



CHARTER TOWNSHIP OF HIGHLAND

1600 W. Highland Rd – Training Room - Highland, Michigan 48357 248/887-3791

REGULAR BOARD OF TRUSTEES MEETING AGENDA

August 8, 2022 - 6:30 P.M.

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll
4. Approval of Agenda
5. Consent Agenda Approval
Approve:
 - a) Board of Trustees Minutes dated July 11, 2022
 - b) Board of Trustees Closed Session Minutes dated July 11, 2022
 - c) List of Bills dated July 28, 2022 and August 11, 2022 plus additions
 - d) Probationary Fire Fighters Camden Gill, Zachary Sinke, and Amanda SzmytkoReceive and File:
Activity Center Advisory Council Activity Report, Financial Report and Minutes – June 14, 2022
Downtown Development Authority Board Minutes – April 2022
Financial Report – June 2022
Fire Department Report – June 2022
Library Board Minutes – June 2022
Library Director’s Report – June 2022
Sheriff’s Department Report – July 2022
Treasurer’s Report – June 2022
Hazardous Waste Day
Proposed ARPA Fund Projects
Seasonal Part Time Employee – Jill Matthews
6. Announcements and Information Inquiry:
 - a) DDA Sounds Like Summer Concert Series – Tuesday 7pm-9pm at Veterans Park
 - b) Highland Farmers’ Market – Saturdays 9am – 1pm until October 8
7. Presentation
 - a) Swearing in of FF/EMT Aaron Brill – Badge #229, FF/EMT Ryan Cossin – Badge #232 and FF/Paramedic Daniel Ignagni – Badge #233
8. Public Comment
9. New Business:
 - a) Discussion – Receipt of Petition to Ban Wake Boats and Watercraft Longer than 20 feet with Single or Multiple V Shaped Deep Draft Hulls for Upper Pettibone Lake
 - b) Harvey Lake Estates Cross Walk Petition
 - c) Resolution 22-12 to Establish Milage Rates for 2023 Budget
 - d) Verizon Tower Land Lease Agreement
 - e) Budget Amendment – Hazardous Waste Day
 - f) Budget Amendment – SCBA Purchase
10. Adjourn

This zoom connection will be available to the public:

<https://us02web.zoom.us/j/86918008678> Meeting ID: 869 1800 8678

Any member of the audience wishing to address the board will be asked to state his/her name and address. Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the Clerk’s office at (248) 887-3791 prior to the meeting. Our staff will be pleased to make the necessary arrangements.

1. Call Meeting to Order

Time: _____

Number of Visitors: _____

2. Pledge of Allegiance

Township Board Meeting Roll

Date: August 8, 2022

Present

Absent

Board Member

Rick A. Hamill
Tami Flowers
Jenny Frederick
Judy Cooper
Brian Howe
Beth Lewis
Joseph Salvia

Start Time: _____ End Time: _____

4. Approval of Agenda

5a. Consent Agenda Approval

- a) Board of Trustees Minutes dated July 11, 2022
- b) Board of Trustees Closed Session Minutes dated July 11, 2022
- c) List of Bills dated July 28, 2022 and August 11, 2022 plus additions
- d) Probationary Fire Fighters Camden Gill, Zachary Sinke, and Amanda Szmytke

CHARTER TOWNSHIP OF HIGHLAND
REGULAR BOARD OF TRUSTEES MEETING
July 11, 2022 - 6:30 p.m.

The meeting was called to order at 6:30 p.m. with the Pledge of Allegiance.

Roll Call: Rick Hamill, Supervisor
Tami Flowers, Clerk
Jennifer Frederick, Treasurer
Judy Cooper, Trustee
Brian Howe, Trustee
Beth Lewis, Trustee
Joseph Salvia, Trustee – arrived at 6:45 p.m.

Also Present: Ken Chapman, Fire Chief
Lisa Hamameh, Township Attorney
Lieutenant Matt Snyder

Visitors: 15

Approval of Agenda:

Mrs. Cooper moved to approve the Agenda as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes.

Consent Agenda Approval:

Approve:

- a) Board of Trustees Minutes dated June 6, 2022
- b) List of Bills dated June 23, 2022, July 1, 2022, and July 14, 2022 plus additions
- c) Highland DDA - Consumers Energy Foundation Prosperity Awards
- d) 2022 Paramedic Scholarship Awards

Receive and File:

- a) Financial Report
- b) Fire Department – May 2022
- c) Library Board Minutes – May, 2022
- d) Library Director's Report – May, 2022
- e) Sheriff's Department Report – May 2022
- f) Treasurer's Report – May 2022
- g) Rightsize Facility Order for Office Furnishings

Mrs. Cooper moved to approve the Consent Agenda as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes.

Announcements and Information Inquiry:

- a) Primary Election – August 2, 2022
- b) DDA Sounds Like Summer Concert Series – Tuesday 7pm-9pm at Veterans Park
- c) Highland Farmers' Market – Saturdays 9am – 1pm from June 18 – October 8

Public Comment:

Compliments regarding the Itchycoo Park Band and the Farmer's Market. Mr. Howe inquired about resources to increase effort to create a bike path from Highland to Milford. Resident raised questions about land rights and the fire millage. Supervisor gave update on township hall building project. Mr. Howe was happy with how well the township's temporary offices are working the money saved.

New Business:

- a) Award Bid for SCBA Bottle Replacement – Fire Department

Mr. Hamill moved to award the bid for SCBA Bottle Replacement to MES Municipal Emergency Services in the amount of \$1,185/each (\$33,180 for 28 cylinders). Mr. Howe supported. Mr. Hamill amended his motion to add - Payment shall be taken from the General Fund surplus resulting from the ARPA Grant. Mr. Howe supported the amendment, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

- b) Purchase of Foreclosed Property 11-12-131-002

Mr. Hamill moved to approve Resolution 22-11 to Purchase Tax Foreclosed Property as provided by our attorney. Mrs. Lewis supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

- c) Budget Amendment Foreclosed Property

Mrs. Cooper moved to approve the Budget Amendment as presented. Mr. Howe supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

- d) Seasonal Office Employee

Mrs. Flowers moved to allow the in-house officials to hire seasonal employees if they fit within budget and not to exceed part-time hours. The Board shall be made aware of the new hire at the next Board Meeting. Mrs. Cooper supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Closed Session:

- a) Recess into closed session to consider a periodic personnel evaluation of the Fire Chief, at the request of the Fire Chief, in accordance with MCL 15.268(1)(a)

Mr. Hamill moved to recess into closed session to consider a periodic personnel evaluation of the Fire Chief, at the request of the Fire Chief, in accordance with MCL 15.268(1)(a)). Mrs. Cooper supported,

and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

The Board went into closed session from 7:30 p.m. to 8:10 p.m.

Open Session:

Mr. Hamill moved to close the Closed Session. Mrs. Cooper supported, and the motion carried with the following roll call vote: Hamill – yes, Flowers – yes, Frederick – yes, Cooper – yes, Howe – yes, Lewis – yes, Salvia – yes.

Adjourn:

Supervisor Hamill adjourned the meeting at 8:11 p.m.

Tami Flowers, MiPMC
Highland Township Clerk

Rick A. Hamill
Highland Township Supervisor

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
GENERAL FUND					
101-000-072.000 COUNTY OF OAKLAND					
1159	TREASURER	101-RIDGEWOOD-OAK CTY	MAY 2022	07/20/2022	200.50
1159	TREASURER	101-HIGHLAND HILLS OAK CTY	MAY 22	07/20/2022	107.50
1159	TREASURER	101-HIGHLAND GREENS-OAK CTY	MAY22	07/20/2022	308.50
1159	TREASURER	101-RIDGEWOOD-OAK CTY	NOV2021	07/20/2022	197.50
101-000-075.000 HURON VALLEY SCHOOLS					
1159	TREASURER	101-RIDGEWOOD-HVS	MAY 2022	07/20/2022	802.00
1159	TREASURER	101-HIGHLAND HILLS HVS	MAY 22	07/20/2022	430.00
1159	TREASURER	101-HIGHLAND GREENS-HVS	MAY22	07/20/2022	1,234.00
1159	TREASURER	101-RIDGEWOOD-HVS	NOV2021	07/20/2022	790.00
101-000-202.001 BUILDING BONDS PAYABLES					
8316	AIS INSTALLATIONS	101-ESCROW/BUILDING	B22-00124	07/15/2022	125.00
6126	BLOOMFIELD CONSTRUCTION CO.	101-ESCROW/BUILDING	B22-00344	07/12/2022	250.00
6372	BT'S CONSTRUCTION INC.	101-ESCROW/BUILDING	B22-00218	07/20/2022	125.00
4428	DEFENCE ENTERPRISES	101-ESCROW/BUILDING	B22-00350	07/13/2022	125.00
6704	FOUNDATION SYSTEM OF MICHIGAN	101-ESCROW/BUILDING	B21-00835	07/15/2022	250.00
6704	FOUNDATION SYSTEM OF MICHIGAN	101-REINSPECTION FEE	B22-00179	07/20/2022	60.00-
6704	FOUNDATION SYSTEM OF MICHIGAN	101-ESCROW/BUILDING	B22-00179	07/20/2022	125.00
4427	GREAT LAKES GUNITE & CONSTRUCTION	101-ESCROW/BUILDING	B21-00612	07/13/2022	500.00
6761	HADLEY HOME BUILDERS INC.	101-ESCROW/BUILDING	B21-00956	07/15/2022	1,724.00
6761	HADLEY HOME BUILDERS INC.	101-REFUSE FEE	B21-00956	07/15/2022	83.00-
6761	HADLEY HOME BUILDERS INC.	101-REINSPECTION FEE	B21-00956	07/15/2022	60.00-
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B20-00300	07/15/2022	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B21-00956	07/15/2022	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00025	07/15/2022	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00060	07/12/2022	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00179	07/20/2022	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00242	07/15/2022	60.00
1498	HIGHLAND TOWNSHIP	101-REINSPECTION FEE	B22-00254	07/20/2022	60.00
1708	HIGHLAND TWP. SOLID WASTE FUND	101-REFUSE FEE	B21-00956	07/15/2022	83.00
6655	MILLS SIDING & ROOFING	101-ESCROW/BUILDING	B22-00333	07/20/2022	250.00
6655	MILLS SIDING & ROOFING	101-ESCROW/BUILDING	B22-00334	07/20/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-REINSPECTION	B22-00025	07/15/2022	60.00-
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00025	07/15/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-REINSPECTION	B22-00060	07/12/2022	60.00-
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00060	07/12/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00062	07/13/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00177	07/15/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00239	07/13/2022	250.00

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00245	07/12/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00264	07/13/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00297	07/20/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00298	07/13/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00299	07/13/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00321	07/20/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00338	07/20/2022	250.00
3117	MOBILE & MODULAR HOMES INC.	101-ESCROW/BUILDING	B22-00342	07/20/2022	250.00
4431	NORRIS, KRISTY L	101-ESCROW/BUILDING	B21-00194	07/20/2022	125.00
8506	OLEJNIK, DAVID	101-REINSPECTION FEE	B20-00300	07/15/2022	60.00-
8506	OLEJNIK, DAVID	101-ESCROW/BUILDING	B20-00300	07/15/2022	500.00
6123	QUALITY HOME REMODELING	101-ESCROW/BUILDING	B22-00349	07/20/2022	250.00
8507	RAMEY, JACOB	101-ESCROW/BUILDING	B22-00210	07/15/2022	125.00
6826	RENEWAL BY ANDERSON LLC	101-ESCROW/BUILDING	B22-00127	07/13/2022	125.00
6358	ROOF ONE LLC	101-ESCROW/BUILDING	B22-00309	07/12/2022	125.00
8505	RUCK, ANDREW J	101-ESCROW/BUILDING	B22-00242	07/15/2022	125.00
8505	RUCK, ANDREW J	101-REINSPECTION FEE	B22-00242	07/15/2022	60.00-
7639	SLAY, MICHAEL	101-ESCROW/BUILDING	B22-00144	07/20/2022	500.00
4430	SPANKE, ANNE	101-REINSPECTION FEE	B22-00254	07/20/2022	60.00-
4430	SPANKE, ANNE	101-ESCROW/BUILDING	B22-00254	07/20/2022	125.00
8254	SPRADER, ROBERT	101-ESCROW/BUILDING	B21-00180	07/13/2022	125.00
8254	SPRADER, ROBERT	101-ESCROW/BUILDING	B21-00291	07/13/2022	500.00
6077	TROMBLEY, CAROL LYNNE	101-ESCROW/BUILDING	B22-00136	07/20/2022	250.00
6077	TROMBLEY, CAROL LYNNE	101-ESCROW/BUILDING	B22-00352	07/12/2022	125.00
101-000-202.005	PLANNING BONDS PAYABLES				
7412	ALKHAFAJI, SHAKIR	101-REFUND PERFORMANCE GUARANTEE	11-34-101-022	07/14/2022	2,787.50
101-000-222.000	OAKLAND CO. ANIMAL CONTROL				
4000	CHARTER TOWNSHIP OF HIGHLAND	101-DOG LICENSE	07152022	07/15/2022	111.50
4007	OAKLAND CO. ANIMAL CONTROL/PET ADOPTION	101-DOG LICENSE	07152022	07/15/2022	1,295.50
101-000-231.002	STATE W/H				
1106	STATE OF MICHIGAN	101-STATE W/H 38-6026891 SUW MONTHLY/QUARTERLY	JULY 2022	07/19/2022	7,444.85
101-000-491.003	ELECTRICAL PERMITS				
8504	DUBS ELECTRIC	101-REFUND OF PERMIT FEES	PE22-0051	07/15/2022	323.40
8504	DUBS ELECTRIC	101-REFUND OF PERMIT FEES	PE22-0164	07/15/2022	201.50
101-000-667.001	PARK: RENTALS				
6692	HURON VALLEY NUMISMATIC SOCIETY	101-PARK RENTAL DEPOSIT REFUND	07142022	07/14/2022	100.00
Total :					26,308.25

GENERAL GOVERNMENT

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
101-261-804.000	GEN GOV: LEGAL SERVICES				
1114	ROSATI SCHULTZ JOPPICH ET AL	101-PROPERTY 146 N JOHN	1077751	07/13/2022	188.50
1114	ROSATI SCHULTZ JOPPICH ET AL	101-REVIEW AGENDA	1077751	07/13/2022	43.50
1114	ROSATI SCHULTZ JOPPICH ET AL	101-TOWNSHIP	1077751	07/13/2022	246.50
1114	ROSATI SCHULTZ JOPPICH ET AL	101-TOWNSHIP	1077753	07/13/2022	48.00
101-261-850.001	GEN GOV: PHONE SERVICE				
9027	AT&T MOBILITY	101-ORDINANCE CELL PHONE	287287294406X071	07/06/2022	23.79
9027	AT&T MOBILITY	101-TWP CELL PHONE	287287294406X071	07/06/2022	47.07
101-261-900.002	GEN GOV: PRINTING				
1045	ALLEGRA PRINT & IMAG HIGHLAND	101-BUSINESS CARDS-HAMILL	72812	07/18/2022	61.11
101-261-920.000	GEN GOV: UTILITIES				
2216	COMCAST	101-TWP INTERNET 0159989	08222022 0159989	07/19/2022	158.67
1005	DTE ENERGY	101-935 S. HICKORY RDG TRL 910008266330	07152022 66330	07/18/2022	15.15
1005	DTE ENERGY	101-469 E. HIGHLAND RD 910008266959	07152022 66959	07/18/2022	14.89
1005	DTE ENERGY	101-250 W LIVINGSTON RD 910008267072	07152022 67072	07/18/2022	638.77
1005	DTE ENERGY	101-501 N. MILFORD RD TRAIN ST 910008267460	07152022 67460	07/18/2022	15.67
1005	DTE ENERGY	101-248 W. LIVINGSTON-DDA 910008280661	07152022 80661	07/18/2022	17.34
1005	DTE ENERGY	101-401 BEACH FARM LIBRARY 910008280786	07152022 80786	07/18/2022	41.68
1005	DTE ENERGY	101-100 N. MILFORD RD 910008280885	07152022 80885	07/18/2022	39.11
101-261-936.000	GEN GOV: TOWNSHIP MAINTENANCE				
9208	HIGHLAND SUPPLY INC.	101-MULTIFOLD TOWEL/TP/GARBAGE BAGS	INV16643	07/21/2022	211.34
3152	KOPACKI, KRIS	101-WATER TWP	1003	07/11/2022	510.00
3152	KOPACKI, KRIS	101-WATER TWP	1006	07/18/2022	510.00
101-261-937.000	GEN GOV: VEHICLE OP MAINT				
9228	M-2 AUTO PARTS OF HIGHLAND	101-2015 GMC SIERRA CABIN FILTER	113868	07/18/2022	23.95
101-261-959.000	GEN GOV: METRO AUTHORITY EXP				
2158	ROAD COMMISSION FOR O.C.	101-TRAFFIC SIGNAL MAINT.	3972	07/12/2022	111.39
101-261-972.000	LAND PURCHASE				
6317	OAKLAND COUNTY TREASURER	101-RIGHT OF REFUSAL FORECLOSED 11-12-131-002	11-12-131-002	07/20/2022	3,910.12
Total GENERAL GOVERNMENT:					6,876.55
GENERAL GOVERNMENT PERSONNEL B					
101-279-711.000	GGP: DEFINED CONTRIBUTION PLAN				
9006	EQUITABLE	101-CYCLE 3 RESTATEMENT PLAN# 652977	2022	07/14/2022	500.00
101-279-712.000	GGP:HEALTH/DENTAL/LIFE/DIS INS				
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-TWP.	08/01/22-08/30/22	07/16/2022	1,305.76
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-IN HOUSE	08/01/22-08/30/22	07/16/2022	423.92
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-ORDINANCE/FIRE MARSHAL	08/01/22-08/30/22	07/16/2022	22.88
9094	STANDARD INSURANCE CO.	101-DENTAL INSURANCE-ACT. CTR.	08/01/22-08/30/22	07/16/2022	137.36

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total GENERAL GOVERNMENT PERSONNEL B:					2,389.92
BUILDING					
101-371-801.000 BLDG: INSP/ELEC/PLUMB/HTG					
9261	DUNCAN LLC, JEFFREY	101-INSPECTIONS	7/6/22-7/19/22	07/20/2022	1,322.60
1199	GREG CALME ELECTRIC LLC	101-INSPECTIONS	7/6/22-7/19/22	07/20/2022	3,312.41
9168	LUTTMAN, ROBERT J.	101-INSPECTIONS	7/6/22-7/19/22	07/20/2022	3,215.62
Total BUILDING:					7,850.63
SENIOR CENTER					
101-672-729.000 ACTIVITY CTR: OPER. SUPPLIES					
9208	HIGHLAND SUPPLY INC.	101-MULTIFOLD TOWELS/TRASH BAGS-ACT CTR	INV16436	07/18/2022	203.64
101-672-920.000 ACTIVITY CTR: UTILITIES					
1005	DTE ENERGY	101- 209 N JOHN ACT CTR 910008266702	07082022 66702	07/11/2022	350.19
1005	DTE ENERGY	101-153 N MILFORD RD-ACT CTR 920034151463	07152022 51463	07/18/2022	165.11
101-672-920.002 ANNEX: UTILITIES					
1005	DTE ENERGY	101-205 W. LIVINGSTON RD-ANNEX 910008280133	07152022 80133	07/20/2022	351.69
101-672-936.000 ACTIVITY CTR: BUILDING MAINT					
1839	ABSOPURE WATER CO.	101- H/C COOLER-ACTIVITY CTR.	59438073	06/30/2022	12.00
1839	ABSOPURE WATER CO.	101-5 GALLON SPRING-ACTIVITY CTR.	88417193	06/13/2022	52.65
Total SENIOR CENTER:					1,135.28
PARKS					
101-751-729.000 PARKS: HIGHLAND STATION					
1021	GILL-ROY'S HARDWARE	101-TOP SOIL-HIGHLAND STATION	2207-882099	07/15/2022	13.92
101-751-729.003 PARKS: DUCK LAKE PINES					
1005	DTE ENERGY	101-1241 N. DUCK LAKE RD-PARKS 910008267940	07152022 67940	07/18/2022	48.05
101-751-920.000 PARKS: UTILITIES					
1005	DTE ENERGY	101-333 N. MILFORD RD 910008267551	07152022 67551	07/18/2022	85.75
1005	DTE ENERGY	101-3800 N. HICKORY RDG-PARK-910008266587	07182022 66587	07/20/2022	124.75
1005	DTE ENERGY	101-4200 N. HICK RDG-PARK-910008266835	07182022 66835	07/19/2022	14.76
Total PARKS:					287.23
Total GENERAL FUND:					44,847.86
ROAD FUND					

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
ROAD					
203-596-967.000 DUST CONTROL					
2158	ROAD COMMISSION FOR O.C.	203-2022 CHLORIDE PROGRAM 1 OF 2	102135	07/07/2022	27,601.04
Total ROAD:					27,601.04
Total ROAD FUND:					27,601.04
FIRE FUND					
FIRE					
206-336-712.001 FIRE:HEALTH/DENTAL/LIFE/DISINS					
9094	STANDARD INSURANCE CO.	206-DENTAL INSURANCE-FIRE CHIEF	08/01/22-08/30/22	07/16/2022	166.16
9094	STANDARD INSURANCE CO.	206-DENTAL INSURANCE-FIRE MARSHAL/ORDINANCE	08/01/22-08/30/22	07/16/2022	22.88
9094	STANDARD INSURANCE CO.	206-DENTAL INSURANCE-FIRE	08/01/22-08/30/22	07/16/2022	681.60
206-336-727.000 FIRE: SUPPLIES					
9400	COFFEE BREAK SERVICE INC.	206-STATION SUPPLIES	247841	07/07/2022	89.25
9228	M-2 AUTO PARTS OF HIGHLAND	206-OIL DRY SUPPLIES	113166	07/06/2022	239.80
1642	PETER'S TRUE VALUE HARDWARE	206-DEISEL FUEL TANK PLUG	63303	07/05/2022	11.98
206-336-731.000 FIRE: MEDICAL SUPPLIES					
2039	BOUND TREE MEDICAL LLC	206-EMS SUPPLIES	84585498	07/05/2022	43.71
206-336-732.000 FIRE: UNIFORMS					
9276	HURON VALLEY GUNS LLC	206-PFF FOTOPOULOS INITIAL ORDER	216354	07/09/2022	84.99
6345	WITMER PUBLIC SAFETY GROUP INC	206-PPE BOOTS	INV62959	07/05/2022	359.00
6345	WITMER PUBLIC SAFETY GROUP INC	206-PPE BOOTS	INV62959	07/05/2022	359.00
206-336-809.000 FIRE: SOFTWARE MAINTENANCE					
8231	IS ON CODE LLC	206-APP BASED BIDDING/TIME TRACKING	MA-HTFD-062422	07/13/2022	750.00
8231	IS ON CODE LLC	206-APP BASED BIDDING/TIME TRACKING	WC-HTFD-062422	07/13/2022	1,000.00
206-336-920.000 FIRE: PUBLIC UTILITIES					
9027	AT&T MOBILITY	206-FIRE DEPT CELL PHONES	287287294406X071	07/06/2022	187.12
9027	AT&T MOBILITY	206-FIRE MARSHAL CELL PHONE	287287294406X071	07/06/2022	23.80
9027	AT&T MOBILITY	206-IPADS	287287294406X071	07/06/2022	172.96
2216	COMCAST	206-1600 W HIGHLAND FS #1 0160011	08152022 0160011	07/12/2022	149.95
2216	COMCAST	206-ST#2 852910157 0115288	08292022 0115288	07/16/2022	141.88
1005	DTE ENERGY	206-ST#3 510 CLYDE RD 910008266207	07142022 66207	07/15/2022	189.51
1005	DTE ENERGY	206-ST#2 3570 N. DUCK LAKE RD 910008267205	07172022 67205	07/19/2022	56.46
206-336-930.000 FIRE: VEHICLE REPAIR					
2285	CUMMINS SALES AND SERVICE	206-2007 PIERCE (E3) OIL LEAK	S6-91418	07/07/2022	925.40
206-336-936.000 FIRE: BLDG MAINT/REPAIR					
2596	FIVE STAR ACE	206-LANDSCAPE FERTILIZER	28061	07/01/2022	19.98
2596	FIVE STAR ACE	206-FS1 HOSE REPAIR	28090	07/07/2022	15.98
1039	US POSTAL SERVICE	206-P.O. BOX FEE - BOX #166	2022 PO BOX	07/13/2022	130.00

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
206-336-937.000 FIRE: EQUIP MAINT					
1642	PETER'S TRUE VALUE HARDWARE	206-CHAINSAW REPAIR	K63417	07/12/2022	58.49
Total FIRE:					5,879.90
Total FIRE FUND:					5,879.90
POLICE FUND					
POLICE					
207-301-807.004 POLICE: OVERTIME					
1029	OAKLAND COUNTY	207-MONTHLY CONTRACT - O.T. APRIL	CI003652	05/01/2022	907.20
207-301-920.000 POLICE: UTILITIES					
1005	DTE ENERGY	207-165 N. JOHN ST-POLICE 910008266454	07152022 66454	07/18/2022	659.49
207-301-935.000 POLICE: SHERIFF'S MAINT					
1839	ABSOPURE WATER CO.	207-COOLER	59436898	06/30/2022	4.00
1839	ABSOPURE WATER CO.	207-5GALLON WATER	88417192	06/13/2022	48.50
207-301-971.002 POLICE: BUILDING REN					
8388	THE SUMMIT COMPANY	207-REMODEL SUB-STATION	6991	06/30/2022	4,400.73
Total POLICE:					6,019.92
Total POLICE FUND:					6,019.92
CAPITAL IMPROVEMENT FUND					
GENERAL GOVERNMENT					
401-261-971.001 TOWNSHIP IMPROVEMENTS					
1005	DTE ENERGY	401-205 N JOHN ST 910008280059	07142022 80059	07/18/2022	59.53
2021	GRACON SERVICES INC.	401-INFRASTRUCTURE RFP PREP-INV 2 OF 2	14655	07/11/2022	3,000.00
7943	LINDHOUT ASSOCIATES ARCHITECTS	401-CONSTRUCTION ADMINISTRATION	2022-0725	07/01/2022	7,366.91
8492	SSD CABLING & CAMERAS LLC	401-EQUIPMENT RACK	1035	07/14/2022	606.31
8388	THE SUMMIT COMPANY	401-TOWNSHIP BLDG CONSTRUCTION	6990	06/30/2022	450,752.52
401-261-971.020 250 W LIVINGSTON IMPROVEMENTS					
2694	GOYETTE MECHANICAL	401-250 W. LIVINGSTON REPLACE FURNACE/AC	910118851	07/15/2022	8,150.00
Total GENERAL GOVERNMENT:					469,935.27
Total CAPITAL IMPROVEMENT FUND:					469,935.27
FIRE CAPITAL FUND					
FIRE					

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
402-336-971.004 CONSTR IN PROCESS FIRE MIL ST2					
4088	OAK CTY WATER RESOURCES COMMISSIONER	402-FS2 SOIL EROSION	000581-2021-CO	07/05/2022	503.75
7433	PARTNERS IN ARCH DESIGN/BUILD LLC	402-FS2 CONSTRUCTION FEES	18-122-026	07/13/2022	303,804.58
Total FIRE:					304,308.33
Total FIRE CAPITAL FUND:					304,308.33
DOWNTOWN DEVELOPMENT FUND					
DOWNTOWN DEVELOPMENT AUTHORITY					
494-729-880.001 DDA: PROMOTIONS					
4433	EGGLESFIELD, GARY	494-SUMMER CONCERT-ROCK ON ENTERTAINMENT	2022-16	07/21/2022	1,400.00
4432	FREDERICKS, RODNEY D	494-SUMMER CONCERT	2022-15	07/21/2022	800.00
494-729-880.003 DDA: DESIGN					
3152	KOPACKI, KRIS	494-WATER FLOWER GARDENS	1004	07/11/2022	585.00
3152	KOPACKI, KRIS	494-WATER FLOWER GARDENS	1005	07/18/2022	585.00
Total DOWNTOWN DEVELOPMENT AUTHORITY:					3,370.00
Total DOWNTOWN DEVELOPMENT FUND:					3,370.00
CURRENT TAX COLLECT					
703-000-274.000 TAX COLLECTIONS TO DISTRIBUTE					
4429	WEAVER, DAMON & CHRISTINA	703-TAX REFUND	11-28-251-017	07/13/2022	7,220.70
Total :					7,220.70
Total CURRENT TAX COLLECT:					7,220.70
DUCK LAKE ASSOC					
TRUST & AGENCY ADMIN					
764-255-956.000 DUCK LAKE: DEDUCTIONS					
1005	DTE ENERGY	764-3378 KINGSWAY DR 9200093 91144	07152022 91144	07/18/2022	413.92
1005	DTE ENERGY	764-2014 JACKSON BLVD IRRIGATION 920009307439	07182022 07439	07/19/2022	420.09
1005	DTE ENERGY	764- 3261 RAMADA DR IRRIGATION 920009313643	07182022 13643	07/19/2022	708.21
1005	DTE ENERGY	764-2165 DAVISTA DR IRRIGATION 920009313650	07182022 13650	07/19/2022	760.53
1005	DTE ENERGY	764-2000 LAKE CT IRRIGATION 920009313668	07182022 13668	07/19/2022	1,099.33
1005	DTE ENERGY	764-1425 BAY RDG IRRIGATION 920009143164	07182022 43164	07/19/2022	905.82
1005	DTE ENERGY	764-1590 WHITE LK RD IRRIGATION 9200 111 75436	07182022 75436	07/19/2022	116.80

