

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, May 23, 2016, 7:00 P.M.  
Paul D. Bueche Municipal 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 May 9, 2016 MOTION Pg. 32
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 2
  - 6B. Salt Bids (Business Item) Pg. 47
  - 6C. Utility Rate Explanation (Business Item) Pg. 48
  - 6D. Verizon Lease Extension Offer & Original Contract (Business Item) Pg. 50
  - 6E. Sunoco Gas Station Bids & Specifications (Business Item) Pg. 91
  - 6F. Current Swartz Creek – Clayton Township Fire Department Agreement Pg. 104
  - 6G. Winchester Woods Grading Bids (Business Item) Pg. 114
  - 6H. May DDA, ZBA, and Planning Commission Minutes Pg. 118
  - 6I. Elms Park Bathroom Bids (Business Item) Pg. 129
  - 6J. Flint Syndrome News Editorial & KWA Flint Stance News Pg. 132
  - 6K. Budget Summary (Business Item) Pg. 140
  - 6L. Consumers Energy Notices Pg. 149
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Salt Bids RESO Pg. 16
  - 8B. Utility Rate Adjustments RESO Pg. 17
  - 8C. Fiscal Year 2017 Budget Public Hearing
  - 8D. Verizon Tower Lease Extension DISC
  - 8E. Medical Marijuana Zoning Ordinance Amendment RESO Pg. 26
  - 8F. Sunoco Gas Station Demolition RESO Pg. 28
  - 8G. Building Services Service Provision DISC
  - 8H. Winchester Woods Street Grading RESO Pg. 29
  - 8I. Street Project Selection Committee Nominations RESO Pg. 30
  - 8J. Elms Park Bathroom Bids RESO Pg. 31
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Police Authority:	<i>Offices Closed on Monday, May 30, 2016 (Memorial Day)</i>
Park Board:	Wednesday, May 25, 2016, 10:00 a.m., PDBMB
Planning Commission:	Wednesday, June 1, 2016, 6:00 p.m., PDBMB
Downtown Development Authority:	Tuesday, June 7, 2016, 7:00 p.m., PDBMB
City Council:	Thursday, June 9, 2016, 7:00 p.m., PDBMB
Fire Board:	Monday, June 13, 2016, 7:00 p.m., PDBMB
City Council:	Monday, June 20, 2016, 6:00 p.m., Public Safety Building
City Council:	Monday, June 27, 2016, 7:00 p.m., PDBMB

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

**Regular Council Meeting of Monday, May 23, 2016 - 7:00 P.M.**

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** May 19, 2016

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

- ✓ **OUTSTANDING APPEALS** *(No Change of Status)*  
 The Genesee Valley Meadows Golf Course is under agreement for an appraisal. This is due for a hearing by the Michigan Tax Tribunal in June.

For now, our assessor recommends we hold position on the raceway and mini-storage. Staff has settled negotiated appeals for El Portrero and the Carriage Plaza that the assessor found reasonable upon submission of a privately funded appeal. A complete listing of outstanding appeals is as follows:

Year	Parcel #	Docket #	Owner	Petitioner's Representative	Current Assessed	Current Taxable	Proposed Assessed	Proposed Taxable	Status	Notes
2015	58-32-100-004	15-002500	Shkreli Investments	Fred Gordon	286,600	286,600	50,000	50,000	answered 6/16/15	Gen Valley Golf
										Assessment appears fair - recommend getting an appraisal
2015	58-35-576-039	15-002131	CenterpiecePlaza	Laura Hallahan	182,600	181,762	110,000	110,000	answered 6/9/15	8048 Miller
2015	58-35-576-040	15-002131	CenterpiecePlaza	Laura Hallahan	21,900	19,778	15,000	15,000	answered 6/9/15	8048 Miller
										Assessment appears fair - attorney to file interrogatories to get leases, income and expenses statements for potential appraisal
2015	58-35-400-001	15-001904	Sports Creek	Michael Shapiro	1,207,400	918,667	500,000	500,000	answered 6/9/15	Raceway
										Hold for now - Assessor to acquire more information
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
										Attorney to filed interrogatories to get leases, income and expenses statements for potential appraisal
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	answered 8/4/15	Storage (Morrish)
										Assessment appears fair - pending further deliberation

- ✓ **STREETS** *(See Individual Category)*
  - ✓ **MORRISH AND BRISTOL SIGNAL** *(Update)*  
 Clayton Township tabled this matter again at their May 12, 2016 board meeting. I spoke to the supervisor the next day. He desires one more attempt with the township board to come to some agreement that would result in the three party participation into the installation of a signal. If this does not work, we will need to work with the GCRC for a two party solution, if such a solution is available at all.

We had a follow up meeting this week, and I am actually quite optimistic that the township desires to work with the city, not only on this feature, but on better cooperative planning and general relationships.

The Genesee County Road Commission projects the signal cost to be about \$36,000. The city's baseline share is 25%, but this could vary depending on negotiations and Meijer's contribution.

- ✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change of Status)**  
The three year plan for street funding has been drafted by the county, and the city has committed to a 20% match for those streets that were awarded funding.

Please note that the area of Worchester that is tentatively funded is only the section between Winston and Cappy Lane. While this is a small section only, the extra funds will doubtlessly help with the planned reconstruction. Unfortunately, if we desire the federal funds, we must wait until next year, at the soonest, to commence work.

Listed below are the portions selected for federal funding, which include:

<u>Road</u>	<u>Point of Beginning</u>	<u>Point of End</u>	<u>Length (Miles)</u>	<u>Lanes</u>	<u>Lane Feet</u>	<u>Width (Feet)</u>	<u>ADT</u>	<u>Total Cost</u>	<u>Federal Match</u>	<u>Local Match</u>	
Worchester	Cappy	Winston	0.1	2	1056	28	691	\$172,474	\$137,979	\$34,495	
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$305,104	\$247,234	\$61,021	
								<b><u>Cost</u></b>			
								<b><u>Totals:</u></b>	\$477,578	\$385,213	<b>\$92,365</b>

- ✓ **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 approved the change. Now we await review by the Federal Highway Administration sometime this calendar year.
- ✓ **CONCRETE REPAIR PROJECT (Update)**  
The Miller Road and Natalie Drive repairs are under contract, and repairs are in progress for Natalie Drive. I will keep the city council informed of the progress.
- ✓ **SIGNAL PHASING STUDY FOR MILLER AND MORRISH (Update)**  
OHM indicates that Genesee County updated the signal to incorporate timing (phasing) recommendations that the study recommended. Let me know if you notice a difference.

At this point, there will be marginal benefit, but the study did leave us better informed for future decision making related to this interchange. We do have other options at our disposal, but they are more costly.

Andy Harris, from OHM, will validate the changes the next time he is in town. If there are no more comments or concerns, I will look to remove this item from future reports.

- ✓ **YARMY & PARKRIDGE ROAD WORK (Update)**  
The rehabilitation of Yarmy and surface treatment for Parkridge has been awarded by the city council. We await execution of the contracts and subsequent scheduling.

A preconstruction meeting is scheduled for May 23. I will keep the city council informed.

- ✓ **2016 STREET BIDS-SCRAP TIRE GRANT** (*No Change of Status*)  
Kennedy has been chosen as the contractor to repair the intersections of Fairchild-Miller and Winston-Miller, including the Winston watermain. The contract has been executed. We expect the work to start after school lets out.
- ✓ **WATER – SEWER ISSUES PENDING** (*See Individual Category*)
  - ✓ **SEWER REHABILITATION PROGRAM** (*No Change of Status*)  
Liqui-Force has just completed the 2015 projects in the Village. We did not encounter any major issues or change orders. Tom will await a final debriefing before final billing. If all goes well, we will look to begin the next phase of televising very soon.
  - ✓ **WATER RATES** (*Business Item*)  
Staff has come up with a plan to adjust rates based upon the expected water rate increase. Adjustments were made to accommodate the new commodity charge, as well as the need to re-establish capital improvement monies that have been encumbered by previously unconsidered rate increases.

Lastly, the sewer rate was adjusted based upon changes to the sewer expenses and overall reductions in *current* operational & capital needs. In both cases, the readiness to serve charge decreased and the commodity charge increased. The proposed rates are as follows:

<u>Water</u>		
	Readiness to Serve Charge	\$51.22
	Consumption (per 100 cf)	\$7.07
 <u>Sewer</u>		
<b><i>Metered Customers</i></b>		
	Readiness to Serve Charge/Unit	\$52.50
	Consumption (per 100 cf)	\$2.14
 <b><i>Non-Metered Customers</i></b>		
	Sewer Readiness & Consumption/Unit	\$124.61

The impact of this overall utility rate adjustment is mixed. However, only users with very low consumption will see decreases in their bills. Due to the scale of the water rate increase, most users will see overall increases despite changes to the sewer rate. On the bright side, the increases should be less than the rate of the commodity increase from the Great Lakes Water Authority. Examples of combined bills are below:

Single Sewer REU Bills (Residential users)  
 500 cubic feet per quarter = \$149.79 (-0.29%)  
 1,000 cubic feet per quarter = \$195.85 (+3.39%)

1,500 cubic feet per quarter = \$241.91 (+5.81%)  
2,000 cubic feet per quarter = \$287.98 (+7.52%)  
2,500 cubic feet per quarter = \$334.04 (+8.8%)

Example of 10 Sewer REU Bills (Assuming 1" water meter)

2,500 cubic feet per quarter = \$806.57 (-3.61%)  
5,000 cubic feet per quarter = \$1,036.89 (+0.40%)  
10,000 cubic feet per quarter = \$1,497.52 (+5.11%)  
15,000 cubic feet per quarter = \$1,958.16 (+7.78%)  
20,000 cubic feet per quarter = \$2,418.79 (+9.51%)

I have included the standard resolution to alter rates and fees, with the proposed changes highlighted. I recommend we move forward. I certainly do not believe the water fund can absorb this commodity increase without passing that increase through. I also believe that this is the right time to revisit the sewer rate, which will result in savings to many users for this service. Combined with the water rate changes, it certainly will soften the blow. The previous report on the matter is as follows:

The Great Lakes Water Authority (GLWA) has increased rates to the city's water supplier, the Genesee County Drain Commission (GCDC). *In turn, the GCDC is proposing to increase the cost of the water commodity from \$5.13 to \$5.57, effective September 2, 2016.* This is an increase of 8.6%. We need to determine a course of action that will be implemented for our September billing. In order to effect this change with enough fair notice to consumers, we should make a decision in early June so we can place notice on the July water bills.

At this point, I am requesting some input from the city council on the general approach to this matter. As in the past, we have a standard set of options available that can always be supplemented with new ideas or other notions.

Option one: If the city does nothing, we stand to lose and estimated \$126,460 from the water fund each year based upon this change.

Option two: If we pass the cost of the rate along, we will see an increase of \$0.55 from \$5.93 to \$6.48 (the larger figure is due to unmetered water losses observed from breaks, fire flows, hydrant flushing, leaks, inaccurate meters, and theft). This change will maintain the status quo. This would be an increase of about 6.2% for a customer using 1,500 cubic feet.

Option three: The city can reconfigure the rate to account for anticipated capital projects/depreciation. What does this mean? It means that the status quo currently does not provide for covering the capital improvement needs of the city. We have been attempting to build this into the fund for some time, but the massive commodity increases from GLWA have cut into this year in and year out.

At this point, the fund provides virtually no revenues for replacement watermain projects (Worcester and Miller Road watermain to name just a couple). While we hope the KWA provides rate stability (perhaps even some savings) I am not sure we

can effectively continue to lose money in this fund as wear and tear become more evident in the system. As such, this third option would be to pass the GLWA rate along with enough wiggle room to begin completing projects or saving for future projects. A straight line depreciation of existing infrastructure, assuming a 60 year life, is about \$300,000 per year for reinvestment into the system.

In the past, we have generally gone with options one or two. Despite the hardship on rate payers, the council may need to consider this option so that we don't end up in another situation like the community did with the roads. Fortunately, this should not require a dramatic change to the way we do business, since the figure is not that high. If the council is interested, I can bring back an option at the May 23 meeting.

An initial hip-shot on what it would take to fund a respectable capital improvement program based upon prior year numbers is 16-20% to water rates (based upon 1,500 cubic feet). This would include the rate increase from the county as well and would translate to an 11.4% increase for a water/sewer utility bill. This last point is an important one.

While water rates from GLWA have been unreasonable, the county has been very fair and stable with their sewer rates. Based upon prior actions of the council, our sewer budget is much more efficient than it used to be. Why does this matter? It matters because we may be in a position to lower sewer rates once the lift station is completed.

As such, I am hopeful that we can evaluate the entire rate system for water and sewer combined instead of focusing on water only. If we are fortunate, we may be able to see a decrease in sewer of >3-5% based upon prior years' performance and the need for ongoing investment. This would allow the community to invest more in water without creating an unnecessary burden for rate payers.

✓ **KWA (Update)**

The KWA is under budget and ahead of schedule. Despite that, Flint may be considering conversations with the Great Lakes Water Authority for future service. Flint signed on to the KWA as the largest customer in 2013. Now they may be looking to ignore that commitment. The ramifications to the KWA are unclear. I have attached an article that discussed the matter.

✓ **WATER LOSS (Update)**

The current rate calculation worksheets place water loss at about 18%. This is consistent from previous accountings, and it is still high. The county agrees and is evaluating their master meters more thoroughly.

Mr. Svrcek believes that recent corrections to the billing system are resulting in additional savings that have yet to be measured based upon the annual water loss review. (The last quarter is about 1.3% lower). We will obviously continue to monitor this. 10-12% is the target range for the time being. This rate is generally accepted to account for hydrant use (flushing, training, fire flows), leaks, breaks, and theft. If we cannot achieve this target by the next evaluation, we will likely look to engage in hydrogen infusion leak detection.

In the meantime, we continue to evaluate master meter and retail billing. We are also physically searching for breaks that may be currently undetected due to their proximity to a storm drain or water body (Swartz Creek).

Note that water loss is difficult to monitor because, unlike systems that pressurize their own systems, we can only track usage on the quarterly basis in which we bill customers. Because this process can take a week, we generally require an annual review to lessen the impact of the extended reading period.

✓ **CIVIC CAMPUS TREES** *(Update)*

The city has contacted the Fine Arts Association since they have a vested interest in the trees surrounding the pavilion. They see no issues with the city's intention to trim trees and provide other treatments. As such, fertilization has been completed already by city staff. Tom Svrcek will also be adding mulch using staff. The tree removals for those Austrian and Norway pines that require it will be done by a contractor, as will the high limb removal in the Scots pine grove.

Mari-Dan was questioning ownership of all pines and the location of the property line. Based upon aerial imagery, the pines all appear to be on city property. I don't think this is worth doing a survey on to determine who should cut these down. I maintain that they are the city's, but I will notify the council if this is not resolved administratively.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** *(No Change of Status)*

A meeting was held on Wednesday, April 27, 2016 at 10:00 a.m. at the Mundy Township Office. Minutes from the meeting not yet complete. Big issues continue to be the consideration of retirement benefits for employees that transfer to the authority, as well as the labor negotiations. However, progress is being made.

Due to the speed of negotiations and the impact that will have on drafting a budget and operational plan, Chairman Porath suggested two meetings a month. No additional meetings have been set, but this is a strong possibility.

Other major components that are outstanding include the asset transfer list, building accommodation plans, and administrative staffing.

The next meeting is scheduled for 10:00 a.m., May 25, 2016 at the Paul D. Bueche Municipal Building.

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

The lighting plan has been approved and funds received by the developer to support this. The developer has also placed funds into escrow to fund the remaining items on the punch list, including curb backfill on Russell and sidewalk work. As such, the escrow requirement has been deemed fulfilled on the remaining lots.

Ten of the twelve lots in Springbrook East have sold. I expect the other two to sell in the coming months so we can put this whole matter behind us.

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*)

We have a recommendation to honor the Meijer donation for the Fortino Drive sidewalk at a Tuesday night concert. This appeared to be well received by the council. Any additional thoughts?

✓ **WINCHESTER WOODS LOTS** (*Business Item*)

The planning commission considered this issue as a component of the current master plan amendment. The consensus is that the city should lead the effort to make the area conducive on the construction of single family homes in accordance with the original plat. At a minimum, the city has a responsibility to keep the public streets in the undeveloped portion of this subdivision passable. Again, this is not vacant land that COULD be a subdivision. This IS a platted subdivision in which many lot owners have a reasonable expectation to access, use, and construction a home upon.

To make the area usable will require engineered drainage, a section of new sanitary sewer, and some fill/grading to the roads. Previously, the city considered assessing costs for full depth construction of roads, curb, sewer, sidewalks, and street lighting. This has been revisited and found to be too much investment for two reasons: the cost was too high, and the residents (lot owners) prefer the rustic conditions such as those on the unimproved section of Oakview Drive.

As a first step, Mr. Svrcek has been looking into making the unimproved roads (paths) in Winchester Woods passable. The apparent solution is to contract services to have the left over asphalt millings from the Miller Road project graded into place. This could function as a permanent solution to one of the issues that make this platted subdivision unusable (the other two issues being a missing segment of sanitary sewer and surface drainage). Again, asphalt millings suffice on Oakview, so they could here as well.

Having a good road base in place is the first step to gaining reasonable access for conducting additional improvements. In some cases, this may be all that is required. However, I suspect we will need to work with Gaines Township to come up with an area-wide surface water management plan.

In the meantime, Mr. Svrcek solicited sealed bids for the placement of our millings. He only received one bid, but it is a qualified one. The intent would be to expend dollars from the general fund and recover incurred costs through the sale of the newly acquired parcels that the city owns in this platted subdivision. We may need to be a bit patient to recover these costs, but I am confident that it will occur.

I have included a resolution to approve this work. It won't hurt my feelings any if the council desires more time to consider the matter or seek other solutions. However, I do support this phase of work as bid. I believe we need to make the roads usable quickly, and this is not a bad solution/price to get a solid base on the ground.

