

REQUEST FOR PROPOSALS

Sale of Bertha Vos School
3723 Shore Road
Village of Acme
Grand Traverse County, Michigan

Traverse City Area Public Schools
412 Webster Street
Traverse City, Michigan 49686

Christine Thomas-Hill
Assistant Superintendent of Finance and Operations
(231) 933-1730

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I. GENERAL INFORMATION

A. Introduction – Description of Proposal Process

Thank you for your interest in the building commonly known as the “Bertha Vos Building” and owned by Traverse City Area Public Schools (sometimes "TCAPS" or the "District"). The property is currently located at 3723 Shore Road in the Village of Acme, Grand Traverse County, Michigan.

Proposals for the properties must be received at the office of John VanWagoner II, Ph.D., Superintendent of Schools, 412 Webster Street, Traverse City, Michigan 49686, on or before 12 p.m., Eastern Time, Wednesday, October 26, 2022.

A certified or cashier's check in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) shall accompany each property proposal. The deposit amount will be credited to the purchase price at the closing of the sale of each property. The deposit amount will be returned to the unsuccessful bidders within five (5) days from the date that a Purchase Agreement is entered into with the successful respondent, but no later than forty-five (45) days from the date that the proposals are due.

The information contained in this Request for Proposals ("RFP") is believed to be accurate but is not warranted. The District makes no representation concerning the condition or suitability of the properties for any reason. Bidders should conduct any due diligence that they feel is necessary to confirm the status of the property.

While the District reserves the right to accept or reject any proposal and a number of finalists may be selected and asked to provide additional information, including financial qualifications and project concept details. The additional information will facilitate the final selection of the successful purchaser. The project concept details and plans may be required to be inserted into the Purchase Agreement as a condition of the sale of the property.

The District expressly reserves the right to reject any or all proposals and to accept the proposals which the Board of Education, at its sole discretion, determines best serves the interests of the District.

Thank you for your interest in this property. Should you have any questions, please contact Christine Thomas-Hill, Assistant Superintendent of Finance and Operations, at (231) 933-1730 or thomasch@tcaps.net.

Very truly yours,

TRAVERSE CITY AREA PUBLIC SCHOOLS

By: _____
John VanWagoner II, Ph.D.

Its: Superintendent of Schools

B. Site and Building Data

The site is rectangular in shape and flat to the eastern edge of the building, then the site slopes up a hill about 10 feet. There are paved parking lots along the north and south side of the school.

Legal Description:	LOTS 3-4-5-6 BLK 8, ALL BLK 9 & 12, LOTS 3-4-5-6 BLK 13 AND ALL VAC ST'S & ALLEYS BOUND BY BLKK'S 8-9-12-13 VILLAGE OF ACME, Acme Township, Grand Traverse County, Michigan.
Building Size:	Approximately 35,320 square feet
Site Size:	6.926 Acres (per the dimensions on the plat)
Shape:	Rectangular
Road Frontage:	About 436 Front Feet on Shore Road & 692 Front Feet on Deepwater Point Road.
Road Access:	Access is from both roads.
Topography and Cover:	The site is open to the east edge of the building. The hillside east of the building is wooded. The large playground is north of the school.
Functional Utility:	This parcel is rectangular in shape and has good utility for its current use and would only lose side or back lot areas to the hillside. Its functional utility is considered to be good for its current use or an alternative residential use.
Soils & Drainage:	A soil report has not been offered. Soils in the area are generally sandy. This soil type is generally well drained. There is an irrigation system for the front lawn area.
Utilities:	Public utilities of sewer, natural gas and telephone are hooked up to the site. The subject utilizes a private water well.
Zoning:	SFN – Single Family Neighborhood District
Flood Hazard:	Upon information and belief, the property is not within a flood plain.
Wetlands:	Upon information and belief, there are no wetlands on the property.
Price	No price has been set.

Terms: Cash at closing.

Rights of Owner: TCAPS reserves the right to accept or reject any and all offers and to negotiate with bidders and take any other action that is in the best interests of the District.

Bid Deadline: The bid deadline is 12 p.m., Eastern Time, on Wednesday, October 26, 2022.

Proposals and deposit monies must be delivered to:

Traverse Area Public Schools
Attn: John VanWagoner II, Ph.D.
412 Webster Street
Traverse City, Michigan 49686
Email: vanwagonjo@tcaps.net

Email proposals are encouraged. If a proposal is submitted by email, the respondent must provide a check or money order to the aforementioned address. No phone offers will be accepted. If mailed, no responsibility is assumed for postal delays. *See* Section II, RFP Submission Requirements.

C. Development Goals and Objectives

The property represents a significant asset of the District. The District has therefore set forth the following goals and objectives for the development of the property. The respondents to this RFP should ensure that the development plan set forth in their formal response is consistent with and promotes the following goals and objectives:

- To provide a use that is the highest and best use for the community.
- To provide for uses of the property that complement and enhance the surrounding properties.
- To prevent the property from being used for uses detrimental to TCAPS and/or the community.
- Subject to other goals and objectives, to maximize the amount paid to the District for the property.

D. Due Diligence

As previously mentioned, various studies and other due diligence items are attached to this RFP. These documents cannot be fully relied upon and the District shall be held harmless for any

omission or oversight. All respondents are responsible for conducting such due diligence as they deem proper and necessary in preparing the responses to this RFP.

DELIVERY OF THIS RFP AND/OR SUBMISSION OF RESPONSES TO THIS RFP DOES NOT CREATE ANY LEGAL RELATIONSHIP BETWEEN THE DISTRICT AND ANY OF THE RESPONDENTS OR ANY OF THEIR INDIVIDUAL PRINCIPALS OR ENTITIES. NOTHING CONTAINED IN THIS RFP OR THE PROCESS OUTLINED HEREIN IS OR SHALL BE CONSTRUED AS CREATING ANY LEGAL AND BINDING AGREEMENT ON THE PART OF THE DISTRICT TO DO ANYTHING OR FOLLOW ANY PROCEDURE, EVEN IF SPECIFIED IN THIS RFP. THE DISTRICT HAS NO OBLIGATION TO SELECT ANY OF THE RESPONDENTS OR TO PROCEED WITH ANY DEVELOPMENT UNLESS AND UNTIL THE DISTRICT AND THE SELECTED RESPONDENT EXECUTE A PURCHASE AGREEMENT, AND AT THAT TIME THE DISTRICT'S OBLIGATION SHALL BE LIMITED TO THOSE OBLIGATIONS SPECIFIED IN SUCH PURCHASE AGREEMENT WITHOUT REFERENCE TO ANY ASPECT OF THIS RFP PROCESS UNLESS OTHERWISE SPECIFIED IN SUCH PURCHASE AGREEMENT.

II. RFP SUBMISSION REQUIREMENTS

A copy of each proposal must be submitted to the Superintendent of Schools' Office, 412 Webster Street, Traverse City, Michigan 49686, on or before 12 p.m., Eastern Time, on Wednesday, October 26, 2022. Alternatively, a copy of the proposal can be submitted electronically to vanwagonjo@tcaps.net. The District, in its sole discretion, may accept or reject any submission made after the due date. Responses shall remain valid, active, and firm for a period of forty-five (45) days from the due date. Each proposal must be accompanied by a certified or cashier's check in the amount of \$5,000 payable to "Traverse City Area Public Schools." The \$5,000 payment will be used as a deposit for the successful respondent(s) and be applied to the purchase price. The deposits of the unsuccessful respondent(s) will be returned within five (5) days from the date that a Purchase Agreement is entered into with the successful respondent(s), but not later than forty-five (45) days from the due date.

Each respondent should submit the information requested herein in standard letter-sized format. The outside of the package or the electronic transmission containing the proposal should be clearly marked "**Bertha Vos Building Proposal.**"

A. Cover Letter and Executive Summary

The cover letter must be included with each proposal and explain with specificity how the proposed use of the property will benefit the entire Traverse City community. The cover letter must also include a statement that the individual signing the letter is authorized to obligate the entity to proceed with the purchase and development of the property. The proposal must also include an Executive Summary of the principal elements of the submittal, including a description of the proposed use of the property and timetable overviews, as well as the team's approach to the

development. All submittals should be concise and address the District's goals and objectives as listed in this RFP. If possible, the proposals should include a proposed site plan of the project.

B. Development Team Relationships and References

The District is seeking sufficient information on the development team to make a judgment as to how well the team can perform in developing the property and to compare the qualifications of the teams associated with the proposals submitted. Respondent(s) are free to present this information in a format and a degree of detail that in their judgment is adequate for these purposes. The following is a suggested format for consideration:

- The team description would include the corporation, joint venture, or other entity that would serve as the developer of the project.
- The description should include any participating development entities that are deemed important to make the District's goals and objectives for the development of this site.
- The description should identify all participants in the respondent's development team, including those members responsible for the building design, landscape and site design, land use planning, engineering, environmental remediation permitting, legal and financial analysis, and community relations, as well as investors and proposed lending institutions.
- The proposal should identify the person who is responsible for each activity relating to the permitting, design, financing, and construction of the project.
- The proposal should identify one or more individuals who have full power and authority on behalf of the respondent's team to negotiate and execute a Purchase Agreement and related documents.
- The proposal should provide references to specifically address the capability of the respondent to undertake this project. References should include a name, title, address, phone number, e-mail address, and a brief description of the relationship to the development entity in regard to previous experience.

C. Project Experience

The District is seeking sufficient information on the respondent's project experience to make a judgment as to how well the team could perform in the development of the property and to compare the experience of other respondents.

All individuals listed as contacts on existing projects may be contacted and should be available to assess the respondent's record relating to the project(s). In addition, the District may

consult references familiar with the respondent or members of the respondent's team regarding past experience, qualifications, performance, or other matters regardless of whether the specific individuals are identified in this proposal.

The proposal should demonstrate that the respondent has experience in developments of similar size and scope as the proposed development.

D. Development Process

The proposal should clearly demonstrate an understanding of the scope and tasks required for the design, financing, and construction of the proposed development and the challenges of successfully completing such a project. To the extent that respondents can demonstrate experience with, and understanding of, the unique challenges of developing the proposed project to achieve the goals and objectives of the District, such information will receive favorable consideration.

E. Project Schedule

The respondent shall describe the proposed project schedule, including key steps and permitting, financing, design, and construction.

F. Financial Reports

The District will only enter into negotiations with entities that possess the necessary financial qualifications to develop the proposed project. The District may require financial and other reports to be submitted.

G. Other Factors

Although there is no obligation to do so, each respondent should feel free to provide a description of other factors not accounted for in the RFP that the respondent believes underscores the respondent's qualifications to undertake the project and what is unique about their development concept.

III. SELECTION PROCESS OVERVIEW AND SELECTION CRITERIA

A. Process Overview

After the deadline for submission of proposals per Section II, above, the proposals will be reviewed by the District's administrative team and thereafter evaluated by the Board of Education. If the District requires interviews, it may interview (a) all respondents or (b) those respondents that the District determines appear most likely to be selected as finalists. Respondents selected to appear for an interview will be notified by phone or electronic mail, or otherwise of the time and place of the interview. After reviewing and evaluating the proposal(s) and possibly conducting interviews, the District will (i) narrow the respondents to a short list to be invited to make a best and final submission, (ii) select a respondent, or (iii) withdraw the RFP at any time.

B. RFP Selection Criteria

The following criteria may be used to evaluate submitted proposals:

- Compatibility with development goals and objectives listed in Section I.C. of this RFP.
- The purchase price of the property.
- The degree to which the respondent demonstrates financial feasibility and capability and the ability to complete the project quickly, including the degree to which the respondent demonstrates access to, and the ability to secure conventional, commercial financing, and identifies available equity and debt sufficient to complete the project.
- The qualifications of the design professionals and technical consultants.
- The respondent's capability to develop projects of similar scope and scale or otherwise relevant facilities in a similar setting.
- Experience, ability, or stated willingness to work cooperatively with the City, nearby residents, public agencies, and the public at large.
- Completeness of development proposal and submission.
- Personal interview, if required.

C. Award of the Project

Based on its evaluation of the proposals as described in this RFP, the District will determine which proposal is most acceptable to the District or, alternatively, that none of the proposals are acceptable. If the District selects a respondent pursuant to this RFP process, the District anticipates that the respondent will enter into a Purchase Agreement relating to the property, which Purchase Agreement may contain development restrictions that will be part of the sale of the property and run with the land. A sample Purchase Agreement and Warranty Deed are contained in Appendix B., Legal, to this RFP. Each respondent should carefully review these legal documents and the respondent's proposal should address any comments or concerns concerning same.

If for any reason the District and the respondent have not agreed upon and executed the Purchase Agreement within thirty (30) days from the date the District selects a successful respondent, then, unless the District in its sole discretion elects to extend the time, the District may, in its sole discretion and without incurring any liability to the tentatively designated successful respondent, terminate or suspend negotiations with the respondent. In such event, the District may,

but shall not be obligated to, proceed to finalize, and execute a Purchase Agreement with another respondent.

D. District Schedule

The District intends to undertake this selection in the most expedient manner possible. At this time, the District anticipates that the process of selecting and designating the qualified developer will be used as follows:

Week of August 8, 2022	Notice placed in newspaper and/or District's website regarding opportunity for submitting proposals.
Wednesday, October 26, 2022	Proposal documents due by 12 p.m., Eastern Time.
October 26, 2022- November 2, 2022	Administrative review and Board/Board subcommittees' review of proposal documents and submits a listing of recommended finalists for Board interviews.
November 2, 2022- November 30, 2022	Board may interview finalists.
November 14, 2022 or December 12, 2022	Board may take final action.

The District reserves the right to adjust or extend the above timelines.

E. Rights of District

The District reserves, holds, and may exercise, at its sole discretion, the following rights, and options with regards to the RFP and the development process:

- To reject, for any reason, including non-compliance with the RFP, any and all responses and components thereof, and elimination of any and all respondents to the RFP from further consideration for the selection.
- To supplement, amend, or otherwise modify the RFP.
- To waive any technicality or non-conformance of the proposals, whether material or otherwise.
- To change or alter the schedule for any events called for in the anticipated selection schedule set forth herein.

- To conduct investigations of any or all of the respondents and/or their responses as the District deems necessary and convenient.
- To clarify the information provided as part of the response, including discussions with contact persons, prior clients, or regulatory agencies and visits to any projects referenced in the response.
- To request additional information to support the information included in any response.
- To decline to select any respondent for any reason.
- To decline to enter into a Purchase Agreement for any reason.
- To abandon this selection process at the District's convenience at any time and for any reason.
- To select a qualified respondent and negotiate a Purchase Agreement and other documents based upon a response that, in the District's sole judgment, best serves the interest of the District, the residents of the District, or the region in general.
- To designate or consult with another agency, group, consultant, individual, or public body to act in its place or on its behalf at any time during the term of the selection process, as is consistent with applicable law.
- To enter into a Purchase Agreement with a respondent, subject to the final adoption of all necessary authorizations.

F. Cost of Preparation

Each response and all required information pursuant to the RFP shall be prepared at the sole cost and expense of the respondent. There shall be no claims whatsoever against the District, its staff, Board of Education, or consultants for reimbursement for payment of costs or expenses incurred in the preparation of a response or other information related in any way to this RFP. Under no circumstances will the District pay any real estate commission.