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total TRUST & AGENCY ADMIN:					4,424.70
Total DUCK LAKE ASSOC:					4,424.70
HIGHLAND LAKE ASSOC					
TRUST & AGENCY ADMIN					
765-255-956.000 HIGHLAND LAKE: DEDUCTIONS					
1081	AQUA-WEED CONTROL INC.	765-LAKE TREATMENT-HIGHLAND LAKE	17830	06/16/2022	1,100.00
1081	AQUA-WEED CONTROL INC.	765-LAKE TREATMENT-HIGHLAND LAKE	17991	07/11/2022	3,080.00
1005	DTE ENERGY	765-2950 PALLISTER 910008267338	07142022 67338	07/15/2022	14.76
Total TRUST & AGENCY ADMIN:					4,194.76
Total HIGHLAND LAKE ASSOC:					4,194.76
TAGGETT LAKE ASSOC					
TRUST & AGENCY ADMIN					
766-255-956.000 TAGGETT LAKE: DEDUCTIONS					
1005	DTE ENERGY	766-4061 TAGGETT LAKE 910008280281	07142022 80281	07/15/2022	9.91
Total TRUST & AGENCY ADMIN:					9.91
Total TAGGETT LAKE ASSOC:					9.91
KELLOGG LAKE ASSOC					
TRUST & AGENCY ADMIN					
767-255-956.000 KELLOGG LAKE: DEDUCTIONS					
1005	DTE ENERGY	767-KELLOGG/4061 TAGGETT LAKE 910008280281	07142022 80281	07/15/2022	5.82
9023	PLM LAKE & LAND MANAGEMENT CORP	767-WEED & ALGAE TREATMENT-KELLOGG LAKE	4002681	07/06/2022	845.00
Total TRUST & AGENCY ADMIN:					850.82
Total KELLOGG LAKE ASSOC:					850.82
CHARLICK LAKE ASSOC					
TRUST & AGENCY ADMIN					
768-255-956.000 CHARLICK LAKE: DEDUCTIONS					
1005	DTE ENERGY	768-3938 LOCH DR 910008280414	07142022 80414	07/15/2022	77.98

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total TRUST & AGENCY ADMIN:					77.98
Total CHARLICK LAKE ASSOC:					77.98
WOODRUFF LAKE ASSOC					
TRUST & AGENCY ADMIN					
769-255-956.000 WOODRUFF LAKE: DEDUCTIONS					
1005	DTE ENERGY	769-877 WOODRUFF LK 910008267676	07142022 67676	07/15/2022	14.76
1005	DTE ENERGY	769-877 WOODRUFF LK 910008280547	07142022 80547	07/15/2022	14.76
2680	KINGSETT LLC D/B/A SPINAL COLUMN	769-ADVERTISEMENT-WOODRUFF LAKE	35500	06/08/2022	450.00
2680	KINGSETT LLC D/B/A SPINAL COLUMN	769-ADVERTISEMENT-WOODRUFF LAKE	35533	06/15/2022	450.00
Total TRUST & AGENCY ADMIN:					929.52
Total WOODRUFF LAKE ASSOC:					929.52
TOMAHAWK LAKE IMPROVEMENT					
TRUST & AGENCY ADMIN					
771-255-956.000 TOMAHAWK LAKE: DEDUCTIONS					
2680	KINGSETT LLC D/B/A SPINAL COLUMN	771-ADVERTISEMENT-TOMAHAWK LAKE	35614	06/29/2022	345.00
Total TRUST & AGENCY ADMIN:					345.00
Total TOMAHAWK LAKE IMPROVEMENT:					345.00
PENNINSULA LAKE					
TRUST & AGENCY ADMIN					
774-255-956.000 PENINSULA LAKE: DEDUCTIONS					
9023	PLM LAKE & LAND MANAGEMENT CORP	774-ALGAE TREATMENT-PENINSULA LAKE	4002689	07/07/2022	2,777.50
Total TRUST & AGENCY ADMIN:					2,777.50
Total PENNINSULA LAKE:					2,777.50
Grand Totals:					882,793.21

Vendor	Name	Description	Invoice Number	Invoice Date	Invoice Amount
GENERAL FUND					
GENERAL GOVERNMENT					
101-261-728.000 GEN GOV: OFFICE SUPPLIES					
1002	QUILL CORPORATION	101-COPY PAPER	23907769	03/21/2022	63.98
Total GENERAL GOVERNMENT:					63.98
PLANNING COMMISSION					
101-703-801.000 PLNG COMM: MASTER PLAN PROF.					
2240	CARLISLE WORTMAN ASSOC. INC.	101-MASTER PLAN	2165791	07/14/2022	265.00
Total PLANNING COMMISSION:					265.00
Total GENERAL FUND:					328.98
Grand Totals:					328.98

Total GENERAL FUND:	45,176.84
Total ROAD FUND:	27,601.04
Total FIRE FUND:	5,879.90
Total POLICE FUND:	6,019.92
Total CAPITAL IMPROVEMENT FUND:	469,935.27
Total FIRE CAPITAL FUND:	304,308.33
Total DOWNTOWN DEVELOPMENT FUND:	3,370.00
Total CURRENT TAX COLLECT:	7,220.70
Total DUCK LAKE ASSOC:	4,424.70
Total HIGHLAND LAKE ASSOC:	4,194.76
Total TAGGETT LAKE ASSOC:	9.91
Total KELLOGG LAKE ASSOC:	850.82
Total CHARLICK LAKE ASSOC:	77.98
Total WOODRUFF LAKE ASSOC:	929.52
Total TOMAHAWK LAKE IMPROVEMENT:	345.00
Total PENNINSULA LAKE:	2,777.50
	<hr/>
Grand Totals:	883,122.19
	<hr/> <hr/>

Payroll and Hand Checks July 28, 2022 List of Bills

GENERAL FUND

Payroll Taxes (FICA & FWT)	\$	21,019.47
General/Fire Payroll 7/22/2022	\$	63,081.80

Equitable - Deferred Comp.	\$	1,350.00
ICMA - Deferred Comp.	\$	1,628.40
Flexible Savings Account	\$	737.53
Garnishments	\$	300.00
Highland Firefighters Assn	\$	928.00

Highland Firefighters Union Dues-Full-Time
Highland Firefighters Union Dues-Part-Time

7/31/2022 DDA LOAN-Monthly	\$	3,771.83
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Additions to the List of Bills dated 7/28/2022:

1. Oakland County Clerks Assoc. Fund 101 for \$70.00, summer meeting
2. Comcast Fund 206 for \$56.13
3. DTE Fund 206 for \$1136.72
4. DTE Fund 402 for \$2.95
5. Corrected manual entry of building bond from \$500 to \$600



Charter Township of Highland - Fire Department

**1600 W. Highland Rd
Highland, MI 48357
(248)887-9050**

TO: Highland Township Board

FROM: Ken Chapman, Fire Chief

SUBJECT: Probationary Fire Fighters

DATE: August 8, 2022

It is my pleasure to announce the hiring of (3) new Probationary Fire Fighters:

- Probationary FF Camden Gill
- Probationary FF Zachary Sinke
- Probationary FF Amanda Szmytke

They will need to complete training for Fire Fighter and EMT, as well as our Highland orientation with a FTO (Field Training Officer) prior to coming off probation. We would like to welcome them to the team, and wish them luck during their journey.

5b. Receive and File:

Activity Center Advisory Council Activity Report, Financial Report and Minutes –
June 2022

Downtown Development Authority Board Minutes – April 2022

Financial Report – June 2022

Fire Department Report – June 2022

Library Board Minutes – June 2022

Library Director's Report – June 2022

Sheriff's Department Report – July 2022

Treasurer's Report – June 2022

Hazardous Waste Day

Proposed ARPA Fund Projects

Seasonal Part Time Employee – Jill Matthews



Highland Activity Center
Directors Activity Report
June 2022
Meeting Date June 12, 2022
9:00 am

Stats for June = 7061

- ◆ The first Wednesday evening each month there is a quilting group.
- ◆ We have a Crotchet /Knitters that meet on Wednesday at 10AM. At B#2
- ◆ The First Thursday at 10AM Bible study group.
- ◆ Last Thursday is the "Happy Bookers" book club
- ◆ Mah Jong on Tuesdays at 10am. At B#2
- ◆ Two bands.
- ◆ We will have Highland Fitness Program from 9:30-10:30 on Monday, Wednesday and Friday. Starting June18th.
- ◆ Movies on Tuesday at 12pm. Friday at 12:30pm (free).
- ◆ Monday and Wednesday there is Bingo at noon.
- ◆ Euchre is on Friday at 12:30 pm.

FYI

- ◆ AARP Drivers Safety Course \$20 for members and \$25 for non members. 7/26 & 7/28.
- ◆ Mammogram & Vascular screening buses– canceled
- ◆ Meals on Wheels is doing well located at the concession stand.
- ◆ Books in the bag for homebound has two new people (9 total)
- ◆ Shared project with the fire department for a flu shot clinic.

Jun-22	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
	W	TH	F		SU	M	TU	W	TH	F		SU	M	TU	W	TH	F		SU	M	TU	W	TH	F		SU	M	TU	W	TH	
Ask the Lawyer																															0
Ask the Money Man																															0
Ask the Pharmacist																															0
Beautification/Garden Club																															0
Bible Study		14																													14
Bingo	12				12		15					8		16						12		16					14		12		117
Blood Pressure	1																														1
Book Clubs/ 1&2													7																8	15	
Books In A Bag			7																												7
Bridge			34							34						34							34								136
Bread/Doughnuts	4	4	2		15		3	4	4			15	5	2	1	3			12	5	4					12	3	3		101	
BNI																															0
Cards/Games			1							1						2															4
Classes/Misc		10				5							9		11					5							6			46	
Classes/Justin						1									1					2						1				5	
Coin Club																															0
Computer/Phone/Justin	2				1		2			1																			20	26	
Copies/Faxes			2											1															5	8	
DLPOA															39																39
Dogs/Puppies							7																								7
Donations																1													4	5	
Ema's Massage	3							7							5						4										19
Eucher			16							16						16							15								63
Exercise-Tues/Thurs																															0
Exercise - M, W, F	11		10		10		12			10			11			9			10		7		6				9			105	
Festivals																															0
Foot Doctor																															0
Garden/ Curbside																															0
Get Hooked w/ Randi		2							3							4													2	11	
Ham Radio Club																															0
HDDA															11																11
Highland Historical Society																												3			3
HOA																					12										12
HVCA																													5	5	
HVCA Knitters/Zoom	11							11							11							11							11		55
Mah Jong							7							11									9							7	34
Meals on Wheels	42	52	31			44	25	46	42	38			42	23	40	42	36			40	22	40	40	36			38	21	58	42	840
Jun-22	W	TH	F		SU	M	TU	W	TH	F		SU	M	TU	W	TH	F		SU	M	TU	W	TH	F		SU	M	TU	W	TH	

Highland Activity Center Advisory Council Meeting Minutes

Tuesday June 14th, 2022

Zoom & In Person Meeting

CALL TO ORDER:

The Highland Activity Center Advisory Council meeting was called to order by Judi Crawford at 9:06 am on Tuesday June 14th, 2022

PRESENT:

Steve Jagusch, , Heidi Bey, Peter Werthmann, Darlene Sharpe, Chuck Sharpe, Sue Anderson, Terry Oleksy, Dick Russell, Carolyn Kress, Patti Janette, Judi Crawford & Ray Polidori.
Sharon Keenan briefly

ABSENT:

Sharon Keenan, Jennifer Frederick

SECRETARY'S MINUTES:

Motion to approve the Secretary's Minutes was made by Ray Polidori, seconded by Carolyn Kress, unanimously approved by all.

TREASURERS'S REPORT:

Motion to approve the Treasurers Report was made by Ray Polidori, seconded by Dick Russell, unanimously approved by all.

UPCOMING EVENTS:

Nick Palise ~ HVCA Sunday in Fall of 2022.

Sherry Tuffin ~ Prefers not to share her presentation. Hidden Secrets of Belle Isle. 3-part series

Gene Beach ~ Presentation will be a 4-part series in September.

Russell Dore' ~ Discussing in the fall. Interactive presentation on The Wright brothers/Katherine & Orville Wright & their personal lives.

Allison Beatty ~ Several educational presentations.

Possibly use the community to name the new building. That would be a fun event!

The new building should be available by October 1st.

Discussed big Blow Out Christmas Party. Possibly need \$2000.00 for the party will discuss again in **June or July**.

NEW BUSINESS:

I received my flag from Ray. It is beautiful & in great shape. My husband & I couldn't be happier.

[Don't hate me but!! I suggest we change the day or time to allow for an hour and half meeting. If not needed great but we seem to be rushing through the process of as late.](#)

DIRECTOR'S ACTIVITY REPORT:

How was the Founders Festival & Red, White & Blue Festivals??

Lots of great activities are happening about every day, get involved!! Check out the current activities in the Highland Activity Center's Newsletter

Motion to approve the Director's Activity Report was made by Patti Janette, seconded by Carolyn Kress, unanimously approved by all.

MOTION TO ADJOURN:

Motion to adjourn the meeting was made at 9:59 am by Carolyn Kress, seconded by Dar Sharpe, unanimously approved by all.

Respectfully submitted,

By Patti Janette ~ Secretary, Highland Advisory Council

**Highland Activity Center
Advisory Board - Fund 702
Financial Report
June 30, 2022**

<i>Date</i>	<i>Source</i>	<i>Amount</i>	<i>Bank Balance</i>
Starting Balance June 1, 2022			18,028.07
Revenues	Donations/ Memorials		
	Wreaths	10.00	
	Classes		
Total Revenues		10.00	<u>10.00</u>
Expenditures	Traveling Trainers	1,280.00	
	Ed Swamba	800.00	
	Glenora Hawley	300.00	
	Custom Plus	370.00	
	Kris Kopacki	385.00	
Total Expenditures		3,135.00	<u>3,135.00</u>
	Ending bank balance June 30, 2022		<u><u>14,903.07</u></u>

**Submitted by
Jennifer Frederick, Treasurer
Highland Township**

August 4, 2022

**CHARTER TOWNSHIP OF HIGHLAND
DOWNTOWN DEVELOPMENT AUTHORITY
Record of the April 20, 2022 Regular Board Meeting**

DRAFT - UNAPPROVED

Members Present: Dale Feigley, Matt Barnes, Roscoe Smith, Jennifer Frederick, Cassie Blascyk

Members Absent: Supervisor Hamill, Chris Hamill, Michael Zurek

Staff Present: Melissa Dashevich, Executive Director
Karen Beardsley, Recording Secretary

Mr. Smith called the meeting to order at 6:15 p.m.

**Add new item to agenda:

Connie Johnson, Oakland County Commissioner Candidate, introduced herself.

Vote4conniej@gmail.com

Approve Minutes of Regular Board Meeting of March 16, 2022

MR. FEIGLEY MOVED TO APPROVE the Regular Board Meeting minutes of March 16, 2022 as corrected:

- **Under Director's Report, spell out face to face (F2F) for clarity.**

MR. BARNES SUPPORTED THE MOTION and THE MOTION CARRIED with a unanimous voice vote (5 yes votes).

Director's Report

Mrs. Dashevich has been working on daily tasks with special concentration on Oakland County Business Forward Open House event. Regarding that, all felt that Oakland County is offering very beneficial programs; with the difference from One Stop being that the mobile assistance comes to you. Ms. Frederick mentioned the sample (not complete) list of topics of which Oakland County is offering assistance. Also, it was felt that Highland's hosting of this event was impressive and presented our downtown in a very positive light.

Treasurer's Report

Ms. Frederick offered interpretation of the financial statements. February ended with \$467,000 and March ended with \$455,000. Spending was at about \$12,000. Revenue was at approximately 42 percent and spending was 11 percent. We are at about 25% of the year elapsed. Mr. Zurek sent a message with Mrs. Dashevich that we should revisit paying off our long-term loan. This has been discussed a number of times and it was felt previously that there is no reason to do so at this time, since the interest rate is so low.

MS. FREDERICK MOVED TO RECEIVE AND RECORD the financial reports.

MR. FEIGLEY SUPPORTED THE MOTION.

NEW BUSINESS

None.

OLD BUSINESS

- Update on available piece of property.

Ms. Frederick stated that an offer had been accepted at about \$205,000, which includes a 'life lease' for the current resident, and to include her son that is living with her as caregiver. If the current resident leaves the residence for more than one year or upon death, the family will have 60 days in which to vacate the property and the life lease will be terminated. Township will be responsible for maintenance on the property.

- Main Event Tickets - \$35 per person at Strand Theater in Pontiac on May 5.

Nominations have been made in 4 categories, most being related to how we helped our businesses during COVID. One is a video promoting Live Highland Shop Highland featuring interview with 3 local business owners. We do receive a free ticket for each nomination submitted, so we have 4 free.

MS. FREDERICK MOVED TO APPROVE the purchase of up 10 tickets at \$35 each (not to exceed \$350) for the Oakland County Main Event at the Strand Theater in Pontiac on May 5. MR. FEIGLEY SUPPORTED THE MOTION and THE MOTION CARRIED with a roll call vote: Barnes-yes; Feigley-yes; Blascyk-yes; Frederick-yes; Smith-yes.

- MDA Zoom Class List and instructions to register.

Mrs. Dashevich shared the Downtown Management Training Series offered through the MDA. While Ms. Frederick recommended the specific webinars that she felt would benefit the board members, Mrs. Dashevich felt that they all were a good value, especially since they were available to everyone individually and without time constraints, and also had no expiration. All were purchased and are available.

BOARD MEMBER COMMENTS

Mrs. Blascyk shared posters and flyers designed for Ladies Day Out.

Ms. Frederick requested that the HDDA Meeting Minutes that were approved at tonight's meeting be forwarded to her for inclusion in the next Highland Township Board meeting packet.

COMMITTEE REPORTS

Design

- Streetscape historical signs are in place.

Brochures are being design for distribution.

- Contract for garden maintenance.

Mrs. Blascyk suggested we renew our contract with Brien's and accept their proposed increase, as it is competitive and they did a very satisfactory job last year. The work scope includes maintenance of all garden areas for 4 to 5 months, and a final clean-out after frost. \$5,000 is already budgeted. 4 months of maintenance plus final clean up would be \$4,586; 5 months would be \$5,471.00.

MR. BARNES MOVED TO APPROVE an additional amount of \$500, if needed, to secure the contract with Brien's Services for maintenance of the gardens in 2022. MR. SMITH SUPPORTED THE MOTION and THE MOTION CARRIED with a roll call vote: Barnes-yes; Feigley-yes; Blascyk-yes; Frederick-yes; Smith-yes.

Economic Vitality

- Façade Improvement Grant
- Mrs. Dashevich is meeting with Ron Campbell and Kathy Mika of Odds & Ins next Thursday to discuss the façade improvement, and Mrs. Blascyk will review with her possible mural designs and proceed to the next step of securing a grant for funding of a mural. Mr. Barnes asked about the possibility of a grant to fund window replacement at Fragments. Mrs. Blascyk said that funding might be more readily available for window restoration and will look into that if Mr. Barnes was interested in that.
- Rental Subsidy Grant update
Committee will be working with interested applicants to provide assistance with application.
- Restaurant and Retailers Guide update
In progress.

Promotions

- Concert update.
Reno's Dogz has been secured for four of the concert dates and we will have volunteers sell hot dogs on the two dates they are not available.

MS. FREDERICK MOVED TO APPROVE a not-to-exceed amount of \$6,000 (\$1,000 per concert/6 concerts) for bands for summer concerts. MRS. BLASCYK SUPPORTED THE MOTION and THE MOTION CARRIED with a roll call vote: Barnes-yes; Feigley-yes; Blascyk-yes; Frederick-yes; Smith-yes.

Organization

- Proposed Mission and Vision Statement rewrite discussion
In progress.
- Swag update (promotional items)
Ms. Frederick shared new pens that were received. Magnets and totes ordered, as well as an imprinted tablecloth for events.

Mrs. Blascyk asked to add the following item to the agenda:

- Farmers' Market update
New produce vendor has committed for the full season. 3 applicants are being considered for position of Market Manager. 12 – 14 vendors committed for season.

OAKLAND COUNTY / MSOC

NONE

DISTRICT DEVELOPMENT / NEW BUSINESS

- Leo's Coney Island is open!
- Furama's has closed.

- Chino Loco restaurant is relocating to Milford.
- Schwartz' Deli is relocating to Chino Loco's location.

COMMUNITY REPORTS

None.

CALL TO THE PUBLIC

None

Mr. Smith adjourned the meeting at 8:27 p.m.

Respectfully submitted,
Roscoe Smith

RS:kb

APPROVED

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET
JUNE 30, 2022

GENERAL FUND

ASSETS

101-000-004.000	PETTY CASH	260.66	
101-000-008.000	PERPETUAL FUND	1,087.10	
101-000-010.000	CASH - COMBINED SAVINGS	5,420,321.32	
101-000-072.000	COUNTY OF OAKLAND	(2,918.50)	
101-000-075.000	HURON VALLEY SCHOOLS	16,591.22	
101-000-078.000	DUE FROM STATE REVENUES	350,520.00	
101-000-084.477	DUE TO/FROM CABLE TV FEES	78,863.00	

TOTAL ASSETS 5,864,724.80

LIABILITIES AND EQUITY

LIABILITIES

101-000-202.000	ACCOUNTS PAYABLE	(480.96)	
101-000-202.001	BUILDING BONDS PAYABLES	244,330.50	
101-000-202.002	HEALTH REIMBURSEMENT PAYABLES	1,805.13	
101-000-202.003	ESCROW POLICE SAGINAW PIPELINE	2,356.46	
101-000-202.005	PLANNING BONDS PAYABLES	260,915.00	
101-000-222.000	OAKLAND CO. ANIMAL CONTROL	3,192.75	
101-000-231.000	PR W/H FICA	215.94	
101-000-231.002	STATE W/H	7,367.53	
101-000-339.000	UNEARNED REVENUE-FEDERAL GRANT	1,853,849.63	

TOTAL LIABILITIES 2,373,551.98

FUND EQUITY

101-000-386.000	FUND BALANCE-ASSIGN CAPITAL IM	700,000.00	
101-000-390.000	FUND BALANCE	1,989,875.10	
	REVENUE OVER EXPENDITURES - YTD	801,297.72	

TOTAL FUND EQUITY 3,491,172.82

TOTAL LIABILITIES AND EQUITY 5,864,724.80

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
REVENUE						
101-000-402.000	527,155.00	527,155.00	533,411.28	16,366.84	(6,256.28)	101.19
101-000-404.000	1,800,000.00	1,800,000.00	1,025,314.00	347,155.00	774,686.00	56.96
101-000-412.000	.00	.00	4,816.53	4,095.17	(4,816.53)	.00
101-000-423.000	5,000.00	5,000.00	3,559.00	616.50	1,441.00	71.18
101-000-477.000	300,000.00	300,000.00	157,250.74	.00	142,749.26	52.42
101-000-478.000	1,500.00	1,500.00	1,144.00	272.00	356.00	76.27
101-000-490.000	5,000.00	5,000.00	1,558.00	40.00	3,442.00	31.16
101-000-491.000	200,000.00	200,000.00	110,098.80	21,211.00	89,901.20	55.05
101-000-491.001	38,000.00	38,000.00	46,249.40	8,153.80	(8,249.40)	121.71
101-000-491.002	22,000.00	22,000.00	18,933.60	3,281.00	3,066.40	86.06
101-000-491.003	45,000.00	45,000.00	43,323.80	7,962.80	1,676.20	96.28
101-000-522.003	50,000.00	50,000.00	.00	.00	50,000.00	.00
101-000-528.001	.00	52,000.00	266,000.00	.00	(214,000.00)	511.54
101-000-584.005	12,000.00	12,000.00	22,133.93	.00	(10,133.93)	184.45
101-000-584.013	15,000.00	15,000.00	7,421.88	.00	7,578.12	49.48
101-000-607.002	3,000.00	3,000.00	1,942.00	270.00	1,058.00	64.73
101-000-607.019	45,000.00	45,000.00	.00	.00	45,000.00	.00
101-000-607.022	3,000.00	3,000.00	2,354.21	.00	645.79	78.47
101-000-607.034	42,000.00	42,000.00	.00	.00	42,000.00	.00
101-000-608.025	50,000.00	50,000.00	29,840.94	12,156.79	20,159.06	59.68
101-000-628.015	7,000.00	7,000.00	4,400.00	550.00	2,600.00	62.86
101-000-628.016	6,000.00	6,000.00	8,597.00	2,192.00	(2,597.00)	143.28
101-000-642.000	5,000.00	5,000.00	8,700.00	4,500.00	(3,700.00)	174.00
101-000-642.001	.00	.00	40.00	.00	(40.00)	.00
101-000-651.007	3,000.00	3,000.00	475.00	.00	2,525.00	15.83
101-000-665.000	10,000.00	10,000.00	6,856.46	1,923.35	3,143.54	68.56
101-000-667.001	.00	.00	400.00	100.00	(400.00)	.00
101-000-667.010	5,000.00	5,000.00	2,942.08	83.00	2,057.92	58.84
101-000-667.035	28,000.00	28,000.00	13,999.98	2,333.33	14,000.02	50.00
101-000-676.018	.00	.00	26,467.72	180.00	(26,467.72)	.00
101-000-676.029	2,000.00	2,000.00	.00	.00	2,000.00	.00
101-000-676.030	6,000.00	6,000.00	.00	.00	6,000.00	.00
101-000-677.031	10,000.00	10,000.00	11,437.30	4,850.63	(1,437.30)	114.37
101-000-692.000	.00	16,750.00	.00	.00	16,750.00	.00
REVENUE	3,245,655.00	3,314,405.00	2,359,667.65	438,293.21	954,737.35	71.19
TOTAL FUND REVENUE	3,245,655.00	3,314,405.00	2,359,667.65	438,293.21	954,737.35	71.19

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
LEGISLATIVE							
101-102-702.000	LEGISLATIVE: SALARIES	24,664.00	24,664.00	12,381.80	1,947.20	12,282.20	50.20
101-102-820.000	LEGISLATIVE: DUES/ED/TRAVEL	6,000.00	6,000.00	199.00	.00	5,801.00	3.32
	TOTAL LEGISLATIVE	30,664.00	30,664.00	12,580.80	1,947.20	18,083.20	41.03
SUPERVISOR							
101-171-702.000	SUP DEPT: SALARIES	80,370.00	80,370.00	40,185.34	6,182.36	40,184.66	50.00
101-171-703.001	SUP DEPT: CLERICAL WAGE F-T	49,725.00	49,725.00	24,613.90	4,239.38	25,111.10	49.50
101-171-704.002	SUP DEPT: FLOATER WAGE P-T	13,326.00	13,326.00	6,569.22	999.77	6,756.78	49.30
101-171-704.003	SUP DEPT: FLOATER (2) WAGE P-T	19,890.00	19,890.00	6,560.94	1,300.00	13,329.06	32.99
101-171-704.005	SUP DEPT: MAINT WAGE P-T	30,294.00	30,294.00	15,537.12	2,330.44	14,756.88	51.29
101-171-704.006	SUP DEPT: MAINTENANCE WAGE P-T	.00	.00	1,978.04	302.32	(1,978.04)	.00
101-171-820.000	SUP DEPT: DUES/ED/TRAVEL	2,500.00	2,500.00	125.00	.00	2,375.00	5.00
	TOTAL SUPERVISOR	196,105.00	196,105.00	95,569.56	15,354.27	100,535.44	48.73
ACCOUNTING							
101-191-703.000	ACCTG: BOOKKEEPER WAGE F-T	55,692.00	55,692.00	27,903.96	4,284.00	27,788.04	50.10
101-191-704.001	ACCTG: P-T ASSISTANT	21,322.00	21,322.00	10,237.68	1,640.64	11,084.32	48.01
101-191-820.000	ACCTG: DUES/ED/TRAVEL	3,000.00	3,000.00	75.00	.00	2,925.00	2.50
	TOTAL ACCOUNTING	80,014.00	80,014.00	38,216.64	5,924.64	41,797.36	47.76
CLERK							
101-215-702.002	CLERK: SALARIES	76,352.00	76,352.00	38,176.06	5,873.24	38,175.94	50.00
101-215-703.001	CLERK: DEPUTY WAGE F-T	59,670.00	59,670.00	23,042.70	3,320.10	36,627.30	38.62
101-215-703.005	CLERK: CLERICAL WAGE F-T	40,148.00	40,148.00	20,045.33	3,088.51	20,102.67	49.93
101-215-720.000	CLERK: RECORDING SECTY	1,800.00	1,800.00	.00	.00	1,800.00	.00
101-215-721.007	CLERK: ELECTION INSPECTORS	35,000.00	35,000.00	.00	.00	35,000.00	.00
101-215-721.008	CLERK: ELECTION WAGE	.00	.00	273.44	273.44	(273.44)	.00
101-215-730.000	CLERK: ELECTION EXPENSES SUPP	50,000.00	52,000.00	5,485.59	2,747.79	46,514.41	10.55
101-215-820.000	CLERK: DUES/ED/TRAVEL	4,000.00	4,000.00	2,520.94	8.42	1,479.06	63.02
101-215-825.004	CLERK: CERTIFICATION	3,000.00	3,000.00	399.00	.00	2,601.00	13.30
101-215-935.000	CLERK: VOTING EQUIP MAINT	7,050.00	7,050.00	.00	.00	7,050.00	.00
101-215-957.000	CLERK: ELECT EXP TO BE REIMBUR	.00	.00	1,841.79	1,841.79	(1,841.79)	.00
	TOTAL CLERK	277,020.00	279,020.00	91,784.85	17,153.29	187,235.15	32.90

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
TREASURER							
101-253-702.001	TREAS: SALARIES	76,352.00	76,352.00	38,176.06	5,873.24	38,175.94	50.00
101-253-703.000	TREAS: DEPUTY WAGE F-T	61,659.00	61,659.00	30,884.22	4,743.00	30,774.78	50.09
101-253-703.003	TREAS: CLERICAL WAGE F-T	41,810.00	41,810.00	20,872.50	3,216.00	20,937.50	49.92
101-253-705.004	TREAS: PART-TIME SEASONAL	8,000.00	8,000.00	.00	.00	8,000.00	.00
101-253-820.000	TREAS: DUES/ED/TRAVEL	4,000.00	4,000.00	2,611.73	.00	1,388.27	65.29
101-253-825.002	TREAS: CERTIFICATION	2,500.00	2,500.00	.00	.00	2,500.00	.00
	TOTAL TREASURER	194,321.00	194,321.00	92,544.51	13,832.24	101,776.49	47.62
ASSESSOR							
101-257-703.001	ASSESSING: CLERICAL WAGE F-T	.00	.00	1,312.50	.00	(1,312.50)	.00
101-257-720.000	ASSESSING: CONTRACTUAL SVCS	125,000.00	125,000.00	64,682.70	10,112.91	60,317.30	51.75
101-257-720.001	ASSESSING: TAX BD OF REVIEW	1,500.00	1,500.00	508.00	.00	992.00	33.87
101-257-820.000	ASSESSING: DUES/ED/TRAVEL	600.00	600.00	.00	.00	600.00	.00
	TOTAL ASSESSOR	127,100.00	127,100.00	66,503.20	10,112.91	60,596.80	52.32