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

The newsletter has been distributed. Let me know what you think.

✓ **MEDICAL MARIJUANA MORATORIUM** (*Business Item*)

This matter was discussed in detail by the Planning Commission at their meeting on May 3rd. Based upon prior discussions with the city attorney, it appears options are limited. This is a two-way street. He indicates that commercial dispensaries are not yet admissible by the state law in any form he has seen proposed. However, he also believes that the city is going to be limited in what can be done to limit growing in homes within the limits set by the statute (12 plants for an individual and 72 for a caregiver).

To serve both the rights of growers and the needs of neighborhoods, the commission is advocating a position that growing in homes be limited to an individual. As a relief valve, they recommend expanding the growing facility provisions to allow for growing for two or more people in light industrial districts, as well as heavy industrial districts.

A public hearing was held by the planning commission on May 3<sup>rd</sup> to discuss these matters. Some comments were provided. The commission ultimately resolved to amend the ordinance to allow industrial growing facilities as a special land use in light and heavy industrial districts. This expands the provision somewhat. They also recommend that a provision be added to control odors for such facilities as an added condition of approval/performance.

Based upon the deliberation from the April meeting, the commission is recommending no further changes to home growing operations or the dispensary provisions at this time.

I have drafted an ordinance amendment that reflects all of the planning commission's recommendations. It is included for discussion and resolution in this meeting packet.

✓ **CAPPY LANE LIFT STATION** (*No Change of Status*)

RBF Construction has been selected to complete this work. I will keep the city council advised on the timeline. We will likely wait until late summer to ensure lower flows on water that may inflow or infiltrate into the sewer system. Doing so will lower the risk of complications during a time in which not all pumps will be operational.

✓ **SUNOCO** (*Business Item*)

The bids for the Sunoco are in. There were six bids, and they ranged dramatically. Much of this deviation was due to "additional items", some of which were environmentally driven and outside the scope of our project. After evaluating the bids, some proposals clearly provided higher levels of detail. However, all six companies appear qualified for the demolition component and have staff or subcontractors that are qualified for the tank removals.

Yet again, RBF Construction has the low bid, with is about 18% lower than the consultant estimate. Their bid was \$26,000. Most bids fell between the mid-thirties and mid-forties. The high bid was \$92,850, with \$66,000 set aside just for the tank removal. In vetting these bids and the contractors, I have consulted with Applied Ecosystems,

the environmental service company that provided the city with the Baseline Environmental Assessment in 2015. Though the low bid of \$26,000 does not leave much room for error, I see no reason to pass on this bid by disqualifying the contractor.

I have included a resolution to approve this bid. The resolution contains language to account for expenses, with the intention of using DDA money and the state grant to reimburse all demolition and tank removal expenses. However, I recommend we cover our environmental butt and retain Applied Ecosystems for onsite observation, recording, and regulatory compliance. This will ensure the job is done correctly, materials disposed of properly, and reports filed timely. This is not a reimbursable expense and will be borne by the general fund. Mr. Smith, from Applied Ecosystems, indicates that this will be about \$1,000 worth of work, but he is asking for a \$2,500 “do not exceed” cost in case we encounter any issues. I will have a written proposal to substantiate this by Monday.

Note that unforeseen issues that are large in scope or scale may still require a general fund allocation, should the city need/choose to engage in additional work items! I don't expect this, but it is always a possibility when engaging in environmentally sensitive areas.

If the council approves the award and consultant fees, the work should begin after the Hometown Days Festival.

✓ **ELMS PARK RENOVATIONS** (*Business Item*)

The restroom bids are in. The low bid is from Oak Construction and is \$36,783, with upgrades to the interior wall covering. This is below the initial estimate of \$41,500, and Oak Construction Corporation has reputable experience with exactly these types of projects.

This component was bid separately from the rest of the project in order to have the bathrooms ready for use mid-summer. The rest of the work, inclusive of the walkways, should occur in September of this year. The Kiwanis Club is seeking an additional grant in the amount of \$10,000 to contribute to this cause.

I am pleased with this bid and have included a resolution that will enable us to move forward as quickly as possible.

The dog park has been approved. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **FINANCE DIRECTOR DUTIES** (*No Change of Status*)

Ms. Aguilar has not further specified a retirement date, though she indicated it would be in late 2016. We are moving forward with structuring the office duties with this knowledge.

✓ **MASTER PLAN** (*Update*)

The Master Plan was approved. Once I collect all of the necessary signatures, we shall begin distribution.

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

✓ **FLINT SYNDROME EDITORIAL** *(Update)*

This article paints a pretty accurate picture of how municipal finance in the State of Michigan is a systemic issue, very much tied to previous and current actions of the legislature.

✓ **CONSUMERS ENERGY HEARINGS** *(Update)*

Consumers has sent us notice of a pair of rate apportionment hearings.

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

✓ **PLANNING COMMISSION** *(Update)*

The commission had their regular May meeting on the 3rd. The commission discussed medical marijuana matters and the master plan (see above). The minutes are included in this packet.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(Update)*

The board met on May 12, 2016. The board waived their rights to capture any street levy funds. This will ensure that the full amount goes to the street program. The group also discussed their budget, deciding to release a solicitation for façade grant applications and to hold off on other spending as everyone awaits the Sunoco demolition bids. The minutes are included in the packet.

✓ **ZONING BOARD OF APPEALS** *(Update)*

The zoning board of appeals held their annual meeting on May 18<sup>th</sup>, 2016. The board held this meeting for training purposes only. The minutes are in the packet.

✓ **PARKS AND RECREATION COMMISSION** *(Update)*

The tree donation is under way, as is fundraising for the tot-lot. Again, the board is planning a series of fundraisers, including a slip-n-slide day, a mom-to-mom sale, and a pumpkin sale. If you are interested in any of these, let Council Member Hicks know. See the section above on renovations for details about the DNR grant.

Their next meeting is planned for Wednesday, June 1, 2016, at 6:00 p.m.

✓ **BOARD OF REVIEW** *(No Change of Status)*

There are no meetings of the BoR planned at this time. However, Robert Brown resigned his position with the BoR. Since this board has an alternate position, that individual will serve in his place. However, a replacement regular or alternate member should be selected by July.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

✓ **ROAD SALT APPROPRIATION** *(Business Item)*

Genesee County, with whom we have a cooperative purchasing agreement, has extended a contract with the Detroit Salt Company for the procurement of road salt for the next season. The price will decrease from the current \$59.83 to \$59.33 per ton. It

is good to see some savings here, especially considering the spike in prices from a year ago that resulted in the observation of some pricing near \$100/ton.

The reason we choose to piggy-back with the county is because of their purchasing power. The cooperative bid includes nine different entities that use approximately 100,000 tons of salt each year collectively. Our city uses about 1,000 tons a year, and there is no practical way we could bid or negotiate such a deal on our own. A resolution is included that enables this purchase.

✓ **BUDGET HEARING (*Business Item*)**

Juanita and Deanna have been continuing work on the budget. There are some obvious changes in the most recent edition in comparison to what the council received in April. The biggest adjustment is the inclusion of a new fund, Fund 204, the Municipal Street Fund. This is the result of the approved levy. Juanita has also included an additional summary of the budget and recent changes. Other adjustments were minor.

In addition, we have been working on providing additional tools to assist the city council and public in reviewing the budget. The result is a new fund balance detail, which includes draft fund balance expectations (e.g. how much money should we aim to keep in the bank).

We also created some fund and departmental cover sheets. I expect to have these to the council separately before the meeting. These sheets are intended to provide a single page explanation of how the budget translates to service expectations, staffing, and operational priorities for departments in the general fund and the other funds. In other words, we hope stakeholders can look at one and easily understand where the money goes and what services that investment provides. In the future, I intend to incorporate these sheets directly into the budget along with additional visual aids for revenue, expense, fund balance, and related budget attributes.

In related news, the state forecasts for revenues are down (due to reductions in sales tax, gas tax, and corporate tax collections). So far, statements support continued spending for infrastructure and services, but I worry about the promises to increase road funding and the level of revenue sharing, especially with the Detroit Public Schools and Flint City water crisis needs.

✓ **VERIZON TOWER (*Business Item*)**

The city council may recall the lease extension that the city did for Crown Castle in 2015. This was for the site lease on Civic Drive for a communications tower. The lease was requesting a thirty year extension in exchange for additional rents and a lump sum. The idea is that they can convince others to collocate on existing facilities if they can show a long term option to use the space. The council reviewed this in many forms before agreeing. Ultimately, it was discovered to be worth it, despite the extension through 2065.

Verizon submitted a formal offer to engage in a similar arrangement. They hold an older lease (1997) on Elms Road, south of Miller. The city owns this small sliver of property and has dedicated its use to Verizon for the same type of cellular coverage. They are now interested in a 30 year extension as well (six terms of five years). Their offer is

simpler. If the term is extended, rents and increases in rent will continue as before. They are also offering a lump sum payment.

The agreement is attached for the city council to review and comment on. I am not expecting a decision at this meeting. However, I definitely think we should work something out. Investments in these towers are expensive and many providers are now teaming up to share fixed costs. This means that they want the security of a good location for a longer period of time to protect leases and equipment investments. Since this sit does not have much value, I recommend accepting some form of this agreement. We have obvious options of accepting, denying, or counteroffering (increased offers or alternate terms).

I have included the original agreement and the new offer. The location is as follows:



(Note that the corporation names, inclusive of their various “doing business as” [d/b/a] titles change constantly. Rest assured, we are dealing with the same entity, as legally assigned, throughout the evolution of these various agreements and offers).

✓ **BUILDING SERVICES (*Business Item*)**

Marty Johnson, our building official has left Mundy Township and begun employment with Durand. Mundy is still providing full services per our agreement. Our building official is now Dennis Smith, an employee of Safebuilt. On an interim basis, this appears to be working. Moving forward, we will need to consider remaining with Mundy Township or not, depending on how they intend to provide the service.

I met with Supervisor Dave Guigear on a few occasions, and it appears they intend to use Safebuilt only on an interim basis until they fill the staff position with a full time employee or otherwise decide to restructure their own workforce. The township is actively seeking to fill this position. In the meantime, the township will honor our agreement, including pricing, though the contracted services are likely to exceed our contributions. They have been very attentive to our building and code enforcement needs during this time of transition.

In the meantime, I have been approached by Durand to consider sharing services with them. I should know more by the time we meet. I do not have more information at this time. I expect they would like to know if we will engage a similar contract with them to retain the continuity of service with Mr. Johnson. Obviously, Mundy Township is still able and willing to provide this service as well. There are up's and down's with either option, and the city has the option to go solo and provide this service directly. I will keep the city council informed as I learn more about Mundy's process to fill the vacancy and Durand's offer.

✓ **STREET PROJECT REVIEW COMMITTEE** (*Business Item*)

Included in the agenda is a resolution to appoint a committee to make recommendations to the city council regarding street maintenance, rehabilitation, and reconstruction. The intent is to mix staff knowledge with resident and elected official input to carry out the 20 year plan in annual installments. As previously discussed, the committee would be provided the best revenue estimates, information related to borrowing, updated street condition information, and other data that will enable a detailed recommendation for engineering and construction over a floating period of 2-5 years. The Mayor has a list of folks he would appoint to the 2016 committee.

✓ **FIRE SERVICES AGREEMENT** (*Update*)

The existing agreement for fire service expires on November 1, 2016. Since our respective municipalities are to begin the budgeting process before August, it makes sense to have this agreement revisited and agreed to by both municipalities prior to mid-summer.

Supervisor Gehringer and I met on this matter on May 16<sup>th</sup>. We believe the agreement drafted by the prior administrations is sound, and we find the arrangement should continue in order to provide the joint fire service. Proposed changes that are likely include some additional language on budgeting considerations, definition of maintenance costs for buildings, and more clear guidance on the tracking of fixed assets.

I believe the proposed changes address the needs of both municipalities. They should be mutually beneficial and serve to align the agreement with standing practices, especially the provision regarding charges for building maintenance. Currently, I am looking to word smith some of the changes and have them reviewed by Mr. Gehringer. Barring unforeseen circumstances, we should have an amended draft in June (with changes noted).

At this time, I would like to hear any thoughts or comments of the council in relation to this service and the agreement that provides for this service. We all know that there

have been some bumps along the way related to the provision of this joint service, but I find the instrument that binds the city council and township board appropriate. However, if there are ideas on changes or additions that could improve the service, I can certainly look to address those in this round of negotiations. I have included a copy of the current agreement in the packet for reference.

✓ **LABOR AGREEMENTS (Update)**

All group labor agreements expire on June 30, 2016. The Police Officers Labor Council is choosing to wait with negotiations with the city, pending the negotiations with the police authority. I have had preliminary discussions with the American Federation of State and Municipal Employees group, and I hope to meet with the Supervisors soon as well. I hope to have agreements for another three years in front of the city council prior to July 1<sup>st</sup> for everyone except for POLC.

**Council Questions, Inquiries, Requests, Comments, and Notes**

*Fortino Drive Light:* The light is installed!

*Hometown Days Plans and Inspections:* I have possession of the Hometown Days emergency plans. It was also affirmed that the State of Michigan does regulate and inspection attractions and rides at such festivals.

*Consumers Energy Infrastructure:* I have reached out to the area liaison of Consumers Energy to establish a contact to coordinate our street and underground infrastructure plans. They have responded and put me in contact with appropriate area engineers. CMS now possesses a copy of our infrastructure plan, communications are open for ongoing coordination. Again, the idea is to avoid ripping up new infrastructure to get at old infrastructure.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, May 23, 2016, 7:00 P.M.**

**Resolution No. 160523-4A      MINUTES – MAY 9, 2016**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, May 9, 2016, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-5A      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 May 23, 2016, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-6A      CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council accept the City Manager’s Report of May 23, 2016, including reports and communications, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-8A      APPROPRIATION – BID AWARD, PURCHASE ROAD SALT**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the city finds it necessary to control ice and snow accumulation on public streets and parking areas with the application of road salt during winter months; and

**WHEREAS**, this process requires approximately 1,000 tons of rock salt during a winter season; and

**WHEREAS**, the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-406 provides for and encourages cooperative government purchasing practices; and

**WHEREAS**, the Genesee County Road Commission accepts and awards bids for the purchase of rock salt for application to public rights of way during those relentless and invasive Michigan winters; and

**WHEREAS**, the County Road Commission negotiated a salt price, with year over year decrease, with Detroit Salt Company of 12841 Sanders, Detroit, at a unit cost of \$59.33 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on May 3, 2016; and

**WHEREAS**, the City finds the per-ton cost of \$59.33 to be extremely competitive.

**NOW, THEREFORE, I MOVE** the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing agreement and appropriate an amount not to exceed \$59,330, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Finance Director.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-8B                      AMEND CITY-WIDE RATES, FEES AND CHARGES**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City collects rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

**WHEREAS**, such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are a necessary and essential part of the funding for the services that the City provides, and:

**WHEREAS**, the City's Code of Ordinances defines and provides for certain rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services, and;

**WHEREAS**, other such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

**WHEREAS**, the City has amended the City's Code of Ordinances to provide for various rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

**WHEREAS**, the City has need to implement additional rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services to be set by resolution of the City Council, and;

**WHEREAS**, the City desires to have all such rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services organized into a single resolution that can be visited periodically and adjusted accordingly.

**NOW, THEREFORE**, Be It Resolved the City of Swartz Creek hereby sets its rates, fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

**CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES**

**1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)**

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 20.00
(b) Angle parking violations	\$ 20.00
(c) Obstructing traffic	\$ 20.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 20.00
(e) In front of drive	\$ 20.00
(f) Within intersection	\$ 20.00
(g) Within 15 feet of hydrant	\$ 20.00
(h) On crosswalk	\$ 20.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 20.00
(j) Within 30 feet of street side traffic sign or signal	\$ 20.00
(k) Within 50 feet of railroad crossing	\$ 20.00
(l) Within 20 feet of fire station entrance	\$ 20.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 20.00
(n) Beside street excavation when traffic obstructed	\$ 20.00
(o) Double parking	\$ 20.00
(p) On bridge of viaduct or within tunnel	\$ 20.00
(q) Within 200 feet of accident where police in attendance	\$ 20.00
(r) In front of theater	\$ 20.00
(s) Blocking emergency exit	\$ 20.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 20.00
(w) In alley (signs required)	\$ 20.00
 <u>Parking for prohibited purpose</u>	
(x) Displaying vehicle for sale	\$ 20.00
(y) Working or repairing vehicle	\$ 20.00
(z) Displaying advertising	\$ 20.00
(aa) Selling merchandise	\$ 20.00
(bb) Storage over 48 hours	\$ 20.00

(cc) Wrong side boulevard roadway	\$ 20.00
(dd) Loading zone violation	\$ 20.00
(ee) Bus, parking other than bus stop	\$ 20.00
(ff) Taxicab, parking other than cab stand	\$ 20.00
(gg) Bus, taxicab stand violations	\$ 20.00
(hh) Failure to set brakes	\$ 20.00
(ii) Parked on grade wheels not turned to curb	\$ 20.00
(jj) Parked on lawn extension within right of way	\$ 20.00
(kk) Parked on front lawn	\$ 20.00

All \$20.00 violations not paid within 20 days will be assessed a \$10.00 late fee.

**2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)**

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

**3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)**

**A.** A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67<sup>th</sup> District Court.

**B.** Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67<sup>th</sup> District Court. In the event the court declines collection, they shall be billed direct to the defendant.

**C.** For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	30	Per Hour
Police Car	15	Per Hour
Fire Personnel	20	Per Hour
Fire Pumper	250	Per Hour
Fire Support Vehicles	100	Per Hour

**4. Chapter 5: Cemetery Lots - Purchase**

The cost for purchase of cemetery lots will be \$100.00 per lot.

