY, THAT ARE TO BE WITHIN THE ZONE OF INFLUENCE OF PROPOSED BUILDINGS OR PAVEMENT SHALL BE COMPLETELY EXCAVATED AND BACKFILLED WITH ORIGINAL ISSUE DATE WALL HEIGHTS UP TO 3.0' 1 LAYER MARCH 1, 2024 SPACING 6' MAX. 2 LAYERS - FENCE POST DRIVEN ON-SITE FILL CAN BE USED IF THE SPECIFIED COMPACTION REQUIREMENTS CAN BE ACHIEVED. IF DRAWING TITLE INTO GROUND 1', MIN. ON-SITE SOIL IS USED, IT SHOULD BE CLEAN AND FREE OF FROZEN SOIL, ORGANICS, OR OTHER **CIVIL DETAILS** GEOTEXTILE FILTER FABRIC — FASTENED ON UPHILL SIDE, . THE FINAL SUBGRADE/EXISTING AGGREGATE BASE SHOULD BE THOROUGHLY PROOFROLLED USING A FULLY LOADED TANDEM AXLE TRUCK OR FRONT END LOADER UNDER THE OBSERVATION OF A TOWARDS EARTH DISRUPTION WOVEN SEPARATION -GEOTECHNICAL/PAVEMENT ENGINEER. LOOSE OR YIELDING AREAS THAT CANNOT BE FABRIC 140 N MECHANICALLY STABILIZED SHOULD BE REINFORCED USING GEOGRIDS OR REMOVED AND REPLACED OR EQ. WITH ENGINEERED FILL OR AS DICTATED BY FIELD CONDITIONS. - COMPACTED 2) – 18" or (1) – 36" – GEOTEXTILE JOINT-EARTH 10. SUBGRADE UNDERCUTTING, INCLUDING BACKFILLING SHALL BE PERFORMED TO REPLACE MATERIALS BOULDERS WITH 2' BATTER FILTER FABRIC SUSCEPTIBLE TO FROST HEAVING AND UNSTABLE SOIL CONDITIONS. ANY EXCAVATIONS THAT MAY (INCLUDES 6" BURY DEPTH) BE REQUIRED BELOW THE TOPSOIL IN FILL AREAS OR BELOW PROPOSED SUBGRADE IN CUT AREAS 3 LAYERS OF MIRAFI 2XT AT PEA JOB NO. 2013-023 WILL BE CLASSIFIED AS SUBGRADE UNDERCUTTING. 1.0' SPACING BY 4' LONG UNDISTURBED VEGETATION TO 4' . SUBGRADE UNDERCUTTING SHALL BE PERFORMED WHERE NECESSARY AND THE EXCAVATED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR. ANY SUBGRADE UNDERCUTTING FACE WITH COBBLES -SUPPORT FENCE -─2"x2" STAKES SUPPORT FENCE-SHALL BE BACKFILLED AS RECOMMENDED IN THE GEOTECHNICAL ENGINEERING REPORT FOR THE HMW AND BOULDERS 6" IF NECESSARY (FENCE POSTS) NON WOVEN TO 18" DIA. WRAPPED AROUND 140 N OR EQ STAKE DES. HMW 6" BURY ON BOTTOM-SEPARATION FABRIC 12. ANY SUBGRADE WATERING REQUIRED TO ACHIEVE REQUIRED DENSITY SHALL BE CONSIDERED **FRONT VIEW** PLAN VIEW BOULDER, TYP. DRAWING NUMBER: INCIDENTAL TO THE JOB. TYPICAL BOULDER WALL DETAIL "C" TYPICAL BOULDER WALL DETAIL "B" SILT FENCE DETAIL WALL HEIGHTS UP TO 4.0 WALL HEIGHTS UP TO 3.0 NOT FOR CONSTRUCTION





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|--|-------------|---------------|----------|---------------|-----------|--------------|--------------|----------------|----------------------------|
| STORMWATER MANAGEMENT SYSTEM MAINTENANCE TASKS AND SCHEDULE | System | Sumps | Inlets | Ditches | Filters | Unit | | Structures | |
| DURING CONSTRUCTION SOMPONE OWN OWN OWN OWN OWN OWN OWN | Storm Sewer | Catch Basin S | Basin | Channels & Di | Outlet | Stormwater U | Storm Basins | Overflow Struc | |
| TASKS | Sto | Cat | Catch | Cho | Basin | Sto | Sto | Ove | SCHEDULE |
| Install & maintain soil erosion control measures | | | x | х | | | | | Per plans or as required |
| Inspect for accumulated sediment | x | x | | | х | х | Χ | | Weekly or after rain event |
| Removal of accumulated sediment > 1' deep | Х | х | | Х | х | Х | Х | | As required |
| Inspect for erosion | | | | Х | | | Х | Х | Weekly or after rain event |
| Reestablish permanent & temporary controls | | | × | Х | | | Х | х | As required |
| Inspect for floatables and debris | х | х | × | | х | х | Х | х | Weekly or after rain event |
| Remove floatables and debris | x | x | × | | х | х | Х | х | As required |
| Replace Outlet Filter gravel jackets | | | | | х | | | | As required |
| Replace rip—rap or stone check dams | | | | Х | | х | Х | х | As required |
| Mowing | | | | х | | х | Х | Х | Two times, annually |
| Certified Stormwater Manager inspections | x | x | × | Х | х | Х | Х | x | Weekly or after rain event |
| Professional engineer, reporting to developer, construction observations | х | х | х | Х | х | Х | Х | x | As required |
| Modifications per engineering recommendation | x | х | X | Х | х | × | Х | x | Monthly |
| Street sweeping | | | | | | | | | As needed |
| | | | | | | | | | |
| EROSION CONTROLS AND STORMWATER MANAGEMENT SYSTEM MAINTENANCE TASKS AND SCHEDULE | er System | | n Inlets | : Ditches | t Filters | . Unit | SU | Structures | |
| POST CONSTRUCTION (RESPONSIBILITY OF THE CONDOMINIUM ASSOCIATION) | rm Sewer | ch Basin | ch Basin | nnnels & D | in Outle | rmwater | rm Basins | erflow St | |

TASKS

Inspect for erosion

Inspect for accumulated sediment

Inspect for floatables and debris

Replace Outlet Filter gravel jackets

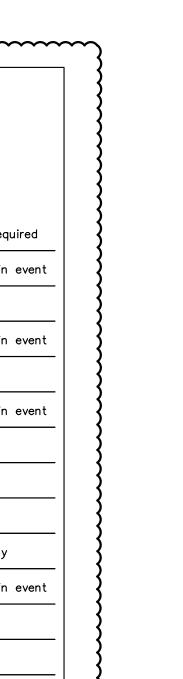
Replace rip-rap or stone check dams

Remove floatables and debris

Vegetation and animal control

Removal of accumulated sediment > 1' deep

Reestablish permanent controls, eroded areas



Annually

Annually

Annually

X X X X X As required

As required

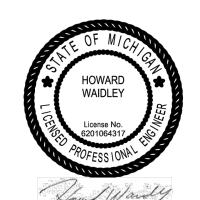
As required

As required

Two times, annually

Annually, or as required

5 years or as required



GROUP

t: 844.813.2949

www.peagroup.com





CAUTION!! THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT

A.R. BROUWER **COMPANY** 2830 BAKER RD. #100 DEXTER, MICHIGAN, 48130

PROJECT TITLE

DEXTER SENIOR CENTER PART OF THE S 1/4 OF SECTION 6, T.2S., R.5E CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

| REVISIONS | |
|--------------------|----------|
| PER CITY REVIEWS | 4/30/202 |
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| ORIGINAL ISSUE DAT | E: |

CIVIL DETAILS

MARCH 1, 2024 DRAWING TITLE

| PEA JOB NO. | 2013-023 |
|-------------------|----------|
| P.M. | JC |
| DN. | HMW |
| DES. | HMW |
| DDAWING NI IMBED: | |

NOTE: LANDSCAPING IS ANTICIPATED TO BE INSTALLED IN FALL OF 2024 OR SPRING OF 2025.

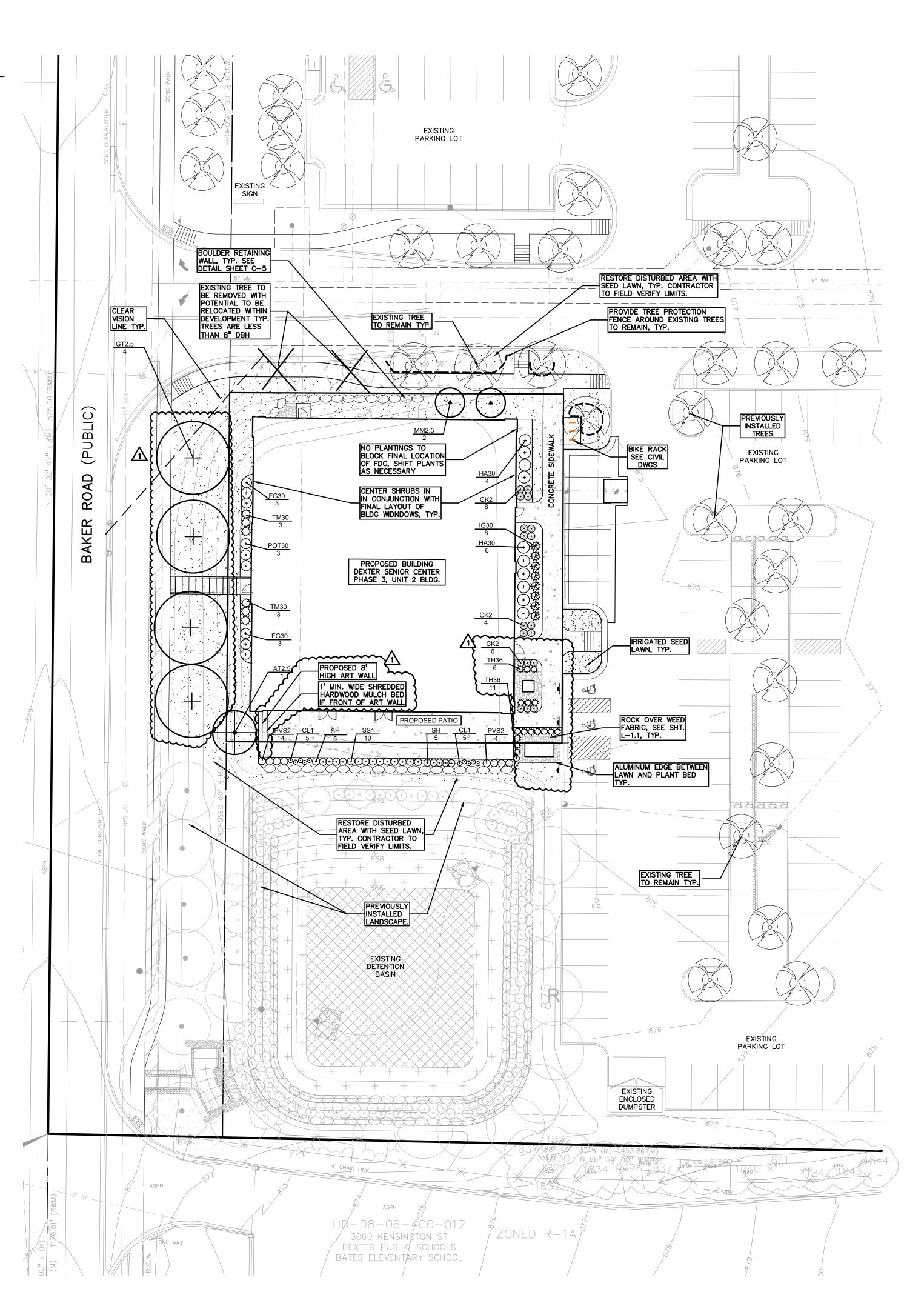
| CODE Q1 | Y BOTANICAL / COMMON NAME | SIZE | CONTAINER | SPACING |
|----------------------|---|-----------|-----------|----------|
| DECIDUOU | STREES | | | |
| AT2.5 1 | ASIMINA TRILOBA / PAWPAW | 2.5" CAL. | B&B | PER PLAN |
| GT2.5 4 | GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE' / SKYLINE® HONEY LOCUST | 2.5" CAL. | B&B | PER PLAN |
| 5 | SUBTOTAL: | | | |
| ORNAMEN ⁻ | AL TREES | | | |
| MM2.5 2 | MALUS X 'JARMIN' / MARILEE® CRABAPPLE | 2.5" CAL. | B&B | PER PLAN |
| 2 | SUBTOTAL: | | | |
| SHRUBS | | | | |
| FG30 6 | FOTHERGILLA GARDENII / DWARF FOTHERGILLA | 30" HT. | CONT. | 4` O.C. |
| HA3010 | HYDRANGEA ARBORESCENS 'ANNABELLE' / ANNABELLE HYDRANGEA | 30" HT. | CONT. | 4` O.C. |
| IG30 (8 | ILEX GLABRA 'SHAMROCK' / SHAMROCK INKBERRY HOLLY | 30" HT. | CONT. | 36"O.C. |
| POT30 | PHYSOCARPUS OPULIFOLIUS 'TINY WINE' / TINY WINE NINEBARK | 30"HT. | CONT. | 42" O.C. |
| TM30 _ 6_ | TAXUS X MEDIA 'DENSIFORMIS' / DENSE ANGLO-JAPANESE YEW | 30" HT. | CONT. | 36"O.C. |
| TH36 | TAXUS X MEDIA 'HICKSII' / HICKS ANGLO-JAPANESE YEW | 36" HT. | CONT. | 36"O.C. |
| 50 | SUBTOTAL: | | | |
| GRASSES | | | | |
| CL1 10 | CHASMANTHIUM LATIFOLIUM / NORTHERN SEA OATS | 1 GAL. | CONT. | 18"O.C. |
| PVS2 8 | PANICUM VIRGATUM 'SHENANDOAH' / SHENANDOAH SWITCH GRASS | 1 GAL. | POT | 30" O.C. |
| SS1 10 | SCHIZACHYRIUM SCOPARIUM 'THE BLUES' / THE BLUES LITTLE BLUESTEM | 1 GAL. | CONT. | 2` O.C. |
| SH 10 | SPOROBOLUS HETEROLEPIS / PRAIRIE DROPSEED | 1 GAL. | CONT. | 2` O.C. |
| 38 | SUBTOTAL: | | | |

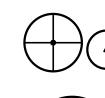
CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER' / KARL FOERSTER FEATHER REED GRASS 1 GAL.

TRANSPLANTED MATERIAL GUIDELINES 2 POTENTIAL TREES TO BE RELOCATED NORTH SIDE OF BLDG NEAR CURB, TO ALLOW FOR NEW SIDEWALK. TREES ARE LESS THAN 8" DBH. OWNER TO PROVIDE DIRECTION OF NEW LOCATION WITHIN DEVELOPMENT.

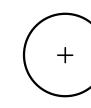
- ALL TRANSPLANTED TREES SHALL BE FROM ON-SITE. TREES MAY BE REJECTED FOR REASONS OF INSECT INFESTATION, DISEASE OR TREE DAMAGE.
 THE ROOT BALL OF ANY TRANSPLANTED TREE
- SHALL MEASURE 1 FOOT FOR EACH INCH OF TRUNK DIAMETER MEASURED 12" ABOVE THE IF THERE IS AN OPTION BETWEEN IMMEDIATELY TRANSPLANTING OR TEMPORARILY STOCKPILING
- TREES, TREES SHOULD BE IMMEDIATELY TRANSPLANTED IF TREES ARE TO BE STORED, THEY SHALL BE BURLAPPED AND HEELED IN WITH MULCH IN A PRE-DETERMINED AREA PROVIDED BY CONTRACTER.
- THE TREES SHALL BE PROVIDED WITH ACCESSIBLE WATER TO ENSURE THEIR
- VIABILITY DURING STORAGE. TREES TRANSPLANTED IN CLOSE PROXIMITY TO CONSTRUCTION AREAS ARE TO HAVE TREE PROTECTION FENCING INSTALLED AT THEIR DRIP LINE.

.....



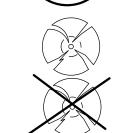


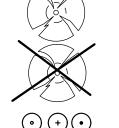
= ON-SITE DECIDUOUS TREES



= STREET TREE, DECIDUOUS

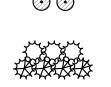
= EXISTING TREES





= EXISTING TREES TO BE REMOVED

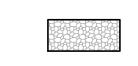
= IRRIGATED DECIDUOUS SHRUBS



= IRRIGATED EVERGREEN SHRUBS



=IRRIGATED SEED LAWN



SEE DETAIL SHEET L-1.1 = TREE PROTECTION FENCE

= ROCK OVER WEED FABRIC

NOTE; ALL LANDSCAPE ARES WILL BE IRRIGATED. IRRIGATION PLAN WILL BE SUBMITTED TO THE TOWNSHIP PRIOR TO LANDSCAPE INSTALLATION. LANDSCAPING IS ANTICIPATED TO BE INSTALLED IN FALL OF 2024 OR

LANDSCAPE REQUIREMENTS

SPRING OF 2025.

SECTION 6.07 - ON-SITE LANDSCAPING

5% OF THE TOTAL SITE SHALL BE PROVIDED AS LANDSCAPED AREA 1 DECIDUOUS TREE OR 1 ORNAMENTAL TREE OR 1 EVERGREEN TREE / 400 SF 1 SHRUB / 250 SF

REQUIRED: PHASE 3, UNIT 2, DEVELOPED AREA = 13,812 SF 13,812 SF * 5% = 691 SF REQUIRED 691 SF / 400 SF = 2 TREES MIN. 691 SF / 250 SF = 3 SHRUBS MIN

PROPOSED: 3 PROPOSED TREES, FOUNDATION SHRUBS AND PERENNIAL GRASSES SIMILAR TO PREVIOUSLY APPROVED PLAN

SECTION 6.09 - STREET TREE PLANTING

REQUIRED: 1 TREE / 40 LF OF FRONTAGE ON PUBLIC STREET BAKER ROAD = 132 LF 132 LF / 40 LF = 4 TREES

PROPOSED: 4 TREES

GENERAL PLANTING NOTES:

- LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH
- 2. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO
- . ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
- 4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
- 5. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
- 6. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
- . ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
- 8. ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
- 9. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
- 10. ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
- 1. NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
- 12. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL. 13. IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM
- ALL BUILDINGS. 14. ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED

PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.

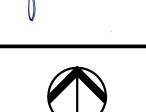
PLANTING PROCEDURES AND WARRANTY STANDARDS.

- 15. ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
- 16. SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS,
- 17. FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
- 18. CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF DRAWINGS CONFLICT WITH BUILDING OVERHANGS.
- 19. TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY/ DIRECTION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.
- 20. ALL LANDSCAPE AREAS WILL BE IRRIGATED. IRRIGATION PLAN WILL BE SUBMITTED TO THE TOWNSHIP PRIOR TO LANDSCAPE INSTALLATION.



t: 844.813.2949 www.peagroup.com

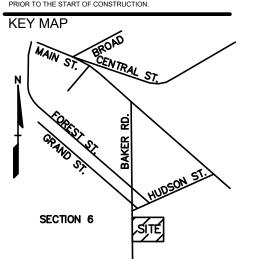








CAUTION THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUN UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOI THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



DAN HOEY RD.

A.R. BROUWER COMPANY 2830 BAKER RD. #100 DEXTER, MICHIGAN, 48130

PROJECT TITLE

DEXTER SENIOR CENTER

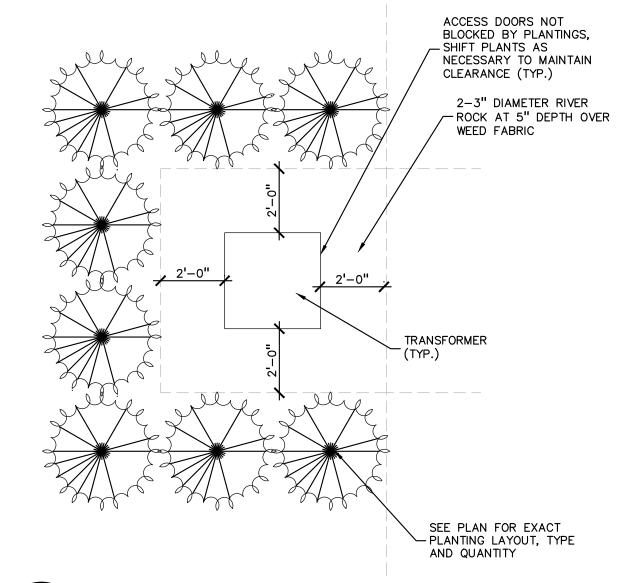
PART OF THE S 1/4 OF SECTION 6, T.2S., R.5E CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

REVISIONS PER CITY REVIEWS

ORIGINAL ISSUE DATE: MARCH 1, 2024

DRAWING TITLE PHASE 3 LANDSCAPE **PLAN**

PEA JOB NO. 2013-023 CAL JLE DRAWING NUMBER:



TRANSFORMER SCREENING DETAIL-FOR ACCESS REF. ONLY SCALE: 1'' = 3'-0''

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, LINE OF PROTECTED TREES NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL

BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP

TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE ALL UTILITY SERVICE REQUESTS MUST INCLUDE

OCCUR OUTSIDE OF THE PROTECTIVE FENCING TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE

TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS

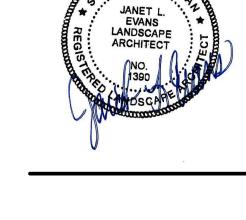
PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF

FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE TREE MEASURED AT 4.5' ABOVE GROUND

4'HIGH PROTECTIVE FENCING

- EXISTING SOIL

WITH STEEL POSTS - 10' O.C.



GROUP

t: 844.813.2949

www.peagroup.com

TREE PROTECTION DETAIL SCALE: 1'' = 3'-0''



THE LOCATIONS!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CAUTION!!

PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1-2" HIGHER IF IN POORLY DRAINED SOILS SECTION 6 DO NOT COVER TOP OF ROOTBALL DAN HOEY RD.

> CLIENT A.R. BROUWER

COMPANY DEXTER, MICHIGAN, 48130

PROJECT TITLE

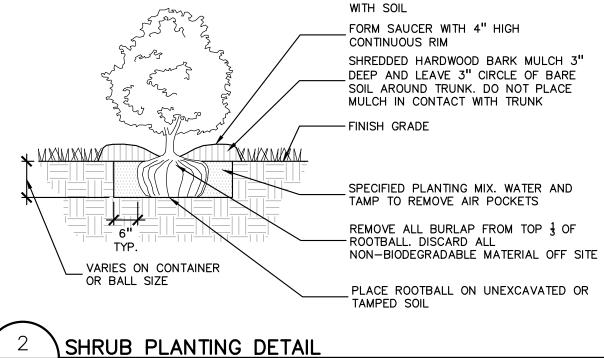
REVISIONS

PER CITY REVIEWS

DEXTER SENIOR CENTER

PART OF THE S $\frac{1}{4}$ OF SECTION 6, T.2S., R.5E CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

4/23/2024



PERMALOC ALUMINUM EDGING OR APPROVED EQUAL WITH BLACK FINISH -BED MEDIA - COMPACTED SUBGRADE SPECIFICATIONS FOR LANDSCAPE BED EDGING:

LANDSCAPE BED EDGING SHALL BE ALUMINUM AS MANUFACTURED BY PERMALOC 1.800.356.9660 8' OR 16' SECTIONS SHALL BE USED WITH ONE STAKE PER 38" OF

- FACE OF BUILDING / SIGN / CURB

2"-3" DIA. RIVER ROCK

GRAY FILTER FABRIC TO

CONCEALED WITH STONE

HEAVY DUTY ALUMINUM

SUBGRADE, COMPACT TO _ 95% MAX. DRY UNIT DENSITY (PER ASTM 0-1557)

AT 5" DEPTH

-BE COMPLETELY

EDGE - BLACK

EDGING SHALL BE $\frac{3}{16}$ " THICK X 4" DEPTH WHEN ADJ. TO MULCH AND THICK X 5 1" DEPTH WHEN ADJ. TO ROCK, FINISH: BLACK DURAFLEX MEETING AAMA 2603

STAKE SHALL SECURELY ENGAGE EDGING AND SHALL BE ENTIRELY BELOW TOP SURFACE OF EDGING EDGING SHALL HAVE A MINIMUM OF 2" OF INTERLOCKING OVERLAP

BETWEEN SECTIONS INSTALL AS PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING $\frac{1}{4}$ " ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON BOTH SIDES OF EDGING TO MAINTAIN STABILITY

ALUMINUM EDGE DETAIL SCALE: 1/2'' = 1'-0''

SEE PLAN

RIVER ROCK EDGE DETAIL

SCALE: $1 \frac{1}{2}$ " = 1'-0"

VARIES PER SPECIES SEE

PLAN FOR

VARIES PER

SPECIES SEE

PLAN FOR QUANTITY

PLANT PERENNIALS EQUAL DISTANCE IN

UNLESS NOTED OR GRAPHICALLY SHOWN

ALL SPACING IS TO BE TRIANGULAR

3" SHREDDED BARK MULCH. DO NOT

PILE MULCH AGAINST PLANT STEMS

SHOVEL CUT EDGE OR ALUMINUM

EDGING AS INDICATED ON PLAN

- SPECIFIED PLANTING MIX

NOTE: REMOVE ALL CONTAINERS PRIOR

ALL DIRECTIONS

OTHERWISE

TO PLANTING

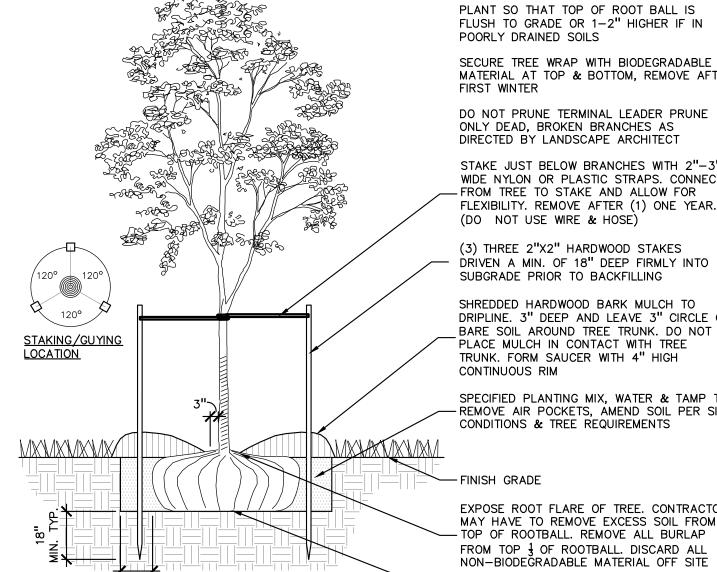
QUANTITY

PLAN VIEW

SECTION VIEW

SCALE: 1'' = 2' - 0''

PERENNIAL PLANTING DETAIL



SCALE: 1'' = 2'-0''

SCALE: 1'' = 3'-0''

MATERIAL AT TOP & BOTTOM, REMOVE AFTER FIRST WINTER DO NOT PRUNE TERMINAL LEADER PRUNE ONLY DEAD, BROKEN BRANCHES AS DIRECTED BY LANDSCAPE ARCHITECT STAKE JUST BELOW BRANCHES WITH 2"-3"

WIDE NYLON OR PLASTIC STRAPS. CONNECT FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE)

(3) THREE 2"X2" HARDWOOD STAKES DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING

SHREDDED HARDWOOD BARK MULCH TO DRIPLINE. 3" DEEP AND LEAVE 3" CIRCLE OF ORIGINAL ISSUE DATE: BARE SOIL AROUND TREE TRUNK. DO NOT MARCH 1, 2024 PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH DRAWING TITLE LANDSCAPE

CONTINUOUS RIM SPECIFIED PLANTING MIX, WATER & TAMP TO - REMOVE AIR POCKETS, AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS

-FINISH GRADE EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM - TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP 3 OF ROOTBALL. DISCARD ALL NON-BIODEGRADABLE MATERIAL OFF SITE

_ PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL DECIDUOUS TREE PLANTING DETAIL

DETAILS PEA JOB NO. 2013-023

DN. CAL DES. JLE DRAWING NUMBER:

P.M.

NOT FOR CONSTRUCTION

GENERAL LANDSCAPING REQUIREMENTS

- 1.0 GENERAL
- 1.1.1 Includes But Not Limited To
- 1. General procedures and requirements for Site Work.
- PRODUCTS Not Used
- 3.0 EXECUTION
- PREPARATION
- Protection

- A. Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways.
- B. Remove spillage and sweep, wash, or otherwise clean project, streets, and highways.
- 2. Erosion Control
- A. Take precautions necessary to prevent erosion and transportation of soil downstream, to adjacent properties, and into on-site or off-site drainage systems.
- B. Develop, install, and maintain an erosion control plan if required by
- C. Repair and correct damage caused by erosion.
- Existing Plants And Features:
- A. Do not damage tops, trunks, and roots of existing trees and shrubs on site which are intended to remain.
- B. Do not use heavy equipment within branch spread. Interfering branches may be removed only with permission of Landscape
- C. Do not damage other plants and features which are to remain.
- 3.1.2 If specified precautions are not taken or corrections and repairs made promptly, Owner may take such steps as may be deemed necessary and deduct costs of such from monies due to Contractor. Such action or lack of action on Owner's part does not relieve Contractor from responsibility for proper protection of the Work.

END OF SECTION

LANDSCAPING PREPARATION

- 1.0 GENERAL
- 1.1.1 Includes But Not Limited To
- General landscape work requirements.

SUMMARY

- Comply with all applicable local, state and federal requirements, regarding materials, methods of work, and disposal of excess and waste materials.
- Obtain and pay for all required inspections, permits, and fees.
- Provide notices required by governmental authorities.
- Locate and identify existing underground and overhead services and utilities within contract limit work areas. (Call Miss Dig: 1-800-482-7171 in
- Provide adequate means to protect utilities and services designated to
- Repair utilities damaged during site work operations at Subcontractor's
- When uncharted or incorrectly charted underground piping or other utilities and services are encountered during site work operations, notify the applicable utility company immediately to obtain procedure directions. Cooperate with the applicable utility company in maintaining active services in
- 1.3.5 Locate, protect, and maintain benchmarks, monuments, control points and project engineering reference points. Re-establish disturbed or destroyed items at Subcontractor's expense.
- 1.3.6 Perform landscape work operations and the removal of debris and materials to assure minimum interference with streets, walks, and other adjacent
- Obtain governing authorities' written permission when required to close or obstruct streets, walks and adjacent facilities. Provide alternate routes around closed or obstructed traffic ways when required by governing
- Protect and maintain street lights, utility poles and services, traffic signal control boxes, curb boxes, valves and other services, except items designated
- The General Contractor will occupy the premises and adjacent facilities during the entire period of construction. Perform landscape work operations to minimize conflicts and to facilitate General Contractor's use of the premises and conduct of his normal operations.
- 🕅 1.3.10 Perform landscape preparation work before commencing landscape construction.
- Provide necessary barricades, coverings and protection to prevent damage to existing improvements indicated to remain.
- \$1.3.12 Protect existing trees scheduled to remain against injury or damage including cutting, breaking or skinning of roots, trunks or branches, smothering by stockpiled construction materials, excavated materials or vehicular traffic
- PRODUCTS
- MATERIALS/EQUIPMENT
- ₩2.1.1 As selected by the General Contractor, except as indicated.
- 1. Tree protection:
 - A. Wood fencing Snow fencing 4' height.
- B. Posts Steel fence post.
 - C. Herbicide for lawn restoration "Round—up" by Monsanto.
- EXECUTION
- **EXISTING UTILITIES**
- Call "MISS DIG" 811 before construction begins. Information on the drawings related to existing utility lines and services is from the best sources presently available. All such information is furnished only for information and is not guaranteed. Excavate test pits as required to determine exact locations of existing utilities.
- CLEARING
- Locate and suitably identify trees and improvements indicated to remain.
- ²3.2.2 Fencing∕soil erosion fence is to be installed.
- Ξ 3.2.3 Any equipment that compacts the soil in the areas of existing trees is not
- 53.2.4 Protect trees scheduled to remain with 4' high snow fence per plans.

- 3.2.5 No vehicular traffic is permitted beneath drip line at any time. All lawn areas are to be worked by hand.
- 3.2.6 Clear and grub areas within contract limits as required for site access and
- 3.2.7 Remove trees, plants, undergrowth, other vegetation and debris, except items
- 3.2.8 Treat planting and lawn areas as required with herbicide per manufacturer recommendations to kill existing vegetation prior to planting, seeding and
- 3.2.9 Remove stumps and roots to a clear depth of 36" below subgrades. Remove stumps and roots to their full depth within 5'0" of underground
- structures, utility lines, footings, and paved areas. DISPOSAL OF WASTE MATERIALS
- Stockpile, haul from site and legally dispose of waste materials and debris. Accumulation is not permitted.
- 3.3.2 Maintain disposal routes, clear, clean and free of debris.

3.3.3 On site burning of combustible cleared materials is not permitted.

- Upon completion of landscape preparation work, clean areas within contract limits, remove tools and equipment. Site to be clear, clean and free of materials and debris and suitable for site work operations.
- 3.3.5 Materials, items and equipment not scheduled for reinstallation or salvaged for the General Contractor are the property of the Landscape Contractor. Remove cleared materials from the site as the work progresses. Storage and sale of Landscape Contractors salvage items on site is not permitted.

- FINISH GRADING AND TOPSOIL PLACEMENT
- 1.0 GENERAL
- SUMMARY
- 1.1.1 Includes But Not Limited To
- 1. Perform finish grading and topsoil placement required to prepare site for installation of landscaping as described in Contract Documents.
- 1.2 SUBMITTALS
- 1.2.1 Quality Assurance
 - 1. Submit test on imported topsoil and on site stockpiled topsoil by independent licensed testing laboratory prior to use. Imported topsoil shall meet minimum specified requirements and be approved by Landscape Architect prior to use.
- 2. Provide and pay for testing and inspection during topsoil operations. Laboratory, inspection services, and Soils Engineer shall be acceptable to the Landscape Architect.
- 3. Submit report stating location of source of imported topsoil and account of recent use.
- 4. Test for pH factor, mechanical analysis, and percentage of organic
- 5. Submit test reports to General Contractor.
- 6. Sub-Contractor, or testing agency to make recommendations on type of quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.
- 1.3 QUALITY ASSURANCE
- Participate in pre-installation meeting with Landscape Architect.
- 1.4 PROJECT CONDITIONS
- 1.4.1 Also see Landscape Preparation Section.
- 1.4.2 Protect existing trees, plants, lawns, and other features designated to remain as part of the landscaping work.
- 1.4.3 Promptly repair damage to adjacent facilities caused by topsoil operations. Cost of repair at Subcontractor's expense.
- 1.4.4 Promptly notify the General Contractor and Landscape Architect of unexpected subsurface conditions.
- PRODUCTS
- MATERIALS 2.1
- Topsoil: supplied and stockpiled topsoil proposed for use must meet the testing criteria results specified. Topsoil must conform to adjustments and recommendations from the soil test and by the Landscape Architect.
- 2.1.2 Existing topsoil: existing topsoil from on-site stockpile shall be utilized. All processing, cleaning, and preparation of this stored topsoil to render it acceptable for use is the responsibility of the Subcontractor.
- Provide additional topsoil as required to complete the job. Topsoil must meet testing criteria results specified.
- All processing, cleaning, and preparation of this supplied topsoil to render it acceptable for use is the responsibility of the Subcontractor. Supplied and stockpiled topsoil, shall be fertile, friable, dark in color and
- representative of local productive soil, capable of sustaining vigorous plant growth and free of clay lumps, subsoil, noxious weeds or other foreign matter such as stones of 1" in any dimension, roots, sticks, and other extraneous material: not frozen or muddy. PH of soil range between 5.0
- 2.1.6 Soil shall not contain more than 2 percent of particles measuring over 2.0 mm in largest size
- Prepared topsoil shall be used in planting mixtures as specified in Trees, Plants, and Ground Cover; all beds prepared as specified
- 3.0 EXECUTION
- 3.1 EXAMINATION
- Do not commence work of this Section until grading tolerances specified are
- PREPARATION 3.2
- Prior to grading, dig out weeds from planting areas by their roots and remove from site. Before placing top soil in landscape areas, remove rocks larger than 1 inch in any dimension and foreign matter such as building rubble, wire, cans. sticks, concrete, etc.
- 3.2.3 Prior to placing topsoil, remove any imported base material present in planting areas down to natural subgrade or other material acceptable to Landscape Architect.
- 3.3 PERFORMANCE
- 3.3.1 Site Tolerances
- 1. Total Topsoil Depth
- - A. Lawn And Groundcover Planting Areas 3 inches minimum compacted.
 - B. Shrub Planting Areas 12 inches minimum throughout entire
- 2. Elevation of topsoil relative to walks or curbs -
- A. Seeded Lawn Areas 1/4 inch below
- B. Sodded Lawn Areas 1 1/2 inches below
- C. Shrub And Ground Cover Areas 3 inches below
- 3.3.2 Do not expose or damage existing shrub or tree roots. Redistribute approved existing top soil stored on site as a result of rough grading. Remove organic material, rocks and clods greater than 1 inch in

surface to specified elevation relative to walk or curb.

any dimension, and other objectionable materials. Provide additional

approved imported topsoil required for specified topsoil depth and bring

contouring before planting. Regardless of finish grading elevations indicated, it is intended that grading be such that proper drainage of surface water away from buildings will occur and that no low areas are created to allow ponding. Subcontractor to consult the General Contractor and Landscape Architect regarding variations in grade elevations before rough grading is completed.

Berming to be free flowing in shape and design, as indicated, and to blend

Landscape Architect or General Contractor's representative to verify final

into existing grades gradually so that the toe of slope is not readily visible.

3.3.4 For trees, shrubs, ground cover beds and plant mix for beds see Exterior

- Slope grade away from building for 12 feet minimum from walls at slope of 1/2 inch per ft minimum unless otherwise noted. High point of finish grade nt building foundation shall be 6 inches minimum below finish floor level. Direct surface drainage in manner indicated on Drawings by molding surface to facilitate natural run-off of water. Fill low spots and pockets with top
- 3.3.9 Rake all topsoil to remove clods, rocks, weeds, and debris.
- 3.3.10 Grade and shape area to bring surface to true uniform planes free from irregularities and to provide proper drainage and slopes per plans.

Plants section.

3.3.5 Provide earth berming where indicated on Plans.

soil and grade to drain properly.

Upon completion of topsoil operations, clean areas within contract limits, remove tools, equipment, and haul all excess topsoil off-site. Site shall be clear, clean, free of debris, and suitable for site work operations.

END OF SECTION

- LAWN SEEDING
- GENERAL
- 1.1 SUMMARY

Includes But Not Limited To

- 1. Furnish and install seeded lawn as described in Contract Documents.
- 1.2 SUBMITTALS
- Submit seed vendor's certification for required grass seed mixture, indicating percentage by weight, and percentage of purity, germination, and weed seed
- 1.3 DELIVERY AND STORAGE
- Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent
- 1.4 PROJECT CONDITIONS
- 1.4.1 See landscape preparation section.

wettina and deterioration.

- Work notification: Notify Landscape Architect of General Contractor's representative at least seven (7) working days prior to start of seeding
- 1.4.3 Protect existing utilities, paving, and other facilities from damage caused by seeding operations.
- 1.4.4 Perform seeding work only after planting and other work affecting ground
- surface has been completed. 1.4.5 Provide hose and lawn watering equipment as required.
- The irrigation system will be installed prior to seeding. Locate, protect, and maintain the irrigation system during seeding operations. Repair irrigation system components damaged during seeding operations at the
- Sub-Contractor's expense. WARRANTY
- 1.5.1 See Landscape Maintenance and Warranty Section
- PRODUCTS
- MATERIALS 2.1.1 Topsoil for Seeded Areas: See Topsoil Placement and Drawings.
- 2.1.2 Lawn seeded areas: Fresh, clean and new crop seed mixture. Mixed by
- Seed mixture composed of the following varieties, mixed to the specified proportions by weight and tested to minimum percentages of purity and
- Irrigated Lawn Seed Mixture proportioned by volume as indicated below:

| SEED TYPE | PROPORTION | PURITY | GERMINATION |
|--------------------|------------|--------|-------------|
| Kentucky Bluegrass | 50% | 90% | 75% |
| Penn Lawn Fescue | 30% | 95% | 80% |
| Annual Rvearass | 20% | 95% | 80% |

- 2.1.5 Non-Irrigated Seed Mixture proportioned by volume as indicated below: PROPORTION PURITY GERMINATION
 60% 90% 85%
- Kentucky 28# Common Bluegrass 20% 90% 90% Pennfine Perennial Rye 20% 90% 90% 2.1.6 Fertilizer: granular, non burning product composed of not less that 50% organic slow acting, quaranteed analysis professional fertilizer.
- than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20% mesh

Ground Limestone: Used if required by soil test report: Containing not less

- 2.1.8 Straw Mulch: Used in crimping process only. Clean oat or wheat straw well seasoned before bailing, free from mature seed—bearing status, or roots of
- Water: Free of substance harmful to seed growth. Hoses or other methods to transpiration furnished by Sub Contractor.
- EXECUTION
- INSPECTION Landscape Architect or General Contractor's representative must approve finish surfaces, grades, topsoil quality and depth. Do not start seeding work
- until unsatisfactory conditions are corrected. PREPARATION
- 3.2.1 SURFACE PREPARATION
 - 1. Seven days maximum prior to seeding, -
 - label direction to kill existing vegetation prior to seeding. B. Loosen topsoil areas to minimum depth of 4", dampen thoroughly,

A. Treat Lawn areas if required with "Round-Up" by Monsanto, per

- and cultivate to properly break up clods and lumps. C. Rake area to remove clods, rocks, weeds, roots, debris, and stones
- over 1" in any dimension. D. Grade lawn areas to smooth, free draining even surface with a loose, moderately coarse texture. Roll and rake, remove ridges, and fill depressions as required to drain.
- than 6.0 no more that 6.8. Distribute evenly by machine and incorporate thoroughly into topsoil. F. Apply fertilizers to indicated turf areas at a rate equal to 1 lb. of

E. Apply limestone to supplied topsoil if required by soil test report at

rate determined by the soil test, to adjust pH of topsoil to not less

actual nitrogen 1,000 sq. ft. (43 lbs / acre). G. Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with soil to a depth of 1" by approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil.

- H. After lawn areas have been prepared, take no heavy objects over them except lawn rollers
- After preparation of lawn areas and with topsoil in semi-dry condition, roll lawn planting areas in two directions at approximately right angles with water ballast roller weighing 100 to 300 lbs according to soil type.
- J. Rake or scarify and cut or fill irregularities that develop as required until area is true and uniform, free from lumps, depressions, and
- K. Restore prepared areas to specified condition if eroded, settled or otherwise disturbed after fine grading and prior to seeding.
- 3.3 INSTALLATION
- 3.3.1 SEEDING
 - Seed lawns only between April 1, and June 1, and fall seeding between August 15, and October 15, or at such other times acceptable to Landscape Architect.
 - 2. Seed immediately after preparation of bed. Seed indicated areas within contract Limits and areas adjoining contract limits disturbed as a result
 - 3. Perform seeding operations when the soil is dry and when the winds do
 - not exceed five(5) miles per hour velocity. 4. Apply seed with a rotary or drop type distributor. Install seed evenly by sowing equal quantities in two (2) directions, at right angles to each
 - 5. Sow seed at a rate of 300 lbs./acre.

approved spraving machine.

underlying soil.

- 6. After seeding, rake or drag surface of soil lightly to incorporate seed into top 1/8" of soil. Roll with light lawn roller.
- 7. Provide soil erosion planting mat where grade conditions required to stabilize the planting area.
- 3.3.2 HYDRO—SEEDING 1. Hydro-seeding: The application of grass seed and a wood cellulose fiber mulch tinted green shall be accomplished in one operation by use of an
 - A. Mix seed, fertilizer, and wood cellulose fiber in required amount of water to produce a homogeneous slurry. Add wood cellulous fiber after seed, water, and fertilizer have been thoroughly mixed and
 - B. For hydro-seeding, wood cellulose fiber shall be used. Silva-Fiber Mulch by Weyerhaeuer Company, Tacoma, WA (800-443-9179).

apply at the rate of 200 pounds per acre dry weight.

C. Hydraulically spray material on ground to form a uniform cover impregnated with grass seed. D. Immediately following application of slurry mix, make separate

application of wood cellulose mulch at the rate of 1,000 pounds, dry

E. Apply cover so that rainfall or applied water will percolate to

- 1. Place straw mulch on seeded areas within 24-hours after seeding.
- 2. Place straw mulch uniformly in a continuous blanket at a rate of 2-1/2 tons per acre, or two (2) 50 lb. bales per 1,000 sq. ft. of area. A mechanical blower may be used for straw mulch application when acceptable to the Landscape Architect.
- 3. Crimp straw into soil by use of a "crimper". Two passes in alternate direction required. Alternative methods on greas too small for crimpe must be approved by the Landscape Architect or Owner's Representative.
- 1. Establish dense lawn of permanent grasses, free from lumps and depressions. Any area failing to show uniform germination to be
- 2. Damage to seeded area resulting from erosion to be repaired by Sub

3. In event Sub Contractor does not establish dense lawn during first

- germination period, return to project to refertilize and reseed to establish 4. Should the seeded lawn become largely weeds after germination, Sub Contractor is responsible to kill the weeds and reseed the proposed lawn
- Perform Cleaning during installation of the work and upon completion of the

3.3.3 ESTABLISH LAWN

work to the approval of the Landscape Architect. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

reseeded: continue until dense lawn established.

areas to produce a dense turf, as specified.

3.5 MAINTENANCE

3.4 CLEANING

See Landscape Maintenance and Warranty Section.

3.6.1 See Landscape Maintenance and Warranty Section.

- END OF SECTION LAWN SODDING
- 1.0 GENERAL

1.1.1 Includes But Not Limited To

- 1.1 SUMMAR'
- 1. Furnish and install sodded lawn as described in Contract Documents. QUALITY ASSURANCE

Sod: Comply with American Sod Producers Association (ASPA) classes of sod

- Submit sod growers certification of grass species. Identify source location

Submit manufacturer's certification of fertilizer.

DELIVERY, STORAGE, AND HANDLING

1.4.1 Cut, deliver, and install sod within 24 hour period.

- Do not harvest or transport sod when moisture content may adversely affect
- Protect sod from sun, wind, and dehydration prior to installation. Do not tear, stretch, or drop sod during handling and installation.

1.4.4 Sod which dries out before installation will be rejected.

1.5 PROJECT CONDITIONS

surface has been completed.

barriers as required.

- See Landscape Preparation section.
- Work notification: Notify Landscape Architect or General Contractor's representative at least seven (7) working days prior to start of sodding
- 1.5.3 Protect existing utilities, paving, and other facilities from damage caused by Perform sodding work only after planting and other work affecting ground

1.5.5 Restrict traffic from lawn areas until grass is established. Erect signs and

- 1.5.6 Provide hose and lawn watering equipment as required.
- 1.5.7 The irrigation system will be installed prior to sodding. Locate, protect, and maintain the irrigation system during sodding operations. Repair irrigation system components damaged during sodding operations at the Subcontractor's expense.
- 1.6 WARRANTY
- 1.6.1 See Landscape Maintenance and Warranty Section.
- 2.0 PRODUCTS
- 2.1 MATERIALS
- Sod: An "approved" nursery grown blend of improved Kentucky Bluegrass
- Sod containing Common Bermudagrass, Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel, or Bramegrass weeds will not be acceptable.
- 2.1.3 Provide well rooted, healthy sod, free of diseases, nematodes and soil borne insects. Provide sod uniform in color, leaf texture, density, and free of weeds, undesirable grasses, stones, roots, thatch, and extraneous material;
- viable and capable of growth and development when planted. 2.1.4 Furnish sod, machine stripped in square pads or strips not more than 3'-0" long; uniformly 1" to 1-1/2" thick with clean cut edges. Mow sod before
- 2.1.5 Fertilizer: granular, non burning product composed of not less that 50%
- organic slow acting, guaranteed analysis professional fertilizer. 2.1.6 Type A: starter fertilizer containing 20% nitrogen, 12% phosphoric acid, and 8% potash by by weight or similar approved composition.
- 2.1.7 Ground Limestone: Used if required by soil test report: Containing not less than 85% of total carbonates and ground to such fineness that 50% will pass through a 100 mesh sieve and 90% will pass through a 20% mesh
- 2.1.8 Stakes: softwood, 3/4" x 8" long. Water: Free of substance harmful to seed growth. Hoses or other methods
- to transpiration furnished by Sub Contractor. 2.1.10 Topsoil: see Topsoil Placement section
- 3.0 EXECUTION

3.2 PREPARATION

- INSPECTION
- 3.2.1 Surface Preparation:

3.1.1 Landscape Architect or General Contractor's representative must approve

until unsatisfactory conditions are corrected.

1. Seven days maximum prior to sodding, -

incorporate thoroughly into topsoil.

a. Treat Lawn areas if required with herbicide per manufacturer recommendations to kill existing vegetation prior to sodding.

Loosen topsoil areas to minimum depth of 4", dampen thoroughly,

Grade lawn areas to smooth, free draining even surface with a

than 6.0 no more that 6.8. Distribute evenly by machine and

Apply fertilizers to indicated turf areas at a rate equal to 1 lb. of

loose, moderately coarse texture. Roll and rake, remove ridges, and

finish surfaces, grades, topsoil quality and depth. Do not start sodding work

- and cultivate to properly break up clods and lumps. c. Rake area to remove clods, rocks, weeds, roots, debris, and stones over 1" in any dimension.
- fill depressions as required to drain. Apply limestone to supplied topsoil if required by soil test report at rate determined by the soil test, to adjust pH of topsoil to not less
- actual nitrogen 1,000 sq. ft. (43 lbs / acre). Apply fertilizers by mechanical rotary or drop type distributor, thoroughly and evenly incorporated with soil to a depth of 1" by
- approved method. Fertilize areas inaccessible to power equipment with hand tools and incorporate into soil. h. After lawn areas have been prepared, take no heavy objects over them except lawn rollers.

After preparation of lawn areas and with topsoil in semi-dry

otherwise disturbed after fine grading and prior to sodding.

Rake or scarify and cut or fill irregularities that develop as required

until area is true and uniform, free from lumps, depressions, and

- condition, roll lawn planting areas in two directions at approximately right angles with water ballast roller weighing 100 to 300 lbs.
- k. Restore prepared areas to specified condition if eroded, settled or

ensure contact with sub grade.

3.5.1 See Landscape Maintenance and Warranty Section.

- Dampen dry soil prior to sodding.
 - INSTALLATION 1. Lay sod to form a solid mass with tightly fitted joints. Butt ends and

sides of sod strips. Do not overlay edges. Stagger strips to offset

ioints in adjacent course. Remove excess sod to avoid othering of

3. Install initial row of sod in a straight line, beginning at the bottom of

4. Peg sod on slopes greater than 3 to 1 or in centerline of swales to

adjacent grass. Provide sod pad top flush with adjacent curbs, sidewalks, drains, and seeded areas.

2. Do not lay dormant sod or install sod on saturated, frozen soil.

prevent slippage at a rate of 2 stakes per yard of sod.

slopes, perpendicular to direction of the sloped area. Place subsequent rows parallel to and lightly against previously installed row.

5. Water sod thoroughly with a fine spray immediately after laying to obtain

- moisture penetration through sod into top 4 inches of topsoil. 6. Roll with light lawn roller in two directions perpendicular to each other to
- 7. Install sod at indicated areas within contract limits and areas adjoining contract limits disturbed as a result of construction operations.

8. Damage to sodded area resulting from erosion to be repaired by

CLEANING

3.5

work to the approval of the Landscape Architect. Remove from site all excess materials, debris, and equipment. Repair damage resulting from sodding operations.

3.4.1 Perform Cleaning during installation of the work and upon completion of the

3.6.1 See Landscape Maintenance and Warranty Section.

MAINTENANCE

ACCEPTANCE

END OF SECTION

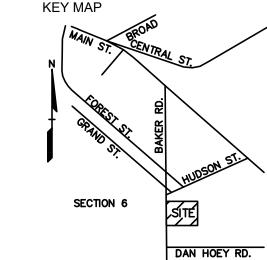


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CAUTION THE LOCATIONS AND ELEV TILITIES AS SHOWN ON THIS DRAWING ARE ONLY MPLIED AS TO THE COMPLETENESS OR ACCURACY THEREO HE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.



2830 BAKER RD. #100

CLIENT

PROJECT TITLE **DEXTER SENIOR** CENTER

T 2S R 5F

REVISIONS

PART OF THE S $\frac{1}{4}$ OF SECTION 6,

CITY OF DEXTER WASHTENAW COUNTY MICHIGAN

PER CITY REVIEWS 4/23/2024

DRAWING TITLE LANDSCAPE **SPECIFICATIONS**

ORIGINAL ISSUE DATE:

MARCH 1, 2024

CAL DES. JLE DRAWING NUMBER:

2013-023

NOT FOR CONSTRUCTION

PEA JOB NO.

EXTERIOR PLANTS

- 1.0 GENERAL
- SUMMARY
- 1.1.1 Includes But Not Limited To 1. Furnish and install landscaping plants as described in Contract
- 1.2 QUALITY ASSURANCE
- Plant names indicated, comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be dimensioned as it stands in
- 1.2.3 All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of two years.
- Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional charge. Larger plants shall not be cut back to size indicated.
- 1.2.5 Provide "specimen" plants with a special height, shape, or character of growth. Landscape Subcontractor is to tag specimen trees or shrubs at the source of supply. The Landscape Subcontractor shall inspect all plant material at source prior to Landscape Architect's approval. Landscape Subcontractor shall accompany Landscape Architect on final selection trip. The Landscape Architect will inspect specimen selections for suitability and adaptability to selected location. When specimen plants cannot be purchased locally, provide sufficient photographs of the proposed specimen plants for
- Plants may be inspected and approved at the place of growth for compliance with specification requirements for quality, size, and variety.
- Approval of plant selection at the place of growth shall not impair the right of inspection and rejection upon delivery at the site or during progress of the work.
- Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. Submit test results to Landscape Architect prior to starting work.
- 1.2.9 Before proceeding with work, check and verify dimensions and quantities. Report variations between Drawings and site to Landscape Architect before proceeding with work of this section.
- 1.2.10 Plant totals are for convenience only and are not guaranteed. Verify amounts shown on Drawings. All plantings indicated on Drawings are required
- SUBMITTALS
- Provide and pay for material testing. Testing agency shall be acceptable to the Landscape Architect. Provide the following data
 - 1. The loss of weight by ignition and moisture absorption capacity shall be tested for peat moss
- 1.3.2 Submit the following material samples to Landscape Architect:
- pre—emergent herbicides, and plant fertilizers.

1. Peat moss, shredded hardwood bark mulch, planting accessories,

- 1.3.3 Submit the following materials certification to Landscape Architect: 1. Topsoil source and ph value, peat moss, and plant fertilizer.
- DELIVERY, STORAGE, AND HANDLING

prevent wetting and deterioration.

- Deliver fertilizer materials in original, unopened and undamaged containers showing weight, analysis, and name of manufacturer. Store in manner to
- 1.4.2 Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be
- Spray deciduous plants in foliage with an approved "Anti-Desiccant" mmediately after digging to prevent dehydration.
- 1.4.4 Dig, pack, transport, and handle plants with care to ensure protection
- Inspection certificates required by law shall accompany each shipment invoice or order to stock on arrival. The certificate shall be filed with the General Contractor's representative
- 1.4.6 Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, shredded hardwood bark mulch, or in a manner acceptable to the General Contractor's representative.
- 1.4.7 Water heeled in plantings daily.
- No plant shall be bound with rope or wire in a manner that could damage or
- 1.4.9 Cover plants transported on open vehicles with a protective covering to prevent wind burn.
- 1.4.10 Frozen or muddy topsoil is not acceptable.
- PROJECT CONDITIONS
- See Landscape Preparation Section.
- Work notification: notify Landscape Architect at least seven working days prior to installation of plant material.
- Protect existing utilities, paving, and other facilities from damage caused by landscapina operations
- 1.5.4 A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the proposal form. In the event that quantity discrepancies or material omissions occur in the proposal form, Subcontractor shall notify the Landscape Architect during the proposal bidding process.
- 1.5.5 An irrigation system will be installed prior to planting. Locate, protect, and maintain the irrigation system during planting operations. Repair irrigation system components, damaged during planting operations, at the Landscape Subcontractor's expense.
- 1.5.6 The Landscape Subcontractor shall inspect existing soil conditions in all areas of the site where his operations will take place, prior to the beginning of work. It is the responsibility of the Landscape Subcontractor to notify the General Contractor's representative and the Landscape Architect in writing of any conditions which could affect the survivability of plant material to be
- 1.6 WARRANTY
- See Landscape Maintenance and Warranty Standards.
- 2.1

2.0

MATERIALS

PRODUCTS

- Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound. healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation. All plants shall have a fully developed form without voids and open spaces.
- 1. Dig balled and burlapped plants with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock". Cracked or mushroomed balls are not acceptable.
- 2. All trees shall have clay or clay loam balls. Trees with sand balls will be
- 3. Provide tree species that mature at heights over 25'-0" with a single, main trunk. Trees that have the main trunk forming a "Y" shape are not acceptable

- 4. Plants planted in rows shall be matched in form, (see specimen stock).
- 5. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
- 6. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
- 7. Evergreen trees shall be unsheared and branched to the ground.
- 8. Shrubs and small plants shall meet the requirements for spread and
- height indicated on the drawings. 9. Plant materials shall be subject to approval by the Landscape Architect
- as to size, health, quality, and character. 10. Bare root trees are not acceptable.
- 11. Provide plant materials from licensed nursery or grower.
- 2.1.2 Bare root plants: dug with adequate fibrous roots, to be covered with a uniformly thick coating of mud by being puddled immediately after they are dua or packed in moist straw or peat moss.
- Container grown stock: grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm, and whole.
 - 1. No plants shall be loose in the container.
 - 2. Container stock shall not be root bound.
 - 3. Single stemmed or thin plants will not be accepted.
 - 4. Side branches shall be generous, well twigged, and the plant as a whole
 - 5. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.
- Collected stock consists of plants growing under natural conditions in soils and climate as exist at location to be planted, in locations lending themselves to proper collecting practices. Root system (balls) to be at least twenty-five (25%) percent larger than specified for nursery grown material.
- Specimen stock: all specimen designated plantings are to be nursery grown, fully developed, excellent quality, and typical example of the species. Plants designated to be planted in rows must be matched, symmetrical, and uniform in height, spread, caliper, and branchina density.
 - 1. Matched plantings should be obtained from the same nursery and, preferably, from the same row or line. All specimen material will be approved by the Landscape Architect at nursery.
- Topsoil for planting mix: fertile, frigble, natural topsoil of loamy character. without admixture of subsoil material, obtained from a well drained arable site, reasonably free from clay, lumps, coarse sands, stones, plants, roots, sticks, and other foreign materials with acidity range of between ph 6.0-6.8 for ericaceous plants.
- Peat moss: brown to black in color, weed and seed free granulated raw
 - 1. Provide ASTM D2607 sphagnum peat moss with a ph below 6.0 for ericaceous plants.
- 2.1.8 Planting mixture Type A trees: standard planting backfill shall be a mixture of ½native soil (excavated from plant pits), ¼topsoil, and ¼sand. Add fertilizer Type "A" and "B" to planting mixture per manufacturer's requirements. Follow planting details.
- 2.1.9 Planting mixture Type B for perennial flowers, groundcover beds, and ericaceous plants: planting backfill shall be a mixture of 1/3 screened topsoil, 1/3 sand and 1/3 peat. All existing soil shall be excavated and removed. Adding fertilizer types "A" and "B" to mixture per manufacturer's requirements. Follow planting details. Planting mixture Type C for annual flower beds: same as Type "B". Submit a sample to the Landscape Architect for approval prior to installation.
- 2.1.10 Plant fertilizer Type A to be "Drimanure" applied per manufacturer recommendations
- 2.1.11 Plant fertilizer Type B to be "14-14-14". Apply per manufacturer
- 2.1.12 Bone Meal 5 lbs. per cubic yard of soil mixes.
- 2.1.13 Lime to be ground dolomitic limestone, ninety—five percent (95%) passing through #100 mesh screen. Use to adjust soil pH only, under direction of
- 2.1.14 Sand to be clean, coarse, ungraded conforming to ASTM-C-3 for fine
- 2.1.15 Anti-Desiccant: protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with Manufacturer's instructions.
- 2.1.16 Shredded bark mulch shall be double processed, dark shredded hardwood bark that is clean, free of debris and sticks. Materials shall be uniform in size, shape, and texture. Submit samples to Landscape Architect for approval prior to installation. Install mulch to finish grade, level smooth, without ridges, humps, or depressions.
- 2.1.17 Water: free of substances harmful to plant growth. Hoses or other methods of transportation shall be furnished by Sub Contractor.
- 2.1.18 Stakes for staking :(3) Three Hardwood, 2" x 2" x 8"-0" long. Driven a min. of 18" deep firmly into subgrade prior to backfilling. Stakes for guying: Hardwood, 2" x 2" x 36" long.
- 2.1.19 Guying/staking material: With 2"-3" wide fabric straps, connect from tree to stake. Remove after (1) year, allow for flexibility (do not use wire & hose).
- 2.1.20 Tree wrap: standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 lbs. per ream, cemented together with asphalt. Secure tree wrap with biodegradable material at top and bottom. Remove after first winter.
- 2.1.21 Twine: two-ply jute material.
- 2.2 MEASUREMENTS
- Measure height and spread of specimen plant materials with branches in their normal positions as indicated on Drawings or Plant List.
- 2.2.2 The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
- 2.2.3 Measurement should be average of plant, not greatest diameter. For example, plant measuring 15 inches in widest direction and 9 inches in narrowest direction would be classified as 12 inch stock.
- 2.2.4 Plants properly trimmed and transplanted should measure same in every
- 2.2.5 Measure caliper of trees 6 inches above surface of ground.
- Where caliper or other dimensions of plant materials are omitted from Plant List, plant materials shall be normal stock for type listed.
- Plant materials larger than those specified may be supplied, with prior written approval of Landscape Architect, and:
 - 1. If complying with Contract Document requirements in all other respects.
 - 2. If at no additional cost to Owner.
 - 3. If sizes of roots or balls are increased proportionately.
- 2.2.8 The height of the trees, specified by height, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated on the drawings.
- 3.0 EXECUTION
- 3.1 INSPECTION
- 3.1.1 Landscape Architect or General Contractor's representative must approve proposed planting areas and conditions of installation. Do not start planting work until unsatisfactory conditions are corrected.
- 3.1.2 Individual plant locations shall be staked on the project site by the

- Landscape Contractor and approved by the Landscape Architect before any planting pits are dug. The Landscape Architect reserves the right to adjust plant material locations to meet field conditions, without additional cost to the General Contractor / Owner.
- 3.1.3 Accurately stake plant material according to the Drawings. Stakes shall be above grade, painted a bright color, and labeled with the name of the plant material to be installed at that location.
- 3.2 TIME OF PLANTING
- Evergreen material: Plant Evergreen materials between September 1 and October 15 or in spring before new growth begins. If project requirements require planting at other times, plants shall be sprayed with anti-desiccant prior to planting operations.
- 3.2.2 Deciduous material: Plant deciduous materials in a dormant condition. If deciduous trees are planted in leaf, they shall be sprayed with anti-desiccant prior to planting operation.
- 3.2.3 Planting times other than those indicated must be acceptable to the
- Landscape Architect. 3.3 PREPARATION
- 3.3.1 General: See Landscape Preparation Section
- 3.3.2 Vegetation Removal
 - 1. Strip existing grass and weeds, including roots from all bed areas leaving the soil surface one (1") inch below finish grade
 - 2. Herbicide: as required to prepare area for new planting applied to all ground cover, evergreen and shrubbery beds and all mulch areas before application of preemergence herbicide, per manufacture's recommendations. Clean area of all dead material after five (5) days.
 - 3. Pre-Emergence Herbicide: applied per manufacturer recommendations to same area where "Herbicide" has been applied and to planting bed areas, after area is cleared of dead vegetation.
 - 4. Herbicides to be applied by licensed applicator as required by the State.
 - 5. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds. Provide plant pits per planting details. Depth of pit shall accommodate the root system. Scarify the bottom of the pit to a depth of 6".
 - 6. Roughen sides of excavations
 - 7. Provide premixed planting mixture Type "A" for use around the balls and roots of all deciduous and evergreen tree plantings.
- 3.3.3 Ground Cover Beds, Perennial Flower Beds, and Ericaceous Plant Beds
- Excavate existing soil to 12" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Set plants according to drawings and backfill entire bed with premixed planting mixture "Type B" Ground Cover shall be planted after bed has been backfilled with plant mix and mulched. Plant ground cover through mulch and into plant mix.
- 3.3.4 Mass Shrub Beds / Hedge Beds:
 - 1. Excavate existing soil to 18" depth over entire bed area and remove soil from site. Scarify bottom of the bed to a 4" depth. Set plants according to drawings and Specifications. Backfill entire bed with (premixed) specified planting mixture Type "A".
- 3.3.5 Annual Flower Beds:
 - 1. Excavate existing soil to 8" depth over entire bed area and remove soil from site. Scarify bottom of bed to a 4" depth. Backfill entire bed to an 8" depth with premixed planting mixture "Type B".
- Planting shall be performed only by experienced workman familiar with planting procedures under the supervision of a qualified supervisor.
- 3.4.2 Planting pits shall be round, with vertical sides and flat bottoms, and sized in accordance with outlines and dimensions shown on the planting details.
- 3.4.3 See drawings for planting details.
- 3.4.4 If obstructions are encountered that are not indicated, do not proceed with planting operations until alternative plant locations have been selected and approved in writing by the Landscape Architect. Where location or spacing dimensions are not clearly shown, request clarification by the Landscape
- 3.4.5 Set plant material in the planting pit to proper grade and alignment.
 - Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure.
 - 2. Set plant material so it is flush to finish grade after settling, or 1-2" higher in poorly drained soil, or as directed by Landscape Architect.
 - 3. No filling will be permitted around the trunks or stems.
 - 4. Do not cover top of root ball with soil. 5. Backfill pit with planting mixture. Do not use frozen or muddy mixtures
 - for backfilling. 6. Form a ring of soil around the edge of the planting pit to retain water.
- 3.4.6 After balled and burlapped plants are set, tamp planting mixture around of
- balls and fill all voids and remove air pockets. 3.4.7 Remove all burlap, ropes, and wires from top 1/3 of balls.
- Space ground cover plants in accordance with indicated dimensions. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants. Plant to within 12" of trunks and shrubs and to within 6" of
- Spread and arrange roots of bare rooted plants in their natural position. Work in planting mixture. Do not mat roots together. Cut all broken and
- frayed roots before installing planting mixture. 3.4.10 Water immediately after planting.
- 3.4.11 Apply pre-emergent herbicide to bed areas per manufacturer's
- recommendations before mulching.
- 3.5 MULCHING Mulch trees and shrub planting pits and shrub beds with shredded hardwood bark mulch 3" deep to dripline immediately after planting. Leave 3" circle of bare soil around tree trunk. Thoroughly water mulched areas. After watering,
- rake mulch to provide a uniform finished surface. 3.5.2 Mulch shall not be placed in contact with trunks or stems.

tall and over with metal fence post, three (3)per tree.

- 3.5.3 Mulch ground cover beds with shredded bark mulch 2" to 3" deep prior to
- 3.5.4 Plant ground cover through mulch.
- 3.6 WRAPPING, GUYING, AND STAKING
 - Inspect trees for injury to trunks, evidence of insect infestation and improper pruning before wrapping.
- 3.6.2 Wrap trunks of all trees spirally from bottom to top with specified tree wrap Stake deciduous trees under 4" caliper. Stake evergreen trees under 6'-0"
 - Stake/guy all trees immediately after installation. When high winds or other conditions which may effect tree survival or appearance occur during the warranty period, the Sub-Contractor shall immediately repair the
- 3.6.5 Guy deciduous trees 4" caliper and over. Stake evergreen trees 6'-0" tall and over with metal fence post, three (3) per tree.
- 3.6.6 All work shall be acceptable to the Landscape Architect/Owner's representative.
- 3.7 PRUNING

staking/guying.

- Remove or cut back broken, damaged, and unsymmetrical growth of new
- Multiple leader plants: preserve the leader which will best promote the symmetry of the plant. Do not prune terminal leader. Cut branches flush with the trunk of the main branch, at a point beyond a lateral shoot or bud a distance of not less than ½ the diameter of the supporting branch. Make cut on an angle.
- 3.7.3 Prune evergreens only to remove broken or damaged branches.
- 3.8 MAINTENANCE
- See Landscape Maintenance and Warranty Standards.
- 3.9 CLEANING
- Perform cleaning during installation of the work and upon completion of the work. Remove from all site excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.
- END OF SECTION

LANDSCAPE MAINTENANCE AND WARRANTY STANDARDS

- 1.0 GENERAL
- SUMMARY
- Includes But Not Limited To
 - . Provide maintenance for new landscaping as described in Contract
 - 2. The requirements of the Section include a one (1) year warranty period from date of acceptance of installation performed by the General
- Contractor's Representative and Landscape Architect.

PRODUCTS - Not Used

3.0 EXECUTION

2.0

- PERFORMANCE
 - Acceptance of Installation 1. At the completion of all landscape installation, or pre-approved portions thereof, the Landscape Subcontractor shall request in writing an inspection for Acceptance of Installation in which the Landscape

Subcontractor, Landscape Architect, and General Contractor's

the Landscape Architect.

- Representative shall be present. a. Following the acceptance inspection a punch list will be issued by
- b. Upon completion of all punch list items, the Landscape Architect and/or General Contractor's Representative shall reinspect the project and issue a written statement of Acceptance of Installation
- c. At the time of acceptance all plant material shall be of vigorous

d. It is the responsibility of the Landscape Subcontractor to make the

and establish the beginning of the Project Warranty Period.

- written request for inspection of installation in a timely fashion. e. If there is plant material loss prior to the Landscape Subcontractor's written request for inspection of installation, the Landscape Contractor shall make all replacements of this dead material at no additional cost These replacements are not considered to be the required one (1) replacement of dead plant material by the
- period, as outlined below. 2. Landscape work may be inspected for acceptance in parts agreeable to the General Contractor's Representative and Landscape Architect provided work offered for Inspection is complete, including maintenance as

Landscape Subcontractor during the one (1) year project warranty

- 3. For work to be inspected for partial acceptance, the Landscape Subcontractor shall provide a drawing outlining work completed and supply a written statement requesting acceptance of this work completed to
- 3.1.2 Project Warranty
 - 1. The Project Warranty Period begins upon written preliminary acceptance of the project installation by the Landscape Architect and General
 - 2. The Landscape Subcontractor shall guarantee trees, shrubs, ground cover beds and seeded or sodded areas through construction and for a period of one (1) year after date of Acceptance of Installation against defects including death and unsatisfactory growth, except for defects resulting from neglect, abuse or damage by others or unusual phenomena or
- incidents which are beyond Landscape Subcontractor's control.

Contractor's representative.

Landscape Architect

- 3.1.3 Maintenance During One (1) Year Project Warranty 1. To insure quarantee standards, the following maintenance procedures for trees, shrubs, and ground covers shall be executed during
 - construction and for the full Project Warranty Periods. a. Landscape Subcontractor shall be responsible for only one (1) replacement of any plant materials during the one (1) year Project Warranty Period. These include those which are dead or in the opinion of the Landscape Architect are in an unhealthy or unsightly condition, or having lost natural shape, resulting from dieback,
 - excessive pruning, or inadequate or improper maintenance as part of b. Prior to any replacements, Landscape Subcontractor shall review individual plants in question with Landscape Architect to determine
 - reason for plant demise. 2. Replacements must meet the standards specified on the Landscape plans and in the specifications, i.e. quality, species of plant material and

planting procedures to receive approval of replacement materials by

- 3. Costs for replacements are assumed part of bid quotations and therefore will not result in an additional cost to General Contractor or Landscape
- 4. Areas damaged as a result of replacement operation are to be restored by Landscape Subcontractor at no cost to the General Contractor or 5. The Landscape Subcontractor shall be responsible for watering all plantings through the warranty period and shall keep guy wires taut, raise
- the plantings free of disease and insects until the end of the warranty

tree balls which settle, furnish and apply sprays as necessary to keep

6. The Landscape Subcontractor shall remove and replace trees, shrubs or other plants found to be dead or in unhealthy condition.

a. Rejected plants and materials shall be removed promptly.

Project Warranty Period for full growing Season.

Replacements shall be made during the following normal planting c. Trees and shrubs which are in doubt shall be replaced, unless, in

the opinion of the Landscape Architect, it is advisable to extend

- 7. The Landscape Contractor shall apply anti-desiccants on evergreen trees and evergreen shrub beds within 150' of major streets and drives, no later than December 1, during the one (1) year project warranty.
- present, it shall be removed and disposed of off-site. 9. All stakes, guy wires, tree wrap paper, dead twigs and branches shall be removed from tree and plant materials at the end of this warranty

8. The first spring after plant installation the contractor shall check all

trees to insure twine has rotted from around the trunk. If twine is still

- 3.1.4 Maintenance of Seeded Lawn Areas
 - 1. The Landscape Subcontractor shall maintain seeded lawn areas

what season the seed was installed.

- a. Water, fertilize, weed, and apply chemicals until a dense lawn of permanent grasses, free from lumps and depressions or any bare spots, none of which is larger than one (1) foot of area up to a maximum of 3% of the total seeded lawn area is established.
- b. Seeded lawn that fails to show a uniform growth and/or germination shall be reseeded until a dense cover is established, regardless of
- 2. The Landscape Subcontractor shall maintain and mow all lawn areas for until acceptance of installation (typically 3 mows) . When lawn reaches 3" in height it shall be cut to 2" in height.
- 3. The Owner assumes cutting responsibilities following the Acceptance of
- Installation of the seeded lawn 4. At conclusion of Project Warranty Period and after receiving Written Final Acceptance by General Contractor's representative and Landscape

Architect, the Owner shall assume all seeded lawn maintenance

3.1.5 Maintenance of Sodded Lawn Areas

responsibilities.

representative.

- 1. The Landscape Subcontractor shall maintain sodded lawn areas.
- Water, fertilize, spot weed, apply herbicides, fungicides, insecticides and resod until a full uniform, smooth stand of sod is knitted to topsoil, and accepted by the Landscape Architect or his or her
- 2. Water sod thoroughly, as required to establish proper rooting
- 3. Repair, rework, and resod all greas that have washed out or are eroded.
- Replace undesirable or dead areas with new sod. 4. Mow lawn areas once as soon as sod has rooted sufficiently and knitted to the topsoil. Cut back to 2" height. Not more than 40% of grass leaf shall be removed at any single mowing. Excess clipping to be removed by the Landscape Subcontractor. The Landscape Subcontractor shall be responsible for lawn mowing until acceptance of installation
- (typically 3-mows). 5. The Owner assumes mowing responsibilities following the Acceptance of Installation of the sodded lawn.
- 6. At conclusion of Project Warranty Period and after receiving Written Final Acceptance by General Contractor's representative and Landscape Architect, the Owner shall assume all sodded lawn maintenance
- 3.1.6 Final Acceptance Upon Conclusion of the Warranty Period
- which the Landscape Contractor, Landscape Architect and Owner's Representative shall be present 2. After the inspection for final acceptance, a punch list will be issued by

1. At the conclusion of the Project Warranty Period the Landscape

Subcontractor shall request a project inspection for final acceptance in

the Landscape Architect. Upon completion of all punch list items, the

Landscape Architect and the Owner's Representative shall reinspect the

- END OF SECTION
- NOTE: The Owners may at their option elect to utilize a Construction Manager in lieu of a General Contractor for all matters pertaining to these specifications and the site work.

project and issue a Written Statement of Final Acceptance.

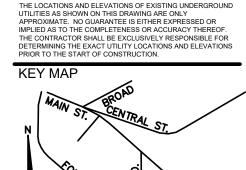


www.peagroup.com





CAUTION!!



SECTION 6 DAN HOEY RD. CLIENT A.R. BROUWER

COMPANY

2830 BAKER RD. #100

T 2S R 5F

PROJECT TITLE **DEXTER SENIOR** CENTER

PART OF THE S $\frac{1}{4}$ OF SECTION 6,

CITY OF DEXTER, WASHTENAW COUNTY, MICHIGAN

REVISIONS PER CITY REVIEWS 4/23/2024

ORIGINAL ISSUE DATE:

MARCH 1, 2024

DRAWING TITLE LANDSCAPE **SPECIFICATIONS**

PEA JOB NO. 2013-023 CAL DES. JLE DRAWING NUMBER:

NOT FOR CONSTRUCTION

General Note 1. SEE SCHEDULE FOR LUMINAIRE MOUNTING HEIGHT

Symbol Label Quantity Manufacturer

D

Statistics

Description

Property Line

Overall/Grade

Parking & Drive Lanes

Lithonia Lighting

BEGA Converted by LUMCat V 24.07.2019 /

3 Lithonia Lighting

9 Lithonia Lighting

2. SEE LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR 3. CALCULATIONS ARE SHOWN IN FOOTCANDLES AT: GRADE

THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING / FUTURE FIELD CONDITIONS. THIS LIGHTING LAYOUT REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS. MOUNTING HEIGHTS INDICATED ARE FROM GRADE AND/OR FLOOR UP.