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
GENERAL GOVERNMENT							
101-261-728.000	GEN GOV: OFFICE SUPPLIES	11,000.00	15,750.00	9,807.76	475.87	5,942.24	62.27
101-261-735.000	GEN GOV: POSTAGE	8,000.00	8,000.00	3,589.32	1,211.85	4,410.68	44.87
101-261-760.002	ARPA FEDERAL GRANT EXPENSE	.00	52,000.00	25,000.00	.00	27,000.00	48.08
101-261-801.001	GEN GOV: PROF SERVICES	55,000.00	55,000.00	21,444.69	2,100.00	33,555.31	38.99
101-261-803.000	GEN GOV: SNOWPLOW SERV	37,800.00	37,800.00	11,696.33	.00	26,103.67	30.94
101-261-804.000	GEN GOV: LEGAL SERVICES	75,000.00	75,000.00	21,969.68	6,091.00	53,030.32	29.29
101-261-805.000	GEN GOV: AUDITING	70,000.00	70,000.00	68,928.00	369.00	1,072.00	98.47
101-261-810.000	GEN GOV: COURT WITNESS FEES	500.00	500.00	.00	.00	500.00	.00
101-261-813.000	GEN GOV: STORM WATER PERMIT	800.00	800.00	500.00	.00	300.00	62.50
101-261-813.001	GEN GOV: WOTA	185,000.00	185,000.00	185,000.00	.00	.00	100.00
101-261-821.000	GEN GOV: MEMBER FEES	13,000.00	13,000.00	11,017.34	8,067.54	1,982.66	84.75
101-261-822.000	GEN GOV: BANK FEES	5,000.00	5,000.00	5,853.87	.00	(853.87)	117.08
101-261-830.000	GEN GOV: GEN INSURANCE	68,000.00	68,000.00	42,505.00	22,432.00	25,495.00	62.51
101-261-850.000	GEN GOV: FIBER-OTHER COMMUNIC	13,000.00	13,000.00	4,938.00	823.00	8,062.00	37.98
101-261-850.001	GEN GOV: PHONE SERVICE	6,500.00	6,500.00	2,046.31	417.56	4,453.69	31.48
101-261-850.002	GEN GOV: WEBSITE	2,000.00	2,000.00	1,234.40	419.40	765.60	61.72
101-261-900.000	GEN GOV: TAX BILL PRINTING	10,000.00	10,000.00	5,112.47	.00	4,887.53	51.12
101-261-900.001	GEN GOV: ADVERTISING	20,000.00	20,000.00	7,029.75	536.50	12,970.25	35.15
101-261-900.002	GEN GOV: PRINTING	4,500.00	4,500.00	528.55	211.12	3,971.45	11.75
101-261-920.000	GEN GOV: UTILITIES	60,000.00	60,000.00	28,973.31	5,735.62	31,026.69	48.29
101-261-936.000	GEN GOV: TOWNSHIP MAINTENANCE	30,000.00	30,000.00	9,493.90	6,809.05	20,506.10	31.65
101-261-937.000	GEN GOV: VEHICLE OP MAINT	4,000.00	4,000.00	2,488.63	369.80	1,511.37	62.22
101-261-938.000	GEN GOV: EQ/SW MAINT CONTRACT	50,000.00	50,000.00	27,094.77	8,660.71	22,905.23	54.19
101-261-955.000	GEN GOV: MISCELLANEOUS	10,000.00	10,000.00	11,608.98	5,525.52	(1,608.98)	116.09
101-261-959.000	GEN GOV: METRO AUTHORITY EXP	26,000.00	26,000.00	993.67	469.26	25,006.33	3.82
101-261-971.000	GEN GOV: EQUIP CAP OUTLAY	15,000.00	15,000.00	4,720.00	4,720.00	10,280.00	31.47
101-261-971.001	GEN GOV: COMP CAP OUTLAY	10,000.00	10,000.00	1,062.47	.00	8,937.53	10.62
101-261-971.003	GEN GOV: COMPUTER SOFTWARE	8,000.00	8,000.00	341.58	45.00	7,658.42	4.27
	TOTAL GENERAL GOVERNMENT	798,100.00	854,850.00	514,978.78	75,489.80	339,871.22	60.24
GENERAL GOVERNMENT PERSONNE							
101-279-710.000	GGP: EMPLR PAYROLL TAX	85,000.00	85,000.00	45,642.38	7,253.62	39,357.62	53.70
101-279-711.000	GGP: DEFINED CONTRIBUTION PLAN	110,000.00	110,000.00	52,939.10	26,469.55	57,060.90	48.13
101-279-712.000	GGP: HEALTH/DENTAL/LIFE/DIS INS	160,000.00	160,000.00	86,636.25	14,127.12	73,363.75	54.15
101-279-714.004	GGP: MERIT INCREASES	10,000.00	10,000.00	.00	.00	10,000.00	.00
101-279-715.000	GGP: CASH IN LIEU BENEF BUYOUT	55,000.00	55,000.00	33,045.77	5,723.90	21,954.23	60.08
101-279-716.002	GGP: TUITION REIMB	3,000.00	3,000.00	.00	.00	3,000.00	.00
101-279-717.002	GGP: BCN HEALTH REIMBURSEMEN	45,000.00	45,000.00	15,528.27	1,073.61	29,471.73	34.51
101-279-718.001	GGP: PTO CASH PAYOUT	18,000.00	18,000.00	.00	.00	18,000.00	.00
	TOTAL GENERAL GOVERNMENT PER	486,000.00	486,000.00	233,791.77	54,647.80	252,208.23	48.11

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
BUILDING							
101-371-703.000	BLDG: INSPECTOR WAGE F-T	62,690.00	62,690.00	31,299.08	4,822.52	31,390.92	49.93
101-371-703.001	BLDG: CLERICAL WAGE 1 F-T	38,095.00	38,095.00	17,849.88	2,491.35	20,245.12	46.86
101-371-703.002	BLDG: CLERICAL WAGE 2 F-T	36,040.00	36,040.00	17,713.80	2,772.00	18,326.20	49.15
101-371-705.000	BLDG: PART-TIME SEASONAL	8,000.00	8,000.00	306.00	153.00	7,694.00	3.83
101-371-735.000	BLDG: POSTAGE	500.00	500.00	305.40	161.17	194.60	61.08
101-371-801.000	BLDG: INSP/ELEC/PLUMB/HTG	110,000.00	110,000.00	78,722.32	17,316.23	31,277.68	71.57
101-371-801.001	BLDG: SEWER TAP INSP	500.00	500.00	.00	.00	500.00	.00
101-371-820.000	BLDG: DUES/ED/TRAVEL	2,500.00	2,500.00	233.73	.00	2,266.27	9.35
	TOTAL BUILDING	258,325.00	258,325.00	146,430.21	27,716.27	111,894.79	56.68
CEMETERY							
101-567-935.000	CEMETERY: SEXTON	45,825.00	45,825.00	21,210.00	3,535.00	24,615.00	46.28
101-567-935.001	CEMETERY: MAINTENANCE	5,000.00	15,000.00	13,564.07	138.16	1,435.93	90.43
	TOTAL CEMETERY	50,825.00	60,825.00	34,774.07	3,673.16	26,050.93	57.17
SOCIAL SERVICES							
101-670-705.000	SOC SERV: CROSSING GUARDS	15,000.00	15,000.00	7,487.50	1,412.50	7,512.50	49.92
101-670-880.000	SOC SERV: COMMUNITY PROMOTION	8,500.00	8,500.00	.00	.00	8,500.00	.00
101-670-881.000	SOC SERV: YOUTH PROMOTION	8,500.00	8,500.00	.00	.00	8,500.00	.00
101-670-882.000	SOC SERV: DECOR-XMAS LIGHTS	2,500.00	2,500.00	415.00	.00	2,085.00	16.60
101-670-967.005	SOC SERV: CDBG EXPENSES	50,000.00	50,000.00	.00	.00	50,000.00	.00
	TOTAL SOCIAL SERVICES	84,500.00	84,500.00	7,902.50	1,412.50	76,597.50	9.35

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
SENIOR CENTER							
101-672-703.000	ACTIVITY CTR: DIR. WAGE F-T	46,741.00	46,741.00	23,335.55	3,595.51	23,405.45	49.93
101-672-703.001	ACT CTR: COORDINATOR WAGE F-T	.00	32,175.00	14,850.00	2,475.00	17,325.00	46.15
101-672-704.001	ACT CTR: COORDINATOR WAGE P-T	32,175.00	.00	750.00	.00	(750.00)	.00
101-672-704.002	ACT CTR: COMMUNICATION WAGE P-	23,072.00	23,072.00	11,488.80	1,774.80	11,583.20	49.80
101-672-704.003	ACT CTR: CLERICAL WAGE P-T	19,890.00	19,890.00	.00	.00	19,890.00	.00
101-672-704.006	ACTIVITY CTR: SECURITY P-T	4,000.00	4,000.00	.00	.00	4,000.00	.00
101-672-704.007	ACTIVITY CTR: MAINTEN WAGE P-T	11,934.00	11,934.00	5,629.96	860.48	6,304.04	47.18
101-672-728.000	ACTIVITY CTR: OFFICE SUPPLIES	2,500.00	2,500.00	152.38	.00	2,347.62	6.10
101-672-729.000	ACTIVITY CTR: OPER. SUPPLIES	6,000.00	6,000.00	795.11	360.27	5,204.89	13.25
101-672-735.000	ACTIVITY CTR: POSTAGE	2,500.00	2,500.00	.00	.00	2,500.00	.00
101-672-820.000	ACTIVITY CTR: DUES/ED/TRAVEL	1,200.00	1,200.00	75.00	.00	1,125.00	6.25
101-672-850.000	ACTIVITY CTR: PHONE SERVICE	1,500.00	1,500.00	337.88	70.90	1,162.12	22.53
101-672-850.001	ACTIVITY CTR: INTERNET SERVICE	2,500.00	2,500.00	1,364.11	226.55	1,135.89	54.56
101-672-850.002	ANNEX: INTERNET SERVICE	2,000.00	2,000.00	2,107.35	341.88	(107.35)	105.37
101-672-900.000	ACTIVITY CTR: ADVERT./PRINTING	6,500.00	6,500.00	3,382.45	600.00	3,117.55	52.04
101-672-920.000	ACTIVITY CTR: UTILITIES	9,000.00	9,000.00	7,233.22	945.17	1,766.78	80.37
101-672-920.002	ANNEX: UTILITIES	6,000.00	6,000.00	2,931.58	153.59	3,068.42	48.86
101-672-936.000	ACTIVITY CTR: BUILDING MAINT	.00	.00	1,427.68	180.22	(1,427.68)	.00
101-672-936.002	ANNEX: BUILDING MAINT	5,000.00	5,000.00	6,124.49	1,020.96	(1,124.49)	122.49
101-672-938.000	ACTIVITY CTR: OFF. EQUIP MAINT	2,500.00	2,500.00	1,261.60	434.17	1,238.40	50.46
101-672-940.000	ACTIVITY CTR: RENT EXPENSE	16,500.00	16,500.00	9,000.00	1,500.00	7,500.00	54.55
	TOTAL SENIOR CENTER	201,512.00	201,512.00	92,247.16	14,539.50	109,264.84	45.78
PLANNING & ORDINANCE							
101-701-703.001	PLNG: DIR.PLAN & DEV. WAGE F-T	76,770.00	76,770.00	38,544.57	5,905.51	38,225.43	50.21
101-701-703.003	PLNG: CLERICAL WAGE F-T	.00	36,300.00	13,750.00	3,311.00	22,550.00	37.88
101-701-703.004	OE: ZONING ADMIN. WAGE F-T	52,030.00	52,030.00	26,000.68	4,002.00	26,029.32	49.97
101-701-703.005	OE: ORDINANCE OFFICER WAGE F-T	24,440.00	24,440.00	12,332.27	1,893.38	12,107.73	50.46
101-701-801.000	PLNG: CONSULTANT PROF.	110,000.00	73,700.00	8,640.00	.00	65,060.00	11.72
101-701-820.000	PLNG: DUES/ED/TRAVEL	1,500.00	1,500.00	2,548.28	1,012.20	(1,048.28)	169.89
101-701-825.002	PLNG: CERTIFICATION	1,500.00	1,500.00	.00	.00	1,500.00	.00
101-701-935.000	OE: VIOLATION CORRECTIONS	5,000.00	5,000.00	.00	.00	5,000.00	.00
	TOTAL PLANNING & ORDINANCE	271,240.00	271,240.00	101,815.80	16,124.09	169,424.20	37.54
ZONING BOARD OF APPEALS (ZBA)							
101-702-720.000	ZBA: MEETING PAY	8,880.00	8,880.00	3,550.00	320.00	5,330.00	39.98
101-702-720.001	ZBA: RECORDING SECRETARY	2,400.00	2,400.00	140.00	.00	2,260.00	5.83
101-702-801.000	ZBA: PROFESSIONAL SERVICES	500.00	500.00	.00	.00	500.00	.00
101-702-820.000	ZBA: DUES/ED/TRAVEL	1,000.00	1,000.00	.00	.00	1,000.00	.00
101-702-900.000	ZBA: ADVERTISING	4,500.00	4,500.00	2,170.17	300.02	2,329.83	48.23
101-702-900.001	ZBA: ZONING BOOKS	.00	.00	211.13	211.13	(211.13)	.00
	TOTAL ZONING BOARD OF APPEALS	17,280.00	17,280.00	6,071.30	831.15	11,208.70	35.13

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
PLANNING COMMISSION							
101-703-720.000	PLNG COMM: RECORDING SECTY	2,400.00	2,400.00	.00	.00	2,400.00	.00
101-703-720.001	PLNG COMM: COMMISSION	11,400.00	11,400.00	3,126.25	1,062.50	8,273.75	27.42
101-703-720.002	PLNG COMM: SUB-COMMITTEE	750.00	750.00	.00	.00	750.00	.00
101-703-801.000	PLNG COMM: MASTER PLAN PROF.	30,000.00	30,000.00	4,420.00	4,420.00	25,580.00	14.73
101-703-801.001	PLNG COMM: ORDINANCE REVISION	5,000.00	5,000.00	.00	.00	5,000.00	.00
101-703-820.000	PLNG COMM: DUES/ED/TRAVEL	2,000.00	2,000.00	675.00	.00	1,325.00	33.75
101-703-900.000	PLNG COMM: ADVERTISING/PRTG	3,500.00	3,500.00	1,357.73	211.13	2,142.27	38.79
	TOTAL PLANNING COMMISSION	55,050.00	55,050.00	9,578.98	5,693.63	45,471.02	17.40
PARKS							
101-751-729.000	PARKS: HIGHLAND STATION	2,500.00	2,500.00	304.75	304.75	2,195.25	12.19
101-751-729.001	PARKS: VETERAN'S PARK	2,500.00	2,500.00	594.70	.00	1,905.30	23.79
101-751-729.002	PARKS: HICKORY RIDGE	3,000.00	3,000.00	620.00	560.00	2,380.00	20.67
101-751-729.003	PARKS: DUCK LAKE PINES	3,000.00	3,000.00	490.00	345.00	2,510.00	16.33
101-751-801.006	PARKS: FIREWORKS	12,000.00	12,000.00	5,500.00	.00	6,500.00	45.83
101-751-920.000	PARKS: UTILITIES	5,000.00	5,000.00	1,119.15	263.08	3,880.85	22.38
101-751-935.000	PARKS: MAINTENANCE	20,000.00	20,000.00	4,951.20	2,860.47	15,048.80	24.76
	TOTAL PARKS	48,000.00	48,000.00	13,579.80	4,333.30	34,420.20	28.29
	TOTAL FUND EXPENDITURES	3,176,056.00	3,244,806.00	1,558,369.93	268,785.75	1,686,436.07	48.03
	NET REVENUE OVER EXPENDITURES	69,599.00	69,599.00	801,297.72	169,507.46	731,698.72	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

ROAD FUND

ASSETS

203-000-002.000 HAULING ROUTE SAVINGS ACCT.
203-000-010.000 CASH - COMBINED SAVINGS

572,352.55
89,262.93

TOTAL ASSETS

661,615.48

LIABILITIES AND EQUITY

LIABILITIES

203-000-202.001 HAULING ROUTE PAYABLE

25,962.23

TOTAL LIABILITIES

25,962.23

FUND EQUITY

203-000-390.000 FUND BALANCE
203-000-392.000 RESTRICTED FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

86,972.31
491,344.23
57,336.71

TOTAL FUND EQUITY

635,653.25

TOTAL LIABILITIES AND EQUITY

661,615.48

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

ROAD FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
REVENUE						
203-000-604.000	HAUL ROUTE REVENUE	55,000.00	55,000.00	.00	.00	55,000.00 .00
203-000-665.000	INTEREST EARNINGS	1,500.00	1,500.00	175.21	82.03	1,324.79 11.68
203-000-699.401	TRANSFER IN FROM CAPITAL IMP.	100,000.00	100,000.00	100,000.00	.00	.00 100.00
	REVENUE	156,500.00	156,500.00	100,175.21	82.03	56,324.79 64.01
	TOTAL FUND REVENUE	156,500.00	156,500.00	100,175.21	82.03	56,324.79 64.01
ROAD						
203-596-967.000	DUST CONTROL	60,000.00	60,000.00	2,559.50	597.00	57,440.50 4.27
203-596-967.001	TRI PARTY PROGRAM	40,000.00	40,000.00	40,279.00	.00	(279.00) 100.70
	TOTAL ROAD	100,000.00	100,000.00	42,838.50	597.00	57,161.50 42.84
	TOTAL FUND EXPENDITURES	100,000.00	100,000.00	42,838.50	597.00	57,161.50 42.84
	NET REVENUE OVER EXPENDITURES	56,500.00	56,500.00	57,336.71	(514.97)	836.71

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET

JUNE 30, 2022

FIRE FUND

ASSETS

206-000-010.000 CASH - COMBINED SAVINGS

1,864,981.03

TOTAL ASSETS

1,864,981.03

LIABILITIES AND EQUITY

LIABILITIES

206-000-202.000 ACCOUNTS PAYABLE

(974.86)

TOTAL LIABILITIES

(974.86)

FUND EQUITY

206-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

1,342,861.86
523,094.03

TOTAL FUND EQUITY

1,865,955.89

TOTAL LIABILITIES AND EQUITY

1,864,981.03

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FIRE FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
REVENUE						
206-000-402.000	CURRENT PROPERTY TAX	1,184,694.00	1,184,694.00	1,194,317.17	36,782.93 (9,623.17)	100.81
206-000-603.000	CONSULTING FEE	.00	.00	1,395.00	460.00 (1,395.00)	.00
206-000-604.000	COST RECOVERY	.00	.00	289.66	.00 (289.66)	.00
206-000-627.000	RENTAL INSPECTIONS	15,000.00	15,000.00	6,150.00	450.00 8,850.00	41.00
206-000-638.000	EMS TRANSPORT	350,000.00	350,000.00	180,648.41	30,853.95 169,351.59	51.61
206-000-665.000	INTEREST ON INVESTMENTS	15,000.00	15,000.00	4,297.77	701.71 10,702.23	28.65
206-000-677.000	MISCELLANEOUS	.00	.00	654.09	512.99 (654.09)	.00
206-000-692.000	APPROPRIATION FUND BAL.	47,225.00	47,225.00	.00	.00 47,225.00	.00
	REVENUE	1,611,919.00	1,611,919.00	1,387,752.10	69,761.58 224,166.90	86.09
	TOTAL FUND REVENUE	1,611,919.00	1,611,919.00	1,387,752.10	69,761.58 224,166.90	86.09

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FIRE FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
FIRE							
206-336-702.012	FIRE: CHIEF'S COMPENSATION	75,994.08	75,994.08	38,369.37	5,902.98	37,624.71	50.49
206-336-703.000	FIRE: F-T WAGE OFFICER N.G.	65,573.55	65,573.55	32,757.40	5,103.58	32,816.15	49.96
206-336-703.001	FIRE:F-T WAGE OFFICER D.K.	63,934.50	63,934.50	32,147.92	4,918.00	31,786.58	50.28
206-336-703.002	FIRE: F-T WAGE OFFICER G.B.	65,573.55	65,573.55	33,424.27	5,044.10	32,149.28	50.97
206-336-703.003	FIRE: F-T WAGE MEDIC C.S.	55,141.80	55,141.80	27,493.00	4,241.64	27,648.80	49.86
206-336-703.004	FIRE:F-T WAGE MEDIC M.B.	55,141.80	55,141.80	27,708.34	4,241.64	27,433.46	50.25
206-336-703.005	FIRE:F-T WAGE MEDIC A.G.	55,141.80	55,141.80	27,415.72	4,241.64	27,726.08	49.72
206-336-703.013	FIRE: MARSHAL COMPENSATION	29,238.30	29,238.30	15,028.26	2,314.12	14,210.04	51.40
206-336-704.001	FIRE: P-T WAGE CLERICAL QA/QI	.00	2,400.00	1,785.07	354.07	614.93	74.38
206-336-704.006	FIRE: P-T WAGE CLERICAL	16,230.24	16,230.24	4,982.66	.00	11,247.58	30.70
206-336-706.008	FIRE: FIREFIGHTERS PAYROLL	400,000.00	397,600.00	237,718.84	34,471.93	159,881.16	59.79
206-336-707.007	FIRE: F-T OVERTIME	35,000.00	35,000.00	27,926.18	4,369.06	7,073.82	79.79
206-336-709.001	FIRE: CLOTHING ALLOWANCE	3,500.00	3,500.00	3,500.00	.00	.00	100.00
206-336-709.002	FIRE: FOOD ALLOWANCE	3,500.00	3,500.00	.00	.00	3,500.00	.00
206-336-709.003	FIRE: HOLIDAY ALLOWANCE	15,252.22	15,252.22	.00	.00	15,252.22	.00
206-336-710.000	FIRE: EMPLOYER PAYROLL TAX	71,850.47	71,850.47	37,238.24	5,564.16	34,612.23	51.83
206-336-711.000	FIRE: DEFINED CONTRIBUTION POC	12,750.00	12,750.00	.00	.00	12,750.00	.00
206-336-711.001	FIRE:DEFINED CONTRIBUTION F-T	24,098.48	24,098.48	11,682.68	5,841.34	12,415.80	48.48
206-336-712.001	FIRE:HEALTH/DENTAL/LIFE/DISINS	60,000.00	60,000.00	37,351.75	5,930.01	22,648.25	62.25
206-336-713.000	FIRE: FIREFIGHTERS MEDICAL	16,500.00	16,500.00	7,980.00	.00	8,520.00	48.36
206-336-714.000	FIRE: DISASTER RECOVERY	5,000.00	5,000.00	500.00	.00	4,500.00	10.00
206-336-715.000	FIRE:CASH IN LIEU BENEF BUYOUT	12,000.00	12,000.00	6,313.21	1,384.27	5,686.79	52.61
206-336-717.000	FIRE: BCN HEALTH REIMBURSEMEN	15,000.00	15,000.00	19,273.53	3,519.75	(4,273.53)	128.49
206-336-719.000	FIRE: POST PLAN	10,500.00	10,500.00	.00	.00	10,500.00	.00
206-336-722.009	FIRE: PARAMEDIC TRAINING	9,998.00	9,998.00	.00	.00	9,998.00	.00
206-336-722.010	FIRE: INSTRUCTOR TRAINING	3,500.00	3,500.00	4,084.40	2,550.00	(584.40)	116.70
206-336-727.000	FIRE: SUPPLIES	9,000.00	9,000.00	2,767.00	795.47	6,233.00	30.74
206-336-731.000	FIRE: MEDICAL SUPPLIES	20,000.00	20,000.00	7,928.52	2,734.12	12,071.48	39.64
206-336-732.000	FIRE: UNIFORMS	30,000.00	30,000.00	22,078.56	1,328.61	7,921.44	73.60
206-336-750.000	FIRE: VEHICLE GAS/OIL	30,000.00	30,000.00	17,349.58	4,317.58	12,650.42	57.83
206-336-804.000	FIRE: LEGAL SERVICES	5,000.00	5,000.00	1,413.75	363.75	3,586.25	28.28
206-336-806.001	FIRE: COMPUTERS/SOFTWARE	5,000.00	5,000.00	5,773.64	2,165.60	(773.64)	115.47
206-336-809.000	FIRE: SOFTWARE MAINTENANCE	15,000.00	15,000.00	2,562.99	.00	12,437.01	17.09
206-336-820.000	FIRE: DUES & EDUCATION	20,000.00	20,000.00	15,773.91	4,545.69	4,226.09	78.87
206-336-830.000	FIRE: INSURANCE/BONDS	100,000.00	100,000.00	78,571.03	49,994.78	21,428.97	78.57
206-336-851.000	FIRE: RADIO COMMUNICATIONS	50,000.00	50,000.00	15,963.12	59.84	34,036.88	31.93
206-336-890.000	FIRE: PUBLIC EDUCATION	5,000.00	5,000.00	180.00	.00	4,820.00	3.60
206-336-920.000	FIRE: PUBLIC UTILITIES	40,000.00	40,000.00	24,166.41	3,369.34	15,833.59	60.42
206-336-930.000	FIRE: VEHICLE REPAIR	50,000.00	50,000.00	24,703.30	3,249.50	25,296.70	49.41
206-336-936.000	FIRE: BLDG MAINT/REPAIR	20,000.00	20,000.00	5,268.94	675.46	14,731.06	26.34
206-336-937.000	FIRE: EQUIP MAINT	17,500.00	17,500.00	3,198.66	780.49	14,301.34	18.28
206-336-955.000	FIRE: MISC EXPENSE	7,500.00	7,500.00	1,753.47	1,482.50	5,746.53	23.38
206-336-967.000	FIRE: NEW PROJECTS	7,500.00	7,500.00	524.35	15.57	6,975.65	6.99
TOTAL FIRE	1,611,918.79	1,611,918.79	864,658.07	175,870.59	747,260.72	53.64	
TOTAL FUND EXPENDITURES	1,611,918.79	1,611,918.79	864,658.07	175,870.59	747,260.72	53.64	

CHARTER TOWNSHIP OF HIGHLAND
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FIRE FUND

	ORIGINAL	AMENDED	YTD ACTUAL	CUR MONTH	VARIANCE	% OF
NET REVENUE OVER EXPENDITURES	.21	.21	523,094.03	(106,109.01)	523,093.82	

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET

JUNE 30, 2022

POLICE FUND

ASSETS

207-000-004.000	PETTY CASH	50.00	
207-000-010.000	CASH - COMBINED SAVINGS	3,765,860.53	

TOTAL ASSETS

3,765,910.53

LIABILITIES AND EQUITY

FUND EQUITY

207-000-390.000	FUND BALANCE	2,003,629.22	
	REVENUE OVER EXPENDITURES - YTD	1,762,281.31	

TOTAL FUND EQUITY

3,765,910.53

TOTAL LIABILITIES AND EQUITY

3,765,910.53

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

POLICE FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
REVENUE							
207-000-402.000	CURRENT PROPERTY TAX	2,938,277.23	2,938,277.23	2,961,098.69	91,231.48 (22,821.46)	100.78	
207-000-479.000	RETURNABLE LIQUOR LICENSE FEE	10,000.00	10,000.00	13.75	.00 9,986.25	.14	
207-000-582.000	MINI CONTRACT	12,000.00	12,000.00	.00	.00 12,000.00	.00	
207-000-582.001	SCHOOL PARTICIPATION	111,300.00	111,300.00	108,058.60	108,058.60 3,241.40	97.09	
207-000-582.002	AMERICAN AG. CONTRACT	162,000.00	162,000.00	81,000.00	13,500.00 81,000.00	50.00	
207-000-659.001	RESTITUTION	.00	.00	90.47	.00 (90.47)	.00	
207-000-665.000	INTEREST EARNINGS	15,000.00	15,000.00	7,242.04	1,104.32 7,757.96	48.28	
207-000-677.000	MISCELLANEOUS	.00	.00	900.00	.00 (900.00)	.00	
207-000-692.000	APPROPRIATION FUND BAL.	480,396.00	511,366.00	.00	.00 511,366.00	.00	
	REVENUE	3,728,973.23	3,759,943.23	3,158,403.55	213,894.40	601,539.68	84.00
	TOTAL FUND REVENUE	3,728,973.23	3,759,943.23	3,158,403.55	213,894.40	601,539.68	84.00
POLICE							
207-301-704.001	POLICE: CLERICAL WAGE P-T	32,000.00	32,000.00	16,568.78	2,686.74 15,431.22	51.78	
207-301-710.000	POLICE: EMPLOYER PAYROLL TAX	2,800.00	2,800.00	1,255.39	193.44 1,544.61	44.84	
207-301-729.001	POLICE: DISASTER RECOVERY	5,000.00	5,000.00	.00	.00 5,000.00	.00	
207-301-807.000	POLICE: OAKLAND CO SHER CONT	2,806,373.00	2,806,373.00	830,922.03	(108,058.60) 1,975,450.97	29.61	
207-301-807.002	POLICE: SCHOOL RESOURCE OFFICE	111,300.00	111,300.00	108,058.60	108,058.60 3,241.40	97.09	
207-301-807.003	POLICE: MINI CONTRACT	12,000.00	12,000.00	.00	.00 12,000.00	.00	
207-301-807.004	POLICE: OVERTIME	200,000.00	200,000.00	35,133.15	.00 164,866.85	17.57	
207-301-920.000	POLICE: UTILITIES	14,000.00	14,000.00	2,822.98	1,008.05 11,177.02	20.16	
207-301-935.000	POLICE: SHERIFF'S MAINT	12,000.00	12,000.00	7,004.67	814.17 4,995.33	58.37	
207-301-940.000	POLICE: SUBSTATION LEASE/LC	28,000.00	28,000.00	13,999.98	2,333.33 14,000.02	50.00	
207-301-955.000	POLICE: MISCELLANEOUS	5,000.00	5,000.00	145.00	.00 4,855.00	2.90	
207-301-971.000	POLICE: RESERVE EQUIPMENT	1,000.00	1,000.00	.00	.00 1,000.00	.00	
207-301-971.001	POLICE: EQUIP CAP OUTLAY	9,500.00	9,500.00	.00	.00 9,500.00	.00	
207-301-971.002	POLICE: BUILDING REN	490,000.00	520,970.00	380,211.66	90,449.95 140,758.34	72.98	
	TOTAL POLICE	3,728,973.00	3,759,943.00	1,396,122.24	97,485.68	2,363,820.76	37.13
	TOTAL FUND EXPENDITURES	3,728,973.00	3,759,943.00	1,396,122.24	97,485.68	2,363,820.76	37.13
	NET REVENUE OVER EXPENDITURES	.23	.23	1,762,281.31	116,408.72	1,762,281.08	

