

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, July 27, 2015, 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Council Meeting of July 13, 2015 MOTION Pg. 16
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 2
 - 6B. Property Appeal List Pg. 30
 - 6C. Sunoco Environmental Information (Business Item) Pg. 31
 - 6D. GCDC Water Rate Increase Notice (Business Item) Pg. 39
 - 6E. Third Street Final Sale Instruments (Business Item) Pg. 41
 - 6F. FANG Report Pg. 45
 - 6G. Fireworks Law Article Pg. 48
 - 6H. Revised Cellular Tower Proposal (Business Item) Pg. 51
 - 6I. National Night Out Flyer Pg. 54
 - 6J. Family Farm & Home Notice Pg. 55
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Mosquito Control PRESENTATION
 - 8B. Family Farm & Home Special Land Use RESO Pg. 12
 - 8C. Third Street Sale Final Review RESO Pg. 13
 - 8D. Water Rates DISC
 - 8E. Sunoco Environmental Baseline Study & Site Closure RESO Pg. 14
 - 8F. Revised Cellular Tower Proposal DISC
 - 8G. Merger Committee Appointments RESO Pg. 15
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**City of Swartz Creek
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday, July 27, 2015 - 7:00 P.M.

TO: Honorable Mayor, Mayor Pro-Tem & Council Members

FROM: Adam Zettel, City Manager

DATE: July 22, 2015

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **RACEWAY STATUS** *(No Change of Status)*

The raceway has dropped their appeal for 2014, but they have filed for 2015. This is great news! Monies that the downtown development authority was encumbering with the intention of refunding can now be counted as unrestricted revenues. I suspect the strategy is revolving around the marketing of the track, and this will be resolved upon sale. For more information pertaining to the appeal, please see prior meeting packets.

Concerning the marketing, there is not much happening as far as we can tell. We held off on rezoning because the owner wanted to do some research and work with us on a plan, but that simply has not happened. Obviously, we should work with them to the extent that they are willing. However, as we move forward with the master plan, I think it is clear that we cannot wait for them to come to the table to do what is in the interest of the community.

✓ **OUTSTANDING APPEALS** *(Update)*

Included in this packet is a listing of current appeals that are outstanding. Many of these are routine, meaning our assessor can perform a limited appraisal to move us forward with any needed negotiation or decision to formally challenge them. The amounts on these are also not as remarkable as some of those observed in past.

The two notable appeals are the raceway and the golf course. Both of these facilities had appeals filed in 2014, and both of them were ultimately withdrawn. Due to the uniqueness of these facilities and the value of the appealed amount, the city choose to allocate funds to challenge these appeals and perform necessary appraisals. This will likely be the case again. However, there is still time to work with so consider this an informational update only.

Once the assessor reviews all cases and we have more time to communicate with owners, we will be in a better position to know which appeals should be opposed, negotiated, or accepted.

✓ **STREETS** *(See Individual Category)*

MORRISH ROAD CLASSIFICATION-BRIDGE CAPACITY *(No Change of Status)*

Morrish Road has been submitted for classification as a “minor arterial” from a “major collector”. The MDOT is reviewing this and should respond before August.

❑ **MILLER ROAD RESURFACING PROJECT (Update)**

The south lanes of Miller have been asphalted and the traffic has shifted. The project is expected to be complete by August 20th, including work changes as approved by the city council. In fact, the cuts in front of GM have already been top coated.

After the onsite visit with OHM, additional curb sealing was completed on a 70 foot section of Miller Road. This area was identified as a stretch that was backfilled prematurely. The engineer is confident that the remainder of the curb was inspected and sealed properly.

In related news, we spoke to OHM about the possibility of placing dedicated left turn arrows at Morrish and Miller Roads. We did so because of the anecdotal comments about the improved flow (in some instances) at this intersection that is thought to result from the left turn signals. All parties agree that the details are paramount, making it necessary to collect peak hour traffic counts, including turns, after the project is complete. In the meantime, we are conversing with Genesee County Road Commission about options to phase and time any such dedicated signals.

❑ **20 YEAR STREET PLAN (No Change of Status)**

The state legislature continues to draft budgets to fund road repair. Most plans target an increase of \$1.1-\$1.5 billion, in line with the May ballot proposal. If this holds true and the revenues are distributed accordingly, we can expect such a plan to increase funds to the city by about \$250,000 per year. However, the proposals that are being discussed rely heavily on undefined cuts to the state's general fund (city revenue sharing?), as well as above average revenue increases from income and sales taxes.

What the state decides to do (or not do) will have a major impact on funding our plan. Once this is evident, we can move forward with a plan to fund whatever revenue gap exists. As discussed, this could be any combination of assessments, a levy, and a re-apportionment of existing/new state revenues. If the state fails to act or does so in a way that has a negligible impact, we may need to decide to move forward without consideration of the state's contribution.

See the May 11 report for prior details.

❑ **2015 STREET BIDS-SCRAP TIRE GRANT (No Change of Status)**

The city is moving forward with engineering of the intersections of Winston and Miller, as well as Fairchild and Miller. We expect this work to be done after school releases in 2016.

✓ **WATER – SEWER ISSUES PENDING (See Individual Category)**

❑ **SEWER REHABILITATION PROGRAM (No Change of Status)**

The city is moving forward with relining of portions of the Worchester Drive sewer line and inspection of sections of Seymour, Greenleaf, Durwood, Valleyview, Birchcrest, Chesterfield, and Chelmsford as approved at the January 26th meeting. The scope of work is estimated to cost \$146,320. However, there may be some

portions of the project that will require a change order for the purposes of doing a partial excavation where lining is not practical. I will be back with more details.

❑ **KWA (Update)**

The KWA water pipeline held a dedication ceremony on June 17th at their proposed water treatment station near Columbiaville. They are still ahead of schedule and under budget. The most recent estimates place the authority in operation by the end of 2016 on a limited basis, serving Flint. It is expected to be serving all authority customers by fall of 2017.

❑ **STORM SEWER (Update)**

The agreement has been approved and awaits a master signature page for all participating communities.

❑ **WATER LOSS (Update)**

We have audited most of our commercial accounts and billing registers in house, replaced a number of large customer meters, and sought to run diagnostics on the county's master meters. Water loss has come down from its noted peak, but the last two quarters are still at over 19%. Since we want this number to be lower than the EPA average of 16%, this tells me that something else is going on in the system. We may give measurements a couple more quarters based on some recent findings. However, if we are still not decreasing loss substantially, we may propose professional leak detection or residential meter analysis services to assist us.

Note that there are still some apparent losses that result from mid-quarter billings (final reads for sales or transfers), as well as at least one large commercial account to audit. These may yet substantially affect our billings.

❑ **WATER RATES (Update-Business Item)**

I have included a notice of rate change from Genesee County. Effective September 2, 2015, the rates will go up \$0.38 per 100 cubic feet (8%). This will bring the rate that the city pays to \$5.13/ccf. We currently charge \$5.45/ccf.

We have the typical options available to us. The first is to do nothing and absorb the rate increase. This would result in an additional loss of \$75,000 to the water fund for the current fiscal year and about \$100,000 over a twelve month period. Option two: we can cover the \$0.38/ccf and raise rates to \$5.83/ccf (7%). Option three: the city can cover the entire charge, accounting for 10% water loss, and set a rate of \$5.87/ccf (7.7%). Obviously, the city can find common ground among any of these choices, such as splitting the difference and moving forward with a 4% increase. Note that every percent increase to the city rate would result in about \$1.56 more on each bill for a customer using \$3,000 cubic feet a quarter (\$12.33 for 8%).

I contacted Genesee County Water & Waste to ascertain whether these increases are considered temporary or permanent, given the timeframe of placing the KWA into service. They indicate that they expect the Detroit authority to pass along two more increases of about 10% before we are getting KWA water. As such, this rate is one we probably cannot ignore.

✓ **PERSONNEL: POLICIES & PROCEDURES (Update)**

The handbook has been distributed to committee members and has had a cursory review by Mr. Gildner. A meeting is proposed for the week of the 27th.

✓ **SHARED SERVICES, POLICE DEPARTMENTS (Update-Business Item)**

The time has come to plan joint operation and begin active labor negotiations. To do so requires a crucial procedural step, the drafting of an interim joint services agreement. This agreement will be the basis for formal cooperation and decision making of the new authority. In essence, this allows both communities and their respective departments to have professional and representative input into the operations and structure of any potential authority.

With that said, we are looking to appoint a police service merger committee that will work with a township committee to formulate recommendations relating to the interim service agreement. The mayor has suggested that this committee be composed of Mr. Krueger, Mr. Pinkston, and Mr. Porath. The initial objective of the committee will be to formulate a draft intercommunity agreement. Once this is complete, a unified body will be able to represent joint interests of the department.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS (No Change of Status)**

Six of the twelve lots in Springbrook East have sold. The association has already been reimbursed for these sales. I expect the other six to sell by this time next year, putting this totally in our rearview mirror.

The city still owns four lots in Heritage Village. We have no plan for these at this time. Perhaps an auction of these lots is in order. In this case, I am not sure if there was an intention to share additional revenues with the association or not. The city sold one lot in 2014 "at cost." Purchase agreements with other buyers fell through.

✓ **MEIJER COMMUNITY DONATION (No Change of Status)**

I have contacted Meijer, and they definitely wish to have a public event to commemorate their contribution to the community. Perhaps a recognition of their donation along the Veteran's walk on Fortino Drive would be appropriate during Memorial Day.

✓ **WINCHESTER WOODS LOTS (No Change of Status)**

The planning commission is considering this issue as they amend the master plan. It appears that the planned addition of some asphalt millings to the streets will be cost prohibitive. We may still need to spend some time and money on these streets. Since this is a platted subdivision with public streets, the city is in a position to provide access to the lots by owners for maintenance.

Looking at the problem through a larger lens, we need a drainage and infrastructure solution for the entire plat. With more lots available through tax foreclosure, this may enable the city to have more control over what improvements occur and how they are paid for. The more lots the city controls, the more options we have for making improvements, providing drainage, and recouping costs.

The original report is included in the April 13, 2015 report.

✓ **NEWSLETTER** *(No Change of Status)*

The next edition of our community newsletter is expected to be distributed in October. Let me know if you wish to supply content or desire to see specific information covered in this edition.

✓ **MEDICAL MARIJUANA MORATORIUM** *(No Change of Status)*

The council placed a moratorium on medical marijuana dispensaries and growing facilities, effective April 23, 2015. This is a 180 day moratorium that is set to expire at the end of October. Among other reasons, the moratorium was put in place to better prepare for pending state legislation that would dramatically alter the playing field.

The planning commission will be considering this issue. If legislation is not passed soon, we should consider amending the ordinance based upon draft versions or other options in lieu of moratoriums.

✓ **RENTAL REGISTRATION AND INSPECTIONS** *(Update)*

The ordinance has been published and will be effective on August 17, 2015. We have an informational board at city hall, along with all of the appropriate forms. Mailings to owners of known or suspect rentals will begin in August and September.

✓ **K9 UNIT** *(No Change of Status)*

Donations have been coming in strong. The police department may look to place an order for a replacement in July or August.

✓ **DYE ROAD PROPERTIES** *(Update)*

The properties are being marketed with signs and on online presence. I have also made direct contact with the interested party about the auction. The auction is set to end on August 6, 2015. I will be back with the results at the meeting on the 10th or 24th, depending on circumstances.

✓ **5017 THIRD STREET** *(Update-Business Item)*

The sale instruments have completed their 30 day public inspection. No comments have been received as of writing. A resolution for execution of those instruments has been prepared.

✓ **CAPPY LANE LIFT STATION** *(Update)*

Rowe is working with the county on the matter of gravity draining Winchester Village into the county interceptor. As discussed, this could eliminate the need for the Cappy Lane lift station. We should have something by August 24th. In response to council questions, the lift station is in "District One" and operating costs usually run between \$20,000-\$30,000 annually. This year, yearend expenses are estimated to be \$19,329. The current budget estimates costs of \$34,583.

The original report on the lift station is as follows:

The lift station on Cappy Lane is nearing the end of its useful life. While it remains functional and reliable today, the importance of this facility cannot be understated, making replacement and/or upgrades necessary before reliability becomes an issue.