**5. Chapter 5: Cemetery, Charges for Grave Openings, etc.**

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

**6. Chapter 11: Park Reservation Fees**

Elms Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

Winshall Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00
Deposit	\$100.00

7. **Chapter 15: Permit, Sidewalk Installation**

\$25.00

8. **Chapter 15: Permit for Excavation, Right of Way or Other City Property**

\$100.00

9. **Chapter 19: Water System Use, Rates and Charges**

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

*Rates for Quarterly Billings*

**Readiness to serve charge**

5/8", 3/4", 1"	\$51.22	Was \$52.17
1.5"	\$220.77	Was \$220.77
2"	\$353.23	Was \$353.23
3"	\$662.31	Was \$662.31
4"	\$1,103.85	Was \$1,103.86
6"	\$2,207.70	Was \$2,207.70

**Commodity charge (per 100 cubic feet of water): \$7.07 (previously was \$5.93)**

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

(E) Bulk water sales shall be in accordance with the following fee schedule:

**Bulk Water Purchases**

1 cubic ft. = 7.4805  
Gallons

Gallons	Cubic ft.	Cost
3,740	499.96658	\$104.00
5,000	668.40452	\$116.00
10,000	1336.809	\$160.00
15,000	2005.2136	\$204.00
20,000	2673.6181	\$247.00

10. **Chapter 19: Water & Sewer Tap Fees**

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

**11. Chapter 19: Sanitary Sewer Rates**

*Rates for Quarterly Billings*

Readiness to serve charge (per metered account):	\$52.50 Was \$58.86
Readiness to serve charge (non-metered accounts):	\$124.61 Was \$129.11
Commodity charge (per 100 cubic feet of water consumed):	\$2.14 Was \$1.91

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

**12. Chapter 20: Weed Cutting Fees**

\$300 per cut

**13. Building & Trade Inspection Fees**

**A. Building Permit Fees: Appendix A 21.06**

\$50.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

**B. Electrical Inspection Fees**

Application Fee (non-refundable) \$50

**Service**

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$25
Over 1200 Amp. (GFI only)	\$50
Circuits	\$5
Lighting Fixtures-per 25	\$6
Dishwasher	\$5

Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

**Signs**

Unit	\$10
Letter	\$15
Neon-each 25 feet	\$20
Feeders-Bus Ducts, etc.-per 50'	\$6
Mobile Home Park Site	\$6
Recreational Vehicle Park Site	\$4

**K.V.A. & H.P.**

Units up to 20	\$6
Units 21 to 50 K.V.A. or H.P.	\$10
Units 51 K.V.A. or H.P. & over	\$12

**Fire Alarm Systems (excl. smoke detectors)**

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

**Data/Telecommunication Outlets**

1-19 devices	\$5 each
20-300 devices	\$100
Over 300 devices	\$300
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**C. Mechanical Inspection Fees**

Application Fee (non-refundable)	\$50
----------------------------------	------

**Residential Heating System** (includes duct & pipe, new building only)

Gas/Oil Burning Equipment (furnace, roof top units, generators)	\$50
Boiler	\$30
Water Heater	\$30
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$5
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$30
Solar; set of 3 panels-fluid transfer (includes piping)	\$25
Gas piping; each opening-new installation (residential)	\$20
Air Conditioning (includes split systems)	\$5
RTU-Cooling only	\$30
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

**Tanks**

Aboveground	\$20
-------------	------

Aboveground Connection	\$20
Underground	\$25
Underground Connection	\$25
Humidifiers/Air Cleaners	\$10
<b><u>Piping-minimum fee \$25</u></b>	
Piping	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20
<b><u>Air Handlers/Heat Wheels</u></b>	
Under 10,000 CFM	\$20
Over 10,000 CFM	\$60
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15
<b><u>Fire Suppression/Protection</u></b>	
(includes piping) –minimum fee \$20	\$.75/head
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
<b><u>Inspections</u></b>	
Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20
<b>D. Plumbing Inspection Fees</b>	
Application Fee (non-refundable)	\$50
<b><u>Mobile Home Park Site</u></b>	
Fixtures, floor drains, special drains,	\$5 each
Water connected appliances	\$5 each
Stacks (soil, waste, vent and conductor)	\$3 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
<b><u>Water Service</u></b>	
Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5
<b><u>Sewers (sanitary, storm or combined)</u></b>	
Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each
<b><u>Water Distributing Pipe (system)</u></b>	
¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10

1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

**Inspections**

Special/Safety Insp. (includes cert. fee)	\$50
Additional Inspection	\$50
Final Inspection	\$50
Certification Fee	\$20

**14. Appendix B: Franchises**

\$250 application fee plus actual expenses related to preparation by City Attorney.

**15. Miscellaneous Fees**

A. *Copies:*

Black & White: 10¢ for page.

Color or Mixed Color and Black & White: 25¢ per page

B. *Freedom of Information Act Requests:*

See the City of Swartz Creek Freedom of Information Act Procedures & Guidelines: adopted June 22, 2015 for details. Standard requests shall be charged 10¢ for 8.5 x 11 page (25¢ for color or mixed color) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, digital media storage, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City (\$8.15/hour with a 1.1 fringe multiplier, totaling \$8.97/hour).

C. *Police Reports:*

\$5 for copies under 6 pages, 10¢ for each page thereafter. Extensive research, reproduction costs, etc. shall be charged in accordance with F.O.I.A. requests.

D. *Gun Registrations, Permits & Safety Inspections:*

No Charge

E. *Towing & Impound Fees:*

\$100 for each vehicle towed as incidental to arrest or other civil custody. \$100 for each vehicle towed as abandoned. The Chief of Police may, at his/her discretion, waive any towing fee when in his/her opinion, special circumstance exists. A report shall be filed when any such action is taken.

F. *Weddings:*

\$50 per ceremony

G. *Fax Services:*

50¢ per page for the first 10 pages, then \$0.25 per page thereafter

H. *Notary Services:*

\$10.00 per item

I. *Insufficient Funds:*

\$25 each for any check returned unpaid for account insufficient, closed or stopped

J. *Penalties on Outstanding Invoices/Miscellaneous Receivables:*

\$10 penalty for unpaid miscellaneous receivables, including but not limited to: utility bills,

mowing invoices, sidewalk repair, project reimbursements, charges for services, and retiree coverage contributions. This penalty shall be applied once to “past due” invoices.

- K. *Interest on Outstanding Invoices/Miscellaneous Receivables:*  
1.5% interest per month on outstanding invoices that are 30 days “past due”.

\*Payments made toward outstanding balances shall be applied in the following order: interest, penalties, principle.

**16. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees**

- A. Site Plan Review:
- |                                     |                                      |
|-------------------------------------|--------------------------------------|
| Property Re-Zoning                  | \$250                                |
| Single & Multiple-Family (non-plat) | \$300 plus \$5.00 per lot            |
| Cluster Housing Development         | \$300 plus \$5.00 per unit           |
| Mobile Home Park                    | \$400 plus \$5.00 per unit           |
| Commercial Development              | \$450 plus \$50.00 per acre/fraction |
| Industrial Development              | \$400 plus \$50.00 per acre/fraction |
| Office Development                  | \$350 plus \$50.00 per acre/fraction |
| Institutional                       | \$300 plus \$50.00 per acre/fraction |
| Public/semi-public uses             | \$300 plus \$50.00 per acre/fraction |
| Special Approval or Conditional Use | \$250 plus \$5.00 per acre/fraction  |
| PUD/Mixed Use Review                | \$500 plus \$50.00 per acre/fraction |
| Consulting Fees (All Reviews)       | Actual consultant costs              |
| Revisions                           | ½ of original review fee             |
- B. Building and Zoning:
- |   |                           |
|---|---------------------------|
| Swimming Pool Permit                                      | \$25                      |
| Misc. Zoning Permit                                       | \$25                      |
| Sidewalk Permit   | \$25                      |
| Sign Permit   | See Building Permits      |
| Structure Movement Permit                                 | \$95                      |
| Demolition Permit (Including ROW Permit)                  | \$150                     |
| Right of Way Permit                                       | \$100                     |
| Home Occupation Permit                                    | \$95                      |
| Variance Review   | \$250 per variance        |
| Zoning Board of Appeals: Petitioned Interpretation Review | \$150                     |
| Zoning Board of Appeals: Appeal Review                    | \$250                     |
| Lot Split/Combination: City Ordinance Section 16.2        | \$150 plus \$5.00 per lot |
| Public or Private Road Plan Reviews                       | \$400 per mile/fraction   |
| Consulting Fees   | Actual consultant costs   |
| Zoning Code   | \$10 CD, \$25 Paper Copy  |
| Engineering Standards Manual                              | \$10 CD, \$25 Paper Copy  |
| Medical Marijuana Dispensary/Facility Review              | \$500                     |
- C. Subdivision Review
- |  |                           |
|--|---------------------------|
| Preliminary Subdivision Review-Tentative | \$300 plus \$5.35 per lot |
| Preliminary Subdivision Review- Final    | \$160 plus \$2.70 per lot |
| Final Plat Review                        | \$160 plus \$1.00 per lot |

**17. Chapter 1: Municipal Civil Infraction Fines**

- Civic Infraction Citation Fines:
- |                |       |
|----------------|-------|
| First Offense  | \$100 |
| Second Offense | \$200 |
| Third Offense  | \$300 |
- Civic Infraction Notice Fines:
- |               |      |
|---------------|------|
| First Offense | \$75 |
|---------------|------|

Second Offense	\$150
Third Offense	\$250

**18. Rental Inspection Program Fees**

Registration	\$75 for the first unit, plus \$20 for each additional unit on a shared premises, with common ownership and management, or within recognized apartment complexes
Follow up inspections	The initial and one follow-up inspection will be performed without additional fees. Subsequent inspections shall be charged at the rate of \$25/unit
Registration Updates/Amendments Coverage	No charge The initial fee covers the registration and first inspection and is valid until the resulting certificate of compliance expires
Pro-ration	There shall be no pro-ration of fees

**ADOPTION & REVISION HISTORY:**

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)
Resolution No. 130826-06	Dated August 26, 2013 (K.W.A. Water Fees)
Resolution No. 140922-07	Dated September 22, 2014 (Utility and MMD Fees)
Resolution No. 150824-05	Dated August 24, 2015 (FOIA, Rentals, Utility Fees)
Resolution No. 151214-05	Dated December 14, 2015 (Parking)
<b>Resolution No. 160523-8B</b>	<b>Dated May 23, 2016 (Water and Sewer)</b>

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-8E      ZONING ORDINANCE AMENDMENT #430**

Motion by Councilmember: \_\_\_\_\_

**I Move** the City of Swartz Creek enact Ordinance #430, an ordinance to amend Sections 16.02 of Article 16 and Section 30.09 of Article 30 of Appendix A of the Code of Ordinances to permit Medical Marijuana Growing Facilities in Light Industrial Districts and to establish additional requirements to such facilities, as follows:

**CITY OF SWARTZ CREEK  
ORDINANCE NO. 430**

An ordinance to amend Sections 16.02 of Article 16 and Section 30.09 of Article 30 of Appendix A Zoning of the Code of Ordinances to permit Medical Marijuana Growing Facilities in Light Industrial Districts and to establish additional requirements to such facilities.

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Amendment of Section 16.02 of Article 16 of Appendix A Zoning of the Code of Ordinances of the City of Swartz Creek.**

Section 16.02 of Article 16 of Appendix A Zoning of the Code of Ordinances for the City of Swartz Creek shall be amended to include the following:

K.1. Medical Marijuana Dispensaries

**Section 2. Amendment of Section 30.09 of Article 30 of Appendix A Zoning of the Code of Ordinances of the City of Swartz Creek.**

Section 30.09 of Article 30 of Appendix A Zoning of the Code of Ordinances for the City of Swartz Creek shall be amended to include the following:

B.23.1.B.10 Such facilities shall be required to install, operate, and maintain commercial grade air filters or other suitable technology to ensure odors of operations are not detectable at or beyond any property line.

**Section 3. Effective Date.**

This Ordinance shall take effect twenty (20) days following publication. At a regular meeting of the City Council of Swartz Creek held on the 23rd day of May, 2016, \_\_\_\_\_ moved for adoption of the foregoing ordinance and \_\_\_\_\_ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
David Krueger  
Mayor

\_\_\_\_\_  
Connie Eskew  
City Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. \_\_\_\_\_ which was enacted by the Swartz Creek City Council at a regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Connie Eskew  
City Clerk

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-8F                      SUNOCO DEMOLITION BIDS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the city resolved to acquire real property, commonly known as the “Sunoco Gas Station” located at 5012 Holland Drive, parcel 58-02-529-017, from the Genesee County Treasurer’s Office on June 22, 2015; and

**WHEREAS**, the city subsequently submitted a Baseline Environmental Assessment and registered three underground gasoline storage tanks and one underground fuel oil tank with the State of Michigan; and

**WHEREAS**, the community desires to eliminate the blight and repurpose this site as a means to eliminate potential hazards and nuisances; and

**WHEREAS**, the city retain the services of Applied Ecosystems to assess this site and advise with its clean up; and

**WHEREAS**, the city applied for and has been granted a State of Michigan Blight Elimination Grant by the Michigan Land Bank Fast Track Authority to remove the site structures and underground storage tanks in an amount of \$22,000, with an additional match of \$10,000 from the Swartz Creek Downtown Development Authority; and

**WHEREAS**, the city sought sealed bids for the demolition of the gas station and removal of tanks as required under Purchasing Ordinance, Chapter 2, Article VI, Section 2-402; and

**WHEREAS**, the city received six valid bids.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the low bid of RBF Construction, Inc. in the amount of \$26,000, plus a 20% contingency for unanticipated, non-specified change orders, for completion of the work as specified in the attached bid specification, plus an additional \$2,850 for soil monitoring and filing of a UST removal report to the State of Michigan, if needed and directed by the city manager.

**BE IT FURTHER RESOLVED** that the City Council directs the city manager to execute any and all contracts necessary between RBF Construction, Inc., their subcontractors, and the State of Michigan to engage these services.

**BE IT FURTHER RESOLVED** that the finance director apportion project expenses from the general fund and track such expenses for reimbursement from the State of Michigan and Swartz Creek DDA as outlined in the grant agreement.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek City Council hereby retains Applied EcoSystems as the city’s environmental consultant for this demolition and tank removal, and directs the city manager to execute their proposal for services of observation, documentation, and regulatory control of the demolition and tank removal, price not to exceed \$2,500, with such costs to be apportioned from the city’s general fund.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-8H                      WINCHESTER WOODS ROAD SURFACE BID**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the city owns, operates, and maintains a system of major and local streets; and

**WHEREAS**, the Winchester Woods Suidivision was platted in Gaines Township and was incorporated into the City of Swartz Creek in 1959; and

**WHEREAS**, the subdivision has water and partial sewer in place, but lacks storm water and accessible streets; and

**WHEREAS**, the city finds that vested rights of the various lot owners include reasonable access to their land, including that of public and emergency services; and

**WHEREAS**, the city has acquired ten lots in this area via the tax foreclosure process, with the intention of using these lots to provide storm water detention and/or financial resources to offset investments necessary to make surrounding lots buildable for their intended purpose of single family residential; and

**WHEREAS**, the city sought sealed bids for the application of city-owned street millings to the unimproved section of Young Drive and Cardigan Drive as required under Purchasing Ordinance, Chapter 2, Article VI, Section 2-402; and

**WHEREAS**, the city received one valid bid.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the low bid of C & H Construction in the amount of \$12,800 for completion of the work as specified in the attached “Young and Cardigan Streets” bid specification.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek City directs the Finance Director to apportion project expenses from the general fund and track such expenses for reimbursement against any future sales of city-owned lots in the Winchester Village Subdivision.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_  
Voting Against: \_\_\_\_\_

**Resolution No. 160523-8I                      STREET ADVISORY COMMITTEE**

Motion by Councilmember: \_\_\_\_\_

**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 has a 20 year street maintenance plan on file that is funded, in part, by a 20 year street levy; and

**WHEREAS**, the council desires to enable a committee of residents, councilmembers, and staff to further deliberate on the particulars relating to the prioritization and funding of the next three years of street projects, inclusive of those supported by the Major Street Fund, Local Street Fund, and Municipal Street Fund.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby creates a temporary committee, to be referred to as the “Street Project Review Committee,” for the purpose of reviewing and making recommendations relating to the order and funding plan for the 2017, 2018, and 2019 construction seasons, to the most practical extent possible.

**BE IT FURTHER RESOLVED**, the Street Project Review Committee shall endeavor to deliver such findings at or before the regular meeting on September 26, 2016 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 Street Project Review Committee shall be composed of the following individuals:

- Mayor Krueger
- Councilmember Hicks
- Councilmember Pinkston
- Steve Shumaker
- Steve Long
- Dennis Cramer
- Lou Fluery – Consultant Engineer (non-voting)
- Adam Zettel – Staff Member (non-voting)

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 160523-8J ELMS PARK BATHROOM BIDS**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, the City of Swartz Creek owns operates and maintains a system of parks in the community, including grounds, facilities, and equipment; and

**WHEREAS**, at the recommendation of the Parks and Recreation Advisory Board, the City Council directed the city manager to apply for a Recreation Passport Grant to fund renovations and improvements at Elms Park; and

**WHEREAS**, city staff, with technical assistance from Rowe Professional Services Company, created a scope of work and grant applicant to the State of Michigan Department of Natural Resources for said grant; with DNR approval of the city’s request occurring in December of 2015; and

**WHEREAS**, the city desires to bid and construct said improvements as quickly as possible; and

**WHEREAS**, the city accepted the terms of the Agreement as received from the Michigan Department of Natural Resources by resolution on January 11, 2016 and subsequently received approval from the DNR to bid the bathroom renovation improvements related to this grant project and

**WHEREAS**, in accordance with the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-402, as well as DNR bidding requirements, the city solicited sealed bids for this project; and

**WHEREAS**, the city received four valid and qualified bids.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the low bid of \$36,783 for completion of the Elms Park bathroom repairs as specified by the city’s engineer and approved by the Michigan Department of Natural Resources, said bid submitted by Oak Construction Corporation, such expenses to be apportioned and expensed from the Elms Park Project Fund and submitted for reimbursement to the DNR.