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET

JUNE 30, 2022

REFUSE FUND

ASSETS

227-000-010.000 CASH - COMBINED SAVINGS

826,377.19

TOTAL ASSETS

826,377.19

LIABILITIES AND EQUITY

FUND EQUITY

227-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

243,208.74
583,168.45

TOTAL FUND EQUITY

826,377.19

TOTAL LIABILITIES AND EQUITY

826,377.19

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

REFUSE FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
REVENUE							
227-000-626.000	REFUSE COLLECTION	1,105,500.00	1,105,500.00	1,109,625.00	42,875.06 (4,125.00)	100.37	
227-000-665.000	INTEREST EARNINGS	5,000.00	5,000.00	522.83	71.34	4,477.17	10.46
227-000-677.000	MISCELLANEOUS	.00	.00	1,281.00	220.00 (1,281.00)	.00	
227-000-692.000	APPROPRIATION FUND BAL.	71,137.00	71,137.00	.00	.00	71,137.00	.00
	REVENUE	1,181,637.00	1,181,637.00	1,111,428.83	43,166.40	70,208.17	94.06
	TOTAL FUND REVENUE	1,181,637.00	1,181,637.00	1,111,428.83	43,166.40	70,208.17	94.06
REFUSE							
227-526-703.000	REFUSE: CLERICAL WAGE F-T	.00	.00	562.50	.00 (562.50)	.00	
227-526-801.000	REFUSE: CONTRACTOR	1,087,000.00	1,087,000.00	526,197.88	87,760.92	560,802.12	48.41
227-526-812.000	REFUSE: FUND ADMIN COSTS	27,637.00	27,637.00	.00	.00	27,637.00	.00
227-526-813.001	REFUSE: THIRD PARTY EXPENSES	2,000.00	2,000.00	.00	.00	2,000.00	.00
227-526-967.000	REFUSE: COMM SERVICE PROJ	65,000.00	65,000.00	1,500.00	.00	63,500.00	2.31
	TOTAL REFUSE	1,181,637.00	1,181,637.00	528,260.38	87,760.92	653,376.62	44.71
	TOTAL FUND EXPENDITURES	1,181,637.00	1,181,637.00	528,260.38	87,760.92	653,376.62	44.71
	NET REVENUE OVER EXPENDITURES	.00	.00	583,168.45	(44,594.52)	583,168.45	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

CAPITAL IMPROVEMENT FUND

ASSETS

401-000-010.000 CASH - COMBINED SAVINGS
401-000-084.494 DUE TO/FROM DDA

3,553,604.21
95,362.19

TOTAL ASSETS

3,648,966.40

LIABILITIES AND EQUITY

FUND EQUITY

401-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

5,763,143.58
(2,114,177.18)

TOTAL FUND EQUITY

3,648,966.40

TOTAL LIABILITIES AND EQUITY

3,648,966.40

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CAPITAL IMPROVEMENT FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
REVENUE							
401-000-644.000	ASSET SALE PROCEEDS	250,000.00	250,000.00	.00	.00	250,000.00	.00
401-000-665.000	INTEREST EARNINGS	10,000.00	10,000.00	8,232.59	2,366.23	1,767.41	82.33
401-000-665.001	INTEREST EARNINGS DDA LOAN	3,500.00	3,500.00	1,347.48	206.10	2,152.52	38.50
401-000-667.002	CELL TOWER LEASE	150,000.00	150,000.00	94,778.22	13,295.52	55,221.78	63.19
401-000-692.000	APPROPRIATION FUND BAL.	4,187,000.00	4,507,000.00	.00	.00	4,507,000.00	.00
	REVENUE	4,600,500.00	4,920,500.00	104,358.29	15,867.85	4,816,141.71	2.12
	TOTAL FUND REVENUE	4,600,500.00	4,920,500.00	104,358.29	15,867.85	4,816,141.71	2.12
GENERAL GOVERNMENT							
401-261-971.001	TOWNSHIP IMPROVEMENTS	4,215,500.00	4,215,500.00	1,781,230.06	773,678.64	2,434,269.94	42.25
401-261-971.012	TOWNSHIP RELOCATION EXPENSES	25,000.00	25,000.00	627.57	100.00	24,372.43	2.51
401-261-971.013	SEWER ANTICIPATION EXPENSE	100,000.00	100,000.00	.00	.00	100,000.00	.00
401-261-971.020	250 W LIVINGSTON IMPROVEMENTS	10,000.00	10,000.00	3,620.68	512.03	6,379.32	36.21
401-261-972.000	PROPERTY PURCHASE	.00	205,000.00	206,192.93	205,192.93	(1,192.93)	100.58
401-261-995.103	TRANSFER TO ROAD FUND	100,000.00	100,000.00	100,000.00	.00	.00	100.00
	TOTAL GENERAL GOVERNMENT	4,450,500.00	4,655,500.00	2,091,671.24	979,483.60	2,563,828.76	44.93
ANNEX							
401-523-971.000	ANNEX IMPROVEMENTS	20,000.00	20,000.00	.00	.00	20,000.00	.00
	TOTAL ANNEX	20,000.00	20,000.00	.00	.00	20,000.00	.00
CEMETERY							
401-567-971.000	CEMETERY IMPROVEMENTS	25,000.00	25,000.00	.00	.00	25,000.00	.00
	TOTAL CEMETERY	25,000.00	25,000.00	.00	.00	25,000.00	.00
PARKS							
401-751-971.000	HICKORY RIDGE PARK IMPROVEMEN	15,000.00	15,000.00	3,273.28	3,273.28	11,726.72	21.82
401-751-971.001	DUCK LAKE PARK IMPROVEMENT	90,000.00	90,000.00	.00	.00	90,000.00	.00
401-751-971.002	NEW PARK PROPERTY	.00	115,000.00	123,590.95	.00	(8,590.95)	107.47
	TOTAL PARKS	105,000.00	220,000.00	126,864.23	3,273.28	93,135.77	57.67
	TOTAL FUND EXPENDITURES	4,600,500.00	4,920,500.00	2,218,535.47	982,756.88	2,701,964.53	45.09
	NET REVENUE OVER EXPENDITURES	.00	.00	(2,114,177.18)	(966,889.03)	(2,114,177.18)	

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET

JUNE 30, 2022

FIRE CAPITAL FUND

ASSETS

402-000-010.000 CASH - COMBINED SAVINGS

2,233,026.65

TOTAL ASSETS

2,233,026.65

LIABILITIES AND EQUITY

FUND EQUITY

402-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

2,635,117.53
(402,090.88)

TOTAL FUND EQUITY

2,233,026.65

TOTAL LIABILITIES AND EQUITY

2,233,026.65

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

FIRE CAPITAL FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
REVENUE							
402-000-402.000	CURRENT PROPERTY TAX	.00	856,101.00	861,583.46	26,580.16	(5,482.46)	100.64
402-000-402.001	MILLAGE PROP TAX REVENUE	856,101.00	.00	.00	.00	.00	.00
402-000-665.000	INTEREST EARNINGS	.00	.00	6,394.07	391.05	(6,394.07)	.00
402-000-692.000	APPROPRIATION FUND BAL.	1,738,899.00	1,738,899.00	.00	.00	1,738,899.00	.00
402-000-699.000	OPERATING TRANSFER IN	250,000.00	250,000.00	.00	.00	250,000.00	.00
	REVENUE	2,845,000.00	2,845,000.00	867,977.53	26,971.21	1,977,022.47	30.51
	TOTAL FUND REVENUE	2,845,000.00	2,845,000.00	867,977.53	26,971.21	1,977,022.47	30.51
FIRE							
402-336-971.003	CONSTR IN PROCESS FIRE MIL ST1	.00	.00	1,200.00	.00	(1,200.00)	.00
402-336-971.004	CONSTR IN PROCESS FIRE MIL ST2	2,300,000.00	2,300,000.00	859,743.41	118,945.82	1,440,256.59	37.38
402-336-991.000	FIRE CAP: DEBT SVC PRINCIPAL	270,000.00	270,000.00	275,000.00	.00	(5,000.00)	101.85
402-336-993.001	FIRE CAP: DEBT SVC INTEREST	275,000.00	275,000.00	133,625.00	.00	141,375.00	48.59
402-336-993.002	FIRE CAP: BONDING AGENT FEES	.00	.00	500.00	500.00	(500.00)	.00
	TOTAL FIRE	2,845,000.00	2,845,000.00	1,270,068.41	119,445.82	1,574,931.59	44.64
	TOTAL FUND EXPENDITURES	2,845,000.00	2,845,000.00	1,270,068.41	119,445.82	1,574,931.59	44.64
	NET REVENUE OVER EXPENDITURES	.00	.00	(402,090.88)	(92,474.61)	(402,090.88)	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

DOWNTOWN DEVELOPMENT FUND

ASSETS

494-000-010.000 CASH - COMBINED SAVINGS
494-000-019.000 TAXES RECEIVABLE

417,830.94
74,429.00

TOTAL ASSETS

492,259.94

LIABILITIES AND EQUITY

LIABILITIES

494-000-202.000 ACCOUNTS PAYABLE
494-000-280.000 DEFERRED REVENUE
494-000-308.000 LONG-TERM LOAN

2,326.40
122,134.00
95,362.19

TOTAL LIABILITIES

219,822.59

FUND EQUITY

494-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

234,009.61
38,427.74

TOTAL FUND EQUITY

272,437.35

TOTAL LIABILITIES AND EQUITY

492,259.94

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

DOWNTOWN DEVELOPMENT FUND

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET	
REVENUE							
494-000-569.000	GRANT REVENUE	.00	.00	6,085.00	.00 (6,085.00)	.00	
494-000-665.000	INTEREST EARNINGS	1,080.00	1,080.00	761.82	243.01	318.18	70.54
494-000-677.001	DDA EVENTS FUND	.00	.00	(1,905.00)	(390.00)	1,905.00	.00
494-000-677.005	FUNDRAISING	3,000.00	3,000.00	1,210.00	25.00	1,790.00	40.33
494-000-677.008	FARMERS MARKET RESERVATIONS	800.00	800.00	1,015.00	170.00	(215.00)	126.88
494-000-677.010	TIF	209,000.00	209,000.00	86,814.08	6,241.20	122,185.92	41.54
	REVENUE	213,880.00	213,880.00	93,980.90	6,289.21	119,899.10	43.94
	TOTAL FUND REVENUE	213,880.00	213,880.00	93,980.90	6,289.21	119,899.10	43.94
DOWNTOWN DEVELOPMENT AUTHO							
494-729-702.001	DDA: DIRECTOR	49,106.88	49,106.88	24,803.19	4,168.26	24,303.69	50.51
494-729-710.000	DDA: EMPLOYER PAYROLL TAX	3,756.68	3,756.68	1,869.19	290.51	1,887.49	49.76
494-729-720.002	DDA: RECORDING SECRETARY	1,200.00	1,200.00	500.00	500.00	700.00	41.67
494-729-728.000	DDA: OFFICE SUPPLIES	1,000.00	1,000.00	713.71	232.25	286.29	71.37
494-729-729.000	DDA:MEETING PUBLIC ED SUPPLIES	500.00	500.00	80.00	.00	420.00	16.00
494-729-801.000	DDA: PROF SERVICES	3,000.00	3,000.00	.00	.00	3,000.00	.00
494-729-801.001	DDA: MASTER PLAN	5,000.00	5,000.00	.00	.00	5,000.00	.00
494-729-808.000	DDA: CONSULTANT CASSIE BLASCY	9,000.00	9,000.00	3,186.00	792.00	5,814.00	35.40
494-729-808.001	DDA: SPECIAL PROJ CONSULTANT	4,000.00	4,000.00	218.02	.00	3,781.98	5.45
494-729-820.000	DDA: DUES/ED/TRAVEL	4,500.00	4,500.00	3,651.23	163.37	848.77	81.14
494-729-850.000	DDA: WEBSITE	700.00	700.00	475.00	.00	225.00	67.86
494-729-880.001	DDA: PROMOTIONS	11,800.00	11,800.00	2,170.69	74.50	9,629.31	18.40
494-729-880.002	DDA: ECONOMIC RESTRUCTURING	10,500.00	10,500.00	640.06	.00	9,859.94	6.10
494-729-880.003	DDA: DESIGN	36,900.00	36,900.00	9,681.46	3,701.09	27,218.54	26.24
494-729-880.004	DDA: ORGANIZATION	2,100.00	2,100.00	2,184.45	894.28	(84.45)	104.02
494-729-900.000	DDA: ADVERTISING/PRINTING	3,000.00	3,000.00	260.90	72.00	2,739.10	8.70
494-729-900.001	DDA: FUNDRAISER EXPENSE	3,000.00	3,000.00	719.28	.00	2,280.72	23.98
494-729-920.000	DDA: RENT/ UTILITIES	3,000.00	3,000.00	1,719.50	287.50	1,280.50	57.32
494-729-935.000	DDA: MAINTENANCE FOUR CORNER	4,000.00	4,000.00	195.00	195.00	3,805.00	4.88
494-729-967.000	DDA: FARMERS' MARKET	6,000.00	6,000.00	588.00	190.50	5,412.00	9.80
494-729-967.002	DDA: DDA SPONSORSHIPS	3,000.00	3,000.00	550.00	.00	2,450.00	18.33
494-729-967.007	DDA:CART PROJECT	2,500.00	2,500.00	.00	.00	2,500.00	.00
494-729-991.000	DDA: PRINCIPAL EXP-BUDGET ONLY	38,752.00	38,752.00	.00	.00	38,752.00	.00
494-729-993.000	DDA: INTEREST EXPENSE	6,500.00	6,500.00	1,347.48	206.10	5,152.52	20.73
	TOTAL DOWNTOWN DEVELOPMENT	212,815.56	212,815.56	55,553.16	11,767.36	157,262.40	26.10
	TOTAL FUND EXPENDITURES	212,815.56	212,815.56	55,553.16	11,767.36	157,262.40	26.10
	NET REVENUE OVER EXPENDITURES	1,064.44	1,064.44	38,427.74	(5,478.15)	37,363.30	

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET
JUNE 30, 2022

WATER SYSTEM

ASSETS

591-000-001.000	CASH - CHECKING	377,576.08	
591-000-001.001	CASH - DEBT	1.41	
591-000-010.000	CASH - COMBINED SAVINGS	55,578.77	
591-000-033.000	UTILITY RECEIVABLE WATER SYSTE	48,827.87	
591-000-035.000	UNBILLED RECEIVABLE WATER SYST	87,329.49	
591-000-152.000	WATERMAINS	8,029,049.92	
591-000-153.000	A/D WATER MAINS	(553,697.57)	
591-000-158.000	CONSTRUCTION IN PROGRESS	16,234.64	
	TOTAL ASSETS		8,060,900.61

LIABILITIES AND EQUITY

LIABILITIES

591-000-209.000	INTEREST PAYABLE	1,637.50	
591-000-214.000	DUE TO OTHER FUNDS-INVENTORY	6,592.19	
591-000-251.000	ACCOUNTS PAYABLE ACCRUED INT	.65	
591-000-300.000	BONDS PAYABLE CURRENT WATER SY	67,000.00	
591-000-300.001	SPECIAL ASSESSMENT BOND	588,000.00	
	TOTAL LIABILITIES		663,230.34

FUND EQUITY

591-000-373.000	CONTRIBUTED CAPITAL NET POSITI	6,836,587.00	
591-000-392.000	MAJOR MAINT.RESERVE-RESTRICTED	19,296.29	
591-000-392.001	EMERG.MAINT.RESERVE-RESTRICTED	77,058.94	
591-000-392.002	CAP. IMPRV RESERVE-RESTRICTED	568,130.95	
591-000-399.000	UNRESTRICTED NET ASSETS	(7,833.60)	
	REVENUE OVER EXPENDITURES - YTD	(95,569.31)	
	TOTAL FUND EQUITY		7,397,670.27
	TOTAL LIABILITIES AND EQUITY		8,060,900.61

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER SYSTEM

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
REVENUE						
591-000-082.000						
TRANSFER IN FROM OAKLAND CTY	.00	.00	19,440.52	.00	(19,440.52)	.00
	.00	.00	19,440.52	.00	(19,440.52)	.00
REVENUE	.00	.00	19,440.52	.00	(19,440.52)	.00
TOTAL FUND REVENUE	.00	.00	19,440.52	.00	(19,440.52)	.00
WATER						
591-536-812.000						
FUND ADMINISTRATION COST	.00	.00	17,378.74	.00	(17,378.74)	.00
591-536-921.000						
SYSTEMS	.00	.00	(12,435.34)	.00	12,435.34	.00
591-536-921.001						
PLAN REVIEW & PERMITTING	.00	.00	592.37	.00	(592.37)	.00
591-536-921.002						
MAPPING UNIT	.00	.00	2,001.75	.00	(2,001.75)	.00
591-536-921.003						
BILLING SERVICES	.00	.00	3,181.52	.00	(3,181.52)	.00
591-536-935.000						
MAINTENANCE	.00	.00	66,761.11	.00	(66,761.11)	.00
591-536-938.001						
WATER SYSTEMS	.00	.00	22,875.23	.00	(22,875.23)	.00
591-536-938.002						
WATER MAINTENANCE	.00	.00	35,833.46	.00	(35,833.46)	.00
591-536-938.003						
PUMP MAINTENANCE	.00	.00	100,062.53	.00	(100,062.53)	.00
591-536-971.001						
WATER CAPITAL EQUIPMT IMPROVM	.00	.00	28,943.21	.00	(28,943.21)	.00
591-536-993.001						
INTEREST EXPENSE	.00	.00	4,926.04	.00	(4,926.04)	.00
TOTAL WATER	.00	.00	270,120.62	.00	(270,120.62)	.00
TOTAL FUND EXPENDITURES	.00	.00	270,120.62	.00	(270,120.62)	.00
NET REVENUE OVER EXPENDITURES	.00	.00	(250,680.10)	.00	(250,680.10)	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

HIGHLAND ADVISORY COUNCIL

ASSETS

702-000-010.000 CASH - COMBINED SAVINGS

14,903.07

TOTAL ASSETS

14,903.07

LIABILITIES AND EQUITY

FUND EQUITY

702-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

16,829.47

(1,926.40)

TOTAL FUND EQUITY

14,903.07

TOTAL LIABILITIES AND EQUITY

14,903.07

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

HIGHLAND ADVISORY COUNCIL

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	<u>REVENUE</u>					
702-000-674.000	.00	.00	6,612.32	10.00	(6,612.32)	.00
	.00	.00	6,612.32	10.00	(6,612.32)	.00
	.00	.00	6,612.32	10.00	(6,612.32)	.00
	<u>GENERAL GOVERNMENT</u>					
702-261-729.000	.00	.00	8,538.72	3,135.00	(8,538.72)	.00
	.00	.00	8,538.72	3,135.00	(8,538.72)	.00
	.00	.00	8,538.72	3,135.00	(8,538.72)	.00
	.00	.00	(1,926.40)	(3,125.00)	(1,926.40)	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

CURRENT TAX COLLECT

ASSETS

703-000-010.000	CASH - COMBINED SAVINGS	4,889.40
703-000-019.000	TAXES RECEIVABLE-OTHER GOVTS	1,248,656.04
703-000-214.000	DUE TO/FR GENERAL FUND	(2,457.01)

TOTAL ASSETS

1,251,088.43

LIABILITIES AND EQUITY

LIABILITIES

703-000-274.000	TAX COLLECTIONS TO DISTRIBUTE	3,624.00
703-000-280.000	DEFERRED REVENUE	1,248,656.04

TOTAL LIABILITIES

1,252,280.04

FUND EQUITY

REVENUE OVER EXPENDITURES - YTD	(1,191.61)
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TOTAL FUND EQUITY

(1,191.61)

TOTAL LIABILITIES AND EQUITY

1,251,088.43

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CURRENT TAX COLLECT

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	<u>REVENUE</u>					
703-000-665.000	.00	.00	290.39	.41	(290.39)	.00
	.00	.00	290.39	.41	(290.39)	.00
	.00	.00	290.39	.41	(290.39)	.00
	<u>TRUST & AGENCY ADMIN</u>					
703-255-822.000	.00	.00	1,482.00	245.00	(1,482.00)	.00
	.00	.00	1,482.00	245.00	(1,482.00)	.00
	.00	.00	1,482.00	245.00	(1,482.00)	.00
	.00	.00	(1,191.61)	(244.59)	(1,191.61)	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

POST-RETIREMENT BENEFITS

ASSETS

737-000-010.000	CASH - COMBINED SAVINGS	106,204.21
737-000-017.001	MUTUAL FUNDS	650,630.87
737-000-017.002	LPL INVESTMENTS	48,860.00

TOTAL ASSETS

805,695.08

LIABILITIES AND EQUITY

FUND EQUITY

737-000-390.000	FUND BALANCE	954,151.58
	REVENUE OVER EXPENDITURES - YTD	(148,456.50)

TOTAL FUND EQUITY

805,695.08

TOTAL LIABILITIES AND EQUITY

805,695.08

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

POST-RETIREMENT BENEFITS

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
REVENUE						
737-000-665.000	20,000.00	20,000.00	12,379.80	2,387.05	7,620.20	61.90
737-000-669.001	.00	.00	(138,925.93)	(35,811.40)	138,925.93	.00
737-000-692.002	68,000.00	68,000.00	.00	.00	68,000.00	.00
REVENUE	88,000.00	88,000.00	(126,546.13)	(33,424.35)	214,546.13	(143.80)
TOTAL FUND REVENUE	88,000.00	88,000.00	(126,546.13)	(33,424.35)	214,546.13	(143.80)
GENERAL GOVERNMENT PERSONNE						
737-279-719.000	80,000.00	80,000.00	17,406.41	2,486.99	62,593.59	21.76
737-279-822.000	8,000.00	8,000.00	4,503.96	.00	3,496.04	56.30
TOTAL GENERAL GOVERNMENT PER	88,000.00	88,000.00	21,910.37	2,486.99	66,089.63	24.90
TOTAL FUND EXPENDITURES	88,000.00	88,000.00	21,910.37	2,486.99	66,089.63	24.90
NET REVENUE OVER EXPENDITURES	.00	.00	(148,456.50)	(35,911.34)	(148,456.50)	

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET

JUNE 30, 2022

DUCK LAKE ASSOC

ASSETS

764-000-010.000 CASH - COMBINED SAVINGS

199,022.29

TOTAL ASSETS

199,022.29

LIABILITIES AND EQUITY

FUND EQUITY

764-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

192,095.02
6,927.27

TOTAL FUND EQUITY

199,022.29

TOTAL LIABILITIES AND EQUITY

199,022.29

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

DUCK LAKE ASSOC

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
<u>REVENUE</u>						
764-000-581.000						
	.00	.00	255,446.47	13,847.49	(255,446.47)	.00
764-000-665.000						
	.00	.00	38.70	17.30	(38.70)	.00
	.00	.00	255,485.17	13,864.79	(255,485.17)	.00
	.00	.00	255,485.17	13,864.79	(255,485.17)	.00
<u>TRUST & AGENCY ADMIN</u>						
764-255-956.000						
	.00	.00	248,557.90	32,470.39	(248,557.90)	.00
	.00	.00	248,557.90	32,470.39	(248,557.90)	.00
	.00	.00	248,557.90	32,470.39	(248,557.90)	.00
	.00	.00	6,927.27	(18,605.60)	6,927.27	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

HIGHLAND LAKE ASSOC

ASSETS

765-000-010.000 CASH - COMBINED SAVINGS

69,603.20

TOTAL ASSETS

69,603.20

LIABILITIES AND EQUITY

FUND EQUITY

765-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

60,946.57
8,656.63

TOTAL FUND EQUITY

69,603.20

TOTAL LIABILITIES AND EQUITY

69,603.20

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

HIGHLAND LAKE ASSOC

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	<u>REVENUE</u>						
765-000-581.000	CONTRIBUTIONS-HIGHLAND LAKE	.00	.00	23,088.74	2,815.70	(23,088.74)	.00
765-000-665.000	INTEREST EARNINGS	.00	.00	12.41	6.05	(12.41)	.00
	REVENUE	.00	.00	23,101.15	2,821.75	(23,101.15)	.00
	TOTAL FUND REVENUE	.00	.00	23,101.15	2,821.75	(23,101.15)	.00
	<u>TRUST & AGENCY ADMIN</u>						
765-255-956.000	HIGHLAND LAKE: DEDUCTIONS	.00	.00	14,444.52	13,599.52	(14,444.52)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	14,444.52	13,599.52	(14,444.52)	.00
	TOTAL FUND EXPENDITURES	.00	.00	14,444.52	13,599.52	(14,444.52)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	8,656.63	(10,777.77)	8,656.63	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

TAGGETT LAKE ASSOC

ASSETS

766-000-010.000 CASH - COMBINED SAVINGS

82,380.79

TOTAL ASSETS

82,380.79

LIABILITIES AND EQUITY

FUND EQUITY

766-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

74,701.13
7,679.66

TOTAL FUND EQUITY

82,380.79

TOTAL LIABILITIES AND EQUITY

82,380.79

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

TAGGETT LAKE ASSOC

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	<u>REVENUE</u>						
766-000-581.000	CONTRIBUTIONS-TAGGETT LAKE	.00	.00	12,600.00	600.00	(12,600.00)	.00
766-000-665.000	INTEREST EARNINGS	.00	.00	13.88	7.16	(13.88)	.00
	REVENUE	.00	.00	12,613.88	607.16	(12,613.88)	.00
	TOTAL FUND REVENUE	.00	.00	12,613.88	607.16	(12,613.88)	.00
	<u>TRUST & AGENCY ADMIN</u>						
766-255-956.000	TAGGETT LAKE: DEDUCTIONS	.00	.00	4,934.22	2,708.60	(4,934.22)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	4,934.22	2,708.60	(4,934.22)	.00
	TOTAL FUND EXPENDITURES	.00	.00	4,934.22	2,708.60	(4,934.22)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	7,679.66	(2,101.44)	7,679.66	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

KELLOGG LAKE ASSOC

ASSETS

767-000-010.000 CASH - COMBINED SAVINGS

53,511.65

TOTAL ASSETS

53,511.65

LIABILITIES AND EQUITY

FUND EQUITY

767-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

43,503.16
10,008.49

TOTAL FUND EQUITY

53,511.65

TOTAL LIABILITIES AND EQUITY

53,511.65

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

CHARLICK LAKE ASSOC

ASSETS

768-000-010.000 CASH - COMBINED SAVINGS

55,527.14

TOTAL ASSETS

55,527.14

LIABILITIES AND EQUITY

FUND EQUITY

768-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

37,270.85
18,256.29

TOTAL FUND EQUITY

55,527.14

TOTAL LIABILITIES AND EQUITY

55,527.14

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CHARLICK LAKE ASSOC

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
REVENUE							
768-000-581.000	CONTRIBUTIONS-CHARLICK LAKE	.00	.00	26,079.27	.00	(26,079.27)	.00
768-000-665.000	INTEREST EARNINGS	.00	.00	9.81	4.83	(9.81)	.00
	REVENUE	.00	.00	26,089.08	4.83	(26,089.08)	.00
	TOTAL FUND REVENUE	.00	.00	26,089.08	4.83	(26,089.08)	.00
TRUST & AGENCY ADMIN							
768-255-956.000	CHARLICK LAKE: DEDUCTIONS	.00	.00	7,832.79	7,773.52	(7,832.79)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	7,832.79	7,773.52	(7,832.79)	.00
	TOTAL FUND EXPENDITURES	.00	.00	7,832.79	7,773.52	(7,832.79)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	18,256.29	(7,768.69)	18,256.29	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

WOODRUFF LAKE ASSOC

ASSETS

769-000-010.000 CASH - COMBINED SAVINGS

48,001.80

TOTAL ASSETS

48,001.80

LIABILITIES AND EQUITY

FUND EQUITY

769-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

47,204.93
796.87

TOTAL FUND EQUITY

48,001.80

TOTAL LIABILITIES AND EQUITY

48,001.80

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WOODRUFF LAKE ASSOC

		ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
	<u>REVENUE</u>						
769-000-581.000	CONTRIBUTIONS-WOODRUFF LAKE	.00	.00	13,760.00	1,600.00	(13,760.00)	.00
769-000-665.000	INTEREST EARNINGS	.00	.00	8.89	4.17	(8.89)	.00
	REVENUE	.00	.00	13,768.89	1,604.17	(13,768.89)	.00
	TOTAL FUND REVENUE	.00	.00	13,768.89	1,604.17	(13,768.89)	.00
	<u>TRUST & AGENCY ADMIN</u>						
769-255-956.000	WOODRUFF LAKE: DEDUCTIONS	.00	.00	12,972.02	12,859.04	(12,972.02)	.00
	TOTAL TRUST & AGENCY ADMIN	.00	.00	12,972.02	12,859.04	(12,972.02)	.00
	TOTAL FUND EXPENDITURES	.00	.00	12,972.02	12,859.04	(12,972.02)	.00
	NET REVENUE OVER EXPENDITURES	.00	.00	796.87	(11,254.87)	796.87	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