This station is responsible for pumping all of the sanitary sewer from Winchester Village up and into the sewer interceptor that is owned and operated by Genesee County. This interceptor runs parallel to the Swartz Creek and eventually transports all city sewer to the treatment facility on Beecher Road. Without this station, the sewer would have no place to go but up, and “up” is into the homes of the village.

Presently, the station is old and outdated, especially as it relates to electrical components. It is also of a ‘can’ configuration, meaning that all components are under ground and can only be accessed through “confined space” entry protocols. In plain English, all of the components that require inspection and maintenance are located underground in a location that resembles a submarine.

For the past few years, the city has explored a couple options relating to how we discharge sanitary sewer from the village. This is because the county interceptor is known to operate at capacity during rain events, making backups inevitable for the city system. The preferred option was to pump the discharge north to the new Western Trunk Extension that terminates at Miller and Seymour Roads (east intersection). It was this prior upgrade that eliminated the need for a lift station at this location. However, the county informed us that this line would not be in a better position to accommodate flows due to projected capacity. As such, we are left with the less preferred, albeit cheaper option, of replacing the station in its current location.

The construction estimate to complete the upgrade is \$195,500 on the high end. At this time, we are requesting an allocation of \$15,042 for design and bidding of the project. This is included in the current budget.

✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(Update)*

MONTHLY REPORTS & UPDATES *(Update)*

The June Flint Area Narcotics Group Report is available. There was no activity in the city.

NATIONAL NIGHT OUT *(Update)*

Our community is participating in an awareness and outreach event related to public safety. This is a partnership between Swartz Creek, Mundy, and Flint Township. The event will be held on August 4, 2015 at the Flint Township Police Department.

FIREWORKS ARTICLE *(Update)*

The Fourth of July came and went without any reported serious injuries or property damage related to fireworks. However, we continue to hear concerns about pets, close calls, and debris. Unfortunately, there is probably not a lot we can do. As the news article explains, these are common all over the state. Unless the legislature grants municipalities the right to prohibit fireworks again, I expect we will have to live with them. However, as it relates to the falling debris, I will continue to work with our police department on potential avenues for enforcement.

✓ **BOARDS & COMMISSIONS** *(See Individual Category)*

PLANNING COMMISSION *(No Change of Status)*

The planning commission met on July 7th. They did not perform further work on the master plan, having only a few features left to change. Instead, there was consensus to move forward with a joint workshop as proposed by the Downtown Development Authority (see below). This joint workshop would enable some further dialogue on critical issues remaining for the master plan, such as the future of the raceway. They believe August 31, or September 1 would be good dates to attempt to do so.

The commission also took a first look at an amended fence ordinance that would make screening of corner parcel "side yards" much easier. Some adjustments are proposed and a draft has been included with this week's packet. I expect this zoning change to be recommended to the city council sometime this fall.

DOWNTOWN DEVELOPMENT AUTHORITY *(No Change of Status)*

The DDA met on July 9th regarding the potential boundary amendment and workshop. They have finished with the proposed amendments to the DDA development and tax increment financing plans that resulted from the boundary amendment. That means that we have a plan ready for public inspection at the meeting on September 14th. Note that the changes resulting from the addition of the Third Street properties amount to revised projections in expected tax increment.

Concerning the workshop on outstanding downtown issues, such as the Fortino Property, the DDA concurs with the planning commission on a date, August 31, 2015. This is a fifth Monday and is a week prior to Labor Day. The idea is to hold a public workshop that will NOT function as an official meeting of any city board or commission. This will make the setting very informal for the public and officials. It also means that no decisions can be made. If the council concurs, staff will look to plan and publish this.

ZONING BOARD OF APPEALS *(No Change of Status)*

There is nothing to report.

PARKS AND RECREATION COMMISSION *(Update)*

The park board met on June 3rd. They had a number of guests, including an Eagle Scout candidate. There are two proposed donations for Elms Park. One is for a bench from the Beta Sigma Phi sorority, and the other is for an orienteering course proposed by an Eagle Scout candidate. The city council approved both projects. We await installation.

Their next meeting will be September 2nd.

BOARD OF REVIEW *(No Change of Status)*

There is nothing to report.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **WIRELESS LEASE EXTENSION PROPOSAL** *(Discussion)*

Crown Castle has considered the city's comments. They would like to proceed with a thirty year extension. In exchange for the added time, they will increase rent payments at 2035 from 10% every five years to 2.5% each year. If the council sees no other issue, staff can prepare a resolution to approve the letter. At which point, the tenant will prepare a formal amendment to sign.

Some answers to common questions are as follows:

Can the lease be terminated? It can be terminated by the tenant for pretty much any reason. As a landlord, there generally has to be a material breach of contract for termination. This pretty much gives them the right to be there.

Will co-locators pay their own lease? If a co-locator requires more land area, the tenant will pay the city directly for use of such area (up to 400 square feet) at the same ratio that rent is paid on the current ground area.

Is the tenant responsible for removing their structure and equipment upon termination?
Yes.

The original report on this matter follows:

In December of 2005, the city entered into agreement with, at the time, Omnipoint Holdings, Inc., for a land lease at 8100 Civic Drive. This instrument is commonly known as the T-Mobile tower lease. The basic terms include land lease of 450 square feet, as permitted by site plan review, for a period of six successive five year terms (a thirty year lease). Rent started at \$1,000 per month and increases by 10% during each five year renewal.

The current lease, Crown Castle, is proposing an extension of this lease for an additional 30 years, including an option to increase the size of the lease area and a signing bonus. I have included their terms and summary letter. The justification for this is to provide more long term security for the existing tenant. They obviously are interested in adding additional tenants as well. The extension of property control is essential to doing so. For example, Crown Castle is not going to convince another provider to heavily invest in a site if their investment is only secure for 10-15 years.

This lease needs to be approached the way any landlord would approach a lease with an existing tenant. The upside of extending is that the tenant is less likely to look elsewhere as their term comes due. It is also more likely to result in future rents from expansion and co-locators (this is the highest point in the city). The downside is a loss of site control for an additional fifty years. What if the city wants to use the land for something else in 30 years?

There is no obvious choice here. The terms are, in my opinion, reasonable and in line with the market conditions. However, fifty years goes beyond our planning horizon. The council should deliberate on this matter.

✓ **FAMILY FARM & HOME SPECIAL LAND USE** (*Resolution*)

The city council proceeded with revocation of the outdoor sales and storage special land use permit for Family Farm & Home on Elms Road at their meeting on June 8, 2015. A letter was sent to the occupant and owner regarding this matter, and both parties made contact with the city on June 26, 2015.

Both the owner and occupant expressed a desire to comply with the outstanding site plan requirements noted in the letter (attached). Thirty days have passed and the site is much improved, though not complete. Extensive landscaping has been installed and outdoor storage has been properly relocated. Outstanding items include noted pallet storage by the existing dumpster and missing/damaged parking lot lighting.

I have been getting regular reports from the site manager, as well as communicating with the owner in California. By all accounts, lighting work has been ordered by Hinterman Electric and a new dumpster enclosure is receiving bids. Based upon the regular communication the city is receiving and the noted progress, I believe a time frame extension as provided by 30.06C is in order. Due to circumstances in the construction and trade industry, this type of work is known to be backlogged at the present time.

I opted to include a resolution that will extend the timeframe for compliance by another 60 days. If the city council desires, the special land use can be revoked at this time. Conversely, the council could make findings that compliance has been achieved.

Section 30.06 of the zoning ordinance as outlined below:

Section 30.06. - Revocation.

The revocation of a special land use may occur if its recipient fails to continuously abide by its terms and conditions. The revocation procedure is as follows:

- A. The city council, through its designated administrators, shall notify the recipient, in writing, of any violations of city codes or provisions of the special land use.*
- B. The recipient shall have 30 days to correct all deficiencies to the satisfaction of the city council.*
- C. If after 30 days any deficiencies remain, the city council may then revoke the special land use approval, or if the conditions warrant, allow additional time.*
- D. A repeat violation may cause immediate revocation of the special land use approval.*

✓ **MOSQUITO CONTROL** (*Presentation*)

We met with Rose Pest Control about the mosquitos in the city. There are many options and other factors to consider. So much so that they recommend an initial educational presentation to the city council before anyone begins weighing the costs and benefits of any such program. They intend to be presenting on the matter at our meeting on the 27th. If I receive any information beforehand, I will pass it along.

We have also been in contact with the state regarding trends in mosquito related illnesses and the risks of chemical treatment. See the July 13, 2015 packet for the original report.

✓ **SUNOCO GAS STATION ENVIRONMENTAL REMEDIATION (*Resolution*)**

The city is fortunate to be in control of the Sunoco gas station on Holland Drive and Miller Road. Our first order of business, before any onsite activities or long term planning, is protecting our butt from environmental responsibility. Since the city acquired this property voluntarily, we must perform a baseline environmental assessment to do so. Fortunately, the same party that assisted the city with the Marathon site also has all of the information for this location.

Applied Ecosystems has already performed some background environmental work for this site, including the building. Exxon Mobile appears to be the party company in charge and has had monitoring wells in the ground for years. As such, between the DEQ and Applied Ecosystems, a track record is generally established. Getting this information consolidated and reported as part of our site acquisition due diligence will not only keep us off the hook for responsibility for contamination, it will help us bring Exxon to the table to support DEQ required mitigation measures.

I received a proposal from Applied Ecosystems to complete this study. The fee is very much within market standards for a professional service, and we find this firm as represented by Mr. Mike Smith, to be of the highest quality. I recommend we move forward with this study immediately so that it is completed within the required 45 days of acquisition.

The next step will be to work with Exxon to “close” the site. This will likely require removal of the tanks and contaminated soil, as well as the application of deed restrictions on future use, such as those that encumber the Marathon site at Miller and Elms. I expect that the city will have some costs in doing so, but Exxon is the responsible party as far as we can tell.

Council Questions, Inquiries, Requests and Comments

- *August Meetings*: Business for the city council ebbs and flows in an unpredictable course. However, all things being equal, August should prove to present lighter agendas. I will be out of town for the meeting on the 10th, and my absence will likely delay some items from otherwise making it to the meeting on the 24th. Rick Clolinger intends to cover in my absence.
- *“In wall inspection”*: This is a rough inspection for the basement when the builder decides to finish/conceal the work in the wall.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, July 27, 2015, 7:00 P.M.**

Resolution No. 150727-4A MINUTES – July 13, 2015

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, July 13, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150727-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of July 27, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150727-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of July 27, 2015, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150727-8B FAMILY FARM & HOME SPECIAL LAND USE REVIEW

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek approved a special land use for outdoor sales in storage for 4315 Elms Road (Family Farm & Home), in accordance with the site plan dated November 17, 2010; and,

WHEREAS, the site has been noted to be in noncompliance with the site plan as it relates to this special land use, by virtue of numerous complaints, and;

WHEREAS, prior efforts to engage the owner and business were unsuccessful at effecting change; and,

WHEREAS, the city council, per Zoning Ordinance Section 30.06, began the process to revoke the special land use for outdoor sales and storage at their regular meeting on June 8, 2015; and,

WHEREAS, the owner and site manager have responded to the notice of revocation and have made a good faith effort to bring the site into compliance; and,

WHEREAS, further improvements relating to pallet storage, lighting repairs, and a dumpster enclosure are still pending,

NOW, BE IT RESOLVED that the City of Swartz Creek City Council extends the period for compliance by another 60 days.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150713-8C THIRD STREET SALE INSTRUMENT APPROVAL

Motion by Councilmember: _____

WHEREAS, the Swartz Creek city council made the following findings as it relates to the future use of 5017 Third Street, PID 58-01-502-077:

1. The prior use, existing zoning, and future land use designation for this parcel are all classified as residential
2. The parcel still retains two accessory structures of a residential use
3. The parcel is adjacent to a residential use to the south and a commercial use to the north, with residential across the street and commercial behind
4. Adjacent owners have expressed a written interest to split the property
5. If split, resulting parcels must be rezoned to reflect the parent parcel of the respective buyer
6. Any split line must transect the property east-west to enable access
7. Resulting parcel splits must be combined with the respective parent parcels upon any sale; and

WHEREAS, the Swartz Creek City Council directed the city manager to negotiate the sale, split, and related conditions of such sale with the adjacent landowners on Third Street; and,

WHEREAS, a purchase agreement and a pair of sale instruments were approved by the city council on June 22, 2015; and,

WHEREAS, the sale instruments were made available for public inspection for a period exceeding thirty days; and,

WHEREAS, no additional findings have been made by the city council,

NOW, THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby approves the sale of 5017 Third Street for \$7,500, said sale to involve the split and separate deeding to the adjacent land owners as outlined in the purchase agreement and quit claim deeds attached.