APPENDIX A

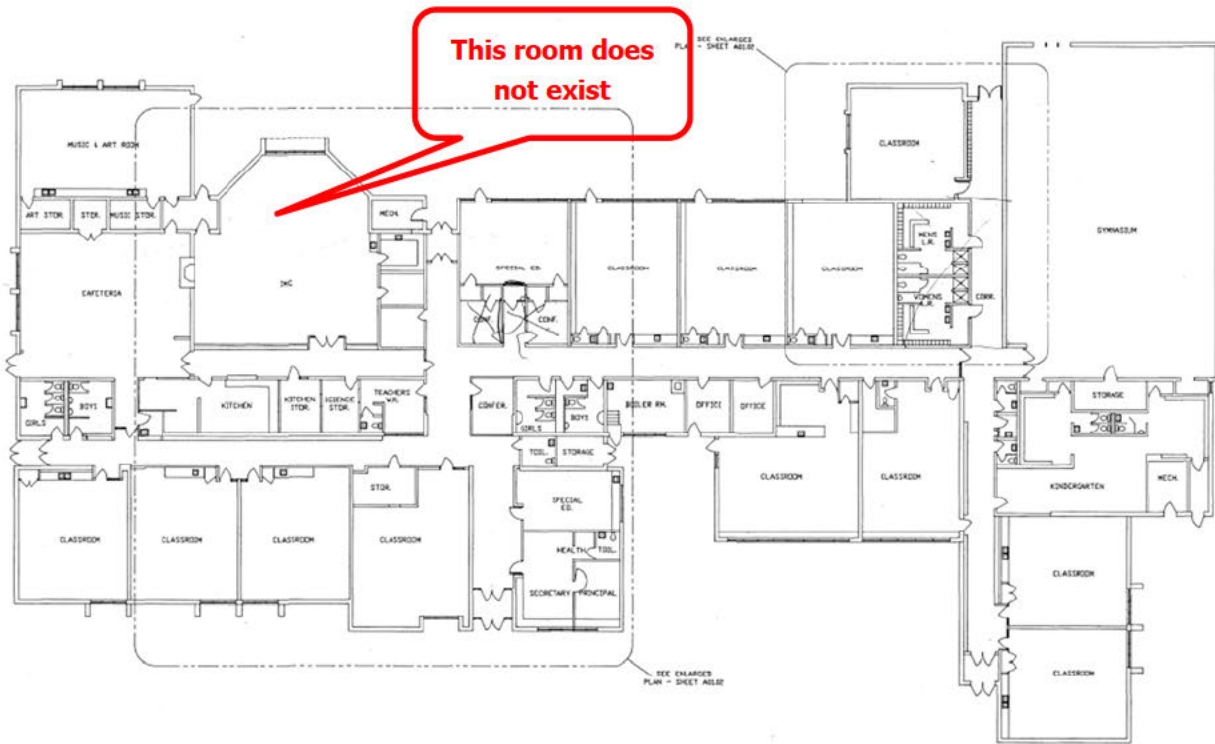
Property and Building Information

	<u>Exhibit</u>
▪ Improvements Description	A-1
▪ Regional Data	A-2
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▪ Asbestos Analyses	A-5

EXHIBIT A-1

Improvements Description

IMPROVEMENTS DESCRIPTION



BERTHA VOSS ELEMENTARY SCHOOL
SCALE: 1/16" = 1'-0"

IMPROVEMENTS DESCRIPTION (continued)

The subject masonry school building originally constructed in 1953 with additions reported built in 1966, 1981, 1987, 1991 and 1992. The building contains 35,320 square feet. The building appears modern and attractive. The exterior is brick veneer and stucco.



West and south sides



South side



Main entrance hall



Office – secretary-reception area

IMPROVEMENTS DESCRIPTION (continued)

There are a total of 15 classrooms, one is intended for kindergarten, two special education rooms, one music & art room and one gymnasium. Additionally, there is a cafeteria with kitchen, maintenance office, two offices areas and secretary area. While some of the building is older, it has been well maintained, has a modern appearance and appears to be in average condition.

The client reported that the mechanical (heating) system is outdated and inefficient.



Typical classroom



Boiler



Gym



Mechanicals

IMPROVEMENTS DESCRIPTION (continued)



Large classroom



Multi-user bath with lockers and showers



Kitchen



Lunch room

IMPROVEMENTS DESCRIPTION (continued)



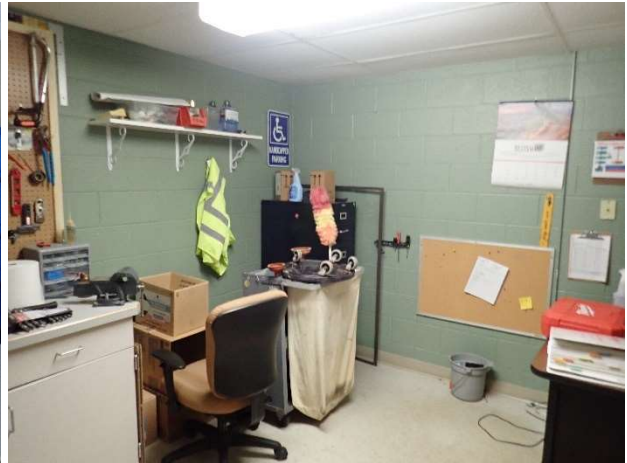
Music – Art room



Large class room



Small classroom



Custodian's office

ADA Statement:

The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in the estimated value of the property.

IMPROVEMENTS (continued)

EXTERIOR

FOUNDATION:	Poured concrete footings, concrete block
FRAME:	Concrete block.
WALLS:	Brick veneer and stucco.
ROOF:	Semi-flat with membrane roof cover
WINDOWS:	Aluminum sash, slider style with insulated glass
INSULATION:	Unknown

INTERIOR

FLOORS:	Vinyl tile and carpeting (some areas may be vinyl-asbestos tile)
WALLS:	Painted drywall and painted block
CEILINGS:	2' x 2' and 2' x 4' suspended acoustical tile
HEAT AND AIR CONDITIONING:	Natural gas fired boiler.
FIRE PROTECTION:	None

The building displays average quality materials and workmanship for its period of construction. The ceilings appear to be 12 feet tall in most areas. The gym is about 23 feet tall. It is estimated that the building's effective age is 20 years.

EXHIBIT A-2

Regional Data

REGIONAL DATA

Grand Traverse County is located in Northwestern Lower Michigan. The county is also located around the Grand Traverse Bay of Lake Michigan. East Bay and West Bay are separated by the Old Mission Peninsula. The area is primarily known for tourism, not only for its beautiful Lake Michigan coastline, but also inland areas, several large lakes and forests. This is also the world leader in cherry production. The Cherry Festival is celebrated every year in July.



Grand Traverse County is truly one of Michigan's wonders on the Great Lakes.

The County also has a diverse economic base, including plastics manufacturing, woodworking, food processing, and medical technology, just to name a few. Traverse City is the county seat.

TRAVERSE CITY

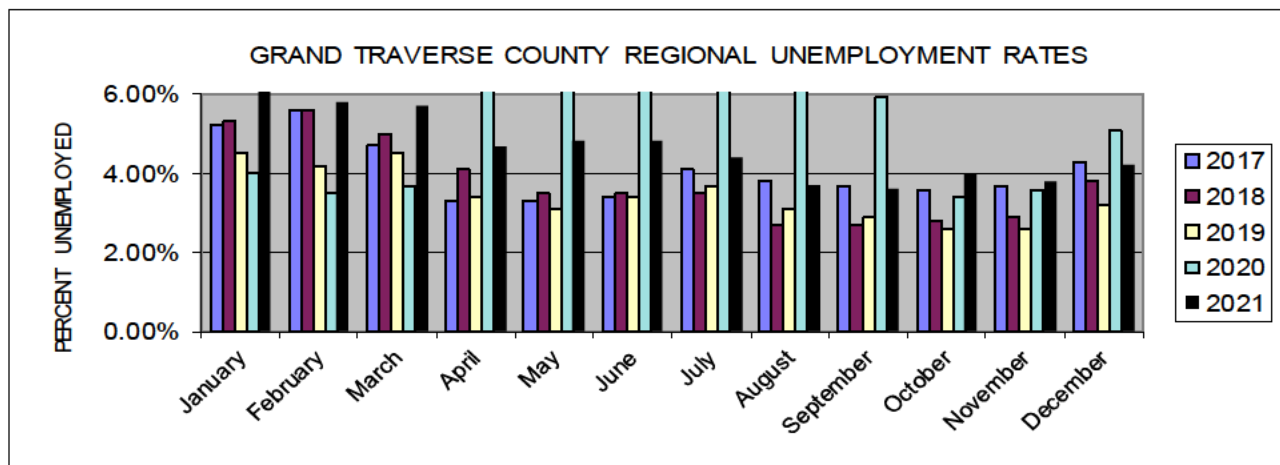
Traverse City is located at the base of East and West Grand Traverse Bay. It is the County Seat of Grand Traverse County. It was incorporated as a village in 1881 and later as a city in 1885.

This area constitutes the largest urban area in the northwestern part of the lower peninsula of Michigan. With the exception of Traverse City, this region is sparsely populated. Grand Traverse County contains a total area of 462 square miles.

REGIONAL DATA (continued)

As of December 2021, the labor force was 47,480 people of which 45,471 were employed; this left 2,009 idled and created Grand Traverse County County's average unemployment rate of 4.20%. This average jobless rate was higher than the years 2018-2019; but was lower than 2017 and 2020 for the same period. The rate in 2020 was due to the COVID-19 pandemic. *(These rates are Not Seasonally Adjusted.)* Source: milmi.org

The ten-week summer season is an especially busy time of the year for tourism. The National Cherry Festival is in the second week of July. This nationally known festival brings over 300,000 people into the area, every year. The Traverse City Film Festival has become huge draw to the area. Statistical annual information for Grand Traverse County for is in the following charts.



The following information shows the recent annual employment statistics for the county.

YEAR	2017	2018	2019	2020	2021
Grand Traverse County					Dec
Total Labor Force:	48,862	49,325	48,897	47,167	47,480
Employed:	46,765	47,464	47,348	44,752	45,471
Unemployed:	2,097	1,861	1,549	2,415	2,009
Unemployment Rate:	4.3%	3.8%	3.2%	5.1%	4.2%

milmi.org

The next chart shows how Michigan's jobless rate compares with the National unemployment rate.

		UNEMPLOYMENT RATE													
	Annual 2019	Annual 2020	Jan-21	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec-21	
MI	3.9%	7.5%	5.7%	5.2%	5.1%	4.9%	5.00%	14.8%	4.8%	4.7%	6.3%	6.1%	5.9%	5.6%	
US	3.5%	6.7%	6.3%	6.2%	6.0%	6.1%	5.80%	11.10%	5.40%	5.20%	4.80%	4.60%	4.20%	3.90%	

milmi.org Seasonally Adjusted

REGIONAL DATA (continued)

The business employment by sector is broken into the categories below. There are 76,666 estimated civilian employees aged 16+ in Grand Traverse County. The Manufacturing and Service Industries make up the majority of the employers in the county.

Grand Traverse County 2021 Estimated Employed Civilians Aged 16+	Percentage of Employees Per Industry
Agriculture; Forestry; Fishing; Hunting	0.3%
Mining	0.2%
Utilities	0.2%
Construction	4.4%
Manufacturing	7.4%
Wholesale	2.4%
Retail Trade	15.1%
Transportation; Warehousing	1.8%
Information	1.7%
Finance; Insurance	2.7%
Real Estate; Rental; Leasing	1.6%
Professional, Scientific; Technical Services	5.3%
Management of Companies; Enterprises	0.0%
Administration; Support; Waste Management Services	1.9%
Educational Services	4.4%
Health Care; Social Assistance	29.3%
Arts; Entertainment; Recreation	2.8%
Accommodation; Food Services	10.6%
Other Services	1.1%
Public Administration	2.9%
Unclassified Establishments	0.9%
TOTAL EMPLOYEES AGED 16+	76,666

ccim stdbonline 7/2021

REGIONAL DATA (continued)

Following, is a list of the principle employers in Grand Traverse County, as well as a list of the other major employers in the county.

Major employers in the Grand Traverse Region (400+ employees):

- Munson Medical Center
- Traverse City Area Public Schools
- Northwestern Michigan College
- Travesre Bay Intermediate School District
- Grand Traverse Resort & Spa
- Interlochen Center for the Arts
- Grand Traverse County Government
- Grand Traverse Pavilions
- Tyson Foods
- Hagerty Insurance
- Britten Banners

Notable multimodal businesses in the Grand Traverse region:

- Grand Traverse Pie Company
- Frontier Computer Corporation
- Salamander Technologies
- eFulfillment Service
- Shoreline Fruit
- Clark Manufacturing
- Lead Screws International
- Cherry Republic
- Electro-Optics Technology, Inc.
- Quantum Sails
- Skilled Manufacturing
- Century, Inc.

Source: www.northernnexus.org 11/13/2020

REGIONAL DATA (continued)

Major employers in the Grand Traverse Region (400+ employees):

- Munson Medical Center
- Traverse City Area Public Schools
- Northwestern Michigan College
- Travesre Bay Intermediate School District
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- Cherry Republic
- Electro-Optics Technology, Inc.
- Quantum Sails
- Skilled Manufacturing
- Century, Inc.

REGIONAL DATA (continued)

According to the 2000 population census, Grand Traverse County experienced a population increase from 1990 to 2000 of 20.8%, for a total county population of 77,654. The population for the county is projected to continue to increase.

Grand Traverse	POPULATION STATISTICS				
	1990	2000	2010	2021	2026
	CENSUS	CENSUS	CENSUS	ESTIMATE	ESTIMATE
Total Population	64,273	77,654	86,986	96,344	101,545
Median Age	33.2	37.6	41.3	43.7	44.2
Total Households	23,965	30,396	35,328	40,105	42,416
Male Population	31,303	37,864	42,952	47,113	49,748
Median Age	U/A	36.3	39.6	42.0	42.6
Female Population	32,970	39,790	44,034	49,231	51,797
Median Age	U/A	38.8	43.1	45.4	45.9

Source: CCIM stdbonline 7/2021

The population figures presented, are for the permanent population only. During the summer months, the population increases substantially. This illustrates how important tourism is to the local economy.

The area continues to grow at a brisk pace. An article in the March 9, 2000 Traverse City Record Eagle noted that the 13 county region (referred to as northwest Lower Michigan) grew 26.5 percent from 1990 to 1999. It was the fastest growing area in Michigan, according to estimates released by the U.S. Census Bureau. Statewide, population growth climbed only 6.1 percent over the same decade.

	1990	2000	2010	2021	2026
POPULATION				ESTIMATE	ESTIMATE
MICHIGAN	9,295,304	9,938,444	9,883,640	10,105,078	10,211,228
UNITED STATES	248,710,012	281,421,906	308,745,538	333,934,112	345,887,495

Source: CCIM stdb online 7/2021

The data reflects estimated household income in 2010 for persons 15 years and older. It includes income from wages or salary, net self-employment, interest dividends, rentals or royalties, Social Security, Retirement, Disability and welfare. Household income is the total for all persons over age 15 in the household. Median household income is the income where half of all households in an area have a larger income and half have a smaller income.

Grand Traverse County	HOUSEHOLD INCOME			
	1990	2000	2021	2026
	CENSUS	CENSUS	ESTIMATE	ESTIMATE
Median HH Income	\$29,034	\$43,354	\$63,700	\$68,857
Average HH Income	\$35,138	\$55,621	\$86,807	\$95,449
Per Capita Income	\$13,289	\$22,111	\$36,162	\$39,895
Median Home Value	\$66,651	\$123,327	\$239,483	\$267,164
Average Home Value	\$81,302	\$156,006	\$303,720	\$335,419

stdbonline.esri.com/ 7/2021

REGIONAL DATA (continued)

This area of Michigan has become known as the Gold Coast because of its many miles of sandy beaches on Lake Michigan. Traverse City qualified as an All American City for 1983 - 1984.