THESE LIGHTING CALCULATIONS ARE NOT A SUBSTITUTE FOR INDEPENDENT ENGINEERING ANALYSIS OF LIGHTING SYSTEM SUITABILITY AND SAFETY. THE ENGINEER AND/OR ARCHITECT IS RESPONSIBLE TO REVIEW FOR MICHIGAN ENERGY CODE AND LIGHTING QUALITY COMPLIANCE.

UNLESS EXEMPT, PROJECT MUST COMPLY WITH LIGHTING CONTROLS REQUIRMENTS DEFINED IN ASHRAE 90.1 2013. FOR SPECIFIC INFORMATION CONTACT GBA CONTROLS GROUP AT ASG@GASSERBUSH.COM OR 734-266-6705.

Alternates Note

THE USE OF FIXTURE ALTERNATES MUST BE RESUBMITTED TO THE CITY FOR APPROVAL.

Drawing Note

THIS DRAWING WAS GENERATED FROM AN ELECTRONIC IMAGE FOR ESTIMATION PURPOSE ONLY. LAYOUT TO BE VERIFIED IN FIELD BY OTHERS.

Ordering Note

DSX0 LED P3 40K 80CRI D-Series Size 0 Area Luminaire P3

DSX0 LED P3 40K 80CRI D-Series Size 0 Area Luminaire P3

24425 K3

WDGE2 LED P3 40K

WDGE2 LED P3 40K

Avg

1.9 fc

0.0 fc

24425 K3

Symbol

Performance Package 4000K CCT 80 CRI

Performance Package 4000K CCT 80 CRI

WDGE2 LED WITH P3 - PERFORMANCE

WDGE2 LED WITH P3 - PERFORMANCE

PACKAGE, 4000K, 80CRI, TYPE 1 SHORT

PACKAGE, 4000K, 80CRI, TYPE FORWARD

Type 3 Extreme Backlight Control

Max

3.1 fc

0.1 fc

14.3 fc 0.0 fc

0.4 fc

0.0 fc

137.9

68.95

0.9 32.1375

0.9 32.1375

Max/Min Avg/Min

4.8:1

N/A

N/A

0.9

0.9

7.8:1

N/A

FOR INQUIRIES CONTACT GASSER BUSH AT QUOTES@GASSERBUSH.COM OR 734-266-

Mounting Height Note

MOUNTING HEIGHT IS MEASURED FROM GRADE TO FACE OF FIXTURE. POLE HEIGHT SHOULD BE CALCULATED AS THE MOUNTING HEIGHT LESS BASE HEIGHT.

 $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.0$ $^{+}0.0$ $^{+}0.0$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.2$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.0$ $^{+}0.0$ $\begin{smallmatrix} +0.0 & +0.0$

+0.2 *1.5 *2.0 *2.2 *2 +2.5 +2.4 +2.5 +2.4 *2.0 *2.3 *2.6 +2.8 +1.5 +0.0 +0.0

+ 0.2 *0.8 *1.2 *1.7 *1.7 *1.8 *2.0 *2.2 *2.0 *1.8 *1.8 *2.1 *2.4 *2.1 *1.3 *0.0 *0.0

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+0.1 +0.4 +0.6 +0.8 +0.9 +0.9 +0.9 +0.9 +0.9 +0.9 +1.0 +1.1 +1.3 +1.0 +0.8 +0.4 +0.0 +0.0

 $^{+}0.1$ $^{+}0.2$ $^{+}0.2$ $^{+}0.2$ $^{+}0.2$ $^{+}0.2$ $^{+}0.1$ $^{+}0.1$ $^{+}0.1$ $^{+}0.2$ $^{+}0.3$ $^{+}0.3$ $^{+}0.3$ $^{+}0.3$ $^{+}0.3$ $^{+}0.1$ $^{+}0.0$

Designer Date 02/28/2024 Rev. 2/29/2024

DEXTER SENIOR CENTER PHOTOMETRIC SITE LAYOUT GASSER BUSH ASSOCIATES WWW.GASSERBUSH.COM

Scale Not to Scale Drawing No. #24-25863 V4

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COMMERCIAL OUTDOOR

□ 4000K (K4) □ 3500K (K35) □ 3000K (K3) □ 2700K (K27) BEGA can supply you with suitable LED replacement modules for up to 20 years after the purchase of LED luminaires - see website for details

Available colors ☐ Bronze (BRZ) ☐ White (WHT) ☐ CUS: □ Black (BLK) □ Silver (SLV) ☐ RAL:

Available options □ CUS □ FSC □ MGU □ RAL Marine grade undercoat RAL finish

Type:

Project:

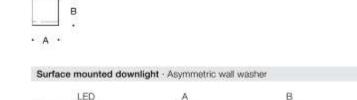
Modified:

BEGA Product:

Included (available for pre-shipment) ☐ B19538 Small opening wiring box



BEGA



Surface mounted downlight · Asymmetric wall washer

Compact ceiling mounted downlights with an asymmetric distribution

designed for the illumination of walls in corridors and other interior and

Marine grade, copper free (≤0.3% copper content) A360.0 aluminum alloy

Silicone applied robotically to casting, plasma treated for increased

NRTL listed to North American Standards, suitable for wet locations

-30°C 8.0W 12.0W

Ra > 80

All BEGA standard finishes are matte, textured powder coat with minimum 3 mil thickness. BEGA Unidure® finish, a fluoropolymer technology, provides superior fade protection in Black, Bronze, and Silver. BEGA

standard White is a super durable polyester powder. Optionally available

0-10V dimmable

Silicone optic with excellent high temperature and UV stability

Pure anodized aluminum reflector surface

Protection class IP 65

Weight: 1.65 lbs.

Operating voltage

System wattage

Luminaire lumens LED service life (L70)

Controllability

LED module wattage

Color rendering index

LED color temperature

Minimum start temperature

Electrical

BEGA 1000 BEGA Way, Carpinteria, CA 93013 (805) 684-0533 info@bega-us.com Due to the dynamic nature of lighting products and the associated technologies, luminaire data on this sheet is subject to change at the discretion of BEGA North America. For the most current technical data, please refer to bega-us, com © copyright BEGA 2024

Updated 01/08/24



Specifications

Depth (D1):

Depth (D2):

Weight: (without options)

Width:

WDGE2 LED Architectural Wall Sconce Precision Refractive Optic







Introduction

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing a true site-wide solution. Embedded with nLight® AIR wireless controls, the WDGE family provides additional energy savings and code compliance.

WDGE2 with industry leading precision refractive optics provides great uniform distribution and optical control. When combined with multiple integrated emergency battery backup options, including an 18W cold temperature option, the WDGE2 becomes the ideal wall-mounted lighting solution for pedestrian scale applications in any environment.

WDGE LED Family Overview

1.5"

11.5"

13.5 lbs

| | | CONTRACTOR OF THE | Construction of the Construction | | | | Approxima | ite Lumens (4) | 000K, 80CRI) | | |
|-----------|----------------------|-------------------|----------------------------------|---------------------|-----|--------|-----------|----------------|--------------|--------|-------|
| Luminaire | Optics | Standard EM, 0°C | Cold EM, -20°C | Sensor | PO | . 21 | P2 | P3 | ₽4 | PS | P6 |
| WDGE1 LED | Visual Comfort | 4W | | 230 P | 750 | 1,200 | 2,000 | ## E | 875 | 970.i | 273 |
| WDGE2 LED | Visual Comfort | 10W | 18W. | Standalone / nLight | S#2 | 1,200 | 2,000 | 3,000 | 4,500 | 6,000 | : # |
| WDGE2 LED | Precision Refractive | 10W | 18W | Standalone / nLight | 700 | 1,200 | 2,000 | 3,200 | 4,200 | - | 24 |
| WDGE3 LED | Precision Refractive | 15W | 18W | Standalone / nLight | 823 | 7,500 | 8,500 | 10,000 | 12,000 | 270 | 375 |
| WDGE4 LED | Precision Refractive | | | Standalone / nLight | - | 12,000 | 16,000 | 18,000 | 20,000 | 22,000 | 25,00 |

| Ordering | Inform | nation | | EX | AMPLE: | WDGE2 LED P3 40K 8 | OCRI VF MVOLT SRM DDB |
|-----------|---------------------------------|--|--|---|---|---|--|
| Series | Package | Color Temperature | CRI | Distribution | Voltage | Mounting | |
| WDGE2 LED | P01 P13 P23 P32 P43 | 27K 2700K 30K 3000K 40K 4000K 50K 5000K AMB ³ Amber | 70CRI ⁴ 80CRI LW ³ Limited Wavelength | T1S Type I Short T2M Type II Medium T3M Type II Medium T4M Type IV Medium TFFM Forward Throw Medium | MVOLT 347 ⁵ 480 ⁵ | Shipped included SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/ damp locations only)* | Shipped separately AWS 3/8inch Architectural wall spacer PBBW S urface-mounted back box (top, left, right conduit entry). Use when there is no junction box available. |

| Options | | | | Finish | |
|------------------------------|---|-----------------------------|--|---|---|
| E10WH E20WC PE? DMG* BCE BAA | Emergency battery backup, Certified in CA Title 20 MAEDBS (10%, 5°C min) Emergency battery backup, Certified in CA Title 20 MAEDBS (18W, -20°C min) Photocell, Button Type 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) Bottom conduit entry for back box (PBBW), Total of 4 entry points, Buy America(n) Act Compliant | PIR PIRH PIR1FC3V PIRH1FC3V | ensors/Controls Bi-level (100/35%) motion sensor for 8-15' mounting heights, intended for use on switched circuits with external dusk to dawn switching. Bi-level (100/35%) motion sensor for 15-30' mounting heights. Intended for use on switched circuits with external dusk to dawn switching Bi-level (100/35%) motion sensor for 8-15' mounting heights with photocell prepagrammed for dusk to dawn operation. Bi-level (100/35%) motion sensor for 15-30' mounting heights with photocell prepagrammed for dusk to dawn operation. | DDBXD DBLXD DNAXD DWHXD DSSXD DDBTXD DBLBXD DNATXD DWHGXD | Dark bronze Black Matural aluminum White Sandstone Textured dark bronze Textured black Textured natural aluminur Textured white |
| | | NLTAIR2 PIR NLTAIR2 PIRH | nLightAIR Wireless enabled bi-level motion/ambient sensor for 8-15' mounting heights. nLightAIR Wireless enabled bi-level motion/ambient sensor for 15-30' mounting heights. of box functionality | DSSTXD | Textured sandstone |



LITHONIA

COMMERCIAL OUTDOOR

One Lithonia Way • Conyers, Georgia 30012 • Phone: 1-800-705-SERV (7378) • www.lithonia.com

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Rev. 11/21/22

Designer Date 02/28/2024 Scale

Rev. 2/29/2024 Not to Scale Drawing No. #24-25863 V4

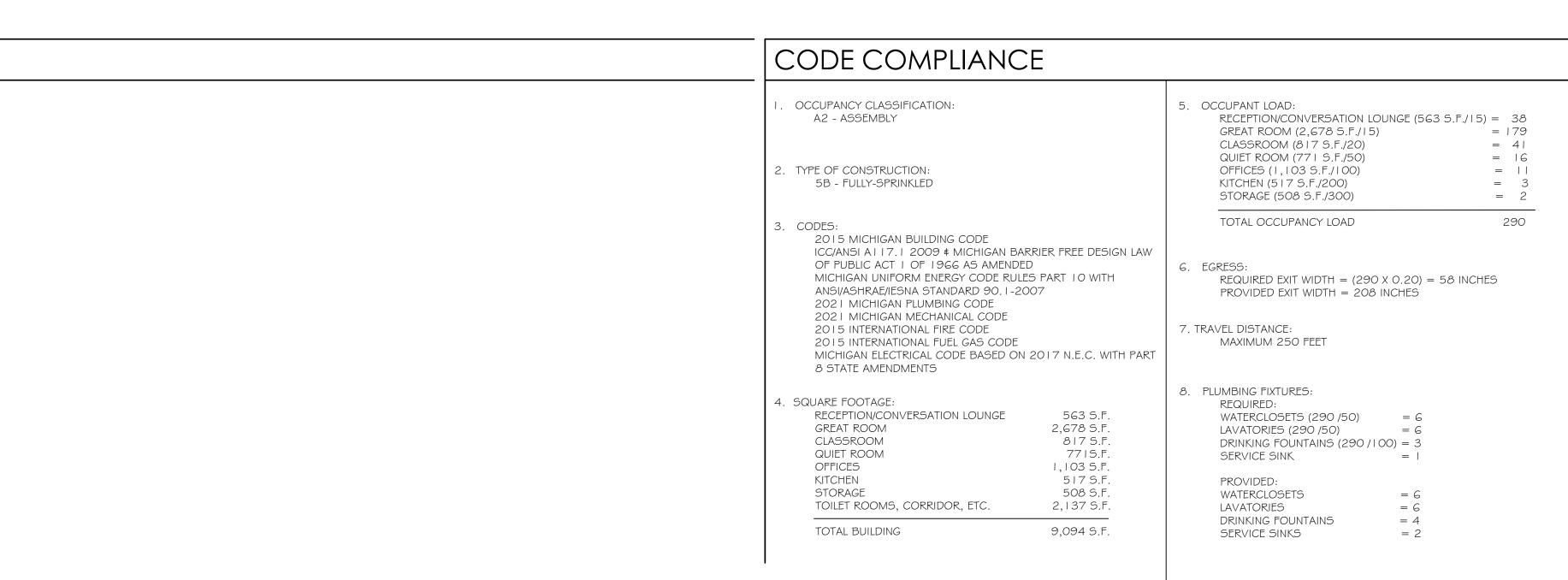
DEXTER SENIOR CENTER

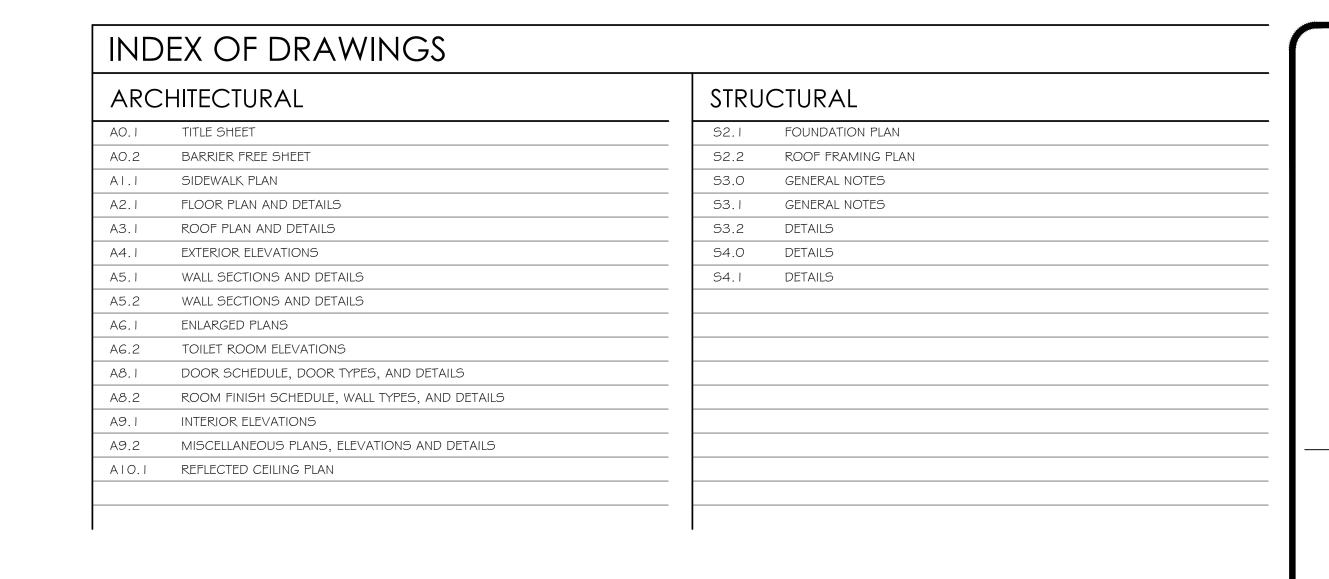
DEXTER, MICHIGAN

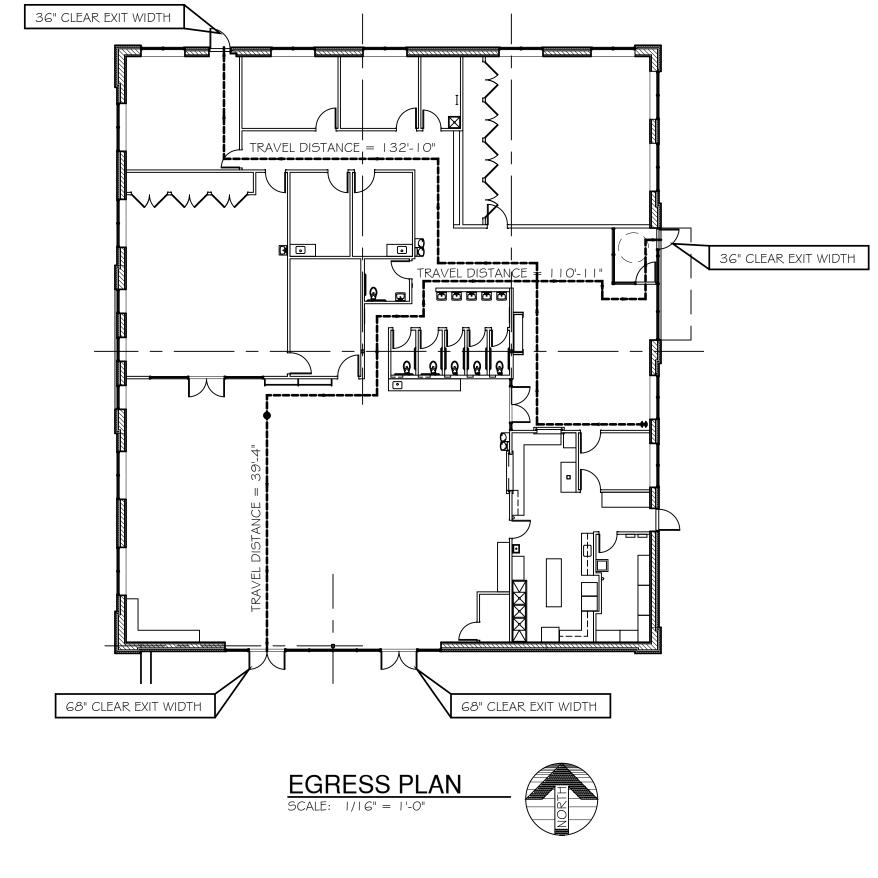
ARCHITECTS & PLANNERS: WAH YEE ASSOCIATES 42400 GRAND RIVER AVENUE SUITE 200 NOVI, MI 48375

33426 FIVE MILE ROAD LIVONIA, MI 48154

STRUCTURAL ENGINEERS: SHYMANSKI & ASSOCIATES, LLC







ABBREVIATIONS

ADJ. - ADJUSTABLE A.F.F. - ABOVE FINISH FLOOR AGG. - AGGREGATE ALT. - ALTERNATE ALUM. - ALUMINUM ANOD. - ANODIZED BD. - BOARD BLDG. - BUILDING B.O.S. - BOTTOM OF STEEL BOTT. - BOTTOM BRG. - BEARING BTWN. - BETWEEN CLG. - CEILING C.O. - CLEAN-OUT COL. - COLUMN CONC. - CONCRETE CONSTR. - CONSTRUCTION CONT. - CONTINUOUS CONTR. - CONTRACTOR C.J. - CONTROL JOINT

DWL. - DOWEL

CORR. - CORRIDOR CTSK. - COUNTERSUNK SCREW DET. - DETAIL DIA. - DIAMETER DIM. - DIMENSION DR. - DOOR D.S. - DOWNSPOUT D.F. - DRINKING FOUNTAIN DWG. - DRAWING

E.G. - EXTERIOR GRADE EL. - ELEVATION ELEC. - ELECTRICAL E.J. - EXPANSION JOINT EWC. - ELECTRIC WATER COOLER ELEV. - ELEVATION EQ. - EQUAL EQUIP. - EQUIPMENT EXH. - EXHAUST EXIST. - EXISTING EXPAN. - EXPANSION EXT. - EXTERIOR FIN. - FINISH F.F. - FINISH FLOOR F.E. - FIRE EXTINGUISHER FR. - FRAME

FRT. - FIRE-RETARDANT FLR. - FLOOR F.D. - FLOOR DRAIN FURN. - FURNISHED GA. - GAUGE GALV. - GALVANIZED GEN. - GENERAL GL. - GLASS GYP. - GYPSUM H.B. - HOSE BIBB

MTD.- MOUNTED NOM. - NOMINAL N.T.S. - NOT TO SCALE O.C. - ON CENTER HDW. - HARDWARE O.H. - OPPOSITE HAND H.P. - HIGH POINT OPNG. - OPENING HVAC - HEATING /VENTILATING/ OPP. - OPPOSITE AIR CONDITIONING O.D. - OUTSIDE DIAMETER HT. - HEIGHT PL. - PLATE H.M. - HOLLOW METAL PR. - PAIR HORIZ. - HORIZONTAL

I.D. - INSIDE DIAMETER PREFAB - PREFABRICATED INSUL. - INSULATION PREFIN. - PREFINISHED INT. - INTERIOR RAD. - RADIUS JT. - JOINT REINF. - REINFORCE LAM. - LAMINATE RM. - ROOM LAV. - LAVATORY R.O. - ROUGH OPENING LG. - LONG R.S. - ROOF SUMP L.P. - LOW POINT SHT. - SHEET MANUF. - MANUFACTURER SIM. - SIMILAR MAS. - MASONRY SPEC. - SPECIFICATION M.O. - MASONRY OPENING SQ. - SQUARE

MAT. - MATERIAL STL. - STEEL STRUCT. - STRUCTURAL MAX. - MAXIMUM M.C.J. - MASONRY CONTROL SUSP. - SUSPENDED JOINT SYM. - SYMMETRICAL MECH. - MECHANICAL SYN. - SYNTHETIC MET. - METAL SYS. - SYSTEM M.I.C. - MISCELLANEOUS THK. - THICKNESS IRON CONTRACTOR T & G - TONGUE & GROOVE MIN. - MINIMUM T.O.P. - TOP OF PARAPET T.O.S. - TOP OF STEEL (UNDERSIDE METAL DECK) MISC.- MISCELLANEOUS TYP. - TYPICAL N.I.C. - NOT IN CONTRACT

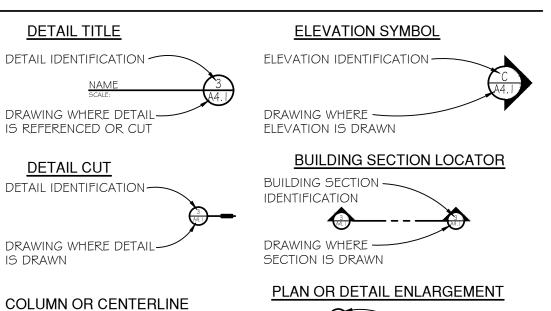
U.N.O. - UNLESS NOTED OTHERWISE UR. - URINAL VERT. - VERTICAL V.I.F. - VERIFY IN FIELD W/ - WITH W.C. - WATER CLOSET WWF - WELDED WIRE FABRIC W. - WIDE

WD. - WOOD

SYMBOL LEGEND

ROOM NO.

- FLOOR



PLAN OR DETAIL IDENTIFICATION DRAWING WHERE PLAN OR DETAIL IS **ROOM NAME AND NUMBER DOOR NUMBER**

GENERAL NOTES

THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO SUBMITTING HIS PROPOSAL TO BECOME FAMILIAR WITH ALL EXISTING FIELD CONDITIONS, AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.

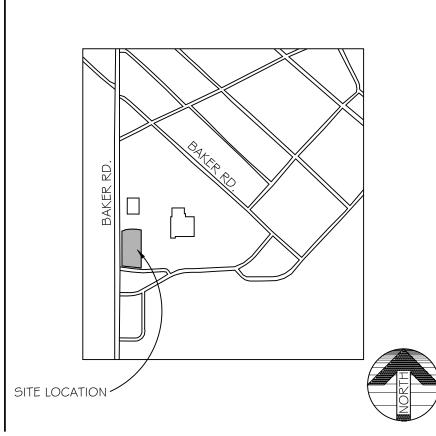
THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UNDERGROUND AND OVERHEAD UTILITIES TO SAFEGUARD AGAINST THE INTERRUPTION OF SERVICES TO THE SITE.

ALL WOOD MEMBERS, PLYWOOD, STUDS, BLOCKING, ETC. TO BE FIRE RETARDANT TREATED WITH U.L. LABEL -

PROHIBITED SUSPENSION OF MATERIALS FROM METAL DECK: SUSPENSION OF ANY MATERIAL OR EQUIPMENT FROM METAL DECK IS STRICTLY PROHIBITED. ITEMS NOT ALLOWED TO BE ATTACHED TO OR SUSPENDED FROM THE METAL DECK INCLUDE BUT ARE NOT LIMITED TO MECHANICAL OR ELECTRICAL EQUIPMENT, DUCTS, PIPING, LIGHT FIXTURES, OR OTHER DECORATIVE STRUCTURES.

PROVIDE PORTABLE FIRE EXTINGUISHERS DURING CONSTRUCTION IN ACCORDANCE OF LOCAL AUTHORITIES.

VICINITY MAP

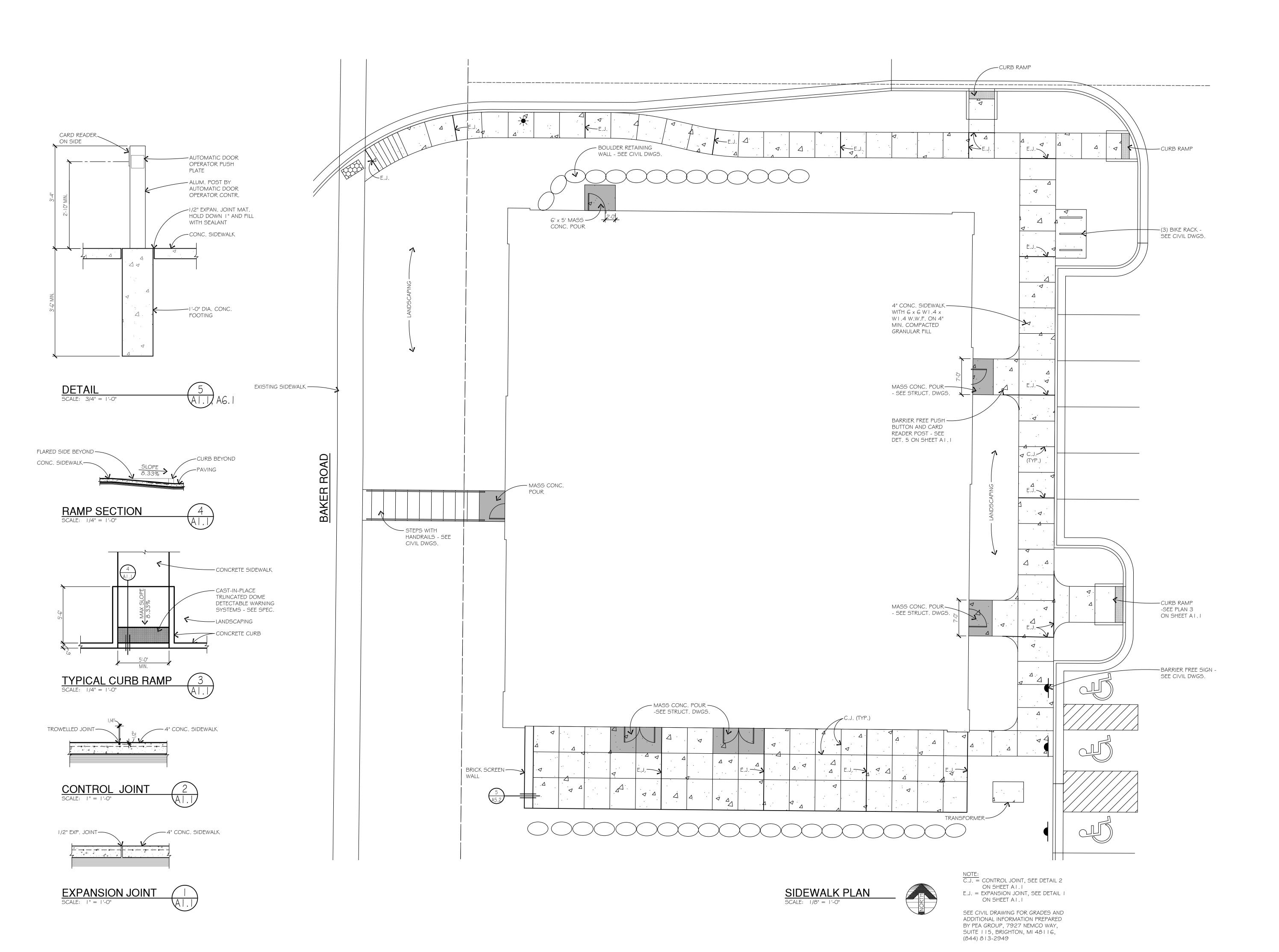


Job Number

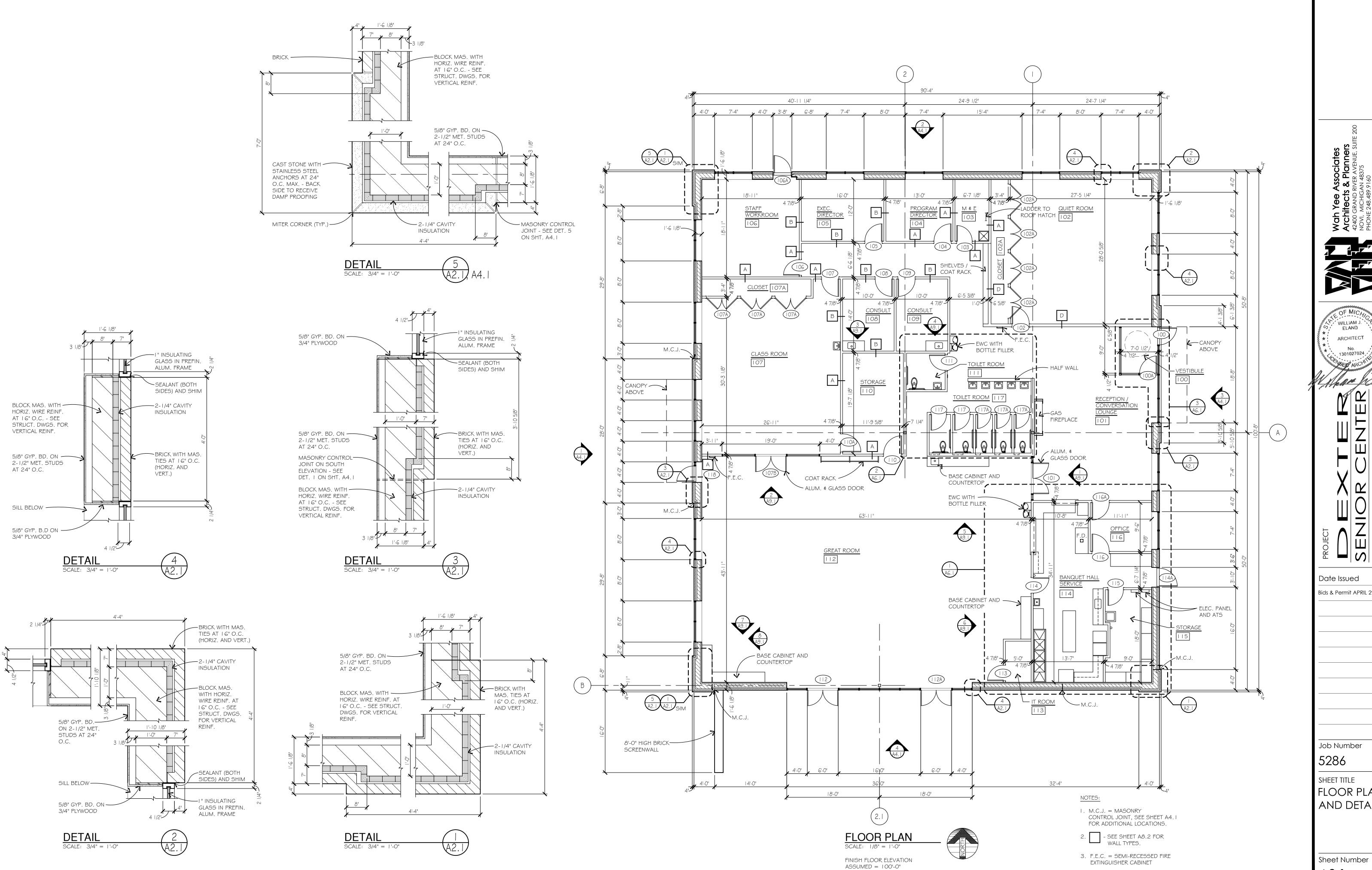
Date Issued

Bids & Permit APRIL 29,2024

5286 SHEET TITLE TITLE SHEET

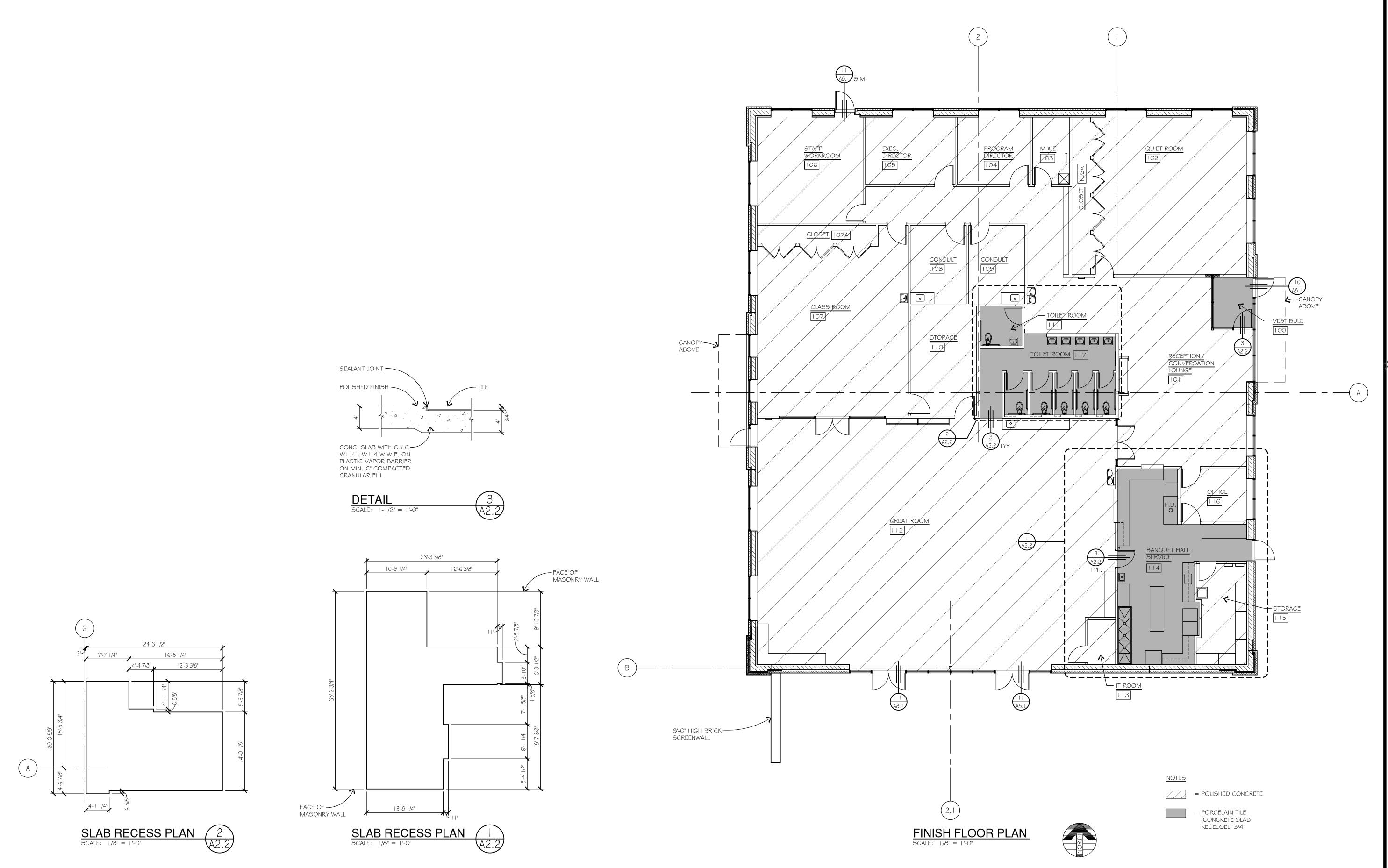


Date Issued Bids & Permit APRIL 29, 2024 Job Number 5286 SHEET TITLE SIDEWALK PLAN

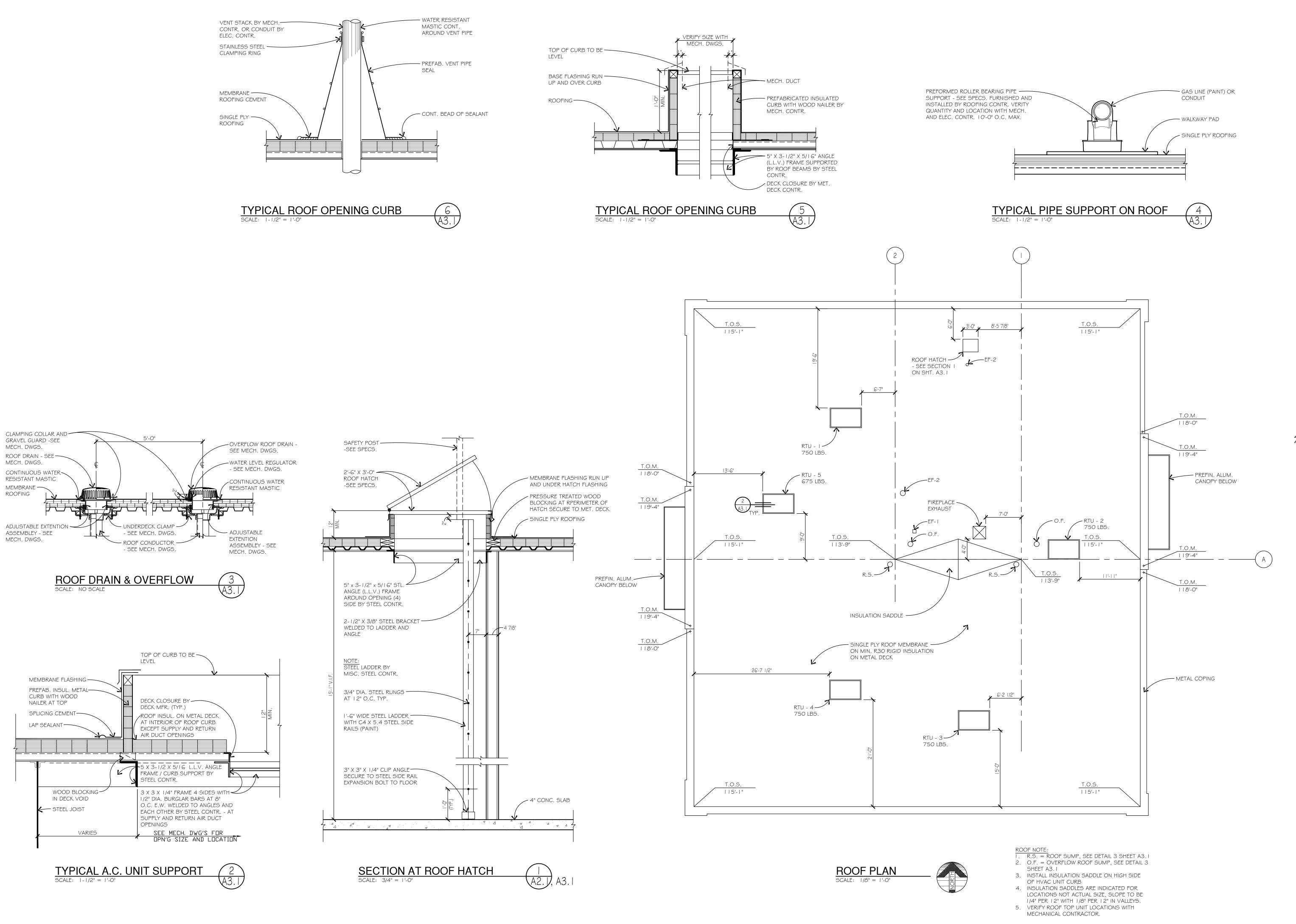


ACTUAL = 876.35

WILLIAM J. ELAND ARCHITECT Date Issued Bids & Permit APRIL 29,2024 Job Number 5286 SHEET TITLE FLOOR PLAN and details



Date Issued Bids & Permit APRIL 29,2024 Job Number 5286 SHEET TITLE FINISH FLOOR PLAN AND DETAILS



Wah Yee Associates
Architects & Planners
42400 GRAND RIVER AVENUE, SUITE 200
NOVI, MICHIGAN 48375



ARCHITECT

No.

1301027024

ARCHITECT

PROJECT

SENIOR CENTER

Date Issued

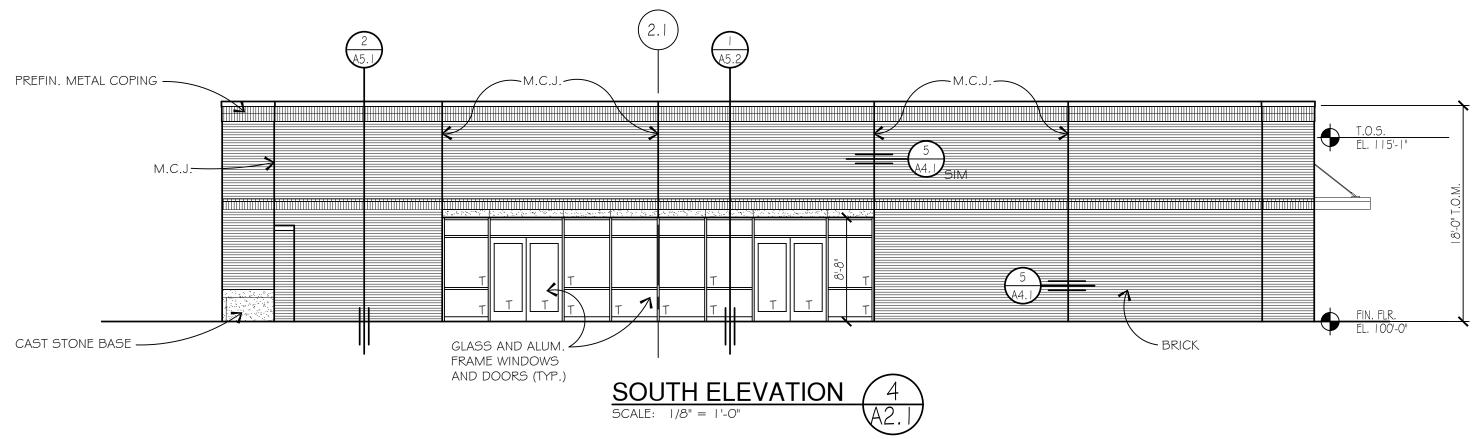
Bids & Permit APRIL 29,2024

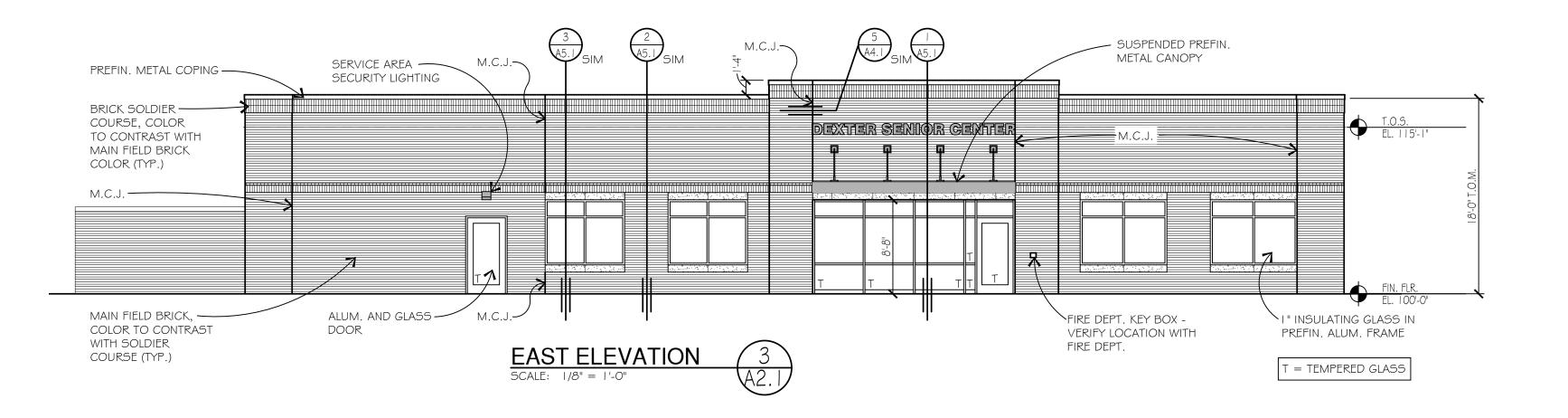
Job Number

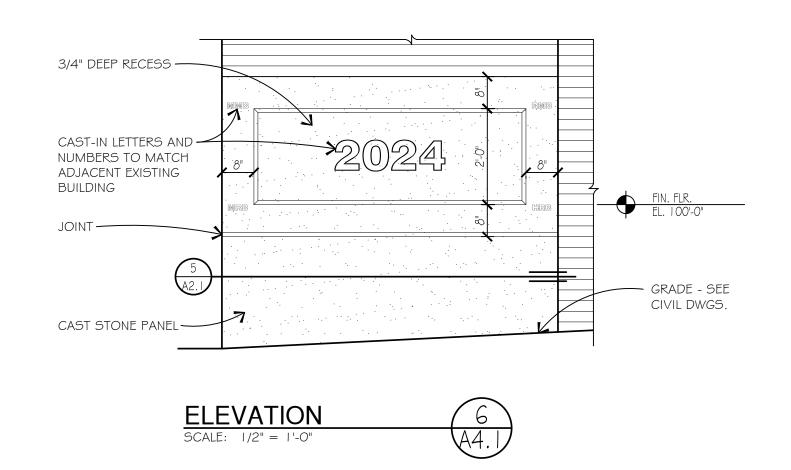
5286
SHEET TITLE

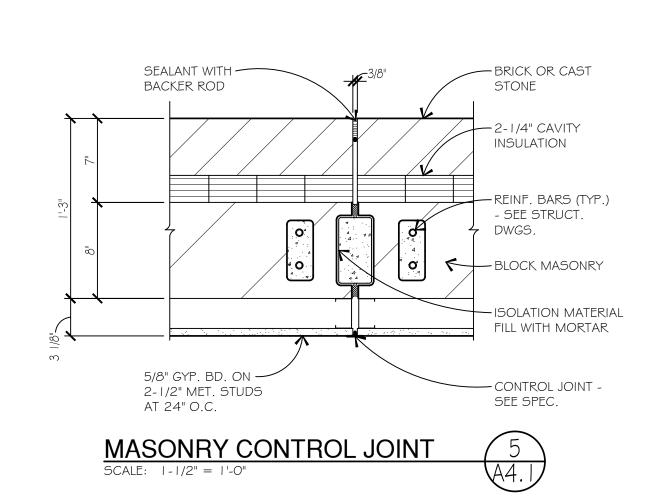
ROOF PLAN AND DETAILS

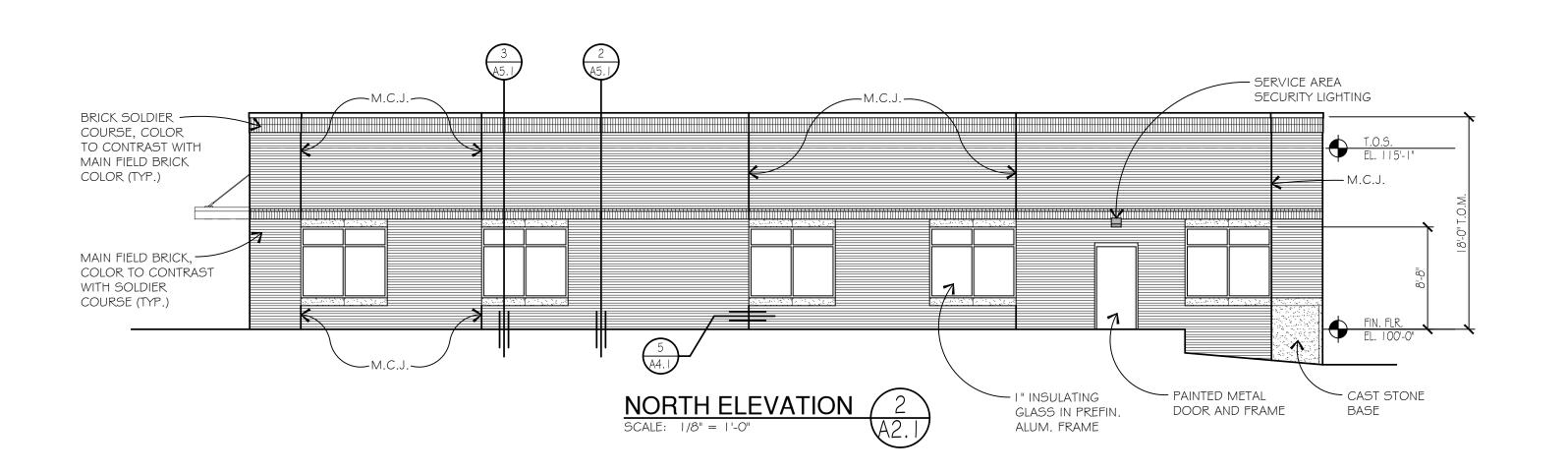


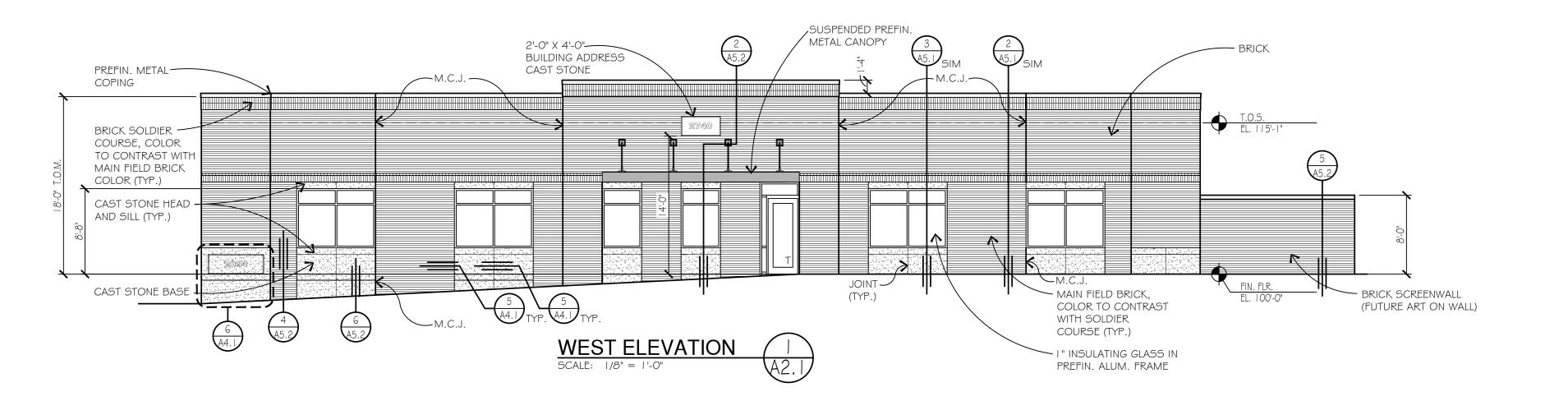




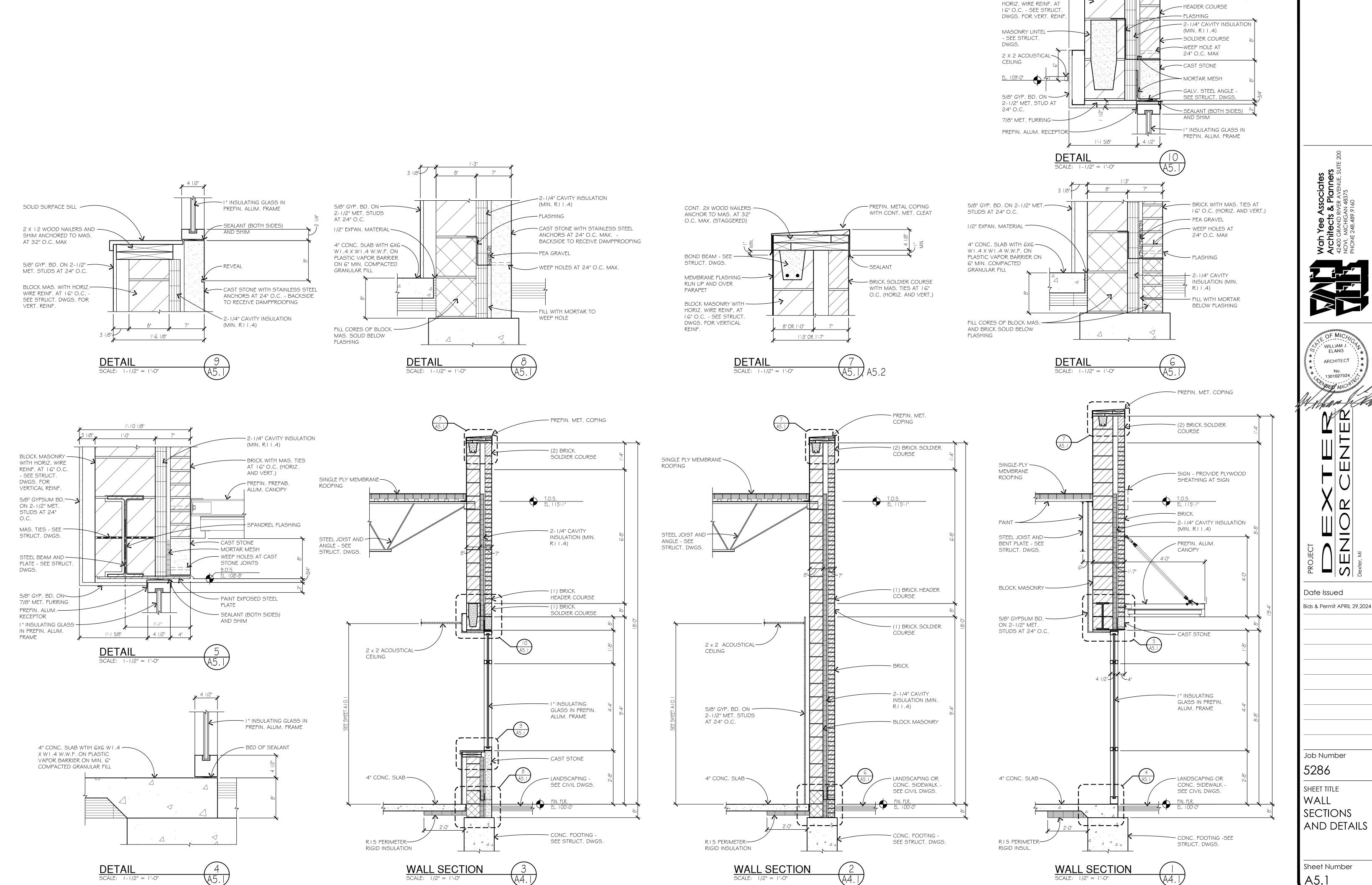








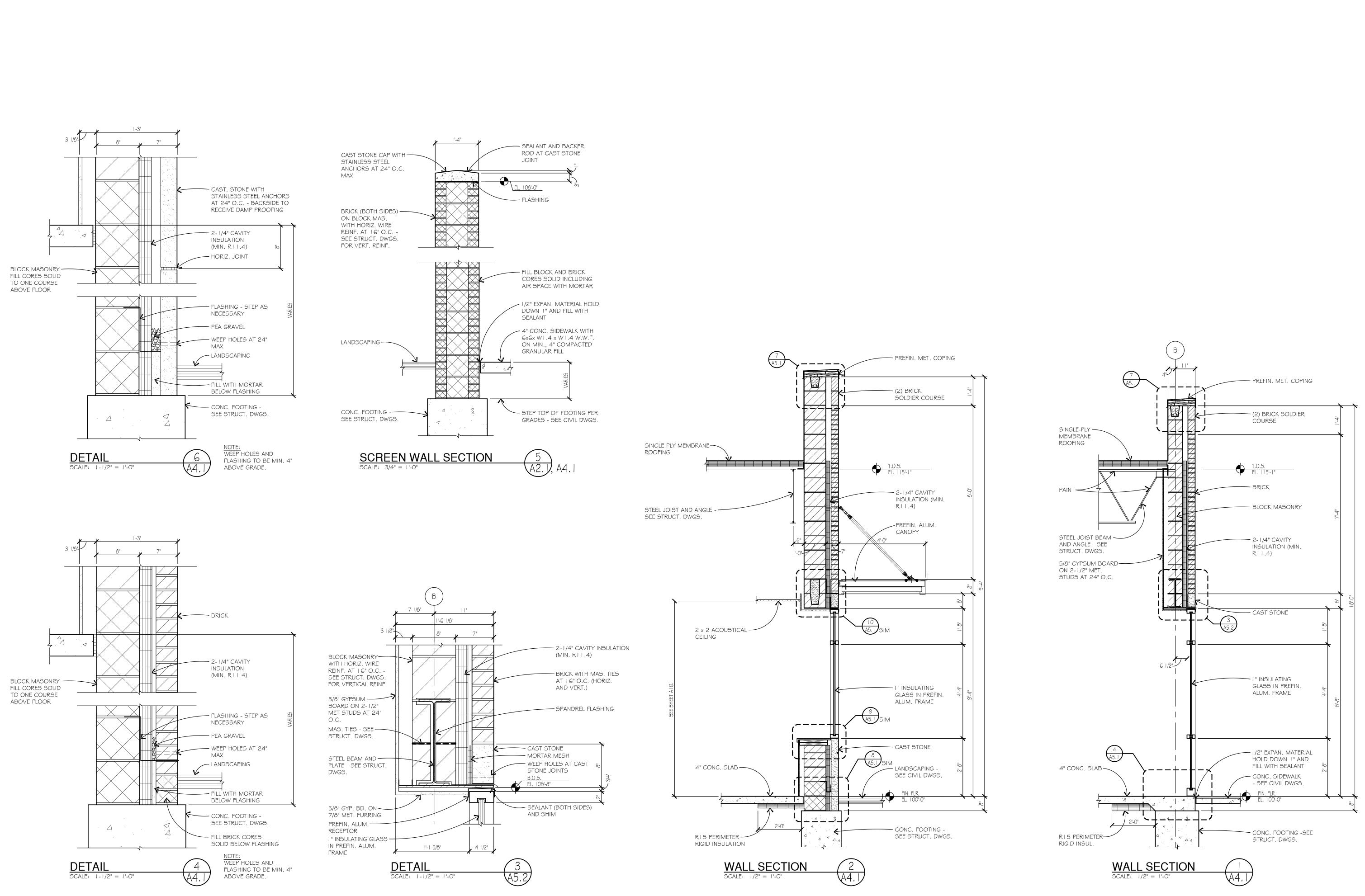




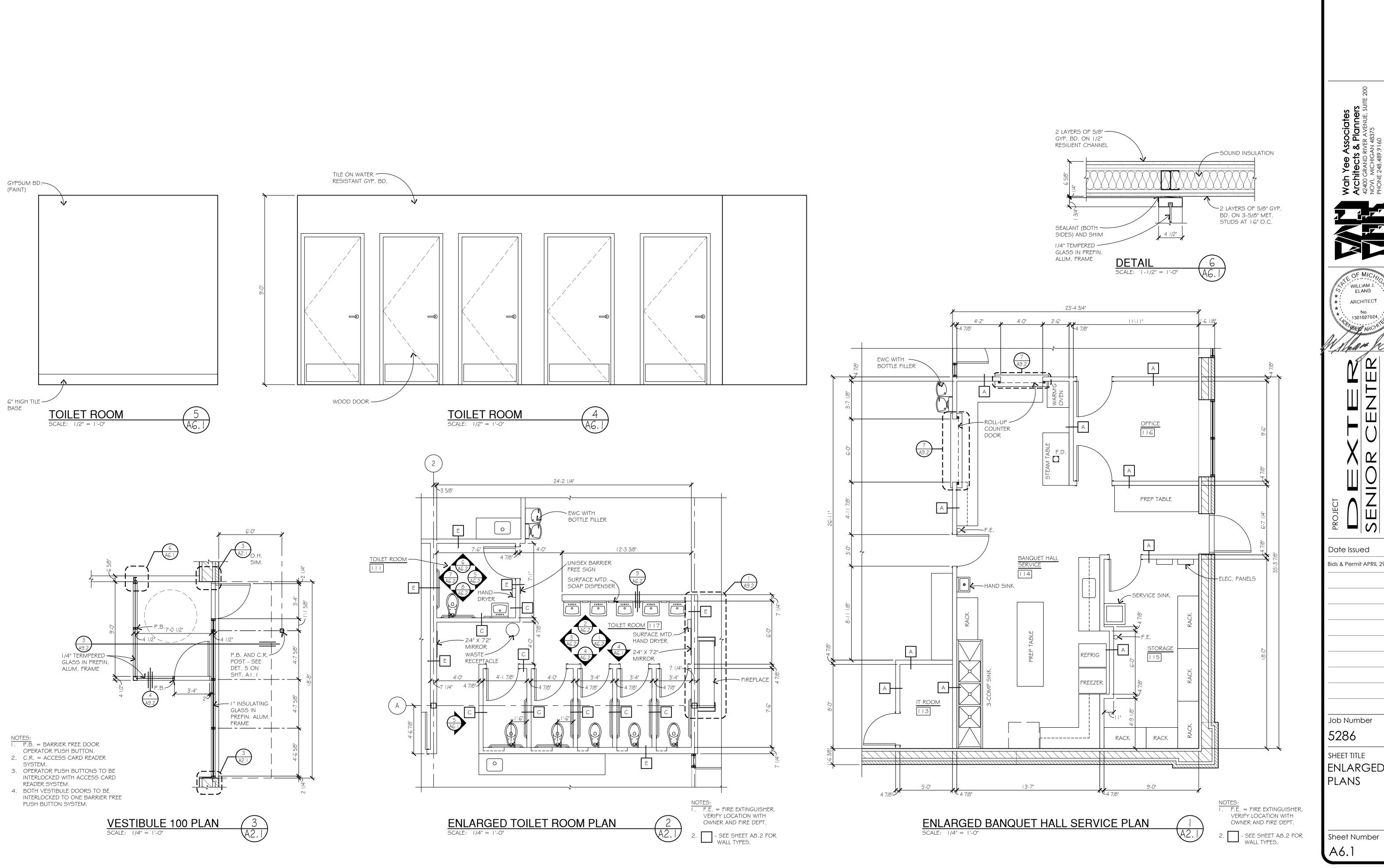
BRICK WITH MAS. TIES AT 16"

O.C. (HORIZ. AND VERT.)

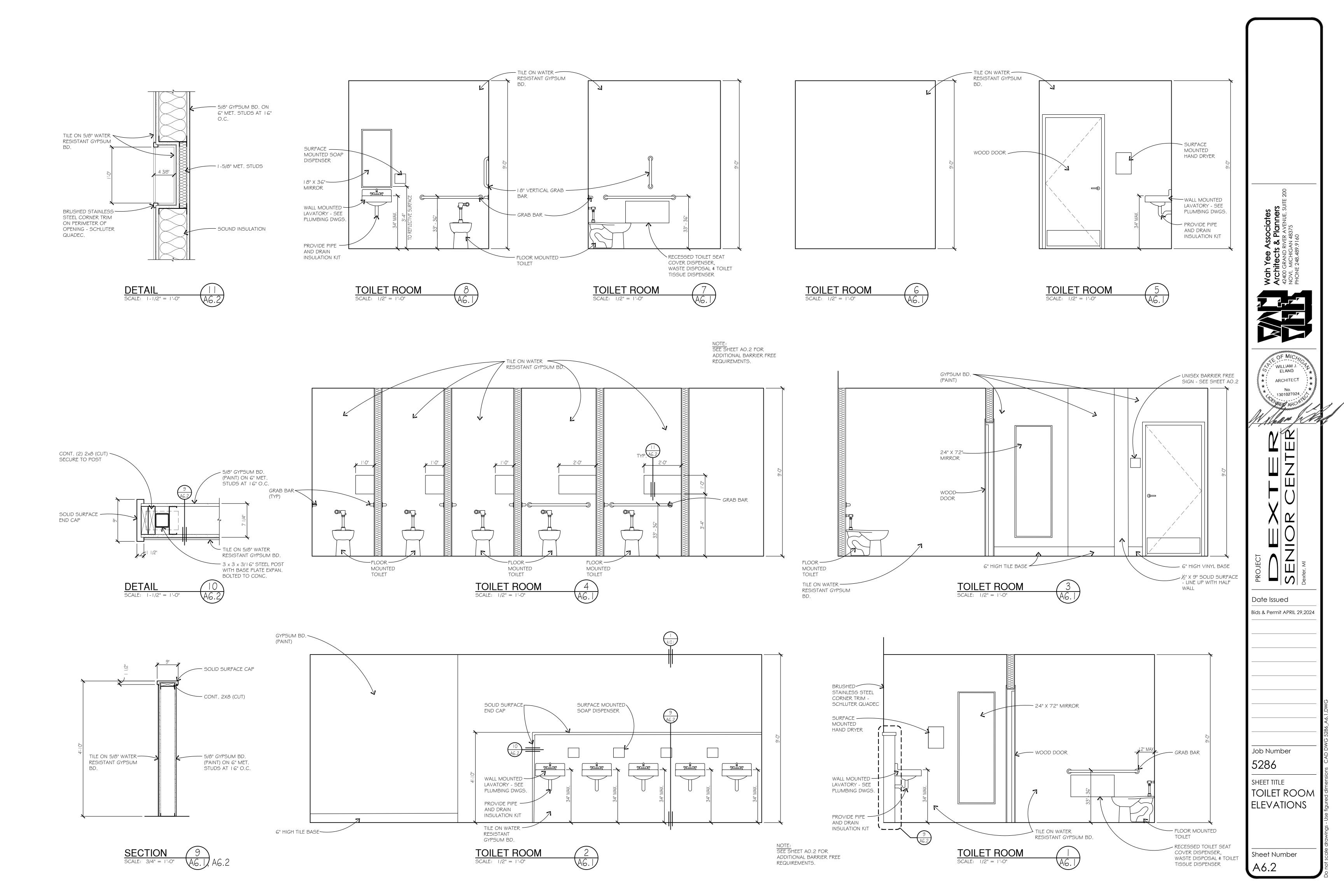
BLOCK MAS. WITH —



WILLIAM J ARCHITECT Date Issued Bids & Permit APRIL 29,2024 Job Number 5286 SHEET TITLE WALL SECTIONS AND DETAILS

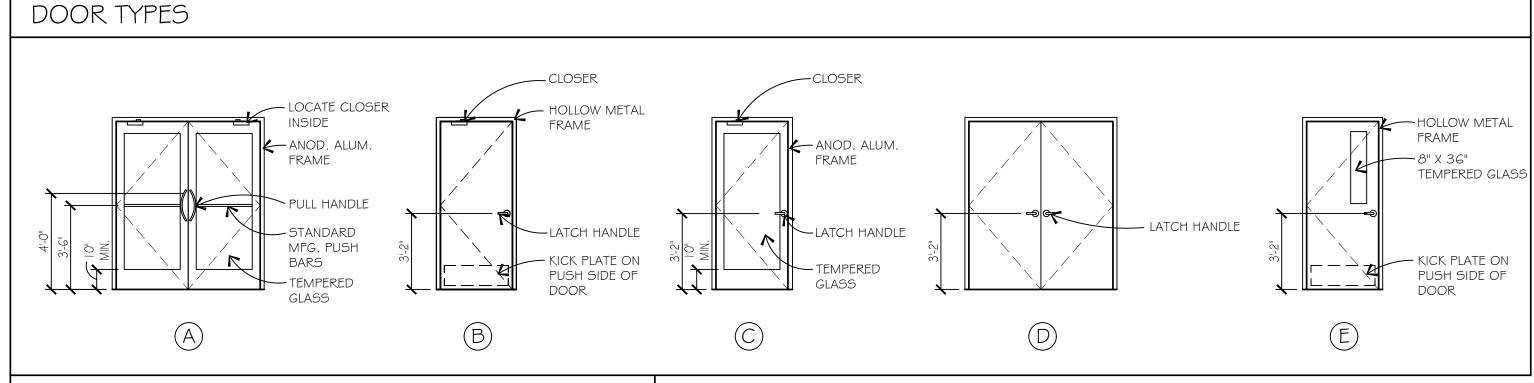


Date Issued Bids & Permit APRIL 29,2024 Job Number ENLARGED



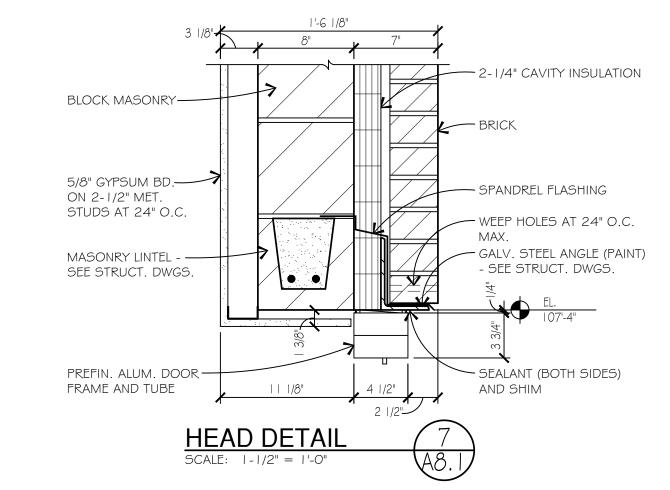
DOOR AND FRAME SCHEDULE

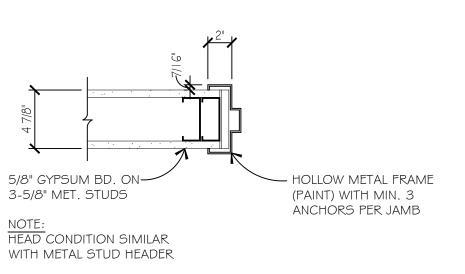
| OR NO. | ROOM LOCATION | DOOR SIZE | | DOOR | | FRA | AME | ЕЅНОГD | LOUVER | EL | RDWARE | EL | | DETAIL | | REMARKS |
|--------|---------------------------------|----------------------------|------|-------------|---------|---------|---------|--------|--------|-------|--------|------|------------|------------|--------|-----------------------------------|
| 000 | | | TYPE | MATERIAL | FINISH | MAT'L | FINISH | THRE | ГОП | LINTE | HAR | LABE | JAMB | SILL | HEAD | |
| 100 | VESTIBULE | 3'-4" X 7'-0" X 1 3/4" | C | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | ALUM | | | 1 | | 3/A2.1 SIM | 10/A8.1 | | AUTOMATIC SWING AND ACCESS READER |
| 100A | VESTIBULE | 3'-4" X 7'-0" X 1 3/4" | С | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | | | | 2 | | | | | AUTOMATIC SWING |
| 101 | RECEPTION / CONVERSATION LOUNGE | (2) 3'-0" X 7'-0" X 1 3/4" | Α | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | | | | 13 | | | | | AUTOMATIC SWING |
| 102 | QUIET ROOM | 3'-4" X 7'-0" X 1 3/4" | Е | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 7 | | 5/A8.1 | | 5/A8.1 | |
| 102A | QUIET ROOM - CLOSET | (2) 3'-0" X 7'-0" X 1 3/4" | D | WOOD | PREFIN. | WOOD | STAIN | | | STUD | 15 | | 8 & 9/A8.1 | | 9/A8.1 | |
| 103 | MECHANICAL & ELECTRICAL ROOM | 3'-0" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 8 | | 4/A8.1 | | 4/A8.1 | |
| 104 | PROGRAM DIRECTOR | 3'-4" X 7'-0" X 1 3/4" | E | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 9 | | 4/A8.1 | | 4/A8.1 | |
| 105 | EXECUTIVE DIRECTOR | 3'-4" X 7'-0" X 1 3/4" | Е | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 9 | | 4/A8.1 | | 4/A8.1 | |
| 106 | STAFF WORKROOM | 3'-0" X 7'-0" X 1 3/4" | E | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 10 | | 4/A8.1 | | 4/A8.1 | |
| 106A | STAFF WORKROOM | 3'-4" X 7'-0" X 1 3/4" | В | HOLLOW MET. | PAINT | HOL MET | PAINT | ALUM | | MAS. | 3 | | 1 & 2/A8.1 | 11/A8.1SIM | 6/A8.1 | |
| 107 | CLASSROOM | 3'-4" X 7'-0" X 1 3/4" | Е | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 7 | | 4/A8.1 | | 4/A8.1 | |
| 107A | CLASSROOM - CLOSET | (2) 3'-0" X 7'-0" X 1 3/4" | D | WOOD | PREFIN. | WOOD | STAIN | | | STUD | 15 | | 8 & 9/A8.1 | | 9/A8.1 | |
| 107B | CLASSROOM | (2) 3'-0" X 7'-0" X 1 3/4" | Α | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | | | | 12 | | | | | |
| 108 | CONSULT | 3'-4" X 7'-0" X 1 3/4" | Е | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 9 | | 4/A8.1 | | 4/A8.1 | |
| 109 | CONSULT | 3'-4" X 7'-0" X 1 3/4" | Е | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 9 | | 4/A8.1 | | 4/A8.1 | |
| 110 | STORAGE | 3'-6" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 8 | | 4/A8.1 | | 4/A8.1 | |
| 110A | STORAGE | 3'-6" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 8 | | 4/A8.1 | | 4/A8.1 | |
| 111 | TOILET ROOM | 3'-0" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 11 | | 4/A8.1 | | 4/A8.1 | |
| 112 | GREAT ROOM | (2) 3'-0" X 7'-0" X 1 3/4" | Α | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | ALUM | | | 6 | | | 11/A8.1 | | |
| 112A | GREAT ROOM | (2) 3'-0" X 7'-0" X 1 3/4" | Α | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | ALUM | | | 5 | | | 11/A8.1 | | AUTOMATIC SWING AND ACCESS READER |
| | IT ROOM | 3'-0" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | | PAINT | | | STUD | 8 | | 4/A8.1 | | 4/A8.1 | |
| 114 | BANQUET HALL SERVICE | 3'-0" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | HOL MET | PAINT | | | STUD | 14 | | 4/A8.1 | | 4/A8.1 | ACCESS READER |
| 114A | BANQUET HALL SERVICE | 3'-6" X 7'-0" X 1 3/4" | С | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | ALUM | | MAS. | 4 | | 3/A8.1 | | 7/A8.1 | AUTOMATIC SWING AND ACCESS READER |
| | STORAGE | 3'-0" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | | PAINT | | | STUD | 8 | | 4/A8.1 | | 4/A8.1 | |
| | OFFICE | 3'-4" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | | PAINT | | | STUD | 9 | | 4/A8.1 | | 4/A8.1 | |
| | OFFICE | 3'-4" X 7'-0" X 1 3/4" | Е | WOOD | PREFIN. | | PAINT | | | STUD | 9 | | 4/A8.1 | | 4/A8.1 | |
| | TOILET ROOM | 3'-0" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | | PAINT | | | STUD | 11 | | 4/A8.1 | | 4/A8.1 | |
| | TOILET ROOM | 2'-8" X 7'-0" X 1 3/4" | В | WOOD | PREFIN. | | PAINT | | | STUD | 11 | | 4/A8.1 | | 4/A8.1 | |
| 118 | GREAT ROOM | 3'-0" X 7'-0" X 1 3/4" | С | GLASS/ALUM | PREFIN. | ALUM | PREFIN. | ALUM | | | 17 | | 3/A2.1 SIM | 11/A8.1 | | |



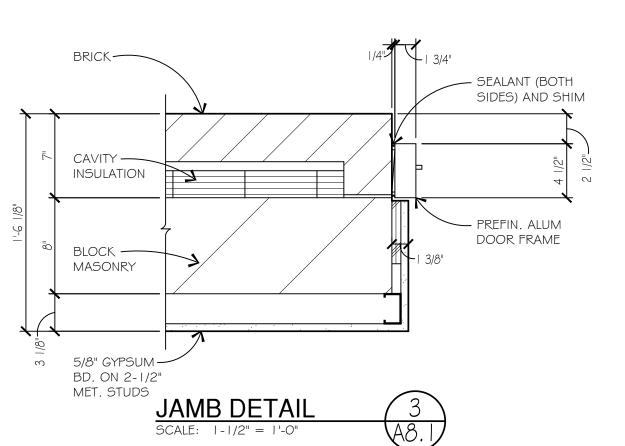
DOOR AND FRAME SCHEDULE NOTES

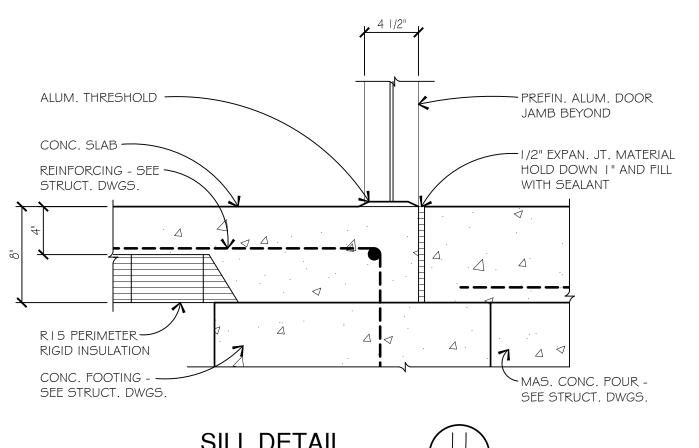
- CYLINDER AND CORES:
- A. CONSTRUCTION CORES TO BE 326900 BCV KEY BLANKS. B. PERMANENT CORES: MANUFACTURER'S STANDARD: FINISH FACE TO MATCH LOCKSET; COMPLYING WITH THE FOLLOWING.
- I. INTERCHANGEABLE CORES: CORE INSERT, REMOVABLE BY USE OF A SPECIAL KEY; USABLE WITH OTHER MANUFACTURER CYLINDERS.
- 2. ALL CYLINDERS SHALL BE CORBIN RUSSWIN LARGE FORMAT INTERCHANGEABLE CORE. 3. ALL PERMANENT CORES SHALL BE MEDECO KEYMARK X4 LFIC.
- C. KEYING SYSTEM: OBTAIN ALL PERMANENT KEYED CORES AND KEYS FROM MCELHENEY LOCKSMITHS, 1214 JEFFERSON AVENUE, TOLEDO, OH 43604, (419) 244-5851.
- 2. DOORS 101, 107B, 112, 112A AND 114A TO HAVE CLOSERS WITH HOLD OPEN ARM.
- 3. DOORS 100, 100A, 112A AND 114A ARE TO BE INTERLOCKED TO THE BARRIER FREE PUSH BUTTON SYSTEM AND THE CARD READERS.