BE IT FURTHER RESOLVED, that the council directs the Mayor and Clerk to execute the purchase agreement and behalf of the city and further directs the city manager to execute the quit claim deeds upon payment and other satisfactory completion of other applicable terms by the buyers.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150713-8E SUNOCO ENVIRONMENTAL BASELINE STUDY

Motion by Councilmember: _____

WHEREAS, the city resolved to acquire real property, commonly known as 5012 Holland Drive, parcel 58-02-529-017, the Sunoco station, from the Genesee County Treasurer's Office on June 22, 2015; and

WHEREAS, the County has subsequently transferred the property to the city under the rules and regulations pertaining to tax foreclosure in the County of Genesee, State of Michigan; and

WHEREAS, the city desires to protect its interest and liability pertaining to pre-existing contamination at this location; and

WHEREAS, the city desires environmental mitigation of the site by the responsible party; and

WHEREAS, Applied Ecosystems has demonstrated itself as a professional service company that is well situated to assist with these objectives through the provision of a Phase I Environmental Site Assessment (ESA), a Baseline Environmental Assessment (BEA), and a Documentation of Due Care Compliance (DDCC); and

WHEREAS, time is of the essence,

NOW, THEREFORE BE IT RESOLVED the City of Swartz Creek hereby approves the proposal of Applied EcoSystems, Inc., No. 15-5525-215 to perform an ESA, BEA, and DDCC for real property located at 5012 Holland Drive.

BE IT FURTHER RESOLVED the council hereby directs the city manager to execute the Notice to Proceed on behalf of the city.

BE IT FURTHER RESOLVED that costs related to these professional services shall be expensed to 101-794.000-801.000 in an amount not to exceed \$3,400.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 150713–8G MERGER COMMITTEE APPOINTMENTS

Motion by Councilmember: _____

I WHEREAS, under the General Operating Rules of the Council, the Mayor, with the advice and consent of Council, may appoint temporary committees whose membership may include persons not on Council; and

WHEREAS, such committees must be temporary in nature, have a specific purpose, and include a specific time frame for their activities; and

WHEREAS, the city is in the process of analyzing the merger of its police department with the police department of Mundy Township; and

WHEREAS, the council desires to enable a committee of councilmembers and staff to further deliberate on the particulars relating to merger and any resulting authority charged with performing police functions,

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby creates a temporary committee, to be referred to as the “Police Merger Review Committee,” for the purpose of reviewing and making recommendations relating to the proposed police merger, specifically in reference to the draft joint services agreement.

BE IT FURTHER RESOLVED, the Police Merger Review Committee shall endeavor to deliver such findings at the regular meeting no later than October 12, 2015 and be subsequently dissolved unless otherwise engaged in further reviews at the direction of the city council.

BE IT FURTHER RESOLVED, the membership of the Police Merger Review Committee shall be composed of the following individuals:

- Mayor Krueger
- Councilmember Porath
- Councilmember Pinkston
- Mike Gildner – Advisory Counsel
- Adam Zettel – Advisory Staff Member

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 7/13/2015**

The meeting was called to order at 7:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Abrams, Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, City Clerk Juanita Aguilar, DPS Director Tom Svrcek.

Others Present: Bob Plumb, Sharon Shumaker, Lou Fleury, Betty Binder, Ethan Webb, Carson Gardner, John Gardner, Julie Webb, Madeline Webb, Ron Webb, Ron Schultz, Steve Shumaker, Spencer McLaughlin, Brenda McLaughlin, Karen Guenther, Harley Guenther, Joe Perreault.

APPROVAL OF MINUTES

Resolution No. 150713-01

(Carried)

Motion by Councilmember Porath
Second by Councilmember Shumaker

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday, June 22, 2015 to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker, Abrams.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 150713-02

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as amended, for the Regular Council Meeting of July 13, 2015, to be circulated and placed on file.

YES: Hicks, Krueger, Pinkston, Porath, Shumaker, Abrams, Gilbert.
NO: None. Motion Declared Carried.

City Manager's Report

Resolution No. 150713-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of July 13, 2015, to be circulated and placed on file.

YES: Krueger, Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC

Todd Beady, 3445 Morrish Road, spoke on behalf of the DDA. Mr. Beady stated that the DDA is very excited to have all of the commissions; DDA, Planning Commission and City Council, come together for discussion in a public workshop.

COUNCIL BUSINESS

Orienteering Project Donation Acceptance

Ethan Webb described his Eagle Scout Orienteering Course that will be placed in Elms Park.

Resolution No. 150713-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the City of Swartz Creek accept the donation of Ethan Webb's Eagle Scout Orienteering Course, including instructional plaque and installation, said course to be placed in Elms Park as outlined in the proposal included in the July 13, 2015 city council packet.

YES: Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks, Krueger.
NO: None. Motion Declared Carried.

Wireless Lease Extension

(Discussion)

City Manager Zettel spoke about the cell tower near the Public Safety Building stating that the cell company would like to extend the lease.

Rental Inspection Ordinance

Resolution No. 150713-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Shumaker

WHEREAS, the Public Act 167 of 1917, the Housing Law of Michigan, as amended, enables municipal inspections of rental properties, and

WHEREAS, the Swartz Creek City Council recognizes a need and subsequent public benefit to regularly inspecting rental housing for compliance with building and property maintenance codes, and

WHEREAS, a program including registration, inspection, and follow up has been created, along with applicable fees and forms, to enable a comprehensive rental inspection program in the city, and

WHEREAS, the City Council, finding that a compliance-based interval of inspection is in the best interest of the public, renters, and landlords within the city,

THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 421**

An ordinance to amend Chapter 4 of the Code of Ordinances to add thereto a new Article IV for inspections of rental properties.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Chapter 4 of the Code of Ordinances of the City of Swartz Creek.

Chapter 4 of the Code of Ordinances of the City of Swartz Creek is hereby amended to add thereto a new Article IV entitled "Rental Property Inspections" to read as follows:

ARTICLE IV. RENTAL PROPERTY INSPECTIONS

Sec. 4-31. Purpose of standards.

The city recognizes a compelling interest in establishing standards for the maintenance of sanitary and safe residential rental structures in the city as an important factor for the general health, safety and welfare of all of its citizens. This article is designed to promote the continued maintenance of quality and safe rental properties and to enhance and maintain property values.

This article supplements and augments the existing International Property Maintenance Code in protecting and promoting the health, safety and welfare of the citizens of the City of Swartz Creek by requiring the registration of all rental dwelling units in the city. This registration, combined with regular systematic inspections, will help prevent overcrowding, the incidence of communicable diseases, and will aid in the enforcement of the International Property Maintenance Code, which sets minimum allowable standards for adequate maintenance of habitable dwellings. This article is not intended nor shall it be used for the purpose of including the city in civil disputes between rental owners and tenants involving, but not limited to, non-payment of rent, evictions and/or personal disputes.

Sec. 4-32. Definitions.

“Dwelling unit” means a building, or portion thereof, designed for occupancy for living purposes and having cooking facilities and sanitary facilities, including single family residences.

“Landlord” means any person who owns or controls a dwelling, Dwelling Unit, or Rental Unit and rents such unit, either personally or through a designated agent, to any person.

“Owner” means the legal title holder of a Rental Unit or the Premises within which the Rental Unit is situated.

“Rental unit” means any Dwelling Unit or a unit containing sleeping quarters, including but not limited to hotels, motels, bed and breakfast establishments, boarding houses, sleeping rooms, residential, commercial or industrial property, including structures which are leased or rented by the Owner or other Person in control of such units, to any tenant, whether by day, week, month, year or any other term, except for jails, hospitals, nursing homes, convalescent homes, foster homes or temporary group shelters provided by legal nonprofit agencies which are inspected, certified and/or licensed by the state.

Sec. 4-33. Registration.

An Owner or Landlord shall register their Rental Unit at least once every three years, in accordance with the applicable inspection cycle, as follows:

- (1) All existing Rental Units shall be registered within ninety (90) days of the effective date of this ordinance.
- (2) All newly constructed Rental Units shall be registered prior to any use or occupancy as a rental dwelling unit.
- (3) A new Owner or Landlord shall register a Rental Unit, which is sold, transferred or conveyed, within thirty (30) days of the date of the closing of such sale, transfer or conveyance.

- (4) All existing non-rental dwelling units, which are converted to Rental Units, shall be registered prior to the date on which the property is first occupied for rental purposes.

Sec. 4-34. Applications.

Applications for registration shall be made in such form and in accordance with such instructions as may be provided by the building inspector designated by the city manager and shall include at least the following information:

- (1) The name, address and telephone number of the Owner and/or Landlord (no post office box shall be accepted).
- (2) The name, address and telephone number of the Owner's representative, if the rental property owner has opted to appoint a representative. This representative must be located within 40 miles of the premises.
- (3) Upon registration, the Owner shall be responsible for notifying the building inspector of any change of address of either the Owner or Owner's representative.

Included with the registration application shall be an agreement, signed by the Owner, permitting inspections of his/her rental properties by officials or agents of the city and affirming that all tenants of the subject properties have been informed of the regulations contained in this article and of inspections of the rental properties, including common areas, by authorized City officials. All leases executed after the effective date of this article shall contain a provision requiring the tenant(s) to consent to such inspection upon notice as provided in this article.

An authorized City official may, with written notice, require additional information of any or all registrants in order to reasonably further the purposes of this Article.

At the time of registration of the Rental Unit, there will be a prescribed fee for registration and the initial inspection, as adopted by resolution. Any unpaid registration fees shall become a lien on the property immediately and collected as an assessment pursuant to city ordinance.

Sec. 4-35. Inspections.

The building official shall cause a periodic inspection to be made of every Rental Unit at least once every three years, with more frequent inspections for Rental Units that are found to have deficiencies, said inspection frequency to be in accordance with the procedural rules adopted by the city council. Such inspection shall include a thorough examination of all parts of such Rental Unit and the premises connected therewith.

The Owner shall be notified of the date and time of a rental inspection via first class mail at least 30 days prior to the inspection date. Owners shall be required to provide all notices of inspection to the tenant(s) as required by law.

Any Rental Unit, even though not previously scheduled for inspection, may be inspected without prior notice to the Owner and/or tenant if an authorized city official has probable cause to believe that there exists on the property any condition which makes it or any portion thereof substandard or unsafe, or there is evidence that a violation of a code may exist.

If access to a structure, premises or area for the purpose of inspection authorized by this section is refused, an authorized city official, upon showing that probable cause exists for the inspection and for the issuance of an order directing compliance with the inspection requirements of this article with respect to such rental dwelling or rental unit, may petition and obtain such order from a court which has jurisdiction.

Except for probable cause inspections, a Rental Unit may only be inspected during reasonable hours upon presentation of proper identification by an authorized city official.

Sec. 4-36. Standards.

The standards used to determine Rental Unit and Dwelling Unit compliance with city codes and ordinances shall be the International Property Maintenance Code, as adopted and amended by the city council.

The building official is hereby empowered to make such rules and regulations as shall be necessary for the enforcement of this article, subject, however, to the approval of the city council. When the rules and regulations made under this article have been adopted and promulgated by the building official and approved by the city council, they shall be deemed to be as complete and binding a part of the article as if such rules were specifically set forth in this article. The violation of any of such regulations so adopted shall be deemed a violation of this article. Copies of such rules and regulations shall be placed on file in the office of the city clerk for inspection by interested parties at any reasonable time.

Sec. 4-37. Noncompliance with code.

Violations not imminently dangerous. Upon inspection by an authorized city official, if a violation of a code is discovered, but the violation is deemed by the official not to be immediately dangerous to health, welfare or safety, a violation notice shall be issued to the owner. The owner shall be advised of the time period to correct the violation.