WHITE LAKE IMPROVEMENT

ASSETS

770-000-010.000 CASH - COMBINED SAVINGS

257,344.27

TOTAL ASSETS

257,344.27

LIABILITIES AND EQUITY

FUND EQUITY

770-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

166,499.95
90,844.32

TOTAL FUND EQUITY

257,344.27

TOTAL LIABILITIES AND EQUITY

257,344.27

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

TOMAHAWK LAKE IMPROVEMENT

ASSETS

771-000-010.000 CASH - COMBINED SAVINGS

2,698.15

TOTAL ASSETS

2,698.15

LIABILITIES AND EQUITY

FUND EQUITY

771-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

941.05
1,757.10

TOTAL FUND EQUITY

2,698.15

TOTAL LIABILITIES AND EQUITY

2,698.15

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

TOMAHAWK LAKE IMPROVEMENT

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
<u>REVENUE</u>						
771-000-581.000	.00	.00	3,956.60	.00	(3,956.60)	.00
771-000-665.000	.00	.00	.50	.24	(.50)	.00
	<u>.00</u>	<u>.00</u>	<u>3,957.10</u>	<u>.24</u>	<u>(3,957.10)</u>	<u>.00</u>
	<u>.00</u>	<u>.00</u>	<u>3,957.10</u>	<u>.24</u>	<u>(3,957.10)</u>	<u>.00</u>
<u>TRUST & AGENCY ADMIN</u>						
771-255-956.000	.00	.00	2,200.00	.00	(2,200.00)	.00
	<u>.00</u>	<u>.00</u>	<u>2,200.00</u>	<u>.00</u>	<u>(2,200.00)</u>	<u>.00</u>
	<u>.00</u>	<u>.00</u>	<u>2,200.00</u>	<u>.00</u>	<u>(2,200.00)</u>	<u>.00</u>
	<u>.00</u>	<u>.00</u>	<u>2,200.00</u>	<u>.00</u>	<u>(2,200.00)</u>	<u>.00</u>
	<u>.00</u>	<u>.00</u>	<u>1,757.10</u>	<u>.24</u>	<u>1,757.10</u>	

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

GOURD LAKE IMPROVEMENT

ASSETS

773-000-010.000 CASH - COMBINED SAVINGS

3,540.65

TOTAL ASSETS

3,540.65

LIABILITIES AND EQUITY

FUND EQUITY

773-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

2,941.10
599.55

TOTAL FUND EQUITY

3,540.65

TOTAL LIABILITIES AND EQUITY

3,540.65

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GOURD LAKE IMPROVEMENT

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
<u>REVENUE</u>						
773-000-581.000						
	.00	.00	3,125.45	.00	(3,125.45)	.00
773-000-665.000						
	.00	.00	.60	.31	(.60)	.00
	.00	.00	3,126.05	.31	(3,126.05)	.00
	.00	.00	3,126.05	.31	(3,126.05)	.00
<u>TRUST & AGENCY ADMIN</u>						
773-255-956.000						
	.00	.00	2,526.50	.00	(2,526.50)	.00
	.00	.00	2,526.50	.00	(2,526.50)	.00
	.00	.00	2,526.50	.00	(2,526.50)	.00
	.00	.00	599.55	.31	599.55	

CHARTER TOWNSHIP OF HIGHLAND

BALANCE SHEET

JUNE 30, 2022

PENNINSULA LAKE

ASSETS

774-000-010.000 CASH - COMBINED SAVINGS

8,664.50

TOTAL ASSETS

8,664.50

LIABILITIES AND EQUITY

FUND EQUITY

774-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

6,202.39
2,462.11

TOTAL FUND EQUITY

8,664.50

TOTAL LIABILITIES AND EQUITY

8,664.50

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

LOWER PETTIBONE LAKE

ASSETS

775-000-010.000 CASH - COMBINED SAVINGS

4,076.61

TOTAL ASSETS

4,076.61

LIABILITIES AND EQUITY

FUND EQUITY

775-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

5,171.43

(1,094.82)

TOTAL FUND EQUITY

4,076.61

TOTAL LIABILITIES AND EQUITY

4,076.61

CHARTER TOWNSHIP OF HIGHLAND
BALANCE SHEET
JUNE 30, 2022

DUNLEAVY/LEONARD LAKE

ASSETS

776-000-010.000 CASH - COMBINED SAVINGS

6,105.65

TOTAL ASSETS

6,105.65

LIABILITIES AND EQUITY

FUND EQUITY

776-000-390.000 FUND BALANCE
REVENUE OVER EXPENDITURES - YTD

4,716.53
1,389.12

TOTAL FUND EQUITY

6,105.65

TOTAL LIABILITIES AND EQUITY

6,105.65

CHARTER TOWNSHIP OF HIGHLAND
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

DUNLEAVY/LEONARD LAKE

	ORIGINAL BUDGET	AMENDED BUDGET	YTD ACTUAL	CUR MONTH	VARIANCE	% OF BUDGET
<u>REVENUE</u>						
776-000-581.000						
	.00	.00	11,795.34	597.79	(11,795.34)	.00
776-000-665.000						
	.00	.00	1.78	.53	(1.78)	.00
	.00	.00	11,797.12	598.32	(11,797.12)	.00
	.00	.00	11,797.12	598.32	(11,797.12)	.00
<u>TRUST & AGENCY ADMIN</u>						
776-255-956.000						
	.00	.00	10,408.00	10,408.00	(10,408.00)	.00
	.00	.00	10,408.00	10,408.00	(10,408.00)	.00
	.00	.00	10,408.00	10,408.00	(10,408.00)	.00
	.00	.00	1,389.12	(9,809.68)	1,389.12	

CHARTER TOWNSHIP OF HIGHLAND FIRE DEPARTMENT

MONTHLY REPORT

June-22



Last Year (2021)

This Year (2022)

Cost of Firefighter's by Station

Station One	\$ 8,568.35	\$ 6,335.33
Station Two	\$11,797.20	\$19,550.31
Station Three	\$8,569.99	\$8,773.08
Total	\$28,935.54	\$ 34,658.72

Cost of Firefighter's Last Month

\$66,417.21	\$ 73,890.30
--------------------	---------------------

Alarms through Current Month

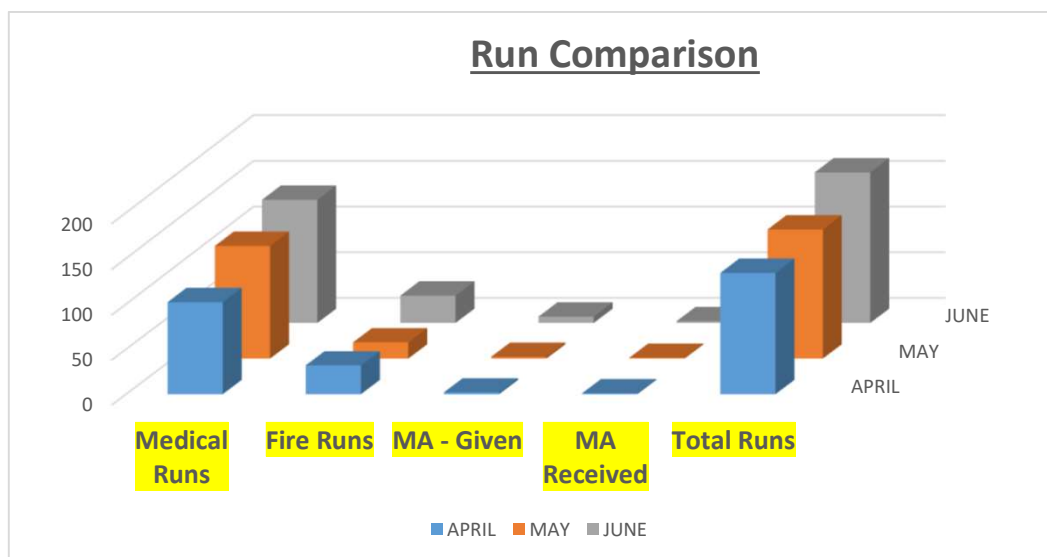
763 898

Total Alarms last Year

1754 Runs Ahead of Last Year 135

STATISTICS

	<u>Last Month</u>	<u>This Month</u>
Amount Endangered by Fire	\$592,000.00	\$188,000.00
Amount Lost by Fire	\$15,000.00	\$160,000.00
Fire Loss	3%	85%
Average Personnel Per Run	6	5.5
Medical Related Runs	124	135
Fire Related Runs	18	30
Mutual Aid - Given	2	7
Mutual Aid - Received	1	2
Total Runs	142	165
EMS TRANSPORTS	80	79
Fire Staff Hours	3600.25	3320.75
Administration Staff Hours	339	332



Submitted by...

Chief Ken Chapman

**Highland Township Public Library
Board Meeting Minutes
Tuesday, June 7, 2022**

Members Present: C. Dombrowski, J. Gaglio, C. Hamill, J. Matthews, D. Mecklenborg, and Director B. Dunseth

Members Absent: K. Polidori

Guest: None

The Highland Township Library Board meeting was called to order at 5:34 pm by D. Mecklenborg.

Motion: J. Matthews moved and J. Gaglio seconded to approve the agenda. Unanimous vote; motion carried.

Motion: J. Matthews moved and C. Hamill seconded to approve the Board Meeting minutes of May 3, 2022. Roll call - unanimous vote; motion carried.

Bills: Total bills for May, 2022 are \$45,093.78. Total bills for June, 2022 are \$55,049.14, with the addition of 2 Moms & A Mop, Applied Imaging, Demco, Inc., Digital Document Store, DTE Energy, Library Network, Spinal Column, when received.

Motion: C. Hamill moved and J. Matthews seconded to approve the May, 2022 and June, 2022 bills. Roll call - unanimous vote; motion carried.

FYI: Budget report available for review.

Director's Report: Available for review.

Communications: A patron suggested reestablishing the ability to donate magazines; a table will be in the copy room in order to restart the magazine exchange. D. Dittmar was thanked for her help with a patron to scan and send pictures. J. Fenton, L. Phillipson, M. Geisler and A. Ireland received notes of appreciation. The library was used as a venue for prom pictures.

UNFINISHED BUSINESS

Library Network: TLN recommends replacement of our servers, at a cost of \$3,904.20.

Motion: C. Hamill moved and J. Matthews seconded to replace the Library servers at the agreed upon price. Roll call - unanimous vote; motion carried.

Building Maintenance: Several companies recommend replacement of the skylight rather than sealing. The refinishing of the main library door is complete.

Motion: C. Hamill moved and J. Matthews seconded to accept the bid from Rashid Construction for \$15,320.00 for removal of 5 skylights and installation of 5 curb mount skylights. Roll call - unanimous vote; motion carried.

Furniture: Community Room chairs have been delivered. Study Room chairs will be reupholstered. Discussed refurbishing the graphic novel area to add additional shelving for that genre. The Center Room could be made into a “flex space” for multiple purposes.

Motion: J. Matthews moved and J. Gaglio seconded to allocate \$10,910.00 to refurbish the graphic novel area. Roll call - unanimous vote; motion carried.

Motion: J. Matthews moved J. Gaglio seconded to allocate \$11,206.00 to transform the Center Room to a “flex space” that can be used for multiple purposes. Roll call - unanimous vote; motion carried.

Strategic Planning: Community Sharing will begin tutoring in the Library during the summer. B. Johnson suggested purchasing a Fountas and Pinnell set of books as well as some small white boards, to make tutoring easier. Discussed adding a paragraph to the “Work From Home Policy” to include guidance for working from home during non-emergency situations. Kanopy is now available to patrons on the Libby app and on the Library homepage.

Motion: J. Matthews moved and C. Hamill seconded to accept the added paragraph to the “Work From Home Policy” as amended. Roll call - unanimous vote; motion carried.

NEW BUSINESS

Library Services: Fax service is available for \$1.00 but the staff is looking into options to correct the low success rate of sending faxes. The public copy machine needs to be replaced.

Personnel:

The new Building Maintenance Coordinator, R. Griffon, will begin working on June 20, 2022. Interviews are being conducted for a part-time circulation position.

July Meeting: The Board Meeting on July 5, 2022, will be held in the Community Room, at 5:30pm.

Public Comment: None

Adjournment: C. Hamill moved and J. Matthews seconded to adjourn. Meeting adjourned at 6:24 pm.

Respectfully Submitted,

Cindy Dombrowski

Circulation of Physical Items

March: 7,320	April: 5,773	May: 5,466
Books: Adult 2,067	Teen 79	Youth 2,102
DVD 609	Realia 37	Board Games 14
Interlibrary Loan:		
Other TLN Library material to Highland: 1,265		
Highland Materials to other TLN Libraries: 1,115		
MeLCat Interloan Service: 22		
Unique Card Use:	April 800	May 760

Digital Usage

	April	May
Overdrive		
e-books	944	960
e-audiobooks	818	851
e-magazines	72	97
New Users	14	21
Unique Users	407	391
Hoopla Borrows	501	59
Consumer Reports Page Views	428	628
Mango Languages	19	8
World Book Content Views	9	10
Brainfuse	21	6
Ancestry Searches	30	

Library Happenings

- Fax charges have been lowered to \$1 per page
- Librarians visited Highland Elementary to encourage Kindergarten students to get a library card.
- Librarians attended the Spring Fling for families in Huron Valley Schools to promote summer reading.
- Kanopy, an on-demand streaming video service for public libraries and universities, is now available through the Highland Library website.
- The library is hiring for a part-time position in our circulation department as well as for a part-time Building Maintenance Supervisor. Interviews are scheduled.
- Summer Reading starts June 1st. Oceans of Possibilities.

Programs & Reference

May Programs		#
Adult	4	56
Teen	6	77
Youth	13	66
Total	17	199
April	32	398
Reference		
Adult & Teen		531
Youth		275
Online	2	
Total		808
Last Month	1,024	
People Count		
May	3,533	
April	4,481	

Public Computer Usage

Computers	
Adult	231
Teen	6
Youth	14
AWE	413
ABCmouse	3
Wireless:	406

MAP Passes

- MAP Passes** 6 families
- Highland State Rec
 - Holocost Memorial
 - Kensington



2022 MONTHLY ACTIVITY REPORT HIGHLAND TOWNSHIP

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEPT</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YTD</u>
Calls for Service	1635	1642	2048	2235	1972	1884	2000						13416
Highland D.B.													
Warrants Submitted	5	2	7	4	2	5	6						31
Warrants Obtained	3	3	6	3	1	6	0						22
Court Appearances	4	3	7	3	3	3	3						26
New Cases	18	9	19	11	16	15	14						102
Closed Cases	13	8	14	8	12	9	12						76
Call Outs	1	4	5	3	2	4	1						20
School Liaison													
Incidents / Calls	10	13	6	5	9	8	N/A						51
Special Presentations	6	3	2	1	6	0	N/A						18
Traffic Enforcement													
Citations	108	101	145	190	142	133	148						967
Warnings	117	110	139	189	176	126	151						1008
Substation Activity													
Citizen "walk ins"	7	16	15	45	40	42	47						212
Traffic Crashes	40	25	33	24	33	35	27						217
Arrests													
Adults	5	10	12	13	16	19	13						88
Juveniles	0	0	3	0	0	0	0						3

TREASURER'S REPORT
June 30, 2022

BANK	FUND	ACCOUNT TYPE	FUND	O/S CHECKS	BANK BALANCE	BANK STATEMENT
CHASE	GENERAL	CHECKING	101	29,530.14	3,376.80 *	671,122.17
CHASE	GENERAL	H.R.A.	101		14,157.69	*In Chase checking account
CHASE	GENERAL	F.S.A CHECKING	101		6,805.13	
CHASE	GENERAL	CHECKING (SAVINGS)	101		567,733.39 *	
CHASE	FIRE OPERATING	MONEY MARKET	206		81,842.07	
CHASE	ROAD	MONEY MARKET	203		3,156.66	CHASE
CHASE	HAUL ROUTE	MONEY MARKET	203		293,572.00	2,667,748.89
CHASE	POLICE	MONEY MARKET	207		150,019.48	COMERICA
CHASE	REFUSE	MONEY MARKET	227		669,236.65	768,704.90
CHASE	HAAC	CHECKING	702		14,903.07 *	FLAGSTAR
CHASE	DDA	MONEY MARKET	494		16,890.48	3,050,227.70
CHASE	WATERMAIN	CHECKING	591		55,578.77 *	HVSB
CHASE	DUCK LAKE IMP. BOARD	MONEY MARKET	764		199,022.29	1,034,874.39
CHASE	HIGHLAND LAKE IMP BRD	MONEY MARKET	765		69,603.20	LEVEL ONE
CHASE	TAGGETT LK IMP BRD	MONEY MARKET	766		82,380.79	371,298.69
CHASE	KELLOGG LK IMP BRD	MONEY MARKET	767		53,511.65	LPL FINANCIAL
CHASE	CHARLICK LK IMP BRD	MONEY MARKET	768		55,527.14	805,695.08
CHASE	WOODRUFF LK IMP BRD	MONEY MARKET	769		48,001.80	MI CLASS
CHASE	WHITE LK IMP BRD	MONEY MARKET	770		257,344.27	4,814,860.99
CHASE	TOMAHAWK LK IMP BRD	MONEY MARKET	771		2,698.15	OAKLAND COUNTY
CHASE	GOURD LK IMP BRD	MONEY MARKET	773		3,540.65	4,469,190.53
CHASE	PENINSULA LAKE	MONEY MARKET	774		8,664.50	CIBC
CHASE	LOWER PETTIBONE LAKE	MONEY MARKET	775		4,076.61	2,217,905.20
CHASE	DUNLEAVY LEONARD	MONEY MARKET	776		6,105.65	HUNTINGTON
COMERICA	CAPITAL IMP.	PBMM	401		441,882.17	215,686.10
COMERICA	CAPITAL IMP.	JFUND	401		111,497.47	TOTAL
COMERICA	GENERAL	JFUND	101		215,325.26	20,416,192.47
FLAGSTAR	PERPETUAL FUND	CD	101		1,108.20	
FLAGSTAR	GENERAL	CD	101		418,130.44	
FLAGSTAR	POLICE	CD	207		309,538.92	
FLAGSTAR	CAPITAL IMP.	SAVINGS	401		359,750.66	
FLAGSTAR	DDA	SAVINGS	494		400,940.46	
FLAGSTAR	FIRE	SAVINGS	206		393,377.25	
FLAGSTAR	FIRE CAPITAL	SAVINGS	402		83,642.56	
FLAGSTAR	GENERAL	SAVINGS	101		49,068.36	
FLAGSTAR	CURRENT TAX	CHECKING	703	11.75	4,889.40	Flagstar Bank Statement 4,901.15
FLAGSTAR	POLICE	SAVINGS	207		1,029,781.45	
HVSB	FIRE	CD	206		268,060.44	
HVSB	GENERAL	CD	101		221,675.29	
HVSB	HAUL ROUTE	CD	203		278,782.85	
HVSB	POLICE	CD	207		266,355.81	
LEVEL ONE	FIRE	CD	206		105,568.47	
LEVEL ONE	POLICE	CD	207		0.00	
LEVEL ONE	FIRE CAPITAL	CD	402		265,730.22	
LPL FINANCIAL	POST EMPLOYEE BENEFITS	INVESTMENT POOL	737		783,635.04	
LPL FINANCIAL	POST EMPLOYEE BENEFITS	INVESTMENT POOL	737		22,060.04	
MI CLASS	CAPITAL IMP.	INVESTMENT POOL	401		1,912,615.37	
MI CLASS	FIRE HALL CONSTRUCTION	INVESTMENT POOL	402		108,631.14	
MI CLASS	POLICE	INVESTMENT POOL	207		358,651.96	
MI CLASS	ROAD	INVESTMENT POOL	203		86,103.97	
MI CLASS	STATE SHARED REV	INVESTMENT POOL	101		2,348,858.55	
OAKLAND CO	FIRE	INVESTMENT POOL	206		849,877.74	
OAKLAND CO	FIRE CAPITAL	INVESTMENT POOL	402		1,775,022.73	
OAKLAND CO	GENERAL	INVESTMENT POOL	101		777,455.00	
OAKLAND CO	POLICE	INVESTMENT POOL	207		909,694.52	
OAKLAND CO	REFUSE	INVESTMENT POOL	227		157,140.54	
CIBC	GENERAL	CD	101		261,711.17	
CIBC	FIRE	CD	206		166,255.06	
CIBC	POLICE	CD	207		741,818.39	
CIBC	CAPITAL IMP.	CD	401		727,858.54	
CIBC	ESCROW	CD	101		320,262.04	
HUNTINGTON	GENERAL	CD	101		215,686.10	
					<u>20,416,192.47</u>	

671,122.17
*In Chase checking account
CHASE
2,667,748.89
COMERICA
768,704.90
FLAGSTAR
3,050,227.70
HVSB
1,034,874.39
LEVEL ONE
371,298.69
LPL FINANCIAL
805,695.08
MI CLASS
4,814,860.99
OAKLAND COUNTY
4,469,190.53
CIBC
2,217,905.20
HUNTINGTON
215,686.10
TOTAL
20,416,192.47

Respectfully submitted,
Jennifer Frederick, Treasurer

BANK/GL REC. SORTED BY		FUND							
June 30, 2022						LEDGER	BANK		FUND
BANK	FUND	ACCOUNT TYPE	FUND	DIFFERENCE	BALANCE	BALANCE		FUND	FUND
								TOTAL	NUMBER
CHASE	GENERAL	CHECKING	101			3,376.80			
CHASE	GENERAL	H.R.A. CHECKING	101			14,157.69			
CHASE	GENERAL	F.S.A. CHECKING	101			6,805.13			
CHASE	GENERAL	CHECKING (SAVINGS)	101			567,733.39			
COMERICA	GENERAL	JFUND	101			215,325.26			
FLAGSTAR	GENERAL	MAX SAVINGS	101			49,068.36			
HVSB	GENERAL	CD	101			221,675.29			
OAKLAND CO	GENERAL	INVESTMENT POOL	101			777,455.00			
CIBC	GENERAL	CD	101			261,711.17			
CIBC	GENERAL - ESCROW	CD	101			320,262.04			
HUNTINGTON	GENERAL	CD	101			215,686.10			
FLAGSTAR	GENERAL	CD	101			418,130.44			
FLAGSTAR	PERPETUAL FUND	CD	101			1,108.20			
MBIA	STATE SHARED REV	INVESTMENT POOL	101	-55.00	5,421,408.42	2,348,858.55		5,421,353.42	101
CHASE	ROAD	SAVINGS	203			3,156.66			
MBIA	ROAD	INVESTMENT POOL	203			86,103.97			
CHASE	HAUL ROUTE	SAVINGS	203			293,572.00			
HVSB	HAUL ROUTE	CD	203	0.00	661,615.48	278,782.85		661,615.48	201
FLAGSTAR	FIRE	MAX SAVINGS	206			393,377.25			
HVSB	FIRE	CD	206			268,060.44			
LEVEL ONE	FIRE	CD	206			105,568.47			
OAKLAND CO	FIRE	INVESTMENT POOL	206			849,877.74			
CIBC	FIRE	CD	206			166,255.06			
CHASE	FIRE	SAVINGS	206	0.00	1,864,981.03	81,842.07		1,864,981.03	206
CHASE	POLICE	SAVINGS	207			150,019.48			
FLAGSTAR	POLICE	MAX SAVINGS	207			1,029,781.45			
FLAGSTAR	POLICE	CD	207			309,538.92			
HVSB	POLICE	CD	207			266,355.81			
LEVEL ONE	POLICE	CD	207			0.00			
MBIA	POLICE	INVESTMENT POOL	207			358,651.96			
OAKLAND CO	POLICE	INVESTMENT POOL	207			909,694.52			
CIBC	POLICE	CD	207	0.00	3,765,860.53	741,818.39		3,765,860.53	207
LPL FINANCIAL	POST EMPLOYEE BENEFITS	CASH ACCOUNT	737			783,635.04			
LPL FINANCIAL	POST EMPLOYEE BENEFITS	BOND	737	0.00	805,695.08	22,060.04		805,695.08	211
CHASE	REFUSE	SAVINGS	227			669,236.65			
OAKLAND CO	REFUSE	INVESTMENT POOL	227	0.00	826,377.19	157,140.54		826,377.19	226
CHASE	HAAC	CHECKING	702	0.00	14,903.07	14,903.07		14,903.07	289
COMERICA	CAPITAL IMP.	PBMM	401			441,882.17			
COMERICA	CAPITAL IMP.	JFUND	401			111,497.47			



Memorandum

To: Highland Township Board of Trustees
From: Karen M. Provo
Date: 07/26/2022
Re: Hazardous Waste Day

On Saturday, June 18, 2022, Highland Township held a Hazardous Waste collection event. The new vendor collecting the Hazardous Waste was ERG Environmental.

The previous vendor charged by car. ERG charges by the pound. Highland Township disposed of 40,575 more pounds of waste in 2022 than we did in 2020. In 2020 we had 60,480 lbs. and 807 cars and in 2022 we had 101,055 lbs. In order to estimate the number of cars for 2022 I took the average pounds per car using the numbers from 2020 - $60,480 \text{ lbs.} \div 807 \text{ cars} = \text{average of } 74.9 \text{ lbs. per car}$. The average pounds per car in 2022 $101,055 \text{ lbs.} \div 74.9 \text{ lbs. per car} = 1,349 \text{ cars}$.

Cars lined up before 8am and by the time the event opened at 8:40am the line reached down W. Livingston to M-59. Once the event started the line moved quickly and by 10am there was no more waiting.

I would like to send a special thanks to Ted Symons, Jennifer Frederick, Tami Flowers and Joe Salvia for working this event with me.

Warm inside. Great outdoors.





Memorandum

To: Highland Township Board of Trustees
From: Jennifer Frederick, Treasurer
Date: 08/08/2022
Re: Funds Created by ARPA

We have received our final ARPA funds payment for a total of \$2,119,849. We are now in the reporting stage and have completed our 1st quarterly report. We will mostly use the ARPA funds to cover our general payroll which in turn will create surplus funds to spend on specific items and projects the Board chooses.

The attached spreadsheet shows proposed projects, costs, timeframes and tracks expenditures of the ARPA funds. This information is for discussion purposes.

Warm inside. Great outdoors.



PROPOSED PROJECTS WITH ARPA FUNDS								Updated
	Status	Estimate	2022	2023	2024	2025	2026	8/1/2022
Broadband Exploration								
a) Master Plan	Approved	\$27,000	\$0		\$27,000			
WOTA (Transportation)								
a) Operating costs	Approved	\$25,000	\$25,000					
Park Improvements								
a) Duck Lake Court Repairs	Proposed	\$200,000	\$150,000	\$50,000				
b) Hickory Ridge Trails	Proposed	\$100,000		\$50,000	\$50,000			
c) Bicycle Paths	Proposed	\$200,000		\$100,000	\$100,000			
Sewer Exploration								
		\$450,000						
a) Downtown Highland, Livingston & Mi	Proposed		\$25,000	\$50,000	\$150,000			
b) East Highland, Duck Lk and M 59	Proposed		\$25,000	\$50,000	\$150,000			
Watermain Expansion								
		\$450,000						
a) M59 to Township Complex, John and	Proposed		\$125,000	\$100,000				
b) Avanti to High School, Milford and W	Proposed		\$125,000	\$100,000				
Township Hall Rebuild and Expansion	Under Const	\$300,000	\$200,000	\$50,000	\$50,000			
Fire Capital								
a) SCBA X 24	Proposed	\$34,600	\$34,600					
b) Cardiac Monitors X 1		\$47,200		\$47,200				
c) CPR Devices X 2		\$44,000		\$22,000	\$22,000			
Fire Operating		\$234,000						
FT Employees X 2 (2022 1 FT for 1/2 yr, 2023 2 FT full yr)			\$0	\$47,000	\$187,000			
a) Fire Covid Reimbursement	Approved	\$22,000	\$10,000	\$5,000	\$5,000	\$2,000		
		\$2,133,800						
\$750,000 Spending Limitfor Single Audit			\$719,600	\$671,200	\$741,000	\$2,000	\$0	\$2,133,800
Total Allocated	\$2,119,849							



Memorandum

To: Highland Township Board of Trustees
From: Jennifer Frederick, Treasurer
Date: August 8, 2022
Re: Seasonal Part Time Employee

At our July meeting the Board gave in-house officials permission to hire a seasonal part-time employee not to exceed 29 hours. We have hired Jill Matthews at \$16.50 per hour and her first day is August 3, 2022.



6. Announcements and Information Inquiry

- a) DDA Sounds Like Summer Concert Series – Tuesday 7pm-9pm at Veterans Park
- b) Highland Farmers' Market – Saturdays 9am – 1pm until October 8

7. Presentation

- a) Swearing in of FF/EMT Aaron Brill – Badge #229, FF/EMT Ryan Cossin – Badge #232 and FF/Paramedic Daniel Ignagni – Badge #233



Charter Township of Highland - Fire Department

**1600 W. Highland Rd.
Highland, MI 48357
(248)887-9050**

TO: Charter Township of Highland Board
FROM: Ken Chapman, Fire Chief
SUBJECT: Completion of Probationary process
DATE: August 8, 2022

It is my pleasure to announce members of our department that have progressed from Probationary Fire Fighter, to the rank of Fire Fighter.

- FF/EMT Aaron Brill – Badge #229
- FF/EMT Ryan Cossin – Badge #232
- FF/Paramedic Daniel Ignagni – Badge #233

On average, it takes roughly 12–18 months to achieve the required certification of Michigan Fire Fighter I & II, Emergency Medical Technician (EMT-B), logging hours of vehicle operation, and HTFD community & operations competency testing.

To put this into perspective, each candidate must complete:

- Approximately 700 hours of training, and testing (FF Certification, EMT Certification, HTFD department/community competency training)
- Maintain a minimum response to 15% of emergency calls (1,750 runs annually)
- **ALL while juggling their careers and family lives**

At the February 7, 2022 Charter Township of Highland Board meeting, I would like to respectfully request time on the agenda to:

- Recognize the staff member
- Have the Township Clerk Swear- In the new Fire Fighter
- Present the staff with their Fire Fighter helmet.

Should you have any questions and/or concerns, please feel free to contact me.

8. Public Comment



MEMORANDUM

To: Board of Trustees

From: Rick Hamill, Supervisor

Date: August 2, 2022

Re: Discussion – Receipt of petition to ban wake boats and watercraft longer than 20 feet with single or multiple V shaped deep draft hulls for Upper Pettibone Lake

We have received a petition signed by 30 people requesting a ban on the use of wake surfing boats and watercraft longer than 20 feet in length that have single or multiple V shaped deep draft hulls.

Attached is a copy of the request, an article supplied by a petitioner and excerpts of the Natural Resources and Environmental Protection Act (Act 451 of 1994) MCL324-.80110.