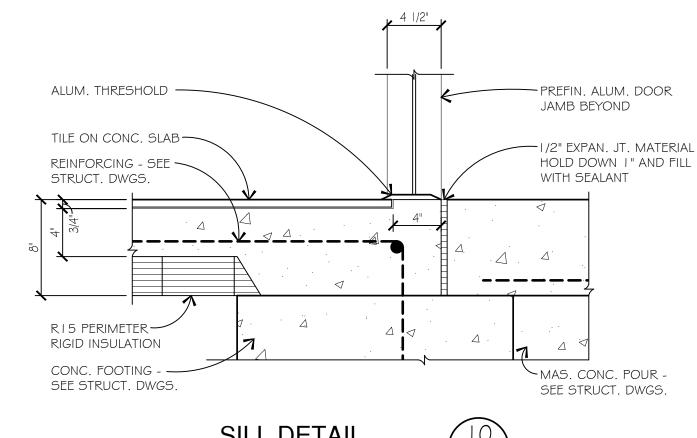


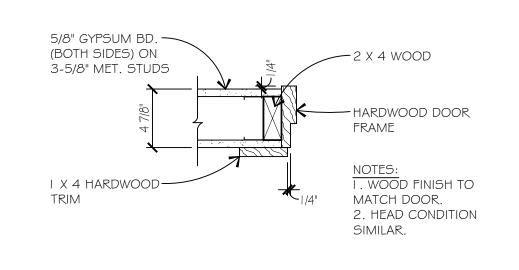




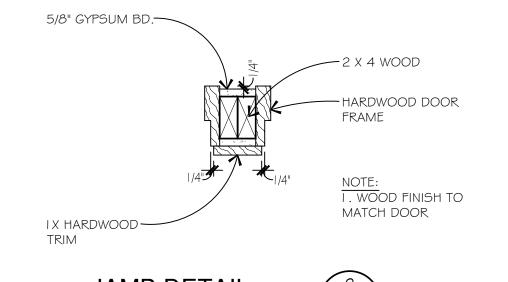


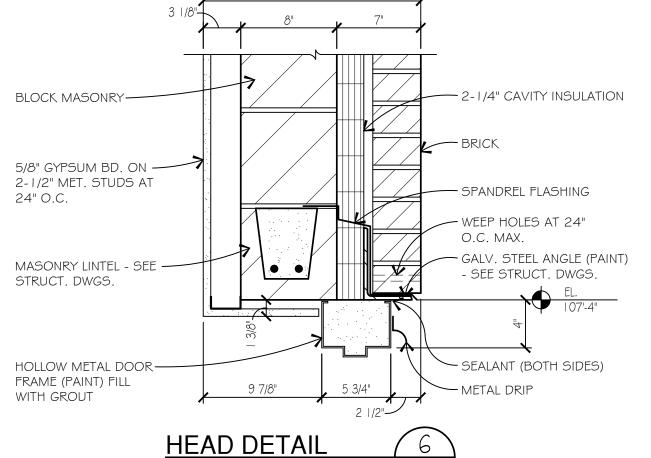


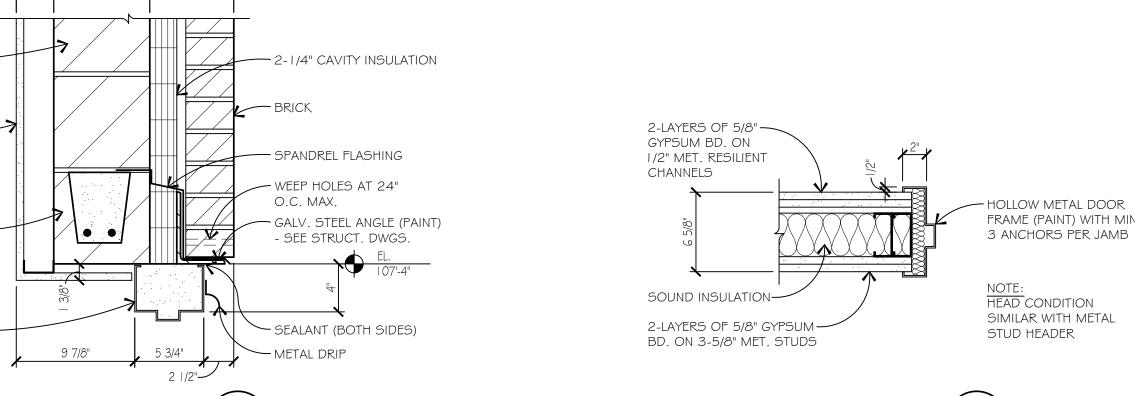


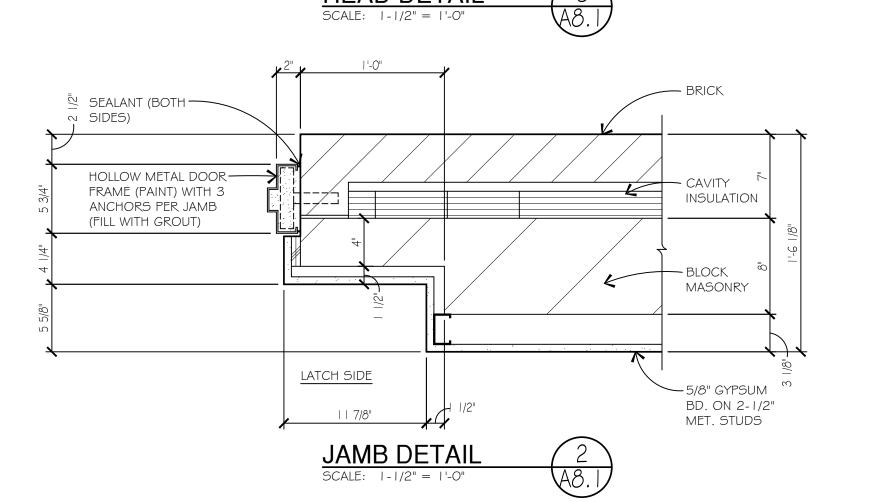


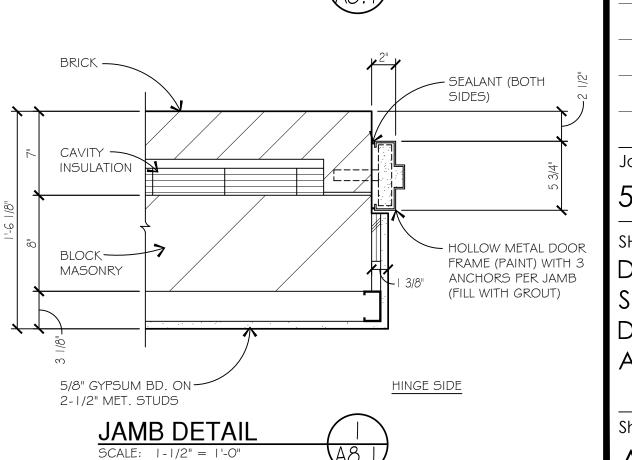
JAMB DETAIL











JAMB DETAIL

HOLLOW METAL DOOR

NOTE: HEAD CONDITION

STUD HEADER

SIMILAR WITH METAL

FRAME (PAINT) WITH MIN.



Date Issued

Bids & Permit APRIL 29,2024

Job Number

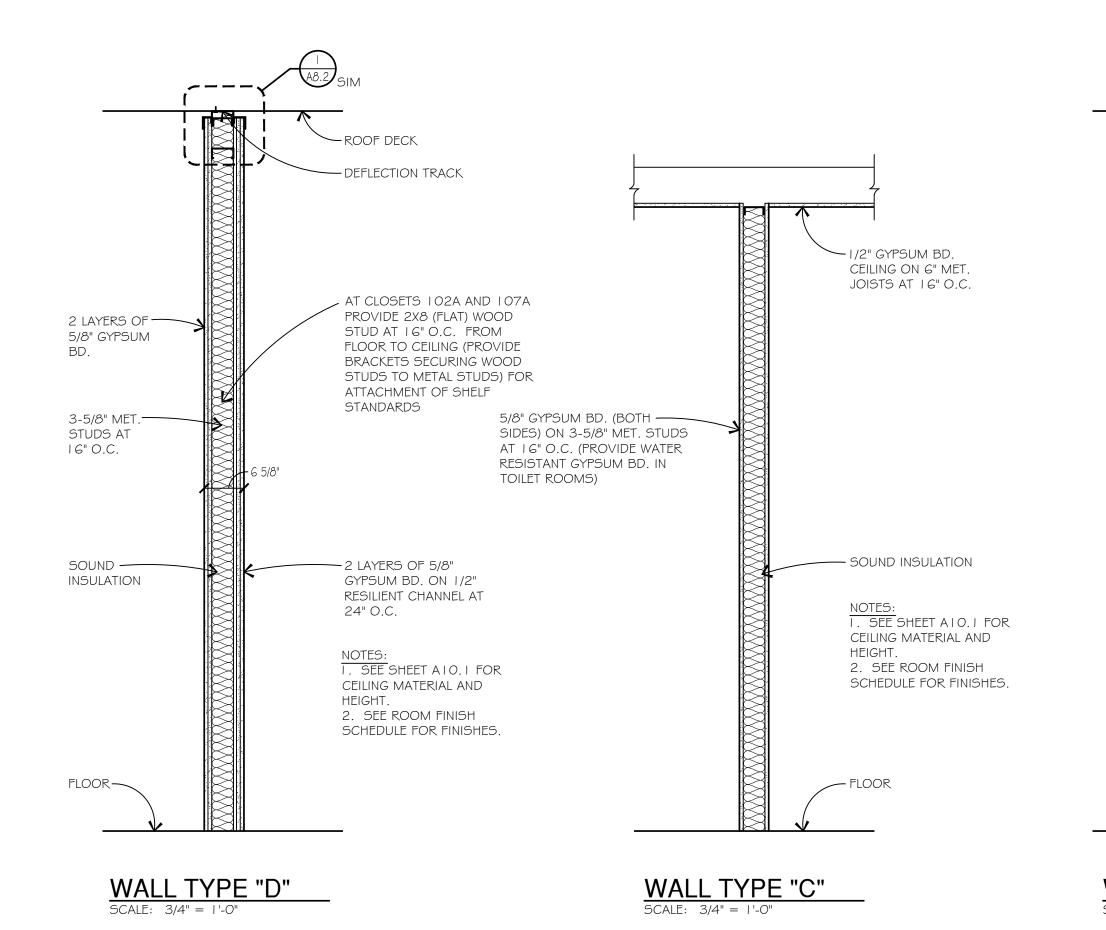
SHEET TITLE DOOR SCHEDULE, DOOR TYPES AND DETAILS

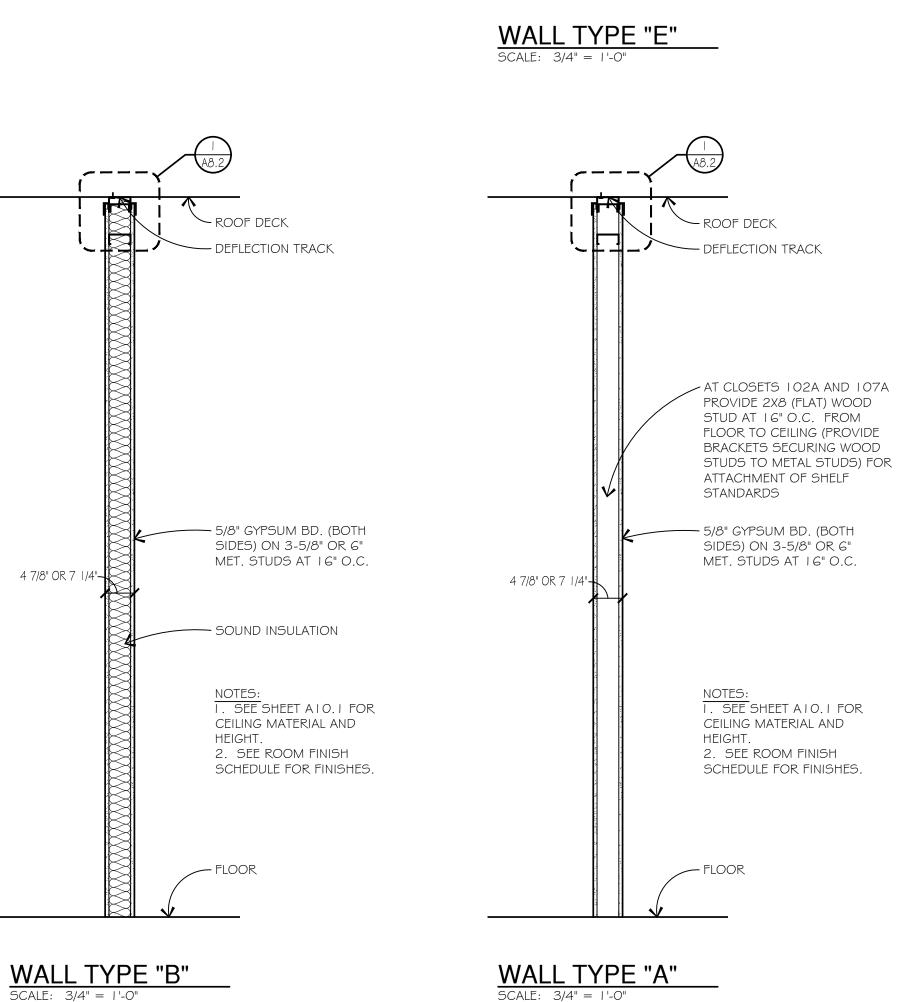
| | ROOM NAME | | | FL | -0 | OF | ł | | | E | 3 A \$ | SE | | | | | | V | NΑ | ٩LI | .S | | | | | | | | | | CE | EILII | NG | ì | | | | REMARKS | |
|---|---|--------------------------|----------------|--------|--------|---------|-----|---|-------|--------------------------|---------------|------|---------|--------------------------------------|--------------|----------------|----|-----|----------|-----|--|------------------|------|-------|-----|----------------|-----------------------|--|---------|---------|---------|---------------|--|-----|----------|---------|-----|----------------|--|
| | | | | | | | | | | | | | | | | MA | TE | RIA | LS | ; | | F | INIS | SH | | | | MA | ΓER | IAL | S | | ı | FIN | ISH | HG | iΤ. | - | |
| | | □ POLISHED CONCRETE SLAB | DORCELAIN TILE | 3 | 4 | 5 (6 | 3 7 | 8 | HDIH9 | 0 6" HIGH PORCELAIN TILE | 11 | 12 1 | 3 1 | 4 GLASS IN ALUMINUM STOREFRONT FRAME | GYPSUM BOARD | DORCELAIN TILE | 18 | 19 | 20 | 21 | \frac{1}{2} \frac^ | 5 FACTORY FINISH | | 26 27 | _ | © GYPSUM BOARD | & EXPOSED CONTRUCTION | ≅ 2X2 LAY-IN WASHABLE ACOUSTICAL PANEL | 32 3 | 3 3 34 | 4 35 | 5 36 | E 25 25 25 25 25 25 25 25 25 25 25 25 25 | | | | | | |
| | /ESTIBULE | | 2 | | | | | | | 10 | | | | 15 | 16 | ; | | | | | 2 | 3 24 | | | | 29 | | | | | | | 3 | 38 | | 8'-8" | | | |
| F | RECEPTION / CONVERSATION LOUNGE | 1 | | | | | | | 9 | | | | | 15 | 16 | ; | | | | | 2 | 3 24 | | | | | 30 | | | | | 1 1 | 3 | 38 | | | | SEE NOTE NO. 2 | |
| - | QUIET ROOM | 1 | | | | | | | 9 | | | | | + | 16 | | | | | | 2 | - | | | 28 | | | | | | | + + | + | _ | 39 | 10'-0'' | | | |
| | CLOSET | 1 | | | + | + | - | + | 9 | | - | | + | + | 16 | | | | _ | | 2: | _ | + | | 28 | | | | + | + | + | ++ | + | | _ | 9'-0" | | | |
| _ | | ┟ | | | + | _ | _ | - | 9 | | - | + | + | + | 16 | | | | _ | | _ | _ | + | | 120 | | 20 | | + | + | + | ++ | + | + | 9 | 19-0 | | OFF NOTE NO. 4 | |
| | MECHANICAL & ELECTRICAL ROOM PROGRAM DIRECTOR | <u> </u> | | | 4 | _ | _ | - | 9 | | _ | | + | + | | | | | | | 2: | | - | | 28 | | 30 | | _ | _ | + | | _ | ٠, | | 9'-0" | | SEE NOTE NO. 1 | |
| | XECUTIVE DIRECTOR | 1 | | | + | | | + | 9 | | - | | | + | 16 16 | | | | | | 2: | | | | 28 | | | | | - | + | + | + | | 39 39 | 9'-0" | | | |
| | STAFF WORKROOM | 1 | | | + | | | - | 9 | | | | + | + | 16 | | | | | | 2: | | | | 28 | | | | | - | + | ++ | + | _ | 39 | 9'-0" | | | |
| | CLASSROOM | 1 | | | + | + | + | + | 9 | | _ | + | + | 15 | 16 | | | | _ | | 2 | | | | 28 | | | | + | + | + | + | + | | 39 | 10'-0" | | | |
| , | CLOSET | 1 | | | | | | | 9 | | | | | \top | 16 | | | | | | 2 | 3 | | | 28 | | | | | | | 1 1 | 1 | 3 | 39 | 9'-0" | | | |
| | CONSULT | 1 | | \Box | \top | \top | | | 9 | | | | | \top | 16 | <u> </u> | | | \dashv | | 2 | 3 | | | 28 | | | \Box | \top | | | 1 1 | 十 | 3 | 39 | 9'-0" | | | |
| | CONSULT | 1 | | | | | | | 9 | | | | | ╧ | 16 | | | | | | 2 | 3 | | | 28 | | | | | | | | | _ 3 | 39 | 9'-0" | | | |
| | TORAGE | 1 | | | | | | | 9 | | | | | | 16 | | | | | | 2 | 3 | | | 28 | | | | | | | | | 3 | 39 | 9'-0" | | | |
| 4 | OILET ROOM | | 2 | | | | | | | | | | | | | 17 | | | | | | 24 | | | | 29 | | | | | | | | 38 | | 9'-0" | | | |
| _ | GREAT ROOM | 1 | | | | \perp | | | 9 | | | | \perp | 15 | 16 | | | | | | 2 | | | | | | 30 | | | | | $\perp \perp$ | 3 | 38 | | | | SEE NOTE NO. 2 | |
| | T ROOM | 1 | | | | | | | 9 | | | | \perp | \perp | 16 | | | | | | 2 | | | | 28 | | | | \perp | \perp | \perp | $\perp \perp$ | \perp | | 39 | 9'-0" | | | |
| | SANQUET HALL SERVICE | | 2 | | _ | \perp | | _ | | 10 | | _ | \perp | \perp | 16 | | | | | | 2 | | _ | | | | | 31 | \perp | \perp | \perp | $\perp \perp$ | \perp | | 39 | 9'-0" | | | |
| _ | TORAGE | 1 | | | _ | \perp | | _ | 9 | | | | \perp | \bot | 16 | | | | | | 2: | | - | | 28 | | _ | | \perp | \perp | \bot | ++ | \perp | | 39 | 9'-0" | | | |
| | OFFICE | 1 | I | ı İ | - 1 | - 1 | - 1 | 1 | 9 | | - 1 | - 1 | - 1 | - 1 | 16 |) I | 1 | | 1 | | 2 | 3 | 1 | 1 1 | 28 | 1 | 1 | ı 1 | | - 1 | - 1 | 1 | - 1 | 3 | 39 | 9'-0" | | I | |

ROOM FINISH SCHEDULE NOTES

I. PROVIDE 4'-0" HIGH X 4'-0" LONG FRP PANELS ON BOTH WALLS AT

2. PROVIDE ACOUSTICAL METAL ROOF DECK, SEE STRUCTURAL DWGS.

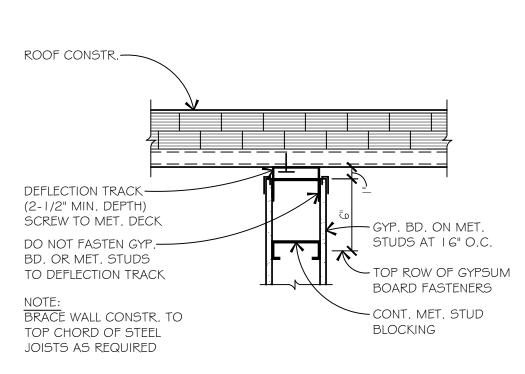




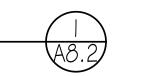
5/8" GYPSUM BD. (BOTH —

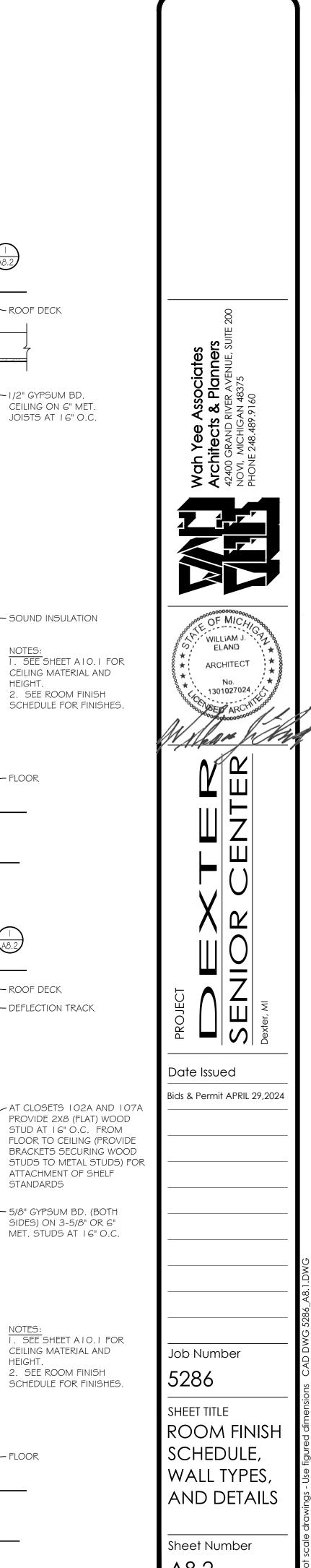
SIDES) ON 3-5/8" OR 6" MET. STUDS AT 16" O.C. (PROVIDE WATER RESISTANT GYPSUM

BD. IN TOILET ROOMS)



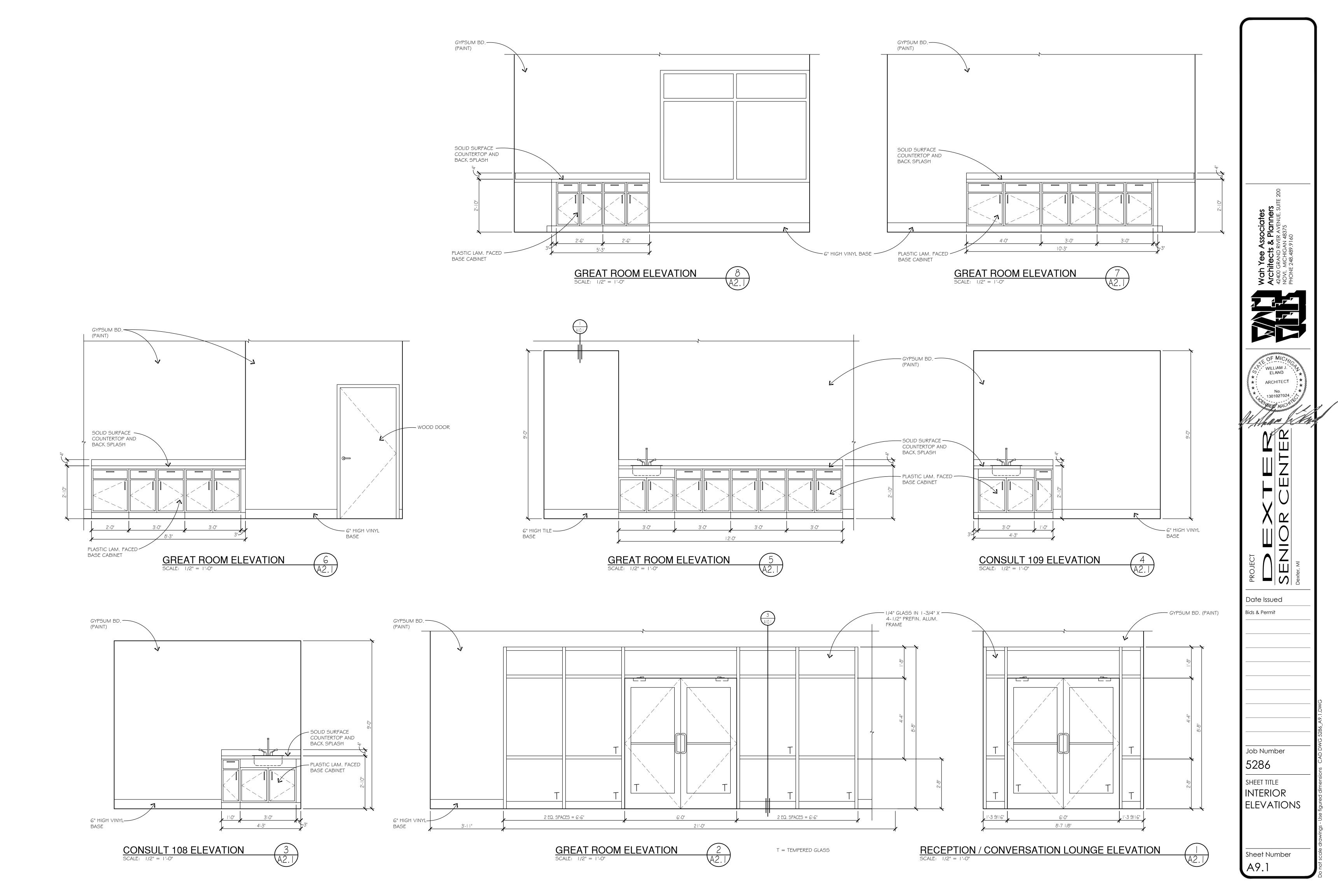
DEFLECTION TRACK DETAIL SCALE: 1-1/2" = 1'-0"

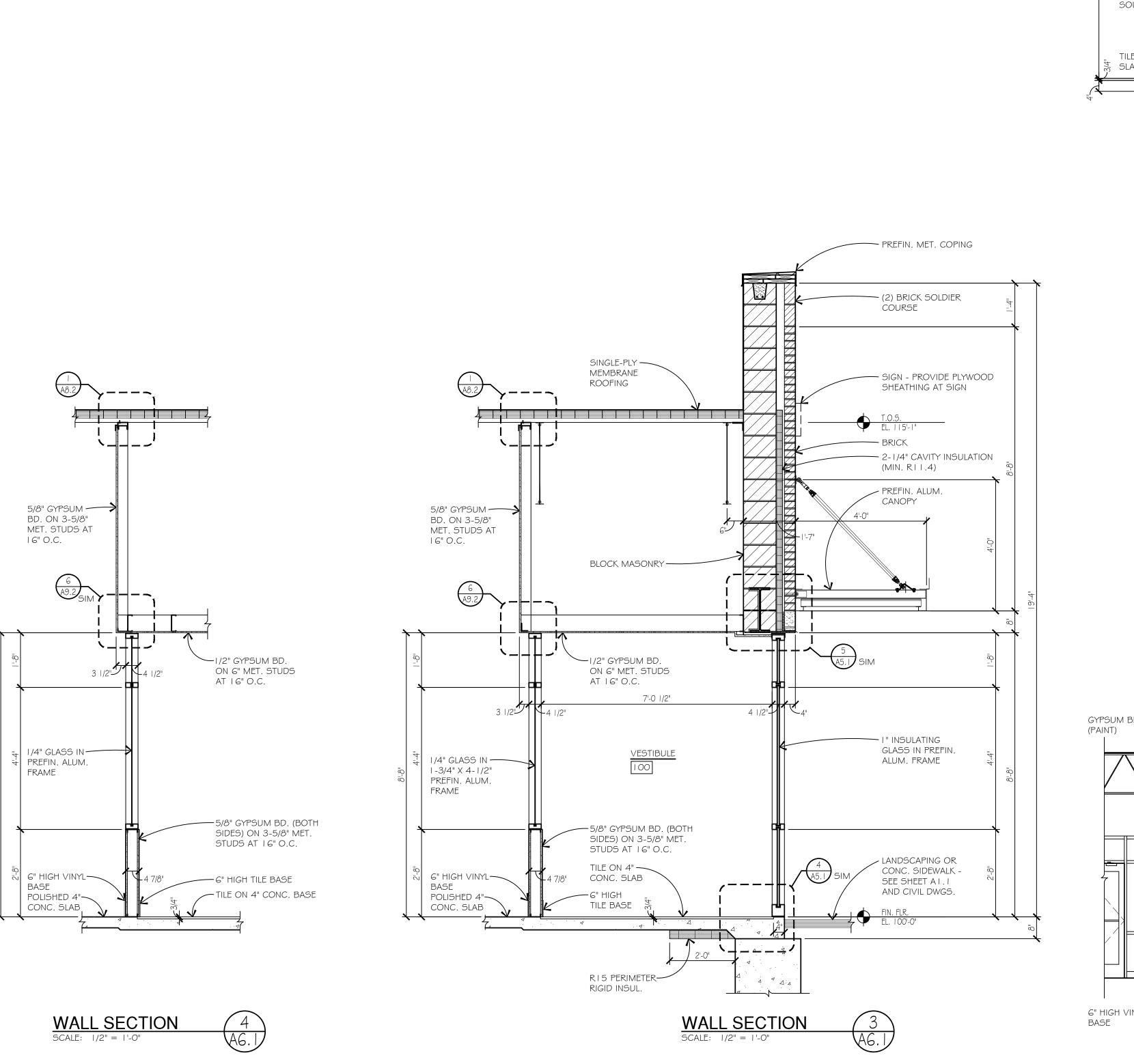


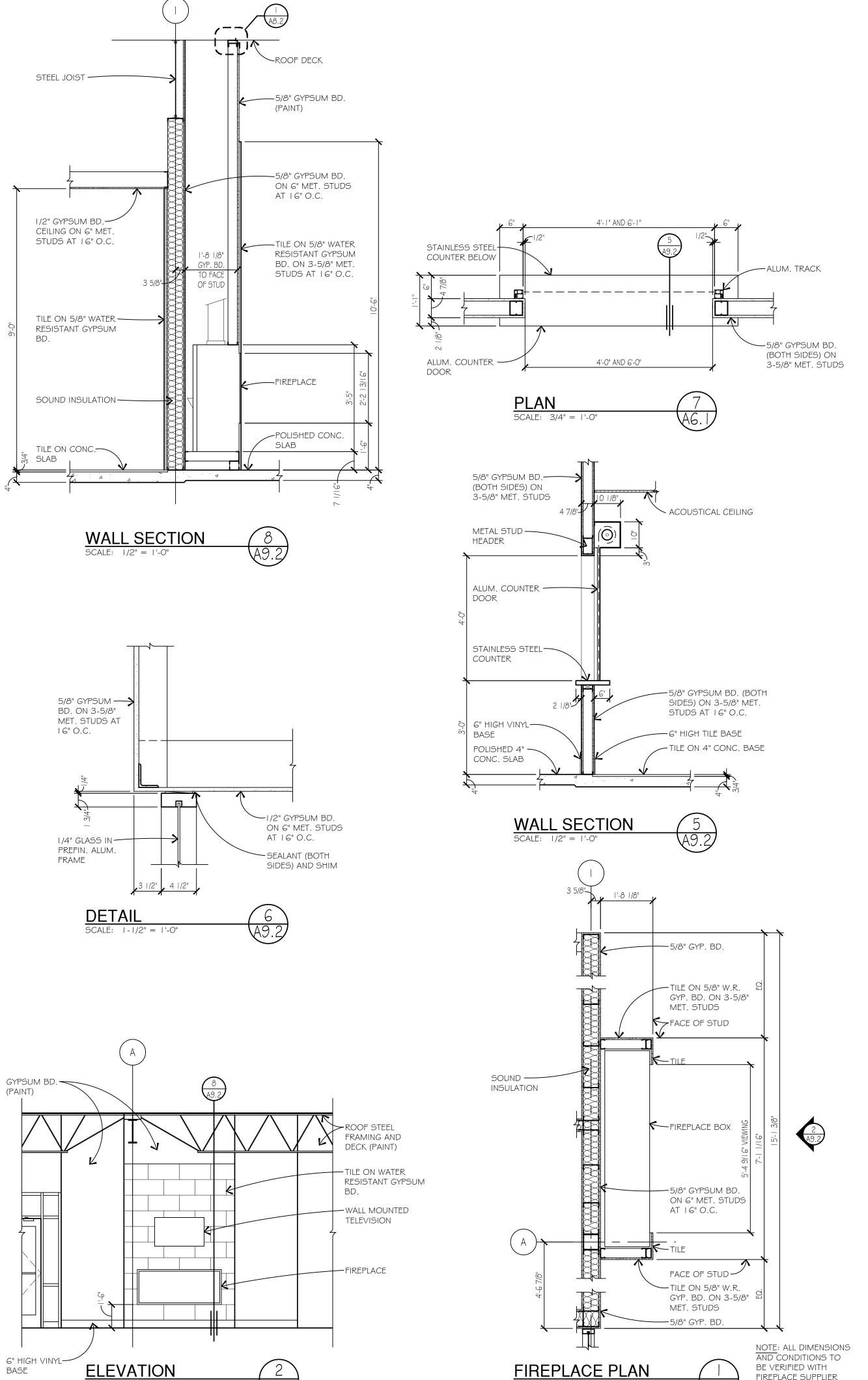


-1/2" GYPSUM BD. CEILING ON 6" MET. JOISTS AT 16" O.C.

- SOUND INSULATION



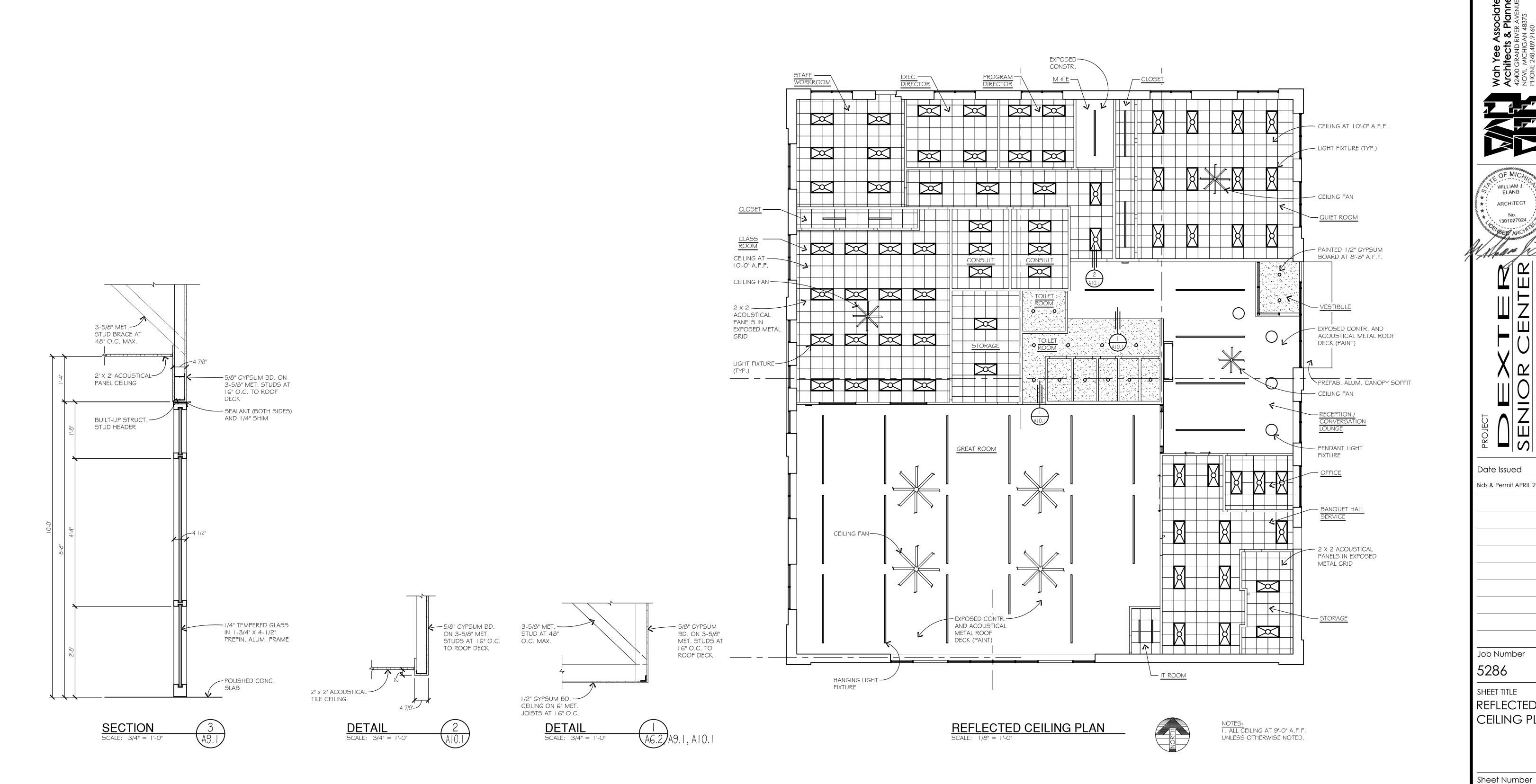




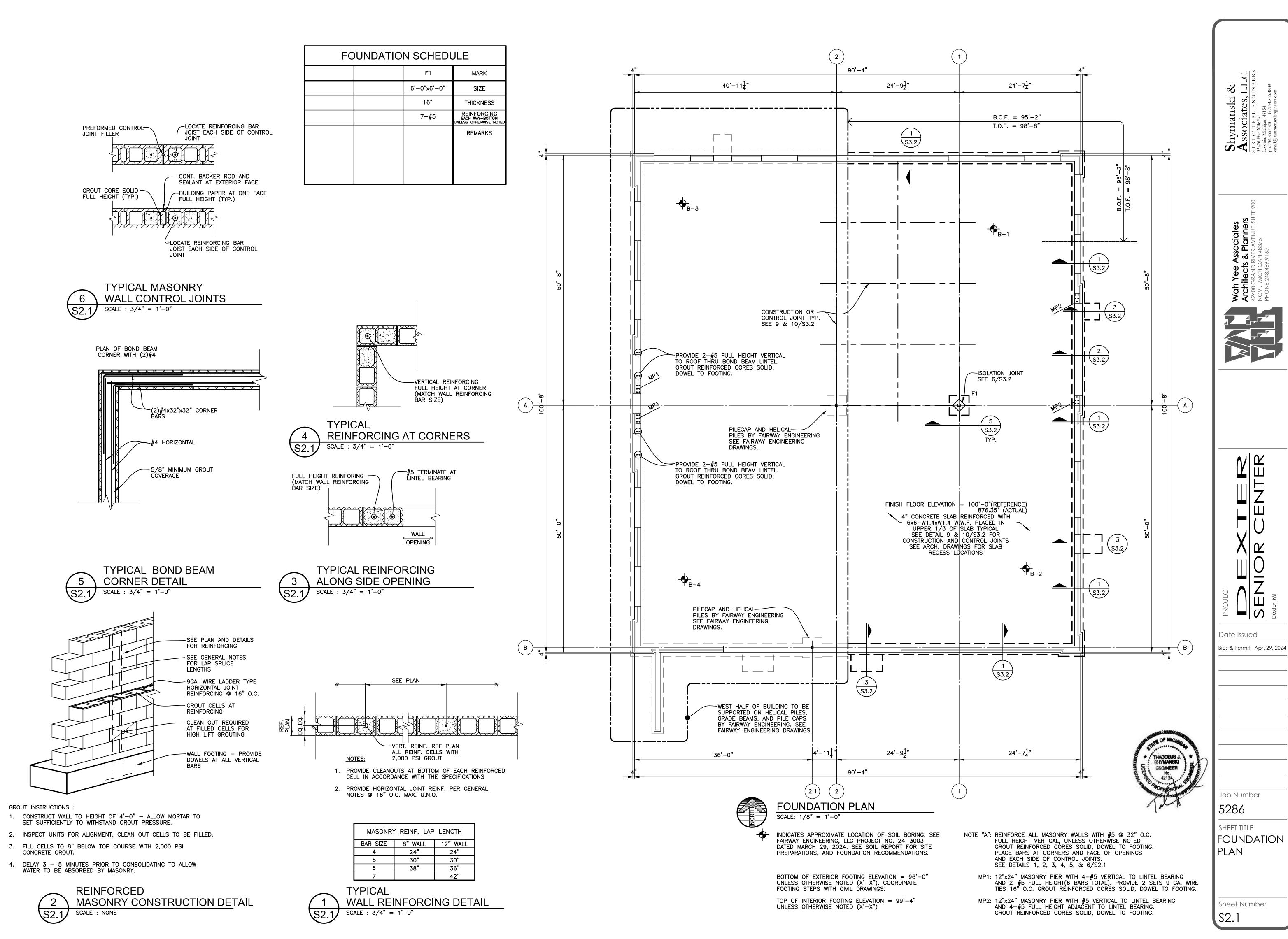
SCALE: 1/4" = 1'-0"

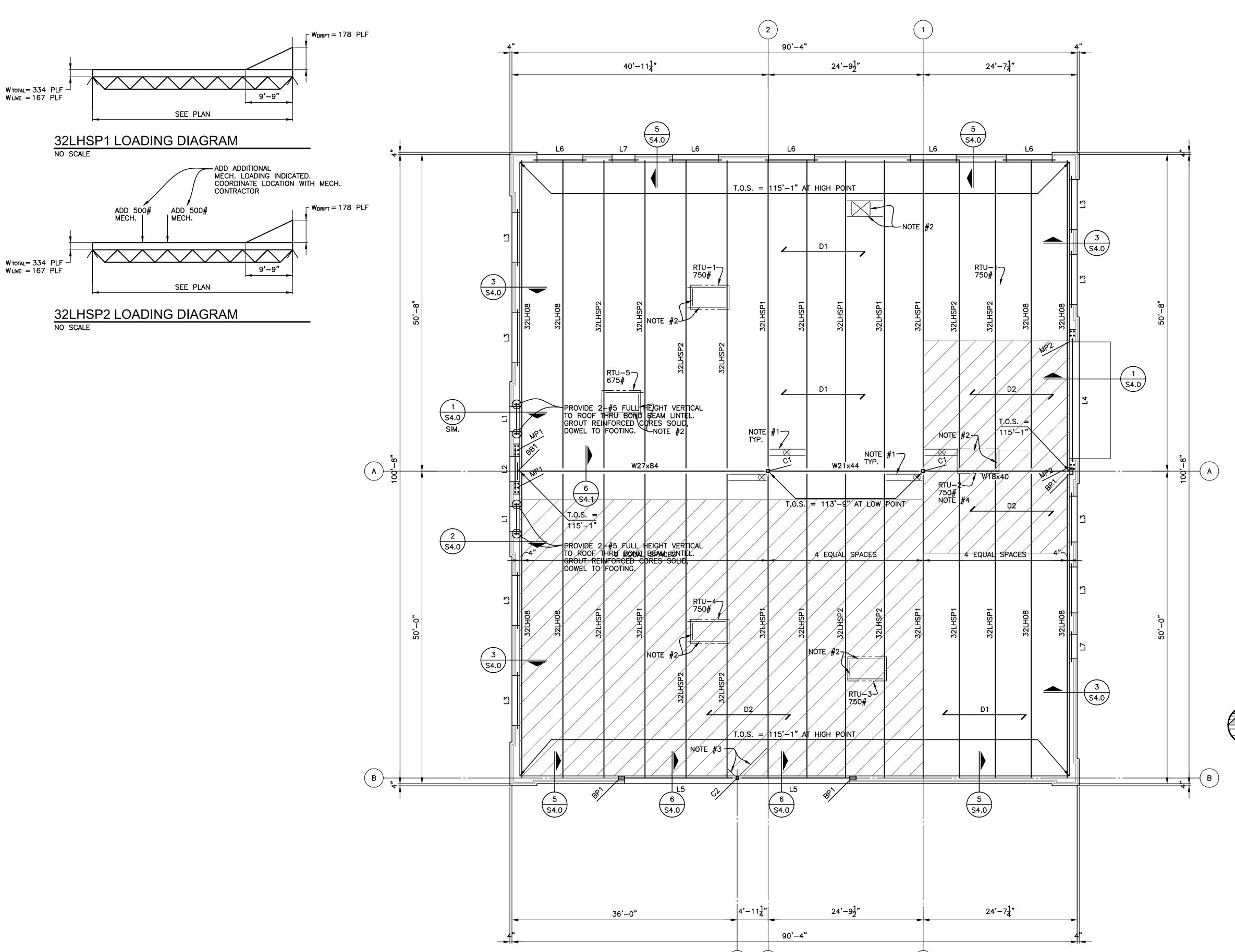
WILLIAM J. ELAND ARCHITECT Date Issued Bids & Permit APRIL 29, 2024 Job Number 5286 SHEET TITLE MISC. PLANS ELEVATIONS AND DETAILS

FIREPLACE SUPPLIER

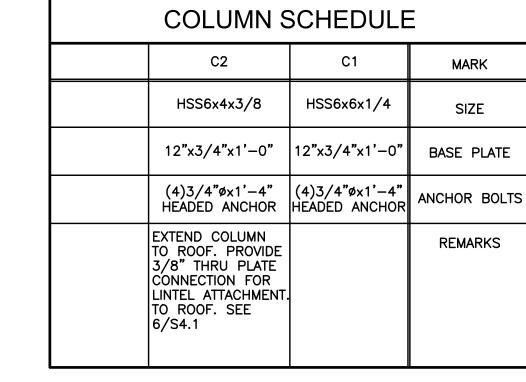


WILLIAM J. ELAND ARCHITECT Date Issued Bids & Permit APRIL 29, 2024 Job Number 5286 SHEET TITLE REFLECTED CEILING PLAN





(2.1)







ROOF FRAMING PLAN SCALE: 1/8" = 1'-0"

1 1/2-22 GA. WIDE RIB METAL DECK (3 SPAN MINIMUM) SEE DETAIL 5/S4.1

1 1/2-22 GA. ACOUSTIC WIDE RIB METAL DECK
(3 SPAN MINIMUM)(SHOWN HATCHED) SEE DETAIL 5/S4.1
VERIFY EXTENT OF ACOUSTIC DECK WITH ARCH. DRAWINGS NOTE #1: PROVIDE L3x3x1/4 ALL AROUND AT ROOF DRAINS COORDINATE LOCATION WITH ARCH. DRAWINGS

NOTE #2: PROVIDE L5x3 1/2x5/16 LLV ALL AROUND AT RTU SUPPORT CURB AND ROOF OPENINGS. VERIFY LOCATION

WITH MECH. CONTRACTOR. SEE DETAILS 1 & 2/S4.1 NOTE #3: PROVIDE L3x3x1/4 BRACING AT JOIST TOP CHORD.
ATTACH TO COLUMN

NOTE #4: LOCATE CURB OF RTU OVER GIRDER BEAM. PROVIDE HSS5x4x1/4 SHIM ON GIRDER BEAM FOR SUPPORT OF RTU. WELD TO TOP OF GIRDER BEAM WITH 3/16" FILLET WELD 2" @ 12" O.C. EACH SIDE. PROVIDE HARD WOOD BLOCKING IN DECK FLUTES BELOW RTU SUPPORT CURB TO AVOID CRUSHING OF METAL DECK. SEE DETAIL 1 & 2/S4.1 SIMILAR.

BB1: W8x28 BOLSTER BEAM x 2'-8" LONG SEE DETAILS 4 & 8/S4.0

MP1, & MP2: SEE SHEET S2.1

JOIST FRAMING NOTES:

1: JOIST SUPPLIER TO PROVIDE BRIDGING AS REQUIRED PER SJI

2: JOIST SUPPLIER TO DESIGN ALL ROOF JOISTS FOR A NET UPLIFT OF 15 PSF (DO NOT REDUCE BY 0.6W).

SEE SHEET S3.1 FOR LINTEL SCHEDULE SEE SHEET S3.1 FOR BEARING PLATE SCHEDULE Shymanski &
Associates, L.L.C.
structural engineers
3346 Five Mile Rd.
Livonia, Michigan 48154
ph.734,855,4810
pm.31/@netempth.molaningers

Date Issued

Bids & Permit Apr. 29, 2024

Job Number

SHEET TITLE

FRAMING PLAN

GENERAL NOTES GENERAL CONDITIONS

- 1. IF ANY GENERAL NOTE CONFLICTS WITH ANY DETAIL OR NOTE ON THE PLANS OR IN THE SPECIFICATIONS, THE STRICTEST PROVISION SHALL GOVERN.
- 2. THE STRUCTURAL DRAWINGS ARE FOR THE PLACEMENT AND SIZE OF STRUCTURAL COMPONENTS ONLY. O.S.H.A., LOCAL GOVERNMENT CODES AND SAFETY CODE REQUIREMENTS SHALL BE ADHERED TO BY THE CONTRACTOR.
- 3. THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER IT IS FULLY COMPLETED. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE, AND TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION. THIS INCLUDES PROVIDING TEMPORARY BRACING, SHORING, GUYS OR TIE- DOWNS. THESE TEMPORARY SUPPORTS WILL REMAIN IN PLACE UNTIL ALL STRUCTURAL COMPONENTS ARE IN PLACE AND COMPLETED.
- 4. USE OF ENGINEERING DRAWINGS AS ERECTION DRAWINGS BY THE CONTRACTOR IS STRICTLY PROHIBITED. DIMENSIONS SHOWN ON THE STRUCTURAL DRAWINGS ARE FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR BUILDING LAYOUT AND LOCATION. SEE ARCHITECTURAL DRAWINGS AND SITE PLAN FOR THESE PURPOSES.
- 5. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AT THE RATE OF NO MORE THAN 80 DRAWINGS PER WEEK. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF SHOP DRAWINGS PRIOR TO SUBMITTAL. THE CONTRACTOR SHALL CHECK SHOP DRAWINGS PRIOR TO SUBMITTAL AND IS SOLELY RESPONSIBLE FOR ERRORS & OMISSION IN THE PREPARATION OF SHOP DRAWINGS TO CONFORM TO THE DESIGN DRAWINGS. SUBMIT ELECTRONIC SHOP DRAWINGS FOR ENGINEER REVIEW.
- 6. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL RELEVANT DIMENSIONS AND ELEVATIONS FOR EQUIPMENT INSTALLATIONS AGAINST PURCHASED MANUFACTURER'S CERTIFIED EQUIPMENT DRAWINGS. DIMENSIONS THAT DEPEND UPON SPECIFIC EQUIPMENT SUCH AS ELEVATOR OPENINGS, MECHANICAL EQUIPMENT SUPPORTS, ETC. SHALL BE COORDINATED BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER. SUCH DIMENSIONS SHALL BE PROVIDED ON THE SHOP DRAWINGS BY THE CONTRACTOR PRIOR TO SUBMITTAL TO THE ARCHITECT/ENGINEER.
- 7. PRE-MANUFACTURED ITEMS SUCH AS CANOPIES, AWNINGS, SUNSHADES, ETC. SHALL BE DESIGNED BY SUPPLIER. SUPPLIER SHALL SUBMIT SIGNED AND SEALED SHOP DRAWINGS AND CALCULATIONS BY A REGISTERED ENGINEER IN THE STATE OF MICHIGAN FOR RECORD TO ARCHITECT. SHOP DRAWINGS SHALL INDICATE ALL DESIGN LOADS AND INCLUDE ALL CONNECTIONS AND MATERIAL NECESSARY FOR INSTALLATION OF PRE-MANUFACTURED ITEMS.

FOUNDATIONS

- 1. FOOTINGS SHALL BEAR ON FIRM, UNDISTURBED SOIL WITH A SAFE BEARING CAPACITY OF 2000 P.S.F. IF SOIL OF THIS CAPACITY IS NOT FOUND AT THE ELEVATIONS INDICATED, FOOTINGS SHALL BE ENLARGED OR LOWERED AT THE DIRECTION OF THE ARCHITECT. VERIFY FOUNDATION SOIL BEARING PRESSURE IN FIELD BY SOILS ENGINEER.
- 2. PROVIDE NECESSARY SHEETING SHORING BRACING, ETC. AS REQUIRED DURING EXCAVATIONS TO PROTECT SIDES OF EXCAVATIONS.
- 3. COMPLY FULLY WITH REQUIREMENTS OF OSHA AND OTHER REGULATORY AGENCIES FOR SAFETY PROVISIONS.

- 1. MINIMUM CONCRETE STRENGTH TO BE 3000 P.S.I. @ 28 DAYS, U.O.N.; SLABS SHALL BE 3500 P.S.I. MIN. U.O.N. EXPOSED CONCRETE SHALL BE 4000 PSI WITH 6% + 1% ENTRAINED AIR U.O.N.
 - A. PROVIDE 3000 P.S.I. 28-DAY COMPRESSIVE STRENGTH; W/C RATIO, 0.58 MAXIMUM (NON-AIR-ENTRAINED), 5.0 BAG CEMENT MIX FOR ALL FOUNDATION WORK UNLESS NOTED OTHERWISE.
 - B. PROVIDE 3500 P.S.I. 28-DAY COMPRESSIVE STRENGTH; W/C RATIO, 0.53 MAXIMUM (NON-AIR-ENTRAINED), 5.5 BAG CEMENT MIX FOR ALL INTERIOR SLABS UNLESS NOTED OTHERWISE.
 - C. PROVIDE 4000 P.S.I. 28-DAY COMPRESSIVE STRENGTH; W/C RATIO, 0.45 MAXIMUM (AIR-ENTRAINED), 6.0 BAG CEMENT MIX FOR ALL EXTERIOR CONCRETE UNLESS NOTED OTHERWISE.
- 2. FLYASH OR GROUND GRANULATED BLAST FURNACE SLAG MAY BE SUBSTITUTED UP TO 25% MAXIMUM OF MIX DESIGN CEMENT CONTENT IN NON-EXPOSED CONCRETE MIXES. DO NOT USE IN EXPOSED MIX DESIGNS.
- 3. ALL CONCRETE WORK AND PLACEMENT SHALL CONFORM TO THE LATEST RECOMMENDATIONS OF A.C.I.
- 4. ALL REINFORCING BARS, DOWELS AND TIES SHALL CONFORM TO A.S.T.M. A615 GRADE 60. REINFORCING STEEL SHALL BE CONTINUOUS AND SHALL HAVE MINIMUM 36 BAR DIAMETER LAP AND BE FABRICATED AND PLACED IN ACCORDANCE WITH A.C.I. - 315 LATEST EDITION.
- 5. REINFORCED CONCRETE WALL FOOTINGS SHALL HAVE CORNER BARS AT ALL INTERSECTIONS OF THE SAME SIZE AND SPACING AS THE MAIN HORIZONTAL REINFORCING.
- 6. ALL SLABS ON GROUND SHALL BE 4" THICK AND HAVE 6" X 6" W1.4 X W1.4 WELDED WIRE FABRIC IN THE TOP 1/3 OF THE SLAB, UNLESS OTHERWISE NOTED.
- 7. CONCRETE CONTRACTOR SHALL INCLUDE IN HIS COST ADDITIONAL CONCRETE QUANTITY AS REQUIRED TO COMPENSATE FOR DEFLECTIONS OF METAL DECK AND UNSHORED COMPOSITE BEAMS AND TO PROVIDE A LEVEL CONCRETE SURFACE.
- 8. FIELD AND SHOP TESTING OF CONCRETE WORK SHALL INCLUDE INSPECTION OF REINFORCING STEEL PLACEMENT, REBARS, NUMBER, LOCATION, AND LAP SPLICE LENGTH.
- 9. PROVIDE DOWELS INTO FOUNDATION TO MATCH SIZE AND SPACING OF VERTICAL REINFORCEMENT AT ALL COLUMNS AND WALLS, UNLESS OTHERWISE NOTED.
- 10. UNLESS OTHERWISE SHOWN, PROVIDE THE FOLLOWING COVER FOR REINFORCING STEEL:

| Α. | UNFORMED SURFACES IN CONTACT WITH EARTH | -3 | IN. |
|----|---|--------|-----|
| В. | UNFORMED SURFACES OVER MOISTURE BARRIERS | -2 | IN. |
| C. | FORMED SURFACES EXPOSED TO EARTH OR WEATHER | | |
| | OR WATER PROOFING/DAMP PROOFING | | |
| | #6 OR LARGER | -2 | IN. |
| | #5 OR SMALLER | -1 1/2 | IN. |
| D. | FORMED SURFACES NOT EXPOSED TO EARTH | | |
| | OR WEATHER | | |
| | SLABS AND WALLS | -3/4 | IN. |
| | COLUMNS | -1 1/2 | IN. |

-1 1/2 IN.

MASONRY

BEAMS AND GIRDERS

- 1. THE MASONRY PORTIONS OF THIS STRUCTURE ARE DESIGNED ACCORDING TO THE LATEST ALLOWABLE STRESS DESIGN PROVISIONS OF THE MASONRY STANDARDS JOINT COMMITTEE (MSJC) BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (ACI 530/ASCE 602) INCLUDING SECTIONS 2106 AND 2107 OF CHAPTER 21 IN THE MICHIGAN BUILDING CODE. MASONRY COMPONENTS HAVE BEEN DESIGNED ACCORDING TO THE PROVISIONS FOR SEISMIC DESIGN CATEGORY B.
- 2. ALL STRUCTURAL MASONRY IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST MASONRY STANDARDS JOINT COMMITTEE (MSJC) BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES (TMS 402/ACI 530/ASCE 5) AND SPECIFICATIONS FOR MASONRY STRUCTURES (TMS 602/ACI 530.1/ASCE 6) MASONRY SUBMITTALS ARE REQUIRED BY ACI 530.1/ASCE 6/TMS 602. SECTION 1.5 MASONRY TESTING AND INSPECTIONS ARE REQUIRED BY ACI 530.1/ASCE 6/TMS 602 SECTION 1.6, TABLE 5.

MASONRY (CONT.)

- 3. ALL STRUCTURAL MASONRY HAS BEEN ENGINEERED IN ACCORDANCE WITH CHAPTER 2 ALLOWABLE STRENGTH DESIGN. COMPRESSION STRENGTH SHALL BE DETERMINED ACCORDING TO THE UNIT STRENGTH METHOD FOR CONCRETE MASONRY MSJC SECTION 1.4. B.2.b.
- 4. ALL BLOCK SHALL CONFORM TO ASTM C90, TYPE I, WITH A MINIMUM UNIT NET AREA COMPRESSIVE STRENGTH OF 2800 PSI.
- 5. MASONRY COMPRESSIVE STRENGTH f'm = 2000 PSI MINIMUM.
- 6. MORTAR SHALL BE TYPE "S" (1800 PSI) CONFORMING TO ASTM C-270. USE MORTAR CEMENT WHERE EXTERIOR WALLS ARE UNREINFORCED.
- 7. PROVIDE HORIZONTAL WIRE TYPE REINFORCING WITH 9 GAUGE SIDE AND CROSS MEMBERS IN EVERY SECOND COURSE (16" O.C.), IN ALL MASONRY WALLS. WALLS WITH VERTICAL REINFORCING SHALL ONLY HAVE "LADDER" TYPE REINFORCING.
- 8. ALL REINFORCING BARS, DOWELS AND TIES SHALL CONFORM TO A.S.T.M. A615 GRADE 60. REINFORCING STEEL SHALL BE CONTINUOUS, FABRICATED AND PLACED IN ACCORDANCE WITH A.C.I. - 315 LATEST EDITION AND HAVE THE FOLLOWING MINIMUM LAP LENGTHS:

| BAR SIZE | 8" CMU | 12" CMU |
|----------|------------|-------------|
| #3 | 18" | 18" |
| #4 | 24" | 24" |
| #5 | 30" | 30" |
| #6 | 38" | 36" |
| #7 | | 42" |
| #8 | PROVIDE ME | ECH. SPLICE |

- 9. ALL MASONRY BEARING STEEL BEAMS AND LINTELS TO BEAR 8" MINIMUM ON 3 COURSES SOLID MASONRY, WITH 2-3/4" DIAMETER BOLTS EACH END, UNLESS OTHERWISE NOTED.
- 10. UNLESS OTHERWISE NOTED WHERE STEEL JOISTS BEAR ON MASONRY, PROVIDE A MINIMUM OF ONE COURSE OF SOLID BLOCK BELOW K-SERIES JOISTS AND A MINIMUM OF TWO COURSES SOLID BELOW LH SERIES JOISTS.
- 11. ALL MASONRY BELOW GRADE SHALL BE GROUTED SOLID.
- 12. MASONRY GROUT SHALL CONFORM TO ASTM C 476, WITH PEA GRAVEL AGGREGATE AND A MINIMUM STRENGTH OF 2000 PSI, BUT NOT LESS THAN SPECIFIED f'm.
- 13. UNLESS OTHERWISE NOTED, AT ALL MASONRY WALLS PROVIDE THE FOLLOWING LINTELS:

8" WALLS

(2) L4x3 1/2 x 5/16 LLV FOR OPENINGS UP TO 4'-0" (2) L5x3 1/2 x 5/16 LLV FOR OPENINGS UP TO 5'-4" W8x18 + 3/8" PLATE FOR OPENINGS UP TO 8'-0" W8x28 + 3/8" PLATE FOR OPENINGS UP TO 12'-4"

12" WALLS:

(3) L4x3- 1/2 x 5/16 LLV FOR OPENINGS UP TO 4'-0" (3) L5x3-1/2 x 5/16 LLV FOR OPENINGS UP TO 5'-4" W8x18 + 3/8" PLATE FOR OPENINGS UP TO 8'-0" W8x28 + 3/8" PLATE FOR OPENINGS UP TO 12'-4"

- 14. ALL DOUBLE ANGLE LINTELS SHALL BE WELDED BACK TO BACK WITH A MINIMUM 2 INCH STITCH WELD EVERY 8 INCHES.
- 15. UNLESS OTHERWISE NOTED, PROVIDE L5 X 3-1/2 X 5/16 L.L.V. LINTEL FOR EACH 4" OF MASONRY FOR SPANS UP TO 5'-4" MAX.
- 16. PROVIDE DOWELS INTO FOUNDATION TO MATCH SIZE AND SPACING OF VERTICAL REINFORCEMENT AT ALL COLUMNS AND WALLS, UNLESS OTHERWISE NOTED.

STRUCTURAL STEEL

- 1. STEEL DESIGN, FABRICATION AND ERECTION TO BE IN ACCORDANCE WITH THE LATEST A.I.S.C. MANUAL AND SPECIFICATION FOR STRUCTURAL STEEL FOR BUILDINGS. ALL WIDE FLANGE BEAMS AND COLUMNS SHALL CONFORM TO THE LATEST ASTM. SERIAL DESIGNATION A992, GR50; ALL MISCELLANEOUS STEEL PLATES, BARS, ANGLES, ETC., SHALL CONFORM TO ASTM A36; STEEL TUBING TO BE ASTM A500, GRADE B; STEEL PIPE ASTM. A-53, GRADE B. ANCHOR BOLTS TO BE ASTM F1554 GRADE 36 KSI MINIMUM UNLESS OTHERWISE NOTED
- 2. UNLESS OTHERWISE NOTED OR SHOWN, ALL BEAM CONNECTIONS TO HSS 5 X 5 OR SMALLER COLUMN,5"Ø OR SMALLER COLUMN, OR ANY TUBE COLUMN REGARDLESS OF SIZE WITH A WALL THICKNESS LESS THAN 3/8" SHALL BE MADE WITH THRU PLATES WELDED TO BOTH WALLS OF COLUMN.
- 3. ALL WELDED CONNECTIONS SHALL BE IN ACCORDANCE WITH THE LATEST AWS CODE, E70XX ELECTRODES, WITH WELDING PERFORMED BY QUALIFIED
- 4. BOLTED CONNECTIONS SHALL BE MADE WITH A-325 OR A-490 BOLTS. ALL BOLTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST SPECIFICATIONS FOR "STRUCTURAL JOINTS USING A.S.T.M. A-325 OR A-490 BOLTS." TYPICAL BOLTED CONNECTIONS ARE "BEARING TYPE" UNLESS NOTED OTHERWISE.
- 5. DESIGN CONNECTIONS FOR MINIMUM ONE-HALF THE TOTAL ALLOWABLE UNIFORM LOAD PER A.I.S.C. BEAM LOAD TABLES, UNLESS OTHERWISE NOTED. (MIN. 2 BOLTS EACH CONNECTION).
- 6. THE STRUCTURAL STEEL CONTRACTOR SHALL INCLUDE (5) TONS OF ADDITIONAL STEEL, INCLUDING FABRICATION AND ERECTION, TO BE USED AT THE DISCRETION OF THE STRUCTURAL ENGINEER. TONNAGE COST IS TO BE BASE ON TONNAGE PRICE PER JOB. ADDITIONAL STEEL NOT USED IS TO BE CREDITED BACK TO THE OWNER. GENERAL CONTRACTOR IS TO COORDINATE WITH STEEL FABRICATOR AND OWNER.
- 7. THE DESIGN, CONFIGURATION & ERECTION SAFETY OF ALL STRUCTURAL STEEL CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE STRUCTURAL STEEL FABRICATOR. REVIEW AND ACCEPTANCE OF THE SHOP DRAWINGS BY THE ENGINEER SHALL CONSTITUTE APPROVAL OF THE LOAD CARRYING ADEQUACY
- 8. TYPE OF CONSTRUCTION PER ASCE A2.2 IS TYPE 2 "SIMPLE FRAMING" UNLESS NOTED OTHERWISE.
- 9. TEMPORARY ERECTION SEATS SHALL BE PROVIDED AS RECOMMENDED ON PAGE 3-59 OF THE A.I.S.C. PUBLICATION "ENGINEERING FOR STEEL CONSTRUCTION".
- 10. STEEL JOISTS AND JOIST GIRDERS ARE TO BE FABRICATED BY A MEMBER OF THE STEEL JOIST INSTITUTE AND BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH THE LATEST SPECIFICATIONS OF THE S.J.I. ROOF JOISTS AND ROOF JOIST GIRDERS SHALL BE DESIGNED FOR A MAXIMUM TOTAL DEFLECTION OF L/240. FLOOR JOISTS SHALL BE DESIGNED FOR A MAXIMUM TOTAL LIVE LOAD
- 11. ALL PROVISIONS OF THE RECOMMENDED CODE OF STANDARD PRACTICE FOR STEEL JOISTS AS ADOPTED BY THE STEEL JOIST INSTITUTE SHALL BE ADHERED TO.
- 12. STEEL JOIST BEARING ON STEEL BEAMS OR PLATES, TO BE WELDED TO STEEL WITH 2" LONG BEAD EACH SIDE OF BEARING.

DEFLECTION OF L/360.

13. STAGGER JOISTS AS REQUIRED TO ACHIEVE NECESSARY BEARING ON WALLS OR

STRUCTURAL STEEL(CONT.)

- 14. METAL DECK SHALL CONFORM TO ALL REQUIREMENTS OF "BASIC DESIGN SPECIFICATION" AS ADOPTED BY THE STEEL DECK INSTITUTE (S.D.I.). METAL ROOF DECK SHALL BE WIDE RIB WITH NESTING SIDE SEAMS OF DEPTH AND GAGE INDICATED ON THE DRAWINGS. DECK SHALL BE WELDED TO ALL SUPPORTING STEEL WITH PUDDLE WELDS (5/8" DIAMETER MINIMUM), AT 12" ON CENTER MAXIMUM SPACING AND 6" O/C (ALL FLUTES) AT END LAP SUPPORT POINTS AND BUILDING PERIMETER ATTACHMENTS. SIDE LAP CONNECTIONS SHALL BE MADE AT MAXIMUM 3'-0" ON CENTER.(AT MIDPOINT OF SPAN FOR SPAN LESS THAN 6'-0" AT THIRD POINTS OF SPAN FOR SPANS GREATER THAN 6'-0") WITH #10 TEK SCREW MIN. REFER TO SPECIFICATIONS FOR ADDITIONAL ERECTION PROCEDURES.
- 15. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL ANGLES, PLATES, BARS, CLIPS, ETC., ATTACHED TO STRUCTURAL STEEL.
- 16. UNLESS OTHERWISE NOTED, ROOF OPENINGS SHALL BE FRAMED WITH L 5 X 3-1/2 X 5/16 L.L.V. VERIFY EXACT SIZE AND LOCATION OF ALL ROOF OPENINGS WITH ARCHITECTURAL AND MECHANICAL DRAWINGS AND WITH CONTRACTOR INVOLVED.
- 17. THE CONTRACTOR SHALL FURNISH ALL ACCESSORIES INCLUDING CLOSURES, "Z" CLOSURES, COLUMN CLOSURES, SCREED ANGLES AND GIRDER FILLERS AS
- 18. NO LOADS SHALL BE PERMITTED TO BE HUNG FROM ANY ROOF DECK. ALL HANGERS FOR CEILINGS, DUCTWORK, ELECTRICAL CONDUIT, PIPING, ETC., SHALL BE HUNG DIRECTLY FROM STRUCTURAL STEEL WORK OR SUPPLEMENTARY
- 19. MASONRY AND BRICK LINTELS SHALL BE GALVANIZED G90 PER ASTM A123.
- 20. PROVIDE L4X4X1/4 SEATS AT COLUMN WEBS WHERE REQUIRED FOR SUPPORT OF ROOF AND FLOOR DECKS. PROVIDE ANGLE OUTRIGGER FROM EXTERIOR COLUMNS FOR SLAB AND ROOF EDGE PLATE SUPPORT.
- 21. ALL WIDE FLANGE LINTELS TO HAVE MINIMUM 7"x3/8"x0'-7" BEARING PLATE, ALL WIDE FLANGE FLOOR OR ROOF BEAMS TO HAVE MINIMUM 7"x3/8"x0'-7" BEARING PLATE UNLESS OTHERWISE NOTED

SPECIAL INSPECTION

- 1. WORK CONSTRUCTED SHALL BE INSPECTED BY AN INDEPENDENT TESTING AGENCY TO ENSURE COMPLIANCE WITH THE REQUIREMENTS SHOWN ON THE DRAWINGS. INSPECTIONS REQUIRED BY CHAPTER 17 OF THE MICHIGAN BUILDING CODE; LOCAL BUILDING DEPARTMENTS AND THE CONTRACT DOCUMENTS SHALL BE PERFORMED BY AN INDEPENDENT TESTING AGENCY. SITE VISITS BY THE DESIGN ENGINEER DO NOT CONSTITUTE OR REPLACE INSPECTION
- 2. THE FOLLOWING ITEMS SHALL BE INSPECTED IN ACCORDANCE WITH MBC 2015 SEC. 1704 & 1705 BY A CERTIFIED SPECIAL INSPECTOR UNLESS NOTED OTHERWISE IN REMARKS COLUMN. ALL INSPECTION SHALL BE CONTINUOUS UNLESS OTHERWISE NOTED. ALL PRODUCTS WITH ICC APPROVALS SHALL BE INSTALLED PER THE APPROVAL AND PER MANUFACTURER'S RECOMMENDATIONS. FOR MATERIAL TESTING REQUIREMENTS, SEE SPECIFICATIONS AND/OR GENERAL NOTES. TESTING AGENCY SHALL SEND COPIES OF ALL STRUCTURAL TESTING AND INSPECTION REPORTS DIRECTLY TO THE ARCHITECT.
 - INSPECTION OF FABRICATOR'S (SEC. 1704.2.5) *
 - FABRICATION AND IMPLEMENTATION PROCEDURES 1704.2.5.1
 - *SPECIAL INSPECTION IS NOT REQUIRED FOR FABRICATOR SHOP IF CERTIFICATE OF APPROVAL SUBMITTED BY FABRICATOR'S INSPECTION AGENCY PER EXCEPTION 1704.2.5.1

TABLE 1705.2.2 REQUIRED VERIFICATION AND

| | | | NOT | REFERENCED |
|--|------------|----------|------------|---------------------------------------|
| VERIFICATION AND INSPECTION | CONTINUOUS | PERIODIC | APPLICABLE | STANDARD |
| 1. MATERIAL VERIFICATION OF COLD-FORMED STEEL DECK: | | | | |
| a. IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS. | - | х | - | APPLICABLE ASTM MATERIAL STANDARD |
| b. MANUFACTURER'S CERTIFIED TEST REPORTS. | - | Х | - | - |
| 2. INSPECTION OF WELDING: | | | | |
| a. COLD-FORMED STEEL DECK: | | | | |
| 1) FLOOR AND ROOF DECK WELDS. | - | Х | - | AWS D1.3 |
| b. REINFORCING STEEL: | | | | |
| VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A 706. | - | Х | - | |
| 2) REINFORCING STEEL RESISTING FLEXURAL AND AXIAL FORCES IN INTERMEDIATE AND SPECIAL MOMENT FRAMES, AND BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT. | х | - | - | AWS D1.4 ACI 318: SECTION 3.5.2 |
| 3) SHEAR REINFORCEMENT. | Х | - | - | |
| 4) OTHER REINFORCING STEEL. | - | Х | - | |

TABLE 1705.2.3 REQUIRED SPECIAL INSPECTIONS OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS

| <u> </u> | | | | | | |
|--|-------------------------------------|------------------------------------|--|--|--|--|
| ТҮРЕ | CONTINUOUS SPECIAL INSPECTION | PERIOIDIC SPECIAL INSPECTION | REFERENCED STANDARD ^a | | | |
| 1. INSTALLATION OF OPEN-WEB STEEL JOISTS AND JOIST GIRDERS. | | | | | | |
| a. END CONNECTIONS - WELDING OR BOLTED. | - | X | SJI SPECIFICATIONS LISTED IN SECTION 2207.1. | | | |
| b. BRIDGING - HORIZONTAL OR DIAGONAL. | 1 | | | | | |
| 1. STANDARD BRIDGING. | - | Х | SJI SPECIFICATIONS LISTED IN SECTION 2207.1. | | | |
| 2. BRIDGING THAT DIFFERS FROM THE SJI SPECIFICATIONS LISTED IN SECTION 2207.1. | | х | | | | |

FOR SI: 1 INCH = 25.4 MM. a. WHERE APPLICABLE, SEE ALSO SECTION 1705.12, SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE.

TABLE N5.4-1 INSPECTION TASKS PRIOR TO WELDING

| INSPECTION TASKS PRIOR TO WELDING | QC | QA | NOT APPLICABLE |
|---|----|----|-------------------|
| WELDING PROCEDURE SPECIFICATIONS (WPSs) AVAILABLE | Р | Р | - |
| MANUFACTURER CERTIFICATION FOR WELDING CONSUMABLES AVAILABLE | Р | Р | - |
| MATERIAL IDENTIFICATION (TYPE/GRADE) | 0 | 0 | - |
| WELDER IDENTIFICATION SYSTEM ¹ | 0 | 0 | - |
| FIT-UP OF GROOVE WELDS (INCLUDING JOINT GEOMETRY) • JOINT PREPARATION • DIMENSIONS (ALIGNMENT, ROOT OPENING, ROOT FACE, BEVEL) • CLEANLINESS (CONDITION OF STEEL SURFACES) • TACKING (TACK WELD QUALITY AND LOCATION) • BACKING TYPE AND FIT (IF APPLICABLE) | 0 | 0 | - |
| CONFIGURATION AND FINISH OF ACCESS HOLES | 0 | 0 | - |
| FIT-UP OF FILLET WELDS • DIMENSIONS (ALIGNMENT, GAPS AT ROOF) • CLEANLINESS (CONDITION OF STEEL SURFACES) • TACKING (TACK WELD QUALITY AND LOCATION) | 0 | 0 | - |
| CHECK WELDING EQUIPMENT | 0 | - | - |

SPECIAL INSPECTION(CONT.)