Michigan has long been known as an attractive area for vacations. This is especially true of the northwest portion of the state. This region has become a four-season recreational area. Fishing is available almost all year long in the many lakes, rivers and streams. Skiing and snowmobiling are winter attractions. Morel mushroom hunting is a famous spring event. Summer is the prime tourist season with boating, fishing and many other water related activities and tourist festivals. The fall offers color tour season and hunting season.

Traverse City is generally considered a destination resort area. Tourism continues to grow in the region. According to information obtained from the Grand Traverse Convention and Visitors Bureau, there are approximately 80 motels in the general area and there are approximately 5,000 rooms available.

RETAIL

Traverse City is the center for retail activity in northwestern Michigan. Traverse City's downtown area is small, but healthy economically. Many of the stores in this area tend to be specialty shops, catering to tourists. Cherryland Center is located just south of the Traverse City CBD. The Mall contains approximately 450,000 square feet of space.

The Grand Traverse Mall is located at the intersection of US-31 and South Airport Road, in Garfield Township. It contains about 600,000 square feet. J.C. Penney and Target opened stores in the fall of 1991. Marshal Fields (formerly Hudson's) opened in the summer 1992 and was converted to Macy's in 2007. The first interior retail stores opened in the spring 1992. This mall is a regional mall and is larger than the Cherryland Mall.

The former Horizon Outlet Mall that opened in the fall of 1990, has been recently redeveloped. It is located along US-31, north of the Grand Traverse Mall. It is the location of the new multi-screen movie theater, a new grocery store, and is developed with a new box store for Hobby Lobby.

In 2004, Kohl's store opened, it is located between the former Horizon Outlet Mall and The Great Wolf Lodge. This shopping complex includes Bed Bath & Beyond and a Michael's craft store.

The Traverse city CBD is economically healthy and vibrant. The retail stores are mostly specialty shops. Many cater to tourists. Common office tenants are mostly local service businesses. Few retail vacancies exist in the CBD. Most off-season vacancies are filled by summer. This is a healthy commercial market with primary demand for and shortage of grade level retail stores.

REGIONAL DATA (continued)

OTHER SERVICES

Farming has been a stable industry in this area since before the turn of the century. A large percentage of the area's acreage is devoted to orchards. Tart cherries are the primary product. There are also some dairy farms.

A limited amount of acreage is used for wheat, hay, feed corn and other grains. While many acres are devoted to farming, there are still many acres of woodlands. The cutting of the pine forests for lumber in the early 1900s has now allowed the forests to rejuvenate themselves and become climax forests of prime hardwood. A considerable amount of the forest land is owned by the state and federal government. The governments are improving the forests and allowing some harvesting. These public lands attract many tourists each year for hunting and camping.

There is some manufacturing in the region. A large portion of manufacturing plants serviced the automobile assembly plants in southeastern Michigan. Many plants are closing.

HOSPITAL

The beginnings of Munson Medical Center can be traced to James Decker Munson, MD, who donated a boarding house for use as a community hospital in 1915. Later to become known as Munson Medical Center, the hospital was northern Michigan's first general hospital, and was organized as the hospital division of the State Psychiatric Hospital. Through the years, Munson Medical Center has grown and improved services, including the first open-heart surgery on July 3, 1990.

Repeatedly named one of the top 100 hospitals in the country, Munson Medical Center is a regional referral center, serving patients from 32 counties. With 391-inpatient beds, Munson is the largest hospital in northern Michigan. Munson has some of the most widely respected medical specialists in the country, with nearly 400 physicians representing 41 specialties. Located in Traverse City, Munson Medical Center reaches out by providing local specialty clinics in many communities throughout the region.

In 2003, Munson opened a Hospitality House for out-of-town families with critical care patients staying at the hospital. The Hospitality House was formerly part of the Traverse City State Hospital. This area is currently being developed into many different uses including restaurants and shops.

REGIONAL DATA (continued)

MARKETING AREA

There had been a lot of residential construction activity in the area until 2006. Most activity was centered in the four townships surrounding Traverse City. There is a slow transition along some of the busier roads in the city from older single-family residences (built around the turn of the century) to assemblages for new offices and retail stores.

The marketing area is from Grand Traverse Bay, 100 miles southwest of the Mackinac Bridge to the upper peninsula of Michigan; 148 miles north of Grand Rapids; 241 miles northwest of Detroit and 310 miles northeast of Chicago; and 170 miles northwest of Lansing, the state's capital.

The major roads in the area are US-31, the major north/south road along the westerly side of the state; M-22, a scenic road along the Lake Michigan shoreline; M-37, a less significant, but straighter north/south inland road; M-72, the major east/west road running from Empire on the west to Grayling and I-75 toward the middle of the state and on to the east. All of these roads are paved two lanes wide with gravel shoulders. There are exceptions within urban areas and the occasional passing lane.

The closest expressway is US-131 east of Kingsley. This is the route to the south; Grand Rapids and Chicago. There is a long range plan to continue the expressway northward and no plan to bring the road as far west as Traverse City.

The regional airport, Cherry Capital, is located in Traverse City. It is serviced by a number of feeder airlines which are affiliated with major airlines. They generally will coordinate their schedules so the passenger can continue to their destination after a stop at a hub airport. Nonstop flights are available to Grand Rapids, Minneapolis, Lansing, Saginaw, Detroit, Chicago and Milwaukee. Recently the airport underwent a major construction project on a new terminal and more runways.

Lake Michigan provides clear, clean water for recreation and consumption. The proximity of this much water helps to moderate temperatures in the area.

Grand Traverse County			
	%	SQ. MILES	KM
Total Area	100.00%	601.13	1,557
Land	77.37%	465.07	1205
Water	22.63%	136.06	352
Michigan		58,110 SQ. MILES	
United States		3,531,905 SQ. MILES	

wikipedia.org/wiki/Grand_Traverse_County,_Michigan

REGIONAL DATA (continued)

Grand Traverse County is governed by a nine member partisan elected Board of Commissioners. There is an appointed County Coordinator who takes care of daily operations of the county.

Traverse City is governed by a seven member non-partisan commission. The City Commission consists of six members and the Mayor who are elected at large. The six members of the City Commission have four-year terms each and the Mayor has a two-year term of office. The Mayor is a voting member of the City Commission. The City Commission annually meets and chooses one of its members as a Mayor Pro Tem. The Mayor Pro Tem holds the office for one year. The city is operated by an appointed manager.









The city and three adjacent townships operate sewer and water systems. The city and these townships also cooperate in a metro fire department and a central dispatch. In addition, each of the municipalities operates its own fire department. Within the city limits there are three police departments; the City Police, the County Sheriff and the State Police.

The city and the Traverse City Area Industrial Fund have promoted industrial development by constructing local industrial parks. One park is located adjacent to the Cherry Capital Airport in Traverse City and another is located in Garfield Township, about two miles south of the city limits.

Air service

- Grand Traverse County is served by Cherry Capital Airport, which is located near Traverse City.

Highways

-  US 31
-  US 131
-  M-22
-  M-37
-  M-72
-  M-113
-  M-137
-  M-186

Grand Traverse County		
DISTANCES	MILES	KM
Chicago	300	482
Cleveland	410	659
Detroit	250	402
Indianapolis	380	611
Lansing	180	289
Pittsburgh	525	844

ref.michigan.org/medc/miinfo/places/

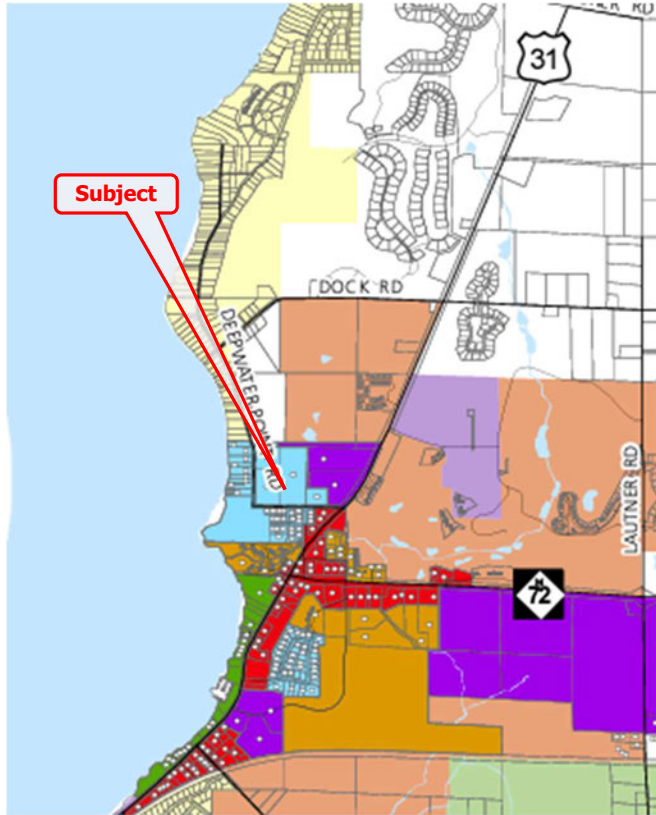
EXHIBIT A-3

Zoning Ordinance

ZONING

ACME TOWNSHIP Zoning Districts

Data Source: Acme Township, Michigan CGI Data Library



Regulated Zoning Districts:

- R-1: One-Family Forest & Coastal
- R-2: One-Family Urban Residential
- R-3: Urban Residential
- R-1MH: Mobile Home Residential
- B-3: Planned Shopping Center
- B-4: Material Processing & Warehousing
- A-1: Agricultural

FBC Regulated Zoning Districts:

- SFN: Single Family Neighborhood
- MHN: Mixed Housing Neighborhood
- CS: Corridor Shoreline
- C: Corridor Commercial
- CF: Corridor Flexible
- Building in Parcel (refer Section 6.6.2.5)

The subject is located in the SFN Single Family Neighborhood district.

ZONING (continued)

THE FOLLOWING IS FROM THE ACME TOWNSHIP DRAFT ORDINANCE

SFN (Single Family Neighborhood)	
Intent	Recognizing existing residential neighborhoods which are based on suburban site and building design standards. These neighborhoods are not quite rural and typically are found on the fringe of most urban areas. Lot size can range up to one acre in size and density can vary from ½ unit per acre to 2-3 units per acre.
Distinguishing Characteristics	Primarily single family residential with walkable development pattern and pedestrian facilities, dominant landscape character. Includes scattered commercial uses that support the residential uses, and connected in walkable fashion.
General Character	Detached buildings with landscaped yards, normally adjacent to other residential and some commercial establishments.
Desired Form	Residential
Building Placement	Varying front and side yard setbacks
Frontage Types	Residential uses include lawns, porches, fences and naturalistic tree planting. Commercial uses front onto thoroughfare.
Typical Building Heights	1 to 2 story.
Type of Public Open Space	Parks along East Bay
Transit (Where Available)	BATA / TART

A. Dimensional Requirements:

SFN - SINGLE FAMILY NEIGHBORHOOD DISTRICT	
LOT OCCUPATION	STANDARD
Minimum Lot Width	100 feet
Minimum Lot Area	10,000 square feet
Maximum Lot Coverage	30%
Maximum Impervious Surface	35%
Base Density	2.9 dwelling units / acre
PRINCIPAL BUILDING	STANDARD
Front Setback	30 feet
Side Setback	10 feet
Rear Setback	20 feet
Maximum Height	2.5 stories - not to exceed 38 feet
Minimum Ground Floor Livable Floor Area	500 square feet
Minimum Floor Area / Unit	---
ACCESSORY BUILDING	STANDARD
Permitted Location	Side or rear yard for non-waterfront properties; Front or side yard for waterfront properties
Front Setback	15 feet for waterfront properties
Side Setback	10 feet
Rear Setback	10 feet
Principal Building Setback	10 feet
Maximum Height	24 feet
Maximum Ground Floor Area (cumulative)	≤ principal building
PARKING	STANDARD
Permitted Location	Front, side or rear yard
Front Setback	30 feet
Side Setback	10 feet
Rear Setback	10 feet

B. Additional Requirements:

1. Waterfront parcels in the SFN - Single Family Neighborhood District shall meet the requirements of waterfront properties in Article 4.

ZONING (continued)

THE FOLLOWING IS FROM THE ACME TOWNSHIP DRAFT ORDINANCE

ARTICLE 3 Regulated Uses and Dimensions

3.2 REGULATED USES TABLE

REGULATED USES	ZONING DISTRICTS									
	AG	SFR	SFN	MHN	RMH	CS	C	CF	LIW	
Adult Daycare Facilities							P	P		
Agricultural Assembly Space	S*									
Agricultural Processing Facility	P									P
Agricultural Tourism < 5 acres	S*									
Agricultural Tourism > 5 acres	P*									
Airports or Airfields	S									
Amusement Parks								S	S	
Assembly Facilities:										
- Principal Use							P	P	S	
- Accessory Use	P	P	P	P	P	P	P	P	P	P
Assisted Living Facilities				P			P	P		
Automobile Repairs, Major										S*
Automobile Repairs, Minor							P*			P*
Automobile Sales & Rentals										P
Automobile Service Stations							S*			S*
Bars, Taverns, Lounges							P	P		
Breweries	S									S
Business Services							P	P	P	
Campgrounds	S*									
Catering Services							P	P	P	
Cemeteries	P	P	P							
Central Cleaning Facilities										S
Childcare Centers							P	P		
Community Kitchen	P						P	P		
Computing & Data Processing Centers							P	P		
Contractor Retail Establishments										P
Contractor Storage Yards										P*
Cultural Institutions	P			P			P	P		
Customary Agricultural Operations	P	P*	P*	P*	P*	P*	P*	P*	P*	P*
Distilleries	S									S
Domestic Pet Services	P						P	P	P	
Drive-In or Drive-Through Services							S	S		
Dwelling Units Above 1st Floor							P	P		
Commercial										
Educational Institutions	P	P	P	P		P	P	P		
Equestrian Arena, Commercial	S*									
Equipment Rental Establishments										P
Extractive Industries	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*
Farm Markets	S									
Financial Services							P	P		
Food Production										P
For-Profit Educational Institutions							P	P	P	
Freight Terminals										P
Golf Facilities	S*	S*								
Greenhouses & Nurseries										P
Health Care Services & Clinics							P	P		
Home Occupations	P*	P*	P*	P*	P*	P*	P*	P*		
Hospitals								S		
Hotels, Less Than 120 Rooms							P	P		
Hotels, More Than 120 Rooms							S	S		
Industrial Parks (as a planned development)										S**

P: Permitted Use S: Special Use *: Use With Supplemental Standards **: Land Development Options

ZONING (continued)