Violations that threaten life, limb or property. If upon inspection of a rental property the authorized city official determines that a violation is of such serious nature so as to immediately threaten the health, safety or welfare of the public or the occupants thereof, the official shall demand that the violation(s) be corrected immediately and/or the rental property be vacated immediately.

Sec. 4-38. Notices.

The building inspector shall issue a written report in accordance with Section 107 of the International Property Maintenance Code, noting any violations of this article or any

other provision of the city's ordinances and shall provide a copy of the report to the owner or owner's representative.

The building inspector shall direct the owner or owner's representative to correct violations within the time set forth in the report. A reasonable time for correcting violations shall be determined by the building inspector in light of the nature of the violations and all relevant circumstances, which shall not exceed sixty (60) days, unless correction of the violation within a 60-day period is impossible due to seasonal considerations.

Upon request of the person responsible for correcting violations, the building inspector may extend the time for correcting violations, but not to exceed an additional thirty (30) days.

Re-inspections of a rental property shall occur on the date specified on the violation notice, or sooner if requested by the owner and city scheduling permits such inspection. It shall be the owner's responsibility to coordinate the access to all areas of their rental properties. A fee as established by resolution of the City Council shall be charged for each re-inspection after the first re-inspection.

Sec. 4-39. Violations.

A violation of any provision of this ordinance shall be punished as a municipal civil infraction, subject to fines and costs identified in Section 1-21 of Article II of the City of Swartz Creek Code of Ordinances.

Any structure not in compliance with this article is deemed a nuisance per se.

The building inspector, building official, code enforcement officer and any other person designated by the city manager is hereby designated as the authorized individual to issue municipal civil infraction citations or pursue any other lawful remedy for violations of this Article.

In addition to any penalties imposed by law, upon a finding of responsibility by the court for a violation of this Article, the City may immediately revoke the registration and order the immediate eviction of all persons and property upon the premises until a certificate of compliance is issued by the city.

Sec. 4-40. Fees.

The City shall, by resolution, establish the fees for registration and inspections of Rental Units and the City Clerk shall make the fee schedule available to the public during regular office hours. Any unpaid inspection fees shall become a lien on the property and collected as delinquent property taxes as allowed by law.

Sec. 4-41. Appeals.

Any person aggrieved by an order or decision of any official charged with the enforcement of this Article may appeal that order or decision to the city council provided that appeal is taken no later than twenty (20) days from the date of the order or decision

being appealed. The appellant shall file with the official from whose decision such appeal is taken and with the city clerk, a notice of appeal specifying the ground therefor. The official from whom the appeal is taken shall forthwith transmit to the city clerk a summary report of all previous action taken. The city council may at its discretion call upon the official from whom the appeal is taken, to explain his/her action. The final disposition of such appeal shall be in the form of a resolution either reversing, modifying or affirming, wholly or partly, the decision or the determination appealed from. To this end, the city council shall have all the powers of the official from whom the appeal is taken.

Sec. 4-42. Hearings.

The city council acting as the board of appeals shall fix a reasonable time for the hearing of the appeal and give due notice thereof to interested parties and decide the same within a reasonable time.

Sec. 4-43. Cost.

The cost of the demolition, making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure, incurred by the city to bring the property into compliance with this article shall be reimbursed to the city by the owner or party in interest in whose name the property appears.

Sec. 4-44. Lien.

The owner or party in interest in whose name the property appears upon the last local tax assessment records shall be notified by the assessor of the amount of the costs of the demolition, making the building safe, or of maintaining the exterior of the building, structure or grounds adjoining the building or structure by first class mail at the address shown on the records. If the owner or party in interest fails to pay the costs within 30 days after mailing by the assessor of the notice of the amount of the cost to the city, the city shall have a lien for the cost incurred to bring the property into conformance with this article. The lien for the cost shall be collected and treated in the same manner as provided for property tax liens under the general property tax act, Act No. 206 of the Public Acts of Michigan of 1893 (MCL 211.1 et seq.), as amended.

Sec. 4-45. Separate legal action; judgment.

In addition to other remedies under this article, the city may bring an action against the owner of the building or structure for the full cost of the demolition, of making the building safe, or of maintaining the exterior of the building or structure or grounds adjoining the building or structure. The city shall have a lien on the property for the amount of a judgment obtained pursuant to this section. The lien provided for in this section shall not take effect until notice of the lien is filed or recorded as provided by law.

Section 2. Effective Date.

This Ordinance shall take effect 30 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 13th day of July, 2015, Councilmember Gilbert moved for adoption of the foregoing ordinance and Councilmember Shumaker supported the motion.

Voting for: Porath, Shumaker, Abrams, Gilbert, Hicks, Krueger, Pinkston.

Voting against: None.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Juanita Aguilar
City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 421 which was enacted by the Swartz Creek City Council at a regular meeting held on the 13th day of July, 2015.

Juanita Aguilar
City Clerk

BE IT FURTHER RESOLVED that the following forms, as included in the July 13, 2015 city council packet, shall be hereby incorporated into the rental inspection program of the City of Swartz Creek, with future fees subject to resolution by the city council:

Rental Registration & Inspection Procedural Rules & Policies
Occupant Information Form.
Rental Registration Form
Rental Inspection Certificate of Compliance
Rental Inspection Report
Rental Registration Letter
Flowchart of Rental Registration Process

Discussion Ensued.

YES: Porath, Shumaker, Abrams, Gilbert, Hicks, Krueger, Pinkston.
NO: None. Motion Declared Carried.

Storm Water Agreement

Resolution No. 150713-06

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Hicks

WHEREAS, the County of Genesee and City of Swartz Creek are subject to the requirements of the Phase II Storm Water Regulations published by the United States Environmental Protection Agency in the Federal Register on December 8, 1999; and

WHEREAS, the County established the Genesee County Storm Water Management System to provide storm water management services to county municipalities, including Swartz Creek, in accordance with the provisions of Public Act 342 of 1939 to enable the county and municipalities to comply with the requirements of Phase II regulations; and

WHEREAS, the Genesee County Drain Commission is the agency designated to establish, manage, and operate the System; and

WHEREAS, the County and municipalities, including Swartz Creek, entered into the Genesee County Phase II Regulations Storm Water Management System Contract, dated May 1, 2001 to enable the following activities:

Public education and outreach on storm water impacts,
Public participation/involvement,
Illicit discharge detection and elimination
Construction site storm water runoff control,
Post-construction storm water runoff control,
Pollution prevention/good housekeeping for municipal operations; and

WHEREAS, the County and Municipalities desire to proceed with the foregoing implementation activities and related sub-committee activities required by the Phase II Regulations and to provide for a method for allocating costs of such activities,

NOW, THEREFORE BE IT RESOLVED the City of Swartz Creek hereby approves the Third Amendment to Genesee County Phase II Regulations Storm Water Management System Contract to be dated as of October 1, 2015, among the County of Genesee, acting through its Drain Commissioner, as County Agency, and the Municipalities (the "Amendment"), which Amendment provides, among other things, for the provision by the Genesee County Storm Water Management System of services for implementation activities required by the Phase II Regulations, the allocation of the costs of such activities among the County and the Municipalities, and the payment by the County and the Municipalities of their respective share of the cost of the services as set forth in the Amendment.

BE IT FURTHER RESOLVED the City of Swartz Creek and Clerk are authorized and directed to execute and deliver the Amendment for and on behalf of the City of Swartz Creek.

BE IT FURTHER RESOLVED a copy of the Amendment presented on this date and herein approved and authorized to be executed and delivered shall be attached to the minutes of this meeting and made a part thereof and shall be placed on file with the Clerk and made available for examination by any interested person during normal business hours.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions, insofar as they may be in conflict herewith, are hereby rescinded.

YES: Shumaker, Abrams, Gilbert, Hicks, Krueger, Pinkston, Porath.

NO: None. Motion Declared Carried.

Bikes on the Bricks

Resolution No. 150713-07

(Carried)

Motion by Councilmember Porath
Second by Councilmember Gilbert

I Move the Swartz Creek City Council hereby authorize Bikes on the Bricks to make application to the Genesee County Road Commission on behalf of the City of Swartz Creek in the county of Genesee, Michigan for the permitting of a motorcycle motorcade on September 12, 2015, which is planned to make use of right of ways of Seymour and Miller Roads approaching and within the City of Swartz Creek. The council further indemnifies and agrees to hold harmless all persons employed by or serving the permitting agency from claims of every kind arising out of operations authorized by such permit as may be issued.

Discussion Ensued.

YES: Abrams, Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker.

NO: None. Motion Declared Carried.

Dedication of City Hall

Resolution No. 150713-08

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Porath

WHEREAS, Paul Daniel Bueche, born March 11, 1956, began his career in law enforcement with Swartz Creek in 1977; and

WHEREAS, Mr. Bueche was subsequently promoted to the rank of Sergeant in 1985, to Chief of Police in 1995, and to City Manager in 2002; and

WHEREAS, Mr. Bueche served on numerous boards including the 911 Board, Planning Commission, Chief of Police Association, and Downtown Development Authority; and

WHEREAS, Paul's positive contributions and impact in the community as a city employee, businessman, and family man are too numerous to account; and

WHEREAS, Paul passed away on May 15, 2014,

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the official naming of city hall as the "PAUL D. BUECHE MUNICIPAL BUILDING" and directs the city manager to prepare new signage and a dedication ceremony for August 24, 2015.

Discussion Took Place.

YES: Gilbert, Hicks, Krueger, Pinkston, Porath, Shumaker, Abrams.

NO: None. Motion Declared Carried.

Police Vehicle Auction

Resolution No. 150713-09

(Carried)

Motion by Councilmember Shumaker

Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek, finding the 2009 Dodge Charger police cruiser to be beyond its useful life for the execution of safe and efficient police activities, hereby direct and authorize the Chief of Police to auction this vehicle and related appurtenances (listed below) by means of the Bidcorp.com service.

1. 2009 Dodge Charger, VIN #2B3KA43V59H519401, 95,000 miles
2. Whelen "Edge" series light bar model #LL288000 Serial #5347

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Porath, Shumaker, Abrams, Gilbert.

NO: None. Motion Declared Carried.

Commission Appointments

Resolution No. 150713-10

(Carried)

Motion by Councilmember Hicks

Second by Councilmember Gilbert

I Move the Swartz Creek City Council concur with the Mayor and City Council appointment as follows:

MAYOR RE-APPOINTMENT:

ROBERT BROWN

Board of Review

Three-Year Term Expiring June 30, 2018

YES: Krueger, Pinkston, Porath, Shumaker, Abrams, Gilbert, Hicks.

NO: None. Motion Declared Carried.

Fire Board

(Discussion)

Mayor Pro-Tem Abrams spoke about the June Fire Board meeting stating that Clayton Township announced that their Board was going to remove their 2015 participation in the Capital Improvement Fund because of overages and expenditures in the Fire Department and their budget process.

MEETING OPEN TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker spoke about the road construction on Miller Road stating that he felt that they have good traffic control. Mr. Shumaker thanked City Manager Zettel for doing the advance investigation on mosquito control.

Councilmember Hicks stated that it is looking “crappy” in front of Dr. Goldfein’s old office, by St. Mary’s on Morrish Road. Ms. Hicks requested that someone write down the information on the Fire Board issue so that she can better understand the ins and outs. City Manager Zettel stated that he will go over the budget with her.

Councilmember Gilbert spoke about how the lights are activated at Miller and Morrish Roads stating that it is much safer to cross the road with that light configuration.

Mayor Pro-Tem Abrams remarked that it is a challenge to be on the Fire Board. Mr. Abrams spoke about the signs in front of Syring school leaning again.

Mayor Krueger thanked the council for their willingness and good efforts at reading the resolutions every meeting. Mr. Krueger spoke about meetings that he has attended at Genesee County stating that they just read the resolution number with no explanation as to what the resolution is about.

Mayor Pro-Tem Abrams spoke about the State Representative, stating that he doesn’t even know who it is. Councilmember Shumaker volunteered to contact the representative and invite him to a council meeting.

Adjournment

Resolution No. 150713-11

(Carried)

Motion by Councilmember Shumaker
Second by Mayor Pro-Tem Abrams

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 9:12 p.m.

YES: Unanimous Voice Vote.
NO: None. Motion Declared Carried.