TABLE N5.4-2 INSPECTION TASKS DURING WELDING

| INSPECTION TASKS DURING TO WELDING | QC | QA | NOT APPLICABLE |
|---|----|----|-------------------|
| USE OF QUALIFIED WELDERS | 0 | 0 | - |
| CONTROL AND HANDLING OF WELDING CONSUMABLES • PACKAGING • EXPOSURE CONTROL | 0 | 0 | - |
| NO WELDING OVER CRACKED TACK WELDS | 0 | 0 | - |
| ENVIRONMENTAL CONDITIONS • WIND SPEED WITHIN LIMITS • PRECIPITATION AND TEMPERATURE | 0 | 0 | - |
| WPS FOLLOWED • SETTINGS ON WELDING EQUIPMENT • TRAVEL SPEED • SELECTED WELDING MATERIALS • SHIELDING GAS TYPE/FLOW RATE • PREHEAT APPLIED • INTERPASS TEMPERATURE MAINTAINED (MIN./MAX.) • PROPER POSITION (F, V, H, OH) | 0 | 0 | - |
| WELDING TECHNIQUES • INTERPASS AND FINAL CLEANING • EACH PASS WITHIN PROFILE LIMITATIONS • EACH PASS MEETS QUALITY REQUIREMENTS | 0 | 0 | - |

TABLE N5.4-3 INSPECTION TASKS AFTER WELDING

| INSPECTION TASKS AFTER WELDING | QC | QA | NOT APPLICABLE |
|--|--------------------|------------|-------------------|
| WELDS CLEANED | 0 | 0 | - |
| SIZE, LENGTH AND LOCATION OF WELDS | Р | Р | - |
| WELDS MEET VISUAL ACCEPTANCE CRITERIA CRACK PROHIBITION WELD/BASE-METAL FUSION CRATER CROSS SECTION WELD PROFILES WELD SIZE UNDERCUT POROSITY | P | P | - |
| ARC STRIKES | Р | Р | - |
| K-AREA ¹ | Р | Р | - |
| BACKING REMOVED AND WELD TABS REMOVED (IF REQUIRED) | Р | Р | - |
| REPAIR ACTIVITIES | Р | Р | - |
| DOCUMENT ACCEPTANCE OR REJECTION OF WELDED JOINT OR MEMBER | Р | Р | - |
| ¹ WHEN WELDING OF DOUBLER PLATES, CONTINUITY PLATES OF STIFFENERS HAS B VISUALLY INSPECT THE WEB K-AREA FOR CRACKS WITHIN 3 IN. (75MM) OF THE | EEN PERFORMED IN T | HE K-AREA, | |

TABLE N5.6-1 INSPECTION TASKS PRIOR TO BOLTING

| INSPECTION TASKS PRIOR TO BOLTING | QC | QA | NOT APPLICABLE |
|--|----|----|-------------------|
| MANUFACTURER'S CERTIFICATIONS AVAILABLE FOR FASTENER MATERIALS | 0 | Р | - |
| FASTENERS MARKED IN ACCORDANCE WITH ASTM REQUIREMENTS | 0 | 0 | - |
| PROPER FASTENERS SELECTED FOR THE JOINT DETAIL (GRADE, TYPE, BOLT LENGTH IF THREADS ARE TO BE EXCLUDED FROM SHEAR PLANE) | 0 | 0 | - |
| PROPER BOLTING PROCEDURE SELECTED FOR JOINT DETAIL | 0 | 0 | - |
| CONNECTING ELEMENTS, INCLUDING THE APPROPRIATE FAYING SURFACE CONDITION AND HOLE PREPARATION, IF SPECIFIED, MEET APPLICABLE REQUIREMENTS | 0 | 0 | - |
| PRE-INSTALLATION VERIFICATION TESTING BY INSTALLATION PERSONNEL OBSERVED AND DOCUMENTED FOR FASTENER ASSEMBLIES AND METHODS USED | Р | 0 | - |
| PROPER STORAGE PROVIDED FOR BOLTS, NUTS, WASHERS AND OTHER FASTNER COMPONENTS | 0 | 0 | - |
| TABLE NE C O | | | |

TABLE N5.6-2 INSPECTION TASKS DURING BOLTING

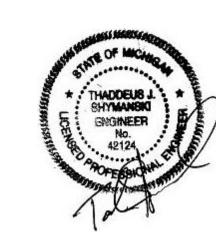
| INGLEGITOR TACKS BORING BOL | 1 1110 | | |
|--|--------|----|-------------------|
| INSPECTION TASKS DURING BOLTING | QC | QA | NOT APPLICABLE |
| FASTENERS ASSEMBLIES, OF SUITABLE CONDITION, PLACED IN ALL HOLES AND WASHERS (IF REQUIRED) ARE POSITIONED AS REQUIRED | 0 | 0 | - |
| JOINT BROUGHT TO THE SNUG-TIGHT CONDITION PRIOR TO THE PRETENSIONING OPERATION | 0 | 0 | - |
| FASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING | 0 | 0 | - |
| FASTENERS ARE PRETENSIONED IN ACCORDANCE WITH THE RCSC SPECIFICATION, PROGRESSING SYSTEMATICALLY FROM THE MOST RIGID POINT TOWARD THE FREE EDGES | 0 | 0 | - |

TABLE N5.6-3

INSPECTION TASKS AFTER BOLTING INSPECTION TASKS AFTER BOLTING APPLICABLE

- O OBSERVE THESE ITEMS ON A RANDOM BASIS. OPERATIONS NEED NOT BE DELAYED PENDING THESE INSPECTIONS.
- P PERFORM THESE TASKS FOR EACH WELDED JOINT OR MEMBER.

ASTENER COMPONENT NOT TURNED BY THE WRENCH PREVENTED FROM ROTATING





Date Issued Bids & Permit Apr. 29, 2024

Job Number

SHEET TITLE **GENERAL**

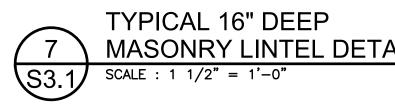
| | LINTEL SCHEDULE | 8" BEARING EACH END-U.N.O. |
|-------------|---|---|
| MARK | DESCRIPTION | REMARKS |
| L1 | 8" DEEPx12" WIDE MASONRY LINTEL WITH 2-#4 BOTTOM + LOOSE L4x3 1/2x5/16 LLV FOR BRICK VENEER | SEE DETAIL 6/S3.1 |
| L2 | W8x28 + 3/8" PLATE | CENTER LINTEL ON 12" MASONRY WALL. PROVIDE BP2 EACH END ON MP1 |
| L3 | 16" DEEPx8" WIDE MASONRY LINTEL WITH 2-#5 BOTTOM + LOOSE L6x3 1/2x5/16 LLV FOR BRICK VENEER | |
| L4 | HSS16x8x3/8 + 3/8" PLATE | PROVIDE BP3 EACH END. SEE DETAILS 1 & 2/S3.1 SIMILAR. PROVIDE SLOTTED HOLES IN END OF TUBE FOR LINTEL SLIDE CONNECTION. |
| L5 | W16x57 + 3/8" PLATE | FRAME LINTEL TO COLUMN ONE END. BEAR ON BP1 ON 3 COURSES GROUTED SOLID OTHER END. SEE DETAIL 1, 2, & 5/S3.1 |
| L6 | 24" DEEPx8" WIDE MASONRY LINTEL WITH 2-#5 BOTTOM + LOOSE L6x3 1/2x5/16 LLV FOR BRICK VENEER | SEE DETAIL 8/S3.1 |
| L7 | 8" DEEPx8" WIDE MASONRY LINTEL WITH 2-#4 BOTTOM + LOOSE L4x3 1/2x5/16 LLV FOR BRICK VENEER | SEE DETAIL 6/S3.1 |
| | | |
| LINTEL | NOTES: | |
| | ATES ON LINTELS EXTEND WIDTH OF MASONRY ENINGS ONLY. (SEE ARCH. DRAWINGS) | |
| | OLD EDGE OF PLATE ON LINTEL BACK FROM CH FACE OF MASONRY 1/4" | |
| 3. WE TO | LD 1/2"øx8" HEADED STUDS 32" O.C. TO P FLANGE OF ALL WIDE FLANGE LINTELS | |
| | L EXTERIOR LINTELS TO BE GALVANIZED O PER ASTM 123 | OTOS |
| 5. SE | E TYPICAL LINTEL DETAILS THIS SHEET | D BEAM S |

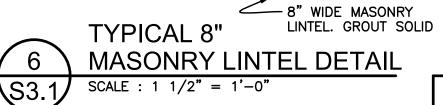
| | BEARING PLATE SCHEDULE | | | | |
|------|------------------------|---------|--|--|--|
| MARK | DESCRIPTION | REMARKS | | | |
| BP1 | 7"x3/8"x1'-0" | | | | |
| BP2 | 7"x3/8"x1'-4" | | | | |
| BP3 | 8"x3/8"x0'-8" | | | | |
| | | | | | |

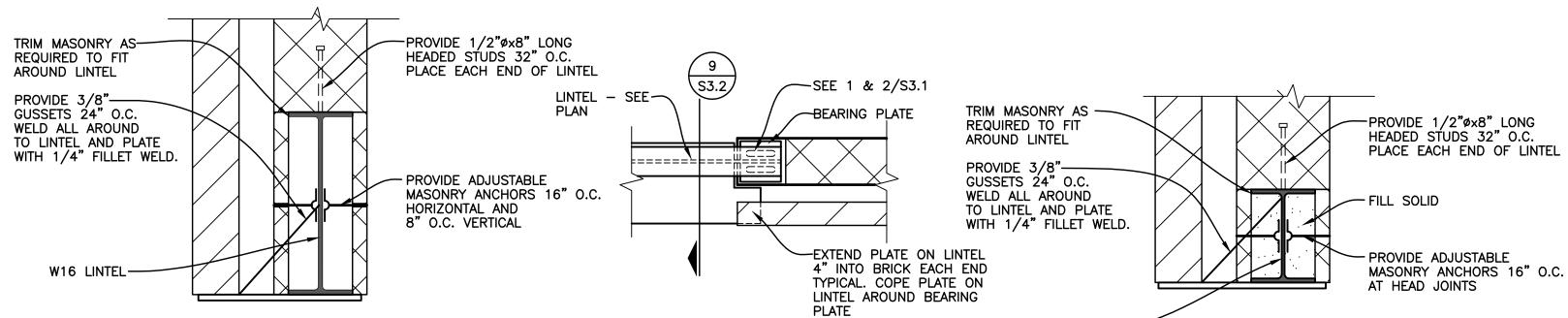
-8" WIDE MASONRY OF LINTEL LOOSE L-

— 8" WIDE MASONRY≥

TYPICAL 24" DEEP MASONRY LINTEL DETAIL



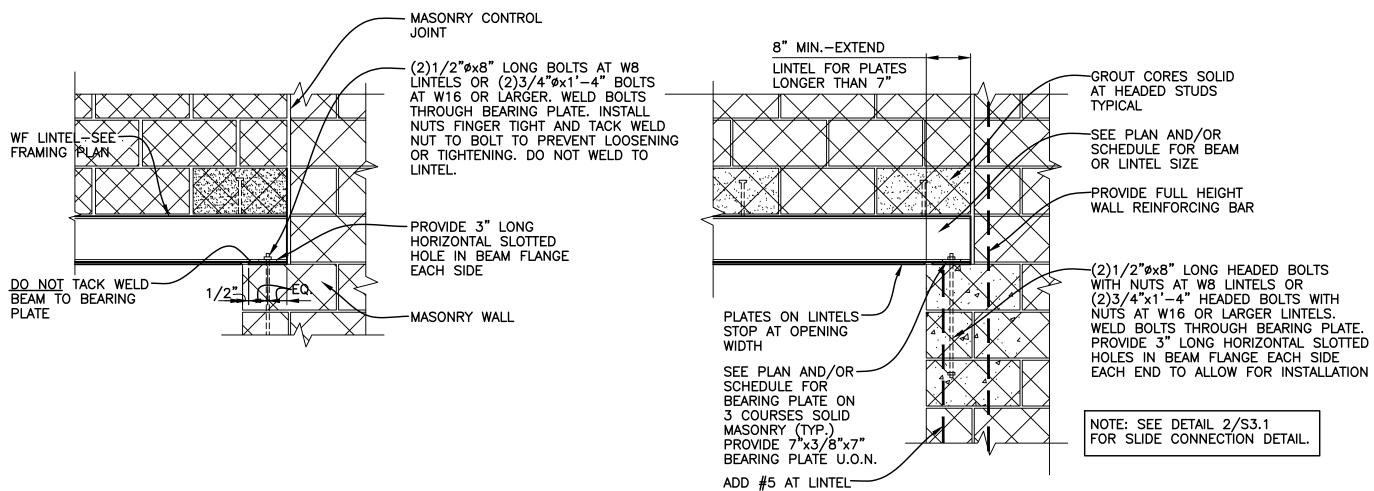




TYPICAL LINTEL DETAIL AT W16 BEAM SCALE : $1 \frac{1}{2}$ = 1'-0







TYPICAL SLIDE CONNECTION LINTEL DETAIL SCALE: 3/4" = 1'-0"PROVIDE ON ONE END OF LINTEL FOR LINTEL SPANS GREATER THAN 8'-0"

TYPICAL LINTEL BEARING ON MASONRY DETAIL SCALE: 3/4" = 1'-0" (LINTEL PARALLEL TO WALL) NOTE: PLACE LINTEL BEAMS CENTERED IN CMU WALLS UNLESS NOTED OTHERWISE

BEARING TYPICAL

SPECIAL INSPECTION(CONT.)

REQUIRED VERIFICATION AND INSPECTION OF MASONRY CONSTRUCTION (LEVEL B QUALITY ASSURANCE)

| VERIFICATION OF SLUMP FLOW AND VISUAL TO THE PROJECT SITE IN ACCORDANCE WIT FOR SELF-CONSOL | 'H SPECIFICA' | TION ARTIC | AS DELIVER E 1.5 B.1.b | EED 0.3 | |
|---|------------------|------------|---------------------------|---|--|
| VERIFICATION OF f'm AND f'ACC IN ACCORD PRIOR TO CONSTRUCTION, EXCEPT WHERE | | | | | |
| MIN | IMUM INSPECTION | ON | | | |
| | | FREQUENCY | (a) | REFERENCE FOR | CRITERIA |
| INSPECTION TASK | CONTINUOUS | PERIODIC | NOT APPLICABLE | TMS 402/ACI 530/ASCE 5 | TMS 602/ACI 530.1/ASCE 6 |
| 1. VERIFY COMPLIANCE WITH THE APPROVED SUBMITTALS | | Х | | | ART. 1.5 |
| 2. AS MASONRY CONCSTRUCTION BEGINS, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE: | | | | | |
| a. PROPORTIONS OF SITE-PREPARED MORTAR. | | Х | | | ART. 2.1, 2.6 |
| b. CONSTRUCTION OF MORTAR JOINTS. | | Х | | | ART. 3.3B |
| c. GRADE AND SIZE OF PRESTRESSING TENDONS AND ANCHORAGES. | | Х | | | ART. 2.4B, 2.4H |
| d. LOCATION OF REINFORCEMENT, CONNECTORS, PRESTRESSING TENDONS AND ANCHORAGES. | | Х | | | ART. 3.4, 3.6A |
| e. PRESTRESSING TECHNIQUE. | | Х | | | ART. 3.6B |
| f. PROPERTIES OF THIN-BED MORTAR FOR AAC MASONRY | Х _(р) | X(c) | | | ART. 2.1C |
| 3. PRIOR TO GROUTING, VERIFY THAT THE FOLLOWING ARE IN COMPLIANCE: | | | | | |
| a. GROUT SPACE | | Х | | | ART. 3.2D, 3.2F |
| b. GRADE, TYPE AND SIZE OF REINFORCEMENT AND ANCHOR BOLTS, AND PRESTRESSING TENDONS AND ANCHORAGES | | х | | | ART. 2.4, 3. |
| c. PLACEMENT OF REINFORCEMENT, CONNECTORS, AND PRESTRESSING TENDONS AND ANCHORAGES | | Х | | | ART. 3.2E, 3.4, 3.6A |
| d. PROPORTIONS OF SITE-PREPARED GROUT AND PRESTRESSING GROUT FOR BONDED TENDONS. | | | | | |
| e. CONSTRUCTION OF MORTAR JOINTS. | | Х | | | ART. 3.3B |
| 4. VERIFY DURING CONSTRUCTION: | | | | | |
| a. SIZE AND LOCATION OF STRUCTURAL ELEMENTS | | Х | | | ART. 3.3F |
| b. TYPE, SIZE, AND LOCATION OF ANCHORS, INCLUDING OTHER DETAILS OF ANCHORAGE OF MASONRY TO STRUCTURAL MEMBERS, FRAMES, OR OTHER CONSTRUCTION | | х | | SEC. 1.16.4.3, 1.17.1 | |
| c. WELDING OF REINFORCEMENT | Х | | | SEC. 2.1.7.7.2, 3.3.3.4(c), 8.3.3.4(b), | |
| d. PREPARATION, CONSTRUCTION, AND PROTECTION OF MASONRY DURING COLD WEATHER (TEMPERATURE BELOW 40°F (4.4°C) OR HOT WEATHER (TEMPERATURE ABOVE 90°F (32.2°C) | | х | | | ART. 1.8C, 1.8D |
| e. APPLICATION AND MEASUREMENT OF PRESTRESSING FORCE | Х | | | | ART. 3.6B |
| f. PLACEMENT OF GROUT AND PRESTRESSING GROUT FOR BONDED TENDONS IS IN COMPLIANCE | Х | | | | ART. 3.5, 3. |
| g. PLACEMENT OF AAC MASONRY UNITS AND CONSTRUCTION OF THIN-BED MORTAR JOINTS | X(p) | X(c) | | | ART. 3.3 B. |
| 5. OBSERVE PREPARATION OF GROUT SPECIMENS, MORTAR SPECIMENS, AND/OR PRISMS | | х | | | ART. 1.4 B.2.a 1.4 B.2.b.3 1.4 B.2.c.3 1.4 B.3, 1.4 |

- OR PERIODICALLY DURING THE LISTED TASK, AS DEFINED IN THE TABLE.

TABLE 1705.3

| REQUIRED SPECIAL INSPECTION | IS AND TE | STS OF | CONCRETE | CONSTRUCTION | |
|---|-------------------------------------|-----------------------------------|-------------------|--|---------------------------------|
| TYPE | CONTINUOUS SPECIAL INSPECTION | PERIODIC SPECIAL INSPECTION | NOT APPLICABLE | REFERENCED STANDARD ^a | IBC REFERENCE |
| 1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT. | - | х | - | ACI 318 CH. 20, 25.2, 25.3, 26.6.1-26.6.3 | 1908.4 |
| REINFORCING BAR WELDING: VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706; | - | х | - | | |
| b. INSPECT SINGLE-PASS FILLET WELDS, MAXIMUM 5/16" AND | - | х | - | AWS D1.4 ACI 318: 26.6.4 | - |
| c. INSPECT ALL OTHER WELDS. | х | - | - | | |
| 3. INSPECT ANCHORS CAST IN CONCRETE | - | Х | - | ACI 318: 17.8.2 | - |
| 4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. ^b a. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENTION LOADS. | Х | - | - | ACI 318: 17.8.2.4 | - |
| b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.a. | - | х | - | ACI 318: 17.8.2 | |
| 5. VERIFY USE OF REQUIRED DESIGN MIX. | - | х | - | ACI 318: CH.19. 26.4.3, 26.4.4 | 1904.1, 1904.2 1908.2, 1908. |
| 6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE | х | - | - | ASTM C172 ASTM C31 ACI 318: 26.4,26.12 | 1908.10 |
| 7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES. | х | - | - | ACI 318: 26.5 | 1908.6, 1908. 2908.8 |
| 8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES. | - | х | - | ACI 318: 26.5.3-26.5.5 | 1908.9 |
| 9. INSPECT PRESTRESSED CONCRETE FOR: a. APPLICATION OF PRESTRESSING FORCES; AND | х | - | - | ACI 318: 26.10 | - |
| b. GROUTING OF BONDED PRESTRESSING TENDONS. | Х | - | - | | |
| 10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS. | - | Х | - | ACI 318: CH. 26.8 | - |
| 11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESS- ING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS. | - | х | - | ACI 318: 26.11.2 | - |
| 12. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED. | - | х | - | ACI 318: 26.11.1.2(b) | - |
| FOR OT. 4 THOU - OF 4 MM | | | | | |

FOR SI: 1 INCH = 25.4 MM

a. WHERE APPLICABLE, SEE ALSO SECTION 1705.12, SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE.

. SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 17.8.2 IN ACI 318, OR OTHER QUALIFICATION PROCEDURES. WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE COMMENCEMENT OF THE WORK.

TABLE 1705.6 REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS

| VERIFICATION AND INSPECTION TASK | CONTINUOUS SPECIAL INSPECTION | PERIODIC SPECIAL INSPECTION | NOT APPLICABLE |
|---|-------------------------------|-----------------------------|-------------------|
| 1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY. | - | х | |
| 2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL. | - | х | |
| 3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS. | - | х | |
| VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL. | X | - | |
| 5. PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADI AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY. | - | х | |

DESIGN CRITERIA

- ODE: MBC 2015 THE STRUCTURE IS DESIGNED FOR THE FOLLOWING LIVE LOADS, IN ADDITION TO THE LATERAL LOADS, SUPER-IMPOSED DEAD LOADS, & SELF WEIGHT OF THE STRUCTURE. WHERE APPLICABLE LIVE LOADS ARE REDUCED IN ACCORDANCE WITH THE PROVISIONS OF THE BUILDING CODE.
 - A. AMERICAN CONCRETE INSTITUTE BUILDING CODE (ACI-318).

AMERICAN FOREST AND PAPER ASSOCIATION.

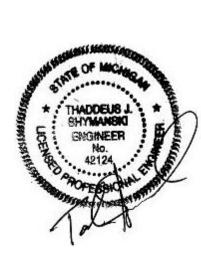
- B. MANUAL OF STEEL CONSTRUCTION BY AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- C. LATEST MASONRY STANDARDS JOINT COMMITTEE (MSJC) BUILDING CODE REQUIREMENTS FOR
- MASONRY STRUCTURES (TMS 402/ACI 530/ASCE 5) AND SPECIFICATIONS FOR MASONRY STRUCTURES (TMS 602/ACI 530.1/ASCE 6)
- D. AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC) STANDARDS AND SPECIFICATIONS. E. NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS) AS PUBLISHED BY

| | | CODE REFERENCE |
|-----------------------------|----|--------------------------------------|
| BUILDING OCCUPANCY CATEGORY | II | MBC-Table 1604.5 ASCE Table 1.5-1 |

| SNOW LOADS/ROOF LIVE LOADS | | |
|----------------------------|-----------------------|---------------------------------|
| SNOW CRITERIA | | CODE REFERENCE |
| GROUND SNOW LOAD | Pg = 25 PSF | MBC FIG. 1608. ASCE Fig. 7-1 |
| FLAT ROOF SNOW LOAD | Pf = 20 PSF (MINIMUM) | ASCE Sec. 7.3 |
| EXPOSURE FACTOR | Ce = 1.0 | ASCE Table 7-2 |
| IMPORTANCE FACTOR | I = 1.0 | ASCE Table 1.5 |
| THERMAL FACTOR | Ct = 1.0 | ASCE Table 7-3 |
| ROOF LIVE LOADS | Lr = 20 PSF | ASCE Table 4- |

| WIND LOADS | | |
|--------------------------------|---|---------------------------------------|
| WIND CRITERIA | | CODE REFERENCE |
| BASIC WIND SPEED (3 SEC. GUST) | V = 115 MPH, V = 89 MPH ALLOWABLE | ASCE FIG. 26.5-1A 26.5-1B, 26.5-1C |
| RISK CATEGORY | 11 | ASCE Table 1.5-1 |
| EXPOSURE CATEGORY | В | ASCE Sec. 26.7.3 |
| INTERNAL PRESSURE COEFFICIENT | ± 0.18 (ENCLOSED) | ASCE TABLE 26.11- |
| MWFRS ANALYSIS PROCEDURE | DIRECTIONAL PROCEDURE | ASCE CHAP. 27 |
| COMPONENTS AND CLADDING | ± 33 PSF MINIMUM ULTIMATE AND PER CODE REQUIREMENTS BASED ON ABOVE INFORMATION | ASCE Sec. 30.2.2 |

| SEISMIC CRITERIA | | CODE REFERE |
|--|---|---------------|
| SEISMIC RISK CATEGORY | 11 | ASCE Table 1 |
| SEISMIC IMPORTANCE FACTOR | I = 1.0 | ASCE Table 1 |
| -0.2 SEC MAPPED SPECTRAL RESPONSE ACCELERATION (5% OF CRITICAL DAMPING) Ss | Ss = .089 | ASCE Sec. 1 |
| -1.0 SEC MAPPED SPECTRAL RESPONSE ACCELERATION (5% OF CRITICAL DAMPING) S1 | S ₁ = .045 | ASCE Sec. 1 |
| SHORT PERIOD SPECTRAL RESPONSE ACCELERATION | | ASCE Sec. 11 |
| 1.0 SEC PERIOD SPECTRAL RESPONSE ACCELERATION | | ASCE Sec. 11 |
| SOIL SITE CLASS | D | ASCE Sec. 11 |
| SEISMIC DESIGN CATEGORY | В | ASCE Sec. 1 |
| SEISMIC FORCE RESISTING SYSTEM | STEEL NOT SPECIFICALLY DETAILED FOR SEISMIC | ASCE Table 12 |
| RESPONSE MODIFICATION FACTOR | R = 3.0 | ASCE Table 12 |
| DEFLECTION AMPLIFICATION FACTOR | Cd = 3.0 | ASCE Table 12 |
| ANALYSIS PROCEDURE | EQUIVALENT LATERAL FORCE | ASCE Sec. 1 |



Shymanski & Associates, L.L.C.



Date Issued Bids & Permit Apr. 29, 2024

Job Number

SHEET TITLE GENERAL NOTES

| ANCHOR ROD DIAMETER, in. | MAX. HOLE DIAMETER, in. | MIN. WASHER SIZE, in. | MIN. WASHER THICKNESS |
|--------------------------------|-------------------------------|-----------------------------|-----------------------------|
| 3/4 | 1 5/16 | 2 | 1/4 |
| 7/8 | 1 9/16 | 2 1/2 | 5/16 |
| 1 | 1 13/16 | 3 | 3/8 |
| 1 1/4 | 2 1/16 | 3 | 1/2 |

NOTES: 1. CIRCULAR OR SQUARE WASHERS MEETING THE SIZE ARE ACCEPTIBLE 2. CLEARANCE MUST BE CONSIDERED WHEN CHOOSING AN APPROPRIATE ANCHOR ROD HOLE LOCATION, NOTING EFFECTS SUCH AS THE POSITION OF THE ROD IN THE HOLE WITH RESPECT TO THE COLUMN,

WELD SIZE, AND OTHER INTERFERENCES.

FOR FINISH AND REQUIRED -

SURFACE TREATMENT, SEE

ARCH. DWGS. & SPECS.

STOP SLAB REINF. – AT CONSTRUCTION JOINT – SEE PLAN

FOR REINFORCING

TYPICAL

SCALE : 1" = 1'-0"

FLOOR CONSTRUCTION JOINT

EQUAL EQUAL

FOOTING WIDTH

SEE SCHEDULE

ISOLATION JOINT AT COLUMN

CONT. #4

SEE PLAN FOR

ELEVATION

BOTTOM OF FOOTING

U.N.O.

U.N.O.

TYPICAL

#4 @ 48" O.C. DOWEL x

3. WHEN BASE PLATES ARE LESS THAN 1 1/4 in. THICK, PUNCHING OF HOLES MAY BE AN ECONOMICAL OPTION. IN THIS CASE, 3/4-in. ANCHOR RODS AND 1 1/16-in. - DIAMETER PUNCHED HOLES MAY BE USED WITH ASTM F844 (USS STANDARD) WASHERS IN PLACE OF FABRICATED PLATE WASHERS.

—PLATE WASHERS

 $A = 1 \frac{1}{2}$ @ $\frac{3}{4}$ BOLTS = 2" @ 1"ø BOLTS

TYPICAL BASE PLATE DETAIL WITH OVER SIZED HOLES FOR ANCHOR BOLTS

SCALE : NONE

S3.2

- SEE SPECS FOR TYPE OF MATERIAL - FINISH FLUSH WITH SURFACE

- t/4 OR 3/4" MINIMUM

2"x4" CONTINUOUS

KEYED CONSTRUCTION

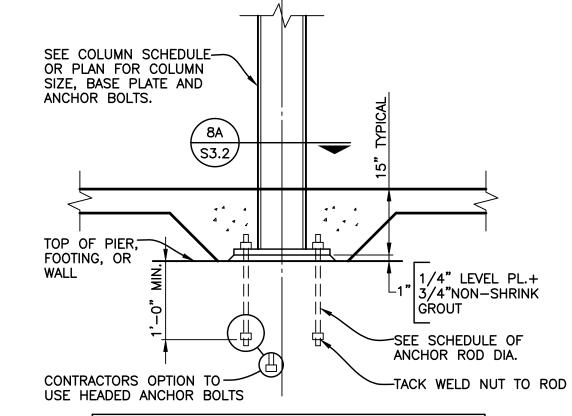
— SEE COLUMN SCHEDULE FOR COLUMN BASE PLATE AND ANCHOR BOLTS

- COMPACTED GRANULAR

FILL WITH SEALANT

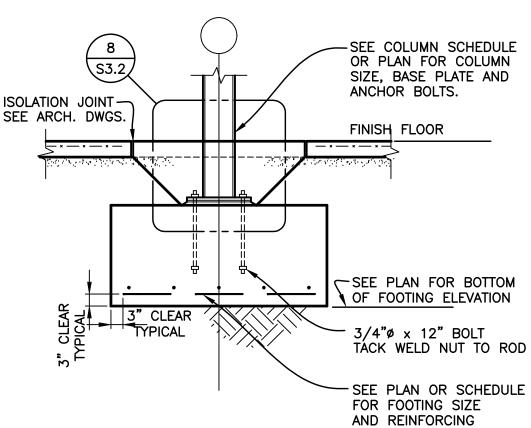
SEE SPECS.

- PROVIDE PLATE WASHERS PER TABLE 14-2 OF THE FOURTEENTH EDITION OF STEEL CONSTRUCTION MANUAL IF USING OVER SIZED HOLES ON THE BASE PLATES FOR ANCHOR RODS.
- IF USING OVER SIZED HOLES AT MOMENT FRAMES OR BRACED BAYS, WELD THE PLATE WASHERS TO TOP OF BASE PLATE WITH 1/4" FILLET WELD ALL AROUND.

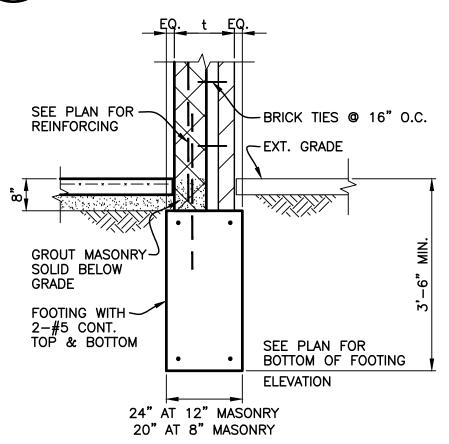


NOTE: ANCHOR RODS MUST BE INSTALLED WITHIN AISC TOLERANCES BEFORE PLACEMENT OF CONCRETE

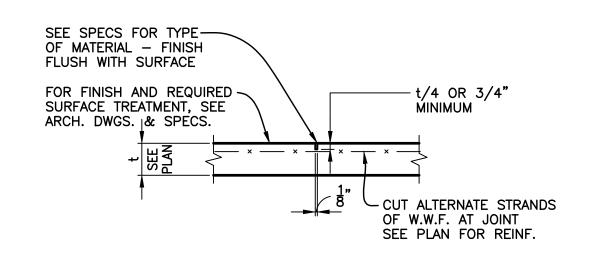
SCALE: 3/4" = 1'-0"



TYPICAL COLUMN FOOTING

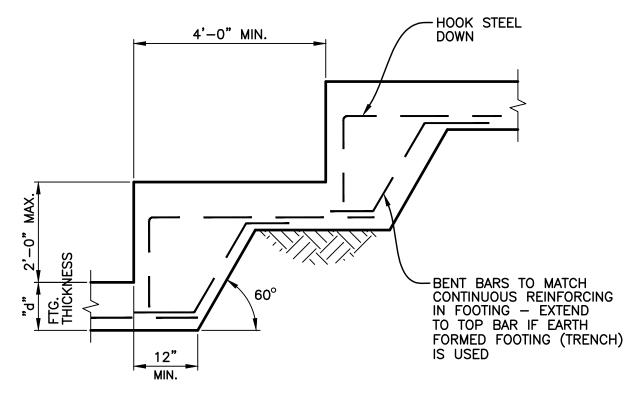


TYPICAL EXTERIOR SCALE : 1/2" = 1'-0"



(15'-0" O.C. EACH WAY MAXIMUM)

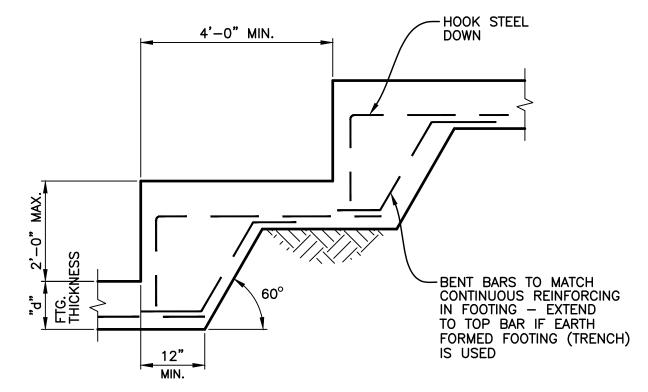
TYPICAL FLOOR CONTROL JOINT SCALE : 1" = 1'-0"

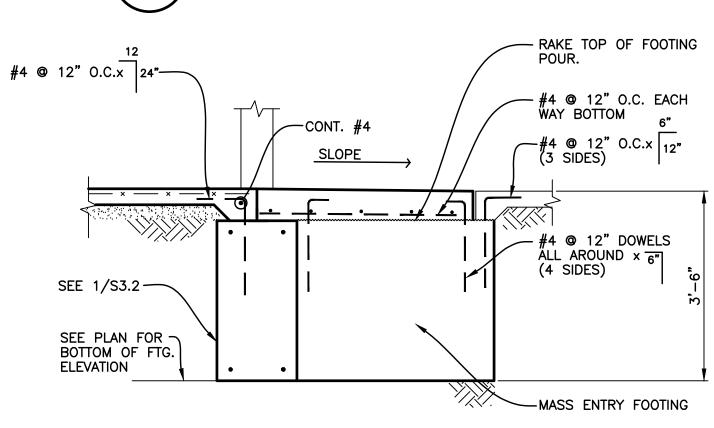


TYPICAL STEP FOOTING DETAIL SCALE : NONE (IF REQUIRED)

> SECTION SCALE: 1/2" = 1'-0'

FOOTING WITH ~ 2-#5 CONT. TOP & BOTTOM





SCALE : 1/2" = 1'-0"

SECTION AT CANTILEVERED SCREENWALL SCALE: 1/2" = 1'-0"

BRICK TIES @ 16" O.C.

EXT. GRADE

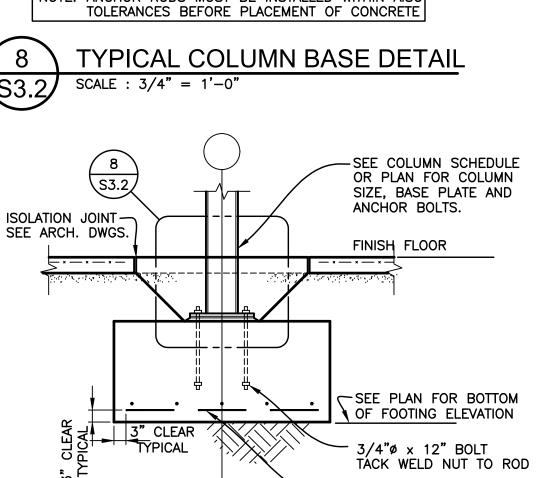
PROVIDE #5 @ 32" O.C. FULL HEIGHT VERTICAL. GROUT REINFORCED CORES SOLID. DOWEL TO FOUNDATION. SEE DETAILS 1, 2, 3, 4, 5, & 6/S2.1

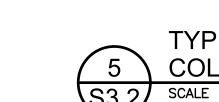
GRADE BEAM BY FAIRWAY ENGINEERING -SEE FAIRWAY ENGINEERING DRAWINGS.

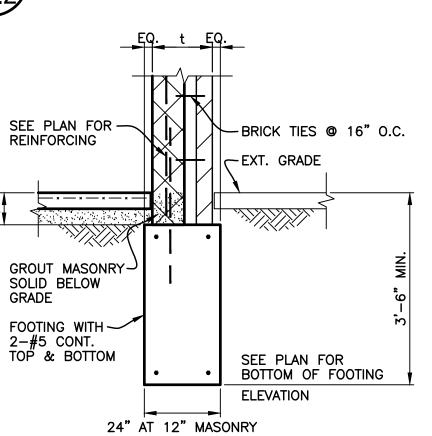
DESIGN GRADE BEAM TO RESIST OVERTURNING.

GROUT MASONRY—) SOLID BELOW GRADE









MASONRY WALL FOOTING

Shymanski & Associates, L.L.C.



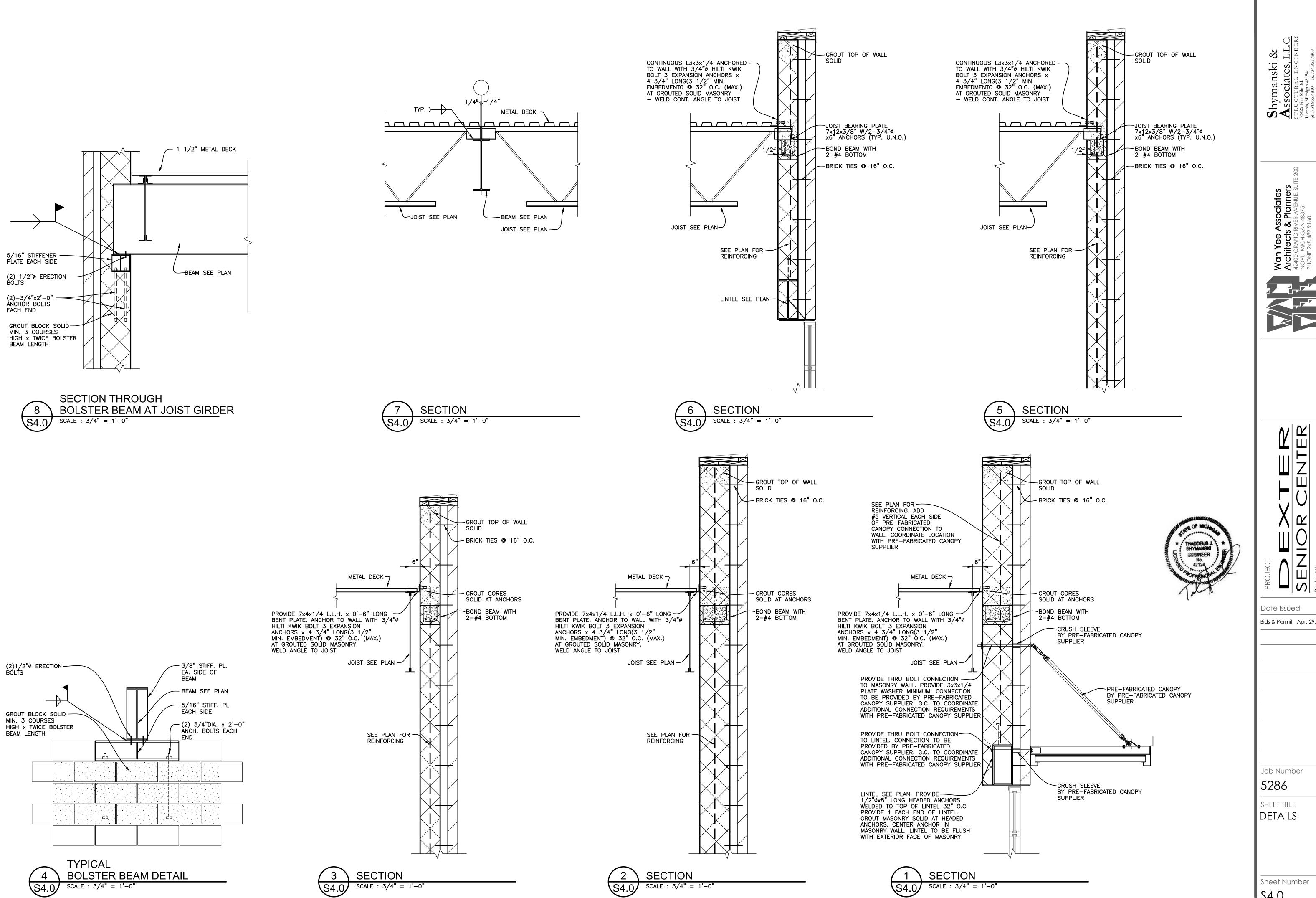


Date Issued Bids & Permit Apr. 29, 2024

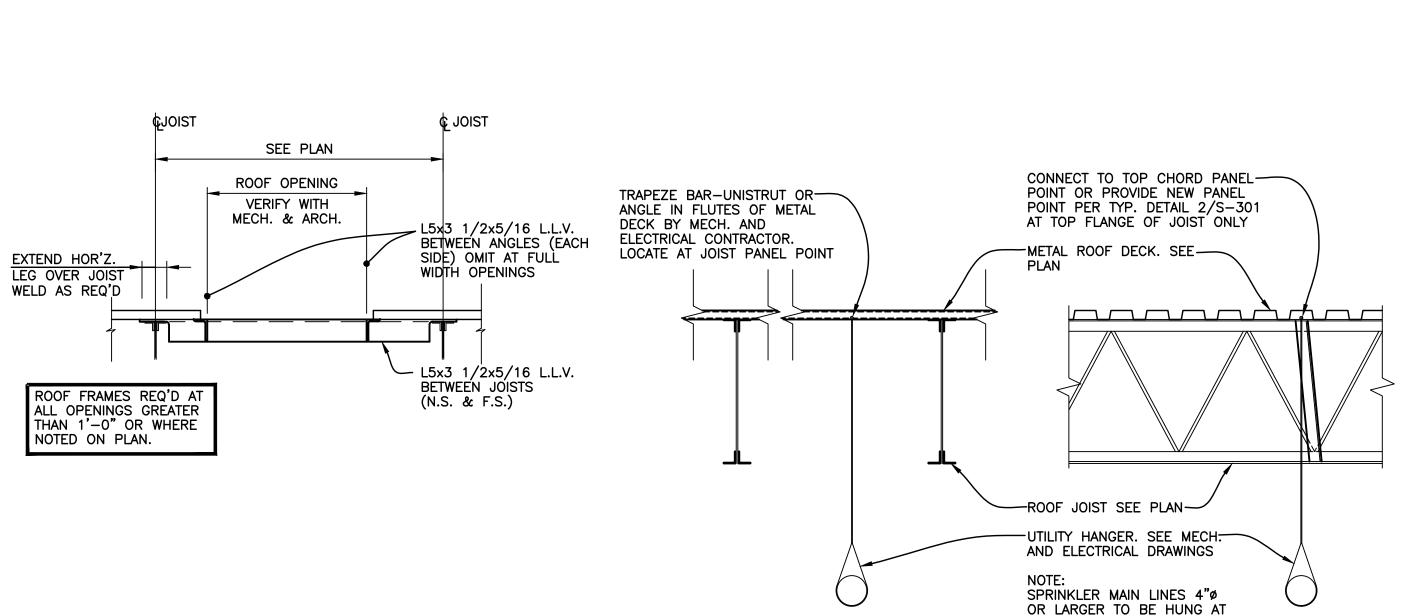
Job Number

5286 SHEET TITLE DETAILS

Sheet Number \$3.2



Date Issued Bids & Permit Apr. 29, 2024 Job Number 5286 SHEET TITLE DETAILS Sheet Number

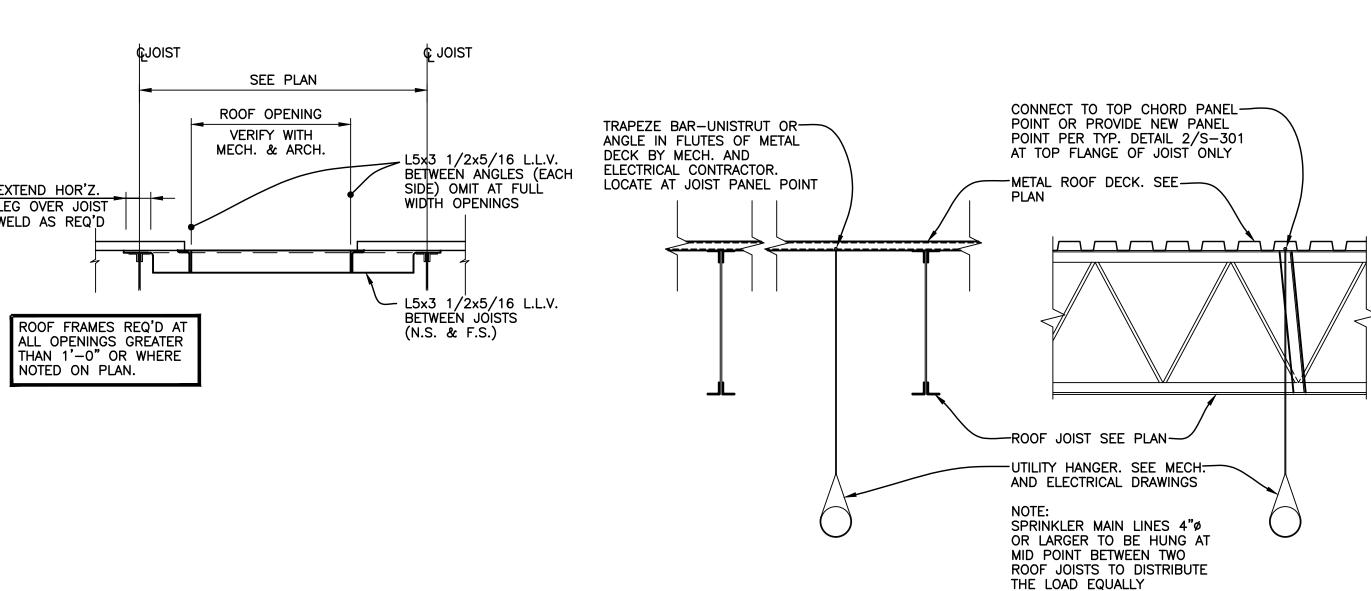


LINTEL SEE PLAN-

PROVIDE L3x3x3/8x2" LONG FACH-

SIDE OF BEAM EACH SIDE OF COLUMN
WELD ALL ROUND TO COLUMN AND
LINTEL WITH 1/4" FILLET WELD

SCALE : 3/4" = 1'-0"



TYPICAL ROOF OPENING DETAIL SCALE : 3/4" = 1'-0"

MECHANICAL/ELECTRICAL PIPE HANGER SUPPORT DETAIL SCALE : 3/4" = 1'-0"

TO COLUMN. CONNECTION BY STELL

FABRICATOR.

- COLUMN SEE PLAN

NOTE "A" REINF. TOP CHORD OF JOIST W/
(2)L2x2x3/16" WELDED TO TOP CHORD OF JOIST AT LOAD AND TO BOTTOM CHORD AT PANEL POINT WHEN LOAD IS FARTHER THAN 6" FROM TOP CHORD PANEL POINT TYPICAL JOIST REINFORCING DETAIL AT NEW MECHANICAL UNIT SCALE : NONE FOR ADDED LOADS

HARDWOOD BLOCKING —

IN DECK CELLS @ 12"

O.C. UNDER CURBS

(BY MECH. CONTR.)

L5x3 1/2x5/16 LLV-

FRAME ALL AROUND

MECH. UNIT-SUPPORT CURB

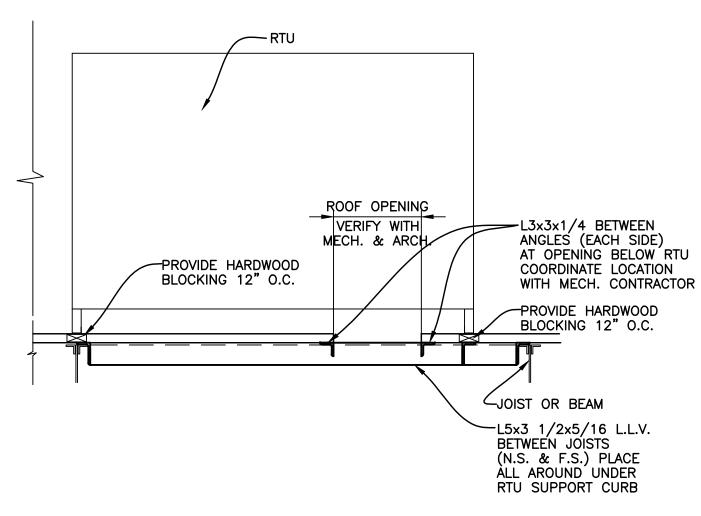
CURB.

UNDER UNIT SUPPORT

NOTE "A"

TYPICAL DETAIL AT MECHANICAL UNIT SUPPORT SCALE : 3/4" = 1'-0"

6-6-6-6 PATTERN— AT ALL ENDLAP SUPPORT POINTS & BLDG. PERIMETER —12" ON CENTER AT INTERMEDIATE SUPPORTS -5/8"ø PUDDLE WELD (TYP.) #10 TEK SIDELAP
FASTENER EACH
JOIST SPACE (MIN.)
36" MAX. BETWEEN
SIDELAP FASTENERS NOTES: WELD THROUGH MULTIPLE SHEETS AT ALL END AND SIDE LAPS. END LAPS SHALL OCCUR ONLY AT SUPPORT POINTS TYPICAL ROOF DECK WELDING PATTERN SCALE : NONE -WELD REQUIRED AT ALL SIDELAP SUPPORT POINT





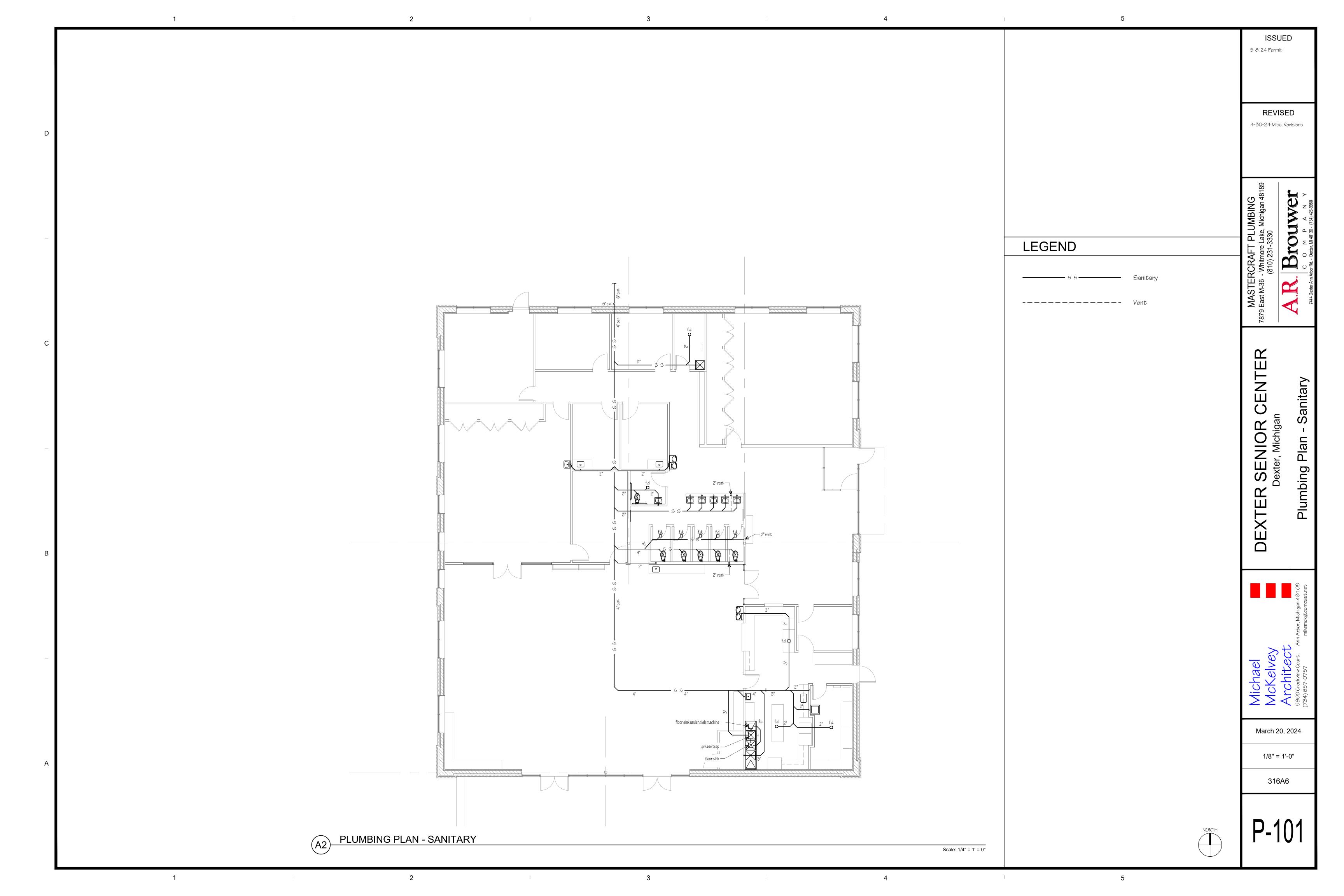
Shymanski & Associates, L.L.C. STRUCTURAL ENGINEERS 33426 Five Mile Rd. Livonia, Michigan 48154 ph. 734.855.4810 fx. 734.855.4809

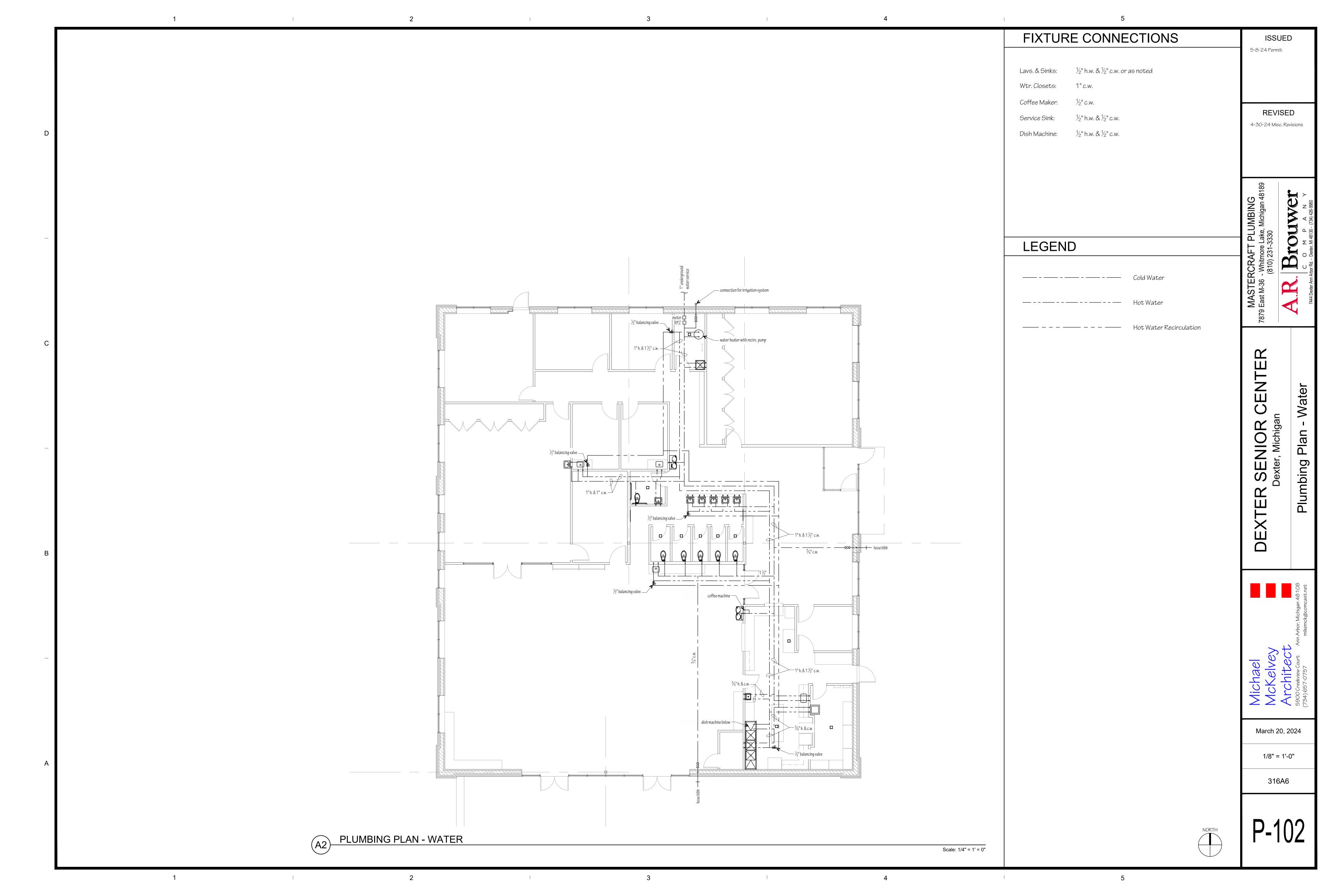
Date Issued Bids & Permit Apr. 29, 2024

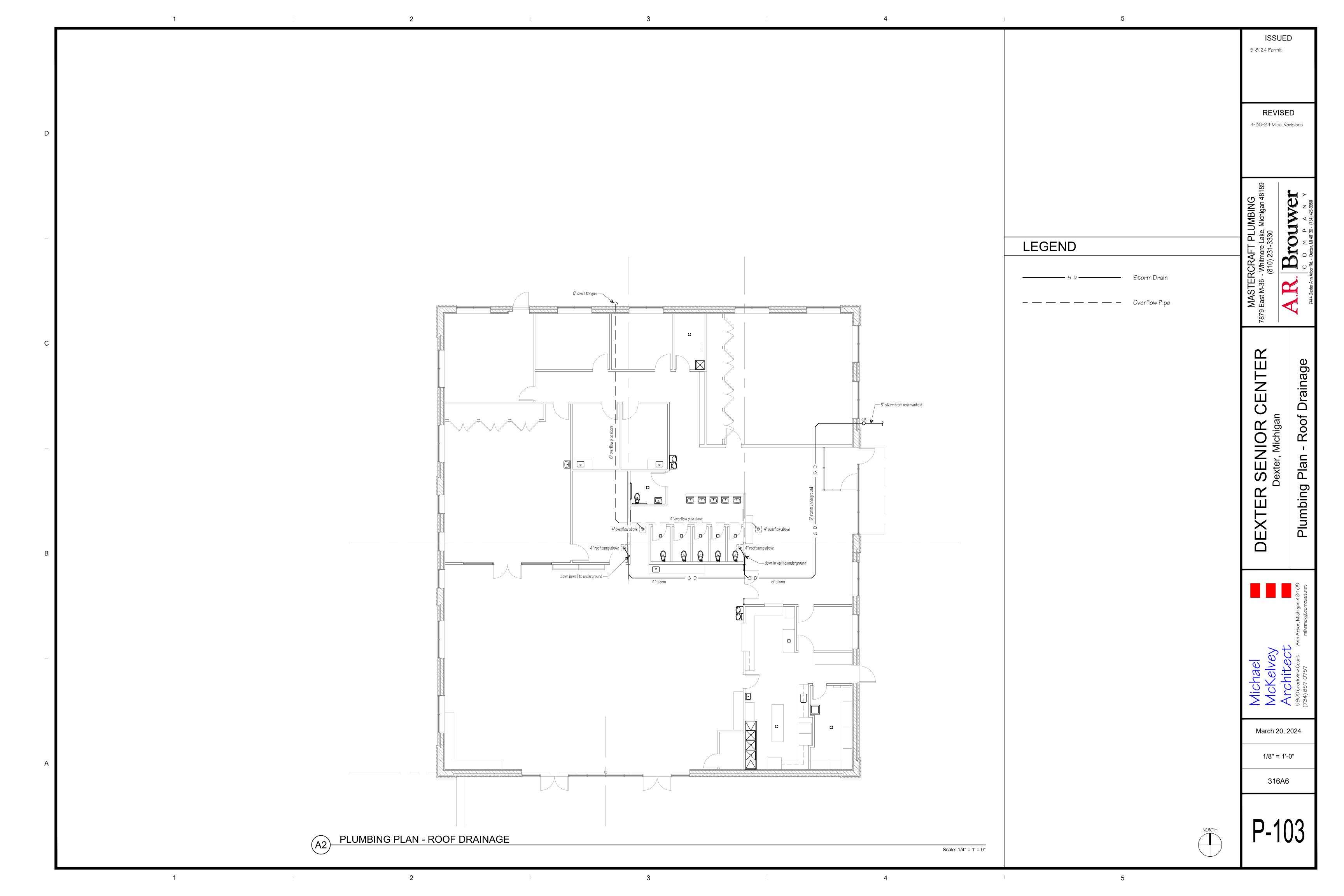
Job Number

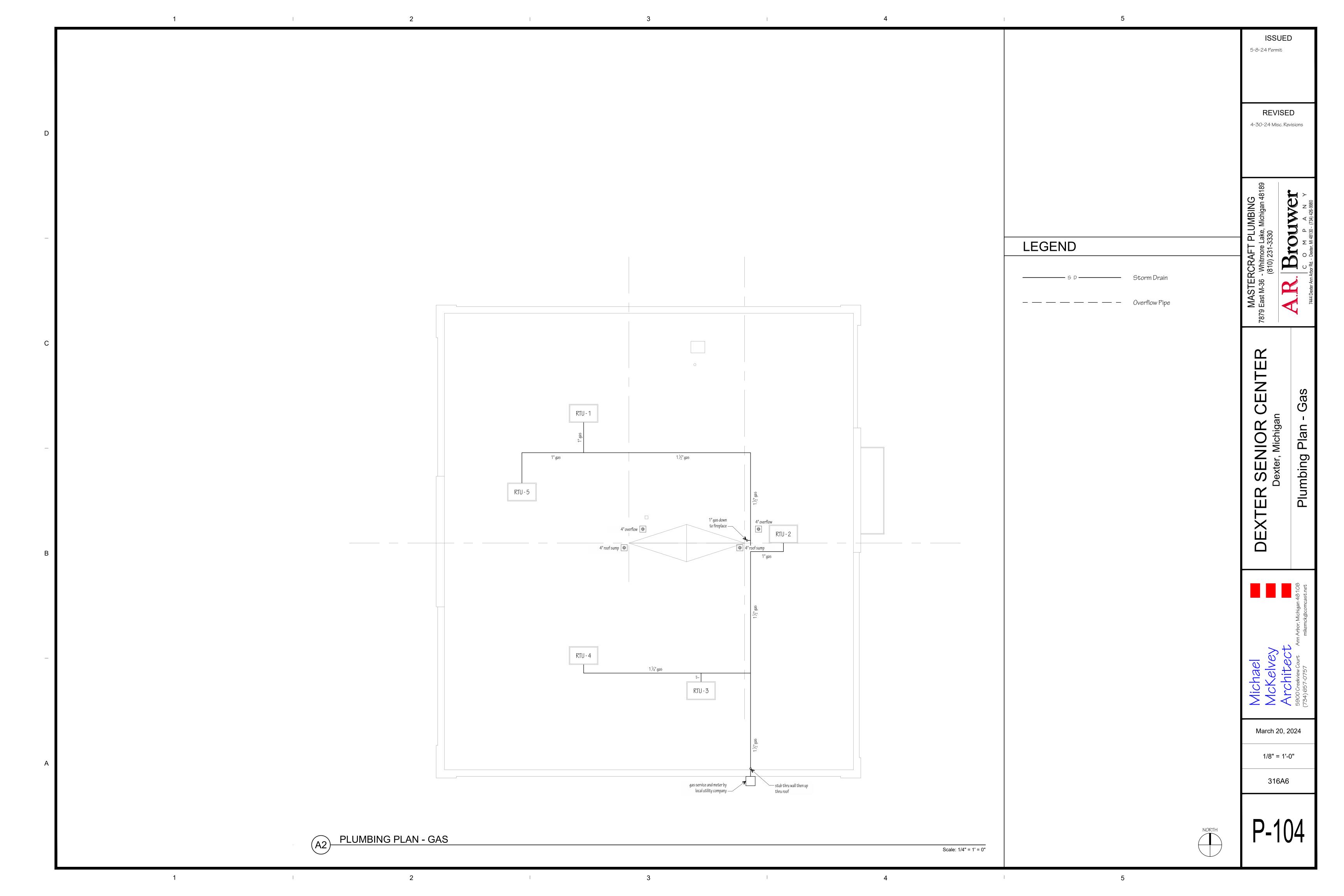
5286 SHEET TITLE

DETAILS









CENTER SEI DEXTER

NOTES: REVISED: 4/16/2024 REVISED: 5/07/2024

> R.M. Job# Issued: Drawn By:

M1.0

HVAC PLAN

| Exhaust Fan Schedule | | | | | | | | | | | |
|----------------------|------------------|---------------|------|------------|-------|-------|--------------|-------------|---------|--|--|
| . Is::+ IC | V 200 00 20 20 4 | CEM @ 2in/wa | | Electrical | | | Manufacturan | Model | Notos | | |
| Unit ID | Area served | CFM @ .2in/wg | МОСР | MCA | Volts | Phase | Manufacturer | Model | Notes | | |
| EF-1 | Toilet 111 | 101 | 5 | 0.39 | 120 | 1 | Panasonic | FV-0810VSS1 | А, В | | |
| EF-2 | Toilet 117 | 400 | 5 | 1.9 | 115 | 1 | CaptiveAire | DR10HFA | А, В, С | | |

A Provide with factory backdraft damper

B EC to Interlock fan operation with light and or occupancy sensor

C Provide 18" insulated roof curb

| | | | | | _ | | | | | | | | | | |
|----------------------|-------|---------------|--------------|-------|---|---------|-----------------|-------|---------|------------|--------|----------|----------------|----------|---------------|
| d Diffusers Schedule | | | | | | | | Fle | ctric \ | Nall F | leater | Schedule | | | |
| eck size | Color | Mounting Type | Construction | Notes | | | | | | | | | | | |
| - | White | Lay in | Steel | | | Unit ID | Area served | KW | CFM | Electrical | | al | ☐ Manufacturer | Model | Accessories |
| - | White | Lay in | Steel | | | | | | | Amps | Volts | Phase | | Wiodel | , (6663301163 |
| 8" | White | Lay in | Steel | | | | Entry | | | , | | | | | |
| 6" | White | Lay in | Steel | | | EWH-1 | EWH-1 Vestibule | 1 1.5 | 100 | 12.5 | 120 | 1 | Marley | FRA1512F | |
| - | White | Spiral Mount | Steel | | | | Vestibule | | | | | | | | |

Packaged Roof Top Unit Schedule

70 |

70 137.9

Heating Section

88

CFM O.A CFM E.S.P. IN. WG. Fan RPM Type Input MBH Output MBH EAT LAT Nominal tons

Gas

0.5 1592 Gas 110

Steel

Steel

Steel

Steel

150

Supply Fan Section

8" White

10" White

6" White

White

0.5 2067

Lay in

Lay In

Spiral Mount

Mark Manufacturer Model Number

5 Provide 7 day programmable thermostat

Mark | Manufacturer | Model Number | Diffuser size | Nec

50F

50F

Omni

Omni

US300FS

TBDI-80

TBDI-80

US300FS

50F

RG-1

RG-2

SD-1

SD-2

SD-3

SD-4

SD-5

SD-6

EG-1

Titus

Titus

Titus

Titus

Titus

Titus

Titus

Titus

Titus

RTU 5 Carrier 48FCEA04A2A5-0A0A0 1600

1 Provide ultra low leak economizer with barometric relief

3 Provide 18" knockdown curb (installed by Roofing Contractor)

Grilles, Registers and

24x24

12x24

24x24

24x24

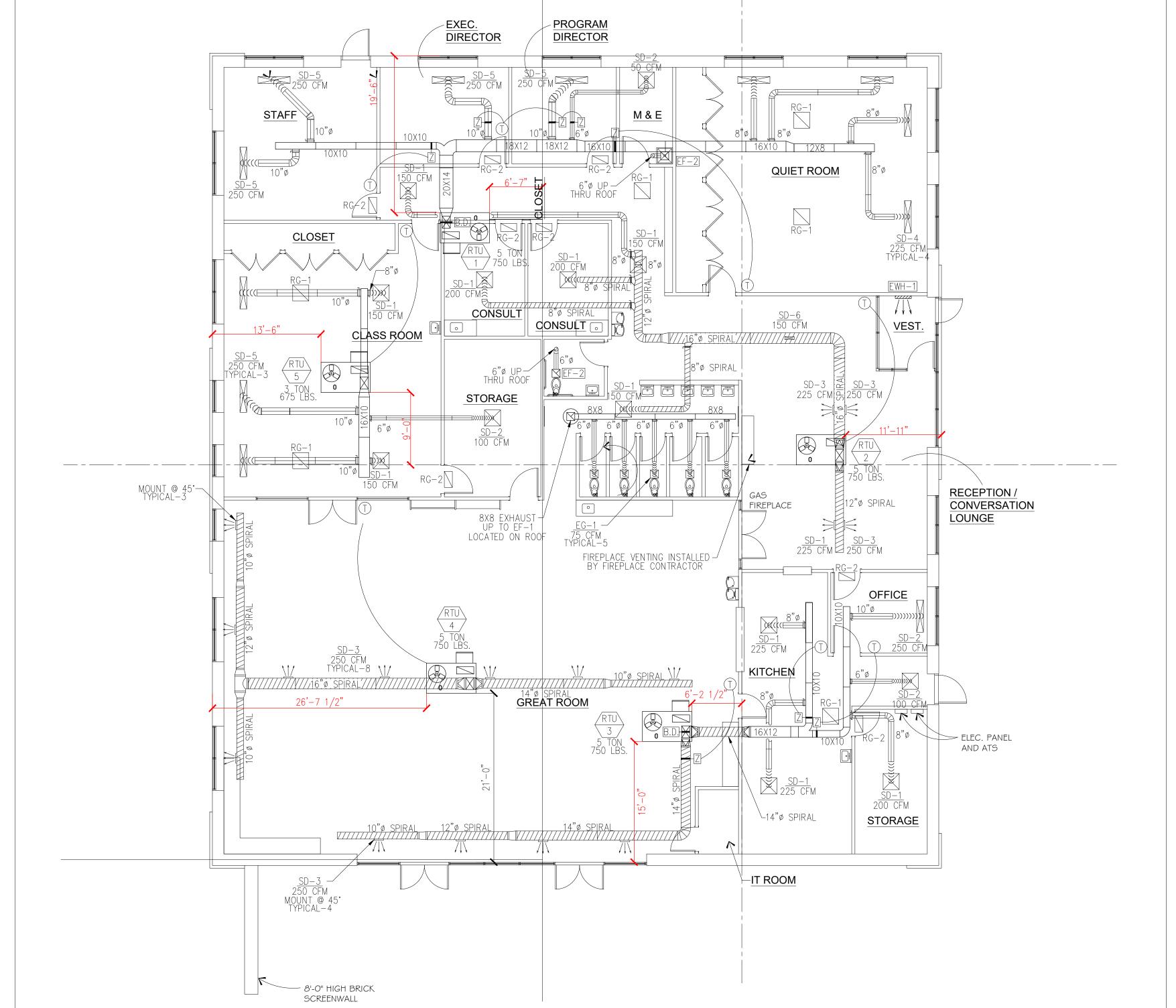
14X6

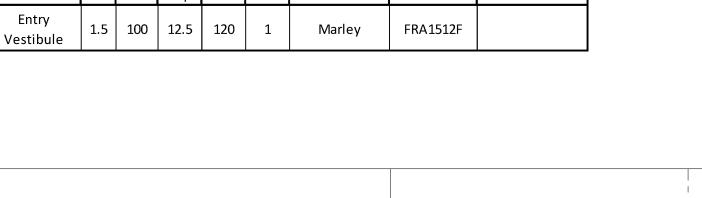
4X48

4X48

14X4

12X12





LAT

59.3

60.4

Electrical

Volts Phase MCA MOP

208 3 31 45

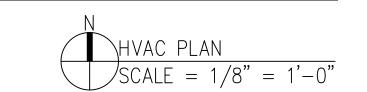
208 3 20 30 1, 3

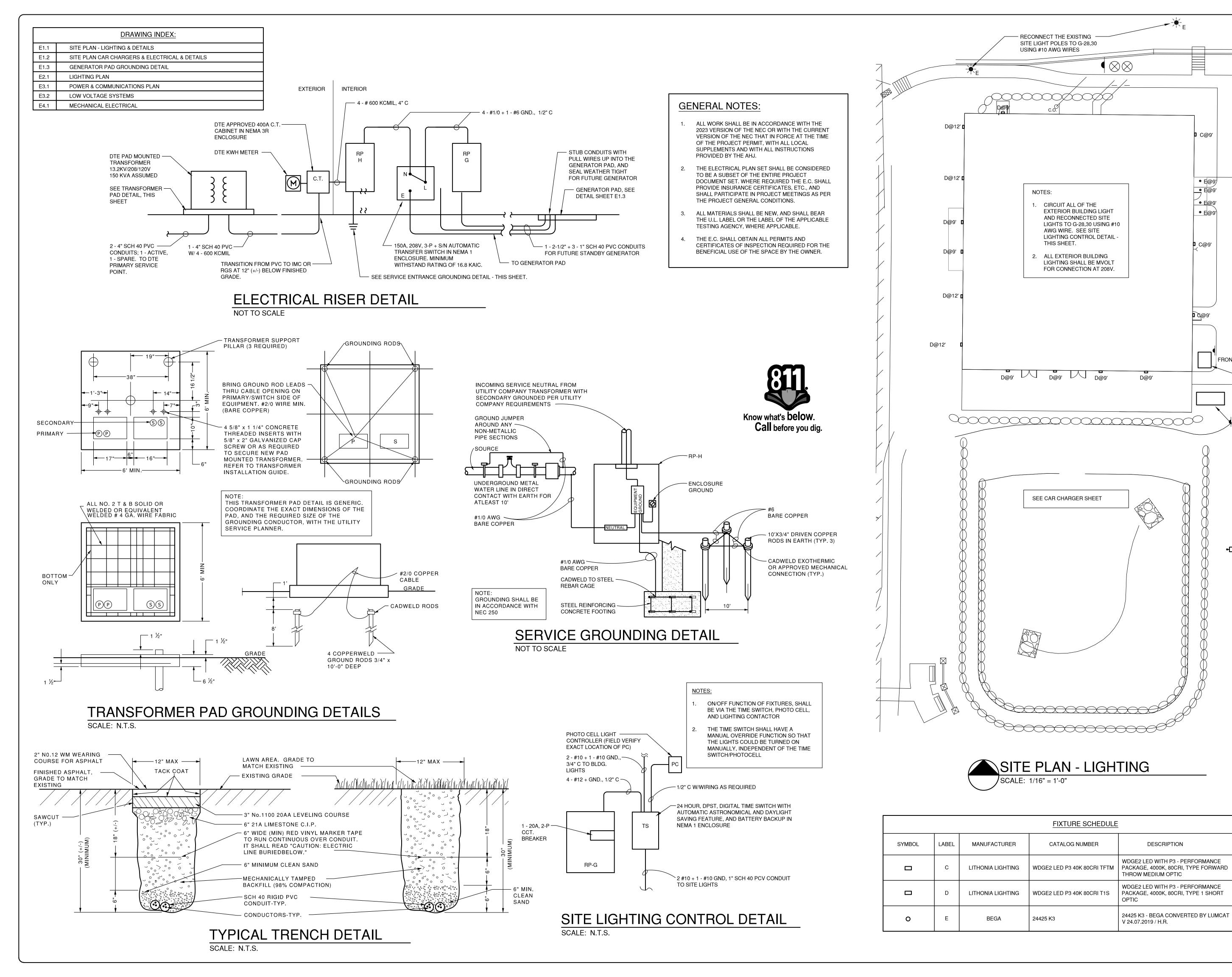
Evaporator Section based on 95 Degree Ambient

EAT

80

80





MONTERO ENTERPRISES, Professional Engineering Servi

CENTER

ENIOR

S

XTE

INC

TRIC

ASHCOT

ISSUE

PERMIT/CONSTR. 05/07/24

PROJECT NUMBER: MEI-240403

DRAWN: KSM

CHECKED: AFM

FRONT

APPROX. LOCATION OF

- APPROX. LOCATION OF

GENERATOR PAD FRO

FUTURE STANDBY N.G.