THE FOLLOWING IS FROM THE ACME TOWNSHIP DRAFT ORDINANCE

ARTICLE 3 Regulated Uses and Dimensions

REGULATED USES	ZONING DISTRICTS								
	AG	SFR	SFN	MHN	RMH	CS	C	CF	LIW
Kennels	S*								S*
Livestock Auction Yards	S*								
Live/Work Units							P	P	P
Manufactured Homes					P				
Manufactured Home Parks					S**				
Manufacturing, Light									P
Mannas						S			
Medical Marijuana Establishments:									
- Grower	P*								P*
- Processor	P*								P*
- Provisioning Center							P*		P*
- Safety Compliance Facility									P*
- Secure Transporter									P*
Micro Breweries	P*						P*	P*	
Mixed Use Developments:									
Multiple Family Dwellings				P			P	P	
Open Space Preservation Developments	S**	S**	S**	S**	S**				
Outdoor Service (accessory to a principal use)							P*	P*	
Personal Services							P	P	
Personal Wireless Service Facilities	S*	S*	S*	S*	S*	S*	S*	S*	S*
Professional Services							P	P	P
Public or Private Off-Street Parking							S	S	
Public Transit Stops	P	P	P	P	P	P	P	P	P
Public Uses:									
- Critical	P	P	P	P	P	P	P	P	P
- Essential	P	P	P	P	P	P	P	P	P
- Supporting	P	P	P	P	P	P	P	P	P
Recreational Facilities							P*	P*	P*
Recycling Collection Stations	P	P	P	P	P	P	P	P	P
Recycling Facilities									P
Religious Institutions	S*	S*	S*	S*			P*	P*	
Research & Development Centers								P	P
Restaurants							P	P	
Retail Establishments:									
- Department								S	
- Food & Beverage							P	P	
- General							P	P	
- Products Produced On-Site							P	P	P
Riding Stables	S*								
Private Clubs & Fraternal Organizations						P	P	P	
Self-Storage Facilities									P*
Sexually Oriented Businesses								S*	S*
Single Family Detached Dwellings	P	P	P	P	P	P			
Solar Energy Farms	S*								S*
Small Distilleries	P*						P*	P*	
Small Wineries	P*						P*	P*	

P: Permitted Use S: Special Use *: Use With Supplemental Standards **: Land Development Options

EXHIBIT A-4

Village Assessing Information

3723 SHORE RD WILLIAMSBURG, MI 49690 (Property Address)

Parcel Number: 01-300-004-00



Property Owner: TRAVERSE CITY AREA PUBLIC SCH

Summary Information

> Assessed Value: \$0 | Taxable Value: \$0 > Property Tax information found

Parcel is Vacant

Owner and Taxpayer Information

Owner TRVERSE CITY AREA PUBLIC SCH **Taxpayer** SEE OWNER INFORMATION
 BERTHA VOS ELEMENTARY
 3722 SHORE RD
 WILLIAMSBURG, MI 49690

General Information for Tax Year 2022

Property Class	201 COMMERCIAL-IMPROVED	Unit	01 ACME TOWNSHIP
School District	TRAVERSE CITY SCHOOL DIST.	Assessed Value	\$0
MAP #	2810-3441	Taxable Value	\$0
USER NUM IDX	0	State Equalized Value	\$0
USER ALPHA 1	No Data to Display	Date of Last Name Change	03/03/2003
USER ALPHA 3	No Data to Display	Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
USER ALPHA 2	No Data to Display	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2023	0.0000 %	-
2022	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2021	\$0	\$0	\$0
2020	\$0	\$0	\$0
2019	\$0	\$0	\$0

Land Information

Zoning Code	SFN	Total Acres	7.370
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	EXEMPT PARCELS	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

LTS 3-4-5-6 BLK 8, ALL BLK 9 & 12, LTS 3-4-5-6 BLK 13 & ALL VAC ST'S & ALLEYS BOUND BY BLK'S 8-9-12-13 VILLAGE OF ACME

Land Division Act Information

Date of Last Split/Combine	No Data to Display	Number of Splits Left	Not Available
Date Form Filed	No Data to Display	Unallocated Div.s of Parent	0
Date Created	01/01/0001	Unallocated Div.s Transferred	0

Acreage of Parent	0.00	Rights Were Transferred	Yes
Split Number	0	Courtesy Split	No
Parent Parcel	<i>No Data to Display</i>		

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
No sales history found.							

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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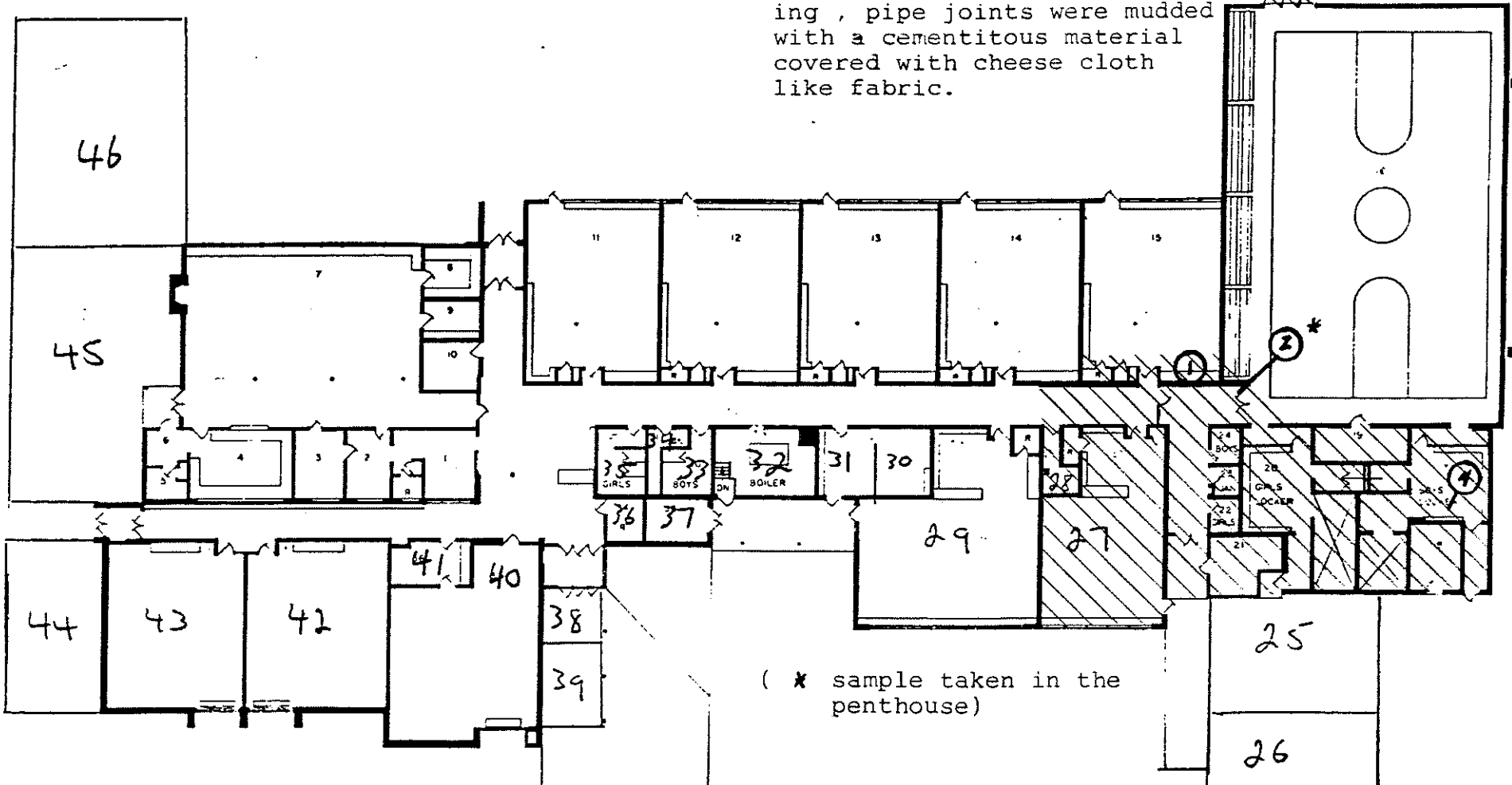
EXHIBIT A-5

Asbestos Analyses

HA# A

Pipe insulation joints (75 LF)

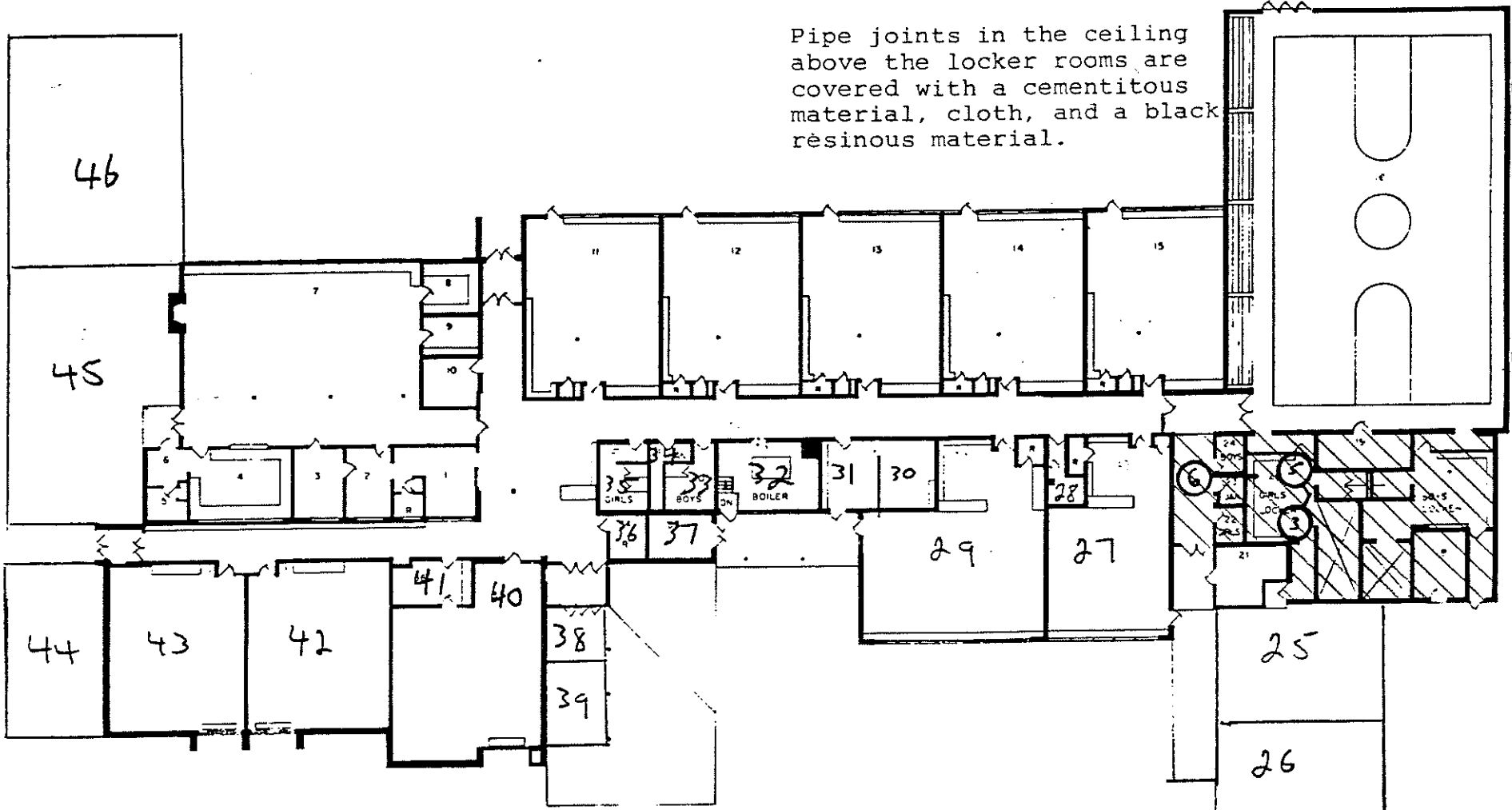
In the gym area of the building , pipe joints were mudded with a cementitious material covered with cheese cloth like fabric.



(* sample taken in the penthouse)

BERTHA VOS ELEMENTARY SCHOOL

Pipe joints in the ceiling above the locker rooms are covered with a cementitious material, cloth, and a black resinous material.



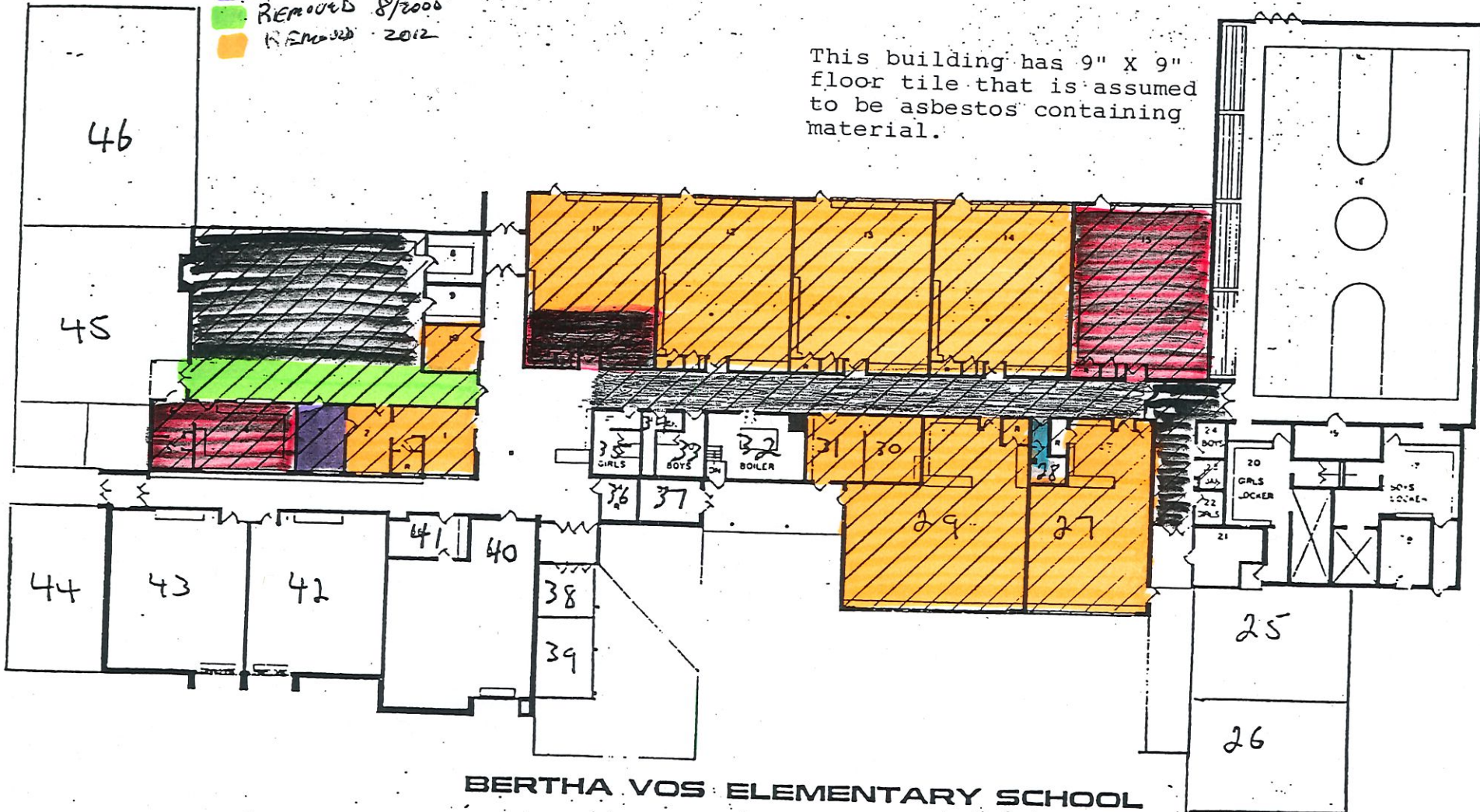
BERTHA VOS ELEMENTARY SCHOOL

HA# K

9 inch Floor Tile (13,104.SF)

-  Removed 8/91
-  Removed 8/92
-  Removed 7/95
-  Removed 9/96
-  REMOVED 8/2000
-  REMOVED 2012