David A. Krueger, Mayor

Juanita Aguilar, City Clerk

City of Swartz Creek

Pending Michigan Tax Tribunal Cases

Year	Parcel #	docket	Owner	Petitioner	Assessed- Current	Taxable- Current	Assessed- Requested	Taxable- Requested	Status	Notes
2014	58-03-530-001	14-005368	Morgan Properties	Steve Johnson	286,300	286,300	149,425	136,875	answered 8/12/14	Gilroys Plaza
2014	58-03-200-003	14-005368	Morgan Properties	Steve Johnson	623,800	567,674	325,575	298,225	answered 8/12/14	Gilroys Plaza
2015	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	286,600	286,600	50,000	50,000	answered 6/16/15	Golf course
2015	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	182,600	181,762	110,000	110,000	answered 6/9/15	
2015	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	21,900	19,778	15,000	15,000	answered 6/9/15	
2015	58-35-400-001	15-001904	Sports Creek	Michael Shapiro	1,207,400	918,667	500,000	500,000	answered 6/9/15	
2015	58-02-200-033	15-002502	Nemer Enterprises	Kal Nemer	293,400	196,940	190,000	190,000	answered 6/16/15	Morrish Rd office



Applied *Eco*Systems, Inc.

Environmental Management, Consulting & Field Services

July 15, 2015

Proposal No. 15-5525-215

Mr. Adam Zettel, AICP
City Manager
Swartz Creek City
8083 Civic Drive
Swartz Creek, Michigan 48473

Via email: azettel@cityofswartzcreek.org

Subject: PROPOSAL FOR ENVIRONMENTAL SERVICES
Holland Drive (former Sunoco)
Swartz Creek, Michigan

Dear Mr. Zettel:

Applied *Eco*Systems, Inc. (Applied *Eco*Systems) is pleased to provide this proposal to complete a Phase I Environmental Site Assessment (Phase I ESA), a Baseline Environmental Assessment (BEA) and a Documentation of Due Care Compliance (DDCC) report or Due Care Plan (DCP) as appropriate, using existing analytical data, on the above-referenced property.

BACKGROUND

Applied *Eco*Systems was asked to provide a proposal to complete environmental due diligence services for a potential purchaser for the above-referenced property.

This proposal is based on the understanding that data exists that demonstrates that the property is a "Facility" and therefore a subsurface investigation is NOT warranted in order to complete a BEA and DDCC/DCP. Accordingly Applied *Eco*Systems is recommending that the purchaser complete the following to satisfy due diligence:

- Phase I ESA
- BEA
- DDCC/DCP

Please note that if research associated with the Phase I ESA indicates that the site is not a "Facility" and no RECs are found, there will be no need to complete the BEA or the DDCC/DCP. If RECs are found that have not been assessed, a subsurface investigation may be recommended at additional cost.

TECHNICAL APPROACH

Please note that the proposed scope of work and information presented in this correspondence is based on information known by Applied *EcoSystems* to date, and shall not be construed as consulting advice or service outside the context of this proposal. Applied *EcoSystems* encourages the client and/or client's legal counsel to carefully review the proposed scope of work and submit any comments or additional information to Applied *EcoSystems* that may be relevant to the investigation.

The following environmental services are proposed:

Phase I Environmental Site Assessment (Phase I ESA):

The purpose of a Phase I ESA is to identify potential environmental concerns on the property known as RECs. Applied *EcoSystems* will perform the following as part of the Phase I ESA:

Site Reconnaissance

A site reconnaissance will be performed to obtain information indicating the likelihood of a potential REC in connection with the property. The site reconnaissance will consist of a site visit to observe the interior and exterior of the property and evaluate current and former uses of the property and surrounding properties, as described in the Standard.

Regulatory Records Review

Applied *EcoSystems* will review, as applicable, state and federal environmental databases, local government records, and historical databases to identify indications of previous property uses that may indicate a REC or potential REC as defined in ASTM E1527-13.

Historical Use Information

In accordance with the standard, Applied *EcoSystems* will review, as applicable, historical sources such as Historical Aerial Photographs, Sanborn Fire Insurance Maps, and Historical Address Directories, USDA Soil Survey, and USGA topographic maps to identify all historical land uses back to the earlier of 1940 or the property's first developed use.

Interviews

Applied *EcoSystems* will make reasonable attempts to conduct interviews with past and present owners, operators, and occupants to obtain information indicating RECs in connection with the property. Applied *EcoSystems* also will make reasonable attempts to interview state and/or local government officials, as appropriate, to obtain information indicating RECs in connection with the property.

Project Report

Applied *EcoSystems* will prepare the Phase I ESA report describing the information gathered through site reconnaissance, regulatory records searches, historical use information and interviews and the findings as they relate to any potential environmental concerns. The extent of information and recommendations presented within the report is based solely upon the observations and investigations, and is not verified to be complete beyond the scope of the proposed services or intent of the assessment.

The Phase I ESA is required as a part of a purchaser's steps in liability protection if a BEA is completed. The Phase I ESA will be completed in accordance with the scope and limitations of ASTM Practice E1527-13 and 40 CFR Part 312, Standards and Practices for All Appropriate Inquiries (AAI) for the property. The AAI standards require that the ESA User perform certain inquiry, as outlined below. If the ESA User has any knowledge of the items below, please communicate this to Applied *EcoSystems* for inclusion in the Phase I ESA Report.

1. *Are you aware of any environmental cleanup liens against the property that are filed or recorded under federal, tribal, state or local law?*
2. *Are you aware of any activity use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, state, or local law?*
3. *As the User of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?*
4. *Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?*
5. *Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?*
6. *As the User of this ESA, based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of contamination at the property?*

Subsurface Investigation:

Based on the information provided by the client, it does not appear that subsurface investigations will be needed. If the Phase I ESA identifies a REC that has not previously been investigated, Applied *EcoSystems* will provide a specific cost estimate to assess that concern.

Baseline Environmental Assessment (BEA):

The purpose of the BEA is to provide liability protection for a purchaser if contamination is discovered such that the property is classified as a "Facility," as described by Part 201 (a "Facility" is defined as a site contaminated above residential cleanup thresholds.) While not required as part of the BEA, the client is advised to prepare/maintain the necessary documentation to demonstrate whether or not a release occurs on-site in the future. Such measures may include paving chemical storage areas, limiting areas used for chemical storage, documenting housekeeping and disposal practices, etc. Applied *EcoSystems* understands that the client will rely solely on future operational and recordkeeping measures to be able to demonstrate whether a release occurs after ownership/occupancy. Additional subsurface investigations beyond those proposed may also provide a stronger basis to determine the source/extent of a possible future release.

The BEA must be submitted to the MDEQ, with the submittal form provided by the department, within six months following the earliest of occupancy, purchase, or foreclosure for the purchaser to qualify for liability exemption. While Applied *EcoSystems* may assist with the completion of the form and submittal of the BEA to the MDEQ, the responsibility of timely submission of the BEA to the MDEQ shall be the responsibility of the Client. The Client shall determine the correct date of purchase, foreclosure, or occupancy. Note also that Part 201 requires disclosure of the “Facility” status to subsequent purchasers.

Due Care Plan (DCP) or Documentation of Due Care Compliance (DDCC):

The State of Michigan requires that the owner/occupant of a site contaminated above residential criteria document that the site is safe for the intended future use. Completion of an adequate *Documentation of Due Care Compliance Report* frequently requires that the extent of the on-site impact be delineated, thus often requiring significant assessment beyond that completed during an initial evaluation. If additional investigations or corrective actions are required to document due care compliance, Applied *EcoSystems* will prepare a *Due Care Plan* and present the recommended activities in a new cost proposal or Change Order.

Please note that approval of a Small Business Administration (SBA) loan will require that the *Documentation of Due Care Compliance Report* be reviewed and approved by the MDEQ. It is possible that review by the MDEQ will require additional investigations at additional cost. If the *Documentation of Due Care Compliance Report* is submitted for MDEQ review and additional investigations are required by the MDEQ, Applied *EcoSystems* will prepare a cost proposal for the required activities.

The *Documentation of Due Care Compliance Report* must be made available to the MDEQ upon request within six months following the earliest of occupancy, purchase, or foreclosure. Note that Part 201 requires compliance with due care requirements as a condition of the BEA liability protection.

Additional Forms:

In the event that contamination is known to be or appears to have the potential to migrate from the site, completion of the MDEQ form, *Notice of Migration of Contamination* will be required.

Other Considerations:

Note that the BEA does not protect a purchaser/occupant against liability for lead-based paint or asbestos-containing building materials. In addition, any abandoned wastes and storage containers, including underground tanks, should be removed from the site within 45 days as part of the purchaser’s due care obligations.

PROJECT COST AND SCHEDULE

Phase I Environmental Site Assessment	\$ 1,700.00
Baseline Environmental Assessment Report	\$900.00 - 1,000.00
Due Care Plan (DCP) or Documentation of Due Care Compliance (DDCC), as appropriate, if necessary.	<u>\$500.00 - 700.00</u>
<i>TOTAL</i>	<i>\$3,100.00 - 3,400.00</i>

Applied EcoSystems will honor this cost proposal for a period of 90 days. *Note that payment in full is required upon receipt of invoice. Payment is not contingent on MDEQ approval, comment, or acceptance, nor is payment to be delayed pending other associated property transactions or a closing.*

Schedule:

Applied EcoSystems will begin the project immediately following the receipt of the signed Proposal. Applied EcoSystems estimates three to four weeks to complete the proposed scope of work.

NOTICE TO PROCEED

SITE ADDRESS: Holland Drive (former Sunoco, Swartz Creek, Michigan

Please sign below to acknowledge and accept the attached Terms and Conditions (dated December 20, 2010), which are incorporated into this Proposal by reference, the Scope of Services as stated in this Proposal, and the ESA User Responsibilities.

If this Proposal is accepted, this Proposal shall become a contract between Applied *EcoSystems* and the client so named below. Please sign and return a copy of the Proposals signature page to Applied *EcoSystems*' Burton, Michigan, office. This document will serve as our Notice to Proceed. Also, please complete the billing address information below.

Note that payment in full is required upon receipt of invoice. Payment is not contingent on MDEQ approval, comment, or acceptance, nor is payment to be delayed pending other associated property transactions or a closing.

PROPOSAL NO. 15-5525-215 ACCEPTED BY:

Signature

Printed Name and Title

Company

Date

BILLING ADDRESS:

Company Name

Address

City, State, Zip Code

Telephone No.

Fax No.

Contact

Page Seven
Mr. Zettel
July 15, 2015

Proposal No. 15-5525-215

We appreciate the opportunity to be considered for this project and look forward to working with you. Should you have any questions concerning this Proposal, please feel free to contact me at (810) 715-2525.

Sincerely,

APPLIED *ECO*SYSTEMS, INC.