**BE IT FURTHER RESOLVED** that the City Council hereby directs the city manager to submit necessary documents to the DNR for final approval of this project component and further directs the manager to execute any and all agreements, contracts, pay authorizations, and related documents necessary to carry out restoration of the bathrooms under the terms of the Recreation Passport Grant and engineer’s contract.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 05/09/2016**

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, Florence, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, City Clerk Connie Eskew, Public Services Director Tom Svrcek.

Others Present: Tommy Butler, Jim Barclay, Steve Shumaker, Dennis Cramer, Boots Abrams, Sharon Shumaker, Lou Fleury, Sheila Auten, Bob Plumb, Ron Webb, Julie Webb, Ethan Webb, Madeline Webb, Betty Binder, Bill Baker, Elaine Tucker, Penny Messer, Jeanne Jackson, Livia Jackson, Logan Black, Layne Parks & Steven Long.

**APPROVAL OF MINUTES**

**Resolutions No. 160509-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday April 25, 2016 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 160509-02**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Hicks

**I Move** the Swartz Creek City Council approve the Agenda as amended for the Regular Council Meeting of May 9, 2016, to be circulated and placed on file.

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

**City Manager's Report**

**Resolution No. 160509-03**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of May 9, 2016, including reports and communications, to be circulated and placed on file.

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

**MEETING OPENED TO THE PUBLIC**

Dennis Cramer, resident at 5299 Worchester Drive, questioned if there were any improvements on the horizon for Winshall Park. Mr. Svrcek responded that just general maintenance along with a swing set on the west end side is being removed.

**COUNCIL BUSINESS**

**Eagle Scout Recognition**

**Proclamation**

Mayor David Krueger presented Ethan Webb with a proclamation in recognition for his Eagle Scout.

**GFWC-Swartz Creek Women's Club**

**Presentation**

The GFWC presented to the City two checks, one for \$1500.00 for the Cops in the Park program and one for \$500.00 for Camp 911 program. They also wanted to remind everyone that there will be a fundraiser "Rocking for Roscoe" at Hometown Days.

**GARAGE FLATWORK BIDS**

**Resolution No. 160509-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the city finds it necessary to remove and replace the concrete approach in front of the main building at the city garage; and

**WHEREAS**, this process requires approximately 3,600 square feet of 7" thick concrete; and

**WHEREAS**, in accordance with the City’s Purchasing Ordinance, Chapter 2, Article VI, Section 2-402, the city solicited sealed bids for this project; and

**WHEREAS**, the city received two valid bids and one that was invalidated due to the absence of a stated cost; and

**WHEREAS**, the low bidder is qualified.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the low bid of \$19,400 for the replacement of 3,600 square feet of concrete at the city garage, said bid submitted by RBF Construction of Swartz Creek, expenses to be distributed to the Motor Pool Fund.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek City Council accepts the extrapolated unit cost of \$5.39 per square foot for the removal and replacement of 7” thick concrete, as specified, as the low bid for additional projects completed within the parameters of the city budget prior to December 31, 2016.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **STREET PLAN & COMMITTEE**

## **Discussion**

Adam Zettel, City Manager commented that the levy question that was put forth passed on May 3<sup>rd</sup>. He recommended we create a temporary committee that will meet in each June or July to make recommendations to council on the prioritization and timing on street repairs.

## **PARK WAIVER REQUEST - SCOUTS**

### **Resolution No. 160509-05**

**(Carried)**

Motion by Councilmember Gilbert

Second by Mayor Pro Tem Abrams

**WHEREAS**, the City of Swartz Creek requires park usage reservations and fees accordance with adopted rules and regulations; and

**WHEREAS**, the Girl Scout Alumni of Fair Winds Council reserved Pavilion #2 in Elms Park for September 18, 2016 for the purpose of holding an annual meeting; and

**WHEREAS**, the city park rules and regulations states that “fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city.”; and

**WHEREAS**, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby waives all fees for the September 18, 2016 reservation in Elms Park.

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

## **MASTER PLAN APPROVAL**

### **Resolution No. 160509-06**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Councilmember Porath

**WHEREAS**, the City of Swartz Creek master plan was last revised on February 10, 2010; and

**WHEREAS**, the Michigan Planning Enabling Act requires a plan to be reviewed every five years in order to maintain its applicability and maximum legal integrity; and

**WHEREAS**, the City Council directed the planning commission to review and potentially revise the master plan; and

**WHEREAS**, the planning commission, after hosting workshops, public meetings, and reviewing the existing plan, revised the master plan to include considerations for the following:

1. The closure of Sports Creek Raceway
  2. The construction of Meijer
  3. The continued decrease in taxable values and state revenue sharing
  4. Changes in city staffing levels/services
  5. Changes in demographics and economics
  6. Related changes to the city's land uses and expectations
- ;and,

**WHEREAS**, the planning commission finalized updates and recommended distribution of the draft plan at their regular meeting on January 5, 2016, and the city council confirmed this distribution on February 8, 2016; and,

**WHEREAS**, notice was posted and copies of the master plan have been distributed in accordance with state law to hold a public hearing in front of the planning commission on May 3, 2016; and,

**WHEREAS**, the plan was approved after that public hearing by the City of Swartz Creek Planning Commission, with comments from Bishop Airport, the Genesee

County Metropolitan Planning Commission, and the Swartz Creek Planning Commission; and,

**WHEREAS**, the Swartz Creek City Council, exercising rights enabled by MCL 125.3843, desires to affirm approval of the master plan.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby grants final approval of the Master Plan, dated May 4, 2016, and directs staff to print, execute, and distribute copies of the plan in accordance with state law.

Discussion Ensued.

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

## **TRUCK REPLACEMENT**

**Resolution No. 160509-07**

**(Carried)**

Motion by Councilmember Porath  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the City of Swartz Creek resolved to sell a S-10 pickup truck on January 25, 2016, said truck's primary purpose being to service buildings and grounds within the city; and,

**WHEREAS**, the City of Swartz Creek desires to replace this pickup truck with a comparable and inexpensive two wheel drive truck with bed; and,

**WHEREAS**, city staff finds that a negotiated sale of used equipment, a 2013 Chevrolet Silverado 1500 Regular Cab, based upon Kelly Bluebook wholesale pricing, is in the best interest of the city; and,

**WHEREAS**, City Charter, Section 2-402 enables negotiated sales in lieu of sealed bids for such circumstances.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Swartz Creek approves the purchase of a 2013 Chevy Silverado 1500 Regular Cab, VIN 1GCNCPEX0DZ310436, from Patsy Lou Williamson Used Cars, 2100 Linden Road, Flint, Michigan for the price of \$14,510, funds to be appropriated from 661 Motor Pool.

Discussion Ensued.

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

**BODY ARMOUR PURCHASE**

**Resolution No. 160509-08**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Hicks

**WHEREAS**, the City of Swartz Creek Police Department is in need of replacement body armor; and,

**WHEREAS**, a departmental study showed a preference for the Second Chance SM02 Level II vest from Michigan Police Equipment; and,

**WHEREAS**, quotes were sought on seven different products, with the preferred product being found to be reasonably priced; and,

**WHEREAS**, the department has submitted a grant that, if awarded, would offset half of the cost of this purchase.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Swartz Creek approves the purchase of the Second Chance SM02 Level II vest from Michigan Police Equipment in the amount of \$700 each, with the understanding that up to eleven may be purchased and retained for department use.

**BE IT FURTHER RESOLVED**, that the expense of such vests shall be charged to the Equipment Account of the Police Department in their entirety, with any and all grant revenues to be used to defray such costs.

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

\*\*\*\*\***Master Resolution**\*\*\*\*\*

**MASTER RESOLUTIONS: HOMETOWN DAYS PERMITS, FIRE DEPARTMENT PERMIT, RIVERBEND STRIDERS – CROSS COUNTRY PERMIT**

**Resolution No. 160509–09**

**(Carried)**

Motion by Councilmember Florence  
Second by Mayor Pro Tem Abrams

**I Move** the City of Swartz Creek approve Resolutions 160509-9A through 160509-9I, allowing for the various permits relative to the annual Swartz Creek Hometown Days events, Swartz Creek Area Fire Department and Riverbend Striders – Cross Country, to be held beginning Tuesday, May 31, 2016 and concluding on Monday, June 6, 2016, inclusive of all stipulations and conditions as specified and listed within, including the provision of valid insurance that lists the City of Swartz Creek as an additionally insured party for all events.

## **HOMETOWN DAYS, STREET CARNIVAL, GENERAL STREET & PROPERTY USE PERMITS**

### **Resolution No. 160509-9A**

**I Move** the City of Swartz Creek approve and authorize the Swartz Creek Hometown Days Committees' application for street closing and City property use permits for the following locations:

1. Morrish between Miller and Ingalls-Wade, Carnival.
2. Holland between Miller and Ingalls, Vendor – Carnival.
3. City Lot located at the southwest corner of Miller and Morrish, Carnival.
4. Ingalls at Holland and Park Land located to the North and Northwest of the intersection of Morrish and Ingalls, Carnival.
5. City owned property located along the North side of Fortino, West of Morrish Road, Car Show, Vendors, and Radio D.J., general parking.
6. City owned property, 4438 South Morrish Road.
7. City owned property, 4505 Fortino.
8. City owned property, Fortino (Branoff)
9. Fire Hall out lot properties.
10. Use of DPW Yard and Generator (access subject to department).

Street and City property use, unless otherwise indicated, begins Tuesday, May 31, 2016 at 9:00 a.m. until Monday June 6, 2016 at 9:00 A.M., for the purpose of, and authorization to conduct a carnival, vendor/display areas, car show and or other similar events under the following stipulations:

1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
2. Written permission from deed holders of any private properties to be used and appropriate insurance certificates naming such parties as additional insured: City of Swartz Creek, Cooks Diesel 5248 Morrish Road; William Kincaid & Kincaid Properties 5086 South Morrish: St. Mary's Catholic Church 4413 Morrish Road; John Alexander; Pentecostal Church of God / Family Worship Center 4494 Morrish Road; Mark O'Brien 5099 South Morrish; Kallas Heating and Cooling 8077 Miller; Swartz Creek Schools 8354 Cappy (High School Middle School); Scott Hoover 8280 Crapo; Larry Bush 7322 W. Bristol Road; Swartz Creek Area Fire Department; Meijer Great Lakes Limited; Kevin McNault.
3. Sufficient number of portable bathrooms placed and located, and litter control program in accordance and under the approval of Director of Community Services.
4. General approval of the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

## **HOMETOWN DAYS, STREET USAGE PERMIT, MOTOR AND PEDESTRIAN PARADE**

### **Resolution No. 160509-9B**

**(Carried)**

**I Move** the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committees' application for street closing / usage permit for Saturday, June 4, 2016 from 9:00 a.m. until 12:30 p.m. for purposes of conducting a parade, streets to be used include the high school performing arts center entrance, Miller Rd, and Frederick St under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. No candy or other objects be thrown or handed from, to or at any vehicle, trailer, float, or similar, and further, that the Hometown Days Committee establish and maintain a list of all participants and/or entries in the parade that identifies a contact person, such contact to be informed by the Hometown Days Committee of the stipulation and motor vehicle code enforcement actions for violations thereof.
3. General approval, and under the direction and control of the Office of the Chief of Police.

## **HOMETOWN DAYS PERMIT, AERIAL FIREWORKS DISPLAY**

### **Resolution No. 160509-9C**

**(Carried)**

**I Move** the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee's application for one fireworks aerial display to be held on Friday, June 3, 2016, at or shortly after dusk, with a cancellation date of Saturday, June 4, 2016, at or shortly after dusk, to be launched from properties directly west of the Swartz Creek Middle School Building, said properties owned by the Swartz Creek School District and Mr. Scott Hoover, under the following stipulations and conditions:

1. Insurance certificate naming the City as insured in an amount to be determined adequate by the City Manager.
2. Written permission from the aforementioned parcel owners along with acceptable insurance certificates naming said parcel owners as additional insured parties, in an amount to be determined adequate by the City Manager.
3. Traffic Control Plan and administration by the Offices of Chief of Police and Director of Community Services.
4. Detailed Plan submitted to and approved by the Fire Chief.
5. All decisions concerning the event and cancellation thereof, if needed, under the direction and control of the Fire Chief.

## **HOMETOWN DAYS PERMIT, OPERATE ENTERTAINMENT TENT**

### **Resolution No. 160509-9D**

**(Carried)**

**I Move** the Swartz Creek City Council approve and authorize the Swartz Creek Hometown Days Committee application to operate an entertainment tent with the sale of beer and wine for consumption on the premises, along with live entertainment, to be held on Parcel No. 58-02-200-014, owned by William Kincaid and located 5086 Morrish Road, south of Wade Street, beginning Thursday, June 2, 2016 12:00 PM through Sunday, June 4, 2016, 9:30 PM, under the following stipulations:

1. Michigan Liquor Control Commission Approved Application with appropriate insurance in accordance with the rules of the L.C.C. and naming the City and all other property owners as additional insured parties, in an amount not less than \$1,000,000 (One Million Dollars).
2. Portable bathrooms appropriately located and litter control program in accordance and under the approval of Director of Community Services.
3. Traffic control and pedestrian safety plan in accordance with and under the approval of Office of Chief of Police.
4. Adherence to all L.C.C. stipulations and regulations, state and local laws.
5. No music after 11:00 p.m. Thursday, June 2, 2016 and after 1:30 a.m. on Friday, June 3, 2016 (Saturday Morning), and Saturday, June 4, 2016 (Sunday Morning), and Sunday, June 5, 2016, 9:30 PM.
6. Adequate security as approved by the Chief of Police.
7. Adherence to and under the direction and control of the Office of the Chief of Police.

## **HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM**

**Resolution No. 160509-9E**

**(Carried)**

**I Move** the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee to discharge weapons as a part of a military concert and ceremonial military honor guard, to be held at the Swartz Creek High School's outdoor football stadium, on Friday, June 3, 2016, at approximately 9:00 p.m., in conjunction with a concert and aerial fireworks display, with a backup rain date of Saturday, June 4, 2016 at approximately 9:00 p.m. under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

## **HOMETOWN DAYS PERMIT, CEREMONIAL DISCHARGE OF A FIREARM**

**Resolution No. 160509-9F**

**(Carried)**

**I Move** the Swartz Creek City Council, pursuant to section 10-212(3) of the Code of Ordinances, approve and authorize the Swartz Creek Hometown Days Committee

to discharge weapons in conjunction with a Parade and as a ceremonial military honor guard, to be held along Miller Road on Saturday, June 4, 2016, at approximately 10:00 A.M., under the following stipulations and conditions:

1. Insurance certificate naming the City as an additional insured party in an amount not less than \$1,000,000.00 (One Million Dollars).
2. The party(ies) discharging the weapon(s) must be a practicing military honor guard trained and capable in the handling of firearms.

#### **WAIVER OF INSPECTION FEE, HOMETOWN DAYS COMMITTEE**

**Resolution No. 160509-9G**

**(Carried)**

**I Move** the City of Swartz Creek waive the permit fees for the temporary structure (trailer) and electrical permit inspection fees for the Swartz Creek Hometown Days Committee.

#### **TRAFFIC CONTROL APPROPRIATION**

**Resolution No. 160509-9H**

**(Carried)**

**I Move** the City of Swartz Creek provide traffic control devices to ensure the safety of the public during the duration of the Swartz Creek Hometown Days event and hereby direct the Director of Public Works to order or supply barricades sufficient to do so at a cost not to exceed \$1,750, appropriated to the community promotions department of the general fund.

#### **STREET USE PERMIT, ANNUAL 5K ROAD RACE, SWARTZ CREEK CROSS COUNTRY – RIVERBEND STRIDERS**

**Resolution No. 160509-9I**

**(Carried)**

**I Move** the City of Swartz Creek approve the application for a street usage permit to conduct a 5 kilometer foot road race on Thursday, June 2, 2016, 5:00 PM – 8:00 PM, applicant: the River-Bend Striders - Swartz Creek Cross Country Team, in the care of Mr. Allen Murphy, race to be held in Winchester Village Subdivision, in accordance with the application submitted, under the direction and control of the Chief of Police and contingent upon the provision of valid insurance listing the City of Swartz Creek as an additionally insured party.

Discussion Ensued.

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

#### **TREE & BENCH DONATION ACCEPTANCE**

**Resolution No. 160509-10**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Gilbert

**I Move** the City of Swartz Creek accept the donation of a river birch tree and park bench from Sharon Shumaker, said bench to be placed in Elms Park near the front entrance, as directed by Mr. Svrcek and as permitted by the Park Board.

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

## **WATER RATE INCREASE REVIEW**

## **Discussion**

Adam Zettel, City Manager informed that the Great Lakes Water Authority increased rates to Genesee County Drain Commission, our supplier, who in turn is purposing to increase the cost of the water commodity effective September 2, 2016. This is an increase of 8.6%.

**Recess-five minute recess 8:13 p.m.-8:18 p.m.**

## **ASPHALT PATCH BIDS**

**Resolution No. 160509-11**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Porath

**WHEREAS**, the city finds it necessary to remove and replace certain sections of asphalt roadway in which excavations at and under the roadway occurred; and

**WHEREAS**, this process requires approximately 26 linear feet of curb and 1,037 square feet of like kind materials for seven distinct repairs; and

**WHEREAS**, in accordance with the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-402, the city solicited sealed bids for this project; and

**WHEREAS**, the city received three valid and qualified bids.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the low bid of \$12,730 for completion of the spot repairs as specified, said bid submitted by RBF Construction of Swartz Creek, expenses to be appropriated to the Water Fund.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek City Council accepts the extrapolated unit cost of \$11.02 per square foot for the removal and replacement of 6.5" thick or greater asphalt, as specified, as the low bid for additional projects completed within the parameters of the city budget prior to December 31, 2016.