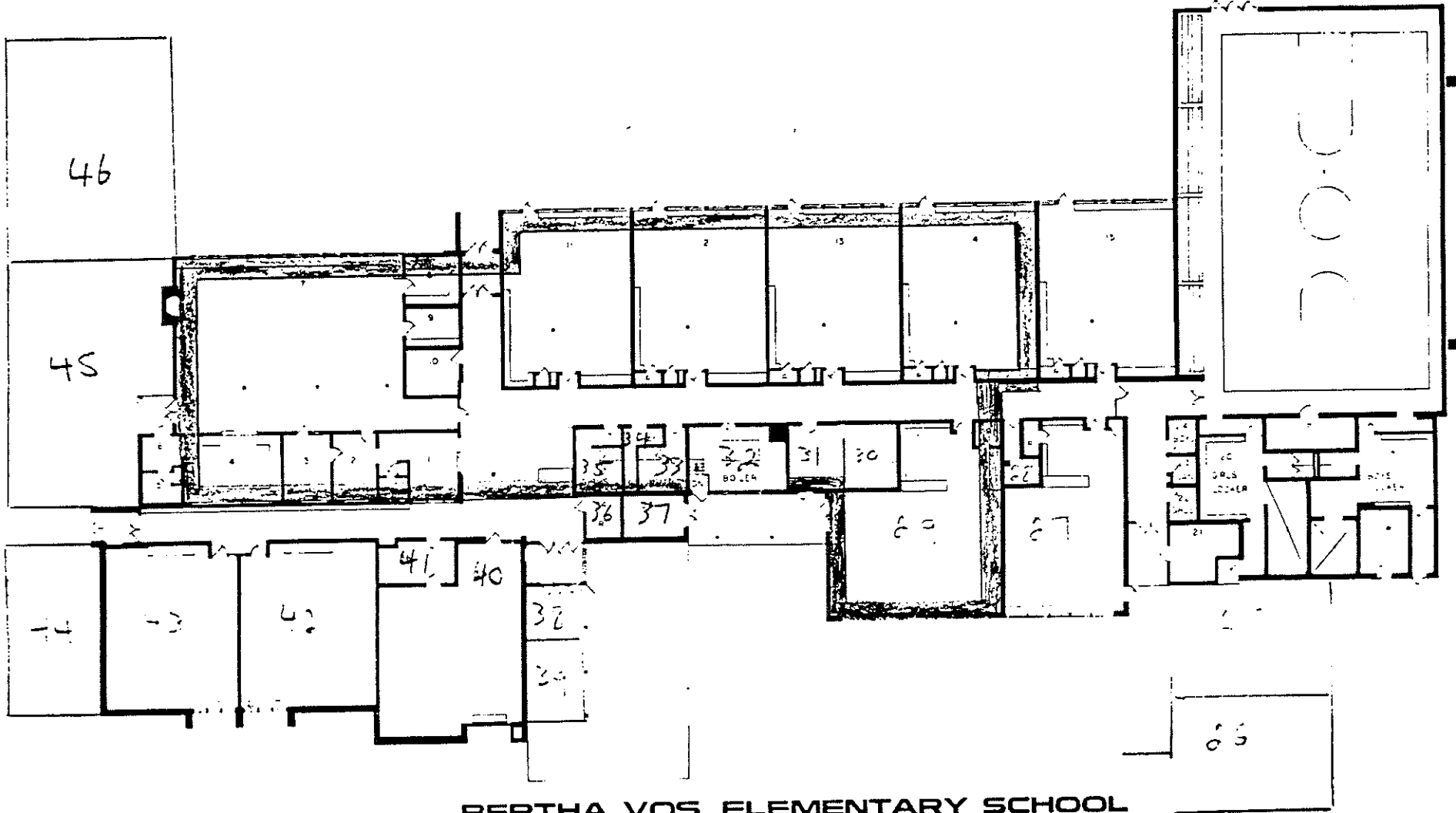
This building has 9" X 9" floor tile that is assumed to be asbestos containing material.



BERTHA VOS ELEMENTARY SCHOOL

HA #0

Pipe Insulation- Tunnels (1030 LF)



BERTHA VOS ELEMENTARY SCHOOL

TRAVERSE CITY AREA PUBLIC SCHOOLS

FG BOX 32
TRAVERSE CITY, MICHIGAN 49664

8 0 8 4 24 32

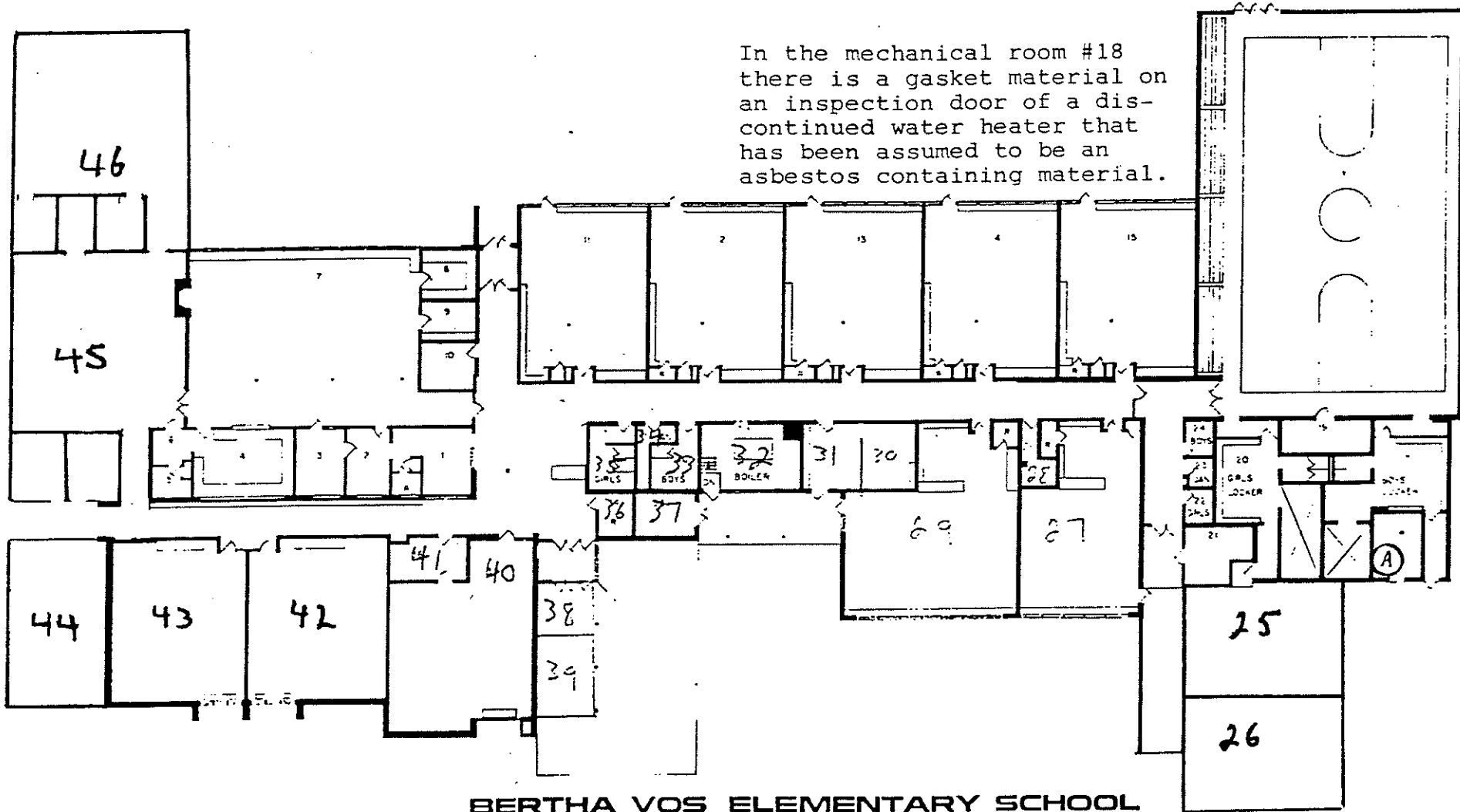
REVISION
9-25-17

2/2

HA #U

Gasket Material- Room #18 (0.2 SF)

In the mechanical room #18 there is a gasket material on an inspection door of a discontinued water heater that has been assumed to be an asbestos containing material.



BERTHA VOS ELEMENTARY SCHOOL

TRAVERSE CITY AREA PUBLIC SCHOOLS

PO BOX 32
TRAVERSE CITY, MICHIGAN 49684

1 0 1 5 21 32

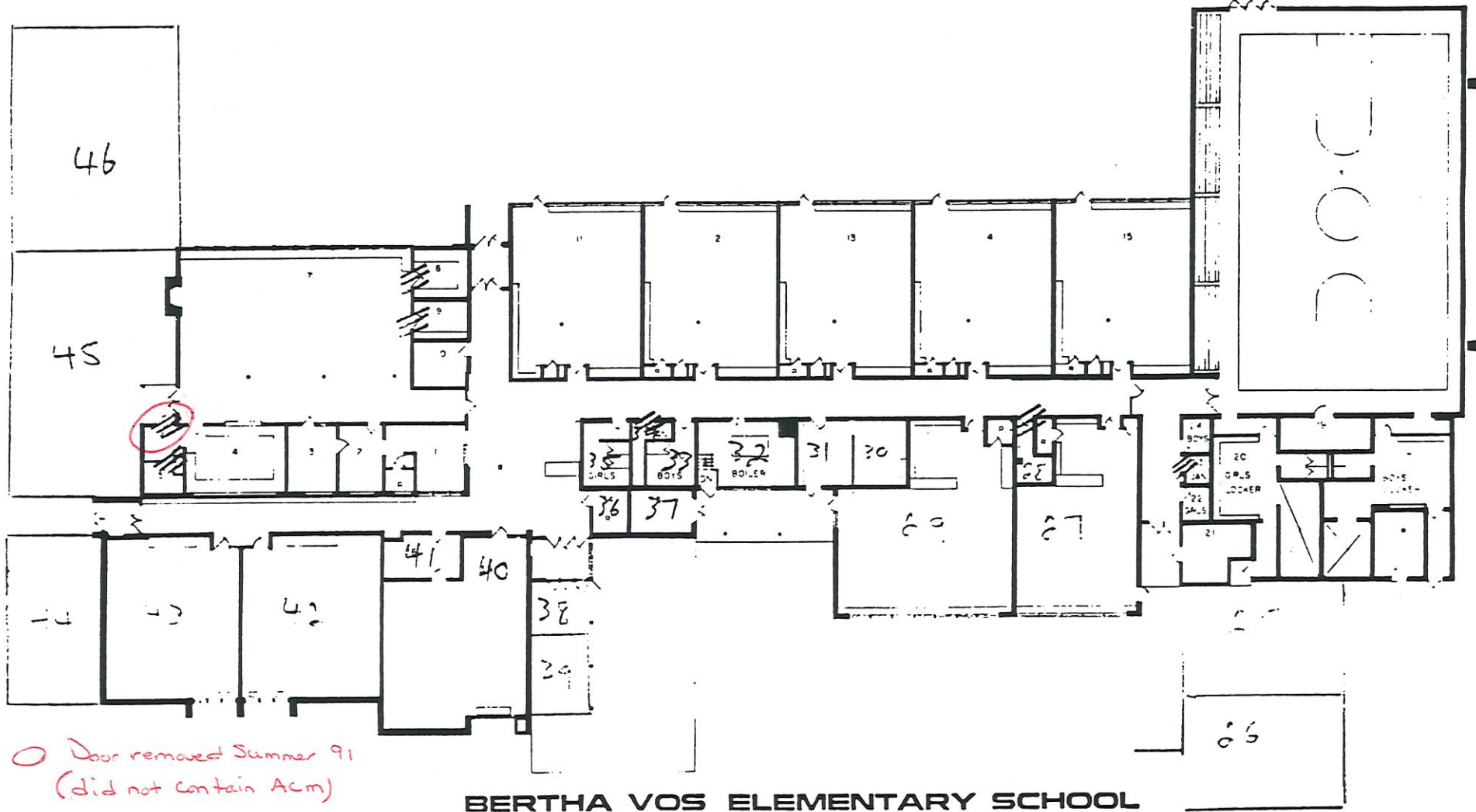
Revised
11-20-87

2/2

HA # X

Labeled Fire Doors

(147 SF)



BERTHA VOS ELEMENTARY SCHOOL

TRAVERSE CITY AREA PUBLIC SCHOOLS

PO BOX 32
TRAVERSE CITY, MICHIGAN 49684



REVISED 9-25-87

LEA Name Traverse City Area Public Schools
SB# Bertha Vos

Laboratory Information

1. Laboratory Name

Midwestern Testing Labs, Inc.

2. Laboratory Address

Street	City	State	Zip
54 1/2 North Main	Fairfield	IA	52556

3. Analyst Name

Last	First	M.I.
Greenley	Dennis	S.

4. Analyst Signature

Date

Dennis S Greenley 1-30-89

5. Applicable Requirements Statement

Midwestern Testing Labs, Inc. is currently accredited to perform bulk analysis of asbestos samples under the Environmental Protection Agency's Interim Accreditation Program and is participating in the NIST NVLAP accreditation program. All analyses are performed by polarized light microscopy according to the protocol established by the 1982 EPA rule, 40 CFR 763, sub-part F, appendix A.



MIDWESTERN TESTING LABS, INC.

54 1/2 NORTH MAIN STREET
P.O. BOX 1657
FAIRFIELD, IOWA 52556
(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV. 1*	" 2	" 4			
MTL Lab Number		023-008	NA	NA			
Sample Color		white					
Asbestiform	Chrysotile	25					
	Amosite						
	Crocidolite						
Total Asbestiform,%:		25					
Fibrous	Fibrous glass						
	Cellulose	10					
	Mineral Wool	40					
	Synthetic	1					
Total Fibrous,%:		51					
Total Non-fibrous,%:		49					

* Subsamples of inhomogeneous samples are analyzed separately, but the results are reported as a percentage of the whole sample. (Floor tile and associated mastic are routinely reported separately.)

Certified Analyst

Dennis S. Greenley



MIDWESTERN TESTING LABS, INC.

54 1/2 NORTH MAIN STREET
P.O. BOX 1657
FAIRFIELD, IOWA 52556
(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 3*	" 5	" 6			
MTL Lab Number		023-011	NA	NA			
Sample Color		gray					
Asbestiform	Chrysotile	35					
	Amosite						
	Crocidolite						
Total Asbestiform,%:		35					
Fibrous	Fibrous glass						
	Cellulose	5					
	Mineral Wool	40					
	Synthetic						
Total Fibrous,%:		45					
Total Non-fibrous,%:		55					

* Subsamples of inhomogeneous samples are analyzed separately, but the results are reported as a percentage of the whole sample. (Floor tile and associated mastic are routinely reported separately.)

Certified Analyst

Dennis S Greenley



MIDWESTERN TESTING LABS, INC.

54 1/2 NORTH MAIN STREET
P.O. BOX 1657
FAIRFIELD, IOWA 52556
(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 7*	" 8	" 9			
MTL Lab Number		023-014	023-015	023-016			
Sample Color		gray	gray	gray			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND			
Fibrous	Fibrous glass						
	Cellulose	10	10	15			
	Mineral Wool	70	75	70			
	Synthetic	2		2			
Total Fibrous,%:		82	85	87			
Total Non-fibrous,%:		18	15	13			

* Subsamples of inhomogeneous samples are analyzed separately, but the results are reported as a percentage of the whole sample. (Floor tile and associated mastic are routinely reported separately.)