The process to adopt a special rule for a specific lake is complicated and involves the State's Department of Natural Resources and Department of Environment Great Lakes and Energy.

The Board should discuss if we wish to proceed as reflected in MCL324.80110, which would require us to hold a public hearing to adopt a resolution requesting that the State initiate an investigation and inquiry into the need for a special rule. The State's process can take 90 days or more and includes their own public hearing process.

Warm inside. Great outdoors.



Petition to ban the use of Wake Surfing Boats and watercraft longer than twenty (20) feet in length that have single or multiple v shaped deep draft hulls. This ban would apply to Upper Pettibone Lake in Highland Township

Wake surfing boats and other large watercraft have increased in the past few years on Upper Pettibone lake, The wakes produced by these boats are several times larger than a typical wake created by other boats and take a longer distance to disperse. On small lakes like Upper Pettibone these larger wakes are a threat to the lake shoreline in terms of erosion and damaging homeowners seawalls.

We, the undersigned, are concerned residents who urge our Township Leaders to immediately act on banning the use of wake surfing boats and watercraft longer than twenty (20) feet in length that have single or multiple v shaped deep draft hulls on Upper Pettibone Lake in Highland Township.

Printed Name	Signature	Address	Comment	Date
ARTHUR KREBS		3295 LAKEVIEW BLVD		7/15/22
ALICE HIGGINS		3311 LAKEVIEW BLVD		7/16/22
REG SOUSA		3339 Lakeview Blvd		7-16-22
Mary Coyne		3401 Lakeview Blvd		7-16-22
Christian Desj		3457 Lakeview Blvd		7/16/22
Jane Sullivan		3400 Lakeview Blvd		7/16/22
Jason Segel		3228 Lakeview		7-16-22
MIKE GRANT		3257 Lakeview Blvd.		7/16/22
STEVEN DAVIS		3103 Lakeview Blvd		7/16/22
JOHN BECHT		3185 LAKEVIEW BLVD		7/16/22

Petition to ban the use of Wake Surfing Boats and watercraft longer than twenty (20) feet in length that have single or multiple v shaped deep draft hulls. This ban would apply to Upper Pettibone Lake in Highland Township

Petition summary and background	Wake surfing boats and other large watercraft have increased in the past few years on Upper Pettibone lake, The wakes produced by these boats are several times larger than a typical wake created by other boats and take a longer distance to disperse. On small lakes like Upper Pettibone these larger wakes are a threat to the lake shoreline in terms of erosion and damaging homeowners seawalls.
Action petitioned for	We, the undersigned, are concerned residents who urge our Township Leaders to immediately act on banning the use of wake surfing boats and watercraft longer than twenty (20) feet in length that have single or multiple v shaped deep draft hulls on Upper Pettibone Lake in Highland Township.

Printed Name	Signature	Address	Comment	Date
Patrick Wither		3223 Lakeview Blvd	Common Sense	7-16-22
Kathie Fortin		3121 Lakeview Blvd	—	7-16-22
Alex Karle		407 ELIO		7-16-22
Margaret Durham		321 ELIO		7-16-22
Kathy Davis				
Kathy Davis		3429 Lakeview Blvd		7-18-22
HENRY GARDNER		653 DUNLEAVY		7-17-22
Len Bogus		601 Dunleavy Dr.		7-17-22
Rawn Hubber		455 Dunleavy Dr.		7-17-22
Elizabeth Hask		483 Dunleavy Dr.		7-17-22

Petition to ban the use of Wake Surfing Boats and watercraft longer than twenty (20) feet in length that have single or multiple v shaped deep draft hulls. This ban would apply to Upper Pettibone Lake in Highland Township

Petition summary and background	Wake surfing boats and other large watercraft have increased in the past few years on Upper Pettibone lake. The wakes produced by these boats are several times larger than a typical wake created by other boats and take a longer distance to disperse. On small lakes like Upper Pettibone these larger wakes are a threat to the lake shoreline in terms of erosion and damaging homeowners seawalls.
Action petitioned for	We, the undersigned, are concerned residents who urge our Township Leaders to immediately act on banning the use of wake surfing boats and watercraft longer than twenty (20) feet in length that have single or multiple v shaped deep draft hulls on Upper Pettibone Lake in Highland Township.

Printed Name	Signature	Address	Comment	Date
CAROL MASON		2985 Lakeview Blvd		7/16/22
KEN STONE		2915 Lakeway		7/16/22
GLENN MAKIN		2871 LAKEMAN		7/16/22
Margaret Baranyk		2835 Lakeway		7/16/22
LEO KOWALYK		2807 Lakeway		7/16/22
Cheryl Pogreben		2095 Lakeway		7/16/22
James W. Mann		3147 Lakeview Blvd		7/16/22
Andrew Dell		563 Dunleavy Dr		7/17/22
Robert Pogreben		555 Dunleavy Dr		7/17/22
Kurt STEBENS		3018 Lakeview Blvd		7/17/22

MINNPOST Nonprofit, nonpartisan journalism. Supported by readers.

News Environment

Will new study on wakesurfing cause the sport to wipeout on some Minnesota lakes?

New research from the University of Minnesota suggests wakesurf boats would need to run at least twice as far from shorelines, docks and other lake-goers for their waves to have the same impact as other common recreational boats used for sports like tubing, waterskiing and wakeboarding.

By [Walker Orenstein](#) | Staff Writer



Researchers from the University of Minnesota St. Anthony Falls Laboratory measured the maximum height, total energy, and maximum power of the waves from wakes produced by four recreational boats.

Healthy Waters Initiative, University of Minnesota

Feb. 2, 2022 The powerful boats used for the burgeoning sport of “wakesurfing” create wakes large enough that people can ride them without a tow rope. But the strength and height of those waves have also made the sport controversial, drawing complaints from people who say their crashing force can damage property and lake habitat, pester other boaters or even knock people off docks.

Now, the University of Minnesota has waded into the fierce debate over regulating the sport by measuring just how large waves from those wakes are.

New research from the UMN suggests wakesurf boats would need to run at least twice as far from shorelines, docks and other lake-goers for their waves to have the same impact as other common recreational boats used for sports like tubing, waterskiing and wakeboarding. The study is likely to inform legislative efforts to control the sport and also raises more questions about the impact of wakesurfing on shorelines and aquatic habitat.

“Two years ago I could have looked out and said ‘wow that’s a mighty big wave that just came off that boat’ but I couldn’t tell you how big it is,” said Jeff Marr, the associate director of engineering and facilities at the U’s St. Anthony Falls Laboratory, who helped lead the research. “We can now talk about how big they are.”

What the U found about wakesurfing

Currently, there are no state regulations specific to wakesurfing and the Minnesota Department of Natural Resources (DNR) has only a recommendation that motorboats stay at least 200 feet from shore or other structures to reduce the chance a wake will cause damage. “Boats that create an artificial wake may require more distance to lower the impact,” says the DNR’s website on [“Wake Awareness.”](#)

Two years ago, state lawmakers debated [whether to require wakesurfing boats to stay 200 feet away from shore, docks and other](#)

[watercraft](#). The legislation was supported by the boating industry, which has run promotional campaigns on conscientious wakesurfing.

But the idea drew backlash from some lake associations, environmental groups and others who said 200 feet wasn't enough to protect habitat and people from dangerous or damaging waves. Large wakes can lead to shoreline erosion and impaired water quality, according to the DNR. One House DFLer briefly pushed for a 1,000-foot buffer, a distance that would effectively bar the sport from many lakes in Minnesota. And some lake associations have tried to ban wake boats entirely from their local waters.

A 2020 Minnesota [survey of nearly 3,000 recreational boaters](#) found 58 percent of respondents believe high wakes or wakesurfing are the most common problems they find on the water. Nearly half of respondents had only registered motorized watercraft and lived in Greater Minnesota.

Lawmakers in the end never set a wakesurfing regulation. But with [little independent research on the subject](#), the U decided to launch a six-week crowdfunded study on waves from the controversial boats.

Researchers on Lake Independence in Maple Plain compared four boats under various conditions between September and October of 2020. The report was reviewed by two subject-matter experts with backgrounds in naval architecture and boat wake waves. They were chosen by an outside expert and are not affiliated with the U.

Two of the boats studied are used for more typical water recreation like tubing and two are specifically designed and used for wakesurfing. The wakesurfing boats move relatively slowly and plow water to create their signature large wakes.

The first task was simply to measure waves from the boats.

The [researchers found](#) the two wakesurf boats created maximum wave heights roughly two-to-three times higher than the other boats. The wakesurf waves reached as high as 20 inches when measured 100 feet away from the boat. The wakesurfing boats also created more powerful waves, meaning it took a longer time for them to dissipate.

Marr noted more typical motorboats can use equipment to create large wakes, and some people use wakesurf boats in more conventional ways without producing huge waves.

Still, in perhaps its most important finding, the research found that when operating in their usual formats, wakesurf boats needed a much larger buffer distance — 500 feet or more from shore — for the waves to diminish enough to match waves created by typical boats that are 200 feet from shore.

When operating both types of boats for maximum wave height, the wakesurfing boat needed more than 425 feet of distance for its waves to be similar to a typical boat at 200 feet. “Still twice as much as DNR would recommend,” Marr said.

Justification for new boating requirements?

Marr said the university is not making any recommendations for lawmakers who are debating whether to propose any new regulations or deciding what those regulations should be. The legislative session began on Monday. In 2020, the DFL-led House was more skeptical of the 200-foot buffer, while the GOP-led Senate endorsed the idea.

“We’re really trying – even from the very beginning here – to play our role,” Marr said. “The objective is to produce very robust data that’s been reviewed that can help different stakeholders. What we all know is this is a really contentious issue.”



Using sensors and data collection hardware, the researchers conducted their research in fall 2020 under a range of speeds, weight, and other conditions on Lake Independence in Maple Plain.

Healthy Waters Initiative, University of Minnesota

The boating industry responded to the study skeptically on Tuesday. Brad Fralick, a spokesman for the Water Sports Industry Association, said in a statement that his organization is still reviewing the U study, but said the report “suggests a draconian regulation on wakesurfing.”

“If such a regulation were put in place it would have a chilling impact on wakesurfing and endanger Minnesota tourism in the most rapidly growing water sport activity,” Fralick said.

Jill Sims, manager of Great Lakes policy and engagement for the National Marine Manufacturers Association, said the research shouldn’t be used as justification for a large 500-foot or more setback requirement, especially considering it didn’t measure how wakesurfing waves actually impact shorelines when operated 200 feet away.

Both groups support the 200-foot setback rule, and efforts to educate boaters on water etiquette.

At least one environmental group, however, said it wasn't pushing new distance regulations at the Minnesota Capitol. Jeff Forester, executive director the nonprofit Minnesota Lakes & Rivers Advocates said they're focused on creating a certification for people to operate boats that would include education on best boating practices to limit damage to waterways and avoid conflicts with others.

Forester said Minnesota law already prohibits [destroying aquatic plants](#) or harming shorelines, but he said the rules are difficult to enforce. The state also generally prohibits boating that harasses others or causes property damage.

"So just the regulation doesn't necessarily mean problem solved," he said. A boating certification would mean people can't deny knowing information on protecting lakes and said it creates "pride" in following the rules.

Still, Forester said the U's study gives information on how far boats should be from shore or other boaters that policymakers can incorporate in boater education as "meaningful and appropriate best practices."

Sims said Minnesota is one of a few states that doesn't require boater education and said a mandatory boating safety program could move forward more successfully at the Legislature than other regulations. Her organization, along with Minnesota Lakes and Rivers, the Minnesota Coalition of Lake Associations and others [sent a letter to top legislative leaders and Gov. Tim Walz's administration on Tuesday endorsing the idea.](#)

Rodmen Smith, director of DNR's Enforcement division, said in a written statement Wednesday responding to the UMN study that the agency "is committed to protecting shorelines and aquatic vegetation

while also balancing the interests of the wide range of motorized and non-motorized recreational boaters who enjoy our lakes and rivers.”

“This is a new report, so we will need some time to consider the findings and have conversations both internally and with our many stakeholders before deciding if the DNR will make any related policy recommendations to the Legislature,” Smith said.

What’s next for the U

Marr, like Sims, noted the U didn’t research how the waves might impact shorelines, or how “propeller wash” — water pushed downward in the lake from the motor — might dredge up lake bottoms in a way that can muddy water and lead to algae blooms. He said the U hopes to continue research on boat wave and wake impacts if it can get money in the future.

Marr said the U’s study also involved only four boats on one lake, meaning results could be different when measuring, say, a pontoon on a lake with different characteristics.

“All of it leads to, there really is a need for research here,” he said.

Still, Marr said their research is a good foundation for research on a topic that has drawn intense interest in Minnesota and around North America.

“I’ve been at the university in a professional engineering role for 20 years, and I’ve never seen anything quite like it where we get calls every week and the radius just grows and grows,” Marr said.

“I use lakes in all different kinds of ways really. I’m a walleye fisherman, I waterski, I drag my kids around,” Marr said. “So I don’t want activities to be limited but I think that there are ways with information we can use the lakes properly. There are some lakes certain

activities don't work, but if we're smart about it we can understand what those activities are."



Walker Orenstein

Walker Orenstein reports on the state Legislature for MinnPost, with a particular focus on covering issues affecting Greater Minnesota. He can be reached at worenstein@minnpost.com, and you can follow him on Twitter at [@walkerorenstein](https://twitter.com/walkerorenstein).

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NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (EXCERPT)
Act 451 of 1994

324.80110 Special rules for vessels, water skis, water sleds, aquaplanes, surfboards, or other similar contrivances; investigations and inquiries; preliminary report; notice of public hearing; presentation of views by interested persons; determination by department; proposal for local ordinance; appeal; "water body" defined.

Sec. 80110. (1) Except as provided under section 80112a, the department may initiate an investigation and inquiry into the need for a special rule for the use of vessels, water skis, water sleds, aquaplanes, surfboards, or other similar contrivances on any of the waters of this state to assure compatibility of uses and to protect public safety. If the department receives a resolution under section 80112, the department shall initiate an investigation and inquiry under this subsection.

(2) The department's investigation and inquiry under subsection (1) into whether a special rule is needed on a water body must include consideration of all of the following:

- (a) Whether the activities subject to the proposed rule pose any issues of safety to life or property.
- (b) The profile of the water body, including the name of the political subdivision with jurisdiction, size, geographic location, and amount of vessel traffic.
- (c) The current and historical depth of the water body, including whether there is an established lake level.
- (d) Whether any special problems or conditions exist on the water body for the activities subject to the proposed rule, such as rocks, pier heads, swimming areas, public access sites, shallow waters, and submerged obstacles.
- (e) Whether the proposed rule would unreasonably interfere with normal navigational traffic.
- (f) Whether user conflicts exist on the water body.
- (g) Complaints received by local law enforcement agencies regarding activities on the water body.
- (h) The status of any accidents that have occurred on the water body.
- (i) Historical uses of the water body and potential future uses of the water body.
- (j) Whether the water body is public or private.
- (k) Whether existing law adequately regulates the activities subject to the proposed rule.

(3) Following completion of the department's investigation and inquiry under subsection (1), the department shall prepare a preliminary report that includes the department's evaluation of the items listed in subsection (2) and a preliminary recommendation as to whether a special rule is needed for the water body.

(4) On preparation of the preliminary report under subsection (3), the department shall provide a copy of the preliminary report to the political subdivision and schedule a public hearing in the vicinity of the water body to gather public input on the preliminary report and the need for a special rule. The department shall provide notice of the public hearing in a newspaper of general circulation in the area where the water body is located not less than 10 days before the hearing. At the public hearing, any interested person may comment on the preliminary report and the need for a special rule, either orally or in writing.

(5) Within 90 days after the public hearing under subsection (4), if the department determines that a special rule is needed for the water body, the department shall propose a local ordinance or appropriate changes to a local ordinance. If the department determines that a special rule is not needed, the department shall notify the political subdivision and provide the specific reasons for the determination.

(6) A determination by the department under this section that a special rule is not needed for the water body may be appealed to the director by the political subdivision. The director shall make the final agency decision on whether a special rule is needed for the water body.

(7) As used in this section, "water body" includes all or a portion of a water body.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995;—Am. 2006, Act 237, Imd. Eff. June 26, 2006;—Am. 2020, Act 72, Imd. Eff. Apr. 2, 2020.

Popular name: Act 451

Popular name: Marine Safety Act

Popular name: NREPA

NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (EXCERPT)
Act 451 of 1994

324.80111 Proposed local ordinance; submission to governing body; approval or disapproval; enactment; enforcement.

Sec. 80111. A local ordinance proposed pursuant to section 80110 shall be submitted to the governing body of the political subdivision in which the water body subject to the proposed special rules is located. Within 60 calendar days, the governing body shall inform the department that it approves or disapproves of the proposed local ordinance. If the required information is not received within the time specified, the department shall consider the proposed local ordinance disapproved by the governing body. If the governing body disapproves the proposed local ordinance, or if the 60-day period has elapsed without a reply having been received from the governing body, no further action shall be taken. If the governing body approves the proposed local ordinance, the local ordinance shall be enacted identical in all respects to the local ordinance proposed by the department. After the local ordinance is enacted, the local ordinance shall be enforced as provided for in section 80113.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995;—Am. 2006, Act 237, Imd. Eff. June 26, 2006.

Popular name: Act 451

Popular name: Marine Safety Act

Popular name: NREPA

NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (EXCERPT)
Act 451 of 1994

324.80112 Special local ordinances; request for assistance; form; receipt of resolution by department.

Sec. 80112. Local political subdivisions that believe that special local ordinances of the type authorized by this part are needed on waters subject to their jurisdiction shall inform the department and request assistance. All such requests shall be in the form of an official resolution approved by a majority of the governing body of the concerned political subdivision following a public hearing on the resolution. Upon receipt of a resolution under this section, the department shall proceed as required by sections 80110 and 80111.

History: Add. 1995, Act 58, Imd. Eff. May 24, 1995;—Am. 2006, Act 237, Imd. Eff. June 26, 2006.

Popular name: Act 451

Popular name: Marine Safety Act

Popular name: NREPA

Dawn Mecklenborg

From: Rick A. Hamill
Sent: Tuesday, August 2, 2022 3:50 PM
To: Dawn Mecklenborg; Tami Flowers
Subject: Cross Walk and signage for Harvey Lake Estates Beach entrance on Wardlow Rd.
Attachments: Harvey Lake Estates petition.pdf

Board Members,

Attached is a letter from the president of Harvey Lk. Estates Association requesting help from the township as well as several pages of signatures from the residents in the area. The request is for a Cross Walk and signage for Harvey Lake Estates Beach entrance on Wardlow Rd. I have met with members of the association at the location and witnessed the need for some help.

We need a resolution that supports the associations concerns. We will then take this to RCOC for their response and hopefully a cross walk painted on the road along with appropriate signage will become a reality.

Suggested motion:to authorize the supervisor to make the necessary introductions at the RCOC and express the Township's support of the request for remedial measures to address this traffic concern.

Rick Hamill
Supervisor
Charter Township of Highland

Harvey Lake Estates Subdivision Association
P.O. Box 375, Highland, MI 48357-0375

July 7, 2022

Highland Township Board of Trustees:

Supervisor Rick Hamill - rick.hamill@highlandtwp.org
Clerk Tami Flowers - tami.flowers@highlandtwp.org
Treasurer Jenny Frederick - frederickj@highlandtwp.org
Trustee Judy Cooper - judy.cooper@highlandtwp.org
Trustee Brian Howe - brian.howe@highlandtwp.org
Trustee Beth Lewis - beth.lewis@highlandtwp.org
Trustee Joe Salvia - joe.salvia@highlandtwp.org

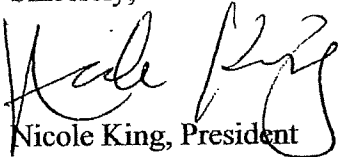
Dear Board Members:

We, the undersigned, would like to express our concerns regarding the traffic flow on East Wardlow Road between Harvey Lake Road and Milford Road at the Harvey Lake Estates private beach entrance. There is a hill on the north side of the road heading west that impedes a driver's ability to see pedestrian traffic at Shewchenko Drive crossing the road to access our beach. Posted speed limits are rarely observed. Homeowners must walk the shoulder along Wardlow Road carrying beach equipment and sometimes small children. This is also a designated Huron Valley Schools bus stop. A reduction in speed along this section of road would also be requested. One family with small children residing at 737 E. Wardlow Road at the bottom of the hill is especially vulnerable to pulling out of their driveway against speeding traffic.

Thank you Board President, Rick Hamill, for agreeing to meet with our committee (Brian Bozynski, Bill Gischia and Nicole King) on Friday, June 17th to view the site and listen to our concerns. You also mentioned the possibility of discretionary funds which may be available from the township

We need to avoid a calamity before it occurs. The undersigned homeowners believe that a pedestrian crosswalk is sorely needed as well as posted signage in either direction. Your prompt attention to our concerns would be greatly appreciated. Please contact me at (248) 935-0553 with questions.

Sincerely,



Nicole King, President
Harvey Lake Estates Sub. Assoc.

(248) 935-0553

Harvey Lake Estates Subdivision Association homeowners

<u>Name</u>	<u>Address</u>	<u>DATE</u>
Erin & Bob [unclear]	437 East [unclear] [unclear]	7-11-2022
[unclear]	1926 Shewchenko	7-12-2022
John [unclear]	1974 SHEWCHENKO DR.	7-11-2022
Just [unclear]	1990 SHEWCHENKO DR	7-11-2022
Rayce [unclear]	2006 Shewchenko Dr	7-11-2022
John [unclear]	2007 Shewchenko Dr	7-11-2022
Lee [unclear]	1991 Shewchenko	7-11-2022
Scott Stewart	1982 Shewchenko	7-11-2022
Paul A. [unclear]	1911 Shewchenko dr.	7/11/2022
William A. Gischia	1927 Shewchenko dr.	7/11/2022
Michelle M. Gischia	1927 Shewchenko dr.	7/11/2022
[unclear]	1975 Shewchenko Dr.	7-13-2022
Eric Denton	1975 Shewchenko Dr	7-13-2022
Edward [unclear]	1975 Shewchenko Dr	7-13-2022
Karen [unclear]	1975 Shewchenko Dr	7-13-2022
Jay [unclear]	1736 Pruitt Dr.	7/14/22
James L. [unclear]	1725 Pruitt Dr	7/14/22
Kare [unclear]	1725 Pruitt Dr	7/14/22
Steve [unclear]	1754 Nottingham	7/15/2022

Harvey Lake Estates Subdivision Association homeowners

<u>Name</u>	<u>Address</u>	<u>DATE</u>
Donna Hubbard	1556 Pruit Dr.	7-7-22
Mark Hubbard	1556 Pruit Dr.	7-7-22
Nicole King	1750 Pruit Dr.	7-7-22
Jimmie Gibson	1520 Pruit Dr.	7-7-22
Ham Williams	1520 Pruit Dr.	7-7-22
Anna Moore	1532 Pruit	7-7-22
Ann Moore	1532 Pruit	7-7-22
JAMES SHIPLEY	1532 Pruit	7-7-22
Brendan Chesney	1600 Pruit	7-7-22
James Lane	1600 Pruit	7-7-22
Judy Gancel	1634 Pruit	7/7/22
Patricia M. McDonald	1650 Pruit	7/7/22
Douglas McDonald	1650 Pruit	7/7/22
Ronald Zabel	1666 Pruit	7/7/22
Jessica Gault	1666 Pruit	7-7-22
Medhary	1750 Pruit Dr.	7/7/22
David Damm	540 E. WARDLOW	7/7/22
Shirley Damm	540 E WARDLOW	7/7/22
Donald Damm	611 E WARDLOW	7/7/22
Sandra M. Gasparotto	614 E. Wardlow Rd	48356
David McKay	636 E Wardlow Rd	48356
Barbara Twomey	1771 Pruit Dr.	48356
Timmy	1751 Pruit Dr.	48356 7/7/22

Harvey Lake Estates Subdivision Association homeowners

<u>Name</u>	<u>Address</u>	<u>DATE</u>
John Buglione	1768 Pruitt Dr, Highland, MI	7/8/22
Lorri Buglione	1768 Pruitt Dr. Highland, MI	7/8/22
Jim Popoly	1775 NOTTINGHAM DR - HIGHLAND, MI	7/8/22
Matt - David	1731 NOTTINGHAM DR - HIGHLAND MI	7/8/22
Barb Bowyer	1663 Nottingham Dr. Highland	48356
Debra Blank	1702 177 NOTTINGHAM	48356
Brian Michalek	1726 Nottingham	48356
Gabrielle Durszo	1753 Nottingham	48356
Sara Gair	1709 Nottingham	48356
Nick Gapp	1678 Nottingham	7/10/22
Nancy Gapp	1678 Nottingham	7-13-22
Doug Gapp	1678 NOTTINGHAM	7/13/22
Cloria Kolasinski	1641 Nottingham	7-13-22
Tonya Terry	320 Maple grove	7-14-22
Kathleen Pilchowski	434 Maplegrove	7-14-22



**RESOLUTION #22-12: TO ESTABLISH MILLAGE RATES
FOR 2023 BUDGET**

At a regular meeting of the Charter Township of Highland Board of Trustees held on the 8th day of August 2022;

Present: Rick A. Hamill, Tami Flowers, Jennifer Frederick, Judy Cooper, Brian Howe, Beth Lewis, Joseph M. Salvia

Absent: None

The following resolution was offered by _____ and supported by _____:

WHEREAS the proposed millage rates for 2022 tax bill are as follows:

0.6000 for the General Operating millage
1.3370 for the Fire Operating millage
0.9662 for the Fire Capital millage
3.3162 for the Police Operating millage
1.5636 for the Library Operating millage

WHEREAS a public hearing on the 2023 Budget will be held on a date to be determined.

NOW THEREFORE BE IT RESOLVED THAT the millage rates for the 2023 Budget be approved as presented.

Yeas: Hamill, Flowers, Frederick, Cooper, Howe, Lewis, and Salvia
Nays: None
Abstain: None

RESOLUTION DECLARED ADOPTED

Rick A. Hamill, Supervisor

Tami Flowers MiPMC, Clerk

I hereby certify that the above is a true and a complete copy of the resolution, the original of which is on file in my office, by the Charter Township of Highland Board of Trustees of the County of Oakland, State of Michigan on the 8th of August, 2022.

Tami Flowers MiPMC, Clerk

2022 Tax Rate Request (This form must be completed and submitted on or before September 30, 2022)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes OAKLAND	2022 Taxable Value of ALL Properties in the Unit as of 4-7-22. 945,257,540
Local Government Unit Requesting Millage Levy TOWNSHIP OF HIGHLAND	For LOCAL School Districts: 2022 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties if a millage is levied against them.

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2022 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election, Charter, etc.	(5)** 2021 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2022 Current Year "Headlee" Millage Reduction Fraction	(7) 2022 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy*	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Allocated	Operating		1.4100	0.9442	0.9916	0.9362	1.0000	0.9362		0.6000	
Voted	Police	08/07/18	3.4319	3.3443	0.9916	3.3162	1.0000	3.3162		3.3162	12/31/2023
Voted	Fire	08/02/16	1.4295	1.3484	0.9916	1.3370	1.0000	1.3370		1.3370	12/31/2022
Voted	Fire	08/07/18	1.0000	0.9744	0.9916	0.9662	1.0000	0.9662		0.9662	12/31/2037
Voted	Library	1927	0.2500	0.1670	0.9916	0.1655	1.0000	0.1655		0.1655	
Voted	Library	8/1/1994	0.5860	0.5021	0.9916	0.4978	1.0000	0.4978		0.4978	
Voted	Library	8/1/1994	0.2500	0.2136	0.9916	0.2118	1.0000	0.2118		0.2118	
Voted	Library	8/7/2018	0.7127	0.6944	0.9916	0.6885	1.0000	0.6885		0.6885	12/31/2028
Prepared by Jennifer L. Frederick			Telephone Number 248-887-3791 x 135			Title of Preparer Treasurer			Date 7/20/2022		

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2021 for instructions on completing this section.

Clerk

Signature	Print Name Tami Flowers, Clerk	Date 8/9/2022
Signature	Print Name Rick Hamill, Supervisor	Date 8/9/2022

Supervisor

Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	
For Commercial Personal	
For all Other	

*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

SITE NAME:
SITE NUMBER:
ATTY/DATE

MI-1060
Clyde & Hickory
12-05-08

LAND LEASE AGREEMENT

THIS AGREEMENT, made this 25th day of Feb, 2008, between THE TOWNSHIP OF HIGHLAND, a Michigan municipal corporation, with its principal offices located at 205 N. John Street, Highland, Michigan 48357, hereinafter designated "**LESSOR**", and NEW PAR, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the *Parties* or individually as the *Party*.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** (a) LESSOR owns that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "**Property**"), located at 510 Clyde Road, in the Township of Highland, Oakland County, Michigan, which is described in Part I of **Exhibit "A"**, attached hereto and made a part hereof. LESSOR hereby leases to LESSEE a portion of the Property and being described as a 50' by 25' parcel containing approximately 1,250 square feet (the "**Land Space**"), together with the non-exclusive rights, right-of-ways and easements (collectively, the "**Rights of Way**") for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twenty-five (25) foot wide right-of-way and easement extending from the nearest public right-of-way, Buckhorn Lake Road, to the Land Space, and for the installation, operation, maintenance and repair of utility wires, poles, cables, conduits and pipes over, under or along one or more rights-of-way and easements from the Land Space (said Land Space and Rights of Way are hereinafter collectively referred to as the "**Premises**"), the Land Space and the initial 25' wide Right of Way being substantially as described in Part II of **Exhibit "A"**. The Property is also shown on the Tax Map of the County of Oakland as Parcel ID No. 11-04-400-008, and is further described in Liber 6187, Page 206, as recorded in the Office of the Register of Deeds of Oakland County.

(b) In the event any public utility is unable to use the Rights of Way, LESSOR hereby agrees to grant an additional right-of-way and easement either to LESSEE or to the public utility at no cost to LESSEE in such location on the Property as approved by LESSOR, which, for all purposes hereunder, shall be deemed a part of the "Rights of Way" defined and granted hereunder.