DETAIL ON SHEET E1.3

- GENERATOR. SEE

LUMENS WATTAGE

32.1375

32.1375

12

3166

3089

717

☐ NEW DTE PAD

TRANSFORMER

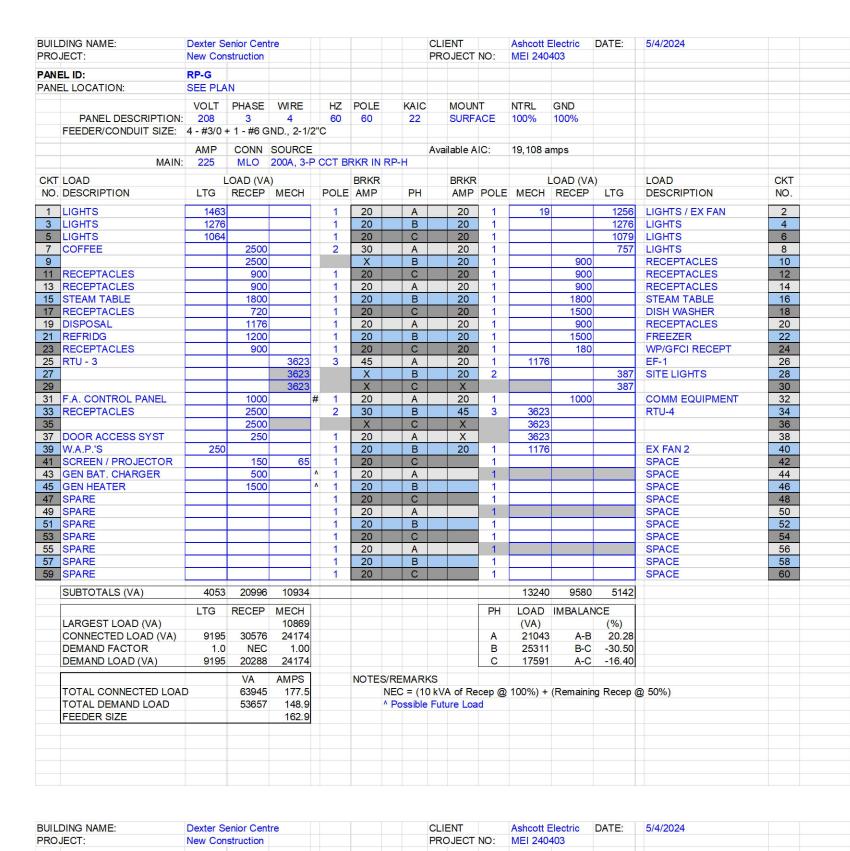
_ MOUNTED

TERATION

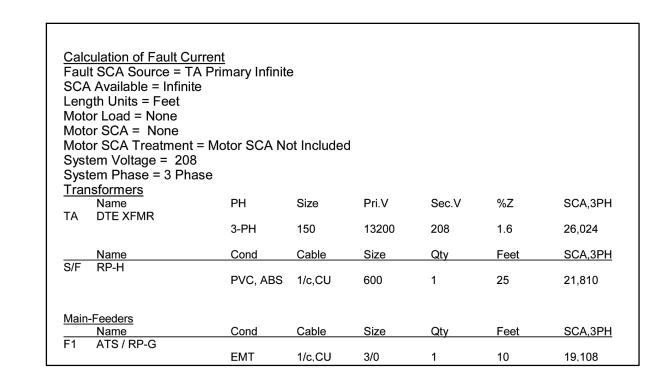
E LAKE RD, SUITE (AKE, MI 48189 FAX (734) 449-1182 telectrical.com

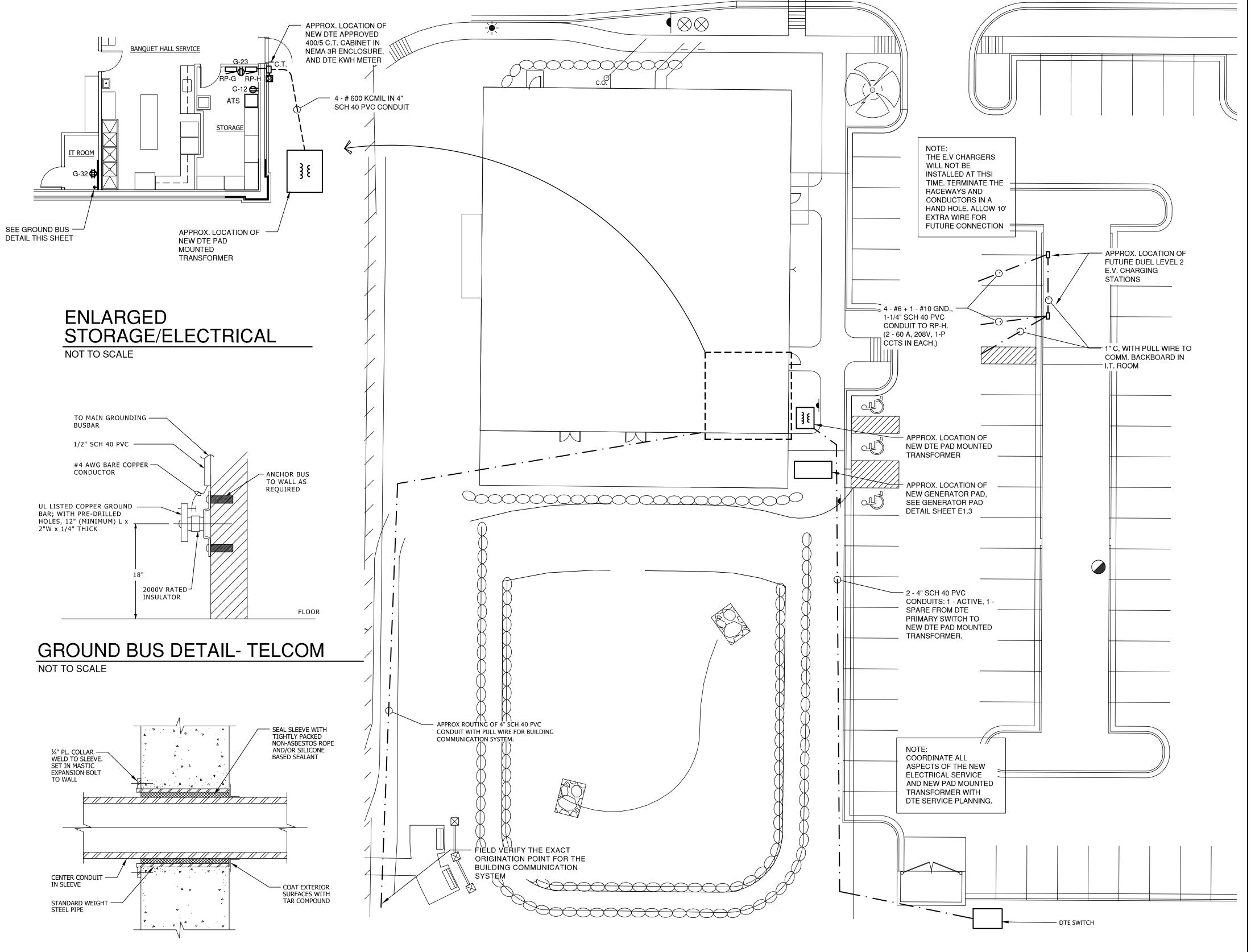
11800 WHITMORE I WHITMORE LA (734) 449-0552 FA

DATE



| | DING NAME: ECT: | New Cor | enior Cent | | | | | | ENT OJECT | NO. | Ashcott I MEI 240 | | DATE: | 5/4/2024 | |
|---------------|----------------------|----------|-------------|----------|-----------|---------|------------|-------|--------------|-------|----------------------|-----------------|---------|----------------|-----|
| | | | isti uction | | | | | r K | OUEUI | INO. | WE1 240 | 703 | | | |
| | L ID: | RP-H* | | | | | | | | | | | | | |
| ANE | L LOCATION: | SEE PLA | AN | | | | | | | | | | | | |
| | | VOLT | PHASE | WIRE | HZ | POLE | KAIC | | MOUN | IT | NTRL | GND | | | |
| | PANEL DESCRIPTION: | | 3 | 4 | 60 | 60 | 22 | | SURF | | 100% | 100% | | | |
| | FEEDER/CONDUIT SIZE: | | | | | | | | | _ | | | | | |
| | | | | | | | | | | | 04.040 | | | | |
| | MAIN | AMP | | SOURCE | 7 / O T | OA DINE | - | Ava | ailable A | IC: | 21,810 | amps | | | |
| | MAIN: | 400 | MCB | DTE XFMF | R / C. I. | CABINE | 1 | - | | | | | | | |
| KT | LOAD | I | LOAD (VA | .) | | BRKR | | | BRKR | | | LOAD (VA | .) | LOAD | CKT |
| VO. | DESCRIPTION | LTG | RECEP | MECH | POLE | AMP | PH | | AMP | POLE | MECH | RECEP | LTG | DESCRIPTION | NO. |
| 1 | RECEPTACLES | | 1440 | | 1 | 20 | Α | | 20 | 1 | | 900 | | RECEPTACLES | 2 |
| $\overline{}$ | RECEPTACLES | | 900 | | 1 | 20 | B | | 20 | 1 | | 1080 | | RECEPTACLES | 4 |
| 775 | RECEPTACLES | | 1080 | | 1 | 20 | C | | 20 | 1 | | 900 | | RECEPTACLES | 6 |
| | RECEPTACLES | | 1080 | | 2 | 30 | A | | 20 | 1 | | 900 | | RECEPTACLES | 8 |
| $\overline{}$ | DRINKING FOUNTAIN | | 1000 | | | X | В | | 20 | 1 | | 1000 | | FIRE PLACE | 10 |
| _ | RECEPTACLES | | 1260 | | 1 | 20 | C | | 20 | 1 | | 900 | | RECEPTACLES | 12 |
| | EWC | | 1000 | | 1 | 20 | A | | 20 | 1 | | 720 | | RECEPTACLES | 14 |
| $\overline{}$ | RECEPTACLES | | 1080 | | 1 | 20 | В | | 20 | 2 | 750 | | | CABINET HEATER | 16 |
| | RTU - 2 | | 1000 | 3623 | 3 | 45 | С | | X | | 750 | | | OADINET HEATEN | 18 |
| 19 | IVIO = 2 | | | 3623 | 3 | X | A | | 20 | 1 | 130 | | | SPARE | 20 |
| 21 | | | | 3623 | | X | В | | 20 | 1 | 126 | | | CEILING FAN | 22 |
| _ | WP/GFCI RECEPT | | 180 | 3023 | 1 | 20 | С | | 20 | 1 | 126 | | | CEILING FAN | 24 |
| | RTU - 1 | | 100 | 3623 | 3 | 45 | A | | 60 | 2 | 5000 | | | # E.V. STATION | 26 |
| 27 | 100 | | | 3623 | | X | В | | X | _ | 5000 | | | # L.V. OIXTION | 28 |
| 29 | | | | 3623 | | X | C | | 60 | 2 | 5000 | | | # E.V. STATION | 30 |
| | SPARE | | | 3020 | 3 | 45 | A | | X | _ | 5000 | | | # L.V. GIATION | 32 |
| 33 | OFFICE | | | | | X | В | | 60 | 2 | 5000 | | | # E.V. STATION | 34 |
| 35 | | | | | | X | С | | X | _ | 5000 | | | # L.V. OIXTION | 36 |
| | RTU - 5 | | | 2402 | 3 | 30 | A | | 60 | 2 | 5000 | | | # E.V. STATION | 38 |
| 39 | | | | 2402 | | X | В | | X | _ | 5000 | | | " L.V. GIATIGI | 40 |
| 41 | | | | 2402 | | X | С | | 20 | 1 | | | | SPARE | 42 |
| | SPARE | | | 2.02 | 1 | 20 | A | | 20 | 1 | | | | SPARE | 44 |
| _ | SPARE | | | | 1 | 20 | В | | 20 | 1 | | | | SPARE | 46 |
| | SPARE | | | | 1 | 20 | С | | 20 | 1 | | | | SPARE | 48 |
| | SPARE | | | | 1 | 20 | Α | | 20 | 1 | | | | SPARE | 50 |
| $\overline{}$ | SPARE | | | | 1 | 20 | В | | 20 | 1 | | | | SPARE | 52 |
| | SPARE | | | | 1 | 20 | С | | 20 | 1 | | | | SPARE | 54 |
| | SPARE | | | | 1 | 20 | A | | 200 | 3 | 8058 | 10192 | 3065 | | 56 |
| | SPARE | | | | 1 | 20 | В | | X | | 8058 | | | | 58 |
| _ | SPARE | | | | 1 | 20 | С | | X | | 8058 | | 200 | | 60 |
| | | | 9020 | 28944 | | | | | | | 65926 | | 9195 | | |
| | SUBTOTALS (VA) | | 9020 | 20944 | | | | | | | 05920 | 309/6 | 9195 | | |
| | | LTG | RECEP | | | | | | | PH | | IMBALAN | NCE | | |
| | LARGEST LOAD (VA) | | | 24174 | | | | | | | (VA) | | (%) | | |
| | CONNECTED LOAD (VA) | 9195 | 45996 | | | | | | | Α | 52003 | | -0.20 | | |
| | DEMAND FACTOR | 1.0 | NEC | | | | | | | В | 51899 | | -11.06 | | |
| | DEMAND LOAD (VA) | 9195 | 27998 | 94870 | | | | | | С | 46159 | A-C | -11.24 | | |
| Ī | | | VA | AMPS | | NOTES | /REMAR | KS | | | | | | | |
| \dashv | TOTAL CONNECTED LOAD | <u> </u> | 150061 | 416.5 | | | | | A of Ro | cen @ | 100%) + | (Remainin | n Recen | @ 50%) | |
| \dashv | TOTAL CONNECTED LOAD | | 132063 | | | | Service | | | | | (I CIII all III | y Necep | W 3070) | |
| - | FEEDER SIZE | | 132003 | 389.7 | | | | | | | | n Drovido | hreaker | lock, and lock | |
| | LLDLIN OILL | | | 308.7 | | | n the off | | | 433UU | area wiiili | g. I TOVIDE | DIEAREI | rook, and rook | |
| | | | | | | , | ii uie oil | POSIL | don. | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |





CONDUIT THROUGH EXTERIOR WALL

NOT TO SCALE

SITE PLAN - CAR CHARGERS & ELECTRICAL

SCALE: 1/16" = 1'-0"



AONTERO ENTERPRISES, INC.
Professional Engineering Services

3475 Jeanette Drive
Chelsea, Michigan 48118
Phone:(734) 475–3592
www.monteroenterprises.net

DEXTER SENIOR CENTER
ALTERATIONS

ASHCOTT ELECTRIC INC.

11800 WHITMORE LAKE RD, SUITE C
WHITMORE LAKE, MI 48189
(734) 449-0552 FAX (734) 449-1182
www.ashcottelectrical.com

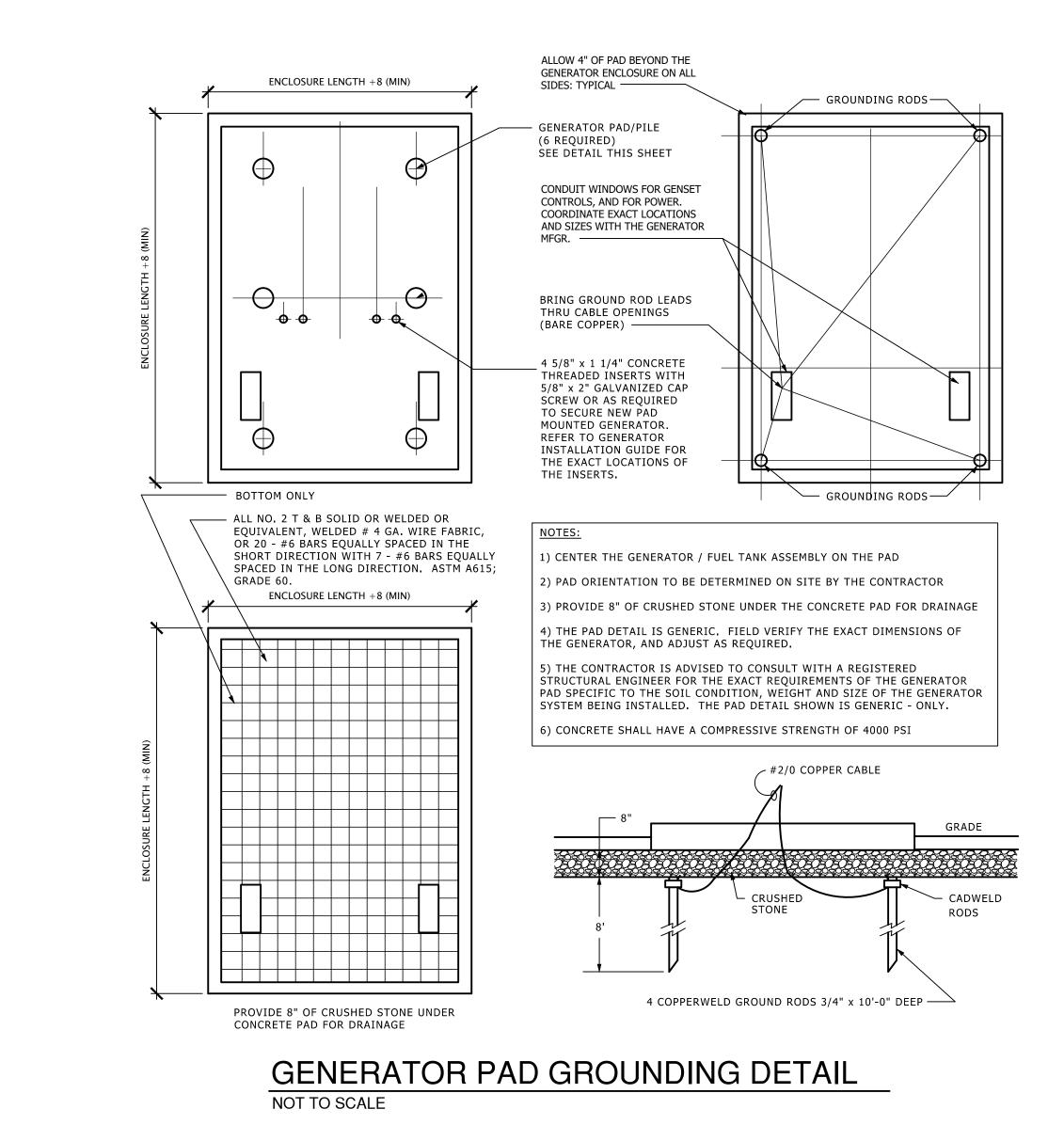
ISSUE DATE

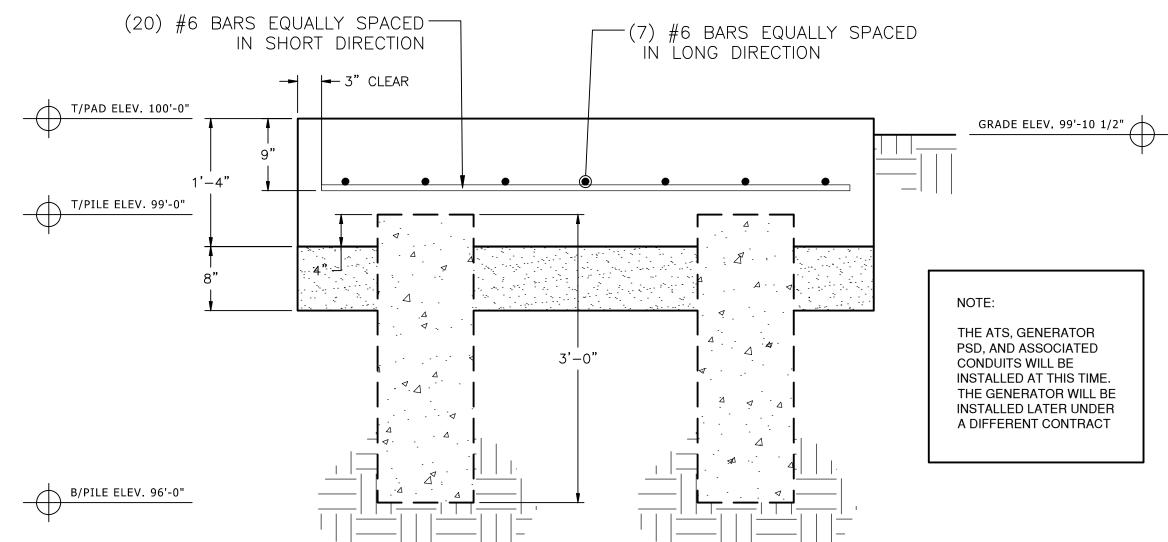
PERMIT/CONSTR. 05/07/24

PROJECT NUMBER: MEI-240403

DRAWN: KSM CHECKED: AFM

E1.2





PAD/PILE DETAIL NOT TO SCALE

MONTERO ENTERPRISES, INC.

Professional Engineering Services

CENTER

ALTERATIONS SENIOR DEXTER

11800 WHITMORE LAKE RD, SUITE C WHITMORE LAKE, MI 48189 (734) 449-0552 FAX (734) 449-1182 www.ashcottelectrical.com **ELECTRIC INC ASHCOTT**

DATE **ISSUE** PERMIT/CONSTR. 05/07/24 PROJECT NUMBER: MEI-240403

E1.3

DRAWN: KSM CHECKED: AFM

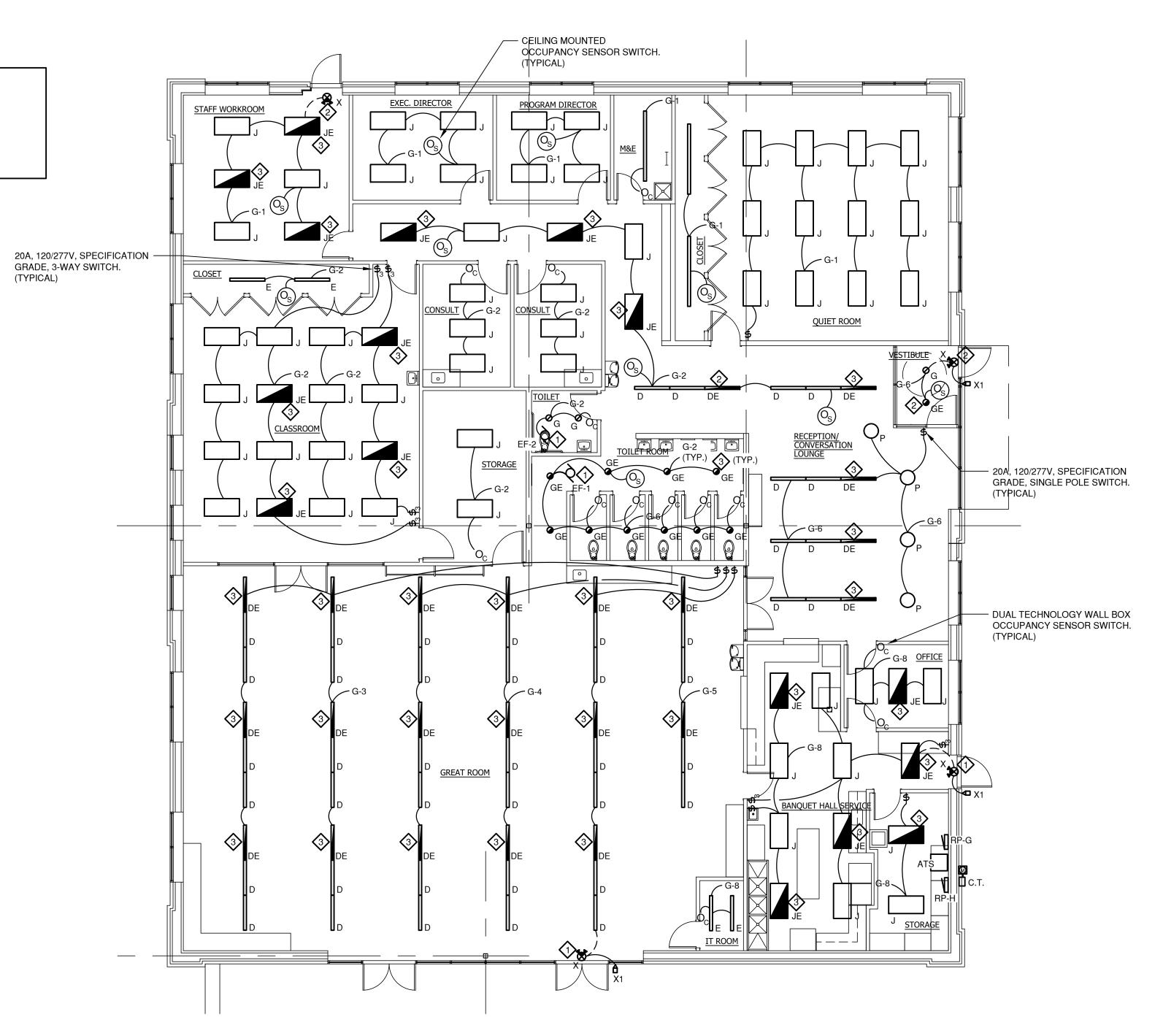
NOTE:

ON/OFF AND AUTOMATIC OCCUPANCY CONTROLS WILL BE PROVIDED BY THE LIGHTING SYSTEM VENDOR. COORDINATE EXACT REQUIREMENTS, AND INSTALL AS INSTRUCTED. CONTROLS SHOWN ON THE PLAN ARE FOR INFORMATION ONLY, ADJUST AS REQUIRED

| | FIXTURE SCHEDULE | | | | | | |
|------------|------------------|--------------------------|--|--|------|--------|---------|
| SYMBOL | LABEL | MANUFACTURER | CATALOG NUMBER | DESCRIPTION | LAMP | LUMENS | WATTAGE |
| | С | LITHONIA LIGHTING | CLX L96 8000LM SEF WDL MVOLT 40K 80 CRI | CLX LED LINEAR 96", 8000 LUMENS, STANDARD EFFICIENCY, LESS LOUVER, WIDE DIFFUSE, GENERAL, MVOLT, 4000K, 80CRI | LED | 8111 | 51.0858 |
| | D | FINELITE, INC | HP-X ID-4'-V-V-835-WSO-F | HP-X ID-4'-V-V-835-WSO-F | LED | 13 | 72.9 |
| Ø | G | LITHONIA LIGHTING | LDN6 40/20 LO6AR LSS | 6IN LDN, 4000K, 2000LM, CLEAR, SEMI-SPECULAR REFLECTOR, CRI80 | LED | 2009 | 22,52 |
| | J | LITHONIA LIGHTING | ENVX 2X4 HRG 6000LM 80CRI 40K | SPEC AMBIENT LED TROFFER, 2X4, HOURGLASS, 6000 NOMINAL LUMENS, 80 CRI, 4000K | LED | 6076 | 50.39 |
| 0 | Р | BROWNLEE LIGHTING INC | 2672-19-WH-L52-35K | - | | 3582 | 50.94 |
| | Е | LITHONIA LIGHTING | CLX L48 4000LM SEF WDL MVOLT 40K 80CRI | CLX LED LINEAR 48", 4000 LUMENS, STANDARD EFFICIENCY, LESS LOUVER, WIDE DIFFUSE, GENERAL, MVOLT, 4000K, 80CRI | | 4056 | 25.5429 |
| | DE | FINELITE, INC | HP-X ID-4'-V-V-835-WSO-F | HP-X ID-4'-V-V-835-WSO-F | LED | 13 | 72.9 |
| Ø | GE | LITHONIA LIGHTING | LDN6 40/20 LO6AR LSS | 6IN LDN, 4000K, 2000LM, CLEAR, SEMI-SPECULAR REFLECTOR, CRI80 | LED | 2009 | 22.52 |
| | JE | LITHONIA LIGHTING | ENVX 2X4 HRG 6000LM 80CRI 40K | SPEC AMBIENT LED TROFFER, 2X4, HOURGLASS, 6000 NOMINAL LUMENS, 80 CRI, 4000K | LED | 6076 | 50.39 |
| ⊗ ¢ | х | LITHONIA LIGHTING | LQM-S-3-R-MVOLT-ELN | LED EXIT SIGN WITH WHITE HOUSEING, RED FACE, AND ELN BATTERY | LED | N/A | 0.71 |
| a | ΧI | LITHONIA LIGHTING | AFF-OELR-VERIFY-WT | DIE-CAST, ARCHITECTURAL REMOTE HEAD EM LIGHT. | LED | N/A | N/A |

REFERENCE NOTES:

- FRACT HP EX FAN, BY MECH TRADES. ON/OFF CONTROL OF FAN VIA LOCAL WALL BOX OCCUPANCY SENSOR WITH THE AREA LIGHTS. PROVIDE DISCONNECTING MEANS, AS REQUIRED. FIELD VERIFY EXACT CONNECTION REQUIREMENTS. CIRCUIT AS NOTED.
- CONNECT THE FIXTURE TO THE HOT (NON-SWITCHED) SIDE OF THE LOCAL LIGHTING CIRCUIT INDICATED.
- CONNECT THE EM BATTERY PACK ONLY TO THE HOT (NON-SWITCHED) SIDE OF THE LOCAL LIGHTING CIRCUIT INDICATED.





PRISES, INC.

ring Services

brive

48118

3592

orises.net

MONTERO ENTERPRISES,

Professional Engineering Servi
3475 Jeanette Drive
Chelsea, Michigan 48118

DEXTER SENIOR CENTER

ALTERATIONS

ASHCOTT ELECTRIC INC.

11800 WHITMORE LAKE RD, SUITE C
WHITMORE LAKE, MI 48189
(734) 449-0552 FAX (734) 449-1182
www.ashcottelectrical.com

ISSUE DATE

GEN. REVISIONS 05/01/24
PERMIT/CONSTR. 05/07/24

PROJECT NUMBER: MEI-240403 DRAWN: KSM CHECKED: AFM

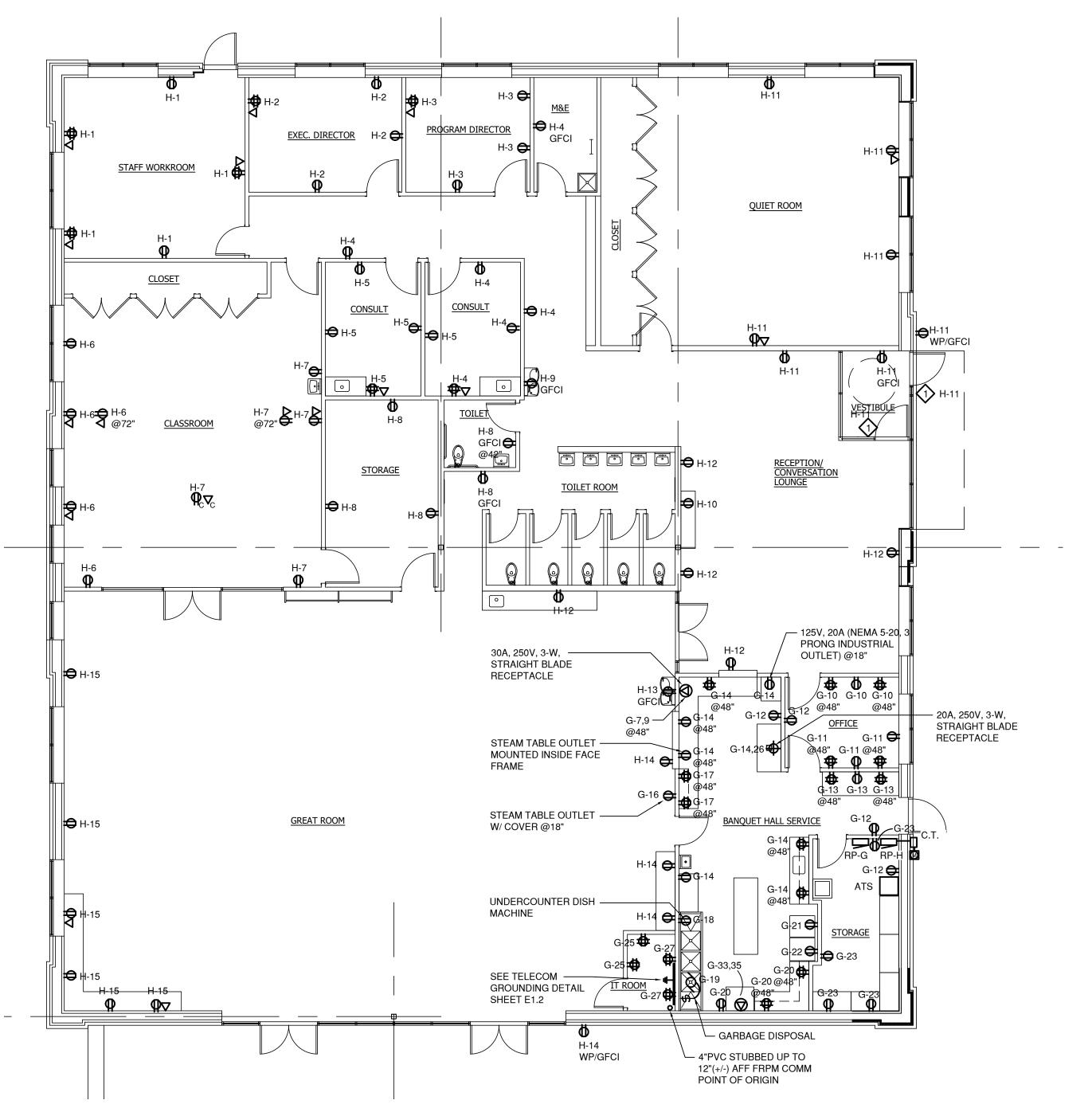
E2.1

GENERAL NOTES:

- 1. PROVIDE DEDICATED (NON-SHARED) NEUTRAL CONDUCTORS FOR ALL SINGLE POLE CIRCUITS
- RECEPTACLES SHOULD BE MOUNTED AT 18" AFF EXCEPT AS NOTED. FOR CASEWORK AND COUNTERTOPS, COORDINATE THE EXACT MOUNTING HEIGHTS WITH THE ARCH TRADES

REFERENCE NOTES:

PROVIDE 120VAC POWER FOR POWER DOOR OPERATOR. COORDINATE THE EXACT LOCATION OF THE INTERFACE, ON-SITE, WITH THE DOOR VENDOR. CIRCUIT AS NOTED.



POWER & COMMUNICATION PLAN

CENTER ALTERATIONS SENIOR DEXTER

E LAKE RD, SUITE C AKE, MI 48189 AX (734) 449-1182 INC 11800 WHITMORE L WHITMORE LAI (734) 449-0552 FA) ASHCOT

ISSUE DATE PERMIT/CONSTR. 05/07/24

PROJECT NUMBER: MEI-240403 DRAWN: KSM CHECKED: AFM

E3.1



1. PROVIDE PLASTIC BUSHINGS ON BOTH ENDS OF ALL COMMUNICATIONS / LOW VOLTAGE RACEWAYS.

REFERENCE NOTES:

PROVIDE 120VAC INTERFACE AS WELL AS A DATA BOX
/ RACEWAY TO ABOVE THE ACCESSIBLE CEILING FOR
THE DOOR ACCESS READER STSTEM - SYSTEM BY
OTHERS. COORDINATE THE EXACT INTERFACE REQUIREMENTS, ON-SITE, WITH THE SYSTEM VENDOR. ALL 120VAC POWER TO BE FROM CIRCUIT G-37.

<u>LEGEND</u>

TV TO HAVE QUAD RECEPTACLE AT 72" AFF AND DATA BOX

DOOR ACCESS/CARD READER, CONNECTED TO THE ACCESS CONTROL SYSTEM, TO HAVE ELECTRIC AND DATA

SOUTH CAMERA AT 9'-6" A.F.F. EAST CAMERA AT 9'-0" A.F.F. NORTH CAMERA AT 12'-0" A.F.F.

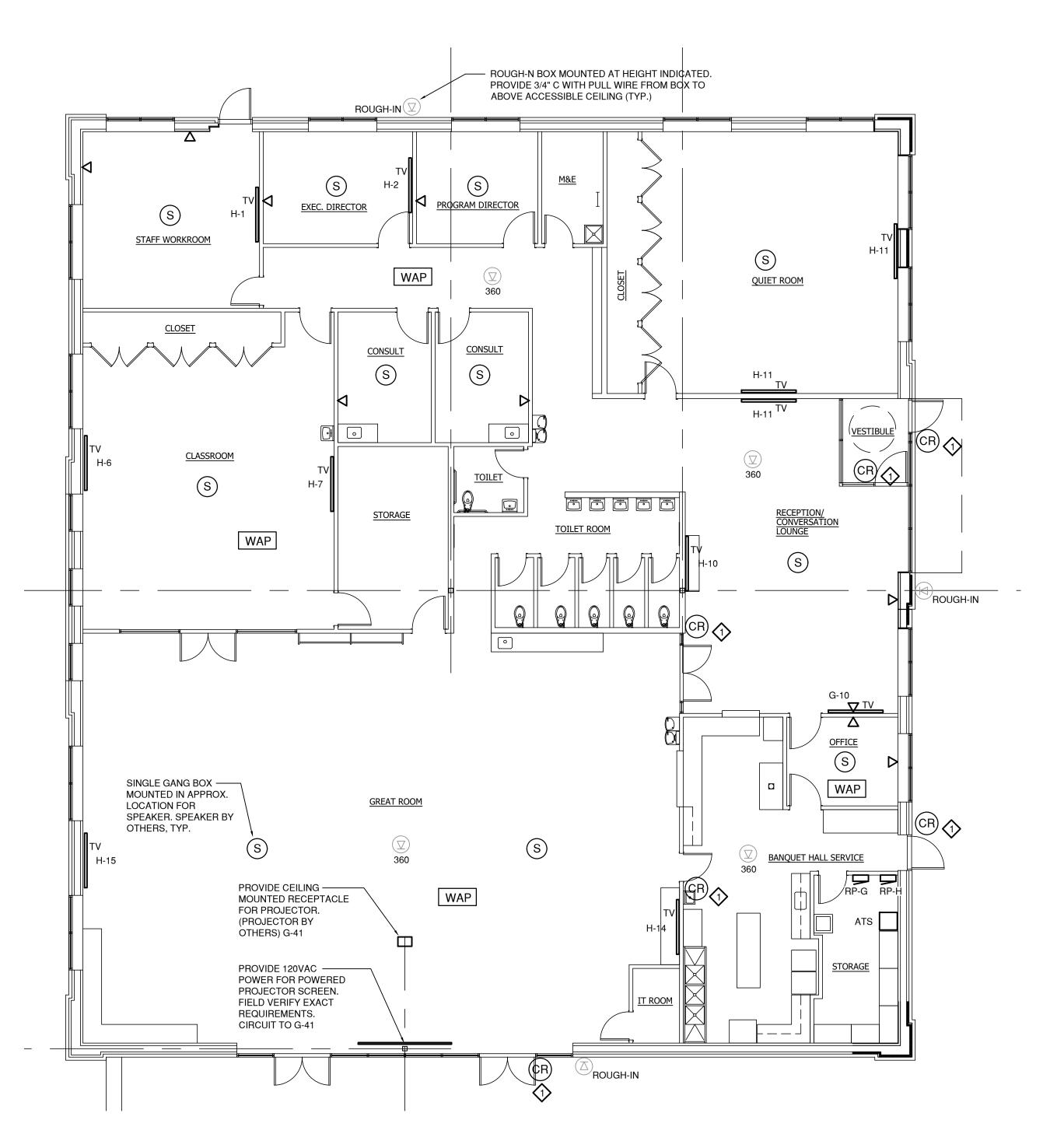
ROUGH-IN

CLOSED CIRCUIT TELEVISION CAMERA WITH WALL BRACKET 360 DEGREE PAN TILT ZOOM

SPEAKER

TELEPHONE & DATA WAP

WIRELESS ACCESS POINT





CENTER ALTERATIONS SENIOR

INC ELECTRIC **ASHCOTT**

11800 WHITMORE LAKE RD, SUITE C WHITMORE LAKE, MI 48189 (734) 449-0552 FAX (734) 449-1182 www.ashcottelectrical.com

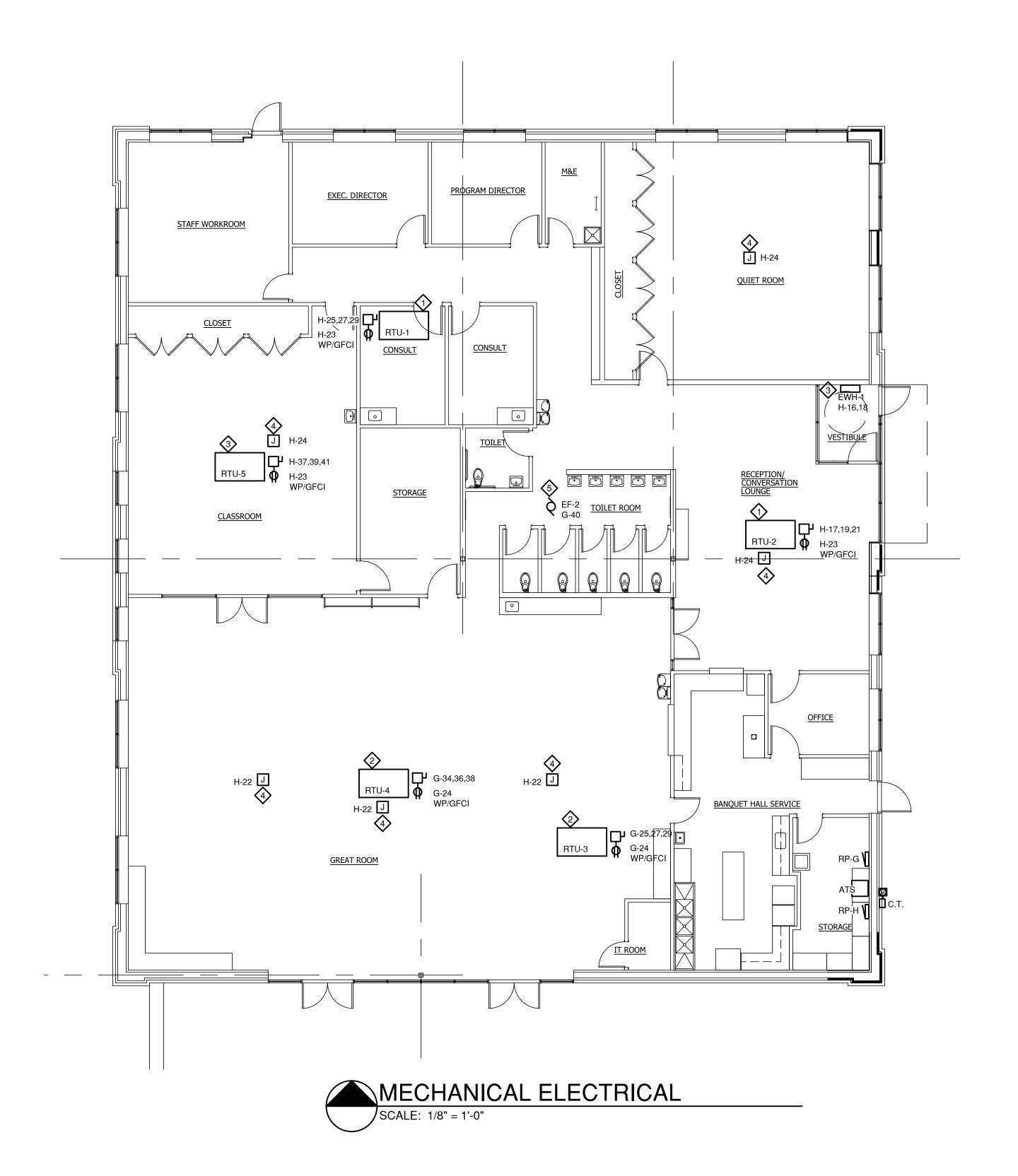
DATE **ISSUE** PERMIT/CONSTR. 05/07/24 PROJECT NUMBER: MEI-240403

DRAWN: KSM CHECKED: AFM

E3.2

REFERENCE NOTES:

- APPROX LOCATION OF 5 TON RTU, BY MECH TRADES: 208V, 3-P, 31.1 MCA. PROVIDE 60A, 240V, 3-P N.F. SAFETY SWITCH IN NEMA 3R ENCLOSURE. FIELD VERIFY REQUIREMENTS FOR WIRING THE ASSOCIATED DUCT SMOKE DETECTOR. CIRCUIT AS NOTED.
- SIMILAR TO REFERENCE NOTE 1 EXCEPT 3 TON RTU, BY MECH TRADES: 208V, 3-P, 20.0 MCA. PROVIDE 30A, 240V, 3-P N.F. SAFETY SWITCH IN NEMA 3R ENCLOSURE. CIRCUIT AS NOTED.
- APPROX LOCATION OF ELECTRIC CABINET HEATER, BY MECH TRADES: 208V, 1-P, 1.5 KW. FIELD VERIFY EXACT CONNECTION REQUIREMENTS. PROVIDE LOCAL DISCONNECTING MEANS AS REQUIRED. CIRCUIT AS NOTED.
- APPROX LOCATION OF ELECTRICAL INTERFACE POINT FOR CEILING FAN. CEILING FAN BY OTHERS. PROVIDE A 120VAC CIRCUIT FOR EACH FAN. FIELD VERIFY THE LOCATION OF THE ASSOCIATED FAN CONTROLLER (FAN CONTROLLER BY OTHERS) AND PROVIDE WIRING BETWEEN THE INTERFACE AND THE FAN CONTROLLER AS REQUIRED. CIRCUIT AS
- APPROX LOCATION OF ROOF TOP EX FAN, BY MECH TRADES. 120VAC, 1/2 HP. FIELD VERIFY EXACT CONNECTION REQUIREMENTS AND ON/OFF CONTROL SYSTEM. PROVIDE LOCAL DISCONNECTING MEANS AS REQUIRED. CIRCUIT AS NOTED.



CENTER SENIOR

ALTERATIONS

ELECTRIC INC

11800 WHITMORE LAKE RD, SUITE C WHITMORE LAKE, MI 48189 (734) 449-0552 FAX (734) 449-1182 www.ashcottelectrical.com **ASHCOTT**

ISSUE DATE PERMIT/CONSTR. 05/07/24

PROJECT NUMBER: MEI-240403 DRAWN: KSM CHECKED: AFM

E4.1

Exhibit C2 Construction Timeline

Dexter Senior Center - Inital Project Schedule

Estimated Completion Date: Fri 1/31/25



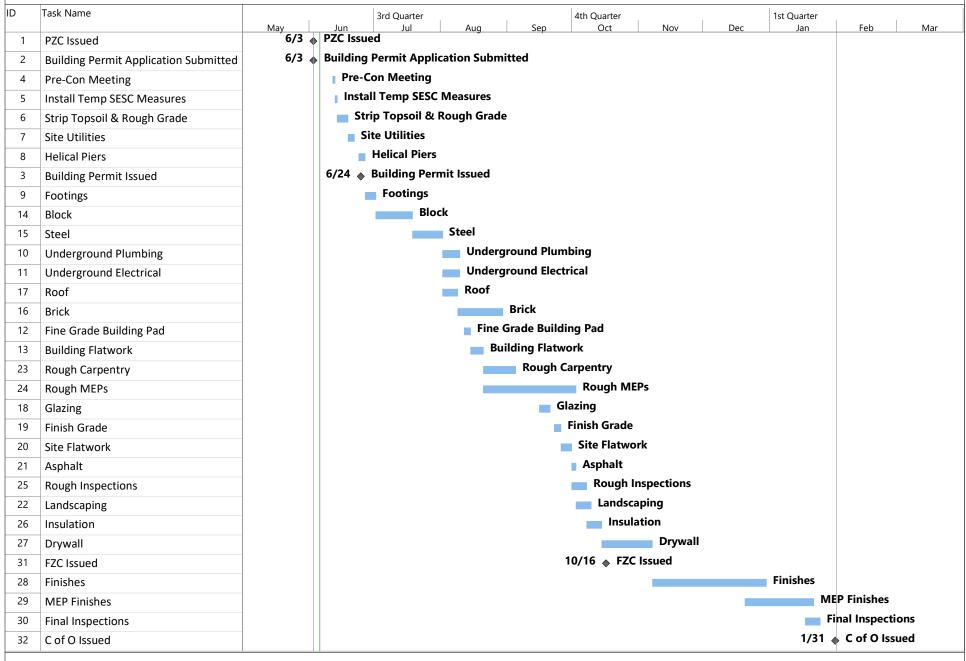


Exhibit D Bring Down Certificate

| BST INVESTMENTS, LLC, a Mi | chigan limited liability company, with its principal | | | | | |
|--|---|--|--|--|--|--|
| | 48130 ("Seller"), as Seller under that certain Purchase | | | | | |
| Agreement dated, 2024 (as amended, the "Purchase Agreement") between Seller and DEXTER COMMUNITY SCHOOLS, Counties of Washtenaw and Livingston, State of | | | | | | |
| | | | | | Michigan, a Michigan general powers school | Michigan, a Michigan general powers school district, whose address is 2704 Baker Road, Dexter, |
| Michigan 48130 ("Purchaser"), does | hereby certify to Purchaser that all of Seller's | | | | | |
| | of the Purchase Agreement) are hereby reaffirmed as | | | | | |
| | as of this day of, 202 Seller's | | | | | |
| Representations shall survive the Closing | to the expressly stated in Section 11 of the Purchase | | | | | |
| Agreement. | | | | | | |
| | | | | | | |
| IN WITNESS WHEREOF, Seller ha | as executed this Bring Down Certificate as of | | | | | |
| , 202 | | | | | | |
| | | | | | | |
| | | | | | | |
| | SELLER: | | | | | |
| | | | | | | |
| | BST INVESTMENTS, LLC, a Michigan limited | | | | | |
| | liability company | | | | | |
| | | | | | | |
| | D | | | | | |
| | By | | | | | |
| | Print Name: | | | | | |
| | Title: | | | | | |

Exhibit E

GENERAL ASSIGNMENT

For valuable consideration, the undersigned hereby bargains, sells, transfers, assigns, grants, conveys and sets over forever to DEXTER COMMUNITY SCHOOLS, County of Washtenaw, State of Michigan, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130, all the undersigned's right, title and interest, if any, in and to any and all improvements, tenements, hereditaments, privileges and appurtenances; leases and leasehold interests; Working Drawings, plans and specifications, warranty, fixtures, equipment and other items of personal property; licenses and permits, contracts, agreements or instruments; claims, guaranties, warranties, indemnities (collectively, the "Assigned Property") to the extent such Assigned Property is used in connection with, belonging or in any way appertaining, or relating in any way to the real estate more particularly described in the attached **Exhibit A**, if any; provided, however, that this assignment shall not apply to cash, checking or savings accounts, stocks, bonds, or other similar investments held by BST Investments, LLC.

The foregoing notwithstanding, this assignment shall not be effective as to any right, title, and interest that apply or relate to BST Investments, LLC's obligations to complete Punch List Items and Work Not Started (as those terms are defined in the Purchase Agreement between Dexter Community Schools and BST Investments, LLC dated June ___, 2024 (the "Agreement")) or to enforce its rights under the Agreement. For such right, title, and interest, this assignment shall be effective after the later of (i) the Holdback (as defined in the Agreement) has been released to BST Investments, LLC and (ii) any post-closing obligations of Dexter Community Schools under the Agreement have been satisfied.

| IN WITNESS WHEREOF, this Gene of, 2024. | eral Assignment is made as of the day |
|---|---|
| | BST INVESTMENTS, LLC, a Michigan limited liability company |
| | By Print Name: Title: |
| | Dated: |

Exhibit F

Counter-Signed Interim Payment Letter

[TO BE ATTACHED]

DEXTER SENIOR CITIZENS, INC 2270 Ann Arbor St. Dexter, Michigan 48130

May 29, 2024

BST Investments, LLC Attn: Steve Brouwer 2830 Baker Rd. Dexter, MI 48130

Re: Voluntary Interim Payment For Pre-construction and Capital Investment in the Development of the Dexter Senior Center Facility

Mr. Brouwer,

Dexter Senior Citizens, Inc. (dba Dexter Senior Center), is a Michigan nonprofit corporation whose mission is to provide programs and services which enable older adults to remain an active and integral of the community while retaining independence, dignity, and sense of well-being. BST Investments, LLC, a Michigan limited liability company, will be responsible for constructing the new senior center facility ("Facility") in Dexter, with A. R. Brouwer Co., LLC as General Contractor. The Facility will provide a Recreational Facility and facility dedicated to addressing food security for the area's seniors.

The Dexter Senior Center is the sub-recipient (UEI LHJBL7C27T63) of Federal Funds from the Federal American Rescue Plan – Coronavirus State and Local Fiscal Recovery Funds – Community Priority Funds passed-through Washtenaw County ("Grant"). Appropriations of \$100,000 for Food Assistance and \$654,812 for a capital investment building project were awarded. We would like the opportunity to make voluntary interim payments towards the preconstruction and capital investment in the Facility. On March 15, 2024 we authorized interim payments not to exceed \$95,000 to complete the site plan approval, architectural and engineering drawings for the project. At this time, we would like to authorize additional voluntary interim payments.

Through the Grant, the Dexter Senior Citizens are capital partners with Dexter Community Schools for the Facility. Dexter Community Schools and BST Investments, LLC entered into a Letter of Intent to for Dexter Community Schools to Purchase Dexter Town Center Condominium Unit 2 upon completion of the Dexter Senior Center building for a not to exceed Purchase Price. Dexter Community Schools has further drafted a Purchase Agreement to purchase the Property after Substantial Completion of a Senior Center Facility, a new 9,000 SF building at 2740 Baker Rd. The Dexter Senior Center will occupy the new Facility under a lease agreement with Dexter Community Schools, with terms to be developed prior to closing on the Facility.

May 29, 2024 Dexter Senior Center Voluntary Interim Payment Page 2

The Board of the Dexter Senior Center authorizes interim payments to BST Investments, LLC, not to exceed \$60,699.62 for pre-construction architecture and engineering to support establishing the Meals and Wheels and Senior Café programs at the new location and \$654,812 towards the capital investment, construction/acquisition, including architecture and engineering. These payments are inclusive of the payments towards the site plan approval, architectural and engineering drawings for the project per our letter dated March 15, 2024. These payments by the Dexter Senior Center shall be credited toward the Purchase Price at Closing as described in the Purchase Agreement between Dexter Community Schools and BST Investments, LLC.

We understand that design changes may result in additional design fees depending on the timing and magnitude of the change. It is important that all parties be informed that additional fees will be incurred when design changes are being discussed. If additional charges are anticipated. but within the base proposal Purchase Price, the Board of the Dexter Senior Center will need to authorize the additional payments. If additional charges are anticipated, in excess of the base proposal Purchase Price, the authorized individuals from the Dexter Community Schools plus the Board of the Dexter Senior Center will need to authorize the additional charges.

Please indicate your acceptance by signing below and return a copy for our file. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

ames Carson, President

AGREED AND ACCEPTED BY:

BST Investments, LLC,

a Michigan limited liability company

Name:

Its:

Dated:

41892067.1/022912.00054

BST Investments, LLC

2830 Baker Rd. Suite 100 Dexter, MI 48130

| Date | Invoice # |
|-----------|-----------|
| 5/14/2024 | 388 |

Invoice

| Bill To | |
|-----------------------------|--|
| Dexter Senior Citizens, Inc | |
| 7720 Ann Arbor St. | |
| Dexter, MI 48130 | |
| | |
| | |
| | |

| Description | | Amount |
|--|-------------|-----------|
| DEXTER SENIOR CENTER NEW BUILDING - SITE PLAN APPROVAL & DRAWING | is . | |
| Interim Payment Commitment for Development of Dexter Senior Center | \$95,000.00 | |
| Total Development Services Completed to Date: | \$95,000.00 | |
| Total Amount Paid to Date: | \$40,000.00 | |
| CURRENT AMOUNT DUE THIS INVOICE: | | 55,000.00 |
| Polecus 1001 (EJ) Culture 5-29-24 | \$0.00 | |
| W 370 1 | | {(|
| | | |
| | | |
| | | |
| | | |

| Phone # | E-mail |
|----------------|----------------------------|
| (734) 426-9980 | mklafontaine@arbrouwer.com |

| Total | \$55,000.00 |
|------------------------|-------------|
| Balance Due | \$55,000.00 |
| Customer Total Balance | \$55,000.00 |

DEXTER SENIOR CITIZENS, INC 7720 Ann Arbor St. Dexter, Michigan 48130

March 15, 2024

BST Investments, LLC Attn: Steve Brouwer 2830 Baker Rd. Dexter, MI 48130

Re: Voluntary Interim Payment For Development of the Dexter Senior Center Facility

Mr. Brouwer,

Dexter Senior Citizens, Inc. (dba Dexter Senior Center), is a Michigan nonprofit corporation whose mission is to provide programs and services which enable older adults to remain an active and integral of the community while retaining independence, dignity, and sense of wellbeing. BST Investments, LLC, a Michigan limited liability company, will be responsible for constructing the new senior center facility ("Facility") in Dexter, with A. R. Brouwer Co., LLC as General Contractor.

The Dexter Senior Center is the sub-recipient (UEI LHJBL7C27T63) of Federal Funds from the Federal American Rescue Plan – Coronavirus State and Local Fiscal Recovery Funds – Community Priority Funds passed-through Washtenaw County. Of the Federal Funds obligated, \$654,812 is currently approved to be used toward the construction and purchase of the Facility ("Grant"). We would like the opportunity to make voluntary interim payments to assist with the Facility's construction up to and not to exceed the amount of the Grant. If needed and available, the budget can be amended for up to the full amount of the obligation.

Dexter Community Schools and BST Investments, LLC entered into a Letter of Intent to for Dexter Community Schools to Purchase Dexter Town Center Condominium Unit 2 upon completion of the Dexter Senior Center building for a not to exceed Purchase Price. Dexter Community Schools has further acknowledged that BST Investments, LLC has engaged professional services to prepare architectural and engineering drawings required to obtain combined preliminary and final site plan approval from the City of Dexter and a building permit from the Washtenaw County Building Department for the construction of the new 9,000 SF building at 2740 Baker Rd. The cost of these professional services are included in the Purchase Price.

The Board of the Dexter Senior Center has authorized interim payments to BST Investments, LLC, not to exceed \$95,000, to complete the site plan approval, architectural and engineering drawings for the project. These payments by the Dexter Senior Center shall be credited toward the Purchase Price at Closing as described in the Purchase Agreement between Dexter Community Schools and BST Investments, LLC. We understand that design changes may

March /5, 2024

Dexter Senior Center Voluntary Interim Payment

Page 2

result in additional design fees depending on the timing and magnitude of the change. It is important that all parties be informed that additional fees will be incurred when design changes are being discussed. If additional charges are anticipated, but within the base proposal Purchase Price, the Board of the Dexter Senior Center will need to authorize the additional payments. If additional charges are anticipated, in excess of the base proposal Purchase Price, the authorized individuals from the Dexter Community Schools plus the Board of the Dexter Senior Center will need to authorize the additional charges.

Please indicate your acceptance by signing below and return a copy for our file. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

mes Carson, Board President

Dexter Senior Center

AGREED AND ACCEPTED BY:

BST Investments, LLC, a Michigan limited liability company

By: Stevn Browner
Ite. Member

Dated:

EXHIBIT G

[Dexter Senior Citizens, Inc. Grant]

| Contract | # |
|----------|---|
|----------|---|

COUNTY OF WASHTENAW, MICHIGAN

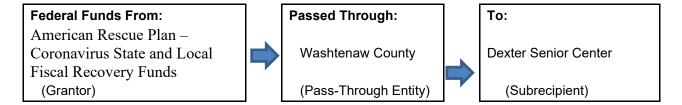
Agreement for Subaward of Federal Financial Assistance American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Per RFP# 8485

The COUNTY OF WASHTENAW is a recipient of federal financial assistance grant dollars. These funds are received directly from the federal government. The County sometimes passes through a portion of this federal financial assistance to other organizations located within (or in the vicinity of) the geographical boundaries of the County to assist them in carrying out the objectives of the applicable federal grant or program.

AGREEMENT is made this 23rd day of October, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, as the pass-through entity (hereinafter referred to as the County) and, **Dexter Senior Center, 7720 Ann Arbor St, Dexter, MI, 48130.** (hereinafter often referred to as the Subrecipient).

This agreement is a subaward of federal financial assistance by the County to the Subrecipient intended to assist, stimulate, or support the Subrecipient in carrying out its allowable activities under the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds – Community Priority Funds as requested by the Subrecipient in its application to the County for federal financial assistance.

Flow of Federal Financial Assistance in this Subaward Agreement



<u>ARTICLE I – REQUIRED DATA ELEMENTS</u>

(As detailed in Section 200.331 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget, hereinafter referred to as the Uniform Guidance.)

| Subrecipient Name (must match registered name in DUNS) | Dexter Senior Center |
|--|--|
| Subrecipient UEI Number | LHJBL7C27T63 |
| Federal Award Identification Number (FAIN) | SLFRFP0226 |
| Federal Award Date (the date when the federal award is signed by the authorized official of the federal awarding agency) | March 11, 2021, American Rescue Plan Act of 2021 (H.R. 1319) |
| Subaward Period of Performance (start and end date) | 10/23/2023- 12/31/2024 |
| Amount of Federal Funds Obligated by this Agreement | \$754,812 |

| Contract | <i>H</i> |
|-----------|--------------|
| Contract: | H |

| Total Amount of Federal Funds Obligated to the Subrecipient Total Amount of the Federal Award | \$754,812 \$754,812 |
|--|---|
| Federal Award Project Description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) described in Title 2 Code of Federal Regulations Part 170) | Dexter Senior Center (DSC) is requesting funding for a "senior lounge", a space for the Senior Nutrition Program and space for programmatic operation for DSC as part of the Dexter Multigeneration Community Center project. |
| Name of Federal Awarding Agency | U. S. Department of Treasury |
| Name of County (Pass-Through Entity) | Washtenaw County |
| Name and Contact Information for Awarding Official | Gregory Dill, County Administrator,220 North Main, P.O. Box 8645, Ann Arbor MI 48107 |
| CFDA Number and Name | 21.027 Coronavirus State and Local Fiscal Recovery Funds (SLFRF) |
| Is this Subaward for Research and Development? (answer Yes or No) | No |

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE II - SCOPE OF SERVICES

The Dexter Senior Center will be using the funding for a new space for the Senior Nutrition Program and space for programmatic operation as part of the DSC. In addition, DSC will establish the Meals on Wheels and Senior Café programs to serve at the new location and be able to continue to serve Dexter Area older adults. This is awarded by **Board Resolution** #23-170 dated 10/05/2023 and **RFP# 8485.**

<u>ARTICLE III - PAYMENT AND CASH MANAGEMENT</u>

If the County is paid in advance by the federal awarding agency under the above-named federal assistance award, the Subrecipient may also be paid in advance if it meets the requirements in Section 1 below.

<u>Section 1</u> - Cash Advances. The Subrecipient may request an advance of funds under this agreement if it maintains or demonstrates the willingness to maintain both:

- 1. written procedures that minimize the time elapsing between the transfer of funds from the County and the subsequent disbursement of the funds by the Subrecipient,
- 2. financial management systems that meet the standards for fund control and accountability as defined in Section 200.305 of the Uniform Guidance.

Requests for advance of funds must be limited to the minimum amount needed and must be timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the terms of this agreement. The timing and amount of the advance must be as close as is "administratively feasible" to the actual disbursement to be made by the Subrecipient.

Section 2 - Reimbursement. If the Subrecipient does not meet the requirements in Section 1 above, it shall submit periodic reimbursement requests to the County. This may be done on a monthly or quarterly basis. The reimbursement request shall be accompanied by the agreed upon financial and programmatic reports. The County shall pay the Subrecipient within 30 calendar

| Contract | # | | | | | |
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days after the receipt of the reimbursement request and the agreed upon financial/programmatic reports, unless the County reasonably believes the reimbursement request to be improper.

ARTICLE IV - REPORTING OF SUBRECIPIENT

- <u>Section 1</u> The Subrecipient is to report to Alize Asberry Payne or their designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- Section 2 The Subrecipient shall submit financial reports detailing utilization of funds monthly, and for months of quarters ending not less than 15 days after an end of a quarter, for quarters ending reports are due April 15th, July 15th, October 15th, and January 15th for as long as funds are expended or through January 15th, 2025. Reports are to be submitted electronically to Alize Asberry Payne and Kelly Belknap at belknapk@washtenaw.org

The Subrecipient shall submit programmatic reports electronically at the same time and frequency as the financial reports unless otherwise agreed to by the Racial Equity Office. Reports should be submitted to Alize Asberry Payne at asberrypaynea@washtenaw.org and Kelly Belknap at belknapk@washtenaw.org.

- Section 3 All reports, estimates, memoranda and documents submitted by the Subrecipient must be dated and bear the Subrecipient's name. Financial reports shall be submitted in a timely manner to the County and shall be in agreement with the amounts shown in the Subrecipient's financial system and shall be supported by appropriate documentation (payroll records, invoices, etc.). Final financial and programmatic reports shall be submitted by the Subrecipient within 15 days of the end of this agreement unless an extension of time is granted in writing by the County.
- <u>Section 4</u> The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.
- <u>Section 5</u> The Subrecipient shall retain all reports, records and supporting documentation pertaining to this agreement for a period of five years from the date of submission of the final expenditure report and shall make them available to the County and the federal awarding agency upon request.
- <u>Section 6</u> All reports made in connection with these services are subject to review and final approval by the County Administrator.
- <u>Section 7</u> The County may review and inspect the Subrecipient's activities during the term of this agreement.
- <u>Section 8</u> When applicable, the Subrecipient will submit a final, written report to the County Administrator.
- <u>Section 9</u> After reasonable notice to the Subrecipient, the County may review any of the Subrecipient's internal records, reports, or insurance policies.
- <u>Section 10</u> The Subrecipient and/or subcontractors shall disclose in writing to the County any potential conflict of interest it has related to the County or this agreement subject to the provisions 2 CFR 200.318.
- <u>Section 11</u> The Subrecipient shall disclose in writing to the County in a timely manner all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.

| Contract | # | | | | |
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<u>Section 12</u> - The Subrecipient shall report to the County in a timely manner if any adverse or problematic situations arise between reporting deadlines describing the nature of the problem and what is being done to address it.

ARTICLE V - ARPA - SLFRF REPORTING REQUIREMNTS

The State and Local Fiscal Recovery Funds program as established by the American Rescue Act plan requires reporting expenditures, programmatic data, and project demographic distribution.

Expenditure reports are to be submitted monthly, no later than the 15th of the month and as outlined in <u>Section 2 of Article IV – Reporting of Subrecipient</u>. Program data is to be submitted quarterly as identified in <u>Attachment A – Quarterly Data Reporting Requirements</u>.

On a quarterly basis, due no later than the 15th of the month following the end of a calendar year quarter programmatic data, and project demographic distribution data as outlined in Attachment A will be required. This is in addition to the monthly expenditure report. Reports are due by no later than January 15th, April 15th, July 15th and October 15th.

During the course of this contract Dexter Senior Center will work with the Data and Evaluation Managers to identify and collect performance measures including equity metrics that are applicable to their programming.

ARTICLE VI – TERM

This contract begins on the date of this agreement and ends on December 31, 2024, with an option to extend for two (2) additional one (1) year periods if funding and federal award allows for the extension.

No costs eligible under this agreement shall be incurred by the Subrecipient before or after these dates, except with prior written approval of the County.

ARTICLE VII- RESPONSIBILITIES OF THE SUBRECIPIENT

<u>Section 1</u> - The Subrecipient agrees to comply with all applicable federal, State, and local regulations including the Uniform Guidance. The Subrecipient agrees to comply with the management systems standards (financial management (Sections 200.302-304), procurement (Sections 200.317-326), and property management (Sections 200.310-316)) of the Uniform Guidance.

<u>Section 2</u> - The Subrecipient agrees to have performed a Single Audit of its federal expenditures if it reaches the Single Audit dollar threshold in federal expenditures during its fiscal year as detailed in Section 200.501 of the Uniform Guidance. The County reserves the right to perform or cause to be performed additional audits if it deems such to be necessary to insure compliance with the terms of this agreement or to determine the eligibility of the reported expenditures for reimbursement.

Section 3 - The Subrecipient agrees to comply with the provisions of the Byrd Amendment (Public Law 101-121, Section 319 - 31 U.S. Code Section 1352) which prohibits the use of federal funds by the recipient or subrecipient of a Federal contract, grant, loan, or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a

| Contract # | |
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Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal funds awarded under this agreement.

<u>Section 4</u> – The Subrecipient agrees to comply with the provisions of the Stevens Amendment (Section 8136 of the Department of Defense Appropriations Act – Public Law 100-463) which stipulates that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

<u>Section 5</u> - In addition to this agreement, the Subrecipient shall complete, sign, and submit to the County the following documents which are attached as part of this agreement:

- 1. Standard Assurances
- 2. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- 3. Audit Certification

ARTICLE VIII - SUSPENSION OF FUNDING

The County may suspend funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- 1. Failure to expend funds in a timely manner consistent with the agreement milestones, guidance, and assurances.
- 2. Failure to comply with the requirements or statutory objectives of federal or state law.
- 3. Failure to follow agreement requirements or special conditions.
- 4. Proposal or implementation of substantial plan changes to the extent that, if originally submitted, the application would not have been approved for funding.
- 5. Failure to submit required reports.
- 6. Filing of a false certification on the application or other report or document.
- 7. Failure to adequately manage, monitor or direct the activities of its subrecipients that are funded under this agreement.

Before taking action, the County will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

The County reserves the right to recommend to the federal government that the Subrecipient be suspended or debarred in the case of sustained significant noncompliance by the Subrecipient with the award provisions.

ARTICLE IX- PERSONNEL

<u>Section 1</u> - The Subrecipient will provide the required services and will not subaward or assign the services without the County's written approval.

<u>Section 2</u> - The Subrecipient will not hire any County employee for any of the required services without the County's written approval.

<u>Section 3</u> - The parties agree that all work done under this agreement shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore entity or offshore business interest either owned or affiliated with the Subrecipient. For

| Contract | # | | | | | |
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purposes of this agreement, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE X-INDEPENDENT CONTRACTOR / SUBRECIPIENT

Subrecipient and the County shall, at all times, be deemed to be independent Subrecipient and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Subrecipient shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Subrecipient retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Subrecipient shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Subrecipient shall be solely responsible for payment of all taxes arising out of the Subrecipient's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Subrecipient.

ARTICLE XI - INDEMNIFICATION AGREEMENT

The Subrecipient will protect, defend and indemnify the County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Subrecipient's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this agreement resulting in whole or in part from negligent acts or omissions of Subrecipient, any subcontractor of the Subrecipient, or any employee, agent or representative of the Subrecipient or any subcontractor of the Subrecipient.

ARTICLE XII- INSURANCE REQUIREMENTS

The Subrecipient will maintain at its own expense during the term of this Agreement, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this agreement.

| Contract | # | | | | | |
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3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to The County. Subrecipient shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Subrecipient and their inadequate insurance coverage. Subrecipient shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Subrecipient until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Subrecipient expires or is canceled during the term of the agreement, services and related payments will be suspended. Subrecipient shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this agreement. Certificates shall be addressed to the County c/o Washtenaw County Administration, 220 N. Main St, Ann Arbor, MI, 48104 and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE XIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Subrecipient will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

The Subrecipient agrees to maintain the proper organizational status (such as 501 (c)(3) if needed) to be eligible to receive federal financial assistance under this grant, including proper licensure, registration, etc. Subrecipient agrees to keep itself in the same legal position/mode of organization as when it entered into this agreement.

ARTICLE XIV - INTEREST OF SUBRECIPIENT AND COUNTY

The Subrecipient promises that it has no interest which would conflict with the performance of services required by this agreement. The Subrecipient also promises that, in the performance of this agreement, no officer, agent, employee of the County, or member of its governing bodies, may participate in any decision relating to this agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XV - CONTINGENT FEES

The Subrecipient promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Subrecipient, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than bona fide

| Contract # | |
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employees working solely for the Subrecipient, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this agreement. For breach of this promise, the County may cancel this agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Subrecipient.

ARTICLE XVI - EQUAL EMPLOYMENT OPPORTUNITY

The Subrecipient will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Subrecipient will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Subrecipient agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Subrecipient, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service agreement with the County to pay their employees under that agreement, a minimum of either \$15.90 per hour with benefits or \$17.73 per hour without benefits. Subrecipient agrees to comply with this Ordinance in paying its employees. The Subrecipient understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 29, 2024, and annually thereafter which amount shall be automatically incorporated into this agreement. County agrees to give the Subrecipient thirty (30) days written notice of such change. The Subrecipient agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XVIII - ASSIGNS AND SUCCESSORS

This agreement is binding on the County and the Subrecipient, their successors and assigns. Neither the County nor the Subrecipient will assign or transfer its interest in this agreement without the written consent of the other.

ARTICLE XIX - TERMINATION OF AGREEMENT

Termination without cause. Either party may terminate the agreement by giving thirty (30) days written notice to the other party. Upon any such termination, the Subrecipient agrees to return to the County any funds not authorized for use, and the County shall have no further obligation to reimburse the Subrecipient. Upon termination of the agreement, the Subrecipient shall submit documentation, in a format specified by the County, to formally end its participation in the agreement.

ARTICLE XX - EQUAL ACCESS

The Subrecipient shall provide the services set forth in the Scope of Service section of this agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XXI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this agreement will be freely available to the public. None may be copyrighted by the Subrecipient. During the performance of the services, the Subrecipient will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this agreement by the Subrecipient must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XXII - PAYROLL TAXES

The Subrecipient is responsible for all applicable state and federal social security benefits and unemployment taxes for its employees and agrees to indemnify and protect the County against such liability.

ARTICLE XXIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XXIV - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Subrecipient, will be incorporated into this agreement by written amendments signed by both parties.

Unilateral modification of the agreement may take place by the County if the underlying programmatic legislation or regulations are changed by the federal government. If this unilateral modification is objectionable to the Subrecipient, it may withdraw from receiving further federal financial assistance under this agreement by giving (thirty) 30 days written notice to the County.

The Subrecipient agrees to inform the County in writing concerning any proposed changes of dates, budget, or services indicated in this agreement, as well as changes of address or personnel affecting this agreement. Changes in dates, budget, or services are subject to prior written approval of the County.

ARTICLE XXV - CHOICE OF LAW AND FORUM

This agreement is to be interpreted by the laws of the State of Michigan. The parties agree that the proper forum for any disputes or litigation arising out of this agreement is in Washtenaw County, Michigan.

ARTICLE XXVI - EXTENT OF AGREEMENT

This written agreement, including any attachments thereto, represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

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ARTICLE XXVII – PRIVITY / THIRD PARTIES

This agreement is solely between the County and Subrecipient. No other parties are part of this agreement. This agreement is not intended to make any person or entity, not a party to this agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

ARTICLE XXVIII - SEVERABILITY

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement, which shall remain in full force and effect.

ARTICLE XXIX - NOTICES

Communication notices for this agreement may be delivered via electronic mail, U.S. mail, hand delivery, or fax.

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the organization he or she represents. By signing this agreement, the County and the Subrecipient agree to comply with all of the requirements specified in this agreement.

| ATTESTED TO: | WASHTENAW COUNTY (Pass- | Through Entity) |
|---|---|-----------------|
| By: Lawrence Kestenbaum (DATE) County Clerk/Register | By: Gregory Dill County Administrator | (DATE) |
| APPROVED AS TO CONTENT: | DEXTER SENIOR SERVICE: | |
| By: Alize Asberry Payne (DATE) Director, Racial Equity Office | BY: James Carson President | (DATE) |
| APPROVED AS TO FORM: | | |
| By: Michelle K. Billard (DATE) Office of Corporation Counsel | | |

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OMB Approval No. 0348-0040

STANDARD ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits

- discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

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- which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

| Signature Representa | | Subrecipient's | Authorized | Title of Subrecipient's Authorized Representative |
|-------------------------|------|--------------------|------------|---|
| Name of Su | brec | ipient Organizatio | on | Date Submitted |

- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget.
- Will comply with all applicable requirements of all other Federal laws, executive orders regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when Washtenaw County determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions:
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110—

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 —

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;

| Chec identi | [] if there are workplaces on file that are ied here. |
|--|--|
| | G-FREE WORKPLACE NTEES WHO ARE INDIVIDUALS) |
| and in | quired by the Drug-Free Workplace Act of 19 nplemented at 34 CFR Part 85, Subpart F, es, as defined at 34 CFR Part 85, Secti 5 and 85.610- |
| enga dispe | a condition of the grant, I certify that I will be in the unlawful manufacture, distribut nsing, possession, or use of a contro ance in conducting any activity with the grant; |
| a viol activit calen Admit Ann | convicted of a criminal drug offense resulting fation occurring during the conduct of any g y, I will report the conviction, in writing, within dar days of the conviction, to: Washtenaw Con histrator's Office, 220 N. Main, P.O. Box 86 Arbor, MI 48107-8645. Notice shall include ication number(s) of each affected grant. |
| I here | e duly authorized representative of the applic by certify that the applicant will comply with certifications. |
| Name | of Subrecipient Organization |
| | d Name and Title of Subrecipient's Authori sentative |
| Signa | ture of Subrecipient's Authorized Representa |

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(3) Any available drug counseling, rehabilitation, and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Washtenaw County Administrator's Office, 220 N. Main, P.O. Box 8645, Ann Arbor, MI 48107-8645. Notice shall include the identification

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of

B. The grantee may insert in the space provided below the site(s) for the performance of work done in

Place of Performance (Street address. city, county,

enforcement, or other appropriate agency;

paragraphs (a), (b), (c), (d), (e), and (f).

connection with the specific grant:

state, zip code)

(1) Abide by the terms of the statement; and

employee assistance programs; and

the grant, the employee will:

number(s) of each affected grant;

convicted:

workplace;

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Subrecipient Audit Certification

Federal Audit Requirements - Fiscal Years Beginning After December 26, 2014

Non-federal organizations which expend \$750,000 or more in federal funds during their fiscal year are required to have a Single Audit performed in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, 230) issued December 26, 2013 by the Executive Office of the President, Office of Management and Budget. Subrecipients must submit their audit report to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report, or within 9 months after the end of the audit period for each year the Subrecipient meets the \$750,000 federal expenditure threshold.

| Program: | | | CFDA | Number: | 21.027 | |
|-----------|--|---|---|--|--|--|
| Sub | recipient Informatio | n: | | | | |
| Or | ganization Name: | | | | | |
| Str | reet Address: | | | | | |
| Cit | y, State, Zip Code: | | | | | |
| Inc | dependent Audit Firm: | | | | | |
| Се | ertification for Fiscal Ye | ar Ending (mm/dd/yy | yy): | | | |
| <u>(C</u> | neck appropriate box | <u><)</u> : | | | | |
| | I certify that the Subreci funds during at least one not be required to have a Principles, and Audit Re 215, 220, 225, 230) issi Management and Budge | fiscal year that funds ar Single Audit performed quirements for Federal ued December 26, 201 | e received for the ab under the Uniform A Awards (2 CFR Cha 3 by the Executive | ove listed p dministrativ pter I, and | rogram and thus it will re Requirements, Cost Chapter II, Parts 200, | |
| | Icertify that the Subrecip during at least one fisca required to have a Sing Principles, and Audit Re 215, 220, 225, 230) issue Management and Budge | year that funds are red gle Audit performed un quirements for Federal ed December 26, 2013 b | eived for the above der the Uniform Ac Awards (2 CFR Cha | listed progr Iministrative pter I, and | am and thus it will be Requirements, Cost Chapter II, Parts 200, | |
| | Signature of Subrecipien | t's Authorized Represer | tative | Date | | |
| | For Washtenaw County | Jse Only | | | | |
| | Reviewed By: | | _ | Date: | | |

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ATTACHMENT A

Quarterly Data Reporting Requirements:

There is required quarterly reporting with this subrecipient agreement. All awardees are required to provide the following information by no later than the 15th of the month following the end of a quarter. Due dates are April 15, July 15, October 15, and January 15 for all years the agreement is active.