Certified Analyst

Dennis S Greenley



MIDWESTERN TESTING LABS, INC.

54 1/2 NORTH MAIN STREET
P.O. BOX 1657
FAIRFIELD, IOWA 52556
(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 10	" 11	" 12	" 13	" 14	" 15
MTL Lab Number		023-017	023-018	023-019	023-020	023-021	023-022
Sample Color		gray	gray	gray	gray	gray	gray
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND	ND	ND	ND
Fibrous	Fibrous glass						
	Cellulose	35	30	40	40	40	40
	Mineral Wool	35	35	30	30	30	30
	Synthetic			1			
Total Fibrous,%:		70	65	71	70	70	70
Total Non-fibrous,%:		30	35	29	30	30	30

* Subsamples of inhomogeneous samples are analyzed separately, but the results are reported as a percentage of the whole sample. (Floor tile and associated mastic are routinely reported separately.)

Certified Analyst

Dennis S Greenley



MIDWESTERN TESTING LABS, INC.

54 1/2 NORTH MAIN STREET
P.O. BOX 1657
FAIRFIELD, IOWA 52556
(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023 B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV					
		16*					
MTL Lab Number		023-023					
Sample Color		gray					
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND					
Fibrous	Fibrous glass						
	Cellulose	40					
	Mineral Wool	30					
	Synthetic						
Total Fibrous,%:		70					
Total Non-fibrous,%:		30					

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV	"	"	"	"	
		27*	28*	29*	30*	31*	
MTL Lab Number		023-034	023-035	023-036	023-037	023-038	
Sample Color		white	white	white	white	white	
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform, %:		ND	ND	ND	ND	ND	
Fibrous	Fibrous glass		10	10	10	10	
	Cellulose	10	20	15	15	15	
	Mineral Wool						
	Synthetic	2		<1	<1	<1	
Total Fibrous, %:		12	30	25	25	25	
Total Non-fibrous, %:		88	70	75	75	75	

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 32*	" 33*	" 34*	" 43*		
MTL Lab Number		023-039	023-040	023-041	023-042		
Sample Color		white	white	white	white		
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND	ND		
Fibrous	Fibrous glass	5	10	1	10		
	Cellulose	15	5	20	30		
	Mineral Wool						
	Synthetic	1		1	1		
Total Fibrous,%:		21	15	22	41		
Total Non-fibrous,%:		79	85	78	59		

* Subsamples of inhomogeneous samples are analyzed separately, but the results are reported as a percentage of the whole sample. (Floor tile and associated mastic are routinely reported separately.)

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(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 35*	" 36	" 37*	" 38	" 39*	" 40*
MTL Lab Number		023-043	023-044	023-045	023-046	023-047	023-048
Sample Color		white	white	gray	white	white	gray
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform, %:		ND	ND	ND	ND	ND	ND
Fibrous	Fibrous glass						
	Cellulose	1	<1	<1	<1	3	
	Mineral Wool						
	Synthetic	1		<1	1	5	
Total Fibrous, %:		2	----	1	1	8	----
Total Non-fibrous, %:		98	100	99	99	92	100

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(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 41	" 42*				
MTL Lab Number		023-049	023-050				
Sample Color		white	gray				
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform, %:		ND	ND				
Fibrous	Fibrous glass						
	Cellulose	<1	<1				
	Mineral Wool						
	Synthetic	<1	<1				
Total Fibrous, %:		1	1				
Total Non-fibrous, %:		99	99				

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 44	" 45*	" 46*			
MTL Lab Number		023-051	023-052	023-053			
Sample Color		white	white	white			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND			
Fibrous	Fibrous glass	5	5	5			
	Cellulose	15	15	20			
	Mineral Wool						
	Synthetic						
Total Fibrous,%:		20	20	25			
Total Non-fibrous,%:		80	80	75			

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV	"	"			
		47*	48*	49*			
MTL Lab Number		023-054	023-055	023-056			
Sample Color		brown	brown	brown			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform, %:		ND	ND	ND			
Fibrous	Fibrous glass						
	Cellulose	40	40	40			
	Mineral Wool	15	15	15			
	Synthetic						
Total Fibrous, %:		55	55	55			
Total Non-fibrous, %:		45	45	45			

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 50*	" 51*	" 52*	" 53*	" 54*	
MTL Lab Number		023-057	023-058	023-059	023-060	023-061	
Sample Color		white	white	white	white	white	
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND	ND	ND	
Fibrous	Fibrous glass	10	10	15	10	10	
	Cellulose	20	20	20	25	15	
	Mineral Wool						
	Synthetic						
Total Fibrous,%:		30	30	35	35	25	
Total Non-fibrous,%:		70	70	65	65	75	

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FAIRFIELD, IOWA 52556
(515) 472-1881

Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 55*	" 56*	" 57*			
MTL Lab Number		023-062	023-063	023-064			
Sample Color		white	white	white			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform, %:		ND	ND	ND			
Fibrous	Fibrous glass	10	10	10			
	Cellulose	15	20	15			
	Mineral Wool						
	Synthetic						
Total Fibrous, %:		25	30	25			
Total Non-fibrous, %:		75	70	75			

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 17*	" 18*	" 19*			
MTL Lab Number		023-024	023-025	023-026			
Sample Color		gray	gray	gray			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND			
Fibrous	Fibrous glass						
	Cellulose	25	20	15			
	Mineral Wool	70	65	75			
	Synthetic	1	1				
Total Fibrous,%:		96	86	90			
Total Non-fibrous,%:		4	14	10			

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV	"	"	"	"	"
		20*	21*	22*	23*	24*	25*
MTL Lab Number		023-027	023-028	023-029	023-030	023-031	023-032
Sample Color		brown	brown	brown	brown	brown	brown
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND	ND	ND	ND
Fibrous	Fibrous glass						
	Cellulose						
	Mineral Wool						
	Synthetic						
	Wood	90	85	85	85	80	70
Total Fibrous,%:		90	85	85	85	80	70
Total Non-fibrous,%:		10	15	15	15	20	30

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 26*					
MTL Lab Number		023-033					
Sample Color		brown					
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND					
Fibrous	Fibrous glass						
	Cellulose						
	Mineral Wool						
	Synthetic						
	Wood	75					
Total Fibrous,%:		75					
Total Non-fibrous,%:		25					

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 58*	" 59*	" 60*			
MTL Lab Number		023-065	023-066	023-067			
Sample Color		white	white	white			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND			
Fibrous	Fibrous glass	10	10	10			
	Cellulose	15	25	15			
	Mineral Wool						
	Synthetic	<1					
Total Fibrous,%:		25	35	25			
Total Non-fibrous,%:		75	65	75			

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None

MTL Job Number: 89-023B Date Analysis Completed: 1-30-89

Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV	"	"			
		61*	62*	63*			
MTL Lab Number		023-068	023-069	023-070			
Sample Color		white	white	white			
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND			
Fibrous	Fibrous glass	10	10	10			
	Cellulose	10	30	20			
	Mineral Wool						
	Synthetic						
Total Fibrous,%:		20	40	30			
Total Non-fibrous,%:		80	60	70			

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		Bv					
		64					
MTL Lab Number		023-071					
Sample Color		brown					
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND					
Fibrous	Fibrous glass						
	Cellulose	1					
	Mineral Wool						
	Synthetic						
Total Fibrous,%:		1					
Total Non-fibrous,%:		99					

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 65*	" 66*	" 67*	" 68	" 69*	
MTL Lab Number		023-072	023-073	023-074	023-075	023-076	
Sample Color		white	brown	gray	white	white	
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND	ND	ND	ND	ND	
Fibrous	Fibrous glass					10	
	Cellulose	25	25	30	5	30	
	Mineral Wool						
	Synthetic				2		
Total Fibrous,%:		25	25	30	7	40	
Total Non-fibrous,%:		75	75	70	93	60	

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Asbestos Bulk Sample Analysis Report

Client: Traverse City Area Public Sch. Client Job Number: None
MTL Job Number: 89-023B Date Analysis Completed: 1-30-89
Client Job Name: Bertha Vos

Method: Polarized light microscopy with dispersion staining.

Client Sample Number		BV 70					
MTL Lab Number		023-077					
Sample Color		gray					
Asbestiform	Chrysotile						
	Amosite						
	Crocidolite						
Total Asbestiform,%:		ND					
Fibrous	Fibrous glass						
	Cellulose	40					
	Mineral Wool						
	Synthetic	40					
Total Fibrous,%:		80					
Total Non-fibrous,%:		20					

* Subsamples of inhomogeneous samples are analyzed separately, but the results are reported as a percentage of the whole sample. (Floor tile and associated mastic are routinely reported separately.)

Certified Analyst

Dennis S Greenley

Lab Number	Sample Description	Asbestos Identification	Non-Asbestos Fibers	Non-Asbestos Materials
'05130	EB-89 BAG-7; compressed gray mineral mixture	no asbestos detected	no fibers detected	minerals
'05131	EB-90 BAG-7; compressed gray mineral mixture	no asbestos detected	no fibers detected	minerals
'05132	EB-91 BAG-7; compressed gray mineral mixture	no asbestos detected	no fibers detected	minerals
'05133	EB-73 BAG-8; white fiber and filler mixture	~40% chrysotile	no fibers detected	minerals
'05134	EB-74 BAG-8; white fiber and filler mixture	~20% amosite ~10% chrysotile (total asbestos: ~30%)	no fibers detected	minerals
'05135	EB-75 BAG-8; gray mineral mixture	no asbestos detected	~5% cellulose ~30% mineral wool	minerals
'05136	EB-52 BAG-9; compressed tan fiber and mineral mixture	no asbestos detected	~30% cellulose ~50% mineral wool	minerals
'05137	EB-53 BAG-9; compressed tan fiber and mineral mixture	no asbestos detected	~25% cellulose ~50% mineral wool	minerals
'05138	EB-54 BAG-9; compressed tan fiber and mineral mixture	no asbestos detected	~2% cellulose ~60% mineral wool	minerals
'05139	BV-71 BAG-10; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~15% mineral wool	minerals
'05140	BV-72 BAG-10; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~10% mineral wool	minerals
'05141	BV-73 BAG-10; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~15% mineral wool	minerals

TRAVERSE CITY AREA PUBLIC SCHOOLS
Clayton Project No.: 55193-17

Lab Number	Sample Description	Asbestos Identification	Non-Asbestos Fibers	Non-Asbestos Materials
'05142	BV-74 BAG-10; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~10% mineral wool	minerals
'05143	BV-75 BAG-10; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~10% mineral wool	minerals
'05144	EB-34 BAG-11; compressed white mineral mixture	no asbestos detected	trace cellulose	minerals
'05145	EB-35 BAG-11; [1] tan fibers compressed into sheets [2] compressed white mineral mixture	[1] no asbestos detected [2] no asbestos detected	[1] ~95% cellulose [2] no fibers detected	[1] minerals [2] minerals
'05146	EB-36 BAG-11; [1] tan fibers compressed into sheets [2] compressed white mineral mixture	[1] no asbestos detected [2] no asbestos detected	[1] ~95% cellulose [2] trace cellulose	[1] minerals [2] minerals
'05147	EB-19 BAG-12; [1] tan fibers compressed into sheets [2] compressed white mineral mixture	[1] no asbestos detected [2] no asbestos detected	[1] ~95% cellulose [2] ~1% cellulose	[1] minerals [2] minerals
'05148	EB-20 BAG-12; [1] tan fibers compressed into sheets [2] compressed white mineral mixture	[1] no asbestos detected [2] no asbestos detected	[1] ~95% cellulose [2] trace cellulose	[1] minerals [2] minerals
'05149	EB-21 BAG-12 [1] tan fibers compressed into sheets [2] compressed white mineral mixture	[1] no asbestos detected [2] no asbestos detected	[1] ~95% cellulose [2] trace cellulose	[1] minerals [2] minerals

TRAVERSE CITY AREA PUBLIC SCHOOLS
Clayton Project No.: 55193-17

Lab Number	Sample Description	Asbestos Identification	Non-Asbestos Fibers	Non-Asbestos Materials
'05161	EB-1 BAG-16; compressed tan fiber and mineral mixture	no asbestos detected	~100% cellulose	-----
'05162	EB-2 BAG-16; compressed tan fiber and mineral mixture	no asbestos detected	~100% cellulose	-----
'05163	EB-3 BAG-16; compressed tan fiber and mineral mixture	no asbestos detected	~100% cellulose	-----
'05164	EB-4 BAG-16; compressed tan fiber and mineral mixture	no asbestos detected	~100% cellulose	-----
'05165	EB-5 BAG-16; compressed tan fiber and mineral mixture	no asbestos detected	~100% cellulose	-----
'05166	EB-6 BAG-16; compressed tan fiber mixture	no asbestos detected	~100% cellulose	-----
'05167	EB-7 BAG-16; compressed tan fiber mixture	no asbestos detected	~100% cellulose	-----
'05168	BV-76 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~20% mineral wool	perlite
'05169	BV-77 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~20% mineral wool	minerals
'05170	BV-78 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~20% mineral wool	minerals
'05171	BV-79 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~25% mineral wool	minerals
'05172	BV-80 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~25% mineral wool	minerals
'05173	BV-81 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~25% mineral wool	minerals

TRAVERSE CITY AREA PUBLIC SCHOOLS
Clayton Project No.: 55193-17

Lab Number	Sample Description	Asbestos Identification	Non-Asbestos Fibers	Non-Asbestos Materials
'05174	BV-82 BAG-17; compressed tan fiber and mineral mixture	no asbestos detected	~50% cellulose ~25% mineral wool	minerals
'05175	EB-13 BAG-18; compressed tan fiber and mineral mixture	no asbestos detected	~40% cellulose ~40% mineral wool	minerals
'05176	EB-14 BAG-18; compressed tan fiber and mineral mixture	no asbestos detected	~40% cellulose ~40% mineral wool	minerals
'05177	EB-15 BAG-18; compressed tan fiber and mineral mixture	no asbestos detected	~40% cellulose ~30% mineral wool	minerals
'05178	EB-76 BAG-19; compressed off-white mineral mixture	no asbestos detected	trace mineral wool	minerals
'05179	EB-77 BAG-19; compressed off-white mineral mixture	no asbestos detected	trace mineral wool	minerals
'05180	EB-78 BAG-19; compressed off-white mineral mixture	no asbestos detected	no fibers detected	minerals
'05181	EB-42 BAG-20; compressed white mineral mixture	no asbestos detected	trace mineral wool	minerals
'05182	EB-43 BAG-20; [1] compressed white mineral mixture [2] tan fibers compressed into sheets	[1] no asbestos detected [2] no asbestos detected	[1] trace cellulose [2] ~80% cellulose	[1] minerals [2] minerals
'05183	EB-44 BAG-20; [1] compressed white mineral mixture [2] tan fibers compressed into sheets	[1] no asbestos detected [2] no asbestos detected	[1] trace cellulose ~3% fiberglass [2] ~80% cellulose	[1] minerals [2] minerals
'05184	EB-45 BAG-20; [1] compressed white mineral mixture [2] tan fibers compressed into sheets	[1] no asbestos detected [2] no asbestos detected	[1] ~5% fiberglass [2] ~80% cellulose	[1] minerals [2] minerals



**Environmental
Testing Services Inc.**

Environmental
Industrial Hygiene
Consultants

May 16, 1991

Mr. Rod Lowes
Traverse City Area Public Schools
P.O. Box 32
Traverse City, Michigan 49685-0032

Dear Mr. Lowes:

Please find the enclosed bulk sample results. You will be pleased to find there was no asbestos detected.