(c) If LESSOR expands the existing fire station on the Property which requires the relocation of the access road, LESSEE shall, at its cost, relocate and improve the access road to the location described as "alternate access easement" in Part II of **Exhibit "A"** and such relocated access road shall be an additional "Right of Way" hereunder, as well as the original Right of Way remaining for utilities; subject to LESSOR first obtaining, at its cost, all necessary curb cut approvals onto Buckhorn Lake Road. Without further hearings, LESSOR hereby approves all improvements for the relocated access road, and grants all necessary variances, approvals and permits therefor, including building permits.

2. **SURVEY.** LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become **Exhibit "B"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A"**. Cost for such work shall be borne by LESSEE.

3. **TERM; RENTAL.** (a) (i) This Agreement shall be effective as of the date of execution and delivery by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of SIXTEEN THOUSAND EIGHT HUNDRED and 00/100 Dollars (\$16,800.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below.

(ii) This Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises or the first day of August, 2009, whichever occurs first. In the event that the date of commencing installation of equipment is determinative and such date falls between the first (1st) and the fifteenth (15th) day of the month, this Agreement shall commence on the first (1st) day of that month, and if such date falls between the sixteenth (16th) and the thirty-first (31st) day of the month, then this Agreement shall commence on the first (1st) day of the following month (either of the foregoing or August 1, 2009, if applicable, being the "**Commencement Date**"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date LESSEE commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to LESSOR the rental payments for January 1 and February 1 by February 13. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b) (i) LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Rental Documentation**") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (A) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (B) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (C) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this

Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

(ii) Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. **EXTENSIONS.** This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the "*Term*".

5. **EXTENSION RENTALS.** The annual rental for the first (1st) five (5) year extension term shall be increased to NINETEEN THOUSAND THREE HUNDRED TWENTY and 00/100 Dollars (\$19,320.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to TWENTY-TWO THOUSAND TWO HUNDRED EIGHTEEN and 00/100 Dollars (\$22,218.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to TWENTY-FIVE THOUSAND FIVE HUNDRED FIFTY and 70/100 Dollars (\$25,550.70); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to TWENTY-NINE THOUSAND THREE HUNDRED EIGHTY-THREE and 31/100 Dollars (\$29,383.31).

6. **ADDITIONAL EXTENSIONS.** Intentionally omitted.

7. **TAXES.** (a) LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance and operation of LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property (except to the extent that LESSOR, as a governmental entity, is or may become exempt from the payment of any such taxes). Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment

or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, unless LESSOR, as a governmental entity, is or may become exempt from the payment of such taxes, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

(b) LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE, at LESSEE's expense, in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including, but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purposes of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the Rights of Way). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE, subject to all applicable ordinances. LESSEE shall have the right during the Term to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether or not the utilities, equipment, antennas, conduits or frequencies are specified on any exhibit attached hereto. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "*Governmental Approvals*") that may be required by any Federal, State or Local or other authorities as well as satisfactory soil boring and other tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall not interfere with LESSEE in its effort to obtain the Governmental Approvals (unless LESSOR is the governmental agency from which the Governmental Approvals are to be obtained) or other approvals and such tests. LESSOR shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that: (a) any of such applications for such Governmental Approvals or other approvals should be finally rejected, (b) any Governmental Approval or other approval issued to LESSEE is canceled, expires or lapses or is otherwise withdrawn or terminated by governmental or other authority, (c) LESSEE determines that such Governmental Approvals or other approvals may not be obtained in a timely manner, (d) LESSEE determines that any soil boring or other tests are unsatisfactory, (e) LESSEE determines that the Premises is no longer technically compatible for its use, or (f) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE

shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. (a) So long as LESSOR is a governmental entity, the provisions of this Paragraph 9(a) shall apply:

(i) Subject to Paragraph 10 below, LESSOR agrees to indemnify, defend and hold LESSEE harmless from and against any and all injury, loss, damage or liability (or any claims in respect thereto), costs or expenses (including reasonable attorneys' fees and court costs, but excluding real property or personal property taxes) arising from the actions or failure to act of LESSOR or its employees, agents or contractors, except to the extent attributable to the negligent or intentional acts or failure to act of LESSEE, its employees, agents or contractors. Nothing in this Paragraph 9(a)(i) shall be constructed to limit the governmental immunity provided to LESSOR by Law.

(ii) Subject to Paragraph 10 below, LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all injury, loss, damage or liability, or any claims in respect thereto, costs or expenses (including reasonable attorneys' fees and court costs, but excluding real property or personal property taxes) arising from the installation, use, maintenance, repair or lack thereof, or removal of LESSEE's facilities on the Premises by LESSEE, or its employees, agents or contractors, except to the extent attributable to the negligent or intentional acts or failure to act of LESSOR, its employees, agents or contractors.

(b) If Paragraph 9(a) is not applicable, then the provisions of this Paragraph 9(b) shall apply: Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) So long as LESSOR is a governmental entity, the provisions of this Paragraph 10(b) shall apply:

(i) During the Term of this Agreement, LESSOR, at its own cost and expense, will procure and maintain coverage for claims for injury, loss, damage, liability, cost or expense arising from the negligent actions or failure to act of LESSOR, its employees, agents or contractors, with limits of not less than \$1,000,000 per occurrence. This coverage may be provided through a self-insurance program authorized by law, and the Parties acknowledge that LESSOR currently has coverage through the Michigan Municipal Risk Management Authority.

(ii) During the Term of this Agreement, LESSEE, at LESSEE's sole cost and expense, will procure and maintain commercial general liability insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Such insurance shall cover contractual liabilities and, under separate policy, motor vehicle liability claims as required under the Michigan no-fault Laws. LESSEE shall name LESSOR as an additional insured under such policy. Coverage shall be primary to the additional insureds as relates to LESSEE's negligence, and not contributing with any other insurance or similar protection available to the additional insureds, whether other available coverage is primary, contributing or excess. Prior to the Commencement Date, certificates of insurance for each insurance policy required to be obtained by LESSEE in compliance with this Paragraph shall be filed and maintained with LESSOR. If the above coverage expires during the Term of this Agreement, LESSEE shall obtain a renewal or replacement policy within ten (10) days after the expiration date. LESSEE shall promptly advise LESSOR of any claim or litigation that may result in liability to LESSOR covered by such policies. LESSEE shall require that its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, the insurance coverage of the type which LESSEE is required to obtain under this Agreement but with limits of insurance appropriate in LESSEE's reasonable discretion for the work performed and the risks covered.

(c) If Paragraph 10(b) is not applicable, then the provisions of this Paragraph 10(c) shall apply: LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date, provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including, but not limited to, at LESSEE'S option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then-existing equipment of LESSEE. The Parties acknowledge that there may not be an adequate remedy at law for non-compliance with the provisions of this Paragraph and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within sixty (60) days after any earlier termination of this Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and personal property is completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred twenty-five percent (125%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term to: (a) sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which

the Property is a part, except a sale to a governmental entity related to the Township of Highland, or (b) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide to (a) sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (b) grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and, in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property or affecting LESSOR's title to the same, and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or con-

ditions of this Agreement or to exercise any of its rights under this Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Michigan.

22. ASSIGNMENT. (a) This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of LESSOR to LESSEE's principal or affiliates, the subsidiaries or affiliates of LESSEE's principal or affiliates, any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership or company interest or control of LESSEE or transfer upon company, partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

(b) Anything herein to the contrary, upon written notice received by LESSEE prior to another user requesting space for antennas on LESSEE's tower, LESSOR may, free of charge: (i) use a portion of the Land Space in a location reasonably approved by LESSEE solely for the purposes of inside storage of non-hazardous, non-flammable materials, and (ii) install its emergency 911 broadcast antennas on LESSEE's tower and use a portion of the Land Space for cabling and equipment supporting the antennas, each in a location reasonably approved by LESSEE. The total Land Space occupied by LESSOR under subsections (i) and (ii) will not exceed two hundred (200) square feet. Installation of antennas on LESSEE's tower shall be conditioned upon LESSEE's reasonable approval of a structural report provided by LESSOR. If LESSOR so elects, it will, at its expense, keep its land space and its tower space in good and orderly condition in compliance with all applicable Laws.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Township of Highland
205 N. John Street
Highland, Michigan 48357
Attention: Township Supervisor

LESSEE: New Par
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. **SUCCESSORS.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

25. **SUBORDINATION AND NON-DISTURBANCE.** (a) LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement (as defined below) from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property.

(b) At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "*Mortgage*") by LESSOR which from time to time may encumber all or part of the Property or Rights of Way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "*Non-Disturbance Agreement*"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the agreement of the encumbering party ("*Lender*") that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "*Purchaser*") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (i) honor all of the terms of this Agreement, (ii) fulfill LESSOR's obligations under this Agreement, and (iii) promptly cure all of the then-existing LESSOR defaults under this Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers.

(c) In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (i) confirms that this Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Property, and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR.

(d) In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to

any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. **RECORDING.** LESSOR agrees to execute a Memorandum of this Agreement which LESSEE shall record with the Oakland County Register of Deeds. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. **DEFAULT.**

(a) In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

(b) In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. **REMEDIES.** (a) Upon a default, the non-defaulting Party may, at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including, but not limited to, the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may termi-

nate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the State in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE.

(b) If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

(c) If LESSOR so performs any of LESSEE's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSOR shall immediately be owing by LESSEE to LESSOR, and LESSEE shall pay to LESSOR upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSEE does not pay LESSOR the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSEE, the full undisputed amount, including all accrued interest, shall constitute additional rent due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSOR.

29. ENVIRONMENTAL.

(a) LESSOR represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of LESSOR's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. LESSOR and LESSEE agree that each will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or other matters as may now or at any time hereafter be in effect, that are now or were in any way related to such Party's activity now conducted in, on or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of the other Party in the Property.

(b) LESSOR and LESSEE agree to hold harmless and indemnify the other Party from, and assume all duties, responsibilities and liabilities, at the sole cost and expense of the indemnifying Party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (collectively called "*Environmental Claims*"), which is in any way related to the indemnifying Party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing stan-

dards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent that such non-compliance results from conditions caused by the other Party. LESSOR and LESSEE further agree to hold harmless and indemnify the other Party from and assume all Environmental Claims arising out of or in any way related to the condition of the Property to the extent due to the activities conducted thereon by the indemnifying Party, except to the extent that such Environmental Claims are caused by the indemnified Party.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may, on its own behalf, make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, to the extent of the amount of the condemnation award applicable to the Land Space or the Rights of Way, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority to its original condition to the extent reasonably possible.

32. SUBMISSION OF AGREEMENT / PARTIAL INVALIDITY / AUTHORITY. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use), including, without limitation, maintaining workers' compensation insurance if required by applicable Law; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement. They shall not affect or be utilized in the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

THE TOWNSHIP OF HIGHLAND,

a Michigan municipal corporation

By: 

Patricia M. Pilchowski, Township Supervisor

By: 

Mary L. McDonell, Township Clerk

Dated: Dec. 11, 2008

Site No. MI-1060
(Clyde & Hickory)

LESSEE:
NEW PAR, d/b/a Verizon Wireless

By: Verizon Wireless (VAW), LLC, its General Partner

By: Beth Ann Drohan
Beth Ann Drohan,
Area Vice President Network

Dated: 2/20/09, 2009

EXHIBIT "A"

(Legal Descriptions of Property and Land Space)

Part I: Legal Description of "Property"

Land situated in the Township of Highland, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan, described as: Beginning at the southeast corner of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan; thence S 89° 44' 30" W 327.00 feet along the centerline of Clyde Road (66 feet wide) and the south line of said Section 4; thence N 01° 18' 03" E 333.00 feet; thence N 89° 44' 30" E 327.00 feet; thence S 01° 18' 03" W 333.00 feet along the centerline of Buckhorn Road (66 feet wide) and the east line of said Section 4 to the point of beginning.

Part II: Legal Descriptions of "Land Space" and "Right of Ways"

Land Space:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide); thence N 88° 41' 57" W 82.85 feet; thence N 00° 15' 30" W 53.68 feet; thence S 89° 44' 30" W 163.32 feet; thence S 00° 15' 30" E 25.00 feet to the POINT OF BEGINNING:

thence N 89° 44' 30" E 10.00 feet;

thence S 00° 15' 30" E 25.00 feet;

thence S 89° 44' 30" W 50.00 feet;

thence N 00° 15' 30" W 25.00 feet;

thence N 89° 44' 30" E 40.00 feet to the POINT OF BEGINNING, being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; containing 1,250 square feet

Ingress, Egress and Utility Easement:

A 20 foot wide easement for ingress, ingress and public utilities, the centerline of said easement being described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 88° 41' 57" W 82.85 feet;

thence N 00° 15' 30" W 53.68 feet;

thence S 89° 44' 30" W 163.32 feet;

thence S 00° 15' 30" E 25.00 feet to the POINT OF ENDING; being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; except any part taken, deeded or used for public road purposes

Alternate Access Easement:

A 20 foot wide easement for ingress, ingress and public utilities, the centerline of said easement being described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 320.72 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide) to the POINT OF BEGINNING; thence S 89° 44' 30" W 247.66 feet; thence S 00° 15' 30" E 25.00 feet to the POINT OF ENDING; being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; except any part taken, deeded or used for public road purposes

EXHIBIT "B"

(Survey and Site Plan of Premises within Property)



February 14, 2022

American Tower Site# 414034 / Clyde & Hickory MI-1060 MI

Jennifer,

To ensure that operations at this Site can continue beyond expiration of the current ground lease, American Tower is pleased to extend the following proposals.

Proposal #1 – Perpetual Easement:

- Upon full-execution of documentation memorializing terms, **one (1)** lump sum payment of **\$417,500.00**;
- A non-exclusive access and utility easement to the facility;
- Grant of a **Perpetual Easement** over the existing leased area.

Proposal #2 – Lease Extension:

- **(8)** additional lease periods of **five (5)** years each, effective at the expiration of the lease agreement;
- Rent to increase to **\$2,250.00 per month** (*currently \$1,851.50 per month*); **\$27,000.00 per year**, effective at execution;
- Base rent escalation of **15%** every 5-years to remain;
- Signing bonus of **\$20,000.00**; payable upon execution of amendment.

Proposal #3 – Lease Extension:

- **(8)** additional lease periods of **five (5)** years each, effective at the expiration of the lease agreement;
- Rent to continue at rate of **\$1,851.50 per month**; **\$22,218.00 per year**,
- Base rent escalation of **15%** every 5-years to remain;
- Signing bonus of **\$50,000.00**; payable upon execution of amendment.

Please feel free to reach out with any questions. I look forward to speaking with you again soon.

Best regards,

A handwritten signature in black ink, appearing to read 'GM'.

Grant Merrill

Land Acquisitions

American Tower Corporation

P: 781.926.4779

Grant.Merrill@AmericanTower.com

*Please note, unless otherwise agreed by the parties, all proposals listed herein will expire within 15 days of the date of this letter (February 14, 2022). All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, All proposals are contingent upon American Tower's confirmation, review and approval, to its sole satisfaction of; 1) a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower's Executive Team.

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

May 17, 2022

Jennifer Frederick, Treasurer
Charter Township of Highland
205 North John Street
Highland, MI 48357

**RE: Proposed Amendment/Extension of Lease Agreement for Cell Tower lo
at 510 Clyde Road**

Dear Ms. Frederick:

In 2009 the Township entered into an Agreement with Verizon that with all renewal terms, runs through March 2034. Recently, Verizon submitted a proposed First Amendment to the Lease to extend the Lease by 40 years to 2074 and pay the Township a signing bonus of \$20,00 for doing so. The Board will need to determine if the signing bonus is sufficient compensation for the significant changes proposed to the Lease and if they wish to extend the Lease for 40 years while there are still 12 years remaining in the Lease. Evaluating the Lease Amendment from a financial perspective is not our area of expertise, therefore our analysis is primarily focused on the legal aspects of the Lease.

The following is an explanation of the proposed changes to the Lease Agreement with Verizon Wireless for you to determine if you would like to request changes to the proposed amendment from Verizon prior to presenting the proposal to the Township Board. One of the changes in the Amendment is a modification to the Lease payments. The last five years of payments under the Lease are set at \$29,383.31 per year. The Amendment proposes that for the first five years of Amendment, the payments will start at \$27,000.00. Under the Amendment, rent will increase by 15% per renewal term, meaning rent for the first renewal term would increase to \$31,050.00. The Lease rent increases by 13% per renewal term. You may wish to propose that the Amendment begin with a rent payment that is an increase, as opposed to a decrease, from the prior payment.

Section 4 of the Amendment is titled Landlord and Tenant Acknowledgments and contains several changes to the Lease. The first change would remove the requirement for Verizon to provide notice to the Township when it sublets space on the Tower. The Amendment also proposes that Verizon does not need consent or approval from, or to provide notice to, the Township for any future activities at or uses of the Leased premises, including, subleasing and licensing to additional customers, installing, modifying, or replacing improvements within the Leased premises, and/or assigning all or a portion of Verizon's interest in the Lease. The Township may wish to retain the

right to receive notice of subleases and the right to review modifications and improvements to the Leased premises. The Amendment grants Verizon the right to assign its interest in the Lease to any party without requiring Township consent. The Lease only allows Verizon to assign it to its affiliates or subsidiaries or an entity that acquires all of its assets. The Lease does not allow assignment to other parties without Township written consent. This may be a requirement you do not wish to change.

Section 4 of the Amendment also provides Verizon, its sublessees and customers with vehicular (specifically truck) access on a 24 hours a day 7 days a week basis. The access would include utility services from a public right-of-way. Although the Lease is silent on access rights, the Township has undoubtedly provided Verizon access to the site. It is recommended that the Amendment clarify the access that has been taking place and only expand such access if the Board desires to do so.

Another right proposed in the Amendment relates to building and zoning permits. This Amendment requires the Township to agree to promptly execute building permits, zoning applications and other forms for the use of Verizon "customers, licensees and sublessees". If the Township did not promptly provide these documents, it would be in breach of the Lease. The Amendment has the Township appointing Verizon as its "attorney-in-fact" to execute and deliver all land use and zoning and building permits. Since the Township is the legal authority for issuing zoning and building permits, delegating Verizon to be its attorney-in-fact for these matters would be inappropriate and contrary to law.

Section 5 of the Amendment is a new provision that would prevent the Township from granting a lease, easement, deed, license or other legal instrument for the right to use any portion of the land the tower is located on as well as any surrounding property to any entity that is a competitor of Verizon in the wireless telecommunications business. This is a broad restriction on Township authority to manage its property interests.

Section 6 of the Agreement contains a "limited" right of first refusal to allow Verizon to match an offer received by the Township for the property. The Lease already gives Verizon a right of first refusal. The amendment proposes to limit the requirement for the Township to allow Verizon to make an offer on the property for sales by the Township to competitors of Verizon. This change is less restricting on the Township than what the Lease provides. If the Township does not wish to continue the right of first refusal, even if it is limited, it may wish to see if Verizon is willing to remove this provision from the Lease or to provide additional compensation given the long time period for the restriction to be in place. The Lease gives Verizon 30 days to provide the Township with its intent to exercise the right to purchase the property. The Amendment adds an additional 15 days to the time Verizon has to consider the offer.

Section 7 Landlord Statements includes a requirement for the Township to prevent any third person to "interfere with or disrupt" Verizon's use of the premises. Section 13 of the Lease covers a process to follow if there is interference, which is measured in accordance with industry standards. It is unclear if "interfere" is meant to replace or to supplement the interference language in the Lease. I do not recommend that the current interference section be removed. Section 7 also requires the Township to indemnify Verizon. This is contrary to the authority of

Michigan municipalities and is not a requirement in the Lease. I recommend that the indemnification language removal from the Amendment be one of the most important requested changes, if the Township chooses to negotiate with Verizon on the proposal.

I also recommend that Section 8 be removed. This requires the Lease and Amendment to be confidential, which is not permitted under the Michigan Freedom of Information Act.

There is a new Section 12 on Governing Law, possibly to coincide with wording contained in other Verizon Leases. The Lease already indicates that Michigan law governs the Lease and does not need to be changed to wording that is less clear. Section 13 has the Township consenting to Verizon granting mortgages and liens on Verizon's interest in the Lease and allows the parties holding the mortgage to foreclose on their interest in the Lease. This Section also requires the Township to provide Verizon with an estoppel certificate, which is a document that provides confirmation of the terms of the Lease. The Township would be in default if it did not comply with a request for an estoppel certification. Neither of these provisions are particularly beneficial to the Township.

In addition to the concerns raised above, I have some general concerns with the way the amendment is drafted. The majority of the Amendment sections do not indicate which section of the Lease the new language replaces or modifies or if a provision is new language that is not covered in the Lease. Only a few sections indicate that they are meant to replace an entire section of the Lease. Therefore, interpreting the Amendment in the future may be problematic because it is not clear if new language is meant to be read in conjunction with similar sections in the Lease. Additionally, the Lease refers to the parties as Lessor and Lessee, while the Lease uses the terms of "Landlord" and "Tenant." The Amendment should remain consistent with the Lease, unless it is clear that the defined terms are meant to change in the Lease.

Without several changes to the Amendment as discussed above, and an understanding of the Township's position on some of the changes, we are not able to recommend approval of the Verizon proposal. I would be glad to provide a redlined version of the proposed Amendment to have you attempt to get some of the more problematic provisions such as indemnification and confidentiality, removed. Given the numerous issues involved, please let me know if you prefer to have me provide a letter to the Board explaining all of the concerns outlined above before providing Verizon with a request for changes to their proposal.

Sincerely yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

cc: Lisa Hamameh

JOELLEN SHORTLEY
jshortley@rsjalaw.com

27555 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

July 5, 2022

Board of Trustees
Charter Township of Highland
205 North John Street
Highland, MI 48357

RE: Proposed Amendment/Extension of Lease Agreement for Cell Tower at 510 Clyde Road

Dear Board of Trustees:

In 2009, the Township entered into an agreement with Verizon that with all renewal terms runs through March 2034. Recently, Verizon submitted a proposed First Amendment to the Lease to extend the Lease by 40 years to 2074 and pay the Township a signing bonus of \$20,000 for doing so. The Board will need to determine if the signing bonus and additional rent is sufficient compensation for the changes proposed to the Lease. Evaluating the Lease Amendment from a financial prospective is not our area of expertise; therefore, our analysis is focused on the legal aspects of the Lease. I have provided a link to an article that provides some perspective on local cell tower rentals: <https://www.varnumlaw.com/insights/the-rates-rents-of-cell-tower-leases-for-2021-2022/>

The initial proposal from Verizon contained several unfavorable provisions that they have since agreed to remove. One of the changes in the Amendment is that it provides an increase to the annual and renewal Lease payments. The Township is currently receiving \$22,218.00 in annual Lease payments. In March of 2024, the payment is scheduled to increase to \$25,550.70. The Amendment proposes that annual payments for the first five years of Amendment will be \$27,000.00. Under the Amendment, rent will increase by 15% per renewal term, meaning rent for the first renewal term would increase to \$31,050.00. Under the Lease rent increases by 13% per renewal term.

Section 4 of the Amendment gives Verizon the right to license to additional customers, install, modify, or replace improvements and/or assign all or a portion of its interest in the Lease without the consent of the Township. However, the Township retains the right to receive notice of subleases and retains the right to review modifications and improvements to the Leased premises. The Amendment grants Verizon the right to assign its interest in the Lease to any party without requiring Township consent. Currently, Verizon may only make an assignment it to its affiliates or subsidiaries, or an entity that acquires all of its assets, and it may not make an assignment to non-related parties without Township written consent.

Section 4 of the Amendment also provides Verizon, its sublessees and customers with vehicular (specifically truck) access on a 24 hours a day 7 days a week basis. The access would include utility services from a public right-of-way. Although the Lease is silent on access rights, the Township has undoubtedly provided Verizon access to the site. The Amendment should clarify the access that has been taking place and only expand such access if the Board desires to do so.

Another right proposed in the Amendment relates to building and zoning permits. The Amendment requires the Township to promptly execute building permits, zoning applications and other forms for the use of Verizon "customers, licensees and sublessees". If the Township does not promptly provide these documents, it will be in breach of the Lease.

Section 5 of the Amendment will prevent the Township from granting a lease, easement, deed, license or other legal instrument for the right to use any portion of the land the tower is located on, as well as any property within 1,500 feet of the premises, to any entity that is a competitor of Verizon in the wireless telecommunications business.

Section 6 of the Agreement contains a "limited" right of first refusal to allow Verizon to match an offer received by the Township for the property. The Lease already gives Verizon a right of first refusal. The amendment limits the requirement for the Township to allow Verizon to make an offer on the property for sales by the Township to competitors of Verizon. This change is less restricting on the Township than what the Lease provides. The Lease gives Verizon 30 days to provide the Township with its intent to exercise the right to purchase the property. The Amendment adds an additional 15 days to the time Verizon has to consider the offer.

Section 7 Landlord Statements includes a new requirement for the Township to prevent any third person to "interfere with or disrupt" Verizon's use of the premises.

If the Board has any concerns about what it proposed, we recommend that a request to make changes to the Amendment be discussed with Verizon. Given the long period for the Amendment and the restrictions placed on the Township, you may wish to ask for an increase in the rent payments .If the Board is comfortable with the longer Lease term and the other changes explained above, we do not have any legal reasons to recommend against approval of the Verizon proposal. In that case, it would be appropriate to make a motion to approve the Lease Amendment

Sincerely yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

Joellen Shortley

Joellen Shortley

cc: Lisa Hamameh

		Monthly	Annually	5 year total		
Original	2009-2014	\$ 1,400	\$ 16,800	\$ 84,000		
Ext 1	2014-2019	\$ 1,610	\$ 19,320	\$ 96,600		
Ext 2	2019-2024	\$ 1,852	\$ 22,218	\$ 111,090		
Ext 3	2024-2029	\$ 2,129	\$ 25,551	\$ 127,754		
Ext 4	2029-2034	\$ 2,449	\$ 29,383	\$ 146,917		
					\$ 385,760	Total Remaining 12 years of Original Lease
						\$ 32,147 Per Year 2022-2034
Proposal # 1 Perpetual Easemen Forever					\$ 417,500	Total 52 year forever lease
						\$ 8,029 Per Year
Proposal # 2 Lease Ext	2022	\$ 1,852	\$ 22,224			
Original Ext 2	2023-2024	\$ 2,250	\$ 27,000	\$ 54,000		
Original Ext 3	2025-2029	\$ 2,588	\$ 31,050	\$ 155,250		
Original Ext 4	2030-2034	\$ 2,976	\$ 35,708	\$ 178,538	\$ 410,012	Total Remaining Original 12 years
Ext 1	2035-2039	\$ 3,422	\$ 41,064	\$ 205,318		\$ 34,168 Per Year
Ext 2	2039-2044	\$ 3,935	\$ 47,223	\$ 236,116		
Ext 3	2044-2049	\$ 4,526	\$ 54,307	\$ 271,533		
Ext 4	2049-2054	\$ 5,204	\$ 62,453	\$ 312,263		
Ext 5	2054-2059	\$ 5,985	\$ 71,821	\$ 359,103		
Ext 6	2059-2064	\$ 6,883	\$ 82,594	\$ 412,968		
Ext 7	2064-2069	\$ 7,915	\$ 94,983	\$ 474,913		
Ext 8	2069-2074	\$ 9,103	\$ 109,230	\$ 546,150		
Signing bonus				\$ 20,000	\$ 2,838,365	Total Proposed 40 year Extension
						\$ 70,959 Per Year
Proposal # 3 Lease Ext	2022	\$ 1,852	\$ 22,218		\$ 464,595	
Original Ext 2	2023-2024	\$ 2,129	\$ 25,551	\$ 51,101		
Original Ext 3	2025-2029	\$ 2,449	\$ 29,383	\$ 146,917		
Original Ext 4	2030-2034	\$ 2,816	\$ 33,791	\$ 168,954	\$ 389,190	Total Remaining Original 12 years
Ext 1	2035-2039	\$ 3,238	\$ 38,859	\$ 194,297		\$ 32,432 Per Year
Ext 2	2039-2044	\$ 3,724	\$ 44,688	\$ 223,442		
Ext 3	2044-2049	\$ 4,283	\$ 51,392	\$ 256,958		
Ext 4	2049-2054	\$ 4,925	\$ 59,100	\$ 295,502		
Ext 5	2054-2059	\$ 5,664	\$ 67,965	\$ 339,827		
Ext 6	2059-2064	\$ 6,513	\$ 78,160	\$ 390,801		
Ext 7	2064-2069	\$ 7,490	\$ 89,884	\$ 449,421		
Ext 8	2069-2074	\$ 8,614	\$ 103,367	\$ 516,834		
Signing bonus				\$ 50,000	\$ 2,717,081	Total 40 year Extension
						\$ 67,927 Per Year
					\$ 441,441	

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between the Township of Highland, a Michigan municipal corporation ("**LessorLandlord**") and Cellco Partnership d/b/a Verizon Wireless ("**LesseeTenant**") (**LessorLandlord** and **LesseeTenant** being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, **LessorLandlord** owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, **LessorLandlord** (or its predecessor-in-interest) and **LesseeTenant** (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 25, 2009 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the **LesseeTenant** leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, **LesseeTenant**, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, **LesseeTenant** has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of **LesseeTenant**, all as more particularly set forth in the POA; and

WHEREAS, **LessorLandlord** and **LesseeTenant** desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- One-Time Payment.** **LesseeTenant** shall pay to **LessorLandlord** a one-time payment in the amount of **twenty thousand and No/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) **LesseeTenant**'s receipt of this Amendment executed by **LessorLandlord**, on or before June 13, 2022; (b) **LesseeTenant**'s confirmation that **LessorLandlord**'s statements as further set forth in this Amendment are true, accurate, and complete, including verification of **LessorLandlord**'s ownership; (c) **LesseeTenant**'s receipt of any documents and other items reasonably requested by **LesseeTenant** in order to effectuate the transaction and payment contemplated herein; and (d) receipt by **TenantLessee** of an original Memorandum (as defined herein) executed by **LessorLandlord**.
- Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 1, 2009, and, without giving effect to the terms of this Amendment but assuming the exercise by **LesseeTenant** of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on March 31, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide **LesseeTenant** with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal**

Commented [RV1]: Redline: The Lease refers to the parties as Lessor and Lessee, while the Amendment uses the terms of "Landlord" and "Tenant." The Amendment should remain consistent with the Lease, unless it is clear that the defined terms are meant to change in the Lease.