Sandra Clark
President



Mike Smith
Senior Technical Manager

SKC:lm

TERMS AND CONDITIONS

1. APPLIED ECOSYSTEMS, INC. (Applied *EcoSystems*) shall perform all work under this Agreement as an independent contractor. Neither execution of this Agreement nor performance by the parties under this Agreement shall create any partnership, joint venture, or agency relationship between the parties.
2. Applied *EcoSystems* periodically shall submit invoices to CLIENT. CLIENT shall pay each invoice upon receipt. CLIENT shall pay an additional charge of one and one half (1½%) of the amount of the invoice per month or the maximum percentage allowed by law, whichever is the lesser, for any payment received by Applied *EcoSystems* more than thirty (30) days from the receipt of the invoice. The retainer fee and first installment payment are due upon receipt of invoice.
3. The CLIENT, at its expense, shall provide full information regarding its knowledge of the Project, the identity, nature, quantity, and location of hazardous substances, hazardous waste, or toxic materials at or on the site; all reports, data, maps diagrams, studies, specifications, and other documents or any information relating to said substances, materials, and wastes; and surface or subsurface conditions at the site which would assist Applied *EcoSystems* to perform its services hereunder; and any circumstances known ordinarily be expected. Applied *EcoSystems* shall be entitled to rely on all Client-provided documents and information in performing services under the Agreement; however, Applied *EcoSystems* assumes no responsibility or liability for the accuracy or completeness of such documents or information.
4. The CLIENT, at its expense, shall provide Applied *EcoSystems* with access to and egress from all property to which Applied *EcoSystems* may require access to perform its services under this Agreement.
5. In recognition of the inherent risks associated with these types of projects, CLIENT agrees that for any damage caused by professional negligence; Applied *EcoSystems*' liability, including that of its employees, agents, subcontractors, and related legal fees, in the aggregate under this Agreement shall not exceed the limits of Applied *EcoSystems*' liability insurance coverage, two million dollars (\$2,000,000). In no event shall Applied *EcoSystems* be liable for consequential damages. Applied *EcoSystems* will not be responsible if work is not completed within required deadlines due to circumstances beyond Applied *EcoSystems*' control.
6. For any damages caused by negligence other than professional negligence, Applied *EcoSystems*' liability, including that of its employees, agents, and subcontractors, in the aggregate under this Agreement shall not exceed the limits of Applied *EcoSystems*' comprehensive general, automotive liability insurance coverage, or other insurance policies.
7. Subject to Paragraph 5 above and otherwise to the fullest extent permitted by law, CLIENT and Applied *EcoSystems* shall indemnify, defend, and hold harmless each other and their subcontractors, consultants, agents, officers, directors, and employees from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential, including, but not limited to fees and charges of attorneys and court and arbitration costs, arising from their negligent acts or omissions.
8. Either party may terminate this Agreement for cause if the other commits a material, uncured breach of this Agreement. Termination shall be effective ten (10) days from receipt of the Notice of Termination. CLIENT shall pay Applied *EcoSystems* upon receipt of invoice for services performed unless otherwise agreed upon in writing.
9. Applied *EcoSystems* shall not specify work procedures, manage, or supervise work, for which it is not responsible under this Agreement, or implement or be responsible for health and safety procedures for persons other than its own employees.
10. This agreement shall be governed by the law of the State of Michigan. Parties consent to venue in Genesee County, of any action brought to enforce the terms of this agreement or to collect any monies due under it.
11. CLIENT shall compensate Applied *EcoSystems* for any and all cost, expense, obligation, or damage arising out of any litigation, investigations, or regulatory procedures in which Applied *EcoSystems* is compelled to participate, that relate to this Project.
12. CLIENT shall indemnify, defend, and hold harmless Applied *EcoSystems* from and against all claims, damages, losses, and expenses, whether direct, indirect, or consequential, arising from damage to or destruction of subsurface utilities or other underground structures as a result of any work Applied *EcoSystems* conducts under this agreement.
13. In any action to recover fees owed it under this agreement, Applied *EcoSystems* has the right to choose the legal forum in which to initiate an action for collection of such fees. The CLIENT agrees to pay Applied *EcoSystems* any and all expenses incurred in recovering any delinquent amounts, including, but not limited to, reasonable attorney's fees and court costs. All other claims, disputes, or other matters in question between CLIENT and Applied *EcoSystems* that arise out of, or relate to, the performance of services under this agreement, or its breach, unless both CLIENT and Applied *EcoSystems* shall agree otherwise, shall be resolved through submittal to arbitration in accordance to the then current rules of the American Arbitration Association.
14. In the event that, due to circumstances beyond Applied *EcoSystems*' control, damages occur to the site that is the subject of the proposed investigation, CLIENT agrees to hold Applied *EcoSystems* harmless for costs associated with necessary repairs as well as resulting consequential damages if levied against Applied *EcoSystems*. If CLIENT is not the owner of the site that is subject to the proposed investigation, CLIENT agrees to immediately reimburse Applied *EcoSystems* for costs associated with necessary repairs if levied against Applied *EcoSystems*, as well as claims brought against Applied *EcoSystems* by the property owner, associated with Applied *EcoSystems*' investigations and not due to an act of Applied *EcoSystems*' negligence.
15. Reports are prepared and intended solely and exclusively for the persons or entities named therein and their lender(s), and are not to be used or relied on by any other person or entity.
16. CLIENT shall receive physical copies of Applied *EcoSystems*' reports and a license to employ them as necessary in connection with the sale, financing, or improvement of the property to which they relate. Applied *EcoSystems* retains all other rights with respect to the reports including all rights provided by applicable copyright law and exclusive ownership of all samples, notes and raw data gathered or other information extrapolated therefrom.
17. CLIENT will arrange, obtain permission with the property owner, and provide ready access to the site as necessary for Applied *EcoSystems* to perform the work. Site security and escort will be arranged by CLIENT at CLIENT's expense if required.
18. The provisions of this Agreement shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.



GENESEE COUNTY DRAIN COMMISSIONER'S OFFICE

- DIVISION OF -

WATER & WASTE SERVICES

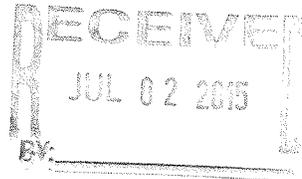
G-4610 BEECHER ROAD - FLINT, MICHIGAN 48532-2617

PHONE (810) 732-7870 - FAX (810) 732-9773

JEFFREY WRIGHT
COMMISSIONER

June 30, 2015

Juanita Aguilar, Clerk
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473



Dear Ms. Aguilar:

On June 11, 2015, we received notice from the Director of DWSD that she was going to recommend, to the Detroit Water Board, a rate increase to the Genesee County water and wastewater system.

On June 24, 2015, members of the Advisory Board met to discuss the proposed rate increase. After a brief discussion, these members recommended the Drain Commissioner establish a rate sufficient to cover the added cost.

Find enclosed a water rate sheet to become effective September 2, 2015. The only change to the sheet is the commodity rate from \$4.75 to \$5.13 per 100 cubic feet. A low water user (500 cubic feet per month) will see an increase of \$5.70 in their bill for the quarter. An aver water user (1,000 cubic feet per month) will see an increase of \$17.10 in their bill for the quarter.

The rate will become effective on all water bills issued by the County Agency after September 2, 2015.

Due to the short notice from Detroit, we are giving you a full 90 days to notify your customers. If you would like your rate change to be effective September 2, **we need notification by September 1, 2015.** As always, our office is available to assist you in adjusting your water rates to cover the increase.

Should you have any questions or need further comments, do not hesitate to contact this office.

Sincerely,

John F. O'Brien, P.E., Director
Division of Water and Waste Services

CC: Adam Zettel, Manager

GENESEE COUNTY WATER SUPPLY SYSTEM
 RATES FOR SERVICE FOR WATER BILLS RENDERED
 ON AND AFTER SEPTEMBER 2, 2015

The rates to be charged for water furnished by the System shall be as hereinafter set forth. Water to be furnished by the System shall be measured by a meter or equivalent meters, installed and controlled by the County. Charges for water service will be made for water furnished based upon monthly, bimonthly, and quarterly billings as set forth herein.

I. RATES BASED ON SUMMATION OF INDIVIDUAL METER READINGS (MONTHLY CHARGES)

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 15.00	\$15.00
3/4	\$ 22.50	3/4 or larger \$22.50
1	\$ 37.50	
1-1/2	\$ 75.00	
2	\$ 120.00	
3	\$ 262.50	
4	\$ 375.00	
6	\$ 750.00	
8	\$ 1,200.00	
10	\$ 1,800.00	
12	\$ 3,225.00	

(Irrigation meters are an automatic charge May 1 through October 31 or any quarter that usage is recorded) Rate becomes effective on date signed.

I. A. Indirect Rates

<u>Meter Size - Inches</u>	<u>Readiness to Serve Charge</u>	<u>Irrigation Meters</u>
5/8	\$ 14.00	\$14.00
3/4	\$ 21.00	3/4 or larger \$21.00
1	\$ 35.00	
1-1/2	\$ 70.00	
2	\$ 112.00	
3	\$ 245.00	
4	\$ 350.00	
6	\$ 700.00	
8	\$ 1,120.00	

II. RATES BASED ON MASTER METER READINGS

A. MONTHLY

<u>Equivalent Meters</u>	<u>Readiness to Serve Charge @ \$92.36 / eq. meter</u>
25	\$ 2,309.00
50	\$ 4,618.00
80	\$ 7,388.80
120	\$ 11,083.20
165	\$ 15,239.40
215	\$ 19,857.40
320	\$ 29,555.20

The number of equivalent meters is based on the peak monthly flow from the prior calendar year. An equivalent meter size will be determined based on the peak monthly flow being 75% of the meter capacity. The meter capacity and number of capacity equivalent meters will be based on current AWWA standards. The meter size and number of equivalent meters will be based on standard meter sizes, with a minimum of 25 equivalent meters.

III. COMMODITY CHARGES (applies to both Individual and Master Meters):

The total commodity charge is \$5.13 per 100 cubic feet. This sum is the total of \$1.70 per 100 cu.ft. plus the DWSD commodity charge, which is charged via the City of Flint and also the City's back-up supply charge, and is currently estimated at \$3.43 per 100 cu. ft.

IV. QUARTERLY RATES (applies to Individual Meters):

Multiply readiness to serve charge by three.

V. WATER STATION RATES

The commodity charge for watering is \$6.15 per 100 cubic feet (0.25 per 30 gallons). No Readiness to Serve charge. Accounts shall be billed monthly.

Agreement

This Agreement, dated _____, 2015, is between the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“the City”), Woods & Sons Investment, LLC, whose address is 14068 Weir Road, Clio, MI 48420 (“Landowner A”) and Ronald J. & Angela Carr, whose address is 5029 Third Street, Swartz Creek, MI 48473 (“Landowner B”).

Recitals

WHEREAS,

The City owns property commonly identified as 5017 Third Street, Swartz Creek, MI 48473 (PID 58-01-502-077) (“the Parent Parcel”), that is located between two parcels: Existing Parcel A, commonly identified as 5015 Third Street, Swartz Creek, MI 48473 (PID 58-01-502-075) and Existing Parcel B, commonly identified as 5029 Third Street, Swartz Creek, MI 48473 (PID 58-01-502-079); and

The City wishes to split the Parent Parcel in equal halves and sell one half to Parcel A and the other half to Parcel B, and the owners of Parcels A and B are willing to purchase their respective halves on the terms and conditions of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The transfer of each north half of the Parent Parcel will be accomplished by a Quit Claim Deed executed by the City in exchange for payment by Landowner of Parcel A in the amount of Five Thousand Five Hundred Dollars (\$5,500.00).
2. The transfer of each south half of the Parent Parcel will be accomplished by a Quit Claim Deed executed by the City in exchange for payment by Landowner of Parcel B in the amount of Two Thousand Dollars (\$2,000.00).
3. Each Landowner shall then take all steps necessary to combine the one half of the Parent Parcel that they receive from the City with Existing Parcels A and B, the combination of which will create Resulting Parcels A and B;
4. Resulting Parcels A and B shall have the same zoning classification as Existing Parcels A and B, respectively, or each Landowner shall take all steps necessary to see that Resulting Parcels A and B have the same zoning classification as Existing Parcels A and B;
5. The City shall waive all lot split, lot combination, and zoning fees related to the execution of this agreement;
6. The City shall not affirm lot boundaries. Each Landowner maintains the right to perform a land survey at their own expense;
7. The Landowner of Existing Parcel A shall construct and maintain a six-foot screening fence along the south lot line of Existing Parcel A as permitted by ordinance;

8. The Landowner of Existing Parcel A, and his successors and assigns, shall be prohibited from maintaining uses and activities on the property of an industrial nature, including vehicle repair, but not including the storage of vehicles and trailers that are operable, licensed and insured. The Quit Claim Deed to the Landowner of Existing Parcel A shall contain language expressing these restrictions on the use and activities of the property;
9. The Executed Deeds shall be held in escrow until all terms and conditions of this Agreement are satisfied, at such time they shall be released to Landowners.

The sale of each half of the Parent Parcel will result in two new parcels, being Resulting Parcel A and Resulting Parcel B.