Once you have had the opportunity to review the results, please feel free to contact me at (708)-882-1114 should you have any questions.

Thank you for giving Environmental Testing Services, Inc. the opportunity to serve your needs.

Respectfully Yours,
Environmental Testing Services, Inc.

Karla Smith
Field Operations Manager

120 W. Golf • Suite 218
Schaumburg, IL 60195
708 882-1114
FAX 708 882-1290

With Regional Offices
in Detroit & Traverse City



EEG, Inc.

Environmental Enterprise Group, Inc.
1305 E. Main, Russellville, AR 72801, (501) 968-6767 * (501) 968-1956 Fax
1500 Macon Drive, Bldg D, Suite 8, Little Rock, AR 72211, (501) 225-7246

Client: Environmental Testing Services
Methodology: EPA-600/M4-82-020
Sample(s) Taken From: Traverse City Schools
Received: 04/02/91 Shipped Via: Fed. Express

Job #: 30905-B2B60
Date: 04/01/91
Reported: 04/03/91

SAMPLE #	PARAMETER	ANALYSIS	MATERIAL DESCRIPTION
1. BV-83 Linoleum Counter Top	Asbestos	None Detected	Sample Color - Off-White/Blac This material contains approximately 3% Cellulose, 10% Calcite, 87% Particulate Matter

979-3561
Comfort
965 3976

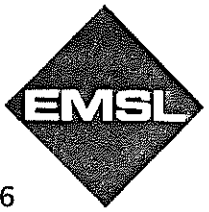
Note: The sample results shall not be used by the client to claim product endorsement by NMLAP or any agency of the U.S. Government.

The information listed above applies to the standards or procedures identified and to the samples actually tested. The methodology listed in this report is the only methodology used. Each percentage reported above on materials present in each sample is a visual estimation of total composition. The samples tested may not be representative samples, therefore the results of these samples may not be true for the total material from which the samples were taken, nor for apparently identical materials. The information listed above is for the exclusive use of the client listed above. The sample results shall not be reproduced in any form or fashion for advertising or other purposes in connection with EEG's name or signature without consent from EEG. Samples not destroyed in analysis will be retained for a maximum of thirty days. The samples may be returned to the client upon request.



Respectfully Submitted
EEG, Inc.

Analyst Mike Cole
NVLAP Signatory [Signature]



Traverse City Area Public Schools
 PO Box 32
 Traverse City, MI 49685-0032

Monday, October 21, 1996

Ref Number: MI963995

POLARIZED LIGHT MICROSCOPY (PLM)

Project: Bertha Vos, Room 14

SAMPLE	LOCATION	APPEARANCE	SAMPLE TREATMENT	ASBESTOS		NONASBESTOS	
				%	TYPE	% FIBROUS	% NONFIBROUS
BV85	felt only Room 14	Black Fibrous Heterogeneous	Teased/Dissolved		None Detected	85% Cellulose	15% Other

Comments: For all obviously heterogeneous samples easily separated into subsamples, and for layered samples, each component is analyzed separately. Also, "# of Layers" refers to number of separable subsamples.

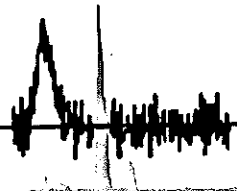
R. Harris

Robert Harris
 Analyst

G. Johnson

Approved
 Signatory

Disclaimers: PLM has been known to miss asbestos in a small percentage of samples which contain asbestos. Thus negative PLM results cannot be guaranteed. Floor tiles and wipes should be tested with either SEM or TEM. The above test report relates only to the items tested. This report may only be reproduced in full with written approval by EMSL. The above test must not be used by the client to claim product endorsement by NVLAP nor any agency of the United States Government. All "NVLAP" reports with NVLAP logo must contain at least one signature to be valid. Laboratory is not responsible for the accuracy of results when requested to physically separate and analyze layered samples.



EEC

file from black cone
vestroom - FRONT HALL

EARLY ENVIRONMENTAL CONSULTING, INC.

July 21, 2003

Mr. Rod Lowes
Traverse City Area Public Schools
P.O. Box 32
Traverse City, MI 49685

RE: Asbestos Analysis

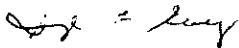
Dear Rod:

Enclosed you will find the laboratory results we submitted for you from Bertha Vos Elementary School.

As you already know, the sample tested negative for asbestos.

If you should have any questions or need any further information, please feel free to contact me.

Sincerely,



Sheryl L. Early
President

Enc.

LEA Name Traverse City Area Public Schools
SB# 11 - BV

Recommendations

1. Management Planner Name

Last	First	M.I.
Sloan	Thomas	J.

2. Management Planner Signature

Date

	<i>May 4, 1989</i>
------------------------------------------------------------------------------------	--------------------

3. State of Accreditation

Michigan

4. Accreditation Number

MP 0188

5. Recommendations

Provide written notification to employees and parent/guardians of students by June 15, 1989.

Complete labeling of ACM by June 15, 1989.

Conduct inservice at the building for staff as to the location of all ACM and inform them of procedures, practices and record keeping associated with the AAERA Program by June 15, 1989 and again September 1989.

In service custodial and maintenance staff on the Operational Manual and provide manual to each maintenance person.

LEA Name Traverse City Area Public Schools
SB# 11 - BV

Recommendations (continued)

5. Recommendations

Inservice maintenance staff as to the location of all ACM by June 15, 1989 and provide them with a comprehensive manual containing written descriptions and drawings of all ACM in the district.

Provide 2-hour and 16-hour refresher training programs to custodial and maintenance staff by August 15, 1989 and provide training for new staff within 60 days of hire.

Implement Operation and Maintenance procedures as soon as possible.

Initial cleaning of pipe tunnels identified in homogeneous area #0 should be completed by October 1989. HEPA vacuum or wet clean all floors and horizontal surfaces.

Make needed repairs to any damaged ACBM.

See District Abatement Schedule Chart.

LEA Name TRAVERSE CITY AREA PUBLIC SCHOOLS

SB# 11 - BV

Response Action and Preventive Measures

1. Location

Wrapped mudded pipe joints are found in gym penthouse (HA #A)
and locker rooms (HA #B)

2. Methods

Response Action#F: Continue O & M until major renovation or demolition
requires removal under NESHAPS or until hazard assessment factors
change.

See pages 51, 52, & 53 of O & M Section concerning Pipe Insulation..

3. Reasons

Hazard Assessment #5: ACBM with potential for damage

Hazard Rank #1: Friable, no damage, low disturbance, low potential
for damage. Hardened cloth covering present.

See Decision Tree.

4. Schedule

Begin O & M immediately.

LEA Name TRAVERSE CITY AREA PUBLIC SCHOOLS

SB# 11 - BV

Response Action and Preventive Measures

1. Location

Original portion of building (HA #K). Floor tile.

2. Methods

Response Action #F: Continue O & M until major renovation or demolition requires removal under NESHAP or until hazard assessment factor changes.

See pages 30, 45, 46, & 47 of O & M Section concerning Adhesives/Mastics and Floor Tile.

3. Reasons

Non Friable ACBM

Hazard Rank #1: Non friable, low potential for damage.

See Decision Tree.

4. Schedule

Begin O & M immediately.

LEA Name TRAVERSE CITY AREA PUBLIC SCHOOLS

SB# 11 - BV

Response Action and Preventive Measures

1. Location

Boiler Room 18. Water heater inspection door (HA #U).

2. Methods

Response Action#F: Continue O & M until major renovation or demolition requires removal under NESHAPS or until hazard assessment factors change.

See pages 51, 52, & 53 of O & M Section concerning Pipe Insulation..

3. Reasons

Hazard Assessment #5: ~~ACBM with potential for damage~~ *NON FRIABLE*

Hazard Rank #1: ~~Friable, no damage, low disturbance, low potential for damage. Hardened cloth covering present.~~
NON FRIABLE, LOW POTENTIAL FOR DAMAGE

See Decision Tree.

4. Schedule

Begin O & M immediately.

LEA Name TRAVERSE CITY AREA PUBLIC SCHOOLS
SB# 11 - BV

Response Action and Preventive Measures

1. Location

Labeled fire doors on storage, custodial, and mechanical rooms.
(HA #X)

2. Methods

Response Action #F: Continue O & M until major renovation or demolition requires removal under NESHAPS or until hazard assessment factors change.

See pages 42 & 43 of O & M Section concerning Fire Doors.

3. Reasons

Hazard Assessment #5: ACM with potential for damage.

Hazard Rank #1: ^{NOW} Friable, no damage, low disturbance, low potential for damage.

See Decision Tree.

4. Schedule

Begin O & M immediately.

LEA Name

TRAVERSE CITY AREA PUBLIC SCHOOLS

SB#

11 - BV

Response Action and Preventive Measures

1. Location

Pipe insulation in crawl space tunnel under original portion of building (HA #0)

2. Methods

Response Action : Repair the damage, or remove if more feasible, and maintain in an undamaged condition.

See pages 51, 52, & 53 of O & M Section concerning Pipe Insulation and Joints.

3. Reasons

Hazard Assessment #1: Damaged or significantly damaged thermal system insulation ACM.

Hazard Rank #4: Damage, low disturbance air flow, potential for significant damage.

See Decision Tree

4. Schedule

Repair by Oct 1989; Begin O&M immediately



TRAVERSE CITY AREA PUBLIC SCHOOLS

8/17/94

P.O. Box 32

Traverse City, Michigan 49685

(616) 922-6400

SB# 10-SL, 11-BV, 12-CE, 13-CK, 14-EB, 15-EA, 16-IN, 17-LL, 18-GL
19-NO, 20-OP, 21-OM, 22-SA, 22A-SA, 23-TH, 24-WH, 27-JH, 28-SH,
29-AD, 30-TH, 32-BG, 33-OE, 34-MN, 35-BS

Upon reviewing the proposed asbestos abatement activities as described in the management plans, it was decided an update might be in order.

Due to a failed bond issue in 1992 and financial cut backs within the TCAPS District, some of the proposed removal projects were not completed. There were some major removal projects in the past due to building renovations as described in the management plans.

At this time, there are no large scale projects planned. We will continue to manage the asbestos in place through the O & M program including periodic surveillances and re-inspections. Small scale projects will be conducted when necessary using an in-house asbestos team.

Rod Lowes

LEA Name TRAVERSE CITY AREA PUBLIC SCHOOLS
SB# 11 - BV

Future Activities

1. Surveillance and Reinspection Plan

The LEA will appoint an individual to visually inspect all areas with identified ACBM every six months beginning November 1989. The date of the inspection and the inspector's name will be recorded. May 1992 ACBM will be reinspected by an accredited inspector.

2. Operation and Maintenance Activities Plan

The LEA will follow Operations and Maintenance procedures outlined in O & M at the back of the Building Notebook.

	<u>HA#</u>	<u>O&M Manuel Pages</u>
Pipe joints	A & B	51, 52, 53
Floor Tile	K	45, 46, 47
Inspection Door	U	48, 49
Pipe Insulation	O	51, 52, 53
Fire Door	X	42, 43

LEA Name **Traverse City Area Public Schools**

SB# **11 - BV**

Future Activities (continued)

3. Additional Cleaning Recommendation

NONE

4. LEA response to Additional Cleaning Recommendation

MICHIGAN DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF OCCUPATIONAL HEALTH
 AHERA MANAGEMENT PLAN

LEA Name

Traverse City Area Public Schools

SB#

11-BV

REMAINING ASBESTOS

Description

DATE	AREA REMOVED	AMT REMOVED	BALANCE
HA# A	Pipe Insulation Joints - Gym/Locker Area		75 LF
7-19-91	3 joints on roof sump line on west wall of gymnasium	3.5 LF	71.5 LF
8-5-92	Joints in air handler room in gym.	3 LF	68.5 LF
HA# B	Pipe Insulation Joints - Locker Area		32 LF
HA# K	9" Floor Tile		13,104 SF
6-9-91	Classroom #15 (all of room)	1,020 SF	12,084 SF
6-25-91	Classroom #11 (new entrance of west hall)	20 SF	12,064 SF
7-26-91	Kitchen (all of room)	266 SF	11,798 SF
8-20-91	Classroom 11B and 11C	295 SF	11,503 SF
8-3-92	Old East hallway	920 SF	10,583 SF
7-31-95	Room 28	6 SF	10,577 SF
9-10-96	Room 3	3 SF	10,574 SF
8-9-00	Hallway between kitchen and lobby	400 SF	10,174 SF
1+2/2012	BALANCE REMOVED IN HOUSE DRY ICE + ENCAPSULATE	-10174	<u>0</u>

OH-206 5/88
 (IN FORM E-6)

AUTH: PA 368 OF 1978
 COMPLETION OF THIS FORM (OR
 EQUIVALENT) IS REQUIRED BY AHERA

LEA Name Traverse City Area Public Schools

SB# 11-BV

REMAINING ASBESTOS

Description

DATE	AREA REMOVED	AMT REMOVED	BALANCE
	HA# O PIPE INSULATION (tunnels)		50 LF
8-5-92	HA# U GASKET MATERIAL (Room 18) Water heater removed	.2 SF	0.2 SF -0-
6-91	HA# X LABELED FIRE DOORS Removed one door (no ACM found)	21 SF	147 SF 126 SF

LEA Name **TRAVERSE CITY AREA PUBLIC SCHOOLS**

SB/ **10-SL, 11-BV, 12-CE, 13-CK, 13A-CK, 13B-CK 14-EB
15-EA, 16-IN, 16A-IN, 16B-IN, 16C-IN, 17-LL, 17A-L1
18-GL, 19-NO, 19A-NO, 20-OP, 21-OM, 22-SA,
22A-SA, 22B-SA, 22C-SA, 22D-SA, 23-TH, 24-WH
27-JH, 27A-JH, 27B-JH, 27C-JH, 28-SH, 28A-SH,
28B-SH, 28C-SH, 28D-SH, 28E-SH, 29-AD, 30-TH,
32-BG, 32A-BG, 33-OE, 33A-OE, 33B-OE, 33C-OE,
34-MN, 35-BS**

Resource Evaluations

Resource Evaluation For:

1. Successful Response Action Completion
2. Reinspection Implementation
3. Operations And Maintenance Activities
4. Periodic Surveillance And Training Implementation

The total abatement of asbestos from the LEA's facilities is estimated to be \$4,848,000 at today's costs. Break down of the cost estimates is as follows:

Abatement Design	\$ 156,000
Abatement Contract	\$3,120,000
Third Party Project Monitoring	\$ 312,000
Subtotal	\$3,588,000
Architectural Cost	\$ 60,000
Replacement Contract	\$1,200,000
Subtotal	\$1,260,000
TOTAL	\$4,848,000

The LEA has scheduled a June 12, 1989, bond issue vote. The proposal includes \$300,000 for abatement/replacement of complete ceiling surfacing at 20-OP, 21-OM, and partial removal at 28-SH. A second bond issue is planned for 1992 that would include additional abatement money for 28-SH and other facilities.

The LEA will budget through its Maintenance Services Department \$20,000 annually for the total district. These funds will be used for training, periodic surveillance, O & M, record keeping, and small scale abatement work.