Discussion Ensued.

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

## **2016-2017 FY BUDGET, SET PUBLIC HEARING**

### **Resolution No. 160509-12**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Councilmember Hicks

**WHEREAS**, the City of Swartz Creek observes a fiscal year, beginning on July 1 of each year; and,

**WHEREAS**, the City Charter requires a public hearing on the proposed budget and encourages adoption prior to the third Monday in May; and,

**WHEREAS**, city staff have prepared budget revenues and expenses in draft form in the timeliest manner practical based upon determinations available for taxable value.

**NOW, THEREFORE BE IT RESOLVED** the City of Swartz Creek hereby sets a Public Hearing, to be held on Tuesday, May 23, 2016 at 7:00 PM, at the regularly scheduled City Council Meeting, or as soon thereafter as this matter can be heard, to hear public comments and needs regarding the Proposed 2016-2017 Fiscal Year Budget, and further, post a notice of the public hearing in the View News, with a copy of the proposed budget to be available in the Clerk's Office beginning May 10, 2016.

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

## **END-YEAR BUDGET AMENDMENT**

### **Resolution No. 160509-13**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**WHEREAS**, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

**WHEREAS**, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

**WHEREAS**, the City Council has reviewed the City's 2015 – 2016 Revenue and Expenditure Report through April 2016, and finds that it is not in deficit; however, certain department activity line items may be in deficit; and

**WHEREAS**, the City Council has received a Budget Amendment Summary and Revenue and Expenditure Reports reflecting proposed changes in budgeted items; and

**WHEREAS**, new budget amounts necessitate adjustments to the original adopted budget; and

**WHEREAS**, said supplemental documentation shows the new proposed revenue and expenditures by fund.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the city manager to make all necessary end-year budget adjustment amendments to Fund 101 (General Fund) and Fund 202 (Major Street Fund) in accordance with the supplemental documentation (pages 83 to 100) attached.

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

## **YARMY AND PARKRIDGE BIDS**

**Resolution No. 160509-14**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Hicks

**WHEREAS**, the city owns, operates, and maintains a system of major and local streets; and

**WHEREAS**, the city has drafted and funded a 20 year street plan that includes a mix of fixes for streets in various states of need; and

**WHEREAS**, the first phase of the plan includes a rehabilitation for Yarmy Drive and a surface treatment for the entire Parkridge Subdivision as part of the preventative maintenance component; and

**WHEREAS**, these repairs were engineered and bid in 2015 and again in 2016 as projects contingent upon securing the proposed street levy in accordance with the City's Purchasing Ordinance, Chapter 2, Article VI, Section 2-402; and

**WHEREAS**, the 20 year street levy was approved on May 3, 2016, with collections to begin in 2016; and

**WHEREAS**, the city received four valid and qualified bids in 2016.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the low bid of \$222,484.28 for completion of both projects as specified, said bid submitted by Lois Kay Contracting Co., expenses to be appropriated to the Local Street Fund.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek City directs the Mayor to execute the contract with Lois Kay Contracting Co., inclusive of a 10% contingency.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek City Council approves and directs the Mayor to execute the proposal from Rowe Professional Services Company for the provision of construction engineering services related to this project in the amount of \$34,200.

**BE IT FURTHER RESOLVED** that the finance director is to make necessary adjustments to the current year budget to reflect completion of 40% of this project in the current fiscal year.

Discussion Ensued.

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

## **PUBLIC UTILITY CONNECTION AGREEMENT**

### **Resolution No. 160509-15**

**(Carried)**

Motion by Councilmember Florence  
Second by Mayor Pro Tem Abrams

**WHEREAS**, the City owns, operates, and maintains a water distribution system and sewer collection system in conjunction with and as a party to the Genesee County Drain Commission - Water and Waste Services Division (County); and

**WHEREAS**, the County and City both collect connection fees for new uses that connect to the system, with the determination of the number of Units being established by the County rate sheet for Residential Equivalent Units (REU's); and

**WHEREAS**, the City and County do not agree on the application of this chart as it applies to the Springvale Assisted Living facility; and

**WHEREAS**, the County has agreed to approve the permit with the assignment of units in the amount that the City determined to be appropriate, provided the developer, City, and County enter into an agreement to assess long-term flow of the facility and thereby determine final unit determination after 24 months.

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council hereby agrees to enter into the Public Utility Connection Agreement with Genesee County and the owner of Springvale Assisted Living as included in the Packet Supplement for the May 9, 2016 City Council Meeting, and further directs the Mayor to execute said agreement on behalf of the city.

Discussion Ensued.

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

**MEETING OPEN TO THE PUBLIC:**

Steve Shumaker resides at 7446 Country Meadow, suggested instead of having multiple rate increases on the utilities just double the rate to prevent having as many increases.

Dennis Cramer resides at 5299 Worchester Drive, commented he thought the whole object of the KWA was to service three counties as a consortium independent of Detroit Water Authority.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath remarked they couldn't asked for a nicer group of people on SOS committee.

Councilmember Hicks thanked Sharon Shumaker for the donation to the park.

Councilmember Gilbert commented on the light pole on Fortino Drive.

Councilmember Pinkston mentioned that he couldn't have been happier with the crew they had on the SOS committee. He wanted to thank them all.

Mayor Pro Tem Abrams also commented about the light pole. He commented on the article in the view in regards to the milage.

Mayor Krueger wanted to thank everyone on the SOS committee and the passing of the milage will be a positive thing for the city.

**Adjournment**

**Resolution No. 160509-16**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Florence

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:57 pm.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Eskew, City Clerk**



**GENESEE COUNTY ROAD COMMISSION  
PURCHASING OFFICE**

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May 3, 2016

City of Swartz Creek  
8083 Civic Dr  
Swartz Creek, MI 48473

Subject: **2016-2017 - Winter Season—Item #32--Bulk Rock Salt**

Mr. Tom Svrcek:

This correspondence is to inform you that the Genesee County Road Commission Board of Commissioners approved the 2016-2017 Winter Season—Bulk Rock Salt Bid to the following company:

**Detroit Salt Company**  
12841 Sanders Street  
Detroit, MI 48217  
Phone #(313) 841-5144

Due to the partnering/business relationship with the Genesee County Road Commission and the agencies that piggyback from our contract, Detroit Salt Company/CEO and the GCRC Purchasing negotiated the unit price of \$59.33 ton for the 2016-2017 Budget Year.

Each agency that is cooperatively purchasing from our salt bid will be responsible for ordering their salt separately. Salt will be ordered on an as needed basis.

Your projected usage of Salt for the 2016-2017 Winter Season was **1,000 tons**.

Please understand that this was a negotiated pricing. We cannot guarantee that this unit price will be the same again next year.

I would like to reiterate that you will be dealing directly with the vendor for ordering and invoicing of your salt.

Enclosed you will find copies of all necessary papers to proceed with your order.

If you have any questions, please contact Joyce McClane in the Purchasing Office at (810) 767-4920, ext. #282 or email: [jmccclane@gcrc.org](mailto:jmccclane@gcrc.org)

Sincerely,  
GENESEE COUNTY ROAD COMMISSION

A handwritten signature in black ink that reads "Joyce McClane". The signature is written in a cursive style.

**Joyce McClane**  
Purchasing Manager

## Proposed Rates and Examples (Metered Accounts)

Water revenue sources	Required	In place	Difference	Customers	Units	Consumption	Per Unit Charge	Charge per ccf
Ready to serve fees	619,832	165,607	-454,225	2,217	-	22,107,303	\$51.22	-
Commodity fees	1,578,949	15,350	-1,563,599		-	22,107,303	-	\$7.0728

Total                      2,198,781    180,957    -2,017,824

Sewer revenue sources	Required	In place	Difference	Customers	Units	Consumption	Per Unit Charge	Charge per ccf
Ready to serve fees	791,632	7,230	-784,402	5,781,378	3,735	22,347,692	\$52.50	-
Commodity fees	487,221	9,000	-478,221	5,781,378	3,735	22,347,692	-	\$2.1399

Total                      1,278,852    16,230    -1,262,622

### Sample Water Bills

Usage (cubic feet)	Monthly	Quarterly	Yearly
0	\$17.07	\$51.22	\$204.88
500	\$28.86	\$86.58	\$346.34
1000	\$40.65	\$121.95	\$487.79
1500	\$52.44	\$157.31	\$629.25
2000	\$64.23	\$192.68	\$770.70
2500	\$76.01	\$228.04	\$912.16
3000	\$87.80	\$263.40	\$1,053.62

This is one of many sheets used to calculate rates based upon budgetary needs, number of customers (units for sewer), anticipated consumption, and expense apportionment.

### Sample Sewer Bills

Usage (cubic feet)	Monthly	Quarterly	Yearly
0	\$17.50	\$52.50	\$210.01
500	\$21.07	\$63.20	\$252.81
1000	\$24.63	\$73.90	\$295.61
1500	\$28.20	\$84.60	\$338.41
2000	\$31.77	\$95.30	\$381.21
2500	\$35.33	\$106.00	\$424.00
3000	\$38.90	\$116.70	\$466.80

### Total Utility Bills

Monthly	Quarterly	Yearly
\$34.57	\$103.72	\$414.90
\$49.93	\$149.79	\$599.15
\$65.28	\$195.85	\$783.40
\$80.64	\$241.91	\$967.66
\$95.99	\$287.98	\$1,151.91
\$111.35	\$334.04	\$1,336.16
\$126.70	\$380.10	\$1,520.42

## Proposed Rates and Examples (Non-metered Accounts)

Sewer revenue sources	Required	In place	Difference	Customers	Units	Consumption	Per Unit Charge	Charge per ccf
Ready to serve fees	502,755	6,680	-496,075	5,781,378	3,735	22,107,303	<b>\$33.20</b>	-
Commodity fees	145,803	9,550	-136,253	5,781,378	3,735	22,107,303	<b>\$9.12</b>	-
Non-meter County Fee							<b>\$82.29</b>	-
<u>Total</u>	<u>648,558</u>	<u>16,230</u>	<u>-632,328</u>				<b>\$124.61</b>	

This is the unit rate for sewer in which a water meter is not available to measure consumption.

**Verizon Lease Offer**

**THE FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Swartz Creek, a Michigan municipal corporation** ("**Landlord**") and **New Par d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

**RECITALS**

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

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated June 19, 1997 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

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

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

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

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

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Forty Thousand and 00/100 Dollars (\$40,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before June 3, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

**Cash Payment**

2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on June 19, 1997. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the commencement of the

**30 Year Extension**

ATC Site No: 412754  
VZW Site No: 139535  
Site Name: Swartz Creek MI SQA  
May 23, 2016

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

← **Status quo rent**

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rental payment under the Lease is currently and shall remain **Nineteen Thousand Six Hundred Ninety Eight and 96/100 Dollars (\$19,698.96) per year** (the "**Rent**"). Commencing on June 19, 2017 and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to twenty percent (20%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF SWARTZ CREEK MI**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
4. **Revenue Share.** Section 31(f) of the Lease shall remain in full force and effect, and shall be subject to the increases and escalations described in Section 3 above.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or

ATC Site No: 412754

VZW Site No: 139535

Site Name: Swartz Creek MI SQA

May 23, 2016

indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 8083 Civic Drive, Swartz Creek, MI 48473; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgage**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties hereby agree that Section 9 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real

ATC Site No: 412754

VZW Site No: 139535

Site Name: Swartz Creek MI SQA

May 23, 2016

property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURE PAGES TO FOLLOW]

**LANDLORD:**

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**New Par d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

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

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

Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 855.00 feet along the west line of said Section 31 (also being the centerline of Elms Rd.) to the POINT OF BEGINNING:

thence S 88° 54' 00" E 122.58 feet;  
thence S 16° 46' 00" W 255.51 feet;  
thence N 88° 54' 00" W 50.00 feet to a point of the west line of said Section 31;  
thence N 00° 16' 00" E 246.04 feet to the POINT OF BEGINNING, being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 21,229 sq. ft. or 0.487 acres of land more or less, subject to the public use of the westerly 50.00 feet thereof for Elms Road, and subject to easements or restrictions of record, if any.

**LEASED PREMISES**

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

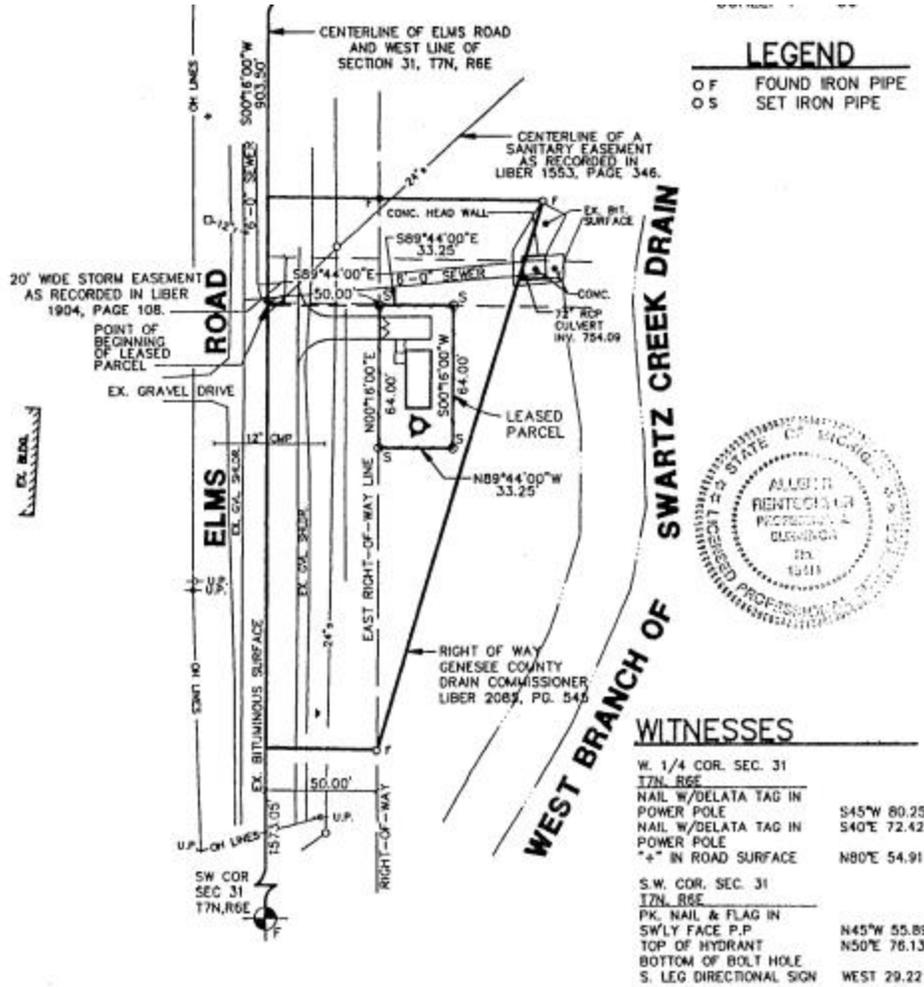
The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the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

Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 903.50 feet along the west line of said Section 31 and the centerline of Elms Road, thence S 89° 44' 00" E 50.00 feet to the east right of way line of Elms Road and to the POINT OF BEGINNING:

thence S 89° 44' 00" E 33.25 feet;  
thence S 00° 16' 00" W 64.00 feet;  
thence N 89° 44' 00" W 33.25 feet;  
thence N 00° 16' 00" E 64.00 feet along the east right of way line of Elms Road and to the POINT OF BEGINNING, being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 2128 sq. ft. or 0.049 acres of land more or less, and subject to easements and restrictions of record, if any.

**EXHIBIT A (continued)**  
**ACCESS AND UTILITIES**

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



SURVEY OF A 0.049 ACRE PARCEL OF LAND  
 LOCATED IN THE S.W. 1/4 OF SECTION 31, T7N, R6E,  
 CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN

# **EXHIBIT B**

## **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801

Attn: Land Management/Samantha A. O'Malley, Esq.

ATC Site No: 412754

ATC Site Name: Swartz Creek MI SQA

Assessor's Parcel No(s): \_\_\_\_\_

State of Michigan

County of Genesee

---

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between **City of Swartz Creek, a Michigan municipal corporation** ("**Landlord**") and **New Par d/b/a Verizon Wireless** ("**Tenant**").

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

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated June 19, 1997 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A** attached hereto and by this reference made a part hereof.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 18, 2052. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 8083 Civic Drive, Swartz Creek, MI 48473, To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

**LANDLORD**

**2 WITNESSES**

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**LANDLORD**

**2 WITNESSES**

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_  
the undersigned Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed  
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity  
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESS**

**New Par d/b/a Verizon Wireless**

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

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

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

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

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thence S 88° 54' 00" E 122.58 feet;  
thence S 16° 46' 00" W 255.51 feet;  
thence N 88° 54' 00" W 50.00 feet to a point of the west line of said Section 31;  
thence N 00° 16' 00" E 246.04 feet to the POINT OF BEGINNING, being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 21,229 sq. ft. or 0.487 acres of land more or less, subject to the public use of the westerly 50.00 feet thereof for Elms Road, and subject to easements or restrictions of record, if any.