LANDOWNER A:

WOODS & SONS INVESTMENT, LLC,
a Michigan Limited Liability Company

By: _____

By: _____

Witness:

SELLER:

CITY OF SWARTZ CREEK, a Michigan
Municipal Corporation,

By: _____
Its Mayor

By: _____
Its City Clerk

Witness:

LANDOWNER B:

ANGELA J. & RONALD M. CARR,
a married couple

By: _____

By: _____

Witness:

Approved as to form:
Michael J. Gildner, City Attorney

QUITCLAIM DEED

On _____, 2015, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Woods & Sons Investment, LLC, whose address is 14068 Weir Road, Clio, MI 48420, ("Grantee"), the real property commonly known as the north half of 5017 Third Street, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

THE NORTH 46.5 FT OF THE WEST 140 FT OF LOT 4 & WEST 140 FT OF NORTH 1/2 OF LOT 5 HOUSTON MILLER CHAMBERS PLAT NO 1(77)

("the Property"), the north 46.5' of Parcel No. 58-36-676-040 (5017 Third Street)

For a sum of Five Thousand Five Hundred Dollars (\$5,500.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable, including the following use restrictions:

The Grantee his successors and assigns, shall be prohibited from maintaining uses and activities on the property of an industrial nature, including vehicle repair, but not including the storage of vehicles and trailers that are operable, licensed and insured.

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ____ day of ____ 2015, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____

Recording Fee \$ _____

Revenue Stamps

QUITCLAIM DEED

On _____, 2015, the City of Swartz Creek, a home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 ("Grantor"), quitclaims to Ronald J. & Angela Carr, whose address is 5029 Third Street, Swartz Creek, MI 48473, ("Grantee"), the real property commonly known as the south half of 5017 Third Street, in the City of Swartz Creek, County of Genesee, Michigan, and described as:

THE SOUTH 46.5 FT OF THE WEST 140 FT OF LOT 4 & WEST 140 FT OF NORTH 1/2 OF LOT 5 HOUSTON MILLER CHAMBERS PLAT NO 1(77)

("the Property"), the south 46.5' of Parcel No. 58-36-676-040 (5017 Third Street)

For a sum of Two Thousand Dollars (\$2,000.00),

subject to any easements and building and use restrictions of record and the lien of taxes not yet due and payable, including the following use restrictions:

This transfer is exempt from real estate transfer taxes under MCL 207.526(a) and 207.505(a).

This transfer is being made to Grantee with the understanding and agreement that Grantee will use and develop the Property as specified in the Purchase Agreement executed by the parties and on file at City Offices and, in the event that the Property is not used and developed as such, all right, title and interest in the Property will revert to the City.

City of Swartz Creek

Dated: _____

By: _____

STATE OF MICHIGAN}
COUNTY OF GENESEE}

The foregoing instrument was acknowledged before me this ____ day of ____ 2015, by the City of Swartz Creek, by _____, Its _____.

Notary Public, Genesee County, Michigan
Acting in Genesee County, Michigan
My commission expires:

When Recorded Return to
and send subsequent tax bills to:

Prepared By:
Michael J. Gildner
Simen, Figura & Parker, P.L.C.
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
(810) 235-9000

Tax Parcel No. _____ Recording Fee \$ _____ Revenue Stamps

June 2015 Flint Area Narcotics Group Report

Please see below for the activity for the month of June 2015:

On 6-1-15, FANG officers conducted a controlled purchase of heroin from a suspect in a residence in the city of Flint. Based on this controlled purchase officers obtained and executed a search warrant at the residence on 6-2-15. Officers seized 6 grams of heroin and initiated forfeiture proceedings on \$375.00. The suspect was lodged in the Flint City Jail.

On 6-2-15, a MSP FANG officer responded to Huron County to assist the Huron County Sheriff Dept. with the package and transport of methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 6-3-15, FANG officers obtained and executed a search warrant at a residence in the city of Flint. Officers seized a small amount of cocaine and initiated forfeiture proceedings on \$349.00. The investigation is on-going.

On 6-4-15, while conducting surveillance in a high crime area in the city of Flint, FANG officers observed a hand to hand drug transaction. Upon making contact with the suspects officers seized 5 grams of crack cocaine and initiated forfeited proceedings on \$210.00. One suspect was lodged in the Flint City Jail.

On 6-8-15, FANG officers conducted a controlled purchase of crack from a suspect in the city of Flint. The investigation is on-going.

On 6-8-15, FANG officers performed a controlled purchase of heroin and crack from a suspect in the city of Flint. The investigation is on-going.

On 6-9-15, FANG officers responded to St. Clair County to assist the St. Clair County Drug task force with the package and transport of methamphetamine hazardous materials from two methamphetamine labs to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 6-9-15, FANG officers acting on a credible tip conducted surveillance on a suspect's residence in the city of Flint. The suspect was observed leaving the residence. After observing traffic violations a traffic stop was conducted by a K-9 Trooper. The suspect was found to have 1/8 ounce of crack cocaine on his person. A consent search of the suspect's residence was conducted. Officers seized an additional 2 oz. of crack cocaine, an unregistered handgun, and initiated forfeiture proceedings \$900.00.

On 6-9-15, FANG officers observed a subject walking in the city of Flint, this subject known to officers to have felony drug warrants out of Flint Twp. P.D. Upon making contact with the subject he threw a small amount of crack cocaine to the ground. The subject was lodged at the Flint City jail.

On 6-10-15, FANG officers conducted an undercover officer buy of heroin from a suspect in the parking lot of a business in city of Flint, officers then conducted surveillance on the suspect after the buy. Officers conducted another undercover officer buy of heroin from this suspect on 6-22-15, in the parking lot of a business in Genesee Twp. The suspect was arrested after this buy without incident. The investigation is on-going.

On 6-12-15, FANG officers responded to an address in the city of Flint at the request of the Genesee County Sheriff Department reference a methamphetamine lab. Members of GAIN had found a methamphetamine lab while conducting an unrelated investigation. FANG officers assumed the methamphetamine investigation, made the components safe, packaged the hazardous materials and transported them to the MSP methamphetamine hazardous material storage container in Bridgeport. One subject was lodged at the Genesee County Jail.

On 6-12-15, FANG officers executed a search warrant at a Genesee Township motel. The renters of the room did not return and their rental agreement had expired. Officers seized approximately .5 grams of heroin and a holster from a stolen gun. The investigation is still on going.

On 6-12-15, FANG officers assisted Genesee Township with the recovery of a stolen gun on the east side of Flint.

On 6-15-15, FANG officers conducted a controlled purchase of marijuana from a suspect in a residence in the city of Flint. Officers then obtained and executed search warrant at the residence on 6-16-15. Offices seized 400 grams of marijuana, 2 semi-auto handguns and initiated forfeiture proceedings on \$2079.00.

On 6-15-15, FANG officers conducted a controlled purchase of cocaine from a suspect in the city of Flint. The investigation is on-going.

On 6-15-15, FANG officers conducted a controlled purchase of crack cocaine from a suspect in the city of Flint. The investigation is on-going.

On 6-16-15, FANG officers responded to Port Huron to assist Port Huron Police Department with the package and transport of methamphetamine hazardous materials from a methamphetamine lab to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 6-16-15, FANG officers conducted an undercover officer purchase of heroin from a suspect in the city of Flint. The suspect was arrested after the deal without incident. The suspect was lodged in the Genesee County Jail.

On 6-17-15, FANG Officers conducted a controlled purchase of cocaine using a Confidential Informant (CI). Officers conducted surveillance as the CI went to a residence in the City of Flint and purchased cocaine from a male inside. Intelligence was gathered on the residence and suspect.

On 6-17-15, FANG officers responded to Port Huron to assist St. Clair County Drug Task Force with the package and transport of methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container.

On 6-24-15, FANG Officers conducted a controlled purchase of Heroin using a Confidential Informant (CI). Officers conducted surveillance as the CI went to a residence in the City of Flint and purchased Heroin from a male inside. Intelligence was gathered on the residence and suspect.

On 6-24-15, FANG officers executed a search warrant on a house in the City of Flint. Officers seized approximately 41.4 grams of "crack" cocaine, 41.8 grams of Heroin and a handgun. Forfeiture was

initiated on \$751.00. The male resident was lodged in the Genesee County Jail and is pending Federal drug and weapons charges.

On 6-25-15, FANG officers executed a search warrant on a house in the City of Flint. There was nothing seized at the home and two male suspects were released pending further investigation.

On 6-25-15, FANG officers responded to Port Huron to assist Port Huron P.D. with the package and transport of methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container.

On 6-26-15, FANG officers conducted an Undercover Officer (UC) buy/bust operation in a motel parking lot in the City of Burton. The UC contacted a known drug dealer who was selling drugs from a rented room at the motel. The dealer walked out of a room and met the UC in the parking lot. After the UC observed the heroin, the signal was given and back up officers moved in for the arrest. The room was searched and no further drugs were found. The male was lodged in the Flint City lock up. The investigation is still on going.

On 6-30-15, FANG Officers conducted a controlled purchase of Marijuana using a Confidential Informant (CI). Officers conducted surveillance as the CI went to a residence in the City of Flint and purchased Marijuana from a male inside. Intelligence was gathered on the residence and suspect.

On 6-30-15, FANG officers dismantled/packaged and transported methamphetamine components originating from a fire at a Genesee Township mobile home community. FANG officers assumed the case, conducting interviews of the two residents. A male was arrested and lodged in the Genesee County Jail. The female took a small child POV to be checked out at Hurley Medical Centre.

Thanks for the continued support, if anyone has any questions or concerns, please do not hesitate to contact me.

Pat

D/F/Lt. Patrick Richard
Section Commander-Flint Area Narcotics Group
Third District Headquarters
Michigan State Police
Mailing Address:
F.A.N.G.
PO Box 614
Grand Blanc, Mi 48480
Office: 810-233-3689
Cell: 616-260-8583
FAX: 810-233-7119
richardp@michigan.gov

“A PROUD tradition of SERVICE through EXCELLENCE, INTEGRITY, and COURTESY

Fireworks out of control? Some want Michigan law repealed

Christina Hall, Detroit Free Press 9:12 a.m. EDT July 20, 2015

Many metro Detroiters are flared up about fireworks, want the law extinguished. Those in the fireworks industry said a repeal would eliminate jobs, businesses and revenue for local owners.



(Photo: Ryan Garza Detroit Free Press)

Jeff Perry thought the thrill of a Michigan law allowing more powerful fireworks would have worn off after three years.

It hasn't.

This year, the Southgate resident said, has been the worst. His beagle-shepherd mix went crazy barking when fireworks went off, waking him in the middle of the night — even work nights. There was debris everywhere and smoke outside.

“The state of Michigan allows noise pollution and disturbing the peace as they can make money over it,” said Perry, who has signed an online petition urging the repeal of the 2011 fireworks law, which allows fireworks to be used the day before, the day of and the day after 10 federal holidays.



DETROIT FREE PRESS

Firework took his eye, but WXYZ weatherman Dave Rexroth blames self

(<http://www.freep.com/story/news/local/michigan/2015/06/29/fireworks-controversy-persists-deaths-injuries/29493813/>)

Many metro Detroiters are flared up about fireworks and want the law extinguished. But those in the fireworks industry said a repeal would eliminate jobs, businesses and revenue — revenue that previously went to other states.

“It's pure hell out there,” said Jackie Prusak of Howell, who said she has to spend \$200 medicating her dogs prior to Independence Day because they are so spooked by fireworks and who, in 2012, had to use a garden hose to put out a lit firework that landed on a shed. “It's beyond out of control out here.”

Related: [Don't let your dog freak out over fireworks \(/story/news/local/michigan/2015/06/29/pets-fireworks-fear/29490735/\)](/story/news/local/michigan/2015/06/29/pets-fireworks-fear/29490735/)

State Rep. Henry Yanez, D-Sterling Heights, a former firefighter, has introduced bills to repeal the 2011 law. The proposals would only allow fireworks for, among other things: public displays by municipalities, fair associations, amusement parks or other eligible groups and prohibit anyone younger than 18 from being granted a fireworks permit. They would allow the sale, possession or transfer of certain toy pistols, paper caps, sparklers, toy snakes and other small products.

“We've tried allowing residents to buy and shoot large fireworks. But the complaints from neighbors and the damage they've caused, or nearly caused, in many communities has proved the 2011 law to be a bad idea,” he said in a June news release.

But James Stajos, owner of Pro Fireworks who said he originally went to former state Rep. Harold Haugh of Roseville to get the law changed to allow fireworks, called talk of a repeal “a joke.” He said there have always been fireworks in Michigan and there always will be fireworks in Michigan and that police aren't enforcing violations.

“The majority of Michiganders are using the fireworks and enjoying them. The Legislature has to pay attention to that,” said Stajos, who also is president of the [Michigan Fireworks Dealers and Safety Council \(http://www.mfdsc.org/\)](http://www.mfdsc.org/).