MICHIGAN DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF OCCUPATIONAL HEALTH
 AHERA MANAGEMENT PLAN

LEA Name Traverse City Area Public Schools
 SB# 11-BV

REMAINING ASBESTOS

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9-10-96	Room 3	3 SF	10,574 SF
8-9-00	Hallway between kitchen and lobby	400 SF	10,174 SF
1+2/2012	BALANCE REMOVED IN HOUSE DRY ICE & ENCAPSULATE	-10 174	<u>0</u>

OH-206 5/88
 (IN FORM E-6)

AUTH: PA 368 OF 1978
 COMPLETION OF THIS FORM (OR
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MICHIGAN DEPARTMENT OF PUBLIC HEALTH
 DIVISION OF OCCUPATIONAL HEALTH
 AHERA MANAGEMENT PLAN

LEA Name Traverse City Area Public Schools
 SB# 11-BV

REMAINING ASBESTOS

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OH-206 5/88
 (IN FORM E-6)

AUTH: PA 368 OF 1978
 COMPLETION OF THIS FORM (OR
 EQUIVALENT) IS REQUIRED BY AHERA

APPENDIX B

Legal

Exhibit

- Form of Purchase Agreement B-1
- Form of Warranty Deed B-2

EXHIBIT B-1

PURCHASE AGREEMENT

This Agreement is entered into this ____ day of _____, 2022, by and between Traverse City Area Public Schools, a Michigan school district operating under the Revised School Code, MCL 380.1, *et seq*, as amended, whose address is 412 Webster Street, Traverse City, Michigan 49686 (the "Seller") and _____, a _____, whose address is _____ (the "Purchaser"), for the transfer by the Seller to the Purchaser of approximately 6.926 acres of real property, including a 35,320 square foot building, located at 3723 Shore Road in the Village of Acme, Grand Traverse County, Michigan, described as follows:

LOTS 3-4-5-6 BLK 8, ALL BLK 9 & 12, LOTS 3-4-5-6 BLK 13 AND ALL VAC
ST'S & ALLEYS BOUND BY BLKK'S 8-9-12-13 VILLAGE OF ACME, Acme
Township, Grand Traverse County, Michigan.

Tax Identification No. 28-01-300-004-00

(hereinafter sometimes the "Property"), upon the following terms and conditions:

I. Property Transferred. The Purchaser shall purchase and receive and the Seller shall sell the Property and, if any, all easements and all other interests and rights of Seller that are appurtenant to the real estate, including, but not limited to, all right, title, and interest, if any, of the Seller in and to any land lying in street, road, or avenue in front of, within, adjacent to, or adjoining such land.

II. Purchase Price. The Property shall be purchased for the sum of _____ and 00/100 Dollars (\$_____.00). The entire purchase price shall be paid in certified funds by Purchaser to Seller at closing.

II. Property Description. The Property consists of a parcel of land of approximately 6.926 acres in size located at 3723 Shore Road, Village of Acme, Grand Traverse County, Michigan, together with all easements, rights, improvements, appurtenances, and hereditaments, and with property tax parcel identification number 28-01-300-004-00. The exact boundaries, size, and topography of the Property shall be determined by survey to Purchaser's satisfaction. Purchaser, at its sole cost, shall have the surveyor provide an ALTA survey, including a legal description of the property to which Seller and Purchaser agree to be used for a title commitment. The survey shall be certified to the Seller, the Purchaser, and the title company.

IV. Deposit. The Seller and Purchaser acknowledges that it has received a deposit from the Seller in the amount of Five Thousand and 00/100 and 00/100 Dollars (\$5,000.00). At closing, the deposit amount shall be credited to the purchase price.

V. Closing. Closing of the sale described herein shall take place at the office of Seller's Superintendent of Schools or at Seller's option, the title company which provides the title commitment as required in Paragraph X, herein, within ten (10) days following the date that all documents are

prepared and approved, but in no event shall the closing be held later than _____ (____) days from the date of this Agreement.

VI. Property Taxes and Assessments. Purchaser shall be responsible for all property taxes and assessments on the Property that become due after the date of closing.

VII. Inspections and Zoning Approvals. The sale of the Property shall be contingent upon the Purchaser's testing, analysis, inspection, and evaluation of the Property and zoning approvals. The Purchaser shall have _____ (____) days from the effective date of this Agreement in which to obtain such investigations, evaluations, and testing of the Property and obtaining any zoning approvals (the "Inspection Period"). Purchaser's inspections and zoning approvals may include: (a) a physical inspection of aspects of the Property; (b) an environmental analysis and investigation of the property; (c) investigating the availability and condition of utility and sewage services and systems, including but not limited to gas, water, electric, sanitary sewer, storm sewer, and telephone services and systems; (d) making soil tests, borings, and other engineering, environmental, and architectural tests and evaluations; (e) reviewing and analyzing all applicable building and use restrictions, building codes, and all other federal, state, and local statutes, codes, ordinances, rules, and regulations relating to the ownership, development or use of the Property (subparagraphs (a) and (e) shall be referred to as the "Inspections"); and (f) the obtaining of any approval for zoning, re-zoning, special use permits, site plans or any other regulatory approvals from the Village of Acme (the "Zoning Approvals"). The Purchaser shall indemnify and hold Seller harmless from and against any liability, including attorneys' fees incurred by the Seller arising out of the acts or omissions of Purchaser or Purchaser's agents or employees with regard to the Inspections and/or Zoning Approvals. In the event the Purchaser is dissatisfied with the results of the Inspections or Zoning Approvals, Purchaser shall have the option to rescind and terminate this Agreement without penalty or liability by notifying the Seller in writing prior to the expiration of the Inspection Period. In the event of such termination, the Seller shall return the deposit amount mentioned in Paragraph IV above and Purchaser shall deliver to the Seller, free of charge, a copy of any and all reports or surveys prepared in accordance with this Paragraph VII. All of Purchaser's Inspections and Zoning Approvals shall be performed at Purchaser's sole cost and expense.

VIII. Disclosure and Disclaimer of Warranties. The Seller discloses the following: _____

AT THE CLOSING, THE PURCHASER WILL CONFIRM IN WRITING THAT IT HAS INSPECTED THE PROPERTY AND AGREES TO TAKE THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND THAT THERE ARE NO OTHER ADDITIONAL WRITTEN OR ORAL UNDERSTANDINGS. EXCEPT FOR THE WARRANTIES CONTAINED IN PARAGRAPH XII, HEREIN, CONCERNING THE STATUS OF TITLE OF THE PROPERTY, SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES ON THE PROPERTY.

IX. Environmental Matters. It is the intention and agreement of the Seller and the Purchaser that following conveyance of the Property to the Purchaser, the Seller shall have no liability or exposure with respect to any environmental remediation required on the Property or with respect to claims of third parties arising out of or based upon exposure, subsequent to such conveyance, to hazardous substances or other conditions known or unknown that may be in or about the Property, and, as stated above, the Purchaser is accepting the Property in its "as is" condition with full liability therefor. The Seller and the Purchaser agree if a conveyance of the Property occurs:

(a) The Purchaser shall, at its sole expense, be responsible for and pay the cost of and indemnify the Seller from, including payment of Seller's actual attorneys' fees, any and all environmental assessments and remedial actions, if any, required pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980 (as amended), Act 451 of the Michigan Public Acts of 1994, as amended, or any and all other applicable federal, state, or local statutes, laws, ordinances, codes, rules, regulations, and guidelines (including consent decrees and administrative orders) relating to public health and safety and the protection of the environment.

(b) The Purchaser shall, at its sole expense, be responsible for and pay the cost of investigation, repairs, and modifications as are necessary to ensure that the Property is safe and appropriate for its intended uses and that the Property complies with all applicable building codes or other applicable laws or regulations and are not in violation of any federal, state, or local laws, regulations, or orders pertaining to the environment or use of the Property.

(c) The Purchaser further agrees that it shall, at its expense, defend against any claims asserted by third parties and indemnify the Seller, including payment of Seller's actual attorneys' fees, from any exposure in and about the Property after the date of closing to any hazardous waste as defined in Section 11103(3) of Act 1994 PA 451, as amended, or as defined in any other applicable federal or state law, regulation, ruling, or order or as a result of any other allegedly dangerous conditions known or unknown existing in and about the Property as of the date of conveyance to the Purchaser.

(d) The Purchaser shall not look to the Seller or its successors or assigns for any reimbursement, apportionment, or contribution with respect to the liability assumed and expenditures incurred by Purchaser pursuant to subparagraphs (a), (b), and (c) above by reason of the existence of any hazardous waste (as above defined) or that may be assessed as response costs or investigative costs by any governmental agency, whether such right be pursuant to common law or by statute.

(e) The provisions of this Paragraph IX shall, in the case any one or more of the same is deemed to be unenforceable, be severable, meaning that the unenforceability of any given provisions shall not affect the enforceability of the remaining provisions.

(f) This Paragraph IX shall inure to the benefit and be binding upon the Purchaser and its successors and assigns, including any party to whom any of the Property is conveyed or leased in whole or in part, by the Purchaser.

(g) The provisions of subparagraphs (a) through (f), above, shall survive closing. At the Seller's option, at the closing, the provisions of subparagraphs (a) through (f) shall be placed in recordable form, signed, and acknowledged by Purchaser and Seller and then recorded by Seller, at its expense, with the Grand Traverse County, Michigan, Register of Deeds.

X. Evidence of Title. The Seller shall, at its expense, as soon as practical and in any event within fifteen (15) days from the effective date of this Agreement, provide Purchaser with a commitment for an owner's policy of title insurance in the amount of the purchase price, showing Seller's title to be in good and marketable condition, with standard printed exceptions removed at closing and subject to mortgages, judgments, and other liens that can and will be satisfied out of the proceeds of sale, easements, restrictions and reservations of record, taxes, and assessments not yet due and payable and any matters that would be shown by an accurate land title survey. The title commitment shall be updated as of the date of closing. Within fifteen (15) days of receipt of the commitment for title insurance, the Purchaser shall notify Seller of any restrictions, reservations,

limitations, easements, liens, and other conditions of record (together hereinafter called "Title Defects"), disclosed in such commitment that would unreasonably interfere with Purchaser's proposed use of the Property. Should Purchaser notify the Seller of any such Title Defects, Seller shall have until the closing date to cure or remove same. If such objections are not cured by the date set for closing, the Purchaser may, at Purchaser's option, terminate this Agreement, or alternatively set a date with Seller to extend the closing date to a mutually agreed upon closing date so as to provide Seller with an additional opportunity to cure said Title Defects. In the event such reasonable objections are not cured by the date set for closing or any extension thereof and Purchaser elects not to waive its title objections, Purchaser may terminate this Agreement and neither party shall have any further liability to the other under this Agreement.

XI. Attorney's Opinion. Purchaser acknowledges that Seller has recommended that the Purchaser retain an attorney to pass on the marketability of the title to the Property and to review the details of the sale before the closing.

XII. Warranty Deed. At the Closing, Seller shall deliver to Purchaser a good and sufficient general warranty deed. Said deed shall warrant title to the Property free and clear of all liens, encumbrances, and conflicting claims of ownership other than the following:

- (a) building and zoning laws, ordinances, and regulations;
- (b) recorded and existing building and use restrictions or other restrictions relating to the use or improvement of the Property;
- (c) recorded and existing restrictions, if any;
- (d) recorded and existing utility or roadway easements, and rights-of-way; and,
- (e) all other rights, restrictions, reservations, easements, and other matters of record disclosed in the commitment for title insurance mentioned in Paragraph X, above.

XIII. Time of Essence. Time is of the essence with respect to all dates and times set forth in this Agreement.

XIV. Cost of Closing. At Closing, the Seller shall pay for the title insurance required pursuant to Paragraph X herein, transfer tax (if any), preparation of any warranty deed and/or services on behalf of the Seller. At Closing, the Purchaser shall pay the costs or fees for recording the warranty deed, preparation and filing of the Real Property Transfer Affidavit, any inspections, zoning approvals, and attorney's opinion and/or services on behalf of Purchaser. The Seller and the Purchaser shall each pay one-half (1/2) of the closing fee imposed by the title company for closing this transaction.

XV. Termination. If, by reason of the other party's inability to perform a provision of this Agreement, either Purchaser or Seller is not obligated to complete this Agreement, then either Purchaser or Seller may terminate this Agreement by delivering to the other party written notice of termination and, thereupon, this Agreement shall terminate with the same effect as though the Agreement had never been entered into. Purchaser or Seller may nevertheless waive one or more conditions, the fulfillment of which are conditions precedent to their performance, without prejudice

to their right subsequently to assert other conditions or to make a claim against the other party with respect to any breach of the representations or warranties made by that party.

XVI. Whole Agreement. This Agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of this Agreement leading up to its execution and not set forth herein shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth herein has been made or relied upon by either party.

XVII. Amendments. This Agreement may be amended or modified only by a document in writing executed by each of the parties named above.

XVIII. Successors and Assigns. This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

XIX. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

XX. Effective Date. This Agreement shall become effective as of the date upon which the last of the parties listed below shall have signed this Agreement.

XXI. Counterpart Signatures. This Agreement may be executed in one or more counterparts, including facsimile copies, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

(Signatures appear on the following page)

WITNESSES:

WITNESSES:

SELLER:

**TRAVERSE CITY AREA PUBLIC
SCHOOLS, a Michigan general powers
school district**

By: _____
John VanWagoner II, Ph.D.

Its: Superintendent of Schools

Dated: _____, 2022

PURCHASER:

_____,
a _____

By: _____

Its: _____

Dated: _____, 2022

EXHIBIT B-2

WARRANTY DEED

This Warranty Deed, made this ____ day of _____, 2022, between Traverse City Area Public School District, a Michigan general powers school district, operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 412 Webster Street, Traverse City, Michigan 49686 ("Grantor") and _____, a _____, whose address is _____ (the "Grantee"). The Grantor hereby conveys and warrants to the Grantee approximately 6.926 acres of real property, including a 35,320 square foot building, located at 3723 Shore Road in the Village of Acme, Grand Traverse County, Michigan, legally described as follows:

LOTS 3-4-5-6 BLK 8, ALL BLK 9 & 12, LOTS 3-4-5-6 BLK 13 AND ALL VAC
ST'S & ALLEYS BOUND BY BLKK'S 8-9-12-13 VILLAGE OF ACME, Acme
Township, Grand Traverse County, Michigan.

Tax Identification No. 28-01-300-004-00 (the "Property")

Together with all tenements, hereditaments, and improvements thereunto belonging or in any way appertaining for the sum of _____ and 00/100 Dollars (\$ _____) paid to the Grantor.

This conveyance is subject to:

1. Easements and building and use restrictions, if any;
2. Rights of the public and any governmental authority in any part of the land taken, deeded, or used as a street, road, or highway;
3. Restrictions imposed by zoning ordinances or as part of a general plan;
4. All easements, rights of ways, restrictions, and other exceptions contained in the Commitment for Title Insurance issued by _____, Commitment No. _____ (Issue Date: _____, 2022, at 8:00 a.m.).

The Grantor grants to the Grantee the right to make all permitted division(s) under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967. This Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices that

may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

This deed is exempt from the Michigan transfer tax pursuant to Section 5(h)(i) of Act 134 of the Public Acts of 1966, MCL 207.505(h)(i), as amended and Section 6(h)(i) of Public Act 330 of 1993, MCL 207.526(h)(i), as amended.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

**TRAVERSE CITY AREA PUBLIC SCHOOLS,
a Michigan general powers school district**

Dated: _____, 2022

By: _____

John VanWagoner II, Ph.D.

Its: Superintendent of Schools

Acknowledged before me in _____ County, Michigan, on _____, 2022, by John VanWagoner II, Ph.D., Superintendent of Schools, Traverse City Area Public Schools, a Michigan general powers school district.

_____ (signature)

_____ (printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

Prepared By (without Opinion):	After Recording Return To:
Gordon W. VanWieren, Jr., Esq. Thrun Law Firm, P.C. P.O. Box 2575 East Lansing, Michigan 48826-2575	Grantee