**LEASED PREMISES**

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

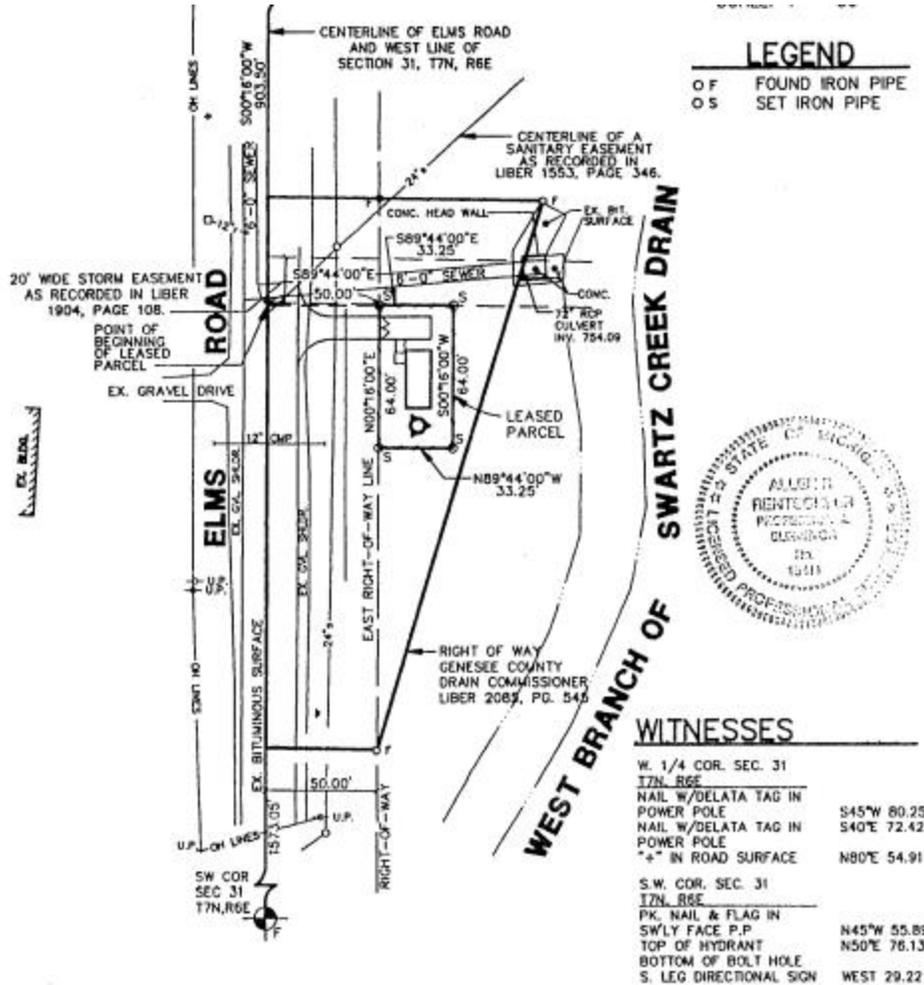
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Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 903.50 feet along the west line of said Section 31 and the centerline of Elms Road, thence S 89° 44' 00" E 50.00 feet to the east right of way line of Elms Road and to the POINT OF BEGINNING:

thence S 89° 44' 00" E 33.25 feet;  
thence S 00° 16' 00" W 64.00 feet;  
thence N 89° 44' 00" W 33.25 feet;  
thence N 00° 16' 00" E 64.00 feet along the east right of way line of Elms Road and to the POINT OF BEGINNING, being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 2128 sq. ft. or 0.049 acres of land more or less, and subject to easements and restrictions of record, if any.

**EXHIBIT A (continued)**  
**ACCESS AND UTILITIES**

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



SURVEY OF A 0.049 ACRE PARCEL OF LAND  
 LOCATED IN THE S.W. 1/4 OF SECTION 31, T7N, R6E,  
 CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN

## Instructions for completing the Resolution and Consent Affidavit

### *\*IMPORTANT INFORMATION BELOW\**

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

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Samantha A. O'Malley, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): \_\_\_\_\_

---

**RESOLUTION AND CONSENT AFFIDAVIT**

**City of Swartz Creek, a Michigan municipal corporation, a \_\_\_\_\_**

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

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to New Par d/b/a Verizon Wireless (the "**Tenant**") pursuant to that certain Lease Agreement originally dated June 19, 1997 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located,

ATC Site No: 412754  
VZW Site No: 139535  
Site Name: Swartz Creek MI SQA  
May 23, 2016



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

**AFFIANT NO. 1**

**WITNESS**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT, effective as of the 19th day of June, 1997, by and between the CITY OF SWARTZ CREEK, a Michigan municipal corporation, having an office at 5037 First Street, Swartz Creek, Michigan 48473-1498 (hereinafter called "Lessor"), and NEW PAR, a Delaware partnership, d/b/a AirTouch Cellular, having an office at 26935 Northwestern Highway, Suite 100, Southfield, Michigan 48034 (hereinafter called "Lessee").**

**RECITALS**

**A. Lessor is the owner in fee simple of a parcel of land located in the City of Swartz Creek, County of Genesee, Michigan and described on Exhibit "A" attached hereto ("Owned Premises").**

**B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a certain portion of the Owned Premises.**

**NOW THEREFORE, for and in consideration of the mutual promises, covenants and understandings set forth hereinbelow, Lessor and Lessee hereby agree and contract as follows:**

**1. Description of the Leasehold.**

**Lessor hereby leases to Lessee and Lessee leases from Lessor the following:**

**(a) The part of the Owned Premises as is described on Exhibit "B" attached hereto ("Leased Premises"). The balance of the Owned Premises (less the Leased Premises) shall hereinafter be referred to as "Lessor's Premises".**

**(b) Together with a right of (i) access for vehicular and pedestrian ingress and egress to the Leased Premises, over such portions of Lessor's Premises as mutually agreed to by the parties and depicted on Exhibit "C" attached hereto, which such license or permission shall remain in evocable during all periods that this Lease is in effect; (ii) parking of not more than three vehicles on that portion of the Owned Premises as designated by Lessor from time to time; and (iii) non-exclusive easement(s) for utility access as is required by any telephone or electric utility company that is mutually agreed to by the parties, which consent shall not be unreasonably withheld. Such easement(s) to be maintained by Lessee at its cost unless same are used by Lessor or others with Lessor's permission in which case same shall be maintained by Lessor at Lessor's cost. However, at all times the utility extensions installed by Lessee thereon shall be maintained by**

Lessee. Following the installation of said utilities, neither party shall do any act or allow same to be done that would interfere with or disturb the other's use of said easement(s).

**2. Permitted Uses.**

(a) The Leased Premises may be used for any purpose consistent with telecommunications services such as, but not limited to, commercial mobile services, wireless services and common carrier wireless exchange access services so long as such operation (i) is conducted in a lawful manner in accordance with the standards imposed by the Federal Communications Commission and any other body with authority over such transmissions and operations, and (ii) is conducted in accordance with all applicable state and local laws, rules, regulations and ordinances. Lessee's use may include, among other things, the construction, maintenance, use, repair, and replacement of a 150 foot tall monopole and the construction, maintenance, use, repair and replacement of an equipment shelter.

(b) From this date forth, Lessor hereby agrees not to lease any space on Lessor's Premises to any tenant who broadcasts on a radio frequency which will interfere with Lessee's use of the Leased Premises as a cellular radio telecommunications cell site. Lessor shall also not lease to any other cellular telecommunications company for a telecommunications cell site.

(c) Lessee shall not install any signs on the Leased Premises without Lessor's consent, which consent shall not be unreasonably withheld or delayed.

**3. Term.**

The initial term of this Lease shall commence on the date first written above and shall be for a consecutive period of ten (10) years, with three (3) additional renewal periods of five (5) years each. Said renewal periods shall commence automatically without further action on the part of Lessor or Lessee, provided, however, Lessee may elect not to renew this Lease at the expiration of the initial Lease term or any renewal term by giving Lessor not less than ninety (90) days written notice thereof prior to such expiration date.

**4. Rent.**

(a) Base Rent.

Lessee shall pay to Lessor as rent during the initial term the following amounts, due on the date first written above and on each subsequent annual anniversary date of this Lease:

Years 1 - 5	\$11,400.00	per annum
Years 6 - 10	\$13,680.00	per annum

6/18/97 81343.V7 Site No. 322

(b) Subsequent rent for renewal periods.

First renewal	Years 11 - 15	\$16,416.00	per annum
Second renewal	Years 16 - 20	\$19,699.00	per annum
Third renewal	Years 21 - 25	\$23,639.00	per annum

All payments shall be made by check mailed or delivered to Lessor at the above address, or such other place as Lessor may from time to time notify Lessee.

5. Improvements by Lessee.

(a) Lessee may install all the improvements provided for in Section 2(a) and any auxiliary improvements related thereto, all of which shall be installed as depicted on and in accordance with a site plan submitted to and approved by the City of Swartz Creek and attached hereto as Exhibit D.

(b) All construction shall be in conformity with applicable government requirements, including, Federal Aviation Administration, and Federal Communications Commission specifications. At all times while this Lease is in effect, Lessee shall be responsible for any and all damage to Lessor's Premises caused by Lessee's actions.

6. Maintenance of Premises and Surrounding Areas.

Lessee at its own expense shall maintain the Leased Premises and all improvements made by Lessee thereon in accordance with sound engineering standards to assure that at all times the same are in conformance with the requirements of the Federal Communications Commission and all governmental bodies having jurisdiction. Lessee at its own expense shall keep the Leased Premises in good condition and repair and at the termination of this Lease, shall surrender possession of the Leased Premises to Lessor in as good condition as the same was received at the commencement of the Lease, reasonable wear and tear excepted.

Lessor at its own expense shall maintain Lessor's Premises and all improvements thereon, if any, including but not limited to, lighting, drives and parking area, in good condition during the term and all renewals of the Lease.

7. Permits - FCC Approval.

Lessee shall obtain solely at its own expense any and all licenses or permits in connection with the installation, repair, alteration or replacement of the improvements or with Lessee's activities on the Leased Premises, and shall abide by the terms and provisions of such licenses and permits.

In the event of failure or refusal of the Federal Communications Commission ("FCC") to approve the application of Lessee as a cellular telephone station site, this Lease shall thereupon automatically terminate, and be of no further force or effect.

**8. Access to Leased Premises.**

During the term of this Lease, Lessee and its authorized representatives and contractors shall have unencumbered twenty-four hour access as needed to the Leased Premises. Lessor shall not damage or interfere with said access or the use of the Leased Premises.

Lessor and its agents shall have the right to enter upon the Leased Premises at reasonable times to examine and inspect the Leased Premises; provided, however, Lessor must provide Lessee forty eight (48) hours prior notice of such inspection and Lessor must be accompanied at all times on the Leased Premises by a representative of AirTouch Cellular. In the event of a bona fide emergency, however, Lessor may enter the Leased Premises without providing said notice and without accompaniment by said representative; provided, however, Lessor shall provide Lessee notice of any such emergency inspection within twenty four (24) hours of any such inspection.

**9. Taxes.**

Lessor agrees to request that all taxing authorities separately assess all improvements and send subsequent bills to Lessee. Lessee shall be entitled, at its sole cost and expense, to contest any such tax assessment. Lessor shall be responsible for all other taxes and assessments attributable to the Owned Premises. Notwithstanding the foregoing, Lessee shall not be responsible for the payment of any real property taxes or assessments with respect to all or any part of the Owned Premises if Lessor would otherwise not be obligated therefor.

**10. Electrical Power and Utilities.**

Electrical power and utilities for use by Lessee at the Leased Premises shall be separately metered for Lessee's account at Lessee's expense. Lessee shall be responsible for the timely payment of all charges for the electrical power metered to Lessee, and Lessee shall indemnify and hold Lessor wholly harmless from any such charges.

**11. Indemnification and Insurance.**

Lessee agrees to defend, indemnify and save Lessor, its licensees, servants, agents, employees and contractors harmless from and against any and all loss, damage, claim of damage, judgment, liability or expense (including reasonable attorney fees, interest, court costs and amounts paid in settlement of claims) in connection with claims resulting from bodily injury or death of any person or property damage to any property sustained by any person, including Lessor and Lessee, arising directly or indirectly from or predicated upon Lessee's operations at the Leased Premises,

including any use by the Lessee of the Owned Premises, including, but not limited to Lessee's installation, construction, maintenance, and removal of Lessee's improvements. Lessee further agrees to keep in full force and effect during the term of this Lease a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least One Million and 00/100 (\$1,000,000.00) Dollars in respect of bodily injury, including death, arising from any one occurrence, and One Million and 00/100 (\$1,000,000.00) Dollars in respect of damage to property arising from any one occurrence. Said insurance policy shall be endorsed to include Lessor as an additional named insured and shall provide that Lessor shall receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. Lessee shall provide Lessor a certificate of insurance as evidence of the above insurance. This requirement may be met by Lessee maintaining a blanket system wide policy.

## 12. Removal Upon Termination.

(a) Upon the expiration or termination of this Lease, Lessee agrees to remove or cause to be removed from the Leased Premises within one hundred eighty (180) days following such expiration or termination all improvements, such removal to be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises. If, however, Lessee requests permission not to remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor, and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

(b) Upon removal of the improvements (or portions thereof) as provided above, Lessee shall restore the affected area of the Leased Premises to the reasonable satisfaction of Lessor.

(c) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to subparagraphs (a) and (b) above shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

## 13. Assignment.

Lessee shall not assign this Lease without the prior written consent of Lessor which consent Lessor agrees shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Lessee shall have the right to assign or transfer this Lease to its parent entity, if any, or any of its constituent partners, partners, related entities, subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase or public offering. Such assignment or transfer of the Lease shall not constitute an unauthorized assignment or transfer of this Lease and shall not require the consent of Lessor. In the event of such assignment, Lessee shall remain liable under this Lease, and the assignee must agree to assume the obligations hereunder by written documentation reasonably acceptable to counsel for Lessor. In the event of any such assignment, Lessee understands that it shall not be released from its obligations under this Lease.



**Notice by Lessee to Lessor:**

**To: City Clerk  
City of Swartz Creek  
5037 First Street  
Swartz Creek, Michigan 48473-1498**

**With a copy to:**

**Mr. Richard J. Figura  
Simen, Figura & Parker, P.L.C.  
2300 Austin Parkway  
Suite 140  
Flint, Michigan 48507-1363**

**16. Indemnification.**

Lessor at its expense will defend, indemnify and save Lessee, its licensees, servants, agents, employees and contractors, harmless from and against any loss, damage, claim of damage, liability or expense (including reasonable attorney fees, interest, court costs and amounts paid in settlement of claims) to or from any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the condition of or events occurring on the Owned Premises prior to the date of this Lease (unless, and to the extent, such loss, damage, claim of damage, liability or expense is directly or indirectly attributable to the acts or omissions of the Lessee) and the acts or omissions of Lessor, its licensees, servants, agents, employees or contractors on the Owned Premises during the term of this Lease.

**17. Estoppel.**

At any time and from time to time but not less than ten (10) days prior request by Lessor, Lessee shall promptly execute, acknowledge and deliver to Lessor, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by any prospective purchaser, mortgagee and beneficiary under any deed of trust of the Leased Premises or any part thereof.

**18. Subordination.**

Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Lessor's interest in the Leased Premises, provided Lessee receives a non-disturbance agreement in a commercially reasonable form from such mortgagee; and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument or instruments within ten (10) days of demand for same by Lessor, unless Lessee reasonably and with good cause, specified in writing to Lessor, objects to such subordination within said ten (10) day period.

**19. Mechanic's Liens.**

Any mechanic's lien filed against the Leased Premises for work claimed to have been done or materials claimed to have been furnished to Lessee shall be discharged by Lessee within ten (10) days thereafter. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Lessor shall be deemed the equivalent of a discharge of any such lien. Should any action, suit or proceeding be brought upon any such lien for the enforcement or foreclosure of same, Lessee shall defend Lessor therein, and pay any damages and satisfy and discharge any judgment entered therein against Lessor.

**20. Governing Law.**

This Lease shall be governed by and construed under the laws of the State of Michigan.

**21. Conformance to Law - Non-Waiver.**

This Lease is made subject to all federal, state and municipal laws and regulations now or hereafter in force, and shall not be modified, or extended except by an instrument duly signed by Lessor and Lessee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Lease.

**22. Invalidity - Severable.**

If any provision of this Lease shall to any extent be finally found by the Federal Communications Commission or a court of competent jurisdiction to be invalid or unenforceable, the validity and the enforceability of the remainder of this Lease and each of the other provisions hereof shall not be affected or impaired thereby.

**23. Quiet Enjoyment.**

So long as Lessee shall timely pay the rent and perform and comply with its covenants and conditions herein set forth, Lessee shall have peaceful possession and quiet enjoyment of the Leased Premises for the term of the Lease without hindrance on the part of Lessor, not inconsistent with the provisions contained hereinabove

**24. Complete Agreement/Modification.**

This Lease represents the entire agreement between Lessor and Lessee regarding all issues incident to Lessee's tenancy. There are no oral agreements between Lessor and Lessee affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Lessor and Lessee other than those contained in this Lease, nor are there any issues related in any manner to Lessee's tenancy not discussed in a provision therefor contained in this Lease. No alteration, amendment, change, and/or modification of this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed by both Lessor and Lessee.

**25. Title Insurance Policy.**

Lessee shall obtain a commitment for a lessee's policy of title insurance covering the Leased Premises, issued by First American Title Insurance Company of Mid-America in an amount determined by Lessee. If Lessor's title, as evidenced by such commitment, is unacceptable to Lessee for any reason whatever, and Lessee so notifies Lessor in writing within 20 days from Lessee's receipt of such commitment, Lessor shall have 10 days from the date it is notified in writing of the particular defects claimed or other objections to remedy such defects or objections. If such defects or objections are not remedied or removed within such 10 day period, Lessee thereafter may at its option (i) waive the defects or objections, or (ii) terminate this Lease by notice to Lessor and receive a refund of rent paid beyond the termination date. Lessee shall pay the premium for the policy to be issued pursuant to the title commitment. Lessor shall not commit any act or fail to act in any manner which would have any adverse effect on Lessor's title to the Leased Premises (as determined by Lessee in its sole discretion) after the effective date of such title policy.