Answer: Redline accepted; all Landlord/Tenant references have been modified to Lessor/Lessee

Commented [RV2]: Redline: The majority of the Amendment sections do not indicate which section of the Lease the new language replaces or modifies or if a provision is new language that is not covered in the Lease. Only a few sections indicate that they are meant to replace an entire section of the Lease. Therefore, interpreting the Amendment in the future may be problematic because it is not clear if new language is meant to be read in conjunction with similar sections in the Lease.

Answer: This being an Amendment to the Lease allows both documents to be read together. As this language clarifies, this Amendment is to be read in conjunction with the lease, with the modifications expressly provided herein. The reason only some sections expressly indicate which section of the Lease they replace or modify is because the other sections are new section that were not previously included in the Lease. They cannot expressly modify/replace any section of the Lease as they are new provisions.

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Term” and, collectively, the **“New Renewal Terms”**). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless LesseeTenant notifies LessorLandlord that LesseeTenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) LessorLandlord shall be able to terminate the Lease only in the event of a material default by LesseeTenant, which default is not cured within sixty (60) days of LesseeTenant’s receipt of written notice thereof, provided, however, in the event that LesseeTenant has diligently commenced to cure a material default within sixty (60) days of LesseeTenant’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, LesseeTenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to **“Renewal Term”** shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The LessorLandlord hereby agrees to execute and return to LesseeTenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the **“Memorandum”**) executed by LessorLandlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by LesseeTenant to LessorLandlord.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from LesseeTenant to LessorLandlord under the Lease is **two thousand two hundred and fifty and No/100 Dollars (\$2,250.00)** per month (the **“Rent”**). Commencing on April 1, 2024 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to fifteen percent (15%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, LesseeTenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by LesseeTenant to LessorLandlord under the Lease and this Amendment shall be paid to **Township of Highland MI**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Lessorandlord and LesseeTenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent LesseeTenant needed consent and/or approval from LessorLandlord for any of LesseeTenant’s activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, LessorLandlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to LessorLandlord for such activities and uses. LessorLandlord hereby acknowledges and agrees that LesseeTenant shall not need consent or approval from, ~~or to provide notice to, LessorLandlord~~ for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, ~~and/or assigning all or any portion of Tenant’s interest in the Lease, as modified by this Amendment.~~ Notwithstanding the above, prior notice to Lessor is required for tenant to sublease the Leased Premises. LesseeTenant and LesseeTenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by LesseeTenant and at LesseeTenant’s sole cost and expense and for no additional consideration to Lessorandlord, LessorLandlord hereby agrees to promptly execute and return to

Commented [RV3]: Redline: The Amendment grants Verizon the right to assign its interest in the Lease to any party without requiring Township consent. We want to keep the Lease language that does not allow assignment to other parties without Township written consent.

Answer: redline accepted. Language from sec 22 of the Original Lease will govern assignments.

Commented [RV4]: Redline: The Township wishes to retain the right to receive notice of subleases and the right to review modifications and improvements to the Leased premises.

Answer: redline accepted as it is consistent with the Original Lease.

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~~LesseeTenant~~ building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by ~~LesseeTenant~~ and/or ~~LesseeTenant~~'s customers, licensees, and sublessees. ~~Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel.~~ The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, ~~LessorLandlord~~ shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel within one thousand five hundred feet (1,500') of the Leased Premises or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") without the prior written consent of ~~LesseeTenant~~, which may be withheld, conditioned, and/or delayed in ~~LesseeTenant~~'s sole, reasonable discretion.

6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 16 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to ~~LesseeTenant~~'s right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from ~~LessorLandlord~~ to any prospective purchaser that is not a Third Party Competitor or to American Tower. If ~~LessorLandlord~~ receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of ~~LessorLandlord~~'s interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), ~~LesseeTenant~~ shall have the right of first refusal to purchase the real property or other interest being offered by ~~LessorLandlord~~ in connection with the Offer on the same terms and conditions. If ~~LesseeTenant~~ elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, ~~LesseeTenant~~ must provide ~~LessorLandlord~~ with notice of its election not later than forty-five (45) days after ~~LesseeTenant~~ receives written notice from ~~LessorLandlord~~ of the Offer. If ~~LesseeTenant~~ elects not to exercise ~~LesseeTenant~~'s right of first refusal with respect to an Offer as provided herein, ~~LessorLandlord~~ may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. ~~LessorLandlord~~ hereby acknowledges and agrees that any sale or conveyance by ~~LessorLandlord~~ in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

7. **Lessorandlord Statements.** ~~LessorLandlord~~ hereby represents and warrants to ~~LesseeTenant~~ that: (i) to the extent applicable, ~~LessorLandlord~~ is duly organized, validly existing, and in good standing in the jurisdiction in which ~~LessorLandlord~~ was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) ~~LessorLandlord~~ has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this

Commented [RV5]: Redline: Another right proposed in the Amendment relates to building and zoning permits. This Amendment requires the Township to agree to promptly execute building permits, zoning applications and other forms for the use of Verizon "customers, licensees and sublessees". If the Township did not promptly provide these documents, it would be in breach of the Lease. We do not agree with this language.

Answer: The Township is required to cooperate in the procurement of buildings permits, zoning applications, etc. under its capacity as a landlord not zoning body. Redline rejected.

Commented [RV6]: Redline: The Amendment has the Township appointing Verizon as its "attorney-in-fact" to execute and deliver all land use and zoning and building permits. Since the Township is the legal authority for issuing zoning and building permits, delegating Verizon to be its attorney-in-fact for these matters would be inappropriate and contrary to law.

Answer: Redline accepted

Commented [RV7]: Redline: This is a new provision that would prevent the Township from granting a lease, easement, deed, license or other legal instrument for the right to use any portion of the land the tower is located on as well as any surrounding property to any entity that is a competitor of Verizon in the wireless telecommunications business. This is a broad restriction on Township authority to manage its property interests. This language prohibits the Township from allowing any other person to use our whole parcel of property the Township owns for communication services. We do not agree with this provision.

Answer: We understand that this is a broad restriction on the Township, therefore the non-compete has been limited to one thousand five hundred feet radius.

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Amendment on behalf of ~~LessorLandlord~~, have the authority to enter into and deliver this Amendment on behalf of ~~LessorLandlord~~; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by ~~LessorLandlord~~ of this Amendment; (iv) ~~LessorLandlord~~ is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of ~~LessorLandlord~~'s knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair ~~LesseeTenant~~'s rights under the Lease, as amended and modified by this Amendment; (vi) ~~so long as LesseeTenant~~ performs its obligations under the Lease, ~~LesseeTenant~~ shall peaceably and quietly have, hold and enjoy the Leased Premises, and ~~LessorLandlord~~ shall not act or permit any third person to act in any manner which would interfere with or disrupt ~~LesseeTenant~~'s business or frustrate ~~LesseeTenant~~ or ~~LesseeTenant~~'s customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of ~~LesseeTenant~~'s existing improvements on the Parent Parcel or the land area conveyed to ~~LesseeTenant~~ under the Lease. The representations and warranties of ~~LessorLandlord~~ made in this Section shall survive the execution and delivery of this Amendment. ~~Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.~~

Commented [RV8]: Redline: Includes a requirement for the Township to prevent any third person to "interfere with or disrupt" Verizon's use of the premises. Section 13 of the Lease covers a process to follow if there is interference, which is measured in accordance with industry standards. It is unclear if "interfere" is meant to replace or to supplement the interference language in the Lease. We want to keep the original language in the lease.

Answer: Section 13 of the Original Lease addresses specifically interference caused by an equipment. This language, in the Amendment, is broader and covers any interference, not only from other equipment in the Parent Parcel. This language supplements the Original Lease and cannot be removed.

Commented [RV9]: Redline: Requires the Township to indemnify Verizon. This is contrary to the authority of Michigan municipalities and is not a requirement in the Lease. Remove the indemnification language from the Amendment.

Answer: accepted

Commented [RV10]: Redline: This requires the Lease and Amendment to be confidential, which is not permitted under the Michigan Freedom of Information Act.

Answer: Accepted

~~8. Confidentiality. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.~~

9.8. Notices. The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to ~~LessorLandlord~~ at: 205 North John Street, Highland, MI 48357; to ~~LesseeTenant~~ at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

~~10.9.~~ Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by

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electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

11-10. Governing Law. The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

12-11. Waiver. The Parties acknowledge and agree that Section 11 of the Lease remains in full force and effect. is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

Commented [RV11]: Redline: Remove Section 12 of the Amendment titled Waiver

Answer: accepted.

13. Tenant's Securitization Rights; Estoppel. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security Interest") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("Tenant's Mortgagee") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

Commented [RV12]: Redline: Remove Section 13 of the Amendment titled Tenant's Securitization Rights; Estoppel

Answer: accepted.

14-12. Taxes. The Parties acknowledge and agree that Section 7 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Lessee/Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Lessee/Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Lessee/Tenant. Lessee/Tenant hereby agrees to reimburse Lessor/Landlord for any Applicable Taxes billed directly to Lessor/Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Lessor/Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee/Tenant) of any Applicable Taxes along with proof of payment of the same by Lessor/Landlord. Lessor/Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Lessor/Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee/Tenant from time to time. Subject to the requirements set forth in this Section, Lessee/Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor/Landlord. Anything to the contrary notwithstanding, Lessor/Landlord is only eligible for reimbursement if Lessor/Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Lessor/Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Lessor/Landlord's real property calculated based on any monetary consideration paid from Lessee/Tenant to Lessor/Landlord. If

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~~LessorLandlord~~ fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, ~~LesseeTenant~~ shall have the right, but not the obligation, to pay such taxes on ~~LessorLandlord~~'s behalf and: (i) deduct the full amount of any such taxes paid by ~~LesseeTenant~~ on ~~LessorLandlord~~'s behalf from any future payments required to be made by ~~LesseeTenant~~ to ~~LessorLandlord~~ hereunder; (ii) demand reimbursement from ~~LessorLandlord~~, which reimbursement payment ~~LessorLandlord~~ shall make within thirty (30) days of such demand by ~~LesseeTenant~~; and/or (iii) collect from ~~LessorLandlord~~ any such tax payments made by ~~LesseeTenant~~ on ~~LessorLandlord~~'s behalf by any lawful means.

15.13. Conflict/Capitalized Terms. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

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LESSORANDLORD:

Township of Highland,
a Michigan municipal corporation,

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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LESSEE/TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

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EXHIBIT A

This Exhibit A may be replaced at Lessee/Tenant's option as described below.

PARENT PARCEL

Lessee/Tenant shall have the right to replace this description with a description obtained from Lessor/landlord's deed (or deeds) that include the land area encompassed by the Lease and Lessee/Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor/landlord as described in a deed (or deeds) to Lessor/landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Land situated in the Township of Highland, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan, described as: Beginning at the southeast corner of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan; thence S 89° 44' 30" W 327.00 feet along the centerline of Clyde Road (66 feet wide) and the south line of said Section 4; thence N 01° 18' 03" E 333.00 feet; thence N 89° 44' 30" E 327.00 feet; thence S 01° 18' 03" W 333.00 feet along the centerline of Buckhorn Road (66 feet wide) and the east line of said Section 4 to the point of beginning.

LEASED PREMISES

Lessee/Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee/Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee/Tenant in the Lease; (ii) Lessee/Tenant's (and Lessee/Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 1,250 square feet, more or less, and described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide); thence N 88° 41' 57" W 82.85 feet; thence N 00° 15' 30" W 53.68 feet; thence S 89° 44' 30" W 163.32 feet; thence S 00° 15' 30" E 25.00 feet to the POINT OF BEGINNING:

thence N 89° 44' 30" E 10.00 feet;
thence S 00° 15' 30" E 25.00 feet;
thence S 89° 44' 30" W 50.00 feet;
thence N 00° 15' 30" W 25.00 feet;
thence N 89° 44' 30" E 40.00 feet to the POINT OF BEGINNING, being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; containing 1,250 square feet

N-04-400-008 pt

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[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by ~~Lessee-Tenant~~ (and ~~Lessee-Tenant~~'s customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS DESCRIPTION:

Together with a 20 foot wide easement for ingress, ingress and public utilities, the centerline of said easement being described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 88° 41' 57" W 82.85 feet;
thence N 00° 15' 30" W 53.68 feet;
thence S 89° 44' 30" W 163.32 feet;
thence S 00° 15' 30" E 25.00 feet to the POINT OF ENDING; being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; except any part taken, deeded or used for public road purposes

Tax Parcel: 11-04-400-008 *ρ*

For reference see Memorandum of Lease Agreement recorded on 02/24/2009 as Instrument #28524 in Liber, 40919, Page 704.

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Renata Villar, Esq.
ATC Site No: 414034
ATC Site Name: Clyde & Hickory MI-1060 MI
Assessor's Parcel No(s): 11-04-400-008

Prior Recorded Lease Reference:

Liber 40919, Page 704
Document No:28524
State of Michigan
County of Oakland

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **the Township of Highland**, a Michigan municipal corporation ("**Lessorandlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**LesseeTenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Lease.** **Lessorandlord** is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). **Lessorandlord** (or its predecessor-in-interest) and **LesseeTenant** (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 25, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the **LesseeTenant** leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
- 2. American Tower.** **LesseeTenant**, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, **LesseeTenant** has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of **LesseeTenant**, all as more particularly set forth in the POA.
- 3. Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by **LesseeTenant** of all renewal options contained in the Lease, the final expiration date of the Lease would be March 31, 2074. Notwithstanding the foregoing, in no event shall **LesseeTenant** be required to exercise any option to renew the term of the Lease.

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

4. **Leased Premises Description.** ~~LesseeTenant~~ shall have the right, exercisable by ~~LesseeTenant~~ at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon ~~LesseeTenant~~'s request, ~~Lessorandlord~~ shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. ~~Lessorandlord~~ hereby grants the right to ~~LesseeTenant~~ to complete and execute on behalf of ~~Lessorandlord~~ any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to ~~Lessorandlord~~ at: 205 North John Street, Highland, MI 48357; to ~~LesseeTenant~~ at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

IN WITNESS WHEREOF, ~~Lessor and Lord~~ and ~~Lessee Tenant~~ have each executed this Memorandum as of the day and year set forth below.

LESSOR AND LORD

2 WITNESSES

Township of Highland,
a Michigan municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

LESSEETENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXHIBIT A

This Exhibit A may be replaced at Lessee/Tenant's option as described below.

PARENT PARCEL

Lessee/Tenant shall have the right to replace this description with a description obtained from Lessor/landlord's deed (or deeds) that include the land area encompassed by the Lease and Lessee/Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor/landlord as described in a deed (or deeds) to Lessor/landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Land situated in the Township of Highland, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan, described as: Beginning at the southeast corner of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan; thence S 89° 44' 30" W 327.00 feet along the centerline of Clyde Road (66 feet wide) and the south line of said Section 4; thence N 01° 18' 03" E 333.00 feet; thence N 89° 44' 30" E 327.00 feet; thence S 01° 18' 03" W 333.00 feet along the centerline of Buckhorn Road (66 feet wide) and the east line of said Section 4 to the point of beginning.

LEASED PREMISES

Lessee/Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee/Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee/Tenant in the Lease; (ii) Lessee/Tenant's (and Lessee/Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 1,250 square feet, more or less, and described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide); thence N 88° 41' 57" W 82.85 feet; thence N 00° 15' 30" W 53.68 feet; thence S 89° 44' 30" W 163.32 feet; thence S 00° 15' 30" E 25.00 feet to the POINT OF BEGINNING:

thence N 89° 44' 30" E 10.00 feet;
thence S 00° 15' 30" E 25.00 feet;
thence S 89° 44' 30" W 50.00 feet;
thence N 00° 15' 30" W 25.00 feet;
thence N 89° 44' 30" E 40.00 feet to the POINT OF BEGINNING, being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; containing 1,250 square feet

11-04-400-008 pt

ATC Site No: 414034

VZW Site No: 159944

Site Name: Clyde & Hickory MI-1060 MI

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by ~~Lessee/Tenant~~ (and ~~Lessee/Tenant~~'s customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS DESCRIPTION:

Together with a 20 foot wide easement for ingress, ingress and public utilities, the centerline of said easement being described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 88° 41' 57" W 82.85 feet;

thence N 00° 15' 30" W 53.68 feet;

thence S 89° 44' 30" W 163.32 feet;

thence S 00° 15' 30" E 25.00 feet to the POINT OF ENDING; being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; except any part taken, deeded or used for public road purposes

Tax Parcel: 11-04-400-008 *p5*

For reference see Memorandum of Lease Agreement recorded on 02/24/2009 as Instrument #28524 in Liber, 40919, Page 704.

ATC Site No: **414034**

VZW Site No: **159944**

Site Name: Clyde & Hickory MI-1060 MI

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

Prepared by and Return to:

American Tower
Attn: Land Management/Renata Villar, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 11-04-400-008

RESOLUTION AND CONSENT AFFIDAVIT

Township of Highland, a Michigan municipal corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**LessorLandlord**"), hereby declare and resolve the following:

1. **LessorLandlord** (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**LesseeTenant**") pursuant to that certain Land Lease Agreement dated February 25, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. **LessorLandlord** and **LesseeTenant** desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. **LessorLandlord** is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. **LessorLandlord** has full power and authority to enter into and perform **LessorLandlord**'s obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by **LessorLandlord**. The Affiants listed below are the only legal and equitable owners of **LessorLandlord** and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of **LessorLandlord**.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that **LessorLandlord** is hereby authorized to enter into the Transaction Documents with **LesseeTenant** and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

ATC Site No: **414034**

VZW Site No: **159944**

Site Name: Clyde & Hickory MI-1060 MI

5. The Affiants also declare that they have full legal authority to bind LessorLandlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of LessorLandlord and to nominate individuals to act on LessorLandlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and LessorLandlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of LessorLandlord for purposes of executing and delivering the Transaction Documents and ensuring that LessorLandlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by LesseeTenant pursuant to the Amendment are to be made to LessorLandlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by LesseeTenant.

NOMINEE: (Print Name) _____
(Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

8. Affiants hereby acknowledge and agree that LesseeTenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. LesseeTenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____%

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: *(circle one)* Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **the Township of Highland**, a Michigan municipal corporation ("**Lessor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**") (Lessor and Lessee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Lessor owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 25, 2009 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Lessee shall pay to Lessor a one-time payment in the amount of **twenty thousand and No/100 Dollars (\$20,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Lessee's receipt of this Amendment executed by Lessor, on or before June 13, 2022; (b) Lessee's confirmation that Lessor's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Lessor's ownership; (c) Lessee's receipt of any documents and other items reasonably requested by Lessee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Lessee of an original Memorandum (as defined herein) executed by Lessor.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 1, 2009, and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on March 31, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Lessee with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

ATC Site No: **414034**

VZW Site No: **159944**

Site Name: Clyde & Hickory MI-1060 MI

automatically renew unless Lessee notifies Lessor that Lessee elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Lessor shall be able to terminate the Lease only in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee's receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within sixty (60) days of Lessee's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Lessee shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Lessor hereby agrees to execute and return to Lessee an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Lessor, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Lessee to Lessor.

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Lessee to Lessor under the Lease is **two thousand two hundred and fifty and No/100 Dollars (\$2,250.00)** per month (the "**Rent**"). Commencing on April 1, 2024 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to fifteen percent (15%) of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Lessee to Lessor under the Lease and this Amendment shall be paid to **Township of Highland MI**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Lessor and Lessee Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Lessee needed consent and/or approval from Lessor for any of Lessee's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Lessor's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Lessor for such activities and uses. Lessor hereby acknowledges and agrees that Lessee shall not need consent or approval from, Lessor for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises. Notwithstanding the above, prior notice to Lessor is required for tenant to sublease the Leased Premises. Lessee and Lessee's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Lessee and at Lessee's sole cost and expense and for no additional consideration to Lessor, Lessor hereby agrees to promptly execute and return to Lessee building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Lessee and/or Lessee's customers, licensees, and sublessees.. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Lessor shall not sell, transfer, grant, convey, lease, and/or

ATC Site No: **414034**

VZW Site No: **159944**

Site Name: Clyde & Hickory MI-1060 MI

license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel within one thousand five hundred feet (1,500') of the Leased Premises to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Lessee, which may be withheld, conditioned, and/or delayed in Lessee's sole, reasonable discretion.

6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 16 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Lessee's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Lessor to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Lessor receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Lessor's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Lessee shall have the right of first refusal to purchase the real property or other interest being offered by Lessor in connection with the Offer on the same terms and conditions. If Lessee elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Lessee must provide Lessor with notice of its election not later than forty-five (45) days after Lessee receives written notice from Lessor of the Offer. If Lessee elects not to exercise Lessee's right of first refusal with respect to an Offer as provided herein, Lessor may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Lessor hereby acknowledges and agrees that any sale or conveyance by Lessor in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Lessor Statements.** Lessor hereby represents and warrants to Lessee that: (i) to the extent applicable, Lessor is duly organized, validly existing, and in good standing in the jurisdiction in which Lessor was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Lessor has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Lessor, have the authority to enter into and deliver this Amendment on behalf of Lessor; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Lessor of this Amendment; (iv) Lessor is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Lessor's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Lessee's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Lessee performs its obligations under the Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises, and Lessor shall not act or permit any third person to act in any manner which would interfere with or disrupt Lessee's business or frustrate Lessee or Lessee's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Lessee's existing improvements on the Parent Parcel or the land area conveyed to Lessee under the Lease. The

ATC Site No: **414034**

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Site Name: Clyde & Hickory MI-1060 MI

representations and warranties of Lessormade in this Section shall survive the execution and delivery of this Amendment.

8. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 205 North John Street, Highland, MI 48357; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** The Parties acknowledge and agree that Section 11 of the Lease remains in full force and effect.
12. **Taxes.** The Parties acknowledge and agree that Section 7 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Lessee shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Lessee's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Lessee. Lessee hereby agrees to reimburse Lessor for any Applicable Taxes billed directly to Lessor (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Lessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee) of any Applicable Taxes along with proof of payment of the same by Lessor. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Lessor Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Subject to the requirements set forth in this Section, Lessee shall make

ATC Site No: **414034**

VZW Site No: **159944**

Site Name: Clyde & Hickory MI-1060 MI

such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor. Anything to the contrary notwithstanding, Lessor is only eligible for reimbursement if Lessor requests reimbursement within one (1) year after the date such taxes became due. Additionally, Lessor shall not be entitled to reimbursement for any costs associated with an increase in the value of Lessor's real property calculated based on any monetary consideration paid from Lessee to Lessor. If Lessor fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Lessee shall have the right, but not the obligation, to pay such taxes on Lessor's behalf and: (i) deduct the full amount of any such taxes paid by Lessee on Lessor's behalf from any future payments required to be made by Lessee to Lessor hereunder; (ii) demand reimbursement from Lessor, which reimbursement payment Lessor shall make within thirty (30) days of such demand by Lessee; and/or (iii) collect from Lessor any such tax payments made by Lessee on Lessor's behalf by any lawful means.

13. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LESSOR:

Township of Highland,
a Michigan municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Land situated in the Township of Highland, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan, described as: Beginning at the southeast corner of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan; thence S 89° 44' 30" W 327.00 feet along the centerline of Clyde Road (66 feet wide) and the south line of said Section 4; thence N 01° 18' 03" E 333.00 feet; thence N 89° 44' 30" E 327.00 feet; thence S 01° 18' 03" W 333.00 feet along the centerline of Buckhorn Road (66 feet wide) and the east line of said Section 4 to the point of beginning.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 1,250 square feet, more or less, and described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide); thence N 88° 41' 57" W 82.85 feet; thence N 00° 15' 30" W 53.68 feet; thence S 89° 44' 30" W 163.32 feet; thence S 00° 15' 30" E 25.00 feet to the POINT OF BEGINNING:

thence N 89° 44' 30" E 10.00 feet;
thence S 00° 15' 30" E 25.00 feet;
thence S 89° 44' 30" W 50.00 feet;
thence N 00° 15' 30" W 25.00 feet;
thence N 89° 44' 30" E 40.00 feet to the POINT OF BEGINNING, being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; containing 1,250 square feet

N-04-400-008 pt

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS DESCRIPTION:

Together with a 20 foot wide easement for ingress, ingress and public utilities, the centerline of said easement being described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 88° 41' 57" W 82.85 feet;

thence N 00° 15' 30" W 53.68 feet;

thence S 89° 44' 30" W 163.32 feet;

thence S 00° 15' 30" E 25.00 feet to the POINT OF ENDING; being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; except any part taken, deeded or used for public road purposes

Tax Parcel: 11-04-400-008 *pt*

For reference see Memorandum of Lease Agreement recorded on 02/24/2009 as Instrument #28524 in Liber, 40919, Page 704.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Renata Villar, Esq.
ATC Site No: 414034
ATC Site Name: Clyde & Hickory MI-1060 MI
Assessor's Parcel No(s): 11-04-400-008

Prior Recorded Lease Reference:

Liber 40919, Page 704
Document No:28524
State of Michigan
County of Oakland

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **the Township of Highland**, a Michigan municipal corporation ("**Lessor**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Lessee**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 25, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Lessee, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be March 31, 2074. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

ATC Site No: **414034**
VZW Site No: **159944**
Site Name: Clyde & Hickory MI-1060 MI

4. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 205 North John Street, Highland, MI 48357; to Lessee at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

2 WITNESSES

Township of Highland,
a Michigan municipal corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

Land situated in the Township of Highland, County of Oakland, State of Michigan, described as follows:

Part of the Southeast 1/4 of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan, described as: Beginning at the southeast corner of Section 4, Town 3 North, Range 7 East, County of Oakland, Township of Highland, State of Michigan; thence S 89° 44' 30" W 327.00 feet along the centerline of Clyde Road (66 feet wide) and the south line of said Section 4; thence N 01° 18' 03" E 333.00 feet; thence N 89° 44' 30" E 327.00 feet; thence S 01° 18' 03" W 333.00 feet along the centerline of Buckhorn Road (66 feet wide) and the east line of said Section 4 to the point of beginning.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The Lease Area is approximately 1,250 square feet, more or less, and described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide); thence N 88° 41' 57" W 82.85 feet; thence N 00° 15' 30" W 53.68 feet; thence S 89° 44' 30" W 163.32 feet; thence S 00° 15' 30" E 25.00 feet to the POINT OF BEGINNING:

thence N 89° 44' 30" E 10.00 feet;
thence S 00° 15' 30" E 25.00 feet;
thence S 89° 44' 30" W 50.00 feet;
thence N 00° 15' 30" W 25.00 feet;
thence N 89° 44' 30" E 40.00 feet to the POINT OF BEGINNING, being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; containing 1,250 square feet

N-04-400-008 pt

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

ACCESS DESCRIPTION:

Together with a 20 foot wide easement for ingress, ingress and public utilities, the centerline of said easement being described as follows:

Commencing at the southeast corner of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; thence N 01° 18' 03" E 267.04 feet along the east line of said Section 4 (also being the centerline of Buckhorn Lake Road, 66 feet wide) to the POINT OF BEGINNING:

thence N 88° 41' 57" W 82.85 feet;

thence N 00° 15' 30" W 53.68 feet;

thence S 89° 44' 30" W 163.32 feet;

thence S 00° 15' 30" E 25.00 feet to the POINT OF ENDING; being a part of the SE 1/4 of Section 4, T3N, R7E, Highland Township, Oakland County, Michigan; except any part taken, deeded or used for public road purposes

Tax Parcel: 11-04-400-008 *ρ*

For reference see Memorandum of Lease Agreement recorded on 02/24/2009 as Instrument #28524 in Liber, 40919, Page 704.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Renata Villar, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 11-04-400-008

RESOLUTION AND CONSENT AFFIDAVIT

Township of Highland, a Michigan municipal corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Lessor**"), hereby declare and resolve the following:

1. Lessor (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "**Lessee**") pursuant to that certain Land Lease Agreement dated February 25, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Lessor and Lessee desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Lessor is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Lessor has full power and authority to enter into and perform Lessor's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Lessor. The Affiants listed below are the only legal and equitable owners of Lessor and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Lessor.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Lessor is hereby authorized to enter into the Transaction Documents with Lessee and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Lessor under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and

ATC Site No: **414034**

VZW Site No: **159944**

Site Name: Clyde & Hickory MI-1060 MI

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 2022, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

BUDGET AMENDMENT WORKSHEET
 2022 PROPOSED BUDGET AMENDMENTS
 BOARD MEETING - August 8, 2022

FUND & ACCOUNT	ORIGINAL BUDGET 12/31/2022	AS AMENDED 12/31/2022	PROPOSED AMENDMENTS	PROPOSED NEW BUDGET
<u>Refuse Fund</u>				
Revenues:				
227-000-692.000 APPROPRIATION FUND BAL.	\$71,137.00	\$71,137.00	+	\$19,000.00 = \$90,137.00
Expenditures:				
227-526-967.000 REFUSE: COMM SERVICE PROJ	\$65,000.00	\$65,000.00	+	\$19,000.00 = \$84,000.00

Purpose of Amendment:

To appropriate funds for hazardous waste day expenses.

BUDGET AMENDMENT WORKSHEET
 2022 PROPOSED BUDGET AMENDMENTS
 BOARD MEETING - August 8, 2022

FUND & ACCOUNT	ORIGINAL BUDGET 12/31/2022	AS AMENDED 12/31/2022	PROPOSED AMENDMENTS	PROPOSED NEW BUDGET
<u>GENERAL FUND</u>				
Revenue:				
101-000-692.000	APPROPRIATION FUND BAL.	\$0.00	\$16,750.00 +	\$33,180.00 = \$49,930.00
Expenditures:				
101-261-995.402	GEN GOV: TRANS TO FIRE VEH/EQU	\$0.00	\$0.00 + \$	33,180.00 = \$ 33,180.00
 <u>FIRE CAPITAL FUND</u>				
Revenue:				
402-000-699.000	OPERATING TRANSFER IN	\$250,000.00	\$250,000.00 +	\$33,180.00 = \$283,180.00
Expenditures:				
402-336-971.002	CAPITAL EQUIPMENT	\$0.00	\$0.00 + \$	33,180.00 = \$ 33,180.00

Purpose of Amendment:

To appropriate funds for Self Contained Breathing Apparatus (SCBA) bottles for the Fire Department where the payments shall be taken from the general fund surplus resulting from the ARPA grant.

10. Adjourn

Time: _____