- **Poll:** Should the 2011 law be repealed? Answer at the bottom of the page.

‘Enough is enough’

Warren Mayor Jim Fouts, an outspoken opponent of the 2011 fireworks law, said he is researching a challenge. He said fireworks scare children, pets and war veterans in addition to littering communities with debris and causing dangerous situations and overtime for police, fire and public works.

"The state has unleashed a Pandora's box. Enough is enough," said Fouts, who said the city handed out about 50 citations for violations during the three-day period around the Fourth of July.

There are at least two petitions to repeal the law on www.moveon.org (<http://front.moveon.org/>), with one having 23,176 signatures out of 25,000 as of Friday; the other banning the use of fireworks, which had 1,536 out of 2,000 signatures sought.

Related: [Reader still worked up over fireworks \(/story/opinion/readers/2015/05/30/michigan-fireworks-legislature/28184851/\)](/story/opinion/readers/2015/05/30/michigan-fireworks-legislature/28184851/)

"The controls before it was liberalized, I think, worked very well for the quality of life in all communities," Livonia Mayor Jack Kirksey said. "I think (the law) has created a tremendous problem."

But those in the fireworks industry said a repeal of the law would kill seasonal and full-time jobs and businesses of local people and leave empty storefronts.

They also said people interested in shooting off fireworks would still buy and use them. They would drive to Ohio and Indiana to buy fireworks — just like they did before the 2001 law took effect.

"The industry is for the safe and courteous use of fireworks. People who are not courteous will go out of state, bring the fireworks anyway. They don't care about the law," said Sean Conn, treasurer of the Michigan Fireworks Dealers and Safety Council and vice president of Big Fireworks.

He said when fireworks are used properly and without alcohol they are a safe product, but can be dangerous when they are not respected and used improperly.

Stajos acknowledged more people are using fireworks, most of which he said are "idiot-proof" and regulated by the Consumer Product Safety Commission.

'Too much revenue'

Dennis Poisson, manager of Tiger Fireworks in Warren, said authorities need to be stricter enforcing the law on the days when people are not to be using fireworks. He said a repeal of the law "would hurt all of us."

"There's too much revenue for the state to even think of doing that," he said.

Fireworks sales in Michigan totaled \$26.4 million in fiscal year 2014, up from \$17.5 million the prior fiscal year, according to a 2014 consumer fireworks report from Michigan's Department of Licensing and Regulatory Affairs.

Safety fees totaled nearly \$1.9 million, up from \$674,698 in fiscal year 2013. The report states that 100% of money received from fireworks safety fees is to be used for firefighter training.

Consumer-grade certificate fees for permanent and non-permanent structures to sell fireworks totaled more than \$629,000 last fiscal year, also up from fiscal year 2013, according the report. Consumer-grade fireworks include bottle rockets, Roman candles and firecrackers.

The American Pyrotechnics Association said consumer fireworks revenues have climbed from \$600 million in 2006 to \$695 million last year. It predicted that revenues could exceed \$725 million for the 2015 fireworks season.

Big sales at stake

At the Phantom Fireworks store in Sterling Heights, the biggest sale was \$5,100 by a group, said Faith Lyons, a keyholder at the store, which reminds residents of the days fireworks can be used and passes out safety tips.

Since 2000, more states and local legislations have relaxed consumer fireworks laws. The pyrotechnics association said 47 states, the District of Columbia and Puerto Rico allow the sale and use of some types of consumer fireworks.

The Consumer Product Safety Commission received reports of 11 non-occupational fireworks-related deaths in 2014. Four victims died in house fires caused by fireworks, including several where those killed may not have been using fireworks. Seven died from direct impacts of fireworks, according to report released in June.

The commission said that fireworks were involved in an estimated 10,500 injuries treated in hospital emergency rooms last year.



[Walled Lake man killed by firework in front of family](#)

[\(http://www.freep.com/story/news/local/michigan/2015/06/29/fatal-fireworks-walled-lake/29455857/\)](http://www.freep.com/story/news/local/michigan/2015/06/29/fatal-fireworks-walled-lake/29455857/)

The Michigan Department of Licensing and Regulatory Affairs does not track fireworks-related injuries or deaths.

On June 28, [a 47-year-old man died in Walled Lake \(/story/news/local/michigan/2015/06/29/fatal-fireworks-walled-lake/29455857/\)](#) when a large mortar fireworks shell he was holding to his head exploded. The explosion happened in front of his family. Police said alcohol was a factor in the incident.

Last year, a Detroit man was killed when an errant firework blew into his chest and exploded. [WXYZ-TV \(Channel 7\) chief meteorologists Dave Rexroth \(/story/news/local/michigan/2015/06/29/fireworks-controversy-persists-deaths-injuries/29493813/\)](#) lost an eyeball to a fireworks explosion while celebrating the Fourth of July with family in Iowa.

A fireworks mortar shell went sideways from the street through the glass in a bedroom window of a one-story home in the 17000 block of Sprenger in Eastpointe on July 4, Eastpointe Public Safety Director John McNeilance said.

He said the woman homeowner was in the living room and was not hurt, but there was smoke and burn marks on the bedding and furniture. He said police could not determine who was responsible.

The Rev. Duane Novelly of St. Matthew Catholic Church in Detroit said he has lived in the church rectory for 26 years. Since 2012, he said, he no longer enjoys Independence Day.

He spends the evening running around making sure no falling debris ignites any the buildings on the campus. He's even had to call police when people, without permission, shoot off fireworks from the property. Last week, he was still hearing fireworks.

"I feel like I'm in a war zone," he said. "These residential areas are too densely populated to have explosives of this caliber."

Contact Christina Hall: chall99@freepress.com. Follow her on Twitter @challreporter.

Q

Thank you for voting!

Yes, the fireworks are out of control 71.08%
(295 votes)

No, it would eliminate jobs, businesses and revenue (120 votes) 28.92%

Total Votes: 415

[Return To Poll](#)



James Baker
The Lyle Company
 3140 Gold Camp Drive #30
 Rancho Cordova, CA 95670
 Tel: (248) 417-7771
 Fax: (888) 566-0110

**An Authorized Vendor of
 Crown Castle**



Crown Castle
 1220 Augusta Drive #500
 Houston, TX 77057

July 21, 2015

City of Swartz Creek
 Attn: Adam Zettel - City Manager
 8083 Civic Drive
 Swartz Creek, MI 48473
 (810) 635-4464

RE: Business Unit # 826779
Site Name: Police Post

Dear Adam:

This letter agreement (“**Letter Agreement**”) sets forth the terms of the agreement that is to be memorialized between T-Mobile USA Tower LLC, a Delaware limited liability company, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact (“**Tenant**”) and the City of Swartz Creek, a Michigan municipal corporation (“**Owner**”), to modify, among other things, the length of the term in the lease agreement between the Owner and Tenant dated December 1, 2005, as may be amended (“**Lease**”) for property located in Swartz Creek, Genesee County, Michigan (“**Property**”).

For and in consideration of Fifty Dollars (\$50.00) to be paid by Tenant to Owner within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Owner and Tenant will enter into an amendment to the Lease (“**Lease Amendment**”) wherein the term of the Lease will be modified. Section 3 of the Lease provides for five (5) additional terms of five (5) years each (each a “**Renewal Term**”), with a final Lease expiration date of December 27, 2035. The Lease will be amended by adding six (6) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be December 27, 2065.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a) If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner’s interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Owner’s interest in the Lease, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant’s

possessory or economic interest in the Property. If Owner's notice covers portions of Owner's parent parcel beyond the Property, Tenant may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Owner's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

- b) Commencing on December 01, 2035 and every year thereafter (each an "**Adjustment Date**"), the monthly rent shall increase by an amount equal to two and one half percent (2.5%) of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.
- c) The Lease Amendment shall include a provision stating that Tenant will pay to Owner a one-time amount of **Five Thousand and 00/100 Dollars (\$5,000.00)** for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment.

3. As further consideration for Tenant entering into the Lease Amendment, during the term of the Lease, Tenant shall have an irrevocable option ("**Option**") to lease up to a maximum of four hundred (400) square feet of real property adjacent to the North side of the existing lease area at a location to be determined at Tenant's sole discretion ("**Additional Lease Area**") on the same terms and conditions set forth in the Lease. If Tenant elects to exercise the Option, Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing lease area at the time Tenant exercises the Option. Tenant may exercise the Option by providing written notice to Owner at any time. Within 30 days after Tenant's exercise of the Option, Owner shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area. In addition, within 30 days after Tenant's exercise of the Option, Owner shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.

4. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Owner will agree to be named applicant if requested by Tenant. In furtherance of the foregoing, Owner will appoint Tenant as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf.

5. Owner shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

6. Upon receipt of this Letter Agreement evidencing Owner's acceptance of the terms herein, Tenant shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Tenant shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is

intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Owner hereby agrees to execute the Lease Amendment without any unreasonable delay.

7. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Owner and Tenant each will pay its own out-of-pocket expenses.

8. Notwithstanding anything to the contrary contained herein, Tenant has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

9. Owner represents and warrants that Owner is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Owner executes the Lease Amendment, Owner shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Owner shall promptly notify Tenant if any representation or warranty is or possibly may not be true or correct. Owner's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Owner:
**City of Swartz Creek,
a Michigan municipal corporation**

By: _____

Name: _____

Title: _____

Date: _____

Tenant:
**T-Mobile USA Tower LLC,
a Delaware limited liability company,**

**By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact**

By: _____

Name: _____

Title: _____

Date: _____



POLICE • COMMUNITY PARTNERSHIPS

**Flint Township Police Department
Mundy Twp/Swartz Creek Police Department
Target Corporation**

NATIONAL NIGHT OUT

Tuesday, August 4, 2015 4:30pm to 7:30pm

Flint Township Police Station 5200 Norko Dr

Fun for the Whole Family • Free Food

Bicycle Giveaway • Bounce Houses & Games



TARGET CORPORATION



LAW OFFICES
OF
SIMEN, FIGURA & PARKER, P.L.C.

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PETER T. MOONEY *+
MICHAEL J. GILDNER *

STEPHEN W. WALTON
CHARLES A. BOIKE
RICHARD F. CUMMINS +

* principal of a professional corporation
+ L.L.M. in Taxation

GATEWAY FINANCIAL CENTRE, SUITE 200
5206 GATEWAY CENTRE
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TELEPHONE (810) 235-9000/FACSIMILE (810) 235-9010

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LAPEER AREA OFFICE
132 W. NEPESSING STREET
LAPEER, MI 48446
TELEPHONE (810) 235-9000

SANDER H. SIMEN (1942 – 2013)

of counsel
RICHARD J. FIGURA, P.C.
ROBERT H. BANCROFT, P.C.
ALLAN L. PARKER (1929 – 2009)

June 17, 2015

Family Farm and Home
4315 Elms Road
Swartz Creek, MI 48473

Dear Sir or Madam:

Pursuant to Article 30, Section 30.06 of Appendix A of the Code of Ordinances of the City of Swartz Creek, Michigan, the Swartz Creek City Council has directed me to initiate the process to revoke the special land use permit for outdoor sales and storage at 4315 Elms Road, Swartz Creek, Michigan 48473 (Family Farm & Home) as permitted by the city council on November 22, 2010, plans dated November 17, 2010. Corrections required within 30 days include:

1. Removal of all outdoor sales and storage items including merchandise, construction materials, and debris, from areas of the site that are not permitted for such purpose
2. Installation/replacement of compliant parking lot lights as outlined in the site plan, specifically on the west lot line
3. Installation/replacement of site landscaping as outlined in the site plan
4. Installation/replacement of proper dumpster enclosure and landscaping as outlined in the site plan

Please see the attached excerpt from the approved site plan for details on outdoor storage permissions. If you require a comprehensive site plan that contains lighting and landscaping features, please contact the city office.

Please contact the building official, Mr. Marty Johnson at 810.635.4464 to discuss corrective measures, or respond to our office to discuss related matters. Thank you for your cooperation in this matter.

Very truly yours,

SIMEN, FIGURA & PARKER, P.L.C.

Michael J. Gildner



MJG/ksd

Enclosure

.MP

Site Plan, dated November 17, 2010