Standard Data Elements for All Projects:

1. Project expenditure category group and category.

This information will be included in the agreement for clear identification of award.

2. Project name.

This information will be included in the agreement, taken from the application

- 3. Status of completion. Provided by subrecipient.
 - a. Not Started
 - b. Completed less than 50%
 - c. Completed more than 50%
 - d. Completed
- 4. Adopted budget approved award amount
- 6. Total expenditure actual expense through the end of the quarter being reported.

There is additional programmatic data that is required based on the expenditure category (EC) that your project is classified in as provided by the U.S. Treasury. Below is the data that will be required to be provided in each quarterly report.

Senior Service project categories included in required reporting:

- Behavioral Health Services (EC 1.12 1.13)
- Household Assistance: Food Programs (EC 2.1)
- Household Assistance: Rent, Mortgage, Utility Aid (EC 2.2)
- Household Assistance: Health Insurance (EC 2.6)
- Long-term Housing Security: Affordable Housing, Services for Unhoused Persons (EC 2.15-16)
- Housing Support for Disproportionately Impacted Communities: (EC 2.17)
- Housing Support: Other Housing Assistance (EC 2.18)
- Assistance to Impacted Nonprofit Organizations (EC 2.34)
- Economic Impact Assistance: Other (EC 2.37)

Programmatic Data:

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how a recipient's approach is reasonable and proportional to a public health or negative economic impact of COVID-19 as described in the final rule.

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- For Direct Assistance to Households, expense category 2.1 2.8 report
 - Number of households served (by program if recipient establishes multiple separate household assistance programs)
- Addressing Housing and Homelessness, expense categories 2.15 2.18 and Assistance to Households expense category 2.2 only report:
 - Number of households receiving eviction prevention services, including legal representation
 - Number of affordable housing units preserved or developed

Use of Evidence:

- The dollar amount of the total project spending that is allocated towards evidence-based interventions.
- Is a program evaluation of the project is being conducted? Yes or No

<u>Project Demographic Distribution (EC 1.1 – 2.37):</u>

Recipients must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Recipients will be asked to respond to the following:

- a. What Impacted and/or Disproportionally Impacted population does this project primarily serve? Please identify the population primarily served.
- b. If this project primarily serves more than one Impacted and/or Disproportionately Impacted population, please select up to two additional populations served.

Please select from the following options:

| | Impacted | Disproportionately Impacted |
|--------------------------|--|--|
| | | |
| Assistance to Households | Low- or-moderate income households or populations 12 Households that experienced Unemployment Households that experienced increased food or housing insecurity Households that qualify for certain federal programs 13 For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time Other households or populations that experienced a negative | Low-income households and Populations 14 Households and populations residing in Qualified Census Tracts Households that qualify for certain federal programs 15 Households receiving services provided by Tribal governments Households residing in the U.S. territories or receiving services from these governments For services to address educational disparities, Title I eligible schools 16 Other households or |
| | economic impact of the pandemic other than those | populations that experienced a disproportionate negative |

| | listed above (please specify) | economic impact of the pandemic other than those listed above (please specify) |
|------------------------------|--|--|
| Assistance to Non-Profits | Non-profits that experienced a negative economic impact of the pandemic (please specify) Classes of non-profits designated as negatively economically impacted by the pandemic (please specify) | Non-profits operating in Qualified Census Tracts Non-profits operated by Tribal governments or on Tribal lands Non-profits operating in the U.S. territories Other non-profits disproportionately impacted by the pandemic (please specify) |

12 Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median area median income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

13 For Impacted households, these programs are Children's Health Insurance Program ("CHIP"); Childcare Subsidies through the Child Care and Development Fund ("CCDF") Program; Medicaid; National Housing Trust Fund ("HTF"), for affordable housing programs only; Home Investment Partnerships Program ("HOME"), for affordable housing programs only.

14 Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by HHS or (ii) income at or below 40 percent of Area Median Income for its county and size of household based on the most recently published data by HUD.

15 For Disproportionately Impacted households, these programs are Temporary Assistance for Needy Families ("TANF"), Supplemental Nutrition Assistance Program ("SNAP"), Free- and Reduced-Price Lunch ("NSLP") and/or School Breakfast ("SBP") programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income ("SSI"), Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children ("WIC"), Section 8 Vouchers, Low-Income Home Energy Assistance Program ("LIHEAP"), and Pell Grants.

16 For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. "Title I eligible schools" means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.

| Contract # | | | | |
|------------|--|--|--|--|
| | | | | |

ATTACHMENT B – Approved Budget

- 1. Approved Budget (see last page).
- 2. Use of Funds

The Subrecipient agrees to only incur costs under this agreement which are eligible under the Cost Principles detailed in Section 200.400-475 of the Uniform Guidance.

3. Revision of Budget and Program Plans (2 CFR 200.308)

Any revisions to the budget or proposed use of funds from those outlined in this scope of work or the original proposal must receive prior approval in writing from the County.

| Contract # | |
|------------|--|
| | |

Community Priority Fund Attachment B: Approved Budget

ORGANIZATION: Dexter Senior Center CONTACT: Ann Davis

Approved Budget

| | | А | mount | | |
|---|------|-----------|-----------|-------------------|--|
| Category | 2022 | 2023 | 2024 | Total | Description |
| Payroll & fringe | | | | | |
| (wages, FICA & benefits) | | | | \$0 | |
| Occupancy (rent) | 9 | | | \$0 | |
| Furniture & Equipment | | \$20,000 | \$30,000 | \$50,000 | tables, chairs,SNP office furniture, coffee maker, kitchen appliances, small |
| Computer equipment & phones | | | | \$0 | |
| Travel and/or transportation | | | | \$0 | |
| Office expenses (phone, stamps, postage, supplies) | | | | \$0 | |
| Information Technology (internet, Zoom, software) | | | | \$0 | |
| Printing & marketing | | | | \$0 | |
| Professional development | | | | \$0 | |
| Professional services* | | | | | move design, planning and execution as |
| (grant writer, evaluation consultation) | | \$20,000 | \$30,000 | \$50,000 | well as review/revision of policies and |
| Other (specify): | | | | | |
| | | | | \$0 | |
| Indirect Costs: | | File room | orac e la | Same a distributi | |
| Utilities | | | | \$0 | |
| Maintenance | | | | \$0 | |
| Insurance | | | | \$0 | |
| Accounting | | | | \$0 | , |
| Subtotals: | \$0 | \$40,000 | \$60,000 | 150 | |
| Total: | | | | \$100,000 | • |

Total: *It may also be part of indirect costs

> Amount Requested: \$100,000

Item no. 2 (of 17)

Community Priority Fund Attachment B: Approved Budget

ORGANIZATION: Dexter Senior Center CONTACT: xxxxxxxx xxxxxxxxxxxxx

Approved Budget

| | | Am | ount | | |
|--|------|-------------|------|-------------|-------------|
| Category | 2022 | 2023 | 2024 | Total | Description |
| Payroll & fringe | | | | | |
| (wages, FICA & benefits) | | | | \$0 | |
| Occupancy (rent) | | | | \$0 | |
| Furniture & Equipment | | | | \$0 | |
| Computer equipment & phones | | | | \$0 | |
| Travel and/or transportation | 8 | | | \$0 | |
| Office expenses (phone, stamps, postage, supplies) | | | | \$0 | |
| Information Technology (internet, Zoom, software) | | | | \$0 | |
| Printing & marketing | | | | \$0 | |
| Professional development | | | | \$0 | |
| Professional services* (grant writer, evaluation consultation) | | | | \$0 | |
| Other (specify): | | | | | |
| Land acquisition and Construction | | \$1,500,000 | | \$1,500,000 | |
| Indirect Costs: | | | | | |
| Utilities | | | | \$0 | |
| Maintenance | | | | \$0 | |
| Insurance | | | | \$0 | |
| Accounting | | | | \$0 | |
| Subtotals: | \$0 | \$1,500,000 | \$0 | | |

\$1,500,000

| 111 | maya | 1 | 1 | _£ ! | 1: | |
|-----|------|---|---|----------|----|------|
| | | | | | | |

Item no. 2 (of 17) Amount Requested: \$1,500,000

Total:



COUNTY ADMINISTRATOR

220 NORTH MAIN STREET, P.O. BOX 8645 ANN ARBOR, MICHIGAN 48107-8645

04/16/2024 55540.1

Dexter Senior Center 7720 Ann Arbor St Dexter, MI, 48130

Dear Mr. Carson,

Washtenaw County wishes to amend our contract with your agency. Corporation Counsel has indicated that this amendment could be accomplished by a letter signed by both of us. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

Accordingly, I hereby amend the Service Contract between Washtenaw County and Dexter Senior Center dated October 23, 2023, as follows:

Amend ARTICLE II- SCOPE OF SERVICES to read:

"The Dexter Senior Center will be utilizing the funds they received as shown—

- The \$654,812 grant received will establish the Meals on Wheels and Senior Café
 programs at the new location to be able to continue to serve Dexter Area older
 adults. The new space for the Senior Nutrition Programs and space for programmatic
 operation as part of the Dexter Senior Center.
- The \$100,000 grant received will focus on food assistance for the Dexter area.
 Establishing the Meals on Wheels and Senior Café programs at the new location, while having a well-furnished and equipped Senior Nutrition Program for the Dexter Area older adults.

All other terms and conditions remain the same as in the original contract, subsequent amendments and any applicable RFP/RFQ

| A | Т | П | F | C. | т | • |
|---------------|---|---|---|----|---|---|
| $\overline{}$ | • | • | _ | U | • | • |

WASHTENAW COUNTY:

Duny Dil 05/08/2024

05/08/2024

Lawrence Kestenbaum County Clerk/Register

(DATE)

Gregory Dill County Administrator (DATE)

DSC:

James Carson

04/22/2024

Jim Carson President

(DATE)

Cc: Purchasing

(734) 222-6850 <u>www.Washtenaw.org</u>

FAX (734) 222-6715



B-L-L

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COUNTY ADMINISTRATION WASHTENAW COUNTY PO BOX 8645 ANN ARBOR, MI 48107-8645 Email: belknapk@washtenaw.org

Purchase Order

Fiscal Year 2024

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order #

20240180

Page: 1 of: 1

CONDITIONS: Your acceptance of this order is with the distinct understanding that you agree to all of the TERMS AND CONDITIONS set forth on the last page of this order.

Deliveries accepted 8:30 AM to 4:00 PM ONLY TAX EXEMPT # 38-6004894

VEN 77DOR

DEXTER SENIOR CITIZENS 7720 ANN ARBOR ST DEXTER, MI 48130-1335

Email: ANNA.PEKRUL@DEXTERSENIORS.ORG

ADMINISTRATION WASHTENAW COUNTY 220 N MAIN ANN ARBOR, MI 48104-1413

Email: belknapk@washtenaw.org

| Vend | dor Phone | Number | Cont | ract Number | | | Department Contact | | | | |
|--------|---|---|------------------------------|---|-------------|--|--|------|--------------|----------------|--|
| | | | | 55540 | | | | | | | |
| Date 0 | Ordered | Vendor Nu | ımber | Date Required | d | Freight Method/Te | Freight Method/Terms Department/Location | | | | |
| 02/01 | 1/2024 | 50816 | 3 | | | | | | ADMINISTR | ATION | |
| Item# | | | De | scription/PartN | No | | QTY | UOM | Unit Price | Extended Price | |
| | SCOPE | OF SERVIO | CES & | /2023-12/31/2 TERMS PER (PROVIDED U | COI | NTRACT 55540 & ER SEPARATE | | | | | |
| | ***** SPECIFICATIONS & PRICING PER RFP #8485. Rates described in the contract reflect those that were approved from the RFP. It is mandatory that these rates/pricing be reflected on al proposals & invoices! ****** | | | | | | | | | | |
| | | PURCHASE ORDER TERMS AND CONDITIONS ARE LISTED ON THE LAST PAGE | | | | | | | | | |
| 1 | New spa operatio Wheels | ace for the S n of Dexter and Senior | Senior I Senior Cafe p | Nutrition Progr Center. Estab rograms | am olish | and programmatic ment of the Meals on | 1.0 | EACH | \$754,812.00 | \$754,812.00 | |

0

By: Bethann Duffy
Purchasing Manager

Total Ext. Price PO Total

\$754,812.00 **\$754,812.00**

TERMS AND CONDITIONS

- Supplier's acceptance and/or commencement of performance required by this Purchase Order shall constitute a binding contract between Supplier and Washtenaw County pursuant to the terms of this Purchase Order.
- 2. Order number must be shown on all packaging slips and invoices, and on all packages, crates and other containers.
- 3. We reserve the right to cancel all or any portion of this order if not filled as specified.
- 4. We reserve the right to accept or reject any over-shipment on this order.
- 5. Purchase order is subject to correction of typographical errors.
- Any proposed amendments or changes to this purchase order must be in writing and submitted to (or generated by) WASHTENAW COUNTY PURCHASING DIVISION.
- The acceptance of this does not in any way make Washtenaw County a party to any infringement or damage suits. Such suits shall be borne by the Supplier.
- 8. Washtenaw County is exempt from Federal Excise and Michigan Sales Taxes 38-6004894.
- 9. Payment term shall be FOB Destination Net 30 days unless otherwise specified on the front of the Purchase Order.
- 10. Non-Discrimination Clause. In the performance of any contract or Purchase Order resulting herefrom, the supplier agrees not to discriminate against any employee with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, creed, sex, religion, national origin, ancestry, age, marital status, veteran status, sexual preference, physical handicap, height, weight, or political belief.
- 11. Federal and State OSHA Regulations require that vendor provide Safety Data Sheets (SDS) for all products supplied on this purchase order containing hazardous or toxic components.



DEXTER COMMUNITY SCHOOLS

Christopher Timmis, Ed.D., Superintendent Bates School, 2704 Baker Road, Dexter, Michigan 48130 (734) 424-4100 fax (734) 424-4111 ww.dexterschools.org

March 5, 2024

BST Investments, LLC Attn: Steve Brouwer 2830 Baker Road Dexter, Michigan 48130

Re: Letter of Intent ("LOI") to Purchase

Dexter Town Center Condominium Unit 2 ("Property")

Steve:

Dexter Community Schools ("Buyer") offers to purchase the Property from BST Investments, LLC ("Seller") on the following terms and conditions:

- 1. Purchase Price: A maximum not to exceed of \$3,136,500 for the purchase of the Property after Substantial Completion (defined below) of a Senior Center Facility on the Property ("Senior Center") payable by wire transfer or other immediately available funds at the closing. Substantial completion shall be: (1) when the Senior Center has received a temporary certificate of occupancy and the Senior Center is sufficiently complete in accordance with the agreed upon plans and specifications so that the Buyer can begin to use the Senior Center for its intended use while the final punch list items (minor fixes or modifications that must be completed so that the Senior Center's agreed upon specifications are considered finished and the Buyer can occupy the building for its intended use) are completed; (2) Seller's architect or engineer certifies to Buyer that the Senior Center's construction is substantially complete in accordance with the agreed upon and approve plans and specifications; and (3) three (3) days after Buyer is in receipt of the architect's certification, Buyer and Seller conduct a joint inspection of the Senior Center and jointly confirmed that construction is complete subject only to punch list items. The holdback shall be 200% of the Seller's Architect's certified estimated cost to complete the punch list items and work necessary to obtain the final certificate of occupancy and any outstanding amounts due to contractors.
- 2. Earnest Money. None.
- 3. Opening of Escrow. Seller and Buyer shall work cooperatively and endeavor to open escrow with a definitive Purchase and Sale Agreement (the "Agreement") containing these and other terms customary for a transaction of this nature and complexity (including requisite third-party consents, estoppels, corporate formalities and legal opinions) within 21 days following execution of this Letter of Intent.

- 4. <u>Anticipated Closing Date</u>. The closing date shall be ten (10) days after Substantial Completion.
- 5. <u>Inspection Period</u>. Buyer shall have 60 days from the date the Purchase Agreement is executed to conduct and complete Buyer's comprehensive due diligence and review of the Property (the "*Inspection Period*"). The completion of the due diligence and feasibility review will be conducted by Buyer at Buyer's cost and to Buyer's satisfaction, and the decision by Buyer at the end of the Inspection Period to move forward with this transaction or not, will be exercised in the sole and absolute discretion of Buyer. If Buyer elects not to move forward with the transaction, Buyer may terminate the LOI and, if applicable, the Agreement.
- 6. Property Information. Seller, through the Dexter Town Center Condominium, has provided Buyer with the initial tranche of due diligence materials and shall continue to provide Buyer with all information about the Property in the possession and reasonable control of Seller (and Seller's consultants) to Buyer. Buyer is in possession of Phase I Environmental Site Assessment (2006), Phase II Environmental Site Assessment (2006), and the Baseline Environmental Assessment (2007) prepared by AKT Peerless Environmental Services ("AKT Peerless"). Any original documentation provided to Buyer shall be returned to Seller should negotiations not result in a signed Agreement. In the event that Buyer does not close, Buyer will supply any other due diligence materials obtained by Buyer, to Seller.
- 7. <u>Inspections</u>. Buyer shall have the right to perform any usual and customary property inspection at Buyer's sole cost and expense. The parties have entered into a Temporary Access Agreement governing the process and access rights for Buyer to conduct its inspections.
- 8. Environmental. Buyer will have the right to complete a Phase I Environmental Site Assessment and any additional environmental testing during the Inspection Period. Buyer, to expedite the process, engaged AKT Peerless to perform its environmental analysis and testing. The parties agree that the Inspection Period shall be extended to provide Buyer sufficient time to complete environmental due diligence, provided Buyer timely ordered the necessary testing and has not caused undue delays in AKT Peerless completing the necessary environmental inspections and reports. Seller shall provide Buyer at least sixty (60) days advance notice of the anticipated substantial completion date so that Buyer has the opportunity to update its environmental reports.
- 9. <u>Title and Survey</u>. Within ten (10) days after the execution this LOI by all parties, Buyer shall order, from First American Title (Marcia Lawless), at Seller's expense a commitment for title insurance for the Property without standard exceptions; provided however, that Buyer shall be responsible for the cost of a new or updated ALTA/NSPS Survey required to remove the standard survey exception. Buyer will have the right, at Buyer's cost, to order a new or updated ALTA/NSPS Survey that is acceptable to Buyer during the Inspection Period. Buyer has contracted PEA Group, who performed the original engineering and surveying, to assist with this transaction as well.

- 10. <u>Title Insurance and Escrow Prorations</u>. Customary prorations (real estate taxes, assessments, and the like) shall be prorated between Buyer and Seller at closing and, at Seller's cost, Buyer shall be provided a policy of owner's title insurance. Title shall be conveyed to Buyer free and clear of all liens and encumbrances, save and except those approved by Buyer during the Inspection Period.
- 11. <u>Purchase and Sale Agreement</u>. In the event that this LOI is acceptable to Seller, Buyer and Seller will negotiate a definitive purchase and sale agreement for the conveyance of the Property. Buyer shall prepare the initial draft of the purchase and sale agreement.
- 12. <u>Temporary Access Agreement</u>. The parties shall enter into a Temporary Access Agreement prior to executing the Agreement.
- 13. <u>Seller Obligations</u>: Seller's obligations, as will be more fully set forth in the Agreement, shall include the following:
 - a. Cause Seller's architect to prepare and then submit for and receive approval from Buyer all architectural elevations, plans, specification, and costs estimates for the Senior Center development consistent with Buyer's requirements for such development; provided, however, that the Senior Center development for purposes of this subparagraph shall not include documents and approvals related to the termination of Dexter Town Center Condominium, which are Buyer's responsibility pursuant to Paragraph 14 below;
 - b. Submit and support all applications for building permits, inspections, and plan reviews and pay all related fees in connection therewith, except for any such applications and fees that are related to the termination of Dexter Town Center Condominium, which are Buyer's responsibility to prepare and pay pursuant to Paragraph 14 below;
 - c. Assemble a highly qualified professional team including but not limited to a general contractor A. R. Brouwer Co LLC, architect Wah Yee Associates, and engineer PEA, and timely develop and construct the Senior Center in accordance with the plans and specifications approved by Buyer; provided, however, that development and construction of the Senior Center for purposes of this subparagraph shall not include actions related to the termination of Dexter Town Center Condominium, which are Buyer's responsibility pursuant to Paragraph 14 below;
 - d. Monitor the course of construction in partnership with the Buyer, including any process or change order requests;
 - e. Reasonably assist Buyer in obtaining the approval needed to terminate the Dexter Town Center Condominium and reasonable documents necessary to accomplish same; and
 - f. Keep Buyer informed about any matters that could impact timing of the Senior Center and the costs elements.

- 14. **Buyer Obligations**. Buyer's obligations shall include, but are not limited to, the following:
 - a. Review and approve submittals relative to the design, cost estimates, and plans and specifications for the Senior Center;
 - b. Review, approve, and provide assistance and guidance where necessary prior to the filing of any plan, lot split, and other governmental approval in connection with the Senior Center's development;
 - c. Pursue all approvals needed to terminate the Dexter Town Center Condominium:
 - d. Prepare all documents necessary to terminate the Dexter Town Center Condominium (including surveys, legal descriptions, and easements), all of which shall be subject to approval by Seller; and
 - e. Provide proof of sufficient funds to purchase the Property at closing.
- 15. Conditions Precedent. In addition to the foregoing, the following conditions precedent ("Conditions Precedent") to closing shall be including in the Agreement and satisfied prior the closing date; provided, however, that Buyer shall have notified Seller that the conditions set forth in sections a, c, e, f, g, and h are either satisfied or are waived as Conditions Precedent before Seller has any obligation to begin construction of the Senior Center. Unless the Seller is in default, Buyer shall have no ability to terminate the contract for the purchase of the Property/construction of the Senior Center once Seller begins construction of the Senior Center on the Property pursuant to Buyer's notification of the satisfaction or waiver of the conditions set forth in sections a, c, e, f, g, and h.
 - a. Documents necessary for the dissolution of the Dexter Town Center Condominium, subsequent transfers of all tenant-in-common interests to Buyer, and any and all easement and access agreements so that Units 1 and 2 are combined and Unit 3 is a stand-alone parcel are held in escrow with the Title Company.
 - b. Receipt of a Temporary Certificate of Occupancy for the Senior Center as developed in accordance with the plans and specifications approved by Buyer;
 - c. Complete environmental inspections and reports regarding the Property satisfactory to Buyer;
 - d. Fee simple title to the Property free and clear of all mortgages, liens, or other encumbrances except those accepted or deemed accepted by Buyer;
 - e. Buyer shall be in possession of all surveys and engineering reports to support the dissolution of the Dexter Town Center Condominium and subsequent lot split;
 - f. Buyer shall have closed on the Purchase and Sale Agreement for the acquisition of Unit 1 of the Dexter Town Center Condominium;

- g. Final Lease held in escrow between Buyer and Dexter Senior Center, Inc., a Michigan nonprofit corporation; and
- h. Both parties to have received necessary internal approvals.

<u>BINDING PROVISIONS</u>. The following provisions are considered binding and survive the termination of the LOI.

- 16. <u>Commissions</u>. Seller and Buyer each represent that no brokers have been involved in the transaction and shall mutually indemnify each other of any alleged brokerage commission claim.
- 17. Non-Solicitation. Following mutual execution of this LOI, Seller agrees that until the closing date or the Buyer indicates in writing that it is declining to continue forward with acquiring the Property, Seller shall withdraw the Property from sale to the public and shall neither solicit nor negotiate any other offers regarding the Property, provided that Buyer is negotiating in good faith toward the execution of the Purchase Agreement as specified herein.

Except as otherwise stated, this LOI is not intended as, and does not constitute, a binding agreement, but is merely intended to specify the proposed terms and conditions of the transaction contemplated herein. Neither party may claim any legal right against the other party by reason of signing this Proposal or by taking any action in reliance thereon. Each party hereto fully understands that no party shall have any legal obligations to the other, or with respect to the proposed transaction, unless or until all of the terms and conditions of the proposed transaction have been negotiated, agreed to by all parties and set forth in the purchase contract which has been signed and delivered to both parties.

Sincerely,

DEXTER COMMUNITY SCHOOLS

By: // Loby fin Name: Christopher Timmis, Ed.D.

Its: Superintendent

AGREED AND ACCEPTED BY:

BST Investments, LLC, a Michigan limited liability company

By: Steve Brouwer

Name: Steve Brouwer

Its: Member

LEASE AGREEMENT

This LEASE AGREEMENT, effective April 24, 2024, is between DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district whose address is 2704 Baker Rd., Dexter, Michigan 48130 (the "Landlord") and Dexter Senior Citizens, Inc., a Michigan Non-Profit Corporation, whose address is 7720 Ann Arbor St., Dexter, Michigan 48130 (the "Tenant").

- 1. **PREMISES**. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms of this Lease Agreement, approximately 2,172 square feet of space that is depicted in the drawing attached as Exhibit A and identified as Unit 1 of the Dexter Town Center Condominium (the "Leased Premises") located in the building located at 2810 Baker Rd, Dexter, Michigan (the "Building") and use the grounds, parking lots and driveways and other exterior common areas servicing the Building (the "Common Areas"). Common Areas do not include any area which a paid membership to the Dexter Wellness Center is required.
- 2. <u>TERM.</u> The initial term of this Lease (the "Term") will be for the period beginning on April ___, 2024 and ending on or before the earlier of September 30, 2025 or 120 days after the Landlord takes possession of the new Dexter Senior Center facility.
- 3. **RENT.** The Tenant shall pay to the Landlord the sum of One (\$1.00) Dollar (the "Base Rent") payable in advance, during the term of this lease.

4. <u>USE</u>,

- (a) During the term of this Lease, the Building is being operated under a Management Agreement between the Landlord and the Chelsea Health and Wellness Foundation (dba 5 Health Towns Foundation) as shown as Exhibit B. Tenant shall comply with and observe all rules and regulations established by the operator and the Facility.
- (b) During the term of this Lease, Tenant shall comply with and observe all rules and regulations as provided for in the Letter of Intent (LOI) for Collaboration between 5 Health Towns Foundation and Dexter Senior Center as shown as Exhibit C.
- (c) During the Term of this Lease, the Tenant shall have the exclusive right to occupy and use the Leased Premises and the non-exclusive right in common with all other tenants of the Building to use the Common Areas. The Leased Premises shall be used by the Tenant to develop, administer and conduct programs and services which enable Tenant's members to remain an active and integral part of the community and to empower them to retain their independence, dignity, and sense of well-being and shall not be used by the Tenant or any other party for any other purposes unless with the prior written consent of the Landlord. The Tenant and the persons authorized by the Tenant to use the Leased Premises (the "Facilities Users") will have access to the Leased Premises at all times that the facility is opened for use by Facilities Users (at any time of the day on any day of the year).

- (d) The Tenant shall use, occupy and keep the Leased Premises in a sanitary and safe condition in accordance with the laws of the State of Michigan and with all rules and regulations of the governmental agencies having jurisdiction, at the sole cost and expense of the Tenant.
- (e) <u>Signage</u>. Tenant may have exterior signage on the Building and on the grounds constituting the Common Areas and signs in the interior of the Building in the sizes, at the locations and in the formats that comply with all applicable statutes and ordinances and that are approved in writing by Landlord in the Landlord's discretion. All signs shall be purchased and installed at the Tenant's expense. Upon termination of this Lease, the Tenant shall remove those signs and make all repairs required as a result of the initial installation and the later removal of those signs.

5. <u>CONDITION OF LEASED PREMISES/IMPROVEMENTS</u>

- (a) <u>Present Condition.</u> The Tenant has inspected the Leased Premises, the Tenant accepts the Leased Premises in its "as is, where is" condition as of the date of this Lease without any representations and warranties from the Landlord.
 - (b) <u>Landlord's Improvements.</u> None.
- Tenant Improvements. The Tenant may, at Tenant's expense, request Landlord (c) make modifications or improvements to the Leased Premises at Tenant's expense (the "Tenant Improvements") after notice to and with the Landlord's prior written consent. Tenant Improvements shall be exclusively to the interior of the Leased Premises, do not affect the structure of the Building or the outer walls or roof of the Building and are of a quality and nature that is equivalent to and compatible with the existing interior improvements to the Building, and Tenant secures any necessary permits to perform such work. Tenant shall provide plans and specifications for proposed Tenant Improvements. Unless otherwise agreed in writing by the Landlord and the Tenant, all such Tenant Improvements shall, upon installation, immediately become the property of the Landlord and, upon termination of this Lease, shall remain upon and be surrendered with the Leased Premises; provided, however, that the Landlord, in its consent to the Tenant Improvements, may require that the Tenant at the termination of this Lease shall promptly remove some or all of such Tenant Improvements and repair any and all damage to the Leased Premises caused by such removal. The Landlord shall cooperate with Tenant in securing building and other permits or authorizations required. Tenant shall be responsible for obtaining all required permits and for complying with all building codes and other legal requirements applicable to the Tenant Improvements. The Tenant shall pay when due all costs for all labor and materials utilized in installing such Tenant Improvements. The Tenant shall, at all times, keep the Leased Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred, by or on behalf of the Tenant. If any mechanic's or other lien is placed on all or any part of the Leased Premises by reason of any work performed for, materials furnished to or obligations incurred by the Tenant, or claimed to have been performed for, furnished to or incurred by the Tenant, and if the Tenant fails to remove such mechanic's lien or other lien of record within ten (10) days after the filing thereof, then the Tenant shall be in default under this Lease, and the Landlord may, but shall not be required or expected to, remove such mechanic's lien or other lien of record by bond, by payment or other means, which cost, together with ten percent (10%) of the amount of such cost to compensate the Landlord for its efforts, shall be due and payable to the Landlord by the Tenant immediately upon demand.

(d) <u>Personal Property.</u> All furniture and trade fixtures and equipment located in the Leased Premises shall remain the property of Tenant and may be removed from Leased Premises by Tenant, at Tenant's election, at any time prior to or upon the expiration of the Lease.

6. TAXES AND ASSESSMENTS.

- (a) <u>Real Property Taxes.</u> The Landlord shall pay all taxes, assessments and other governmental impositions that are assessed against and become due and payable with respect to the Building.
- (b) <u>Personal Property Taxes.</u> The Tenant shall pay all taxes, assessments and other governmental impositions that are assessed against and become due and payable with respect to all personal property owned or leased by the Tenant that is at any time located in the Leased Premises or Building.

7. **INSURANCE.**

- (a) <u>Building Insurance</u>. The Landlord shall secure and maintain insurance against damage to or destruction of the Building and shall be the "loss payee" for such insurance.
- (b) <u>Contents/Tenant Improvements Insurance.</u> The Tenant shall secure and maintain at the Tenant's sole expense insurance against damage to or destruction of any personal property owned or leased by the Tenant that is at any time located in the Leased Premises. Tenant shall be the "loss payee" for such insurance. The Tenant may choose to self-insure its contents/Tenant improvements.
- Liability Insurance. The Tenant shall secure and maintain at the Tenant's sole (c) expense insurance against bodily injury and property damage in the amount of \$2,000,000.00 per occurrence for personal injury, death or property damage, with the Tenant as the "primary insured" and with the Landlord and its operators under the Management Agreement and Sub-Management Agreement as "additional insureds." All such insurance will be equivalent to coverage offered by a commercial comprehensive general liability form, including, without limitation, personal injury, products and completed operations, broad form property damage and contractual liability coverage. Certificates of insurance naming the Landlord and any others specified by the Landlord as "additional insureds," will be delivered to the Landlord prior to the Tenant's occupancy of the Leased Premises and from time to time at least ten (10) days prior to the expiration of the term of each such policy. All commercial general liability or comparable policies maintained by the Tenant will name the Landlord and such other persons or firms as the Landlord specifies from time to time as "additional insureds," entitling them to recover under such policies for any loss sustained by them, their agents and employees, including those losses sustained as a result of the negligent acts or omissions of the Tenant, subject to the terms and conditions stated in those policies. All such policies maintained by the Tenant will provide that they may not be terminated nor may coverage be reduced except, in the case of non-payment of premiums after ten (10) days prior written notice to the Landlord and in all other cases after thirty (30) days prior written notice to the Landlord. All commercial general liability insurance policies maintained by the Tenant will be written as primary policies, not contributing with and not supplemental to the coverage that the Landlord may carry.

the Management Agreement and Sub-Management Agreement, and the employees, agents, family members, invitees and guests of the Landlord and operators, from all liability arising from the loss, damage or injury incurred or suffered by the Tenant as a result of any fire or other casualty to the Building or to the contents of the Building to the extent, but only to the extent, that the Tenant actually recovers the costs of such loss, damage or injury under a policy of insurance that permits a waiver of such liability and waives the insurer's rights of subrogation. All policies of insurance to be secured by the Tenant in this Lease shall contain a waiver of subrogation clause if such waiver can be obtained from the insurance company at no additional cost to the Tenant.

8. <u>REPAIRS AND MAINTENANCE</u>.

- (a) <u>Landlord's Obligations.</u> Except as provided in Section 8(a)(ii) and Section 8(b), during the Term of this Lease:
 - i. the Landlord shall be responsible for and shall pay all expenses relating to (A) all maintenance, repairs and replacements of any nature of all elements of the Building and all sidewalks, parking lots and driveways and Common Areas servicing the Building, (B) all snow removal from the sidewalks, parking lots and driveways in the Common Areas, and (C) planting, irrigation, and maintenance of all lawns and vegetation in the exterior grounds.
 - ii. As an exception, Landlord shall not be responsible for and shall not be liable for any expenses relating to maintenance, repairs and replacements required to any part of the Leased Premises or Building, whether interior or exterior, as a result of the negligent or intentional misconduct of the Tenant, the Tenant's agents, servants and employees or users.

(b) <u>Tenant's Obligations.</u>

- i. The Tenant shall be responsible for and shall pay all expenses relating to all maintenance (but not repairs or replacements except as provided in Sectio 8(b)(iii)) to all interior elements of the Leased Premises (subject to sections 8(a)(i) and 8(a)(ii)) that are located within the outer walls of the Leased Premises.
- ii. The Tenant shall be responsible for and shall pay all expenses relating to all maintenance (but not repairs or replacements except as provided in Sectio 8(b)(iii)) to all other elements exclusively servicing the Leased Premises of the Building (electrical, plumbing, heating, air conditioning, ventilation and fire protection).
- iii. The Tenant shall be responsible for and shall pay all expenses relating to maintenance, repairs and replacements required to any part of the Leased Premises or Building, whether interior or exterior, as a result of the negligent or intentional misconduct of the Tenant, the Tenant's agents, servants and employees or the Facilities Users. All such maintenance, repairs or replacements shall be made with materials of a

quality equal to or better than the existing materials incorporated into the Leased Premises. If the Tenant fails to make any necessary maintenance, repair or replacement as herein provided within thirty (30) days (or such shorter interval as may be reasonably specified by the Landlord), after written notice by the Landlord of the need therefor, the Landlord may, at its option, in addition to all of the remedies otherwise set forth herein, cause such repairs or replacements to be made, which cost, together with ten percent (10%) of the amount of such cost to compensate the Landlord for its efforts, shall be due and payable to the Landlord by the Tenant immediately upon demand.

9. <u>UTILITIES AND SERVICES.</u>

- (a) <u>Common Areas.</u> The Landlord shall be responsible for the payment of all charges for all water, gas, and electrical services servicing the Common Areas.
- (b) <u>Leased Premises.</u> The Tenant shall be responsible for the payment of all charges for all gas, electrical, telephone, internet, and other utilities servicing the Leased Premises. Usage of such services will be measured on separate meters; the service providers will directly invoice the Tenant for the charges for those services; and the Tenant will pay all such charges when due.
- (c) <u>Service Failures.</u> The Landlord shall not be liable in any way for interruption or failure of any utilities services from any cause whatsoever and such interruption or failure shall not be deemed an eviction of the Tenant or relieve the Tenant from any obligations under this Lease unless such interruption or failure of services is due to the negligence or misconduct of the Landlord, its employees or agents.
- 10. <u>INDEMNIFICATION</u>. Tenant shall indemnify and hold Landlord and its operators under the Management Agreement and Sub-Management Agreements harmless from and against any and all claims, demands and damages (including but not limited to any fines, penalties, suits and judgments, including reasonable legal expenses in connection with defending any such action) arising in any way from the occupation or use of the Leased Premises by Tenant, Tenant's employees or other agents or any Facilities Users; the violation by Tenant of any law, ordinance or statute; or Tenant's failure to comply with the terms and conditions of this Lease. This obligation of the Tenant for indemnity shall not, however, extend to any claims, demands and damages (including but not limited to any fines, penalties, suits and judgments; including reasonable legal expenses in connection with defending any such action) based on the acts or omissions of the Landlord or the Landlord's employees or its operators under the Management Agreement and Sub-Management Agreement.

11. <u>ASSIGNMENT/SUBLEASING/ENCUMBRANCES.</u>

(a) <u>Tenant's Rights.</u> The Tenant shall not assign all or any of the Tenant's rights under this Lease or sublet all or any portion of the Leased Premises unless with the prior written consent of the Landlord. The Tenant shall not assign the Tenant's rights under this Lease for collateral purposes or otherwise encumber the Tenant's rights under this Lease or with respect to the Leased Premises unless with the prior written consent of the Landlord.

- (b) <u>Landlord's Rights.</u> The Landlord may assign its rights under this Lease if the assignee acknowledges and agrees to be bound by the terms and conditions of this Lease. The Landlord may assign its rights under this Lease for collateral purposes and may mortgage or otherwise encumber all or any portion of the Leased Premises and will use its best efforts to secure the agreement of the assignee/mortgagee/encumbrancer agrees that it will not disturb the use and occupancy by the Tenant of the Leased Premises so long as the Tenant is not in default under the terms of this Lease. The Tenant agrees to execute any documents that are required by the Landlord or the assignee/mortgagee/encumbrancer to confirm the subordination of the Tenant's rights with respect to the Leased Premises to the rights of such assignee/mortgagee/encumbrancer.
- 12. **DAMAGE OR DESTRUCTION.** If during the Term of this Lease, the Leased Premises are destroyed by fire or other casualty so as to become partially or wholly untenantable, then the following shall apply at Landlord's discretion, Landlord may:
 - (a) elect not to restore the Leased Premises and, in such event, terminate this Lease effective as of the date of such damage or destruction, or
 - (b) elect to restore the Leased Premises to a condition at least equivalent to that existing prior to the occurrence of the damage or destruction.
- Building is taken by or conveyed to any governmental authority by virtue of its power of eminent domain, then, unless otherwise agreed by the Landlord and the Tenant, this Lease shall automatically terminate effective as the date of such taking or conveyance. All damages awarded as a result of such taking or conveyance which are attributable to the ownership of the Building and any Tenant Improvements installed by Tenant shall be the exclusive property of the Landlord. All damages awarded as compensation for any damage to the business of the Tenant, for the diminution in the value of the Tenant's rights under this Lease or for the diminution in the value of any trade fixtures or similar assets of the Tenant shall be the exclusive property of the Tenant.
- 14. **QUIET ENJOYMENT.** Upon payment by the Tenant when due of the Base Rent and upon the observance and performance by the Tenant of all covenants, terms and conditions in this Lease, the Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the Term of this Lease without hindrance or interruption by the Landlord or any other persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.
- 15. <u>ACCESS BY LANDLORD.</u> The Landlord or the Landlord's agents shall have the right to enter the Leased Premises at all reasonable times to examine the same and to show them to prospective purchasers or mortgagees of the Leased Premises and to make such repairs, alterations, improvements or additions as the Landlord may deem necessary or desirable. Except in cases of emergency, such access shall be during normal business hours and following reasonable advance notice.
- 16. <u>NON-WAIVER</u>. Waiver of any one breach of the covenants or conditions of this Lease shall not be construed as a waiver of any subsequent breaches of same or another covenant or condition hereof, and the consent or approval by the Landlord to or of any act by the Tenant

requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant.

17. **DEFAULT**.

- (a) <u>Events of Default.</u> The following shall constitute events of default under this Lease (each an "Event of Default"):
 - i. By Tenant, (A) the failure of the Tenant to pay any installment of the Base Rent or any other amount payable under this Lease within five (5) days after its due date; or (B) the breach by the Tenant of any other covenant or commitment under this Lease and the failure to remedy such breach within twenty (20) days after Landlord's delivery of a written notice identifying such breach and demanding remedial action.
 - ii. By Landlord, the breach by the Landlord of any covenant or commitment under this Lease and the failure to remedy such breach within twenty (20) days after Tenant's delivery of a written notice identifying such breach and demanding remedial action.

(b) Remedial Rights.

- i. Upon the occurrence of an Event of Default by Tenant, the Landlord, at its election, may affirm all obligations of the Tenant under this Lease and pursue all appropriate legal proceedings to enforce such obligations or may terminate this Lease and pursue all appropriate legal proceedings to recover damages resulting from such termination. Upon the occurrence of an Event of Default by Tenant, to the extent permitted by applicable law, the Landlord may re-enter and repossess the Leased Premises and remove all persons or property from the Leased Premises. If the Landlord elects to terminate this Lease, then the Landlord shall make such efforts as are required under applicable law to mitigate damages by reletting the Leased Premises, or any part thereof, under such terms and conditions as the Landlord in its sole discretion deems advisable. The proceeds from such subletting shall be applied first to reimburse the Landlord for all costs incurred in preparing the Leased Premises for reletting, second to all costs incurred by the Landlord (including leasing commissions) in implementing that reletting, third to the payment of all amounts then due under this Lease. Any residual proceeds shall be applied against the future payment obligations of the Tenant under this Lease. The Tenant shall be liable for any deficiencies. All rights and remedies accorded to the Landlord hereunder shall be cumulative and shall be in addition to any and all other rights or remedies permitted under applicable law.
- ii. Upon the occurrence of an Event of Default by the Landlord, the Tenant, at its election, may affirm all obligations of the Landlord under this Lease and pursue all appropriate legal proceedings to enforce such obligations or may terminate this Lease and pursue all appropriate legal proceedings to recover damages resulting from such termination. All rights and remedies accorded to the Tenant

hereunder shall be cumulative and shall be in addition to any and all other rights or remedies permitted under applicable law.

- (c) <u>Attorney Fees/Legal Expenses.</u> Upon the occurrence of an Event of Default, the defaulting party shall be required to reimburse the non-defaulting party on demand for any attorney fees and related legal expenses reasonably incurred by the non-defaulting, party in determining, establishing and enforcing its rights under this Lease.
- 18. **TERMINATION.** Upon the termination of this Lease (the "Termination"), whether by reason of the expiration of the Term pursuant to Section 2, or the early termination of this Lease pursuant to Section 17, then, in addition to any other obligations imposed under the Section of this Lease causing or allowing such Termination or under applicable law, the Tenant shall comply with each of the following:
- (a) <u>Vacate Premises.</u> The Tenant shall vacate the Leased Premises and shall remove all of the Tenant's possessions on or before the effective date of the Termination. If the Tenant unlawfully holds over beyond the effective date of Termination, the Tenant's occupancy shall be "at sufferance" and the Tenant shall pay Base Rent under this Lease at a rate equal to the Base Rent in effect immediately prior to the effective date of Termination.
- (b) Premises Repair. Prior to the effective date of Termination, the Tenant will permit the Landlord and its agents access to the Leased Premises in order to complete a physical inspection of the Leased Premises to determine items of required repair or replacement by the Tenant (the "Building Inspection"). The Tenant, at the Tenant's expense, shall provide all labor and materials require to repair or replace any defective conditions identified in the Building Inspection in order to restore the Leased Premises to as good a condition and repair as they were as of the Commencement Date, reasonable wear and tear, loss by fire or other insured casualty or act of god excepted. If the Tenant fails or refuses for any reason to make any expenditure or to perform any repair, replacement or remediation required in this Section 18(b); then the Landlord, at its election, may seek and secure specific performance by the Tenant through appropriate legal proceedings or may implement such repairs, replacements or remediations and may seek and secure reimbursement from the Tenant for the costs of the same, plus interest at the rate specified in Section 17(c).
- 19. **NOTICES.** Any notice permitted or required under this Lease shall be in writing and shall be deemed delivered as follows: if by personal delivery to the most senior person on site, on the date of personal delivery to the addressee; if by courier delivery to the most senior person on site, on the date of confirmed delivery to the address of the addressee as set forth in the preamble to this Lease; and if by mail, on the seventh (7th) business day following the date of deposit with the U. S. Postal Service, postage prepaid, to the address of the addressee as set forth in the preamble to this Lease. Either party, by notice delivered to the other party in the manner prescribed above, may change its address for purposes of future notices.
- 20. <u>APPLICABLE LAW.</u> This Lease is made under and shall be interpreted in accordance with the laws of the State of Michigan.
- 21. **ENTIRE AGREEMENT.** This ____ page document constitutes the entire agreement between the Landlord and the Tenant with respect to the Tenant's use and occupancy

of the Leased Premises. All prior agreements between the Landlord and the Tenant with respect to the Leased Premises, whether written or oral, shall be of no further force or effect. The terms of this Lease shall not be amended and this Lease shall not be cancelled unless by a document which is in writing and signed by both the Landlord and the Tenant.

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease as of the date first written above.

LANDLORD:

DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district

Name: Christopher Timmis, Ed.D.

Its: Superintendent

Dated: 1900 26,20

TENANT:

DEXTER SENIOR CITIZENS, INC., a Michigan Non-Profit Corporation,

Print Name: TAMES CARSO

Dated: 4-26-24

EXHIBIT A DEPICTION OF PREMISES

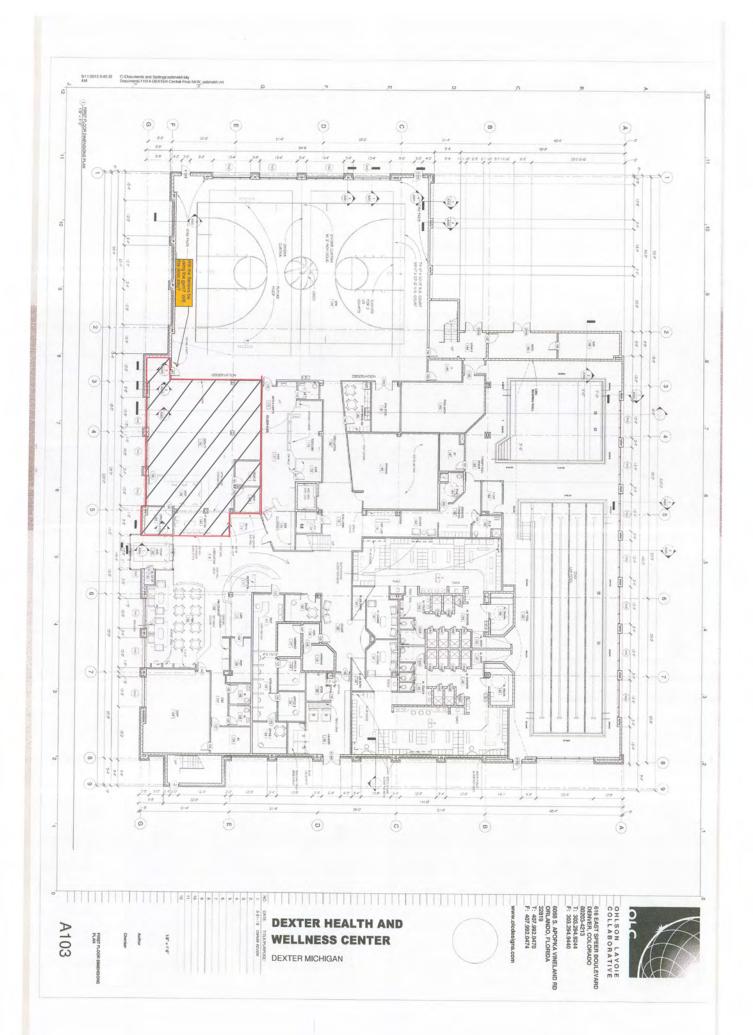


EXHIBIT B MANAGEMENT AGREEMENT

To be attached.

MANAGEMENT AGREEMENT (Wellness Center)

This MANAGEMENT AGREEMENT ("<u>Agreement</u>") is made this <u>26</u> day of <u>April</u>, 2024 ("<u>Effective Date</u>"), by and between DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130 (the "<u>School District</u>"), and CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation, whose address is 14800 E. Old US Hwy 12, Chelsea, MI 48118 (the "<u>Foundation</u>").

WHEREAS, pursuant to a Purchase Agreement of even date herewith, 2024, School District purchased from Foundation that certain real property comprising of Unit 1 in the Dexter Town Center Condominium located in the City of Dexter, Washtenaw County, Michigan, commonly known as 2810 Baker Road, Dexter, Michigan 48130 (the "Purchase") and more particularly described on Exhibit A attached hereto (the "Real Property");

WHEREAS, prior to the Purchase, Foundation operated a wellness center at the Real Property that Dexter Wellness Center supports the health and fitness needs of the community by providing a high-quality facility, professional staff, and programs in a unique, supportive environment ("Wellness Center").

WHEREAS, Foundation entered into a MANAGEMENT AGREEMENT effective December 10, 2014 with POWER WELLNESS MANAGEMENT, LLC, an Illinois limited liability company ("Power Wellness"). The Management Agreement was subsequently amended on March 1, 2015, January 31, 2017, January 1, 2018, April 1, 2020, January 1, 2023, and January 3, 2024. The Management Agreement is attached hereto as Exhibit B (collectively, the "Sub-Management Agreement"). All capitalized terms used, but not defined herein, shall have the meaning ascribed in the Management Agreement.

WHEREAS, School District requested and Foundation agreed to manage the Wellness Center after the Purchase under the terms and conditions set forth herein.

- **NOW, THEREFORE**, for and in consideration of one (\$1.00) dollar and the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:
- 1. <u>Recitals</u>. The Recitals are incorporated into and form a part of the contractual provisions of this Agreement.
- 2. <u>Management Agreement Certification</u>. Attached as Exhibit B is a true and complete copy of the Sub-Management Agreement, all subsequent amendments and said Sub-Management Agreement has not been amended, rescinded, modified, subject to any oral or written modification, and remains in full force and effect as of the date hereof, and the Manager has not assigned or delegated any of its duties under the Sub-Management Agreement.
 - 3. Term. The "Term" shall be from the Effective Date through March 31, 2025.

- 4. <u>Appointment</u>. School District hereby retains and appoints Foundation as the manager of the Wellness Center for the Term and Foundation accepts such appointment on the terms and conditions set forth herein.
- 5. <u>Management</u>. Foundation shall provide all services, duties, and responsibilities for the general administration and day-to-day operation of the Wellness Center, including, but not limited to management, administrative, operation, maintenance, and professional services necessary for the uninterrupted and continuous operations of the Wellness Center consistent with past practices. All acts by Foundation pursuant to the terms of this Agreement shall be for the account and benefit of School District and at School District's expense, except as set forth in this agreement and as such acts which are a breach or outside the scope of Foundation's authority under this Agreement or which constitute negligence or willful misconduct.
- 6. <u>Incorporation of Sub-Management Agreement.</u> In satisfaction of its duties and obligations, Foundation shall continue in its role as "Owner" for the oversight of Power Wellness as the "Manager" under the Sub-Management Agreement. The terms and conditions of the Sub-Management Agreement are expressly incorporated by reference as if fully set forth herein. Notwithstanding Foundation's delegation of its duties to Power Wellness, Foundation shall remain directly, primarily, and fully responsible to School District for the obligations of Owner and Manager under Sub-Management Agreement. School District has no obligations other than what is expressly set forth as set forth in this Agreement. Foundation will manage day-to-day direction of Sub-Management Agreement and all communication to Power Wellness shall be exclusively through the Foundation.
- 7. <u>Independent Use</u>. The School District shall be permitted to use the Wellness Center for School District sponsored activities outside of the Wellness Center's normal operating hours ("Independent Use"). The School District shall be exclusively liable for its Independent Use.
- Maintenance and Repair of the Property. In addition to the maintenance and repair obligations set forth in the Sub-Management Agreement, Foundation, as an expense of the Wellness Center and consistent with past practice and approved budgetary guidelines, maintain the Wellness Center in good condition according to comparable properties in the immediate market area surrounding the Wellness Center, and, in any event, in accordance with the standards and conditions reasonably specified by School District from time to time. Subject to the terms of the Dexter Town Center Condominium, Maintenance and repair items shall include, but, shall not be limited to, interior and exterior janitorial services, repairs and alterations to existing improvements (excluding any condominium common areas), plumbing, electrical systems, painting, carpentry, maintenance and repair of mechanical systems and such other maintenance and repair work as is reasonably necessary. Foundation's responsibilities shall not include the structural integrity of the Facilities or defects in design, materials or workmanship in the construction of the Wellness Center. Foundation shall periodically review with School District all expenses and any reserves therefor, and other services rendered in connection with the Wellness Center. Notwithstanding anything in this Agreement to the contrary, emergency repairs and/or other expenditures deemed immediately necessary by Foundation for the preservation and safety of the Wellness Center and its members, guests, or tenants or other persons, or to avoid the suspension of any service to the Wellness Center may be made by Foundation without the approval of School District if, under the circumstances,

School District cannot be notified in a reasonable manner before the required emergency repairs and/or expenditures must be made.

- 9. <u>Maintenance of Equipment</u>. All equipment, furniture, fixtures, machinery, appliances, and all other personal property used in the operations of the Wellness Center owned by School District shall be maintained by Foundation, on behalf of School District, in good operating condition and repair. Foundation shall expend funds derived from the operation of the Wellness Center as is necessary to maintain the equipment. Subject to the Foundation's maintenance obligations, the School District shall be responsible for funding the replacement of equipment, furniture, fixtures, machinery, and appliances used in the operations of the Wellness Center which it approves, consistent with past practices under the Sub-Management Agreement.
- 10. Accounting and Reporting. In addition to the accounting obligations set forth in the Sub-Management Agreement, Foundation shall maintain, on behalf of School District, all accounting and bookkeeping systems and records which are customarily kept by a business of this nature. Foundation shall cooperate at all times fully and completely with any and all reasonable requests for reports and accounting for the business, as well as School District, and shall provide all information necessary and/or requested by School District for keeping and maintaining the books of account and records of the activities of the Wellness Center, fully correct, accurate, independent of other facilities managed or owned by Foundation, and consistent with the directions given by the accountants and bookkeeping agents for the Wellness Center. Foundation shall require Power Wellness to separately prepare the financial reports set forth in Sub-Management Exhibit A for the Wellness Center independent of other Facilities managed by Power Wellness ("Reports"). The Reports that are prepared on a monthly basis shall be delivered to the School District no later than the 15th day of each month in an electronic format. The parties shall work in good faith to allocate shared resources. School District shall have the right to independently audit the reports prepared by Power Wellness and Foundation and Power Wellness agree to provide School District access to any records and documents necessary to conduct such an audit.
- 11. <u>School District Approval</u>. Foundation shall give prior written notice to the School District, specifying in the notice the matter on which approval is requested and reasonable detail respecting the matter for matters described below. Foundation shall remit a School District's approval must be granted or denied in writing within 10 days of School District's receipt of the notice. The failure to respond shall be interpreted as a denial.
 - a. All repairs and maintenance estimated to cost in excess of \$10,000;
 - b. The hiring and contracting for any Wellness Center executive staff member, including but not limited to, Center Director, membership manager, fitness manager or facilities manager.
 - c. Material changes to programming and scheduling; and
 - d. Any expenditure which is not subject to the Net Income calculation set forth on example Income Statement attached hereto as Exhibit C and be subject to the School District's standard purchase order requirements.

- Insurance. Foundation shall continue to maintain insurance to satisfy the obligations of "Owner" in Section 6 of the Sub-Management Agreement. Foundation shall ensure that School District is named as an Additional Insurance and loss payee on the Foundation and Power Wellness insurance, provide School District with thirty (30) days' advance written notice in the event of cancellation or a material chance in the policy, as well as a waiver of any right of subrogation or other recovery against School District, its affiliates and their insurers. School District shall not be responsible for any of the Foundation's personal property or any other insurance required of the "Owner" under the Sub-Management Agreement, except that School District shall acquire property insurance to satisfy the requirements of Sub-Management Agreement Section 6.1(a)(ii) (sic) which addresses "Property Insurance against all-risk of direct physical loss and damage...". School District shall also maintain commercial general liability insurance with respect to its ownership of the Real Property and its obligations under this Agreement. School District's insurance shall be in addition to, and not in replacement of, Foundation's insurance. Notwithstanding anything to the contrary contained herein, Foundation acknowledges that School District's coverage is provided by a joint risk management trust and, therefore, the School District shall not be required to obtain or maintain policies covering Foundation's personal property, its use of the Real Property, and/or profits.
- 13. Shared Data. Section 12 of the Sub-Management identifies the Foundation as the owner of the "Shared Data", which includes membership and financial data. After the Purchase, School District shall be considered the owner of the Shared Data. Foundation will provide the membership and financial data that pre-dates this Agreement to the School District following the term of the Management Agreement, as well as any employment related information as approved by Power Wellness, for purposes of satisfying requirements of Section 14. Foundation shall have equal rights in the Shared Data that is created after this Agreement's Effective Date. School District agrees to not use the Shared Data to send mass mailings or other similar types of contact to Wellness Center members without Foundations written consent prior to any notice of termination. Foundation and School District shall ensure members are appropriately notified of change of ownership effective with the date of sale.
- Fingerprinting and Background Check for Certain Wellness Center Personnel. The 14. School District and the Foundation acknowledge and agree that in accordance with Sections 1230 and 1230a of the Revised School Code (MCL §380.1230 and §380.1230a) the School District shall be required to have any on-site personnel who will regularly and continuously work under contract (as defined below) at the Wellness Center, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed under the Revised School Code, prior to commencing any work at the Wellness Center. These criminal background checks must be completed through the School District by having the applicable on-site personnel present themselves for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or if permitted by law, having the on-site personnel provide written notification to the School District that said individual has previously completed fingerprinting and a criminal history and background check as an employee, contract employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency.

Under Section 1230(15) of the Revised School Code (MCL §380.1230(15)) the phrase "regularly and continuously work under contract" is defined to mean "[t]o work at school on more than intermittent or sporadic basis as an employee of an entity that has a contract with a school district ... to provide food, custodial, transportation, counseling, or administrative services, or to provide instructional services to pupils ..." The phrase "at school" is defined to mean "in a classroom, elsewhere on school property, or on a school bus or other school-related vehicle". The School District and the Foundation agree to regularly review the programs being offered by the School District at the Wellness Center for its students to determine if any on-site personnel at the Wellness Center are subject to the fingerprinting and criminal background check requirements under Sections 1230 and 1230a of the Revised School Code. Expense for fingerprinting and background checks will be an operating expense of the Wellness Center.

15. Third Party Leases. Dexter Senior Center expressed interest in leasing space in the Wellness Center. Any definitive agreement entered into between the School District and the Dexter Senior Center shall be subject to the Foundation and Power Wellness' review and written approval, which cannot be unreasonably withheld, conditioned, or delayed, and must be executed prior to Dexter Senior Center's occupancy of space in the Wellness Center. Parties agree Dexter Senior Center will be subject to compliance with the LOI between Foundation and Dexter Senior Center.

School District shall not enter into any other leases with a third-party during the term of this Agreement without the prior written approval which cannot be unreasonably withheld, conditioned, or delayed.

16. Net Income Calculation and Distribution.

- a. "Net Income" shall mean Operating Income less Operating Expenses beginning April 1, 2024 through March 31, 2025 as calculated consistent with past reflected on Income Statement attached hereto as Exhibit C.
- b. "Operating Income" shall mean the amount of income produced by the Wellness Center, including without limitation, all membership, programing, rental revenue, miscellaneous revenue and expense reimbursement revenue.
- c. "Operating Expenses" are defined as expenses for the Property payable in the ordinary course of business and shall include property taxes and use tax (if applicable) and condominium association dues. Operating Expenses to exclude interest, depreciation and amortization. Operating Expenses shall not include any employee retention or appreciation bonus and related employer tax obligations paid by or on behalf of the Foundation ("Employee Bonus").
- d. "<u>Final Walk-Through Expenses</u>" shall be the estimated expenses determined by the Foundation and School District after conducting a walkthrough of the Wellness Center ten (10) days prior to the expiration of the Term to identify and the parties shall mutually agree upon any necessary repairs or maintenance required to satisfy the obligations of this Management Agreement.

e. <u>Calculation</u>. Within thirty (30) days after the expiration of the Term or after the end of the calendar year if the Term is extended, Foundation shall certify to School District the Net Income calculation ("Certification").

f. Distributions.

- i. <u>Loss</u>. If the Net Income reflects a loss after the recalculation, Foundation shall be responsible for the first Twenty Thousand and 00/100 Dollars (\$20,000.00) ("Foundation's Obligation"), and the School District shall be solely responsible for all losses in excess of the Foundation's Obligation.
- ii. <u>Gain</u>. In the event the Net Income reflects a gain the Net Income shall be allocated to satisfy the Final Walk-Through Expenses with any remainder divided equally among the Foundation and the School District. The payments under this section, if any, shall be paid within thirty (30) days of the School District's receipt of the Certification.
- 17. <u>Employee Bonus</u>. Foundation shall be solely responsible for the payment of any Employee Bonus and all costs and fees related thereto.
- 18. <u>Independent Contractor</u>. The Parties agree that Foundation is an independent contractor and that neither Foundation's employees or contract personnel are, or shall be deemed to be, employees of School District. In its capacity as an independent contractor, Foundation agrees to and represents the following:
 - a. Foundation has the right and does fully intend to perform services for third parties during the term of this Agreement.
 - b. Foundation has the right to hire employees to provide the services required by this Agreement.
 - c. The services required by this Agreement shall be performed by Foundation or Foundation's employees or contract personnel, and School District shall not hire, supervise, or pay any such assistants to help Foundation.
 - d. Neither Foundation nor Foundation's employees or contract personnel shall receive any training from School District in the professional skills necessary to perform the services required by this Agreement.
 - e. Foundation shall be fully responsible for the payment of all of its taxes, including all payroll taxes and withholdings for its employees.

The Parties acknowledge and agree that School District is entering into this Agreement with reliance on the representations made by Foundation relative to its independent contractor status.

19. <u>Indemnification</u>. To the fullest extent permitted by law, the Foundation shall indemnify, defend and hold harmless School District and its affiliates, Power Wellness and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses, including any Employee Bonus and claims related thereto (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "<u>Losses</u>") arising out of or due to the operation of the Wellness Center by Foundation, its affiliates, the School District, agents, servants and/or employees after the Purchase under the provisions of the Management Agreement, unless the Losses are caused by the School District's gross negligence. The obligations set forth in this Section shall survive for a period of two (2) years following the Expiration Date.

To the fullest extent permitted by law, Power Wellness shall indemnify, defend and hold harmless School District and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the operation of the Wellness Center (during its scheduled operating hours as a Wellness center and excluding hours used by School District during non-Wellness Center operating hours) by Foundation, its affiliates, the School District, agents, servants and/or employees after the Purchase under the provisions of the Management Agreement, unless the Losses are caused by the School District's gross negligence. The obligations set forth in this Section shall survive for a period of two (2) years following the Expiration Date.

If School District is entitled to indemnification receives notice of any claim or the commencement of any action or proceeding with respect to which Foundation is obligated to provide indemnification, the School District shall promptly give the Foundation notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Foundation under the provisions for indemnification contained in this Agreement. Except as provided below, the Foundation may compromise, settle or defend, at such Foundation's own expense and by such Foundation's own counsel, any such matter involving the asserted liability of the School District. In any event, the School District, the Foundation and the Foundation's counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the Foundation provides the School District a defense to a third-party claim at the Foundation's cost with a qualified attorney, School District may participate and/or monitor the defense with an attorney of the School District's selection (at the School District's own expense). Provided that the Foundation pays for the full cost of the settlement of any claim, the Foundation may settle any claim without the consent of the School District. If the Foundation chooses to defend any claim, the School District shall make available to the Foundation any books, records or other documents within its control that are necessary or appropriate for such defense.

To the fullest extent permitted by law, School District shall indemnify, defend and hold harmless the Foundation and Power Wellness and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual

out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the use of the Wellness Center by School District, its affiliates, agents, servants and/or employees outside of normal operating hours for School District-sponsored activities or programming after the Purchase under the provisions of the Management Agreement, unless the Losses are caused by the gross negligence of Foundation and Power Wellness. The obligations set forth in this Section shall survive for a period of two (2) year following the Expiration Date.

If the Foundation and/or Power Wellness is entitled to indemnification and receives notice of any claim or the commencement of any action or proceeding with respect to which School District is obligated to provide indemnification, the Foundation and/or Power Wellness shall promptly give the School District notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the School District under the provisions for indemnification contained in this Agreement. Except as provided below, the School District may compromise, settle or defend, at such School District's own expense and by such School District's own counsel, any such matter involving the asserted liability of the Foundation and/or Power Wellness. In any event, the Foundation and/or Power Wellness and the School District and its counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the School District provides the Foundation and/or Power Wellness a defense to a third-party claim at the School District's cost with a qualified attorney, Foundation and/or Power Wellness may participate and/or monitor the defense with an attorney of their selection (at the Foundation and/or Power Wellness's own expense). Provided that the School District pays for the full cost of the settlement of any claim, the School District may settle any claim without the consent of the Foundation and/or Power Wellness. If the School District chooses to defend any claim, the Foundation and/or Power Wellness shall make available to the School District any books, records or other documents within its control that are necessary or appropriate for such defense.

- 20. <u>Termination.</u> School District may terminate this Agreement and the Sub-Management Agreement for any reason, or no reason at all by providing one hundred ten (110) days prior written notice to Foundation and Power Wellness. Foundation may terminate this Agreement if School District fails to comply with a material term of this Agreement and such failure is not cured within one hundred ten (110) days after written notice from Foundation to School District (or in the case of a failure which, by its nature, cannot be cured within such one hundred ten (110) day period, then within such longer period reasonably necessary to effectuate a cure thereof). In the event of an early termination, Foundation shall elect within fifteen days of a termination notice whether to elect to modify the Net Income formula to be effective as of the termination date or retain the formula for the same period set forth in Paragraph 15.
- 21. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.
- 22. <u>Headings</u>. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.
- 23. <u>Saturdays, Sundays and Legal Holidays</u>. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a

certain date, if such date falls on a Saturday, Sunday or legal holiday the date for the notice of performance or payment shall be the next following business day. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are closed in the state in which the Property is located.

- 24. <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.
- 25. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 26. <u>Integration</u>. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Parties.
- 27. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF MICHIGAN AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.
- 28. <u>Construction</u>. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either party in connection with the transactions contemplated by this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.
- 29. <u>Miscellaneous</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement. For the purposes of this Agreement, a signature or signatures delivered via facsimile or e-mail (in portable document format) transmission shall be deemed to be an original signature or signatures when attached to this Agreement or to any other document or notice provided for in this Agreement. All parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.
- 30. <u>Authority</u>. This Agreement has been duly executed by and constitutes the valid and binding obligations of the Parties. The Parties represent and warrant to the other that the persons executing this Agreement on behalf of such respective Party has the authority to bind such Party.

Remainder of Page Left Intentionally Blank

Signature Page To Management Agreement

SCHOOL DISTRICT:

DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district

By: Name: Christopher Timmis, Ed.D.
Its: Superintendent

De 1 1 1 1/2 2

FOUNDATION:

THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation,

By ______Print Name: ____Stephen Petty
Title: ____CEO

Dated: 04 26/24

ACKNOWLEDGED AND CONSENTED TO SUBJECT TO THE TERMS AND PROVISIONS IN THE SUB-MANAGEMENT AGREEMENT BY:

POWER WELLNESS MANAGEMENT, LLC,

an in Illinois limited liability company

Docusigned by:

By _______Brian Hummert

Print Name: ______
Title: _ President

Dated: 4/26/2024 | 2:38 PM CDT

EXHIBIT A LEGAL DESCRIPTION

Land located in the City of Dexter, County of Washtenaw, State of Michigan. and described as follows:

Unit No. 1. DEXTER TOWN CENTER CONDOMINIUM, according to the Master Deed recorded in Liber 4654, Page 453, First Amendment to Master Deed recorded in Liber 4768, page 379 and Second Amendment to Master Deed recorded in Liber 5015, Page 807, as amended, and designated as Replat Number 2 of Washtenaw County Condominium Subdivision Plan No. 561, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended

Commonly known as: 2810 Baker Road. Dexter. MI 48130.

Parcel ID: HD-08-06-455-001

Legal Description: Exhibit A

EXHIBIT B MANAGEMENT AGREEMENT

[TO BE INSERTED]

MANAGEMENT AGREEMENT

THIS AGREEMENT is executed as of Sept 5, 2013, between THE CHELSEA - AREA WELLNESS FOUNDATION ("Owner"), and POWER WELLNESS MANAGEMENT, LLC., an Illinois limited liability corporation ("Manager").

RECITALS:

Owner owns Chelsea Wellness Center, Manchester Wellness Center, Stockbridge Wellness Center and Dexter Wellness Center ("Facilities" or "Centers") located in Michigan.

Manager has experience in providing management, administrative and professional services to fitness and wellness centers.

Owner agrees to engage Manager to manage the Centers for the account of Owner, and Manager agrees to accept such engagement.

AGREEMENT:

Section 1. TERM.

- (a) This Agreement commences on April 18, 2013 and shall continue for three years (the Term). The parties may extend the Term by mutual written consent at least 90 days prior to the expiration of the Term. Either party may terminate this Agreement at any time by providing 180 days written notice or, in the event of a breach, as set forth in Paragraph 8.
- (b) At the end of the Term Owner will return, within 5 business days Manager's Work Product as defined in Paragraph 2.1(g) and all copies in Owner's, Owner's Contractors and Owner's Subcontractors possession or control.
- (c) If this Agreement expires or terminates for any reason, neither party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination and any obligations surviving in accord with specific provisions of this Agreement.

Section 2. <u>USE AND OPERATION OF THE FACILITIES</u>.

2.1 Use and Standard of Operation.

(a) Management Services are described in Exhibit A. All Management Services shall be provided in a timely, professional, competent, efficient and workmanlike manner, by individuals who are (i) qualified by training and experience in professional wellness center operations, and (ii) knowledgeable about regulatory requirements applicable to wellness center operations. Owner grants Manager the exclusive right to manage and operate the Facilities pursuant to this Agreement. Manager agrees to operate the Facilities in a businesslike, effective and cost-efficient manner as the agent of and for the benefit of Owner, subject to

Owner's budgetary systems and other constraints and in compliance with this Agreement. Manager shall use the Facilities solely for the operation of a wellness business and for other activities which are customary and usual in connection with such an operation. Manager, as agent of Owner, shall have:

- control and discretion in the operation of the Facilities in the ordinary course of business, including the right to negotiate and enter into such reasonable contracts in the name and at the expense of Owner as may be reasonably necessary in connection with the operation of the Facilities;
- the right to determine the terms of labor policies (including wage rates, the hiring and discharging of employees, and the installation of employee retirement or other benefit plans);
- the right to determine the hours of operation for the Facilities
- the right to determine the services to be provided at the Facilities, including classes.
- (b) Manager and Owner will be jointly responsible for establishing pricing, promotion and publicity relating to the Facilities.
- (c) All acts performed by Manager pursuant to the terms of this Agreement shall be for the account and benefit of Owner and at Owner's expense, except such acts which are a breach or outside the scope of Manager's authority under this Agreement or which constitute gross negligence or willful misconduct.
- (d) Manager shall engage all such personnel as may be reasonably necessary and appropriate for the timely and efficient provision of the Services. All employees of the Facilities, except physicians and clinical department staff will be employees of Manager. Owner retains the right to request an increase or decrease in the number of individuals providing wellness or administrative services. Manager, as an independent contractor, retains all the rights and privileges of an employer as to Manager's personnel including, but not limited to, the right to hire, direct, discipline, compensate, and terminate its employees assigned to Facilities. Manager shall be solely responsible for all aspects relating to the recruitment, employment, labor law compliance, compensation of (including the payment rate and benefits, and the withholding, reporting and payment of all payroll taxes and other withholdings) with respect to all such personnel. Owner will reimburse Manager for the centers' payroll cost as detailed in a written invoice, monthly on the 10th day of each month for the total aggregate compensation for the current month, which includes allocations and amounts for fringe benefits, manager's general liability and worker compensation insurance (see Section 6), in addition to all cash compensation paid to each employee and any annual performance bonuses. Owner will also reimburse Manager for the direct costs for any employees of Manager working on matters directly related to operation of the Facilities, together with third party payroll processing charges and any general expenses, at cost, an estimate of which will be approved in writing by Owner prior to commencement of the work.

- (e) Manager shall insure that all of the Manager's employees, are competent credential/licensed staff, where licensing or specific credentials are required who will attend ongoing education classes and keep their licenses current.
- (f) Manager shall be excused from its obligation to operate the Facilities to the extent (i) Manager is prevented from compliance by Force Majeure Causes; (ii) Owner breaches this Agreement; (iii) this Agreement limits Manager's ability to expend funds in respect of the Facilities and that limitation reasonably prevents Manager from meeting the terms of this Agreement. For purposes hereof, "Force Majeure Causes" means causes beyond the reasonable control of Manager, including casualties, floods, weather conditions, power outages, war, insurrection, strikes, lockouts, material shortages and governmental actions. Provisions (i), (ii) and (iii) operate without prejudice to any other remedy which Manager has under this Agreement.
- (g) Owner acknowledges and agrees that Manager has its own intellectual capital, good will, technical know-how, proprietary computer programs, policies, procedures, secret shop forms, membership surveys, sales reports, forms, marketing materials, quality assurance and control materials, forms and documents training and education materials, expertise and best practices that Manager has developed through its general consultant and management services and practices (collectively "Manager Work Product"). Any Manager Work Product Manager shares with Owner shall remain the sole and exclusive property of Manager.
- 2.2 <u>Leases and Concessions</u>. Manager shall not, without the prior written approval of Owner (which approval shall not be unreasonably withheld), enter into leases or concessions. Any such lease or concession shall be entered into in Owner's name and shall be executed by Owner (or Manager, as agent for Owner). Manager shall use reasonable efforts to perform all of the obligations of Owner as landlord or concessionaire under all present or future leases and concessions. Manager shall use reasonable efforts to perform all of the obligations concerning the granting of concessions and shall use reasonable efforts to collect the funds due from such concessions and shall deposit collected funds in the Operating Accounts.
- Owner, in accounts established in Owner's name, all monies received by Manager from the operations of the Facilities ("Operating Accounts"). Owner shall deposit in the Operating Accounts all monies advanced to the Facilities as working capital by Owner. Manager shall be designated as an authorized signatory on any Operating Accounts. Manager shall pay out of the Operating Accounts, to the extent of the funds in the Accounts, all costs and expenses required to perform its obligations hereunder.
- 2.4 <u>Limitation on Manager's Authority to Contract</u>. Manager shall not, without the prior consent of Owner, (which shall not be unreasonably withheld) enter into any contract for the account of Owner which (a) is for a term in excess of one year, or (b) constitutes a collective bargaining agreement or labor contract. Manager shall not contract for expenditures in an aggregate amount in excess of \$5,000.00 unless (a) provided for in the Operating Budget or (b) in case of emergency posing a threat to persons or property. In the case of emergency Manager shall notify Owner immediately.

2.5 Operating Budget.

- (a) Not later than 90 days prior to the commencement of each fiscal year, Manager shall submit to Owner an operating budget and operating plan and updated marketing plan, if updates to the marketing plan are appropriate, (collectively the "Operating Budget") for the operation of the Facilities for the year, containing reasonably detailed revenue and expense projections and providing projections of capital expenditures (including furnishings and equipment).
- (b) The Operating Budget is only an estimate of the projected revenues and expenditures for the year The Manager will use its best efforts to achieve the budgetary goals reflected in the Operating Budget. However the Operating Budget is not an assurance of actual results. Failure to achieve the budgetary goals in any Operating Budget is not an event of default. Manager shall notify Owner of the need to depart in any material way from the Operating Budget if, in Manager's judgment, adherence to the Operating Budget is impractical or departure is necessary or desirable for the efficient operation of the Facilities.
- (c) Owner shall have the right to approve the Operating Budget, or material departures from approved Operating Budgets, which approval shall not be unreasonably withheld or delayed. Pending approval, Manager shall operate the Facilities in accordance with the last approved Operating Budget.