**26. Representations of Lessor.**

(a) Lessor represents, warrants and covenants to Lessee as follows:

(i) Lessor is currently the fee simple owner of the Owned Premises, and is not aware of any encumbrances against the Owned Premises other than as disclosed in the commitment of title insurance described in Section 25, above, that will impact Lessee's intended use of the Leased Premises, and Lessor will use its best efforts to obtain all requisite consents to the Lease from any mortgagee of the Owned Premises.

(ii) The Owned Premises has available to it all utilities, rights-of-way, rights of access and egress and easements as are necessary for the use of the Leased Premises as contemplated by Lessee, however, neither sanitary sewer nor city water are available at the Owned Premises.

(iii) No actions, suits, claims or proceedings have been instituted or threatened against or affecting the Owned Premises at law or in equity or before any federal, state or municipal governmental department or agency or instrumentality thereof.

(iv) Lessor has duly and validly authorized and executed this Lease. Lessor has obtained all necessary consents to the transaction contemplated hereby. Neither the execution and delivery of this Lease nor its performance are restricted by or violate any contractual or other obligation of Lessor.

(v) Lessor is not a "foreign person" as that term is defined in Section 1445 of the United States Internal Revenue Code of 1954, as amended.

(vi) Lessor has received no notice of taking, condemnation or assessment, actual or proposed, with respect to the Owned Premises, and Lessor has no reason to believe that any such taking, condemnation or assessment has been proposed or is under consideration.

(vii) Upon execution and delivery, this Lease shall be a valid and binding agreement, enforceable against Lessor in accordance with its terms subject only to customary exceptions for creditor's rights and equitable principles.

(viii) Lessor, to the best of its knowledge, is in compliance with all laws, ordinances and regulations of the city, county, state or federal governments applicable to the Owned Premises.

(ix) Lessor has received no written notice of any planned change in the zoning applicable to the Owned Premises. Lessor further represents, warrants and covenants that no zoning approvals shall be required to be obtained from Lessor in connection with the installation of any of Lessee's improvements on the Leased Premises or Lessee's use thereof pursuant to this Lease, nor shall such improvements or use be prohibited or affected in any way by any change in the zoning classification of the Owned Premises and/or any change in the Zoning Ordinance of the City of Swartz Creek.

(x) The operation of the Leased Premises does not violate any contract or agreement binding on Lessor or the Owned Premises.

(xi) Lessor knows of no latent defects in the condition of the Owned Premises that would adversely affect the operation of the Leased Premises as contemplated by Lessee.

(xi) Lessor represents and warrants that it has not directed, ordered, procured or otherwise undertaken any environmental investigation or assessment of the Owned Premises. Lessor further represents and warrants that, to the best of its knowledge, no toxic or hazardous substances or wastes, including without limitation any substance defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq, as amended), or any federal, state or local environmental law, ordinance, rule or regulation (collectively "Hazardous Materials") have ever been used, stored, released, spilled, discharged or otherwise disposed of on, in, under or otherwise affecting the Owned Premises. Lessor has not received and has no knowledge of the receipt by any other party of any notice from any applicable governmental entity of the potential or actual existence of any Hazardous Materials on, in, under or otherwise affecting the Owned Premises.

(b) The warranties set forth in this Lease shall survive the execution of this Lease.

(c) In the event of Lessor's breach of any of the forgoing representations, warranties and/or covenants, or if any of the foregoing should at any time prove untrue, Lessee may, after giving Lessor sixty (60) days prior written notice, terminate this Lease without further liability; provided, however, Lessor has not cured such breach to Lessee's sole satisfaction within said sixty (60) day period. However, in the event of Lessor's breach of Section 26(a)(ix) above, Lessee shall be entitled to specific performance.

#### 27. Hazardous Substance Indemnification.

Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises or the Owned Premises any hazardous substance, in violation of environmental laws. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance by Lessee and any damage, loss, expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. As used in this Section, the term "hazardous substance" shall be as defined in Section 26(a)(xii) above.

#### 28. Headings.

The headings used herein have been used for the convenience of the parties and are not to be used in construing this agreement.

#### 29. Beneficiaries.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to any provisions of this Lease to the contrary.

**30. State or Federal Environmental Enforcement Action.**

Lessee may terminate the Lease if any local, state or federal agency threatens or commences environmental remediation or an enforcement action with respect to the Leased Premises or Owned Premises. Lessor must provide immediate written notice of any such action to Lessee.

**31. Colocation**

(a) Lessee shall cause the monopole described in Section 2(a) above ("Monopole") to be designed and constructed so as to support a minimum of two (2) antennae platforms; one for use by AirTouch Cellular and the other for use by Provider(s) (as defined below) in accordance with this Section; provided, however, any and all antennae maintained by any Provider pursuant to this Section shall be prior approved by Lessee as to size, manner of attachment, location, style, frequency, and other considerations as reasonably determined by Lessee, in Lessee's sole discretion.

(b) Lessee hereby agrees to reasonably cooperate with other providers of wireless communication services ("Providers") with locating their antennae on the Monopole ("Colocation"); provided, however, any proposed Colocation shall be subject to certain feasibility considerations including, but not limited to, technological, financial, legal and site considerations, as determined by Lessee, in Lessee's sole discretion.

(c) Any such Provider shall be responsible for leasing land from the City of Swartz Creek, or other party, for the location of its own equipment shelter, as well as for all other costs to enable that Provider to locate on the Monopole.

(d) Lessor at all times shall be permitted to maintain, rent free, one (1) antenna on the Monopole; provided, however, Lessor's right to do so shall terminate at such time as one (1) Provider, other than Lessor, has entered into an agreement to use the Monopole and, in turn, become entitled to use the Monopole prior to the time Lessor's antenna is installed on the Monopole.

(e) Any and all antenna(e) maintained by Lessor on the Monopole under subsection (d), above, shall be prior approved by Lessee as to size, manner of attachment, location, style, frequency, and other considerations as reasonably determined by Lessee so as to minimize interference and interruption of Lessee's operations on the Monopole as well as the operations of any Provider entitled to use the Monopole.

(f) Lessee may lease space on the Monopole to any Provider without Lessor's prior approval. In such event, Lessee agrees to insert in any sublease agreement for the Monopole a requirement that the Provider leasing space on the Monopole remit Three Hundred Fifty Dollars (\$350.00) per month to Lessor during the term of any such lease subject to periodic upward adjustment in the same percentage and at the same intervals as provided in Section 4, above.



WITNESSES:

LESSEE:

NEW PAR, a Delaware partnership,  
d/b/a AirTouch Cellular

Lisa Weisheimer  
LISA WEISHEIMER

Verona Waddell  
Verona Waddell

By: [Signature]  
Gregory J. Sabo  
Its: Vice President Network Service

Tax I.D.# \_\_\_\_\_

STATE OF Ohio )  
                                  ) ss.  
COUNTY OF Franklin

On this 9 day of June, 1997, before me a Notary Public in and for said County personally appeared Greg Sabo, being the Vice President of New Par, a Delaware partnership, d/b/a AirTouch Cellular, on behalf of said partnership.

Lisa K. Weisheimer

Notary Public,  
Franklin County, Ohio  
My commission expires: 12/6/99



NOTARY PUBLIC  
STATE OF OHIO  
COMMISSION EXPIRES: Dec 6/99

**EXHIBIT A**

**(LEGAL DESCRIPTION OF OWNED PREMISES)**

Land in the City of Swartz Creek, County of Genesee, State of Michigan, described as:

Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 855.00 feet along the west line of said Section 31 (also being the centerline of Elms Rd.) to the POINT OF BEGINNING:

thence S 88° 54' 00" E 122.58 feet;

thence S 16° 46' 00" W 255.51 feet;

thence N 88° 54' 00" W 50.00 feet to a point of the west line of said Section 31;

thence N 00° 16' 00" E 246.04 feet to the POINT OF BEGINNING, being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 21,229 sq. ft. or 0.487 acres of land more or less, subject to the public use of the westerly 50.00 feet thereof for Elms Road, and subject to easements or restrictions of record, if any.

**EXHIBIT B**

**(LEGAL DESCRIPTION OF LEASED PREMISES)**

Land in the City of Swartz Creek, County of Genesee, State of Michigan, described as:  
Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 903.50 feet along the west line of said Section 31 and the centerline of Elms Road, thence S 89° 44' 00" E 50.00 feet to the east right of way line of Elms Road and to the POINT OF BEGINNING:

thence S 89° 44' 00" E 33.25 feet;  
thence S 00° 16' 00" W 64.00 feet;  
thence N 89° 44' 00" W 33.25 feet;  
thence N 00° 16' 00" E 64.00 feet along the east right of way line of Elms Road and to the POINT OF BEGINNING,  
being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 2128 sq. ft. or 0.049 acres of land more or less, and subject to easements and restrictions of record, if any.

B-1



**TELECOMMUNICATIONS FACILITY  
COLLOCATION AND LANDLORD/AWS AGREEMENT**

This Agreement entered into on the 27th day of March 2000, between the CITY OF SWARTZ CREEK, having a principal place of business at 5037 First Street, Swartz Creek, MI 48473-1798 (hereinafter the "City") and AT&T WIRELESS PCS LLC, by and through its manager, AT&T Wireless Services, Inc. d/b/a AT&T Wireless Services, having a place of business at 26877 Northwestern Highway, Suite 350, Southfield, MI 48034 (hereinafter "AWS").

WHEREAS, the City entered into a lease agreement (the "Lease") with New Par, a Delaware partnership, d/b/a Airtouch Cellular, (Airtouch) dated June 19, 1997 for a tower facility located at 4355 Elms Road in the City of Swartz Creek, which is attached hereto as Exhibit A.

WHEREAS, AWS wishes to collocate on the monopole being leased by Airtouch and sublease ground space wholly within the existing Airtouch lease parcel.

WHEREAS, AWS has obtained permission from Airtouch to collocate on the existing monopole and to sublease a portion of the ground space existing within the Airtouch lease parcel (see Exhibit "B" attached hereto), pursuant to this Agreement.

WHEREAS the City and AWS have negotiated and reached agreement on the terms under which the City will agree to AWS' collocation on the monopole and sublease of ground space within the existing Airtouch lease parcel.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. AWS may collocate on the existing monopole, and sublease a portion of the ground space located within the existing Airtouch lease parcel, subject to the provisions of the Lease and this Agreement;
2. AWS will pay the sum of Eight Hundred Fifty Dollars (\$850.00) per month to the City so long as AWS shall occupy the facility, with increases of twenty percent (20%) at each renewal term of the Airtouch lease. The first payment from AWS will occur within fifteen (15) days of the date AWS commences construction on the monopole and shall be prorated for any partial month.
3. AWS may assign or sublet all or any part of this Agreement, and all or any rights, benefits, liabilities and obligations hereunder, to (i) any person or business entity which is a parent, subsidiary or affiliate of AWS; (ii) any person or business entity that controls or is controlled by or under common control with AWS; (iii) any person or business entity that is merged or consolidated with AWS or purchases a majority or controlling interest in the ownership or assets of AWS; or (iv) Upon notification to Landlord by AWS of any such action, AWS will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment or sublease. AWS may not otherwise assign or sublet this Agreement without Landlord's or Airtouch's written consent.
4. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties at the addresses set forth above (as to

AWS, Attn.: System Development Manager; with a copy to AT&T Wireless Services, 26877 Northwestern Highway, Suite 350, Southfield, MI 48034, Attn: Property Management; with a copy to AT&T Wireless Services, 15 E. Midland Avenue, Paramus, NJ 07652 Attn.: Legal Department). Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

- 5. This Agreement and the exhibits attached hereto constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as the date setforth above.

WITNESSES:

*Korene D. Kelly*

Print Name: KORENE D. KELLY

*Shirley A. Jorg*

Print Name: Shirley A. Jorg

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

LANDLORD

City of Swartz Creek, a Michigan Municipal Corporation

Tod B. Mowery

By: Tod B. Mowery  
Its: City Manager

Date: 4/4/2000

AWS

AT&T WIRELESS PCS, LLC., by  
AT&T Wireless Services, Inc., its manager

\_\_\_\_\_  
By: Anthony Amine  
Its: System Development Manager

NOTARY

STATE OF MICHIGAN §  
COUNTY OF OAKLAND §

On the \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me personally appeared Anthony Amine, and acknowledged under oath that he is the System Development Manager of AT&T Wireless Services, Inc., the Delaware corporation that executed the within and foregoing instrument (the "Corporation"), and acknowledged the said instrument to be the free and voluntary act and deed of the Corporation as manager for AT&T Wireless PCS, LLC, a Delaware corporation ("AT&T PCS"), for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Corporation as manager for AT&T PCS.

Notary Public: \_\_\_\_\_

Printed Name of Notary: \_\_\_\_\_

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss:  
COUNTY OF GENESEE )

I CERTIFY that on April 4, 2000, Tod B. Mowery [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the City Manager of the City of Swartz Creek, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: Marla D. Martin

Print Name: Marla D. Martin

Genesee County, Michigan

My Commission Expires: 12-08-2002

DRAFTED BY AND AFTER RECORDING,  
PLEASE RETURN TO:  
AT&T Wireless Services - Property Manager  
26877 Northwestern Highway  
Suite 350  
Southfield, Michigan 48034

Cell Site: 4029



**REQUEST FOR BIDS  
GAS STATION DEMOLITION  
CITY OF SWARTZ CREEK  
MAY 2016**

**Overview**

The City of Swartz Creek, Michigan is seeking proposals for the demolition of a gas station, including canopy, and removal/disposal of underground tanks and contents, located in the city. Work is expected to be completed in the summer of 2016.

Swartz Creek is located approximately 7 miles west of downtown Flint, Michigan, near the western edge of Genesee County. The structure is on a corner lot with access to Miller Road (an arterial street) within one mile to I-69.

Qualification Requirements

Bids are solicited only from responsible bidders known to be experienced and regularly engaged in work of similar character and scope to that covered in this Request for Bids (“RFB”). Satisfactory evidence that the bidder has the necessary capital, equipment, licensing, insurance, training, certification and personnel to do the work is required.

Bid Form

Sealed bids must be submitted on the bid forms furnished by the city. All bids must be filled out in ink or type written and shall be legally signed with the complete address of the bidder given thereon. All bids must be sealed and labeled "DEMOLITION OF GAS STATION STRUCTURES/TANKS - CITY OF SWARTZ CREEK". Bidders not responding to all information requested in this RFB may have their bids rejected. The city council reserves the right to reject any and all bids and to accept any bid which in its opinion, is most advantageous to the city. Bids submitted must remain valid for at least ninety (90) days past the response date provided in this RFB.

Response Date

**To be considered, sealed bids must be received at the City offices, 8083 Civic Drive, Swartz Creek, MI 48473, before 2:00 p.m. on May 19, 2016.** The City offices are open Monday thru Friday, excluding holidays between 8:00 a.m. and 4:30 p.m (closed 12:00 p.m. to 1:00 p.m.). Contractors mailing bids must allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor’s name and “DEMOLITION OF GAS STATION BID- CITY OF SWARTZ CREEK.”

Opening of Bids

All bids received will be publicly opened and read at city hall at or soon after 2:00 p.m. on May 19, 2016. All bidders are invited to be present.

### Rejection of Bids

The city reserves the right to reject any or all bids, in part or in their entirety, or to waive any information or defect in any bid, or accept any bid which, in its opinion is deemed most advantageous to the city.

### Explanations and Alternate Bids

Explanations desired by a prospective bidder shall be requested of the city in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder of record. Every request of such explanations shall be in writing and addressed to: Adam Zettel, City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473.

### Contract Execution

The bidder to whom the contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the city. Failure to execute a contract will be considered abandonment of the award and the city shall have no further obligation to that bidder.

### Incurring Costs

The city is not liable for any costs incurred by contractors prior to the issuance of the contract.

### Material Submitted

All materials submitted as part of a bid will become the property of the city. The city reserves the right to use any and all ideas presented.

### Length of Contract

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including but not limited to, bid prices, equipment, etc., throughout the term of the contract. The city seeks to have the demolition of a gas station at 5012 Holland Drive completed within seventy five (75) days from signing of a contract. This contract shall also be subject to appropriation by city council. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

## **Demolition of a Gas Station Bid Specifications**

### Definitions

“bids”- shall be defined as an announcement of terms indicating what items are needed to complete a project.

“bidders”-shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“city”- shall mean the City of Swartz Creek.

“contract”- shall mean the contract between the City and the Successful Bidder.

“successful bidder”- shall be defined as the bidder who is chosen by the City Council to enter into contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

### Description

The successful bidder must possess broad expertise in demolition. Services required may include any of the following:

- A. Providing advice on matters and participate in the planning related to the demolition and clean-up of the structures located at 5012 Holland Drive. (See Appendix A for property details).
- B. Creating, reviewing, and revising demolition and clean-up plans.
- C. Preparing necessary reports to the city related to the project’s progress.
- D. Providing project management and inspections during the preparation, demolition, and clean-up and providing any requested reports to the zoning/building administrator, or their designee.
- E. Professional support and advice to the zoning/building administrator.
- F. Providing other related services as requested by the City of Swartz Creek.
- G. Attending city meetings, public hearings and conferences with funding and regulatory agencies, if necessary.

### Qualifications

A detailed description of the primary contact’s background, as well as the company’s background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the city.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, detail of such affiliation shall be furnished along with the same information as required for the bidder.