Section 3. MANAGEMENT FEES.

Owner shall pay Manager a Management Fee as set forth in Exhibit B attached to this Agreement. The Management Fee will be payable within 15 days after Manager submits an invoice to Owner.

Section 4. <u>REPAIRS, LEGAL REQUIREMENTS, LICENSE AGREEMENT; AND ALTERATIONS.</u>

- 4.1 Repairs and Maintenance. Manager shall maintain the facilities in good order and condition except (a) to the extent prevented by causes beyond its reasonable control including Force Majeure Causes and the unavailability of funds from Owner (b) portions leased to tenants or (c) portions managed by third parties who undertake a duty of repair and maintenance. Manager's responsibilities shall not include the structural integrity of the Facilities or defects in design, materials or workmanship in the construction of Improvements. Manager shall, at Owner's request, coordinate and supervise, as Owner's agent, capital improvements under \$10,000 to the Facilities made during the Term. With respect to projects over \$10,000, Manager and Owner shall issue an extra work order setting forth (a) the scope of Manager's work and (b) compensation Owner agrees to pay Manager for undertaking the scope of work. This compensation is independent from Owner's obligation to pay the Management Fees in Exhibit B.
- 4.2 <u>Compliance with Legal Requirements</u>. Manager shall use reasonable efforts to cause the Facilities and the operation thereof to comply with all applicable legal requirements. If any alterations, additions or improvements, structural or nonstructural, are required in order to make the Facilities comply with legal requirements, those costs are the responsibility of Owner. Manager may, but only after approval by Owner, contest the validity

or applicability of any legal requirements in the name of Manager or owner or both. If Owner shall approve any such contest, Owner shall execute and deliver any appropriate documents which may be necessary to permit Manager to prosecute such contest. Owner may contest directly any leagl requirements which Manager may otherwise desire not to contest, and Manager will cooperate with Owner in such a contest. Manager agrees to comply with all federal, state and municipal laws, rules and regulations. Refusal by either party to comply with such laws, rules or regulations is a default.

Section 5. GENERAL COVENANTS OF MANAGER AND OWNER.

- 5.1 Working Capital. Owner shall cause sufficient working capital funds to be on hand in the Operating Accounts to assure the timely payment of all (a) current liabilities of the Facilities, (b) the uninterrupted and efficient operation of the Facilities, and (c) the performance by Manager of its other obligations. At no time shall working capital funds be in an amount less than the amount of one month's normal operating expenses. Manager shall promptly notify Owner of the need for any such working capital funds if sufficient funds are unavailable in the Operating Accounts. In the event of Operating Account overdraft in which Manager failed to notify Owner of insufficient funds Manager will bear any related bank fees. If after notice Owner fails to provide sufficient funds Owner will bear related bank fees.
- 5.2 <u>Right of Inspection and Review</u>. Manager shall accord to Owner and its duly authorized agents the right to enter the Facilities at all reasonable times. The Owner has the right to make extracts from any books and records, including electronic records. Owner shall be permitted access to personnel records upon reasonable advance notice. Any entry will be done with as little disturbance to operations as possible.
- 5.3 <u>Payment of Taxes</u>. Owner shall pay all real and personal property taxes assessed against the Facilities.

Section 6. INSURANCE.

6.1 OWNER:

- (a) OWNER shall maintain, at all times during the Term, the following insurance respecting the Facility in amounts and with responsible and properly licensed companies or self-coverage arrangements (provided that such amounts shall in no event be less than the amounts indicated below):
- (i) General liability insurance (or self insurance) for injury to or death of persons and damage to property for a limit not less \$1,000,000 per claim;
- (ii) Automobile Liability, covering hired & non-owned automobile liability, with minimum limits of \$1,000,000 per incident;
- (ii) Property Insurance against all-risk of direct physical loss and damage, including fire and extended coverage and also including business interruption with extra expense, boiler and machinery and use and occupancy, and such other risks and perils with respect to which insurance is customarily carried for facilities of similar character, in amounts not less than the full insurable

replacement value of the Facility, and all such deductibles shall be the responsibility of the owner;

(iii) Such other insurance for protection against claims, liabilities and losses arising from the operation of the Facility as is customarily carried for facilities of similar character.

Manager:

- (b) Manager shall maintain, at all times during the term, the following insurance with companies licensed to do business in the respected state and for limits not less the ones stated below:
- (i) General liability insurance for injury to or death of persons and damage to or loss of property, including hired & non-owned automobile liability and liquor liability (if applicable) for a limit not less \$1,000,000 per occurrence and in annual aggregate.
- (ii) Workers compensation insurance, which includes employers liability for a limit not less:
 - a. \$1,000,000 for Each Accident
 - b. \$1,000,000 Disease Each Employee
 - c. \$1,000,000 Disease Policy Limit
 - d. OWNER shall be named as Alternate Employer.
 - e. Such policy will provide for a waiver of subrogation by insured.
- (iii) Property Insurance against all-risk of direct physical loss and damage, including fire and extended coverage and also including business interruption with extra expense, and use and occupancy, and such other risks and perils with respect to which insurance is customarily carried for facilities of similar character, in amounts not less than the full insurable replacement value of the Manager's personal property, and all such deductibles shall be the responsibility of the Manager unless OWNER is responsible for the physical loss and damage covered.
- (iv) Manager shall maintain professional liability, employment practices, crime, and fidelity insurance against dishonest acts by employees and others, with all minimum limits a minimum of \$1,000,000 per occurrence and in annual aggregate.
- (v) The Manager's General Liability policy shall name Manager as the principal insured and shall name OWNER and (if required by OWNER) any mortgagee of the Facility or creditor of any member of OWNER as additional insured on a primary and non-contributory basis for Manager's negligence there under by endorsement.

- (vi) The cost of Managers insurance coverages shall be reimbursed to Manager by OWNER as noted in Section 2.1(b).
- (c) OWNER shall have the option to price and select all insurance coverage listed in self-insurance Pool or OWNER's private insurance coverage. OWNER may choose to contract with insurance brokers or direct contract with carriers.

6.2 Notice of Cancellation or Change.

All insurance policies required to be carried hereunder shall have attached thereto an endorsement that the same shall not be canceled or changed without at least thirty (30) days' prior written notice to all named insured and additional insured.

6.3 Evidence of Insurance Coverage.

For the purpose of evidencing compliance with the provisions of this Section 6, OWNER and Manager shall annually furnish to each other certificates of all insurances required to be maintained by OWNER and Manager pursuant to this Section 6.

Section 7. INDEMNIFICATION.

(a)(1) Owner agrees

(i) to indemnify and hold Manager harmless from any loss, damage or expense incurred by Manager as the result of injury to persons or property in and about the Facilities or elsewhere while Manager is carrying out its obligations under this Agreement;

(ii) to reimburse Manager for any expenses Manager incurs in defense of any proceeding against Manager or Owner, jointly or severally, by any third party arising from or due to the condition or use of the Facilities, or due to any act or omission of Owner, or any contract pertaining to the Facilities; and

(iii) to defend promptly and diligently, at Owner's expense, any proceeding brought against Manager or Owner, jointly or severally, arising out of this Agreement, and to hold harmless and indemnify Manager from any judgment, loss or settlement on account thereof.

However, Owner shall have no obligation to indemnify Manager against loss, damage or expense suffered by Manager as a result of Manager's willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority.

(a)(2) Manager agrees

(i) to indemnify and hold Owner harmless from and against any loss, damage and expense incurred by Owner as a result of Manager's willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority; and

(ii) to defend promptly and diligently, at Manager's expense, any proceeding brought against Owner or Manager, jointly or severally, arising from Manager's willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority.

Section 8. DEFAULT AND TERMINATION

The following shall constitute a default hereunder:

- (a) The failure of either party to pay to the other party any sum due within 15 days of notice is a default.
- (b) Failure of either party to cure a nonmonetary breach of provisions in this Agreement within 30 days of written notice is a default. If the breach is of such a nature that it cannot be cured within 30 days, the failure of the defaulting party to commence to cure within the 30 day period, and to continue curing the failure with due diligence and in good faith until it has been cured, is a default.
- (c) If either party (1) voluntarily files for bankruptcy, or (2) fails to have involuntary bankruptcy procedures dismissed within 90 days of the filing of an involuntary petition, or (3) fails to vacates an attachment, seizure, writ, levy or distress warrant for a substantial portion or all its assets, or (4) has appointed a trustee or receiver and the appointment is not vacated within 90 days, it is a default.

If a default as described in section 8 (a) – (c) occurs, the non-defaulting party may give notice of intent to terminate this Agreement 15 days from the date of delivery of such notice. Such termination shall be without prejudice to any right to damages that the non-defaulting party may have against the defaulting party under applicable law.

Section 9. EMPLOYEES

Manager's employees are Manager's responsibility at the end of the Term.

Section 10. RESTRICTIONS ON HIRE

Manager agrees to hire as "Manager's Employees" all staff necessary to fulfill Manager's obligations under this Agreement. Owner agrees that it will not attempt to hire or hire any of Manager's employees at any time during the Term. For a period of 18 months after the Term, Owner agrees not to hire Manager's Management employees without the express written consent of Manager. Management employees are defined to includeCenter Director, Member Services Manager, Fitness Manager, Facility Engineer, Operations Manager, Sales Manager, Administrative Account Coordinator.

Section 11. NON-DISCLOSURE

Both parties will refrain from directly or indirectly using or causing to be used in any manner whatsoever any information of a proprietary or confidential nature, as defined in Section 12, other than in connection with fulfilling the obligations of this Agreement. Upon termination of this Agreement both parties shall retain their own confidential and proprietary information.

- (b) Both parties will refrain from any disparagement, direct or indirect, through innuendo or otherwise, of the other party or any of its employees, officers or contractors.
- (c) Owner will refrain from soliciting business of any client for whom Manager has provided service at any time, or attempt to induce any such client to cease being a client of Manager or reducing its business in any manner with Manager.

Section 12. CONFIDENTIAL INFORMATION

- (a) Owner's confidential or proprietary information, which shall be marked "Confidential" to fall within this provision, shall include but not be limited to the following: all sales and marketing information and protocols; marketing plans; client names, addresses or any other client- related information; client accounting, policies, procedures, forms and reports; cash flows and receivables; short-term and long-term management strategy; business data; financial records; income and expense information; pricing and charging for services; employee flow and placement methodology; procedures to document services provided; revenue and expense monitoring and analysis; client satisfaction information; client intake procedures; client booking procedures; collections procedures and strategies; charge/billing generation and documentation procedures; employee record documentation procedures; fee schedules; fee information; payroll information; billing and payment methodology; copyright; trademark; personnel information; volume of business; strategic plans; administrative policy; quality management procedures; information related to earnings and other financial information; assets; and all other information deemed by Owner to be confidential and proprietary.
- (b) Manager's confidential or proprietary information, and Manager's Work Product, shall include but not be limited to the following forms, templates, policies and documents: all sales and marketing information, forms, policies and protocols; secret shop forms; membership surveys forms and protocols; Manager's policies, procedures, forms and reports used for accounting purposes; pricing and charging for services forms; employee flow and placement methodology forms; procedures to document services provided; revenue and expense monitoring and analysis templates; client satisfaction information templates; client intake procedures; client booking procedures; collections procedures and strategies; charge/billing generation and documentation procedures; employee record documentation procedures; fee schedule forms; fee information protocols; payroll information for Manager's employees; billing and payment methodology; copyright; trademark; personnel information; Manager's volume of business; Manager's strategic plans; Manager's administrative policy; quality management procedures; information related to Manager's earnings and other Manager financial information; Manager's assets; and all other information deemed by Manager to be confidential and proprietary.
- (c) Owner and Manager acknowledge that there is certain confidential information shared by both (collectively, "Shared Data"). The parties agree that Shared Data includes: member contact information and member data; marketing, outcome and business strategies and data; financial records, including Center cash flow and receivables, income and expense information; pricing and charge for services detail. It is intended, through the Shared Data section, that data about the Center's clients, finances, business operations, performance, customers and business strategies belongs to Owner, but all such information is jointly shared

with Manager to enable Manager to perform its obligation under this Agreement. It likewise is intended that Manager's templates, policies, protocols and documents belong to Manager but are shared documents with Owner to the extent Owner's data is utilized in connection with Manager's proprietary Work Product to fulfill Manager's obligations under this Agreement.

Section 13. SUCCESSORS AND ASSIGNS.

Neither party may assign this Agreement without the prior written consent of the other party. If such consent is given this Agreement binds and benefits the successors and assignees.

Section 14. NOTICES.

All notices shall be given in writing and shall be deemed given when delivered by messenger, by overnight delivery service, or by the U.S. mail (and, if mailed, shall be deemed received 2 business days after the postmarked date thereof), with postage prepaid, delivered or addressed to the address following each party's signature. Either party may change its address for notices hereunder by notice of such change to the other party. Manager will give copies of all notices given to Owner to any mortgagees of the Facilities whose names and addresses are furnished to Manager.

Section 15. APPROVALS.

If a party desires the approval of the other party to any matter, the requesting party must give written notice to the other party requesting such approval, specifying in the notice the matter on which approval is requested and reasonable detail respecting the matter. Approvals must be granted in writing.

Section 16. FURTHER INSTRUMENTS.

This Agreement supersedes and replaces all prior agreements between the parties. Each party hereto shall execute and deliver all such other appropriate supplemental agreements and other instruments and take such other action as may be necessary to make this Agreement fully and legally effective, binding and enforceable as between the parties hereto and as against third parties, as the other party may reasonably request.

Section 17. APPLICABLE LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of Illinois and without regard to the conflict of law rules principals. Applicable venue for contract disputes is Washtenaw County, MI.

Section 18. SURVIVAL AND CONTINUATION.

At the expiration of the Term any terms, provisions and obligations of either party which, in order to give them effect and accomplish their intent and purpose, need to survive the termination shall, by agreement between Owner and Manager, survive and continue until they have been fully satisfied or performed.

Section 19. INTERPRETATION.

The headings and captions are inserted for convenient reference only, and do not limit the paragraphs or sections to which they apply. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement contains the entire Agreement of the parties. This Agreement may not be amended, modified or discharged, except by an instrument in writing signed by the parties.

EXHIBIT A: Management Services

Manager will provide the following list of services on a continuing basis. This list is not intended to be all-inclusive and may increase or decrease as appropriate.

Subject to the Facilities oversight and in compliance with all applicable Facilities policies and procedures, Manager shall manage the Program for the benefit of the Facilities. Management and administrative services to be provided include, but are not limited to the following services (the "Services"):

Financial:

- Establishment of internal control procedures and administrative form design for cash receipts, cash disbursements, member billing, and safeguarding of inventory and fixed assets.
- Monthly statement of operations with comparison to budget.
- Quarterly statement of operations with key operating statistics and narrative.
- Provide other reports relating to the Facilities as reasonably requested by the Owner, containing such information and in such format as requested by Owner.
- Analyze and interpret all statements and reports provided to Owner as reasonably requested.
- Preparation of year-end audit work papers.
- · Sales tax reporting.
- · Industry Benchmarking,
- · Assist Owner in containing costs of operating the Facilities.
- At Owner's request, assist in preparing operating and capital budgets for the Facilities (including revenue and expenditure projections).

Programming:

- Administration of wellness/health assessment protocols based on guidelines from the American College of Sports Medicine (ACSM).
- Provision of Medically Integrated programs and concepts in cooperation with community health care providers.
- Development and maintenance of group exercise curriculum; integral to membership
 including but not limited to fitness, yoga and aquatics group classes.
- Introduction of ancillary programming including personal training, massage therapy and other integrative therapies that support member base and client philosophies.
- Nutritional and wellness program development.
- · Development and maintenance of child programming.
- Assist Facilities in any application for and efforts to obtain and maintain any federal, state and local licenses, certifications, regulatory permits and accreditations required or desired for or in connection with the operation of the Facilities.

Equipment Procurement and Preventative Maintenance:

- · Preferred vendor development and pricing.
- Equipment maintenance procedures.
- Ensure all equipment inspections and preventive maintenance is timely performed.
- Maintain an up-to-date equipment inventory.
- · Administer product warranties.
- · Procurement, receipt, and recording of all equipment.
- · Equipment space planning.
- Provide recommendations to Owner concerning the space and all equipment and supplies to be used in the course of Facilities operations.
- Regularly inspect and evaluate all space and equipment used to provide services
 through the Facilities, to assure that the Facilities and all equipment is maintained in a
 safe condition and used in a safe and efficient manner, and promptly notify Owner if
 any part of the Facilities or any equipment is in need of repair or replacement.
- If requested, Manager shall make purchases through Owner or any Owner affiliate(s) group purchasing agreement(s).

Sales, Marketing and Customer Service:

- Member recruitment- Ongoing preparation of a sales and marketing plan; based on community and membership research profiling to target and educate area residents, students, corporations, and community about the benefits of membership at the centers.
- Oversight and execution of the marketing plan including but not limited to development of recruitment and retention advertising and website development and ongoing management.
- Customer service and member orientation training development.
- Sales presentation, tracking, and retention procedures.
- Development of internal and external collateral marketing pieces including but not limited to member handbooks, programming, center and corporate brochures and health history questionnaires.
- Provision of a centers' website to advertise and educate the community about the centers.
- Member retention Development of internal programming and other motivational opportunities for member base engagement.
- Development and administration of an electronic member survey including measurement of Net Promoter Score (NPS).
- · Conduct ongoing secret shop evaluation by third party.
- · Corporate sales programs.
- Ongoing competitive analysis.

- Develop and evaluate member satisfaction surveys and member comment card procedures, designed to evaluate the consistency and quality of all services provided through the Facilities.
- Web-based member newsletter design and management.

Environmental Services

- Maintain the Facilities in a safe and sanitary fashion.
- · Daily, weekly, and monthly maintenance checklists and duty logs.
- · Train employees on Facilities and aquatic maintenance.
- Provide workplace safety standards and building emergency procedures for all employees.
- Review and execute all long-term preventative maintenance contracts with assistance of the client.
- Administer service contracts.
- Ensure all applicable OSHA training, incident and exposure logs are maintained up to date.

Human Resources, Education, and Training

- · Implement New Hire paperwork procedures.
- Complete all required employee screenings, including health screenings and background checks.
- Ensure all new hires and employees complete all required safety training and screening, including OSHA training relating to the transmission of bloodborne pathogens.
- Administer CPR and Automated External Defibrillator training.
- Implement medical code emergency procedures.
- · Implement manager on duty (MOD) procedures.
- Support Certified Pool Operator (CPO) training for a minimum of two employees
- Employee orientation procedures and employee handbook updates.
- Employee evaluation development.
- Internal communications.
- Volunteer recruitment and retention programs.
- Intern recruitment and Center curriculum program.
- Employ, train, orient and manage all Facilities' staff.
- Employee benefits/assistance administration.
- Employee training program development.
- · Access/recommendations to continuing education programs.
- Mediate round table discussions with colleagues from all locations.
- Sexual harassment and hiring practices training.
- Maintain up-to-date employee records.

Communications & Best Practices

- Benchmarking key center operational statistics against all PWM centers.
- · Monthly PWM manager's conference calls.
- · Monthly & Quarterly owners meetings.
- Information sharing with all PWM centers and employees.
- Bi-annual centers' director and corporate meetings.
- Support of Manager of Communications and Marketing.
- · Director participation in centers operational practices and procedure committees.
- Participate, as reasonably requested, in Owner and Owner affiliate committees, programs and activities, including making all required or requested reports to the Owner's and its affiliate(s)' quality assurance and risk management programs.

Information Systems:

- Network & communications specification, procurement, and placement.
- · Server hardware specification, procurement, and placement.
- PC hardware specification, procurement and placement.
- Peripheral (Scanners, Printers, Cameras, Cash Drawers, Copy Machines), specification, procurement, and placement.
- Telecommunications specification, procurement, and placement.
- Audio Visual specification, procurement, and placement.
- · Vendor relations & negotiations.
- Disaster recovery specification and implementation.
- Supplement support / liaison of client IT staff.
- Deployment of core system applications:
 - o Membership Management
 - o Membership & Resource Scheduling
 - o Food & Beverage POS
 - o Front Desk POS
 - o Member Assessment Software
 - o Website Inquiry and Prospecting Software
 - o Employee Payroll & Health & Welfare
 - o Employee Time & Attendance
 - o Recruiting & Application Management
 - o Accounting
 - o Fixed Asset Tracking FAS
 - o POS / Integrated Credit Card Processing
 - o EFT Transmittal

- · Marketing:
 - o Domain name registration
 - o Constant contact management
 - o Membership data analysis
 - o Web site
 - o Registration
 - o Hosting
 - o Design Development
 - o Maintenance
- Deployment of power proprietary products:
 o Internet Klosk Power Net

 - o Internet Kids Net

EXHIBIT B: Management Fees

2013 - 2015

Manchester: \$1,350 monthly

Stockbridge: \$1,350 monthly

Chelsea: \$7,916 monthly/\$95,000 annually

Of the \$7,916 per month for Chelsea \$5,145 (65%) shall be payable as a base management fee. The remaining \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource stewardship (45% weight) to be measured annually upon completion of the fiscal year.
 - a. Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
- B. Member Survey (35% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) meeting or exceeding the established baseline NPS score as an average for the previous three year's (25%).
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured biannually (10%).
- C. Mission Stewardship (20%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on 5% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (5% weight)
 - b. Maintain or improve 12 month average, per member, per month visits, year over year, by Center (5% weight)
 - c. Meet annual membership goals established as part of the budget. (10% weight)

Dexter: \$7,916 monthly/\$95,000 annually.

Of the \$7,916 per month for Dexter, \$5,145 (65%) shall be payable as a base management fee. The remaining, approximately \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (25%) Meet annually budgeted operating expenses, measured at the close of each fiscal year. Operating expenses shall exclude any ancillary expenses directly associated with ancillary revenues and shall exclude any unforeseen building or building systems expense.
- B. Member Survey (35% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) of very good (55% 69%) for first Dexter baseline annual member survey and meeting or exceeding the established baseline NPS score as an average for the previous year's up to three year's NPS for subsequent annual surveys to be measured upon completion of the survey. (25%)
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured biannually (10%).
- C. Mission Stewardship (40%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on 5% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (5% weight)
 - b. Maintain or improve 12 month average, per member, per month visits, year over year, by Center (5% weight)
 For the first year of operation in Dexter the average per member per month visits shall be measured based on an average of 5 visits per member per month. Subsequent years will be measured based upon preceding year's actual averages.
 - c. Meet annual budgeted membership goals. (30% weight)

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MANAGER:

POWER WELLNESS MANAGEMENT, LLC.

By: Brian Hunse

Name: Brian Humanert Title: Vice President

and Chief Financial Officer

ADDRESS FOR NOTICE: 2055 W. Army Trail Road, Suite 124

Addison, IL 60101

OWNER:

The Chelsea - Area Wellness Foundation

By: \(\langle \) \

ADDRESS FOR NOTICE: 310 N. Main, Suite 203 Chelsea, Michigan

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment to the Management Agreement ("First Amendment") is dated March 1, 2015 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective April 1, 2013, pertaining to the operation and management of Chelsea Wellness Center.

WHEREAS, Chelsea-Area Wellness Foundation has available, a child care area at the Chelsea Wellness Center for Wellness Center members to use for child care services while they are utilizing the Chelsea Wellness Center for purposes consistent with the members' Membership Agreement, and pursuant to the Management Agreement, Manager provides oversight;

WHEREAS, Saint Joseph Mercy Chelsea ("SJMC") is a hospital that operates a Cancer Center located on the same campus as the Chelsea Wellness Center;

WHEREAS, Saint Joseph has requested that Owner permit SJMC Joseph cancer patients who are parents or guardians to use the child care area at Chelsea Wellness Center for short-term child care services for their children during those periods that SJMH patients receive cancer treatments of short duration at the Cancer Center;

WHEREAS, Owner has agreed to permit SJMC cancer patients to use the child care area at the Chelsea Wellness Center on the following terms and conditions:

1. Saint Joseph patients will be permitted to use the Chelsea Wellness Center child care area for no longer than one, two hour period per day while receiving treatment at the SJMC Cancer Center.

- 2. Any patient who uses the Chelsea Wellness Center child care area must be receiving cancer treatment services solely at the SJMC Cancer Center during the entire time the patient's child/children are in the child care area;
- 3. All patients who use the child care area at the Chelsea Wellness Center are required to leave emergency contact information for someone who can respond immediately if contacted.
- 4. SJMC patients will be permitted to use the child care area at the Chelsea Wellness Center only during those hours that the child care area at the Chelsea Wellness Center is open to members.
- 5. Owner acknowledges and agrees that Owner's agreement to allow SJMC patients to use the child care area at the Chelsea Wellness Center is outside the scope of the Management Agreement and the services Manager has agreed to provide under the Management Agreement. Owner further acknowledges and agrees that this First Amendment is not intended to expand the scope of the services Manager has agreed to provide under the Management Agreement nor to expand Manager's liabilities in any way under the Management Agreement.
- 6. Owner acknowledges and agrees that Owner shall be solely and exclusively responsive to provide and to maintain:
 - (a) insurance coverage sufficient to insure any patient and their children for injury, death or damage to property while using the child care area at the Chelsea Wellness Center;
 - (b) insurance coverage sufficient to insure Manager and Manager's employees, vendors, contractors and owners in connection with all risk of loss, damage and injury to Manager

and Manager's employees, vendors, contractors and owners arising out of SJMC patients' use of the child care area at the Chelsea Wellness Center;

(c) such other insurance for protection of Manger, its employees, vendors, contractors and owners against all claims, liabilities and losses arising from the operation of the Chelsea Wellness Center and the child care area at the Chelsea Wellness Center in connection with its use by patients of SJMC.

All policies evidencing the insurance coverage required herein shall name Owner as the primary insured and shall name Manager as an additional insured by endorsement.

- 7. Owner agrees to defend, indemnify and hold Manger, including Manager's employees, contractors, vendors and owners harmless, including all of Manager's costs and attorneys' fees, from any demands, claims or causes of action arising out of any Saint Joseph patients' presence at or use of the Chelsea Wellness Center in general and the child care area in particular.
- 8. All SJMC patients who intend to leave their children in the child care area at the Chelsea Wellness Center will be required to execute a Terms of Use Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By: Name: Brian Hummert

Title: Vice President and Chief Financial Officer

ADDRESS FOR NOTICE;

2055 W. Army Trail Road, Suite 124

Addison, IL 60101

OWNER:

The Chelsea-Area Wellness Foundation

Name: Amy Heydlauff

Title: Executive Director

ADDRESS FOR NOTICE: 310 N. Main, Suite 203 Chelsea, MI 48118

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement ("Second Amendment") is dated March 1, 2015 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective April 1, 2013 and amended on February 26, 2015, pertaining to the operation and management of Chelsea Wellness Center. The current amendment extends the Management Agreement through March 31, 2016.

WHEREAS, Chelsen-Area Wellness Foundation has available, a child care area at the Chelsea Wellness Center for Wellness Center members to use for child care services while they are utilizing the Chelsea Wellness Center for purposes consistent with the members' Membership Agreement, and pursuant to the Management Agreement, Manager provides oversight;

WHEREAS, Saint Joseph Mercy Chelsea ("SJMC") is a hospital that operates a Cancer Center located on the same campus as the Chelsea Wellness Center;

WHEREAS, Saint Joseph has requested that Owner permit SJMC Joseph cancer patients who are parents or guardians to use the child care area at Chelsea Wellness Center for short-term child care services for their children during those periods that SJMH patients receive cancer treatments of short duration at the Cancer Center;

WHEREAS, Owner has agreed to permit SJMC cancer patients to use the child care area at the Chelsea Wellness Center on the following terms and conditions:

- 1. Saint Joseph patients will be permitted to use the Chelsea Wellness Center child care area for no longer than one, two hour period per day while receiving treatment at the SJMC Cancer Center.
- 2. Any patient who uses the Chelsea Wellness Center child care area must be receiving cancer treatment services solely at the SJMC Cancer Center during the entire time the patient's child/children are in the child care area;
- 3. All patients who use the child care area at the Chelsea Wellness Center are required to leave emergency contact information for someone who can respond immediately if contacted.
- 4. SJMC patients will be permitted to use the child care area at the Chelsea Wellness Center only during those hours that the child care area at the Chelsea Wellness Center is open to members.
- 5. Owner acknowledges and agrees that Owner's agreement to allow SJMC patients to use the child care area at the Chelsea Wellness Center is outside the scope of the Management Agreement and the services Manager has agreed to provide under the Management Agreement. Owner further acknowledges and agrees that this Second Amendment is not intended to expand the scope of the services Manager has agreed to provide under the Management Agreement nor to expand Manager's liabilities in any way under the Management Agreement.

- 6. Owner acknowledges and agrees that Owner shall be solely and exclusively responsive to provide and to maintain:
 - (a) insurance coverage sufficient to insure any patient and their children for injury, death or damage to property while using the child care area at the Chelsea Wellness Center;
 - (b) insurance coverage sufficient to insure Manager and Manager's employees, vendors, contractors and owners in connection with all risk of loss, damage and injury to Manager and Manager's employees, vendors, contractors and owners arising out of SJMC patients' use of the child care area at the Chelsea Wellness Center;
 - (c) such other insurance for protection of Manger, its employees, vendors, contractors and owners against all claims, liabilities and losses arising from the operation of the Chelsea Wellness Center and the child care area at the Chelsea Wellness Center in connection with its use by patients of SJMC.

All policies evidencing the insurance coverage required herein shall name Owner as the primary insured and shall name Manager as an additional insured by endorsement.

- 7. Owner agrees to defend, indemnify and hold Manger, including Manager's employees, contractors, vendors and owners harmless, including all of Manager's costs and attorneys' fees, from any demands, claims or causes of action arising out of any Saint Joseph patients' presence at or use of the Chelsea Wellness Center in general and the child care area in particular.
- 8. All SJMC patients who intend to leave their children in the child care area at the Chelsea Wellness Center will be required to execute a Terms of Use Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By:

Name: Brian Hummert

Title: Vice President and Chief Financial Officer

ADDRESS FOR NOTICE; 2055 W. Army Trail Road, Suite 124 Addison, IL 60101 OWNER:

The Chelsen-Area Wellness Foundation

Amy Heydlauff \(\frac{1}{2}\)
Executive Director \(\frac{1}{2}\)

ADDRESS FOR NOTICE: 310 N. Main, Suite 203 Chelsea, MI 48118

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

This Third Amendment to the Management Agreement ("Third Amendment") is dated January 1, 2018 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment") and amended again on January 31, 2017 ("Second Amendment"), pertaining to the operation and management of Chelsea Wellness Center. The Second Amendment extends the Management Agreement through December 31, 2017.

WHEREAS, Manager and the Owner desire to extend the Term of the Management Agreement to December 31, 2022.

WHEREAS, Manager and Owner have agreed to make certain amendments to the terms and provisions of the Management Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First and Second Amendments and in this Amendment, to the extent it amends the Management Agreement as set forth herein, the Manager and Owner agree as follows:

RECITALS: Recital A in the Management Agreement is deleted and is replaced with the following Recital A:

Owner is a nonprofit charitable institution that owns Chelsea Wellness Center, Manchester Wellness Center, Stockbridge Wellness Center and Dexter Wellness Center located in Michigan (each a "Center" or "Facility", and collectively, the "Facilities" or the "Centers"). The mission of the Foundation is to cultivate improvements in personal and community wellness for the populations geographically located in the school districts of Chelsea, Dexter, Grass Lake, Manchester, and Stockbridge, Michigan (the "Service Area") through stewardship of its resources, innovative and collaborative grants, and engagement of the community residents in the pursuit of healthy life choices (the "Mission"). Providing community health and wellness centers to the general public, including the Centers covered by this Agreement, is one way the Foundation fulfills its charitable mission.

Article 1: The language in the first sentence is deleted and is replaced with the following language:

Owner retains Manager as the manager for the Centers and Manager accepts such appointment on the terms and conditions set forth below.

Article 2, Section 1(a): The first sentence is deleted and is replaced with the following language:

This Agreement commences on January 1, 2018 and shall continue for five years or until December 31, 2022 (the Term).

Article 2, Section 2.1(d) is deleted and is replaced with the following

Manager shall engage all such personnel as may be reasonably necessary and appropriate for the timely and efficient provision of the Services. All employees of the medically integrated wellness centers will be employees of Manager. Owner retains the right to increase or decrease the human resource budget for individuals providing wellness or administrative services. Manager, as an independent contractor, retains all the rights and privileges of an employer as to Manager's personnel including, but not limited to, the right to hire, direct, discipline, compensate, and terminate its employees assigned to Facilities. Manager shall be solely responsible for all aspects relating to the recruitment, employment, labor law compliance, compensation of (including the payment rate and benefits, and the withholding, reporting and payment of all payroll taxes and other withholdings) with respect to all such personnel. Owner will reimburse Manager for the Centers' payroll cost as detailed in a written invoice, monthly on the 10th day of each month for the total aggregate compensation (including performance bonuses) for the current month, which includes allocations and amounts for fringe benefits, manager's general liability, worker compensation insurance, property insurance (including fire, extended coverage and business interruption), professional liability, employment practices

liability, and crime and fidelity insurance for acts of dishonest employees and others (see also Section 6).

Owner will reimburse Manager for the direct costs for any employees of Manager working on matters directly related to operation of the medically integrated wellness centers, together with third party payroll processing charges and any general expenses, at cost, an estimate of which must be provided to and approved in writing by Owner prior to commencement of the work. Owner will reimburse manager at the rate of \$.25 per member per month for estimated costs relating to Cyber Liability, HIPAA training and HIPAA compliance. Manager shall provide Owner a reconciliation of such costs on an annual basis and will true the estimated costs to actual, not to exceed \$4 per member annually.

Article 2, Section 2.1(e) is deleted and is replaced with the following language:

Manager shall insure that all of the Manager's employees, are competent credential/licensed staff, where licensing or specific credentials are required who will attend ongoing education classes and keep their licenses current.

Article 5, Section 5.1 (c) is deleted and is amended as follows:

(c) the performance by Manager of other obligations. Manager shall notify Owner, at least five (5) business days in advance, of the need for any such working capital funds if sufficient funds are unavailable in the Operating Accounts.

Exhibit A to the Management Agreement is amended as follows:

Sales, Marketing and Customer Service (p. A-3), "Corporate sales programs" is changed to Corporate membership programs and "Ongoing competitive analysis" is deleted. The following services are added:

- Implementation and administration of CRM system (Power Force) for sales and ROI Tracking
- Track, manage and provide support to all center social media channels
- Provide digital (website and social media) data and reporting analytics on a monthly basis

*Under Human Resources, Education and Training (p.A-4), "Volunteer recruitment and retention programs" are deleted.

Exhibit B Management Fees is deleted and replaced with the Exhibit B Management Fees attached.

EXHIBIT B: Management Fees

2018-2022

Manchester and Stockbridge: \$1,350 each monthly

Chelsea and Dexter: \$7,916 each monthly/\$95,000 each annually

Of the \$7,916 per month for Chelsea and Dexter \$5,145 (65%) shall be payable as a base management fee. The remaining \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (35% weight) to be measured annually upon completion of the fiscal year.
 - a. Chelsea: Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
 - b. Dexter: Meet annually budgeted expenses, measured at the close of each fiscal year.
- B. Member Survey (30% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) meeting or exceeding the established baseline NPS score as an average for the previous three years (20%).
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured bi-annually (10%).
- C. Mission Stewardship (35%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on greater than 10% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (10% weight)
 - b. Maintain or improve 12-month average, per member, per month visits, year over year. (5% weight)
 - c. Meet annual member goals established as part of the budget. (20% weight)

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By: Name: Brian Hummert

Title: President

ADDRESS FOR NOTICE: 851 Oak Creek Drive Lombard, Il 60148

OWNER:

THE CHELSEA-AREA WELLNESS FOUNDATION

Name: Amy Heydlauff

Title: Chief Executive Officer

ADDRESS FOR NOTICE: 310 N. Main Street, Suite 203

Chelsea, MI 48118

Nume: Scott Broshar Title: Treasurer

FORTH AMENDMENT TO MANAGEMENT AGREEMENT

This Forth Amendment to the Management Agreement ("Forth Amendment") is dated April 1, 2020 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment") and amended again on January 31, 2017 ("Second Amendment"), and amended a third time on January 1, 2018 pertaining to the operation and management of Owner's Wellness Centers.

WHEREAS, Manager and Owner have agreed to make certain amendments to the terms and provisions of the Management Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First, Second and Third Amendments and in this Amendment, to the extent it amends the Management Agreement as set forth herein, the Manager and Owner agree as follows:

RECITALS: Recital A in the Management Agreement is deleted and is replaced with the following Recital A:

Owner is a nonprofit charitable institution that owns Chelsea Wellness Center, Stockbridge Wellness Center and Dexter Wellness Center located in Michigan (each a "Center" or "Facility", and collectively, the "Facilities" or the "Centers"). The mission of the Foundation is to cultivate improvements in personal and community wellness for the populations geographically located in the school districts of Chelsea, Dexter, Grass Lake, Manchester, and Stockbridge, Michigan (the "Service Area") through stewardship of its

resources, innovative and collaborative grants, and engagement of the community residents in the pursuit of healthy life choices (the "Mission"). Providing community health and wellness centers to the general public, including the Centers covered by this Agreement, is one way the Foundation fulfills its charitable mission.

Exhibit B Management Fees is deleted and replaced with the Exhibit B Management Fees attached.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By: Name: Brian Hummert

Title: President

ADDRESS FOR NOTICE: 851 Oak Creek Drive

Lombard, Il 60148

OWNER:

THE CHELSEA-AREA WELLNESS FOUNDATION

Name: Amy Heydlauff

Title: Chief Executive Officer

ADDRESS FOR NOTICE: 310 N. Main Street, Suite 203

Chelsea, MI 48118

EXHIBIT B: Management Fees

2018-2022

Stockbridge: \$1,350 monthly

Chelsea and Dexter: \$7,916 each monthly/\$95,000 each annually

Of the \$7,916 per month for Chelsea and Dexter \$5,145 (65%) shall be payable as a base management fee. The remaining \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (35% weight) to be measured annually upon completion of the fiscal year.
 - a. Chelsea: Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
 - b. Dexter: Meet annually budgeted expenses, measured at the close of each fiscal year.
- B. Member Survey (30% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) meeting or exceeding the established baseline NPS score as an average for the previous three years (20%).
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured bi-annually (10%).
- C. Mission Stewardship (35%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on greater than 10% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (10% weight)
 - b. Maintain or improve 12-month average, per member, per month visits, year over year. (5% weight)
 - c. Meet annual member goals established as part of the budget, (20% weight)

FIFTH AMENDMENT TO MANAGEMENT AGREEMENT

This Fifth Amendment to the Management Agreement ("Fifth Amendment") is dated January 1, 2023, by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment"), amended again on January 31, 2017 ("Second Amendment"), pertaining to the operation and management of Chelsea Wellness Center and amended again on January 1, 2018 ("Third Amendment") extending the Management Agreement through December 31, 2022. A Fourth Amendment was executed on April 1, 2020 clarifying language in the original Management Agreement.

WHEREAS, Manager and the Owner desire to extend the Term of the Management Agreement to December 31, 2024.

WHEREAS, Manager and Owner have agreed to make certain amendments to the terms and provisions of the Management Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First, Second, Third and Fourth Amendments and in this Amendment, to the extent it amends the Management Agreement as set forth in prior amendments and herein, the Manager and Owner agree as follows:

Exhibit B Management Fees is deleted and replaced with the Exhibit B Management Fees attached.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date

By:

first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

Name: Brian Hummert

Title: President

ADDRESS FOR NOTICE: 851 Oak Creek Drive Lombard, II 60148

OWNER:

THE CHELSEA-AREA WELLNESS FOUNDATION

Name: Stephen Petty

Title: Chief Executive Officer

ADDRESS FOR NOTICE: 14800 E. Old US Hwy 12, Chelsea, MI 48118

EXHIBIT B: Management Fees

<u>2023-2025</u>

Stockbridge: \$1,350 each monthly

Chelsea and Dexter: \$7,916 each monthly/\$95,000 each annually

Of the \$7,916 per month for Chelsea and Dexter \$5,541 (70%) shall be payable as a base management fee. The remaining \$2,375 per month (or \$28,500 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (35% weight) to be measured annually upon completion of the fiscal year.
 - a. Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
 - b. Meet annually budgeted expenses, measured at the close of each fiscal year. Unfavorable expense variances as a result of favorable variances in revenue producing services such as personal training and massage are excluded.
- B. Member Survey (30% weight) measured annually
 Achieving a Net Promoter Score (NPS) of Excellent (70% to 84%) or greater.
- C. Member Goals (35%) to be measured annually upon completion of the fiscal year.
 - a. Meet net annual member goals established as part of the budget (30%).
 - b. Maintain or improve 12-month average, per member, per month visits, year over year (5%)

SIXTH AMENDMENT TO MANAGEMENT AGREEMENT

This Sixth Amendment to the Management Agreement ("Sixth Amendment") is dated January 3, 2024 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment") second amended on January 31, 2017 ("Second Amendment"), pertaining to the operation and management of Chelsea Area Wellness Foundation Centers third, amended on January 1, 2018 extending the term of the Agreement, fourth amended on April 1, 2020 clarifying language in the original Management Agreement and fifth amended on January 1, 2023 extending the term of the Management Agreement and updating the Management Fees.

WHEREAS, Owner has requested that Manager develop, staff and provide, using Manager's employees, various group exercise classes, including but not limited to on-site mind body classes at the Dexter Senior Center and classes, activities, memberships and programs at local parks, on properties outside the fitness centers and at school facilities for adults and youth between the ages of 13-17 ("Off-Site Programs").

WHEREAS, Manager has agreed, in accordance with the standards in the Management Agreement, to develop, staff and provide, using Manager's employees, Off-Site Programs for adults and youths between the ages of 13-17, subject to the compensation and

expense reimbursement terms and conditions as set forth in the Management Agreement, as amended, applicable to Manager's employees providing services to and on behalf of Owner under the Management Agreement as amended;

WHEREAS, Owner further acknowledges and agrees that this Sixth Amendment is not intended to expand the scope of the services Manager has agreed to provide under the Management Agreement, as amended, nor to expand Manager's liabilities in any way under the Management Agreement as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First, Second, Third, Fourth, and Fifth Amendments and in this Sixth Amendment, to the extent it amends the Management Agreement as set forth herein, the Manager and Owner agree as follows:

- 1. Owner agrees to pay Manager's employees, for any and all Off-Site Programs, at the rates delineated in the most recent fiscal year budget, including burden, and will be expensed in the respective Center budget. Manager, as requested by Owner will assist in the billing process for such services, as requested, and related revenue will be reflected in the same Center budget unless otherwise directed by Owner.
- 2. Owner and Manager acknowledge that the parties' current Management Agreement contemplates insurance and indemnification obligations of the parties while the management services are being performed at Owner's Fitness Center covered by the Management Agreement but not the Off-Site Programs contemplated within this Amendment.
- 3. The parties further agree that Section 7 of the Management Agreement is amended as follows:

(a)(1) Owner agrees

- (i) to indemnify and hold Manager harmless from any loss, damage or expense incurred by Manager as the result of injury to persons or property in and about the Facilities or elsewhere while Manager is carrying out its obligations under this Agreement or providing Off-Site Programs;
- (ii) to reimburse Manager for any expenses Manager incurs in defense of any proceeding against Manager or Owner, jointly or severally, by any third party arising from or due to the condition or use of the Facilities, or elsewhere while Manager is providing Off-Site Programs or due to any act or omission of Owner, or any contract pertaining to the Facilities, the Dexter Senior Center or any other location where Off-Site Programs are provided; and
- (iii) to defend promptly and diligently, at Owner's expense, any proceeding brought against Manager or Owner, jointly or severally, arising out of this Agreement, and to hold harmless and indemnify Manager from any judgment, loss or settlement on account thereof subject to Owner's right to raise in any such proceeding the Michigan 3-year statute of limitations applicable to personal injuries.

However, Owner shall have no obligation to indemnify Manager against loss, damage or expense suffered by Manager as a result of Manager's negligence, willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority under this Agreement.

(a)(2) Manager agrees

(i) to indemnify and hold Owner harmless from and against any loss, damage and expense incurred by Owner as a result of Manager's negligence, willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority under this Agreement;

and,

(ii) to defend promptly and diligently, at Manager's expense, any proceeding

brought against Owner or Manager, jointly or severally, arising from Manager's negligence, willful

misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority

under this Agreement.

It is expressly understood and agreed that the provisions of this Section shall 4.

survive the termination or expiration of this Agreement.

Owner further agrees that Owner's insurance obligations under Section 6 of the 5.

Management Agreement, as amended, also shall apply to all Off-Site Programs under this Sixth

Amendment.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the

date first written above.

MANAGER:

OWNER:

POWER WELLNESS

MANAGEMENT, LLC

Name: Brian Hummert

Title: President

By:

Name: Steve Petty

FOUNDATION

THE CHELSEA-AREA WELLNESS

Title: Chief Executive Officer

ADDRESS FOR NOTICE:

851 Oak Creek Drive

Lombard, Il 60148

ADDRESS FOR NOTICE: 14800 E. Old US Hwy 12

Chelsea, MI 48118

EXHIBIT C EXAMPLE INCOME STATEMENT

[TO BE INSERTED]

Example Income Statement: Exhibit C

Dexter Wellness Center Income Statement For the 11 Months Ending February 29, 2024

| | Period To Date | PTD Budget | <u>Variance</u> | <u>Last Year</u> | Year To Date | YTD Budget | <u>Variance</u> | Last Year |
|--|------------------|----------------|------------------|------------------|---------------------------------------|--------------------|--------------------|--------------------|
| Members: | | | | | | | | |
| New | 97 | 108 | -10% | 124 | 976 | 1,349 | -28% | 1,338 |
| Net New & Reactivated Bridge/Freezes | (36) | 0 | 0% | (43) | (148) | 0 | 0% | (81) |
| Cancelled | 54 | 78 | 31% | 66 | 774 | 863 | 10% | 682 |
| Net | 7 | 30 | -77% | 15 | 54 | 486 | -89% | 575 |
| Total Members | 2,747 | 3,162 | -13% | 2,640 | 2,747 | 3,162 | -13% | 2,640 |
| Revenues | | | | | | | | |
| Rental & Other: | | | | | | | | |
| Conference Room & Other Rental | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$150 150 |
| Member Services: | | | | | | | | |
| Membership Dues | 158,322 | 187,901 | (29,579) | 150,781 | 1,675,235 | 1,864,519 | (189,284) | 1,455,475 |
| Guest Fees | 1,018 | 2,481 | (1,463) | 1,685 | 28,669 | 25,866 | 2,803 | 19,445 |
| Card Replacement Fees | 0 | 15 | (15) | 10 | 20 | 165 | (145) | 45 |
| | 159,340 | 190,397 | (31,057) | 152,476 | 1,703,924 | 1,890,550 | (186,626) | 1,474,965 |
| Fitness: | = | | 4.50 | • | 52.054 | 22.224 | 20.502 | 0.5 |
| Enrollment Fees/Health Assessments Community Education Programs | 7,204 4,449 | 2,597 1,000 | 4,607 3,449 | 200 1,353 | 63,054 25,538 | 32,381 11,000 | 30,673 14,538 | 976 12,828 |
| Community Education Frograms | 11,652 | 3,597 | 8,055 | 1,553 | 88,592 | 43,381 | 45,211 | 13,804 |
| Ancillary: | • | | | | | | | |
| Anciliary: Group Exercise/Aerobics | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 440 |
| Swim Programs | 642 | 1,730 | (1,088) | 2,061 | 24,465 | 16,326 | 8,139 | 9,293 |
| General Medical Integration | 1,499 | 1,650 | (151) | 447 | 9,042 | 11,550 | (2,508) | 6,049 |
| Café | 1,921 | 1,107 | 814 | 1,192 | 16,734 | 10,981 | 5,753 | 9,500 |
| Pro Shop | 477 | 1,107 | (630) | 1,575 | 11,104 | 10,981 | 123 | 10,661 |
| Personal Training | 6,174 | 7,860 | (1,686) | 6,283 | 67,424 | 64,452 | 2,972 | 55,226 |
| Pilates Spa/Massage | 418 3,618 | 360 5,796 | 58 (2,178) | 0 4,999 | 5,654 47,357 | 3,960 53,452 | 1,694 (6,095) | 6,001 47,407 |
| Children's Area | 1,807 | 1,625 | 182 | 1,360 | 17,934 | 15,775 | 2,159 | 9,841 |
| | 16,556 | 21,235 | (4,679) | 17,956 | 199,716 | 187,477 | 12,239 | 154,419 |
| Total Revenue | 187,549 | 215,229 | (27,680) | 171,984 | 1,992,232 | 2,121,408 | (129,176) | 1,643,338 |
| Expenses | | | | | | | | |
| Salaries & Burden | 117,352 | 132,729 | 15,377 | 130,003 | 1,230,679 | 1,436,243 | 205,564 | 1,228,172 |
| Other Employee Expenses | 1,829 | 3,226 | 1,397 | 2,312 | 31,039 | 35,486 | 4,447 | 31,486 |
| General Supplies & Services | 537 | 862 | 325 | 308 | 6,797 | 9,482 | 2,685 | 6,754 |
| Environmental Supplies Cost of Goods Sold | 3,073 1,160 | 4,735 1,229 | 1,662 69 | 3,717 1,200 | 53,471 16,296 | 52,085 12,186 | (1,386) (4,110) | 45,349 10,541 |
| Minor Equipment | 703 | 660 | (43) | 286 | 6,776 | 7,260 | 484 | 2,715 |
| Repairs & Maintenance | 2,349 | 3,550 | 1,201 | 4,700 | 23,369 | 39,050 | 15,681 | 35,174 |
| Service Contracts & Licenses | 11,295 | 13,664 | 2,369 | 11,848 | 145,261 | 150,304 | 5,043 | 118,628 |
| Marketing & Collateral | 8,191 | 9,722 | 1,531 | 9,218 | 84,590 | 106,942 | 22,352 | 96,606 |
| Utilities | 21,265 | 20,950 | (315) | 18,577 | 231,204 | 230,450 | (754) | 220,615 |
| Bank Fees & Miscellaneous Other Taxes & Fees | 3,403 900 | 7,613 165 | 4,210 (735) | 2,969 850 | 65,700 2,150 | 76,358 1,815 | 10,659 (335) | 56,077 850 |
| Total Expenses | 172,057 | 199,105 | 27,048 | 185,987 | 1,897,332 | 2,157,661 | 260,329 | 1,852,965 |
| Net Operating Income | 15,492 | 16,124 | (632) | (14,003) | 94,900 | (36,253) | 131,153 | (209,627) |
| Management Fees | 7,916 | 7,917 | 1 | 7,917 | 87,076 | 87,087 | 11 | 87,087 |
| Depreciation and Amortization | 11,000 | 11,000 | 0 | 16,000 | 121,000 | 121,000 | 0 | 131,000 |
| Allocated CAM | 65,201 | 65,201 | 0 | 65,201 | 717,211 | 717,211 | 0 | 717,211 |
| Net Income (Loss) | (\$68,625) | (\$67,994) | (\$631) | (\$103,121) | (\$830,387) | (\$961,551) | \$131,164 | (\$1,144,525) |
| | | | | | | | | |
| Ancillary Services Net Income (Loss) | (0051) | 637 | (6077) | 6220 | Ø5 111 | (6007) | 66 100 | ¢2 107 |
| Swim Programs (Net) Café (Net) | (\$951) \$906 | \$26 \$372 | (\$977) \$534 | \$239 \$769 | \$5,111 \$6,590 | (\$997) \$3,580 | \$6,108 \$3,010 | \$2,187 \$3,313 |
| Cate (Net) Pro Shop (Net) | \$906 \$107 | \$372 \$419 | \$534 (\$312) | \$/69 \$605 | \$6,590 \$3,413 | \$3,580 \$4,062 | \$3,010 (\$649) | \$3,313 \$4,110 |
| Personal Training (Net) | \$3,097 | \$3,841 | (\$744) | \$4,173 | \$34,652 | \$30,911 | \$3,741 | \$30,600 |
| Pilates (Net) | \$3,077 | \$91 | \$232 | (\$399) | \$2,220 | \$1,001 | \$1,219 | \$2,424 |
| Massage/Spa (Net) | \$2,532 | \$2,011 | \$521 | \$2,307 | \$20,924 | \$17,893 | \$3,031 | \$20,274 |
| Children's Area (Net) | (\$3,849) | (\$5,375) | \$1,526 | (\$1,989) | (\$34,079) | (\$61,225) | \$27,146 | (\$22,221) |
| Total Ancillary Services Net Income (Loss) | \$2,165 | \$1,385 | \$780 | \$5,705 | \$38,831 | (\$4,775) | \$43,606 | \$40,688 |
| | | | | | · · · · · · · · · · · · · · · · · · · | | | |

EXHIBIT C <u>LETTER OF INTENT FOR COLLABORATION BETWEEN 5 HEALTH TOWNS</u> <u>FOUNDATION AND DEXTER SENIOR CENTER</u>

To be attached.

Anne Wiliams
Executive Director
Dexter Senior Center

Dear Anne,

Subject: Letter of Intent for Collaboration between 5 Healthy Towns Foundation and Dexter Senior Center

We are pleased to extend this Letter of Intent (LOI) as a preliminary step towards establishing a collaborative partnership between 5 Healthy Towns Foundation (5HF) and Dexter Senior Center (DSC). The purpose of this LOI is to outline key areas of cooperation and address specific considerations for the proposed occupancy/lease of a designated space within the Dexter Wellness Center for the Dexter Senior Center.

1. Ownership/Lease Agreement:

a. Dexter Community Schools is purchasing the Dexter Wellness Center. A closing date in late April is anticipated. Dexter Senior Center shall secure a lease agreement with the appropriate school authorities prior to occupying the designated space within the Dexter Wellness Center.

2. Management Agreement:

- a. This LOI is provided with the understanding that a lease agreement will be in place with Dexter Community Schools and Dexter Senior Center and that the terms of agreement should continue through the term of the Management Agreement between Dexter Community Schools and 5 Healthy Towns.
- b. This Letter of Intent is intended to serve as a preliminary understanding of the proposed collaboration between 5HF and DSC and is subject to change.

3. Painting

- a. Color choice(s) for any painting project within the designated space that will be leased by the Dexter Senior Center shall be within the original center color scheme and palette of the building and subject to approval by Bob McLain, designated representative of 5HF.
- b. Prior to commencement of any painting work, the vendor shall submit a detailed proposal and scope of work to Bob McLain and Angela Sargeant, with a copy to Sharon Raschke and Steve Petty.
- c. Upon completion of the painting project, the work shall be inspected by Bob McLain. Any punch list items shall be completed by the vendor.
- d. The cost of the painting project is the obligation of the Dexter Senior Center.

4. Class Scheduling/Use of Space:

- a. Classes conducted by Wellness Center instructors may be scheduled and held in the Conference Room, while all other Senior Center classes and programs shall utilize the dedicated space leased to the Dexter Senior Center.
- b. Programming to take place in the Conference Room must be scheduled and approved in advance by Angela Sargeant.
- c. Other use of space beyond the registration check-in desk are accessible to Dexter Wellness Center members only.

d. No organized Senior Center programs or activities may take place in the Wellness Center lobby area.

5. Cleaning:

a. The responsibility for cleaning the leased space within the Dexter Senior Center shall be the responsibility of the Dexter Senior Center. While the Wellness Center Custodial Team does not provide cleaning services to that space, we acknowledge the need to ensure proper maintenance of the space. If the Dexter Senior Center would like to explore the feasibility of engaging Power Wellness for cleaning services, incremental costs shall be billed to DSC on a monthly basis.

6. Vendor/contractor insurance:

- a. Any contractor or vendor working in the Wellness Center (including the space leased to DSC) must provide proof of professional liability insurance. A copy of the certificate naming 5 Healthy Towns Foundation as an Additional Insured is required to be submitted to Steve Petty prior to any work being completed.
- b. Contractors and vendors are expected to provide services during regular Wellness Center operating hours.
- c. All senior center activities (and DSC staff use of the space) should take place during regularly scheduled center hours.

We look forward to further discussions and the opportunity to work together for the benefit of our community. Please do not hesitate to reach out should you have any questions or require additional information.

Sincerely,

Accepted on behalf of Dexter Senior Center:

Steve Petty CEO

5 Healthy Towns Foundation

Print Name: TAMES CA

Date: 4-25-24

MANAGEMENT AGREEMENT (Wellness Center)

This MANAGEMENT AGREEMENT ("<u>Agreement</u>") is made this <u>26</u> day of <u>April</u>, 2024 ("<u>Effective Date</u>"), by and between DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district, whose address is 2704 Baker Rd, Dexter, Michigan 48130 (the "<u>School District</u>"), and CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation, whose address is 14800 E. Old US Hwy 12, Chelsea, MI 48118 (the "<u>Foundation</u>").

WHEREAS, pursuant to a Purchase Agreement of even date herewith, 2024, School District purchased from Foundation that certain real property comprising of Unit 1 in the Dexter Town Center Condominium located in the City of Dexter, Washtenaw County, Michigan, commonly known as 2810 Baker Road, Dexter, Michigan 48130 (the "Purchase") and more particularly described on Exhibit A attached hereto (the "Real Property");

WHEREAS, prior to the Purchase, Foundation operated a wellness center at the Real Property that Dexter Wellness Center supports the health and fitness needs of the community by providing a high-quality facility, professional staff, and programs in a unique, supportive environment ("Wellness Center").

WHEREAS, Foundation entered into a MANAGEMENT AGREEMENT effective December 10, 2014 with POWER WELLNESS MANAGEMENT, LLC, an Illinois limited liability company ("Power Wellness"). The Management Agreement was subsequently amended on March 1, 2015, January 31, 2017, January 1, 2018, April 1, 2020, January 1, 2023, and January 3, 2024. The Management Agreement is attached hereto as Exhibit B (collectively, the "Sub-Management Agreement"). All capitalized terms used, but not defined herein, shall have the meaning ascribed in the Management Agreement.

WHEREAS, School District requested and Foundation agreed to manage the Wellness Center after the Purchase under the terms and conditions set forth herein.

- **NOW, THEREFORE**, for and in consideration of one (\$1.00) dollar and the mutual covenants and agreements set forth in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:
- 1. <u>Recitals</u>. The Recitals are incorporated into and form a part of the contractual provisions of this Agreement.
- 2. <u>Management Agreement Certification</u>. Attached as Exhibit B is a true and complete copy of the Sub-Management Agreement, all subsequent amendments and said Sub-Management Agreement has not been amended, rescinded, modified, subject to any oral or written modification, and remains in full force and effect as of the date hereof, and the Manager has not assigned or delegated any of its duties under the Sub-Management Agreement.
 - 3. Term. The "Term" shall be from the Effective Date through March 31, 2025.

- 4. <u>Appointment</u>. School District hereby retains and appoints Foundation as the manager of the Wellness Center for the Term and Foundation accepts such appointment on the terms and conditions set forth herein.
- 5. <u>Management</u>. Foundation shall provide all services, duties, and responsibilities for the general administration and day-to-day operation of the Wellness Center, including, but not limited to management, administrative, operation, maintenance, and professional services necessary for the uninterrupted and continuous operations of the Wellness Center consistent with past practices. All acts by Foundation pursuant to the terms of this Agreement shall be for the account and benefit of School District and at School District's expense, except as set forth in this agreement and as such acts which are a breach or outside the scope of Foundation's authority under this Agreement or which constitute negligence or willful misconduct.
- 6. <u>Incorporation of Sub-Management Agreement.</u> In satisfaction of its duties and obligations, Foundation shall continue in its role as "Owner" for the oversight of Power Wellness as the "Manager" under the Sub-Management Agreement. The terms and conditions of the Sub-Management Agreement are expressly incorporated by reference as if fully set forth herein. Notwithstanding Foundation's delegation of its duties to Power Wellness, Foundation shall remain directly, primarily, and fully responsible to School District for the obligations of Owner and Manager under Sub-Management Agreement. School District has no obligations other than what is expressly set forth as set forth in this Agreement. Foundation will manage day-to-day direction of Sub-Management Agreement and all communication to Power Wellness shall be exclusively through the Foundation.
- 7. <u>Independent Use</u>. The School District shall be permitted to use the Wellness Center for School District sponsored activities outside of the Wellness Center's normal operating hours ("Independent Use"). The School District shall be exclusively liable for its Independent Use.
- Maintenance and Repair of the Property. In addition to the maintenance and repair obligations set forth in the Sub-Management Agreement, Foundation, as an expense of the Wellness Center and consistent with past practice and approved budgetary guidelines, maintain the Wellness Center in good condition according to comparable properties in the immediate market area surrounding the Wellness Center, and, in any event, in accordance with the standards and conditions reasonably specified by School District from time to time. Subject to the terms of the Dexter Town Center Condominium, Maintenance and repair items shall include, but, shall not be limited to, interior and exterior janitorial services, repairs and alterations to existing improvements (excluding any condominium common areas), plumbing, electrical systems, painting, carpentry, maintenance and repair of mechanical systems and such other maintenance and repair work as is reasonably necessary. Foundation's responsibilities shall not include the structural integrity of the Facilities or defects in design, materials or workmanship in the construction of the Wellness Center. Foundation shall periodically review with School District all expenses and any reserves therefor, and other services rendered in connection with the Wellness Center. Notwithstanding anything in this Agreement to the contrary, emergency repairs and/or other expenditures deemed immediately necessary by Foundation for the preservation and safety of the Wellness Center and its members, guests, or tenants or other persons, or to avoid the suspension of any service to the Wellness Center may be made by Foundation without the approval of School District if, under the circumstances,

School District cannot be notified in a reasonable manner before the required emergency repairs and/or expenditures must be made.

- 9. <u>Maintenance of Equipment</u>. All equipment, furniture, fixtures, machinery, appliances, and all other personal property used in the operations of the Wellness Center owned by School District shall be maintained by Foundation, on behalf of School District, in good operating condition and repair. Foundation shall expend funds derived from the operation of the Wellness Center as is necessary to maintain the equipment. Subject to the Foundation's maintenance obligations, the School District shall be responsible for funding the replacement of equipment, furniture, fixtures, machinery, and appliances used in the operations of the Wellness Center which it approves, consistent with past practices under the Sub-Management Agreement.
- 10. Accounting and Reporting. In addition to the accounting obligations set forth in the Sub-Management Agreement, Foundation shall maintain, on behalf of School District, all accounting and bookkeeping systems and records which are customarily kept by a business of this nature. Foundation shall cooperate at all times fully and completely with any and all reasonable requests for reports and accounting for the business, as well as School District, and shall provide all information necessary and/or requested by School District for keeping and maintaining the books of account and records of the activities of the Wellness Center, fully correct, accurate, independent of other facilities managed or owned by Foundation, and consistent with the directions given by the accountants and bookkeeping agents for the Wellness Center. Foundation shall require Power Wellness to separately prepare the financial reports set forth in Sub-Management Exhibit A for the Wellness Center independent of other Facilities managed by Power Wellness ("Reports"). The Reports that are prepared on a monthly basis shall be delivered to the School District no later than the 15th day of each month in an electronic format. The parties shall work in good faith to allocate shared resources. School District shall have the right to independently audit the reports prepared by Power Wellness and Foundation and Power Wellness agree to provide School District access to any records and documents necessary to conduct such an audit.
- 11. <u>School District Approval</u>. Foundation shall give prior written notice to the School District, specifying in the notice the matter on which approval is requested and reasonable detail respecting the matter for matters described below. Foundation shall remit a School District's approval must be granted or denied in writing within 10 days of School District's receipt of the notice. The failure to respond shall be interpreted as a denial.
 - a. All repairs and maintenance estimated to cost in excess of \$10,000;
 - b. The hiring and contracting for any Wellness Center executive staff member, including but not limited to, Center Director, membership manager, fitness manager or facilities manager.
 - c. Material changes to programming and scheduling; and
 - d. Any expenditure which is not subject to the Net Income calculation set forth on example Income Statement attached hereto as Exhibit C and be subject to the School District's standard purchase order requirements.

- Insurance. Foundation shall continue to maintain insurance to satisfy the obligations of "Owner" in Section 6 of the Sub-Management Agreement. Foundation shall ensure that School District is named as an Additional Insurance and loss payee on the Foundation and Power Wellness insurance, provide School District with thirty (30) days' advance written notice in the event of cancellation or a material chance in the policy, as well as a waiver of any right of subrogation or other recovery against School District, its affiliates and their insurers. School District shall not be responsible for any of the Foundation's personal property or any other insurance required of the "Owner" under the Sub-Management Agreement, except that School District shall acquire property insurance to satisfy the requirements of Sub-Management Agreement Section 6.1(a)(ii) (sic) which addresses "Property Insurance against all-risk of direct physical loss and damage...". School District shall also maintain commercial general liability insurance with respect to its ownership of the Real Property and its obligations under this Agreement. School District's insurance shall be in addition to, and not in replacement of, Foundation's insurance. Notwithstanding anything to the contrary contained herein, Foundation acknowledges that School District's coverage is provided by a joint risk management trust and, therefore, the School District shall not be required to obtain or maintain policies covering Foundation's personal property, its use of the Real Property, and/or profits.
- 13. Shared Data. Section 12 of the Sub-Management identifies the Foundation as the owner of the "Shared Data", which includes membership and financial data. After the Purchase, School District shall be considered the owner of the Shared Data. Foundation will provide the membership and financial data that pre-dates this Agreement to the School District following the term of the Management Agreement, as well as any employment related information as approved by Power Wellness, for purposes of satisfying requirements of Section 14. Foundation shall have equal rights in the Shared Data that is created after this Agreement's Effective Date. School District agrees to not use the Shared Data to send mass mailings or other similar types of contact to Wellness Center members without Foundations written consent prior to any notice of termination. Foundation and School District shall ensure members are appropriately notified of change of ownership effective with the date of sale.
- Fingerprinting and Background Check for Certain Wellness Center Personnel. The 14. School District and the Foundation acknowledge and agree that in accordance with Sections 1230 and 1230a of the Revised School Code (MCL §380.1230 and §380.1230a) the School District shall be required to have any on-site personnel who will regularly and continuously work under contract (as defined below) at the Wellness Center, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed under the Revised School Code, prior to commencing any work at the Wellness Center. These criminal background checks must be completed through the School District by having the applicable on-site personnel present themselves for proper fingerprinting and criminal backgrounds checks, as directed by the School District, or if permitted by law, having the on-site personnel provide written notification to the School District that said individual has previously completed fingerprinting and a criminal history and background check as an employee, contract employee or agent in connection with contracting or working for another Michigan school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and indicating that the individual consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency.

Under Section 1230(15) of the Revised School Code (MCL §380.1230(15)) the phrase "regularly and continuously work under contract" is defined to mean "[t]o work at school on more than intermittent or sporadic basis as an employee of an entity that has a contract with a school district ... to provide food, custodial, transportation, counseling, or administrative services, or to provide instructional services to pupils ..." The phrase "at school" is defined to mean "in a classroom, elsewhere on school property, or on a school bus or other school-related vehicle". The School District and the Foundation agree to regularly review the programs being offered by the School District at the Wellness Center for its students to determine if any on-site personnel at the Wellness Center are subject to the fingerprinting and criminal background check requirements under Sections 1230 and 1230a of the Revised School Code. Expense for fingerprinting and background checks will be an operating expense of the Wellness Center.

15. Third Party Leases. Dexter Senior Center expressed interest in leasing space in the Wellness Center. Any definitive agreement entered into between the School District and the Dexter Senior Center shall be subject to the Foundation and Power Wellness' review and written approval, which cannot be unreasonably withheld, conditioned, or delayed, and must be executed prior to Dexter Senior Center's occupancy of space in the Wellness Center. Parties agree Dexter Senior Center will be subject to compliance with the LOI between Foundation and Dexter Senior Center.

School District shall not enter into any other leases with a third-party during the term of this Agreement without the prior written approval which cannot be unreasonably withheld, conditioned, or delayed.

16. Net Income Calculation and Distribution.

- a. "Net Income" shall mean Operating Income less Operating Expenses beginning April 1, 2024 through March 31, 2025 as calculated consistent with past reflected on Income Statement attached hereto as Exhibit C.
- b. "Operating Income" shall mean the amount of income produced by the Wellness Center, including without limitation, all membership, programing, rental revenue, miscellaneous revenue and expense reimbursement revenue.
- c. "Operating Expenses" are defined as expenses for the Property payable in the ordinary course of business and shall include property taxes and use tax (if applicable) and condominium association dues. Operating Expenses to exclude interest, depreciation and amortization. Operating Expenses shall not include any employee retention or appreciation bonus and related employer tax obligations paid by or on behalf of the Foundation ("Employee Bonus").
- d. "<u>Final Walk-Through Expenses</u>" shall be the estimated expenses determined by the Foundation and School District after conducting a walkthrough of the Wellness Center ten (10) days prior to the expiration of the Term to identify and the parties shall mutually agree upon any necessary repairs or maintenance required to satisfy the obligations of this Management Agreement.

e. <u>Calculation</u>. Within thirty (30) days after the expiration of the Term or after the end of the calendar year if the Term is extended, Foundation shall certify to School District the Net Income calculation ("Certification").

f. Distributions.

- i. <u>Loss</u>. If the Net Income reflects a loss after the recalculation, Foundation shall be responsible for the first Twenty Thousand and 00/100 Dollars (\$20,000.00) ("Foundation's Obligation"), and the School District shall be solely responsible for all losses in excess of the Foundation's Obligation.
- ii. <u>Gain</u>. In the event the Net Income reflects a gain the Net Income shall be allocated to satisfy the Final Walk-Through Expenses with any remainder divided equally among the Foundation and the School District. The payments under this section, if any, shall be paid within thirty (30) days of the School District's receipt of the Certification.
- 17. <u>Employee Bonus</u>. Foundation shall be solely responsible for the payment of any Employee Bonus and all costs and fees related thereto.
- 18. <u>Independent Contractor</u>. The Parties agree that Foundation is an independent contractor and that neither Foundation's employees or contract personnel are, or shall be deemed to be, employees of School District. In its capacity as an independent contractor, Foundation agrees to and represents the following:
 - a. Foundation has the right and does fully intend to perform services for third parties during the term of this Agreement.
 - b. Foundation has the right to hire employees to provide the services required by this Agreement.
 - c. The services required by this Agreement shall be performed by Foundation or Foundation's employees or contract personnel, and School District shall not hire, supervise, or pay any such assistants to help Foundation.
 - d. Neither Foundation nor Foundation's employees or contract personnel shall receive any training from School District in the professional skills necessary to perform the services required by this Agreement.
 - e. Foundation shall be fully responsible for the payment of all of its taxes, including all payroll taxes and withholdings for its employees.

The Parties acknowledge and agree that School District is entering into this Agreement with reliance on the representations made by Foundation relative to its independent contractor status.

19. <u>Indemnification</u>. To the fullest extent permitted by law, the Foundation shall indemnify, defend and hold harmless School District and its affiliates, Power Wellness and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses, including any Employee Bonus and claims related thereto (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "<u>Losses</u>") arising out of or due to the operation of the Wellness Center by Foundation, its affiliates, the School District, agents, servants and/or employees after the Purchase under the provisions of the Management Agreement, unless the Losses are caused by the School District's gross negligence. The obligations set forth in this Section shall survive for a period of two (2) years following the Expiration Date.

To the fullest extent permitted by law, Power Wellness shall indemnify, defend and hold harmless School District and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the operation of the Wellness Center (during its scheduled operating hours as a Wellness center and excluding hours used by School District during non-Wellness Center operating hours) by Foundation, its affiliates, the School District, agents, servants and/or employees after the Purchase under the provisions of the Management Agreement, unless the Losses are caused by the School District's gross negligence. The obligations set forth in this Section shall survive for a period of two (2) years following the Expiration Date.

If School District is entitled to indemnification receives notice of any claim or the commencement of any action or proceeding with respect to which Foundation is obligated to provide indemnification, the School District shall promptly give the Foundation notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the Foundation under the provisions for indemnification contained in this Agreement. Except as provided below, the Foundation may compromise, settle or defend, at such Foundation's own expense and by such Foundation's own counsel, any such matter involving the asserted liability of the School District. In any event, the School District, the Foundation and the Foundation's counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the Foundation provides the School District a defense to a third-party claim at the Foundation's cost with a qualified attorney, School District may participate and/or monitor the defense with an attorney of the School District's selection (at the School District's own expense). Provided that the Foundation pays for the full cost of the settlement of any claim, the Foundation may settle any claim without the consent of the School District. If the Foundation chooses to defend any claim, the School District shall make available to the Foundation any books, records or other documents within its control that are necessary or appropriate for such defense.

To the fullest extent permitted by law, School District shall indemnify, defend and hold harmless the Foundation and Power Wellness and its affiliates, their respective shareholders, officers, directors, employees, and agents, against and in respect of any and all losses, claims, damages, causes of action, actions, obligations, liabilities, deficiencies, suits, proceedings, actual

out-of-pocket obligations and expenses (including cost of investigation, interest, penalties and reasonable attorneys' fees) (collectively, "Losses") arising out of or due to the use of the Wellness Center by School District, its affiliates, agents, servants and/or employees outside of normal operating hours for School District-sponsored activities or programming after the Purchase under the provisions of the Management Agreement, unless the Losses are caused by the gross negligence of Foundation and Power Wellness. The obligations set forth in this Section shall survive for a period of two (2) year following the Expiration Date.

If the Foundation and/or Power Wellness is entitled to indemnification and receives notice of any claim or the commencement of any action or proceeding with respect to which School District is obligated to provide indemnification, the Foundation and/or Power Wellness shall promptly give the School District notice thereof ("Indemnification Notice"). Such Indemnification Notice shall be a condition precedent to any liability of the School District under the provisions for indemnification contained in this Agreement. Except as provided below, the School District may compromise, settle or defend, at such School District's own expense and by such School District's own counsel, any such matter involving the asserted liability of the Foundation and/or Power Wellness. In any event, the Foundation and/or Power Wellness and the School District and its counsel shall cooperate in the compromise of, or defense against, any such asserted liability. If the School District provides the Foundation and/or Power Wellness a defense to a third-party claim at the School District's cost with a qualified attorney, Foundation and/or Power Wellness may participate and/or monitor the defense with an attorney of their selection (at the Foundation and/or Power Wellness's own expense). Provided that the School District pays for the full cost of the settlement of any claim, the School District may settle any claim without the consent of the Foundation and/or Power Wellness. If the School District chooses to defend any claim, the Foundation and/or Power Wellness shall make available to the School District any books, records or other documents within its control that are necessary or appropriate for such defense.

- 20. <u>Termination.</u> School District may terminate this Agreement and the Sub-Management Agreement for any reason, or no reason at all by providing one hundred ten (110) days prior written notice to Foundation and Power Wellness. Foundation may terminate this Agreement if School District fails to comply with a material term of this Agreement and such failure is not cured within one hundred ten (110) days after written notice from Foundation to School District (or in the case of a failure which, by its nature, cannot be cured within such one hundred ten (110) day period, then within such longer period reasonably necessary to effectuate a cure thereof). In the event of an early termination, Foundation shall elect within fifteen days of a termination notice whether to elect to modify the Net Income formula to be effective as of the termination date or retain the formula for the same period set forth in Paragraph 15.
- 21. <u>Binding Effect.</u> This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.
- 22. <u>Headings</u>. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provisions of this Agreement.
- 23. <u>Saturdays, Sundays and Legal Holidays</u>. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a

certain date, if such date falls on a Saturday, Sunday or legal holiday the date for the notice of performance or payment shall be the next following business day. As used herein, the term "legal holiday" means any state or federal holiday on which financial institutions or post offices are closed in the state in which the Property is located.

- 24. <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.
- 25. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 26. <u>Integration</u>. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Parties.
- 27. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER THE LAWS OF THE STATE OF MICHIGAN AND FOR ALL PURPOSES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN.
- 28. <u>Construction</u>. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either party in connection with the transactions contemplated by this Agreement. The captions in this Agreement are for convenience of reference only and shall not be used to interpret this Agreement.
- 29. <u>Miscellaneous</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one original Agreement. For the purposes of this Agreement, a signature or signatures delivered via facsimile or e-mail (in portable document format) transmission shall be deemed to be an original signature or signatures when attached to this Agreement or to any other document or notice provided for in this Agreement. All parties to this Agreement having participated fully and equally in the negotiation and preparation hereof, this Agreement shall not be more strictly construed, or any ambiguities within this Agreement resolved, against either party hereto.
- 30. <u>Authority</u>. This Agreement has been duly executed by and constitutes the valid and binding obligations of the Parties. The Parties represent and warrant to the other that the persons executing this Agreement on behalf of such respective Party has the authority to bind such Party.

Remainder of Page Left Intentionally Blank

Signature Page To Management Agreement

SCHOOL DISTRICT:

DEXTER COMMUNITY SCHOOLS, a Michigan general powers school district

By: Name: Christopher Timmis, Ed.D.
Its: Superintendent

De 1 1 1 1/2 2

FOUNDATION:

THE CHELSEA HEALTH AND WELLNESS FOUNDATION, a Michigan nonprofit corporation,

By ______Print Name: ____Stephen Petty
Title: ____CEO

Dated: 04 26/24

ACKNOWLEDGED AND CONSENTED TO SUBJECT TO THE TERMS AND PROVISIONS IN THE SUB-MANAGEMENT AGREEMENT BY:

POWER WELLNESS MANAGEMENT, LLC,

an in Illinois limited liability company

Docusigned by:

By _______Brian Hummert

Print Name: ______
Title: _ President

Dated: 4/26/2024 | 2:38 PM CDT

EXHIBIT A LEGAL DESCRIPTION

Land located in the City of Dexter, County of Washtenaw, State of Michigan. and described as follows:

Unit No. 1. DEXTER TOWN CENTER CONDOMINIUM, according to the Master Deed recorded in Liber 4654, Page 453, First Amendment to Master Deed recorded in Liber 4768, page 379 and Second Amendment to Master Deed recorded in Liber 5015, Page 807, as amended, and designated as Replat Number 2 of Washtenaw County Condominium Subdivision Plan No. 561, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended

Commonly known as: 2810 Baker Road. Dexter. MI 48130.

Parcel ID: HD-08-06-455-001

Legal Description: Exhibit A

EXHIBIT B MANAGEMENT AGREEMENT

[TO BE INSERTED]

MANAGEMENT AGREEMENT

THIS AGREEMENT is executed as of Sept 5, 2013, between THE CHELSEA - AREA WELLNESS FOUNDATION ("Owner"), and POWER WELLNESS MANAGEMENT, LLC., an Illinois limited liability corporation ("Manager").

RECITALS:

Owner owns Chelsea Wellness Center, Manchester Wellness Center, Stockbridge Wellness Center and Dexter Wellness Center ("Facilities" or "Centers") located in Michigan.

Manager has experience in providing management, administrative and professional services to fitness and wellness centers.

Owner agrees to engage Manager to manage the Centers for the account of Owner, and Manager agrees to accept such engagement.

AGREEMENT:

Section 1. TERM.

- (a) This Agreement commences on April 18, 2013 and shall continue for three years (the Term). The parties may extend the Term by mutual written consent at least 90 days prior to the expiration of the Term. Either party may terminate this Agreement at any time by providing 180 days written notice or, in the event of a breach, as set forth in Paragraph 8.
- (b) At the end of the Term Owner will return, within 5 business days Manager's Work Product as defined in Paragraph 2.1(g) and all copies in Owner's, Owner's Contractors and Owner's Subcontractors possession or control.
- (c) If this Agreement expires or terminates for any reason, neither party shall have any further obligations hereunder, except for obligations accruing prior to the date of termination and any obligations surviving in accord with specific provisions of this Agreement.

Section 2. <u>USE AND OPERATION OF THE FACILITIES</u>.

2.1 Use and Standard of Operation.

(a) Management Services are described in Exhibit A. All Management Services shall be provided in a timely, professional, competent, efficient and workmanlike manner, by individuals who are (i) qualified by training and experience in professional wellness center operations, and (ii) knowledgeable about regulatory requirements applicable to wellness center operations. Owner grants Manager the exclusive right to manage and operate the Facilities pursuant to this Agreement. Manager agrees to operate the Facilities in a businesslike, effective and cost-efficient manner as the agent of and for the benefit of Owner, subject to

Owner's budgetary systems and other constraints and in compliance with this Agreement. Manager shall use the Facilities solely for the operation of a wellness business and for other activities which are customary and usual in connection with such an operation. Manager, as agent of Owner, shall have:

- control and discretion in the operation of the Facilities in the ordinary course of business, including the right to negotiate and enter into such reasonable contracts in the name and at the expense of Owner as may be reasonably necessary in connection with the operation of the Facilities;
- the right to determine the terms of labor policies (including wage rates, the hiring and discharging of employees, and the installation of employee retirement or other benefit plans);
- the right to determine the hours of operation for the Facilities
- the right to determine the services to be provided at the Facilities, including classes.
- (b) Manager and Owner will be jointly responsible for establishing pricing, promotion and publicity relating to the Facilities.
- (c) All acts performed by Manager pursuant to the terms of this Agreement shall be for the account and benefit of Owner and at Owner's expense, except such acts which are a breach or outside the scope of Manager's authority under this Agreement or which constitute gross negligence or willful misconduct.
- (d) Manager shall engage all such personnel as may be reasonably necessary and appropriate for the timely and efficient provision of the Services. All employees of the Facilities, except physicians and clinical department staff will be employees of Manager. Owner retains the right to request an increase or decrease in the number of individuals providing wellness or administrative services. Manager, as an independent contractor, retains all the rights and privileges of an employer as to Manager's personnel including, but not limited to, the right to hire, direct, discipline, compensate, and terminate its employees assigned to Facilities. Manager shall be solely responsible for all aspects relating to the recruitment, employment, labor law compliance, compensation of (including the payment rate and benefits, and the withholding, reporting and payment of all payroll taxes and other withholdings) with respect to all such personnel. Owner will reimburse Manager for the centers' payroll cost as detailed in a written invoice, monthly on the 10th day of each month for the total aggregate compensation for the current month, which includes allocations and amounts for fringe benefits, manager's general liability and worker compensation insurance (see Section 6), in addition to all cash compensation paid to each employee and any annual performance bonuses. Owner will also reimburse Manager for the direct costs for any employees of Manager working on matters directly related to operation of the Facilities, together with third party payroll processing charges and any general expenses, at cost, an estimate of which will be approved in writing by Owner prior to commencement of the work.

- (e) Manager shall insure that all of the Manager's employees, are competent credential/licensed staff, where licensing or specific credentials are required who will attend ongoing education classes and keep their licenses current.
- (f) Manager shall be excused from its obligation to operate the Facilities to the extent (i) Manager is prevented from compliance by Force Majeure Causes; (ii) Owner breaches this Agreement; (iii) this Agreement limits Manager's ability to expend funds in respect of the Facilities and that limitation reasonably prevents Manager from meeting the terms of this Agreement. For purposes hereof, "Force Majeure Causes" means causes beyond the reasonable control of Manager, including casualties, floods, weather conditions, power outages, war, insurrection, strikes, lockouts, material shortages and governmental actions. Provisions (i), (ii) and (iii) operate without prejudice to any other remedy which Manager has under this Agreement.
- (g) Owner acknowledges and agrees that Manager has its own intellectual capital, good will, technical know-how, proprietary computer programs, policies, procedures, secret shop forms, membership surveys, sales reports, forms, marketing materials, quality assurance and control materials, forms and documents training and education materials, expertise and best practices that Manager has developed through its general consultant and management services and practices (collectively "Manager Work Product"). Any Manager Work Product Manager shares with Owner shall remain the sole and exclusive property of Manager.
- 2.2 <u>Leases and Concessions</u>. Manager shall not, without the prior written approval of Owner (which approval shall not be unreasonably withheld), enter into leases or concessions. Any such lease or concession shall be entered into in Owner's name and shall be executed by Owner (or Manager, as agent for Owner). Manager shall use reasonable efforts to perform all of the obligations of Owner as landlord or concessionaire under all present or future leases and concessions. Manager shall use reasonable efforts to perform all of the obligations concerning the granting of concessions and shall use reasonable efforts to collect the funds due from such concessions and shall deposit collected funds in the Operating Accounts.
- Owner, in accounts established in Owner's name, all monies received by Manager from the operations of the Facilities ("Operating Accounts"). Owner shall deposit in the Operating Accounts all monies advanced to the Facilities as working capital by Owner. Manager shall be designated as an authorized signatory on any Operating Accounts. Manager shall pay out of the Operating Accounts, to the extent of the funds in the Accounts, all costs and expenses required to perform its obligations hereunder.
- 2.4 <u>Limitation on Manager's Authority to Contract</u>. Manager shall not, without the prior consent of Owner, (which shall not be unreasonably withheld) enter into any contract for the account of Owner which (a) is for a term in excess of one year, or (b) constitutes a collective bargaining agreement or labor contract. Manager shall not contract for expenditures in an aggregate amount in excess of \$5,000.00 unless (a) provided for in the Operating Budget or (b) in case of emergency posing a threat to persons or property. In the case of emergency Manager shall notify Owner immediately.

2.5 Operating Budget.

- (a) Not later than 90 days prior to the commencement of each fiscal year, Manager shall submit to Owner an operating budget and operating plan and updated marketing plan, if updates to the marketing plan are appropriate, (collectively the "Operating Budget") for the operation of the Facilities for the year, containing reasonably detailed revenue and expense projections and providing projections of capital expenditures (including furnishings and equipment).
- (b) The Operating Budget is only an estimate of the projected revenues and expenditures for the year The Manager will use its best efforts to achieve the budgetary goals reflected in the Operating Budget. However the Operating Budget is not an assurance of actual results. Failure to achieve the budgetary goals in any Operating Budget is not an event of default. Manager shall notify Owner of the need to depart in any material way from the Operating Budget if, in Manager's judgment, adherence to the Operating Budget is impractical or departure is necessary or desirable for the efficient operation of the Facilities.
- (c) Owner shall have the right to approve the Operating Budget, or material departures from approved Operating Budgets, which approval shall not be unreasonably withheld or delayed. Pending approval, Manager shall operate the Facilities in accordance with the last approved Operating Budget.

Section 3. MANAGEMENT FEES.

Owner shall pay Manager a Management Fee as set forth in Exhibit B attached to this Agreement. The Management Fee will be payable within 15 days after Manager submits an invoice to Owner.

Section 4. <u>REPAIRS, LEGAL REQUIREMENTS, LICENSE AGREEMENT; AND ALTERATIONS.</u>

- 4.1 Repairs and Maintenance. Manager shall maintain the facilities in good order and condition except (a) to the extent prevented by causes beyond its reasonable control including Force Majeure Causes and the unavailability of funds from Owner (b) portions leased to tenants or (c) portions managed by third parties who undertake a duty of repair and maintenance. Manager's responsibilities shall not include the structural integrity of the Facilities or defects in design, materials or workmanship in the construction of Improvements. Manager shall, at Owner's request, coordinate and supervise, as Owner's agent, capital improvements under \$10,000 to the Facilities made during the Term. With respect to projects over \$10,000, Manager and Owner shall issue an extra work order setting forth (a) the scope of Manager's work and (b) compensation Owner agrees to pay Manager for undertaking the scope of work. This compensation is independent from Owner's obligation to pay the Management Fees in Exhibit B.
- 4.2 <u>Compliance with Legal Requirements</u>. Manager shall use reasonable efforts to cause the Facilities and the operation thereof to comply with all applicable legal requirements. If any alterations, additions or improvements, structural or nonstructural, are required in order to make the Facilities comply with legal requirements, those costs are the responsibility of Owner. Manager may, but only after approval by Owner, contest the validity

or applicability of any legal requirements in the name of Manager or owner or both. If Owner shall approve any such contest, Owner shall execute and deliver any appropriate documents which may be necessary to permit Manager to prosecute such contest. Owner may contest directly any leagl requirements which Manager may otherwise desire not to contest, and Manager will cooperate with Owner in such a contest. Manager agrees to comply with all federal, state and municipal laws, rules and regulations. Refusal by either party to comply with such laws, rules or regulations is a default.

Section 5. GENERAL COVENANTS OF MANAGER AND OWNER.

- 5.1 Working Capital. Owner shall cause sufficient working capital funds to be on hand in the Operating Accounts to assure the timely payment of all (a) current liabilities of the Facilities, (b) the uninterrupted and efficient operation of the Facilities, and (c) the performance by Manager of its other obligations. At no time shall working capital funds be in an amount less than the amount of one month's normal operating expenses. Manager shall promptly notify Owner of the need for any such working capital funds if sufficient funds are unavailable in the Operating Accounts. In the event of Operating Account overdraft in which Manager failed to notify Owner of insufficient funds Manager will bear any related bank fees. If after notice Owner fails to provide sufficient funds Owner will bear related bank fees.
- 5.2 <u>Right of Inspection and Review</u>. Manager shall accord to Owner and its duly authorized agents the right to enter the Facilities at all reasonable times. The Owner has the right to make extracts from any books and records, including electronic records. Owner shall be permitted access to personnel records upon reasonable advance notice. Any entry will be done with as little disturbance to operations as possible.
- 5.3 <u>Payment of Taxes</u>. Owner shall pay all real and personal property taxes assessed against the Facilities.

Section 6. INSURANCE.

6.1 OWNER:

- (a) OWNER shall maintain, at all times during the Term, the following insurance respecting the Facility in amounts and with responsible and properly licensed companies or self-coverage arrangements (provided that such amounts shall in no event be less than the amounts indicated below):
- (i) General liability insurance (or self insurance) for injury to or death of persons and damage to property for a limit not less \$1,000,000 per claim;
- (ii) Automobile Liability, covering hired & non-owned automobile liability, with minimum limits of \$1,000,000 per incident;
- (ii) Property Insurance against all-risk of direct physical loss and damage, including fire and extended coverage and also including business interruption with extra expense, boiler and machinery and use and occupancy, and such other risks and perils with respect to which insurance is customarily carried for facilities of similar character, in amounts not less than the full insurable

replacement value of the Facility, and all such deductibles shall be the responsibility of the owner;

(iii) Such other insurance for protection against claims, liabilities and losses arising from the operation of the Facility as is customarily carried for facilities of similar character.

Manager:

- (b) Manager shall maintain, at all times during the term, the following insurance with companies licensed to do business in the respected state and for limits not less the ones stated below:
- (i) General liability insurance for injury to or death of persons and damage to or loss of property, including hired & non-owned automobile liability and liquor liability (if applicable) for a limit not less \$1,000,000 per occurrence and in annual aggregate.
- (ii) Workers compensation insurance, which includes employers liability for a limit not less:
 - a. \$1,000,000 for Each Accident
 - b. \$1,000,000 Disease Each Employee
 - c. \$1,000,000 Disease Policy Limit
 - d. OWNER shall be named as Alternate Employer.
 - e. Such policy will provide for a waiver of subrogation by insured.
- (iii) Property Insurance against all-risk of direct physical loss and damage, including fire and extended coverage and also including business interruption with extra expense, and use and occupancy, and such other risks and perils with respect to which insurance is customarily carried for facilities of similar character, in amounts not less than the full insurable replacement value of the Manager's personal property, and all such deductibles shall be the responsibility of the Manager unless OWNER is responsible for the physical loss and damage covered.
- (iv) Manager shall maintain professional liability, employment practices, crime, and fidelity insurance against dishonest acts by employees and others, with all minimum limits a minimum of \$1,000,000 per occurrence and in annual aggregate.
- (v) The Manager's General Liability policy shall name Manager as the principal insured and shall name OWNER and (if required by OWNER) any mortgagee of the Facility or creditor of any member of OWNER as additional insured on a primary and non-contributory basis for Manager's negligence there under by endorsement.

- (vi) The cost of Managers insurance coverages shall be reimbursed to Manager by OWNER as noted in Section 2.1(b).
- (c) OWNER shall have the option to price and select all insurance coverage listed in self-insurance Pool or OWNER's private insurance coverage. OWNER may choose to contract with insurance brokers or direct contract with carriers.

6.2 Notice of Cancellation or Change.

All insurance policies required to be carried hereunder shall have attached thereto an endorsement that the same shall not be canceled or changed without at least thirty (30) days' prior written notice to all named insured and additional insured.

6.3 Evidence of Insurance Coverage.

For the purpose of evidencing compliance with the provisions of this Section 6, OWNER and Manager shall annually furnish to each other certificates of all insurances required to be maintained by OWNER and Manager pursuant to this Section 6.

Section 7. INDEMNIFICATION.

(a)(1) Owner agrees

(i) to indemnify and hold Manager harmless from any loss, damage or expense incurred by Manager as the result of injury to persons or property in and about the Facilities or elsewhere while Manager is carrying out its obligations under this Agreement;

(ii) to reimburse Manager for any expenses Manager incurs in defense of any proceeding against Manager or Owner, jointly or severally, by any third party arising from or due to the condition or use of the Facilities, or due to any act or omission of Owner, or any contract pertaining to the Facilities; and

(iii) to defend promptly and diligently, at Owner's expense, any proceeding brought against Manager or Owner, jointly or severally, arising out of this Agreement, and to hold harmless and indemnify Manager from any judgment, loss or settlement on account thereof.

However, Owner shall have no obligation to indemnify Manager against loss, damage or expense suffered by Manager as a result of Manager's willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority.

(a)(2) Manager agrees

(i) to indemnify and hold Owner harmless from and against any loss, damage and expense incurred by Owner as a result of Manager's willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority; and

(ii) to defend promptly and diligently, at Manager's expense, any proceeding brought against Owner or Manager, jointly or severally, arising from Manager's willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority.

Section 8. DEFAULT AND TERMINATION

The following shall constitute a default hereunder:

- (a) The failure of either party to pay to the other party any sum due within 15 days of notice is a default.
- (b) Failure of either party to cure a nonmonetary breach of provisions in this Agreement within 30 days of written notice is a default. If the breach is of such a nature that it cannot be cured within 30 days, the failure of the defaulting party to commence to cure within the 30 day period, and to continue curing the failure with due diligence and in good faith until it has been cured, is a default.
- (c) If either party (1) voluntarily files for bankruptcy, or (2) fails to have involuntary bankruptcy procedures dismissed within 90 days of the filing of an involuntary petition, or (3) fails to vacates an attachment, seizure, writ, levy or distress warrant for a substantial portion or all its assets, or (4) has appointed a trustee or receiver and the appointment is not vacated within 90 days, it is a default.

If a default as described in section 8 (a) — (c) occurs, the non-defaulting party may give notice of intent to terminate this Agreement 15 days from the date of delivery of such notice. Such termination shall be without prejudice to any right to damages that the non-defaulting party may have against the defaulting party under applicable law.

Section 9. EMPLOYEES

Manager's employees are Manager's responsibility at the end of the Term.

Section 10. RESTRICTIONS ON HIRE

Manager agrees to hire as "Manager's Employees" all staff necessary to fulfill Manager's obligations under this Agreement. Owner agrees that it will not attempt to hire or hire any of Manager's employees at any time during the Term. For a period of 18 months after the Term, Owner agrees not to hire Manager's Management employees without the express written consent of Manager. Management employees are defined to includeCenter Director, Member Services Manager, Fitness Manager, Facility Engineer, Operations Manager, Sales Manager, Administrative Account Coordinator.

Section 11. NON-DISCLOSURE

Both parties will refrain from directly or indirectly using or causing to be used in any manner whatsoever any information of a proprietary or confidential nature, as defined in Section 12, other than in connection with fulfilling the obligations of this Agreement. Upon termination of this Agreement both parties shall retain their own confidential and proprietary information.

- (b) Both parties will refrain from any disparagement, direct or indirect, through innuendo or otherwise, of the other party or any of its employees, officers or contractors.
- (c) Owner will refrain from soliciting business of any client for whom Manager has provided service at any time, or attempt to induce any such client to cease being a client of Manager or reducing its business in any manner with Manager.

Section 12. CONFIDENTIAL INFORMATION

- (a) Owner's confidential or proprietary information, which shall be marked "Confidential" to fall within this provision, shall include but not be limited to the following: all sales and marketing information and protocols; marketing plans; client names, addresses or any other client- related information; client accounting, policies, procedures, forms and reports; cash flows and receivables; short-term and long-term management strategy; business data; financial records; income and expense information; pricing and charging for services; employee flow and placement methodology; procedures to document services provided; revenue and expense monitoring and analysis; client satisfaction information; client intake procedures; client booking procedures; collections procedures and strategies; charge/billing generation and documentation procedures; employee record documentation procedures; fee schedules; fee information; payroll information; billing and payment methodology; copyright; trademark; personnel information; volume of business; strategic plans; administrative policy; quality management procedures; information related to earnings and other financial information; assets; and all other information deemed by Owner to be confidential and proprietary.
- (b) Manager's confidential or proprietary information, and Manager's Work Product, shall include but not be limited to the following forms, templates, policies and documents: all sales and marketing information, forms, policies and protocols; secret shop forms; membership surveys forms and protocols; Manager's policies, procedures, forms and reports used for accounting purposes; pricing and charging for services forms; employee flow and placement methodology forms; procedures to document services provided; revenue and expense monitoring and analysis templates; client satisfaction information templates; client intake procedures; client booking procedures; collections procedures and strategies; charge/billing generation and documentation procedures; employee record documentation procedures; fee schedule forms; fee information protocols; payroll information for Manager's employees; billing and payment methodology; copyright; trademark; personnel information; Manager's volume of business; Manager's strategic plans; Manager's administrative policy; quality management procedures; information related to Manager's earnings and other Manager financial information; Manager's assets; and all other information deemed by Manager to be confidential and proprietary.
- (c) Owner and Manager acknowledge that there is certain confidential information shared by both (collectively, "Shared Data"). The parties agree that Shared Data includes: member contact information and member data; marketing, outcome and business strategies and data; financial records, including Center cash flow and receivables, income and expense information; pricing and charge for services detail. It is intended, through the Shared Data section, that data about the Center's clients, finances, business operations, performance, customers and business strategies belongs to Owner, but all such information is jointly shared

with Manager to enable Manager to perform its obligation under this Agreement. It likewise is intended that Manager's templates, policies, protocols and documents belong to Manager but are shared documents with Owner to the extent Owner's data is utilized in connection with Manager's proprietary Work Product to fulfill Manager's obligations under this Agreement.

Section 13. SUCCESSORS AND ASSIGNS.

Neither party may assign this Agreement without the prior written consent of the other party. If such consent is given this Agreement binds and benefits the successors and assignees.

Section 14. NOTICES.

All notices shall be given in writing and shall be deemed given when delivered by messenger, by overnight delivery service, or by the U.S. mail (and, if mailed, shall be deemed received 2 business days after the postmarked date thereof), with postage prepaid, delivered or addressed to the address following each party's signature. Either party may change its address for notices hereunder by notice of such change to the other party. Manager will give copies of all notices given to Owner to any mortgagees of the Facilities whose names and addresses are furnished to Manager.

Section 15. APPROVALS.

If a party desires the approval of the other party to any matter, the requesting party must give written notice to the other party requesting such approval, specifying in the notice the matter on which approval is requested and reasonable detail respecting the matter. Approvals must be granted in writing.

Section 16. FURTHER INSTRUMENTS.

This Agreement supersedes and replaces all prior agreements between the parties. Each party hereto shall execute and deliver all such other appropriate supplemental agreements and other instruments and take such other action as may be necessary to make this Agreement fully and legally effective, binding and enforceable as between the parties hereto and as against third parties, as the other party may reasonably request.

Section 17. APPLICABLE LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of Illinois and without regard to the conflict of law rules principals. Applicable venue for contract disputes is Washtenaw County, MI.

Section 18. SURVIVAL AND CONTINUATION.

At the expiration of the Term any terms, provisions and obligations of either party which, in order to give them effect and accomplish their intent and purpose, need to survive the termination shall, by agreement between Owner and Manager, survive and continue until they have been fully satisfied or performed.

Section 19. INTERPRETATION.

The headings and captions are inserted for convenient reference only, and do not limit the paragraphs or sections to which they apply. This Agreement and any document or instrument executed pursuant hereto may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement contains the entire Agreement of the parties. This Agreement may not be amended, modified or discharged, except by an instrument in writing signed by the parties.

EXHIBIT A: Management Services

Manager will provide the following list of services on a continuing basis. This list is not intended to be all-inclusive and may increase or decrease as appropriate.

Subject to the Facilities oversight and in compliance with all applicable Facilities policies and procedures, Manager shall manage the Program for the benefit of the Facilities. Management and administrative services to be provided include, but are not limited to the following services (the "Services"):

Financial:

- Establishment of internal control procedures and administrative form design for cash receipts, cash disbursements, member billing, and safeguarding of inventory and fixed assets.
- Monthly statement of operations with comparison to budget.
- Quarterly statement of operations with key operating statistics and narrative.
- Provide other reports relating to the Facilities as reasonably requested by the Owner, containing such information and in such format as requested by Owner.
- Analyze and interpret all statements and reports provided to Owner as reasonably requested.
- Preparation of year-end audit work papers.
- · Sales tax reporting.
- · Industry Benchmarking,
- · Assist Owner in containing costs of operating the Facilities.
- At Owner's request, assist in preparing operating and capital budgets for the Facilities (including revenue and expenditure projections).

Programming:

- Administration of wellness/health assessment protocols based on guidelines from the American College of Sports Medicine (ACSM).
- Provision of Medically Integrated programs and concepts in cooperation with community health care providers.
- Development and maintenance of group exercise curriculum; integral to membership
 including but not limited to fitness, yoga and aquatics group classes.
- Introduction of ancillary programming including personal training, massage therapy and other integrative therapies that support member base and client philosophies.
- Nutritional and wellness program development.
- · Development and maintenance of child programming.
- Assist Facilities in any application for and efforts to obtain and maintain any federal, state and local licenses, certifications, regulatory permits and accreditations required or desired for or in connection with the operation of the Facilities.

Equipment Procurement and Preventative Maintenance:

- · Preferred vendor development and pricing.
- Equipment maintenance procedures.
- Ensure all equipment inspections and preventive maintenance is timely performed.
- Maintain an up-to-date equipment inventory.
- · Administer product warranties.
- · Procurement, receipt, and recording of all equipment.
- · Equipment space planning.
- Provide recommendations to Owner concerning the space and all equipment and supplies to be used in the course of Facilities operations.
- Regularly inspect and evaluate all space and equipment used to provide services
 through the Facilities, to assure that the Facilities and all equipment is maintained in a
 safe condition and used in a safe and efficient manner, and promptly notify Owner if
 any part of the Facilities or any equipment is in need of repair or replacement.
- If requested, Manager shall make purchases through Owner or any Owner affiliate(s) group purchasing agreement(s).

Sales, Marketing and Customer Service:

- Member recruitment- Ongoing preparation of a sales and marketing plan; based on community and membership research profiling to target and educate area residents, students, corporations, and community about the benefits of membership at the centers.
- Oversight and execution of the marketing plan including but not limited to development of recruitment and retention advertising and website development and ongoing management.
- Customer service and member orientation training development.
- Sales presentation, tracking, and retention procedures.
- Development of internal and external collateral marketing pieces including but not limited to member handbooks, programming, center and corporate brochures and health history questionnaires.
- Provision of a centers' website to advertise and educate the community about the centers.
- Member retention Development of internal programming and other motivational opportunities for member base engagement.
- Development and administration of an electronic member survey including measurement of Net Promoter Score (NPS).
- · Conduct ongoing secret shop evaluation by third party.
- · Corporate sales programs.
- Ongoing competitive analysis.

- Develop and evaluate member satisfaction surveys and member comment card procedures, designed to evaluate the consistency and quality of all services provided through the Facilities.
- Web-based member newsletter design and management.

Environmental Services

- Maintain the Facilities in a safe and sanitary fashion.
- · Daily, weekly, and monthly maintenance checklists and duty logs.
- · Train employees on Facilities and aquatic maintenance.
- Provide workplace safety standards and building emergency procedures for all employees.
- Review and execute all long-term preventative maintenance contracts with assistance of the client.
- Administer service contracts.
- Ensure all applicable OSHA training, incident and exposure logs are maintained up to date.

Human Resources, Education, and Training

- · Implement New Hire paperwork procedures.
- Complete all required employee screenings, including health screenings and background checks.
- Ensure all new hires and employees complete all required safety training and screening, including OSHA training relating to the transmission of bloodborne pathogens.
- Administer CPR and Automated External Defibrillator training.
- Implement medical code emergency procedures.
- · Implement manager on duty (MOD) procedures.
- Support Certified Pool Operator (CPO) training for a minimum of two employees
- Employee orientation procedures and employee handbook updates.
- Employee evaluation development.
- Internal communications.
- Volunteer recruitment and retention programs.
- Intern recruitment and Center curriculum program.
- Employ, train, orient and manage all Facilities' staff.
- Employee benefits/assistance administration.
- Employee training program development.
- · Access/recommendations to continuing education programs.
- Mediate round table discussions with colleagues from all locations.
- Sexual harassment and hiring practices training.
- Maintain up-to-date employee records.

Communications & Best Practices

- Benchmarking key center operational statistics against all PWM centers.
- · Monthly PWM manager's conference calls.
- · Monthly & Quarterly owners meetings.
- Information sharing with all PWM centers and employees.
- Bi-annual centers' director and corporate meetings.
- Support of Manager of Communications and Marketing.
- · Director participation in centers operational practices and procedure committees.
- Participate, as reasonably requested, in Owner and Owner affiliate committees, programs and activities, including making all required or requested reports to the Owner's and its affiliate(s)' quality assurance and risk management programs.

Information Systems:

- Network & communications specification, procurement, and placement.
- · Server hardware specification, procurement, and placement.
- PC hardware specification, procurement and placement.
- Peripheral (Scanners, Printers, Cameras, Cash Drawers, Copy Machines), specification, procurement, and placement.
- Telecommunications specification, procurement, and placement.
- Audio Visual specification, procurement, and placement.
- · Vendor relations & negotiations.
- Disaster recovery specification and implementation.
- Supplement support / liaison of client IT staff.
- Deployment of core system applications:
 - o Membership Management
 - o Membership & Resource Scheduling
 - o Food & Beverage POS
 - o Front Desk POS
 - o Member Assessment Software
 - o Website Inquiry and Prospecting Software
 - o Employee Payroll & Health & Welfare
 - o Employee Time & Attendance
 - o Recruiting & Application Management
 - o Accounting
 - o Fixed Asset Tracking FAS
 - o POS / Integrated Credit Card Processing
 - o EFT Transmittal

- · Marketing:
 - o Domain name registration
 - o Constant contact management
 - o Membership data analysis
 - o Web site
 - o Registration
 - o Hosting
 - o Design Development
 - o Maintenance
- Deployment of power proprietary products:
 o Internet Klosk Power Net

 - o Internet Kids Net

EXHIBIT B: Management Fees

2013 - 2015

Manchester: \$1,350 monthly

Stockbridge: \$1,350 monthly

Chelsea: \$7,916 monthly/\$95,000 annually

Of the \$7,916 per month for Chelsea \$5,145 (65%) shall be payable as a base management fee. The remaining \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource stewardship (45% weight) to be measured annually upon completion of the fiscal year.
 - a. Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
- B. Member Survey (35% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) meeting or exceeding the established baseline NPS score as an average for the previous three year's (25%).
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured biannually (10%).
- C. Mission Stewardship (20%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on 5% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (5% weight)
 - b. Maintain or improve 12 month average, per member, per month visits, year over year, by Center (5% weight)
 - c. Meet annual membership goals established as part of the budget. (10% weight)

Dexter: \$7,916 monthly/\$95,000 annually.

Of the \$7,916 per month for Dexter, \$5,145 (65%) shall be payable as a base management fee. The remaining, approximately \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (25%) Meet annually budgeted operating expenses, measured at the close of each fiscal year. Operating expenses shall exclude any ancillary expenses directly associated with ancillary revenues and shall exclude any unforeseen building or building systems expense.
- B. Member Survey (35% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) of very good (55% 69%) for first Dexter baseline annual member survey and meeting or exceeding the established baseline NPS score as an average for the previous year's up to three year's NPS for subsequent annual surveys to be measured upon completion of the survey. (25%)
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured biannually (10%).
- C. Mission Stewardship (40%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on 5% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (5% weight)
 - b. Maintain or improve 12 month average, per member, per month visits, year over year, by Center (5% weight)
 For the first year of operation in Dexter the average per member per month visits shall be measured based on an average of 5 visits per member per month. Subsequent years will be measured based upon preceding year's actual averages.
 - c. Meet annual budgeted membership goals. (30% weight)

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MANAGER:

POWER WELLNESS MANAGEMENT, LLC.

By: Reion Human

Name: Brian Humanert Title: Vice President

and Chief Financial Officer

ADDRESS FOR NOTICE:

2055 W. Army Trail Road, Suite 124

Addison, IL 60101

OWNER:

The Chelsea - Area Wellness Foundation

Title: Executive Director

ADDRESS FOR NOTICE: 310 N. Main, Suite 203 Chelsea, Michigan

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment to the Management Agreement ("First Amendment") is dated March 1, 2015 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective April 1, 2013, pertaining to the operation and management of Chelsea Wellness Center.

WHEREAS, Chelsea-Area Wellness Foundation has available, a child care area at the Chelsea Wellness Center for Wellness Center members to use for child care services while they are utilizing the Chelsea Wellness Center for purposes consistent with the members' Membership Agreement, and pursuant to the Management Agreement, Manager provides oversight;

WHEREAS, Saint Joseph Mercy Chelsea ("SJMC") is a hospital that operates a Cancer Center located on the same campus as the Chelsea Wellness Center;

WHEREAS, Saint Joseph has requested that Owner permit SJMC Joseph cancer patients who are parents or guardians to use the child care area at Chelsea Wellness Center for short-term child care services for their children during those periods that SJMH patients receive cancer treatments of short duration at the Cancer Center;

WHEREAS, Owner has agreed to permit SJMC cancer patients to use the child care area at the Chelsea Wellness Center on the following terms and conditions:

1. Saint Joseph patients will be permitted to use the Chelsea Wellness Center child care area for no longer than one, two hour period per day while receiving treatment at the SJMC Cancer Center.

- 2. Any patient who uses the Chelsea Wellness Center child care area must be receiving cancer treatment services solely at the SJMC Cancer Center during the entire time the patient's child/children are in the child care area;
- 3. All patients who use the child care area at the Chelsea Wellness Center are required to leave emergency contact information for someone who can respond immediately if contacted.
- 4. SJMC patients will be permitted to use the child care area at the Chelsea Wellness Center only during those hours that the child care area at the Chelsea Wellness Center is open to members.
- 5. Owner acknowledges and agrees that Owner's agreement to allow SJMC patients to use the child care area at the Chelsea Wellness Center is outside the scope of the Management Agreement and the services Manager has agreed to provide under the Management Agreement. Owner further acknowledges and agrees that this First Amendment is not intended to expand the scope of the services Manager has agreed to provide under the Management Agreement nor to expand Manager's liabilities in any way under the Management Agreement.
- 6. Owner acknowledges and agrees that Owner shall be solely and exclusively responsive to provide and to maintain:
 - (a) insurance coverage sufficient to insure any patient and their children for injury, death or damage to property while using the child care area at the Chelsea Wellness Center;
 - (b) insurance coverage sufficient to insure Manager and Manager's employees, vendors, contractors and owners in connection with all risk of loss, damage and injury to Manager

and Manager's employees, vendors, contractors and owners arising out of SJMC patients' use of the child care area at the Chelsea Wellness Center;

(c) such other insurance for protection of Manger, its employees, vendors, contractors and owners against all claims, liabilities and losses arising from the operation of the Chelsea Wellness Center and the child care area at the Chelsea Wellness Center in connection with its use by patients of SJMC.

All policies evidencing the insurance coverage required herein shall name Owner as the primary insured and shall name Manager as an additional insured by endorsement.

- 7. Owner agrees to defend, indemnify and hold Manger, including Manager's employees, contractors, vendors and owners harmless, including all of Manager's costs and attorneys' fees, from any demands, claims or causes of action arising out of any Saint Joseph patients' presence at or use of the Chelsea Wellness Center in general and the child care area in particular.
- 8. All SJMC patients who intend to leave their children in the child care area at the Chelsea Wellness Center will be required to execute a Terms of Use Agreement.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By: Name: Brian Hummert

Title: Vice President and Chief Financial Officer

ADDRESS FOR NOTICE;

2055 W. Army Trail Road, Suite 124

Addison, IL 60101

OWNER:

The Chelsea-Area Wellness Foundation

Name: Amy Heydlauff

Title: Executive Director

ADDRESS FOR NOTICE: 310 N. Main, Suite 203 Chelsea, MI 48118

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

This Second Amendment to the Management Agreement ("Second Amendment") is dated March 1, 2015 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective April 1, 2013 and amended on February 26, 2015, pertaining to the operation and management of Chelsea Wellness Center. The current amendment extends the Management Agreement through March 31, 2016.

WHEREAS, Chelsen-Area Wellness Foundation has available, a child care area at the Chelsea Wellness Center for Wellness Center members to use for child care services while they are utilizing the Chelsea Wellness Center for purposes consistent with the members' Membership Agreement, and pursuant to the Management Agreement, Manager provides oversight;

WHEREAS, Saint Joseph Mercy Chelsea ("SJMC") is a hospital that operates a Cancer Center located on the same campus as the Chelsea Wellness Center;

WHEREAS, Saint Joseph has requested that Owner permit SJMC Joseph cancer patients who are parents or guardians to use the child care area at Chelsea Wellness Center for short-term child care services for their children during those periods that SJMH patients receive cancer treatments of short duration at the Cancer Center;

WHEREAS, Owner has agreed to permit SJMC cancer patients to use the child care area at the Chelsea Wellness Center on the following terms and conditions:

- 1. Saint Joseph patients will be permitted to use the Chelsea Wellness Center child care area for no longer than one, two hour period per day while receiving treatment at the SJMC Cancer Center.
- 2. Any patient who uses the Chelsea Wellness Center child care area must be receiving cancer treatment services solely at the SJMC Cancer Center during the entire time the patient's child/children are in the child care area;
- 3. All patients who use the child care area at the Chelsea Wellness Center are required to leave emergency contact information for someone who can respond immediately if contacted.
- 4. SJMC patients will be permitted to use the child care area at the Chelsea Wellness Center only during those hours that the child care area at the Chelsea Wellness Center is open to members.
- 5. Owner acknowledges and agrees that Owner's agreement to allow SJMC patients to use the child care area at the Chelsea Wellness Center is outside the scope of the Management Agreement and the services Manager has agreed to provide under the Management Agreement. Owner further acknowledges and agrees that this Second Amendment is not intended to expand the scope of the services Manager has agreed to provide under the Management Agreement nor to expand Manager's liabilities in any way under the Management Agreement.

- 6. Owner acknowledges and agrees that Owner shall be solely and exclusively responsive to provide and to maintain:
 - (a) insurance coverage sufficient to insure any patient and their children for injury, death or damage to property while using the child care area at the Chelsea Wellness Center;
 - (b) insurance coverage sufficient to insure Manager and Manager's employees, vendors, contractors and owners in connection with all risk of loss, damage and injury to Manager and Manager's employees, vendors, contractors and owners arising out of SJMC patients' use of the child care area at the Chelsea Wellness Center;
 - (c) such other insurance for protection of Manger, its employees, vendors, contractors and owners against all claims, liabilities and losses arising from the operation of the Chelsea Wellness Center and the child care area at the Chelsea Wellness Center in connection with its use by patients of SJMC.

All policies evidencing the insurance coverage required herein shall name Owner as the primary insured and shall name Manager as an additional insured by endorsement.

- 7. Owner agrees to defend, indemnify and hold Manger, including Manager's employees, contractors, vendors and owners harmless, including all of Manager's costs and attorneys' fees, from any demands, claims or causes of action arising out of any Saint Joseph patients' presence at or use of the Chelsea Wellness Center in general and the child care area in particular.
- 8. All SJMC patients who intend to leave their children in the child care area at the Chelsea Wellness Center will be required to execute a Terms of Use Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By:

Name: Brian Hummert

Title: Vice President and Chief Financial Officer

ADDRESS FOR NOTICE; 2055 W. Army Trail Road, Suite 124 Addison, IL 60101 OWNER:

The Chelsen-Area Wellness Foundation

Amy Heydlauff \(\frac{1}{2}\)
Executive Director \(\frac{1}{2}\)

ADDRESS FOR NOTICE: 310 N. Main, Suite 203 Chelsea, MI 48118

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

This Third Amendment to the Management Agreement ("Third Amendment") is dated January 1, 2018 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment") and amended again on January 31, 2017 ("Second Amendment"), pertaining to the operation and management of Chelsea Wellness Center. The Second Amendment extends the Management Agreement through December 31, 2017.

WHEREAS, Manager and the Owner desire to extend the Term of the Management Agreement to December 31, 2022.

WHEREAS, Manager and Owner have agreed to make certain amendments to the terms and provisions of the Management Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First and Second Amendments and in this Amendment, to the extent it amends the Management Agreement as set forth herein, the Manager and Owner agree as follows:

RECITALS: Recital A in the Management Agreement is deleted and is replaced with the following Recital A:

Owner is a nonprofit charitable institution that owns Chelsea Wellness Center, Manchester Wellness Center, Stockbridge Wellness Center and Dexter Wellness Center located in Michigan (each a "Center" or "Facility", and collectively, the "Facilities" or the "Centers"). The mission of the Foundation is to cultivate improvements in personal and community wellness for the populations geographically located in the school districts of Chelsea, Dexter, Grass Lake, Manchester, and Stockbridge, Michigan (the "Service Area") through stewardship of its resources, innovative and collaborative grants, and engagement of the community residents in the pursuit of healthy life choices (the "Mission"). Providing community health and wellness centers to the general public, including the Centers covered by this Agreement, is one way the Foundation fulfills its charitable mission.

Article 1: The language in the first sentence is deleted and is replaced with the following language:

Owner retains Manager as the manager for the Centers and Manager accepts such appointment on the terms and conditions set forth below.

Article 2, Section 1(a): The first sentence is deleted and is replaced with the following language:

This Agreement commences on January 1, 2018 and shall continue for five years or until December 31, 2022 (the Term).

Article 2, Section 2.1(d) is deleted and is replaced with the following

Manager shall engage all such personnel as may be reasonably necessary and appropriate for the timely and efficient provision of the Services. All employees of the medically integrated wellness centers will be employees of Manager. Owner retains the right to increase or decrease the human resource budget for individuals providing wellness or administrative services. Manager, as an independent contractor, retains all the rights and privileges of an employer as to Manager's personnel including, but not limited to, the right to hire, direct, discipline, compensate, and terminate its employees assigned to Facilities. Manager shall be solely responsible for all aspects relating to the recruitment, employment, labor law compliance, compensation of (including the payment rate and benefits, and the withholding, reporting and payment of all payroll taxes and other withholdings) with respect to all such personnel. Owner will reimburse Manager for the Centers' payroll cost as detailed in a written invoice, monthly on the 10th day of each month for the total aggregate compensation (including performance bonuses) for the current month, which includes allocations and amounts for fringe benefits, manager's general liability, worker compensation insurance, property insurance (including fire, extended coverage and business interruption), professional liability, employment practices

liability, and crime and fidelity insurance for acts of dishonest employees and others (see also Section 6).

Owner will reimburse Manager for the direct costs for any employees of Manager working on matters directly related to operation of the medically integrated wellness centers, together with third party payroll processing charges and any general expenses, at cost, an estimate of which must be provided to and approved in writing by Owner prior to commencement of the work. Owner will reimburse manager at the rate of \$.25 per member per month for estimated costs relating to Cyber Liability, HIPAA training and HIPAA compliance. Manager shall provide Owner a reconciliation of such costs on an annual basis and will true the estimated costs to actual, not to exceed \$4 per member annually.

Article 2, Section 2.1(e) is deleted and is replaced with the following language:

Manager shall insure that all of the Manager's employees, are competent credential/licensed staff, where licensing or specific credentials are required who will attend ongoing education classes and keep their licenses current.

Article 5, Section 5.1 (c) is deleted and is amended as follows:

(c) the performance by Manager of other obligations. Manager shall notify Owner, at least five (5) business days in advance, of the need for any such working capital funds if sufficient funds are unavailable in the Operating Accounts.

Exhibit A to the Management Agreement is amended as follows:

Sales, Marketing and Customer Service (p. A-3), "Corporate sales programs" is changed to Corporate membership programs and "Ongoing competitive analysis" is deleted. The following services are added:

- Implementation and administration of CRM system (Power Force) for sales and ROI Tracking
- Track, manage and provide support to all center social media channels
- Provide digital (website and social media) data and reporting analytics on a monthly basis

*Under Human Resources, Education and Training (p.A-4), "Volunteer recruitment and retention programs" are deleted.

Exhibit B Management Fees is deleted and replaced with the Exhibit B Management Fees attached.

EXHIBIT B: Management Fees

2018-2022

Manchester and Stockbridge: \$1,350 each monthly

Chelsea and Dexter: \$7,916 each monthly/\$95,000 each annually

Of the \$7,916 per month for Chelsea and Dexter \$5,145 (65%) shall be payable as a base management fee. The remaining \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (35% weight) to be measured annually upon completion of the fiscal year.
 - a. Chelsea: Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
 - b. Dexter: Meet annually budgeted expenses, measured at the close of each fiscal year.
- B. Member Survey (30% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) meeting or exceeding the established baseline NPS score as an average for the previous three years (20%).
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured bi-annually (10%).
- C. Mission Stewardship (35%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on greater than 10% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (10% weight)
 - b. Maintain or improve 12-month average, per member, per month visits, year over year. (5% weight)
 - c. Meet annual member goals established as part of the budget. (20% weight)

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By: Name: Brian Hummert

Title: President

ADDRESS FOR NOTICE: 851 Oak Creek Drive Lombard, Il 60148

OWNER:

THE CHELSEA-AREA WELLNESS FOUNDATION

Name: Amy Heydlauff

Title: Chief Executive Officer

ADDRESS FOR NOTICE: 310 N. Main Street, Suite 203

Chelsea, MI 48118

Nume: Scott Broshar Title: Treasurer

FORTH AMENDMENT TO MANAGEMENT AGREEMENT

This Forth Amendment to the Management Agreement ("Forth Amendment") is dated April 1, 2020 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment") and amended again on January 31, 2017 ("Second Amendment"), and amended a third time on January 1, 2018 pertaining to the operation and management of Owner's Wellness Centers.

WHEREAS, Manager and Owner have agreed to make certain amendments to the terms and provisions of the Management Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First, Second and Third Amendments and in this Amendment, to the extent it amends the Management Agreement as set forth herein, the Manager and Owner agree as follows:

RECITALS: Recital A in the Management Agreement is deleted and is replaced with the following Recital A:

Owner is a nonprofit charitable institution that owns Chelsea Wellness Center, Stockbridge Wellness Center and Dexter Wellness Center located in Michigan (each a "Center" or "Facility", and collectively, the "Facilities" or the "Centers"). The mission of the Foundation is to cultivate improvements in personal and community wellness for the populations geographically located in the school districts of Chelsea, Dexter, Grass Lake, Manchester, and Stockbridge, Michigan (the "Service Area") through stewardship of its

resources, innovative and collaborative grants, and engagement of the community residents in the pursuit of healthy life choices (the "Mission"). Providing community health and wellness centers to the general public, including the Centers covered by this Agreement, is one way the Foundation fulfills its charitable mission.

Exhibit B Management Fees is deleted and replaced with the Exhibit B Management Fees attached.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

By: Name: Brian Hummert

Title: President

ADDRESS FOR NOTICE: 851 Oak Creek Drive

Lombard, Il 60148

OWNER:

THE CHELSEA-AREA WELLNESS FOUNDATION

Name: Amy Heydlauff

Title: Chief Executive Officer

ADDRESS FOR NOTICE: 310 N. Main Street, Suite 203

Chelsea, MI 48118

EXHIBIT B: Management Fees

2018-2022

Stockbridge: \$1,350 monthly

Chelsea and Dexter: \$7,916 each monthly/\$95,000 each annually

Of the \$7,916 per month for Chelsea and Dexter \$5,145 (65%) shall be payable as a base management fee. The remaining \$2,771 per month (or \$33,260 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (35% weight) to be measured annually upon completion of the fiscal year.
 - a. Chelsea: Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
 - b. Dexter: Meet annually budgeted expenses, measured at the close of each fiscal year.
- B. Member Survey (30% weight) measured annually
 - a. Achieving at a minimum the defined Net Promoter Score (NPS) meeting or exceeding the established baseline NPS score as an average for the previous three years (20%).
 - b. Secret Shop Evaluation achieving 92% or better on the overall score measured bi-annually (10%).
- C. Mission Stewardship (35%) to be measured annually upon completion of the fiscal year.
 - a. Provide outcome measurements on greater than 10% of the members based upon performance health reassessments with average measurements equal or improved over previous year aggregate data. (10% weight)
 - b. Maintain or improve 12-month average, per member, per month visits, year over year. (5% weight)
 - c. Meet annual member goals established as part of the budget, (20% weight)

FIFTH AMENDMENT TO MANAGEMENT AGREEMENT

This Fifth Amendment to the Management Agreement ("Fifth Amendment") is dated January 1, 2023, by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment"), amended again on January 31, 2017 ("Second Amendment"), pertaining to the operation and management of Chelsea Wellness Center and amended again on January 1, 2018 ("Third Amendment") extending the Management Agreement through December 31, 2022. A Fourth Amendment was executed on April 1, 2020 clarifying language in the original Management Agreement.

WHEREAS, Manager and the Owner desire to extend the Term of the Management Agreement to December 31, 2024.

WHEREAS, Manager and Owner have agreed to make certain amendments to the terms and provisions of the Management Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First, Second, Third and Fourth Amendments and in this Amendment, to the extent it amends the Management Agreement as set forth in prior amendments and herein, the Manager and Owner agree as follows:

Exhibit B Management Fees is deleted and replaced with the Exhibit B Management Fees attached.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date

By:

first written above.

MANAGER:

POWER WELLNESS MANAGEMENT, LLC

Name: Brian Hummert

Title: President

ADDRESS FOR NOTICE: 851 Oak Creek Drive Lombard, II 60148

OWNER:

THE CHELSEA-AREA WELLNESS FOUNDATION

Name: Stephen Petty

Title: Chief Executive Officer

ADDRESS FOR NOTICE: 14800 E. Old US Hwy 12, Chelsea, MI 48118

EXHIBIT B: Management Fees

<u>2023-2025</u>

Stockbridge: \$1,350 each monthly

Chelsea and Dexter: \$7,916 each monthly/\$95,000 each annually

Of the \$7,916 per month for Chelsea and Dexter \$5,541 (70%) shall be payable as a base management fee. The remaining \$2,375 per month (or \$28,500 annually) is considered to be "at risk" based on Manager's performance. Owner shall pay Manager the "at risk" fee at the measurement periods specified, based upon achieving the following performance measurements:

- A. Resource Stewardship (35% weight) to be measured annually upon completion of the fiscal year.
 - a. Obtain or exceed the approved budgeted net operating income (net income before Management Fee and depreciation)
 - b. Meet annually budgeted expenses, measured at the close of each fiscal year. Unfavorable expense variances as a result of favorable variances in revenue producing services such as personal training and massage are excluded.
- B. Member Survey (30% weight) measured annually
 Achieving a Net Promoter Score (NPS) of Excellent (70% to 84%) or greater.
- C. Member Goals (35%) to be measured annually upon completion of the fiscal year.
 - a. Meet net annual member goals established as part of the budget (30%).
 - b. Maintain or improve 12-month average, per member, per month visits, year over year (5%)

SIXTH AMENDMENT TO MANAGEMENT AGREEMENT

This Sixth Amendment to the Management Agreement ("Sixth Amendment") is dated January 3, 2024 by and between the Chelsea-Area Wellness Foundation ("Owner") and Power Wellness Management, LLC, an Illinois limited liability company ("Manager").

WHEREAS, Owner and Manager are parties to a Management Agreement executed effective December 10, 2014 and first amended on March 1, 2015 ("First Amendment") second amended on January 31, 2017 ("Second Amendment"), pertaining to the operation and management of Chelsea Area Wellness Foundation Centers third, amended on January 1, 2018 extending the term of the Agreement, fourth amended on April 1, 2020 clarifying language in the original Management Agreement and fifth amended on January 1, 2023 extending the term of the Management Agreement and updating the Management Fees.

WHEREAS, Owner has requested that Manager develop, staff and provide, using Manager's employees, various group exercise classes, including but not limited to on-site mind body classes at the Dexter Senior Center and classes, activities, memberships and programs at local parks, on properties outside the fitness centers and at school facilities for adults and youth between the ages of 13-17 ("Off-Site Programs").

WHEREAS, Manager has agreed, in accordance with the standards in the Management Agreement, to develop, staff and provide, using Manager's employees, Off-Site Programs for adults and youths between the ages of 13-17, subject to the compensation and

expense reimbursement terms and conditions as set forth in the Management Agreement, as amended, applicable to Manager's employees providing services to and on behalf of Owner under the Management Agreement as amended;

WHEREAS, Owner further acknowledges and agrees that this Sixth Amendment is not intended to expand the scope of the services Manager has agreed to provide under the Management Agreement, as amended, nor to expand Manager's liabilities in any way under the Management Agreement as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Management Agreement, the First, Second, Third, Fourth, and Fifth Amendments and in this Sixth Amendment, to the extent it amends the Management Agreement as set forth herein, the Manager and Owner agree as follows:

- 1. Owner agrees to pay Manager's employees, for any and all Off-Site Programs, at the rates delineated in the most recent fiscal year budget, including burden, and will be expensed in the respective Center budget. Manager, as requested by Owner will assist in the billing process for such services, as requested, and related revenue will be reflected in the same Center budget unless otherwise directed by Owner.
- 2. Owner and Manager acknowledge that the parties' current Management Agreement contemplates insurance and indemnification obligations of the parties while the management services are being performed at Owner's Fitness Center covered by the Management Agreement but not the Off-Site Programs contemplated within this Amendment.
- 3. The parties further agree that Section 7 of the Management Agreement is amended as follows:

(a)(1) Owner agrees

- (i) to indemnify and hold Manager harmless from any loss, damage or expense incurred by Manager as the result of injury to persons or property in and about the Facilities or elsewhere while Manager is carrying out its obligations under this Agreement or providing Off-Site Programs;
- (ii) to reimburse Manager for any expenses Manager incurs in defense of any proceeding against Manager or Owner, jointly or severally, by any third party arising from or due to the condition or use of the Facilities, or elsewhere while Manager is providing Off-Site Programs or due to any act or omission of Owner, or any contract pertaining to the Facilities, the Dexter Senior Center or any other location where Off-Site Programs are provided; and
- (iii) to defend promptly and diligently, at Owner's expense, any proceeding brought against Manager or Owner, jointly or severally, arising out of this Agreement, and to hold harmless and indemnify Manager from any judgment, loss or settlement on account thereof subject to Owner's right to raise in any such proceeding the Michigan 3-year statute of limitations applicable to personal injuries.

However, Owner shall have no obligation to indemnify Manager against loss, damage or expense suffered by Manager as a result of Manager's negligence, willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority under this Agreement.

(a)(2) Manager agrees

(i) to indemnify and hold Owner harmless from and against any loss, damage and expense incurred by Owner as a result of Manager's negligence, willful misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority under this Agreement;

and,

(ii) to defend promptly and diligently, at Manager's expense, any proceeding

brought against Owner or Manager, jointly or severally, arising from Manager's negligence, willful

misconduct, material breach of this Agreement, or acts outside the scope of Manager's authority

under this Agreement.

It is expressly understood and agreed that the provisions of this Section shall 4.

survive the termination or expiration of this Agreement.

Owner further agrees that Owner's insurance obligations under Section 6 of the 5.

Management Agreement, as amended, also shall apply to all Off-Site Programs under this Sixth

Amendment.

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment as of the

date first written above.

MANAGER:

OWNER:

POWER WELLNESS

MANAGEMENT, LLC

Name: Brian Hummert

Title: President

By:

Name: Steve Petty

FOUNDATION

THE CHELSEA-AREA WELLNESS

Title: Chief Executive Officer

ADDRESS FOR NOTICE:

851 Oak Creek Drive

Lombard, Il 60148

ADDRESS FOR NOTICE: 14800 E. Old US Hwy 12

Chelsea, MI 48118

EXHIBIT C EXAMPLE INCOME STATEMENT

[TO BE INSERTED]

Example Income Statement: Exhibit C

Dexter Wellness Center Income Statement For the 11 Months Ending February 29, 2024

| | Period To Date | PTD Budget | <u>Variance</u> | <u>Last Year</u> | Year To Date | YTD Budget | <u>Variance</u> | Last Year |
|--|------------------|----------------|------------------|------------------|---------------------------------------|--------------------|--------------------|--------------------|
| Members: | | | | | | | | |
| New | 97 | 108 | -10% | 124 | 976 | 1,349 | -28% | 1,338 |
| Net New & Reactivated Bridge/Freezes | (36) | 0 | 0% | (43) | (148) | 0 | 0% | (81) |
| Cancelled | 54 | 78 | 31% | 66 | 774 | 863 | 10% | 682 |
| Net | 7 | 30 | -77% | 15 | 54 | 486 | -89% | 575 |
| Total Members | 2,747 | 3,162 | -13% | 2,640 | 2,747 | 3,162 | -13% | 2,640 |
| Revenues | | | | | | | | |
| Rental & Other: | | | | | | | | |
| Conference Room & Other Rental | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$0 0 | \$150 150 |
| Member Services: | | | | | | | | |
| Membership Dues | 158,322 | 187,901 | (29,579) | 150,781 | 1,675,235 | 1,864,519 | (189,284) | 1,455,475 |
| Guest Fees | 1,018 | 2,481 | (1,463) | 1,685 | 28,669 | 25,866 | 2,803 | 19,445 |
| Card Replacement Fees | 0 | 15 | (15) | 10 | 20 | 165 | (145) | 45 |
| | 159,340 | 190,397 | (31,057) | 152,476 | 1,703,924 | 1,890,550 | (186,626) | 1,474,965 |
| Fitness: | = | | 4.50 | | 52.054 | 22.224 | 20.502 | 0.5 |
| Enrollment Fees/Health Assessments Community Education Programs | 7,204 4,449 | 2,597 1,000 | 4,607 3,449 | 200 1,353 | 63,054 25,538 | 32,381 11,000 | 30,673 14,538 | 976 12,828 |
| Community Education Frograms | 11,652 | 3,597 | 8,055 | 1,553 | 88,592 | 43,381 | 45,211 | 13,804 |
| Ancillary: | • | | | | | | | |
| Anciliary: Group Exercise/Aerobics | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 440 |
| Swim Programs | 642 | 1,730 | (1,088) | 2,061 | 24,465 | 16,326 | 8,139 | 9,293 |
| General Medical Integration | 1,499 | 1,650 | (151) | 447 | 9,042 | 11,550 | (2,508) | 6,049 |
| Café | 1,921 | 1,107 | 814 | 1,192 | 16,734 | 10,981 | 5,753 | 9,500 |
| Pro Shop | 477 | 1,107 | (630) | 1,575 | 11,104 | 10,981 | 123 | 10,661 |
| Personal Training | 6,174 | 7,860 | (1,686) | 6,283 | 67,424 | 64,452 | 2,972 | 55,226 |
| Pilates Spa/Massage | 418 3,618 | 360 5,796 | 58 (2,178) | 0 4,999 | 5,654 47,357 | 3,960 53,452 | 1,694 (6,095) | 6,001 47,407 |
| Children's Area | 1,807 | 1,625 | 182 | 1,360 | 17,934 | 15,775 | 2,159 | 9,841 |
| | 16,556 | 21,235 | (4,679) | 17,956 | 199,716 | 187,477 | 12,239 | 154,419 |
| Total Revenue | 187,549 | 215,229 | (27,680) | 171,984 | 1,992,232 | 2,121,408 | (129,176) | 1,643,338 |
| Expenses | | | | | | | | |
| Salaries & Burden | 117,352 | 132,729 | 15,377 | 130,003 | 1,230,679 | 1,436,243 | 205,564 | 1,228,172 |
| Other Employee Expenses | 1,829 | 3,226 | 1,397 | 2,312 | 31,039 | 35,486 | 4,447 | 31,486 |
| General Supplies & Services | 537 | 862 | 325 | 308 | 6,797 | 9,482 | 2,685 | 6,754 |
| Environmental Supplies Cost of Goods Sold | 3,073 1,160 | 4,735 1,229 | 1,662 69 | 3,717 1,200 | 53,471 16,296 | 52,085 12,186 | (1,386) (4,110) | 45,349 10,541 |
| Minor Equipment | 703 | 660 | (43) | 286 | 6,776 | 7,260 | 484 | 2,715 |
| Repairs & Maintenance | 2,349 | 3,550 | 1,201 | 4,700 | 23,369 | 39,050 | 15,681 | 35,174 |
| Service Contracts & Licenses | 11,295 | 13,664 | 2,369 | 11,848 | 145,261 | 150,304 | 5,043 | 118,628 |
| Marketing & Collateral | 8,191 | 9,722 | 1,531 | 9,218 | 84,590 | 106,942 | 22,352 | 96,606 |
| Utilities | 21,265 | 20,950 | (315) | 18,577 | 231,204 | 230,450 | (754) | 220,615 |
| Bank Fees & Miscellaneous Other Taxes & Fees | 3,403 900 | 7,613 165 | 4,210 (735) | 2,969 850 | 65,700 2,150 | 76,358 1,815 | 10,659 (335) | 56,077 850 |
| Total Expenses | 172,057 | 199,105 | 27,048 | 185,987 | 1,897,332 | 2,157,661 | 260,329 | 1,852,965 |
| Net Operating Income | 15,492 | 16,124 | (632) | (14,003) | 94,900 | (36,253) | 131,153 | (209,627) |
| Management Fees | 7,916 | 7,917 | 1 | 7,917 | 87,076 | 87,087 | 11 | 87,087 |
| Depreciation and Amortization | 11,000 | 11,000 | 0 | 16,000 | 121,000 | 121,000 | 0 | 131,000 |
| Allocated CAM | 65,201 | 65,201 | 0 | 65,201 | 717,211 | 717,211 | 0 | 717,211 |
| Net Income (Loss) | (\$68,625) | (\$67,994) | (\$631) | (\$103,121) | (\$830,387) | (\$961,551) | \$131,164 | (\$1,144,525) |
| | | | | | | | | |
| Ancillary Services Net Income (Loss) | (0051) | 637 | (6077) | 6220 | Ø5 111 | (6007) | 66 100 | ¢2 107 |
| Swim Programs (Net) Café (Net) | (\$951) \$906 | \$26 \$372 | (\$977) \$534 | \$239 \$769 | \$5,111 \$6,590 | (\$997) \$3,580 | \$6,108 \$3,010 | \$2,187 \$3,313 |
| Cate (Net) Pro Shop (Net) | \$906 \$107 | \$372 \$419 | \$534 (\$312) | \$/69 \$605 | \$6,590 \$3,413 | \$3,580 \$4,062 | \$3,010 (\$649) | \$3,313 \$4,110 |
| Personal Training (Net) | \$3,097 | \$3,841 | (\$744) | \$4,173 | \$34,652 | \$30,911 | \$3,741 | \$30,600 |
| Pilates (Net) | \$3,077 | \$91 | \$232 | (\$399) | \$2,220 | \$1,001 | \$1,219 | \$2,424 |
| Massage/Spa (Net) | \$2,532 | \$2,011 | \$521 | \$2,307 | \$20,924 | \$17,893 | \$3,031 | \$20,274 |
| Children's Area (Net) | (\$3,849) | (\$5,375) | \$1,526 | (\$1,989) | (\$34,079) | (\$61,225) | \$27,146 | (\$22,221) |
| Total Ancillary Services Net Income (Loss) | \$2,165 | \$1,385 | \$780 | \$5,705 | \$38,831 | (\$4,775) | \$43,606 | \$40,688 |
| | | | | | · · · · · · · · · · · · · · · · · · · | | | |

EUGENIA PATRU M.S.W.

Board Certified Diplomate American Board of Examiners

June 9, 2024

Chris Tmmis, Superintendent Dexter Community Schools 2704 Baker Road Dexter, Michigan 48130

Dear Superintendent Timmis:

This is a commendation letter for your outstanding art teacher, Roger Sprau.

Over the past several months, Roger led his students toward an outstanding contribution for the Dexter Bicentennial celebration. The art work the students created are so impressive! Each work captures the various sites around Dexter and immediately draws in the viewer. It is fascinating to see what captured the minds of these students and how they chose their various mediums to celebrate the event. I am very sure the Bicentennial will be remembered for many, many years through all of these works.

And, of course, all of this was possible through Roger's leadership. Each and every time my husband, Steve Feinman, asked Roger for help, Roger said, "Sure!" Roger easily motivated his students. He engaged their parents as appropriate. He fashioned a way to have all of these images memorialized in booklets. He was willing to have the images divided into appropriate decades so each decade in the parade can be introduced by the art work.

In these days of controversy over educators and how important they are in the lives of students, Roger's professionalism stands apart from all of this controversy. He simply appears to do what's best for his students and does so with talent of his own.

My heartfelt congratulations to you in finding such a valuable educator.

Sincerely yours,

Jean Patru



Dexter Community Schools Nice Job Notes MAY 2024

Brandon Anderson
Tracy Baker
Kris Bowman
Candice Brown
Meghan Buckler
Kirsten Butler (2)
Angela Chea
Chris Donahue
Ellen Doss
Krista Early (2)
Adrian Edwards
Evie Erickson
Ryan Fisher
Trina Gale

Katie Heikkila (2)
John Hensen
Abby Holland
Tamara Hytinen
Rose Jerome
Mel Joling
Annette Jones
Susan Karsch
Mollie Kemp

Kirsten Korff
Pam Krebs
Andrea Lindback
Kristen Linn
Adrienne Losh
Becky Mann
Deb Marsh (2)

Beau Kimmey

Maria Mast Melanie McIntyre (2)

Barry Mergler

Melanie Nowak

Shannon Pederson Sharon Raschke Amy Raus Drake Reinert Amy Roske
Amy Sadler
Maria Sagante
Tori Scheffler (2)
Betsy Schmidt
Melissa Shaieb
Stacy Shields
Sandy Sloan
Elizabeth Smith
Patti Steinbrecher
Megan Stetson
Hannah Stewart
Brooke Stidham
Carmen Stinebaugh
Dennis Stockwell (2)

Stacey Sutton
David Teddy
Lisa Travis (3)
Hope Vestergaard
Kaitlyn Videtta
Chad Wilktrakis
Grace Wolfe

MAY = 70

POSTCARD CONNECTORS =

229

RUNNING TOTAL = 42266

MINUTES June 5, 2024 1pm

Call to order:

Present: Chris Timmis (Superintendent), Sharon Raschke (Senior Project Manager/CFO - DCS), Dick Lundy (DCS Board Treasurer), Ann Davis (Dexter Senior Center), Jerry Brand (Senior Center Facilities Committee), Jennifer Starrs (citizen), Jennifer Kangas (DCS Board - Virtual), Jim Carson (Dexter Senior Center), Anne Williams (Dexter Senior Center), Mara Greatorex (DCS Board)

- 1. Approval of Agenda Ann Davis moved to approve, Dick Lundy- second unanimous
- 2. Approval of Minutes Ann Davis moved to approve, Dick Lundy- second unanimous
- 3. Old Business-Updates/new information to share:
 - a. Update on City Zoning Ordinance/Issues
 - i. City Council approved the site plans to move forward on 4/22, but requiring a Zoning Board of Appeals (ZBA) variance or door added (consistent with the Planning Commission recommendation from 4/1. ZBA meeting to be 5/20. When 5/20 approached, only 1 ZBA member and 2 alternates were available to meet. A unanimous 3/3 vote would have been required and not probable. Brouwer requested to defer to 6/17 ZBA meeting.
 - ii. Thru the efforts of the DSC leadership, on 5/6, the Planning Commission discussed a potential text amendment to the Zoning Ordinance that would have allowed the Planning Commission or City Council to use some judgment in a situation like the DSC Baker Rd door noncompliance. The Planning Commission clarified that they had no interest in discussing this topic further.
 - iii. Thru those same efforts (ii), on 5/13, the City Council discussed the Zoning Ordinance. City Council requested the Planning Commission to hold a public hearing and provide a recommendation to City Council for a change to the Zoning Ordinance, Section 11.11 Design Standards Regarding Primary Building Entrance Fronting Public Roads.
 - iv. Thru those same efforts (ii) and at the direction of the City Council (iii), on 6/4, the Planning Commission again discussed a potential text amendment to the Zoning Ordinance. They set a public hearing on the matter for 7/1. The tone continued to be that they had no interest in recommending this change and the unique situation for the Dexter Senior Center has a good case for a ZBA waiver.
 - v. The site plan and construction documents were prepared with the front door. If a ZBA waiver is granted or if the Zoning Ordinance is changed before Steve Brouwer proceeds with construction of that element, then

the construction drawings will be changed to eliminate a Baker Rd facing door.

- b. Update on City Zoning approval Brouwer proceeded with the site plan and construction documents. He submitted to Michelle at the City on May 1 for preliminary zoning approval. After prompting calls, on May 20, Michelle issued a notice that the revised final site plan did not meet all of the conditions. Sharon contacted Michelle who subsequently met with Steve Brouwer on all the alleged issues. After the meeting, there were still outstanding issues holding up the preliminary zoning approval. After several more discussions with Michelle, she agreed to issue preliminary zoning approval so we could proceed with county building permits. Michelle issued the preliminary zoning approval on June 3. Steve filed for county permits on June 3.
 - i. Outstanding issues that need to be worked out before final zoning approvals (November) were identified as:
 - Parking-The parking lot has operated with 250 spaces since it was constructed. After much discussion, Michelle and Steve agreed to take the issue back to the Planning Commission on 6/3 to reduce the required parking from 254 to 250. On 6/3, the Planning Commission approved the requested waiver. On 6/10 will go to City Council for final approval.
 - 2. Detention pond-The City consultants identified issues with the detention pond including the storm basin and the vegetation. After several additional conversations and meetings, Michelle and Steve agreed to very minor repairs to the detention basin and spraying a small area of vegetation. The school district should consider an education based hands on program for the detention pond going forward together with the Washtenaw County Water Resources.
- c. Updates on Dexter Senior Center
 - Dexter Senior Center Facility Committee (DSC FC) continued to meet weekly thru May 23. With most major decisions behind, the next meeting will be June 20. You have access to the minutes.
 - 2. Site soil issue on the West side will require helical piers for foundation stabilization.
 - 3. DSC FC continues to monitor the entire project budget. We can complete a completely functional, nice facility within the current budget. Unanticipated zoning and site costs have used a portion of the contingency budget.
 - 4. The DSC FC has identified and have prioritized add alternates as they are brought forward. There will not be sufficient funds to provide for the desired alternates.

- d. Updates from legal
 - 1. DCS Board resolution executed
 - 2. LOI for purchase of Dexter Wellness Center (Unit 1) executed
 - 3. LOI for purchase of Dexter Senior center to be built (Unit 2) executed
 - 4. Temporary Access agreement with Dexter Wellness Center, Brouwer and DTC III for due diligence work executed
 - LOI for dissolution of condo DTC III association meeting approved concept - LOI executed
 - 6. Amendments to the Dexter Town Center Condominium and DTC III (old Pharmacy Building) is now being evaluated versus Dissolution; 4/16 meeting with City attorney, City Development, City Manager; several meetings with Association and DCS attorneys and assessor consultant has outlined potential approach; PEA survey is providing Exhibit B; Master Deed amendments being drafted by Association attorney.
 - 7. Management Agreement with 5HT thru 3/31/2025 executed
 - 8. Purchase agreement for DWC executed (Closed on Dexter Wellness Center 4/26/2024)
 - 9. Purchase agreement for DSC build (Unit 2) drafted with comments from BST, Committee incorporated. Ready for execution.
 - 10. AE agreement with DSC county grant and BST for services to be paid from grant executed
 - 11. Capital Investment agreement with DSC county grant and BST for services to be paid from grant-executed
 - 12. Donor-funded agreement with DSC county grant and BST for services to be paid from grant-drafted.
 - 13. Lease for ATI space between 5HT and DSC was abandoned because the building was scheduled for closing before a lease was prepared. In lieu, a Letter of Intent outlined expectations executed.
 - 14. Lease for ATI space by DCS with the DSC executed (Seniors moved in beginning 4/26/2024)
 - 15. Lease for new building DCS with DSC no action.
 - 16. Management Agreement for after 4/1/2025 to begin researching beginning later this year
- e. Updates on due diligence
 - 1. Environmental Phase 1 done. Report received.
 - 2. Environmental Phase 2 done. Report received.
 - 3. Environmental BEA report done. Report received. Filed with the State.

- 4. An Updated Phase 1 will need to be done on Unit 2. The expiration is 6 months.
- 5. PEA surveys for amending the Master Deeds are ordered.
- 6. Equipment in the DWC was purchased at closing 4/26 for \$200,000. Escrowed funds are pending release of SBL lien. DCS acquired the DWC on 4/26/2024 for \$5,300,000.

f. Budget summary

| | Dexter Multigenerational Community Center | | | |
|---------------------|--|----------------|----------------|----------------|
| | Grants Overview | | | |
| | | Budget | FYTD 2023-24 | Remaining |
| | | | thru 5/31/2024 | Funding |
| Revenue | DHHS ARP-Senior & Community Cnt | \$8,500,000.00 | \$5,637,884.94 | \$2,862,115.06 |
| Expenses | 1391 - Other Community Services Totals | \$500,000.00 | \$114,907.44 | |
| Expenses | 1451 - Site Acquisition Services Totals | \$165,000.00 | \$22,977.50 | |
| Expenses | 1455 - Building Acquisition Totals | \$7,635,000.00 | \$5,300,000.00 | |
| Expenses | 1459 - Other Acquisition Services/FF&E Totals | \$200,000.00 | \$200,000.00 | |
| Revenue vs Expenses | | \$0.00 | \$0.00 | |
| Revenue | DSC-ARP-Community Priority Funds-Food Assistance | \$100,000.00 | \$100,000.00 | \$0.00 |
| Revenue | DSC-ARP-Community Priority Funds-Capital Project | \$654,812.00 | \$34,300.38 | \$620,511.62 |
| Expenses | 1391 - Other Community Services Totals | \$0.00 | \$0.00 | |
| Expenses | 1453 - Architecture & Engineering Services Totals | \$134,300.38 | \$134,300.38 | |
| Expenses | 1455 - Building Acquisition Totals | \$620,511.62 | \$0.00 | |
| Expenses | 1459 - Other Acquisition Services/FF&E Totals | \$0.00 | \$0.00 | |
| Revenue v | /s Expenses | \$0.00 | \$0.00 | |
| Total Funding | | \$9,254,812.00 | \$5,772,185.32 | \$3,482,626.68 |
| To record | transfer of costs from DCS prior to 2/1/2024 paid by I | OSC Grant | | |
| Revenue | Dexter Senior Center | \$0.00 | \$33,900.38 | \$0.00 |
| Expenses | 1391 - Other Community Services Totals | \$0.00 | \$33,900.38 | |
| Revenue v | s Expenses | \$0.00 | \$0.00 | |

Key areas of budget concern:
Alternates are not funded at this time
Spent \$55,000 in legal fees to 4/30/2024
Spent \$41,500 in due diligence (appraisal, environmental, survey)
Proposed \$25,000 in transfer tax at closing that is normal seller expense
Potential \$200,000 2025 property tax

4. New Business

- b. Dexter Wellness Center management
 - i. Management Agreement with 5HT was executed on 4/26. The operation of the Dexter Wellness Center will be by 5HT under its Management Agreement with Power Wellness. The agreement provides for the continuity of operations through 3/31/2025. Planning for beyond will begin later this year.
 - ii. The Dexter Wellness Center holds monthly review meetings involving Power Wellness corporate and local leadership, along with Foundation leadership. The first of these meetings took place on May 22, attended by Chris Timmis, Craig McCalla, and Sharon Raschke. Membership has increased by 106 compared to last April, and the net income year-to-date through April 30 is \$7,358, with the goal of achieving financial and operational consistency in the first year.
 - iii. We are in the process of evaluating the provider for the gas and electric with MISEC, the consortium. An evaluation of gas is complete and the savings will be \$3/MCF. An analysis of the electric is forthcoming. As of 7/1/2025, the MISEC electric will be provided 100% from the MISEC solar farm for our account based on the resolution of the school board last November.
 - iv. The Dexter Senior Center is leasing the former ATI space at the Dexter Wellness Center while their new building is being constructed. They moved on 4/26. There are some unanticipated issues to resolve with the MOW and Health Department inspections and licensing. They were also required to get a new Certificate of Occupancy and fire inspection for a Change of Tenant application with the City. Ageways Agency on Aging-have to verify ADA compliance.
- b. Community Project Funding (CPF) Grant
 - i. Email May 3-notice of grantee of \$850,000
 - ii. Email May 17- Welcome Webinar held June 4. Provided high-level overview and contacts for our grant
 - iii. Planning for expenditures The Dexter Senior Center Facility Committee has been planning for the new building within the allowance provided by the DHHS \$8.5m grant, the Washtenaw County grant for the DSC-Food Assistance \$100,000, and the Washtenaw County grant for the DSC-Capital Project \$654,812. We can complete a completely functional, nice facility within the allowance, with no equipment or furniture. The Multigenerational Committee of the Dexter Community Schools Board of Education could begin discussing prioritizing use of the Community Project Funding \$850,000 grant to continue to carry out the vision of the Dexter Multigenerational Community Center. No action at this time. The requirements and timelines and restrictions are not known at this time.

5. Timelines

- i. Acquisition of the Dexter Wellness Center completed 4/26/2024
- Acquisition of the Dexter Senior Center delayed approximately 4 weeks due to City zoning delays. Land to be stripped beginning the week of June 10. Targeting substantial completion in December 2024 with final punchlist items and furniture acquisition complete thereafter. Estimated move in March 2025.
- 6. Continuing sharing Community Information
 - a. Communication on what is happening and steps FAQ is the source of information on school website FAQ Senior Center Wellness Center
 - b. Community events
 - Dexter Wellness Center A ceremonial ribbon cutting was held on 5/20, attended by Congresswoman Debbie Dingell, Senator Sue Shink, Representatives Jennifer Conlin and Carrie Rheingans, and representatives from local organizations, including the Dexter School Board, Dexter Senior Center, 5 Healthy Towns Foundation, Dexter Wellness Center, and DCS District Staff.
 - 2. Dexter Senior Center groundbreaking TBD...site will be stripped week of June 10. Target groundbreaking for June 14.
- 7. Discussion TBD
- 8. Next meeting June 19, 2024, 10:15 AM at Bates School Board Room
- 9. Public Comment None
- 10. Adjournment 2:30 pm