### Requirements

- A. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- B. Ability to communicate and work effectively with the City of Swartz Creek, its officials, administration, staff, and consultants with respect to any of the services required.
- C. Ability to work effectively with public agencies and officials.
- D. Thorough knowledge of the demolition discipline and demolition debris removal, including disposal of any hazardous materials, if found on site.
- E. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Swartz Creek, if so requested.
- F. The successful bidder or their representative shall attend any regular or special meetings, as requested by the city.
- G. Ability to meet or accomplish the following specific project requirements:

1. Successful bidder, at successful bidder's cost, shall secure the necessary permit, including a soil erosion permit if required from Genesee County.
2. Properly notify utility provider of the pending demolition and request and ensure disconnections of utilities, gas, electric, cable TV, and any other utility to the commercial building.
3. Provide to the city, proof of disconnection of all utilities.
4. Contractor to cut and cap any and all city sewer, storm sewer and water line and obtain cut/cap inspection from the city department of public works by calling 810.635.4464
5. Demolition and removal of main structure. Including but not limited to:
  - a. All foundations, walls, floors, roofs, all types of siding, all wood, brick, steel, metal, drywall, paneling, plumbing, electrical heating, ventilation, air conditioning, duct work, concrete slabs, refrigeration units, and all structural supports.
6. Demolition and removal of all accessory structures, footings, and concrete slabs.
7. Removal of three 10,000 gasoline USTs and one 500-gallon heating oil UST in accordance with all applicable local, state, and federal laws. The gasoline USTs are registered as "Temporarily Out of Service" with the Michigan Department of Licensing and Regulatory Affairs (LARA) as constructed of fiberglass reinforced plastic. They were inspected and noted as empty in 2015. The construction of the heating oil UST is unknown. The city makes no warranty as to the actual construction material of the USTs.

Emptying, cleaning, and disposal of the USTs in accordance will all applicable local, state, and federal laws. The USTs shall be emptied of all liquids and sludges, as necessary for proper transport and disposal. The contractor shall provide certification of UST destruction, stating that the USTs were properly closed, transported vapor-free, and either disposed of or rendered useless as USTs and repurposed or recycled.

All UST contents shall be transported by an appropriately-licensed waste/hazardous materials transporter and either disposed of or recycled appropriately in accordance with all local, state, and federal laws. Waste manifests and/or Bills of Lading shall be provided to the city. The city will obtain any necessary generator identification status. Waste characterization and any costs to secure recycling or disposal will be solely the cost of the contractor. The city believes that the USTs contain less than six-inches of product each. The contractor may choose to remove the tanks' contents from the site in a tanker truck or place the contents in 55-gallon drums for removal from the site. If the contractor elects to place the waste in 55-gallon drums, the drums must be properly labeled and removed within 30 days. The contractor will be responsible for any releases resulting from 55-gallon drums left on-site pending disposal. The contractor shall include in the bid, the costs to clean and empty the USTs. Unit rates for disposal will be accepted either on a per-gallon basis or a per-drum basis. Unit rates for per-drum disposal must include the cost of the drums and labeling as well as a fixed-cost for transport and disposal. Unit rates for vacuum truck

- disposal must include fixed costs for transport and any needed tanker wash-out as well as a unit rate per gallon for disposal.
8. Remove the canopy structure and associated bases, elevated concrete pump island bases, adjacent pipes and utilities. The contractor must make every reasonable effort to remove dispenser and vent piping without disturbing the existing pavement. If dispenser or vent piping cannot be removed without disturbing the pavement, the piping must be adequately capped and will be left in-place. Capping of pipes will be subject to the approval of the city, the city's consultant, and LARA.
  9. Remove all light poles and bases.
  10. Abate asbestos material noted herein. The contractor will be required to submit appropriate notice (NESHAPS 10- day Notice) to regulating authorities for both the building demolition and asbestos abatement, as required by local, state, or federal law. The contractor will be provided with the appropriate information for the asbestos inspector to include in the Notice.
  11. As work progresses, carefully clean and keep the project site clean from rubbish and refuse. Appropriate care must be taken to ensure that soils or debris are not tracked off-site by vehicle tires and that soils will not be eroded off-site or into storm sewers. Daily cleanup of soils on the ground surface will be required.
  12. Remove all building material, rubbish or refuse from the project site daily; no material or debris may be buried on site.
  13. All construction equipment shall be removed from the property as soon as possible.
  14. Furnish to the city all documentation regarding the proper disposal of all rubbish, hazardous substances and/or petroleum products, refuse, liquids, and any other debris.
  15. The successful bidder shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat, and safe condition, limiting to the extent possible dust and smoke on and around the project site. The successful bidder shall sprinkle with water or otherwise treat the site surface and surrounding area being used by the contractor (i.e. street, right-of-way, etc.) sufficiently to keep down any dust generated during the progress of work. Successful bidder must remove all piles of dirt or debris.
  16. All equipment and material used in the demolition process shall be contained within the property boundaries or on Holland Drive (conditioned upon approval by the Director of Public Works). Unless prior written permission is obtained from property owners, the successful bidder shall not use the adjacent properties.
  17. There shall be NO fires of any kind or burning of any debris.
  18. If successful bidder encounters undocumented asbestos or asbestos type material, successful bidder shall immediately stop work and notify Michigan Department of Environmental Quality Air Quality division and the city and any other appropriate governing authority. The successful bidder must show evidence of asbestos awareness training for staff involved in the demolition.
  19. Prior to fill/backfill the successful bidder must request a building inspection, by the city, of the site and allow the inspector access to take necessary photos, check for debris removal, floor removal and inspection of sewer capping.

20. Fill/backfill to attain dedicated specified grades:
- a. Shall not be completed as to cause any increase of water velocity or damming of surface water as to create a water issue at adjacent or neighboring sites.
  - b. All fill material, except MDOT Class II Granular Material (excluding blue clay), shall be subject to approval of the city.
  - c. Fill material shall be compacted with proper equipment in no more than twelve (12) inch layers to a minimum density of 90%.
  - d. For approved fill material notify the city's representative in advance of the intention to import material, its location and the city's name, address, and telephone number.
  - e. Obtain all fill material from off-site commercial or city- approved sources that are free from contamination.
  - f. The source of backfill material must be provided to the city. If the city believes that the backfill is of a suspect or unknown origin, soil sample analysis may be required, the cost of which shall be borne by the contractor.
  - g. Ensure fill materials are free of rock or lumps larger than six (6) inches in greatest dimension. Pulverized building materials shall not be used in fill material.
  - h. Apply a covering of 6 inches of crushed limestone to areas excavated or exposed due to structure removal.
21. Limit hours of operation to Monday through Friday during the hours of 8:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by the city.

### Salvage Rights

The successful bidder shall have salvage rights to all materials, tanks, furnishings, and other personal property that are within the scope for demolition and/or removal for the duration of the project. Such rights shall expire upon closeout of the project. Salvage rights will exclude repurposing the USTs to store any quantity of hazardous materials or petroleum products.

### The Proposal

A response to this RFB must outline in detail the manner in which they would work with the city to fulfill the city's needs. The outline at a minimum shall address:

- A. The designation and location of the bidder's primary contact (one person preferred), support staff and the associate personnel, and the overall relationship, which will be established between the bidder and the city. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.
- B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to the city.
- C. The bidder's capabilities to perform the necessary demolition and clean-up.
- D. The general manner in which work will be performed.
- E. The experience and references for those who will perform work.

- F. A schedule of hourly rates or the separate fixed costs for the demolition and removal of debris, including those for labor, equipment, transportation, permits and fees required to provide demolition services in accordance with all specifications, terms and conditions in this RFB.
- G. The method for assuring total clean-up from demolition.
- H. The location to which demolition debris will be taken and description of how that will occur.
- I. Bid should include any cost to obtain necessary permit and materials as to provide compliance with local, state, and federal law and this bid.

### Bidder Responsibility

The City of Swartz Creek will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to the work, the bidder represents that it is fully informed concerning the scope of the project, the requirements of the contract, the physical conditions likely encountered in the work, and the character, quality and quantity of the services required by the city. If a bidder desires to do a site visit and tour or otherwise observe the properties and inside of the structures to better inform bidder of the above, bidder must contact the building official, Marty Johnson, through the city office. Site visits are subject to availability of the building official.

The successful bidder shall furnish all labor, materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. In addition, the successful bidder shall provide all vehicles and other equipment and material necessary for work. Bidders having questions regarding this RFB should request clarification prior to submittal of a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the city to agree to additional compensation. Bidders having questions regarding this RFB contact the city for clarification.

### Safety

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, OSHA, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

The successful bidder shall observe city ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

The successful bidder will be responsible for controlling pedestrian traffic on and near the site in order to successfully prevent unauthorized persons from accessing the site. This may require fencing the area or patrolling the area and preventing unauthorized persons from accessing the site. Any site access controls will solely be the obligation of the contractor.

### Pollution Controls

Under the Authority of Section 112 of the Clean Air Act, as amended, 42 U.S.C. 1857 (C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants (NEHAP) on April 6, 1973 (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use and control. Demolition of certain buildings and structures was determined to be a significant source of asbestos emissions.

Contractors are required under section 114(a) of the Clean Air Act allow EPA personnel to freely enter facilities or demolition sites, review records, inspect any demolition method, and sample or observe any emissions.

All demolition must be undertaken in compliance with the applicable provisions of the Clean Air Act and 40 C.F.R. Section 61.22(d). The Successful Bidder is responsible for compliance with NESHAP. The successful bidder shall complete and submit "Notification of Intent to Renovate or Demolish" form to the NESHAP Asbestos Program of Michigan's Department of Environmental Quality Air Quality Division and provide a copy to the zoning administrator. This form must be mailed at least **10 working days** prior to undertaking demolition.

The City of Swartz Creek has an asbestos survey of the building located at 5012 Holland Drive and has identified a small area (~80 square feet) of floor tile that requires abatement. **All asbestos is to be removed by a properly qualified party and in accordance with MIOSHA, Federal Air Quality regulations, MDEQ regulations, and all other applicable laws and regulations.** A copy of the asbestos survey report is attached as Appendix B.

The contractor will be required to demonstrate appropriate removal and disposal of the asbestos floor tile in accordance with local, state, and federal laws.

### Assignments or Subcontracting

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the city. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the bidder's response.

### Fair Employment Practices

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry handicap or any other basis prohibited by state or federal law or regulations.

### Contractor's Payment of Taxes, Permits, Etc.

The successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all federal and state laws, including the federal and state wage and hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the successful bidder under state and federal law.
- c. Payment of all applicable federal, state, or municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants or vendors from whom the successful bidder obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the city harmless from all claims arising from the foregoing payment obligations of the successful bidder.

### Damage to Persons or Property

The successful bidder also accepts sole responsibility for any damage to any person or damage to public, or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The successful bidder will protect, defend and hold harmless, the city from any and all damage, claim liability, or expenses whatsoever, or amounts paid in compromise there of arising out of or connected with the performance of this contract, including those related to the successful bidder's (or its subcontractors') negligence.

### Insurance

#### A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the city as an additional insured:
  - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
  - Pollution liability insurance of not less than \$1,000,000 per occurrence
  - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
  - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Workers Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims

under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

B. Certificates of Insurance

Included in bid package, bidders shall provide the city complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the city at least thirty (30) days written notice of reduction, cancellation, or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the successful bidder must cease work on this bid.

C. Submission of Policies and Certificates of Insurance

The successful bidder shall provide the city with a copy of its required insurance policies and certificates of insurance as described above. If the successful bidder does not provide such materials in the time provided for, the successful bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of a new request for bid.

Quality of Service

The city expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the city. The city is looking to inconveniencing the public as little as possible, considering the service the successful bidder is providing. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

Operation of Vehicles

The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on city streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to city codes and ordinance in place at that time.

Support Facilities

Successful bidder shall have sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

Breach of Contract and City's Right to Terminate Contract

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the city shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of the successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the city manager of the City of Swartz Creek shall have the right to cancel any contract by sending written notice to the successful bidder of cancelation.

If the successful bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the city, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the city may, without prejudice to any other right or remedy, terminate the contract immediately.

If the successful bidder fails to perform or complete the demolition and clean-up of the residential buildings as agreed or otherwise breaches its duties under this bid or the resulting contract, the successful bidder shall be reasonable for any and all costs the city incurs in obtaining satisfactory performance of the project and/or litigation costs and attorney's fees to enforce its rights under the bid and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the city.

#### City's Right to Modify Contract

The city reserves the right to negotiate with the successful bidder for a change in terms of the contract during the term of the contract and to make adjustment relative to the implementation of a change that reduces or modifies the need for qualified project management. If the city and the successful bidder are unable to agree on a revised contract, the city may seek new proposals and, upon a minimum of ten (10) calendar days written notice from the city, may terminate the unexpired portion of the contract. The city shall not be liable for any cost under this section beyond the contract price for the period where service was actually provided.

#### No Conflict of Interest

The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested.

#### References

All bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within Genesee, Shiawassee, Livingston and Oakland Counties.

#### Payment

The city shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the successful bidder must thoroughly clear the project site and any other place affected by the work of all debris to the city's satisfaction, in the city's sole discretion.

**SWARTZ CREEK – CLAYTON TOWNSHIP  
AMENDED AND RESTATED  
2013 – 2016 FIRE DEPARTMENT AGREEMENT**

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**THIS AGREEMENT** is made this 12<sup>th</sup> day of August, 2013, by and between the City of Swartz Creek, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”) and the Charter Township of Clayton, a Michigan Public Body Corporate, with principal offices at 2011 South Morrish Road, Swartz Creek, Michigan 48473 (“Township”).

**WHEREAS**, the City and the Township have, for many years, jointly provided fire protection services to their geographical areas; and

**WHEREAS**, the joint provision of such fire protection services was covered by a written Agreement; and

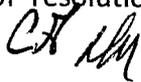
**WHEREAS**, the current Agreement between the City and the Township expired in 2011 but both the City and the Township have continued to provide fire protection services under the terms of that Agreement while this new Agreement was being developed; and

**WHEREAS**, the Michigan Urban Cooperation Act of 1967, 1967 PA 7 (Ex Sess) [MCL 124.501 et seq] (“UCA”) authorizes two (2) Municipalities to enter into an interlocal Agreement by which they agree to exercise jointly “any power, privilege, or authority that the agencies share in common and that each might exercise separately;” and

**WHEREAS**, Section 7 of the UCA [MCL 124.507] provides that such an interlocal Agreement “may provide for a separate legal or administrative entity to administer or execute the Agreement which may be a Commission, Board or Council constituted pursuant to the Agreement,” and that such administrative entity “shall be a Public Body, Corporate or Politic for the purposes of this act;” and

**WHEREAS**, the City and the Township share in common the power and authority to establish and maintain a Fire Department and provide fire protection services; and

**WHEREAS**, as empowered to do so by the UCA, the City and the Township wish to continue to jointly provide fire protection services and operate a Fire Department to serve the City and the Township and to do so under the terms and conditions of this Agreement;

**NOW, THEREFORE**, the parties hereto acting pursuant to the authority of resolutions duly adopted by their respective legislative bodies, **HEREBY AGREE AS FOLLOWS:** 

## 1. POWERS AND DUTIES OF THE SCAFD BOARD

Pursuant to the authority of Section 7 of the UCA [MCL 124.507] there is hereby established an administrative entity to administer and execute this interlocal Agreement; such entity to be known as the "Swartz Creek Area Fire Board" ("Board").

## 2. NAME

The Board shall provide its fire protection services and shall conduct its business under the name, "Swartz Creek Area Fire Department," and shall file a "d/b/a" certificate to that effect with the Genesee County Clerk.

## 3. GOVERNANCE OF SCAFD

A. The SCAFD shall be governed by a Board consisting of seven (7) members ("Board") who shall be appointed as follows:

- 1) Three (3) members shall be appointed by the City, one (1) of whom shall be a member of the City Council. The other City appointees shall be residents of the City and shall hold no other elective City Office.
- 2) Three (3) members shall be appointed by the Township, one (1) of whom shall be a member of the Township Board. The other Township appointees shall be residents of the Township and shall hold no other elective Township Office.
- 3) The seventh member shall be appointed on an alternating basis between the parties with the Township making the appointment in odd numbered years. Such member shall be appointed as and be designated as the "at-large" member. The "at-large" member shall be appointed for a term of one (1) year commencing on April 1 of each year and, at the completion of said term, the appropriate appointing authority shall designate its appointee as the "at-large" member.
- 4) Except as provided in Subparagraph (5) below, no active Swartz Creek Area Fire Department Firefighter, volunteer or otherwise, shall be eligible for appointment to the Board.
- 5) The Fire Chief shall be an Ex-Officio Member of the Board, but shall have no right to vote on matters coming before the Board.
- 6) Each of the appointees, including the "at-large" member, shall hold office until their replacement is appointed as provided herein.
- 7) Vacancies shall be filled by the appropriate appointing authority consistent with the provisions contained herein related to appointees to the Board.

B. The Board shall have the exclusive authority to manage and operate the provision of fire protection services to the City and Township and shall have, except as otherwise

provided or limited by the terms of this Agreement, such power as may be required for the faithful performance of its duties.

- C. The Board shall develop and maintain a command structure for the Fire Department, which shall be headed by a Fire Chief who shall be appointed by a majority vote of both the Township Board and the City Council and who shall serve at the pleasure of the Board. The terms and conditions of the employment for the Fire Chief shall be set forth in a separate employment Agreement. The termination of the Fire Chief by the Board may be overruled by a majority vote of both the Township Board and the City Council, but such votes must occur within sixty (60) days of the termination.

The SCAFD Chief shall seek and interview paid, on-call, Firefighters and shall recommend, in writing to the SCAFD Board, the hiring of all employees. All employees shall be hired by a majority vote of the SCAFD Board. The number of employees shall be limited by the budget allocated to the SCAFD by the Township Board and the City Council. Employees of the SCAFD may only be terminated following a written recommendation to the SCAFD Board by the SCAFD Chief. Employees of the SCAFD may only be terminated by a majority vote of the SCAFD Board.

No member of the Township Board or the City Council shall be eligible for the appointment to, or to serve in, a position as either a full or part time Firefighter, whether paid, on-call or volunteer.

- D. The Board shall provide the fire protection services provided for, herein, through the use of paid, on-call Firefighters; provided, however, that the Board shall not have the authority to hire or otherwise retain full-time or part-time personnel without there being funds in the budget for such hiring or retention. Nothing contained herein shall prohibit the Board from contracting with a volunteer or on-call organization for services on an "as needed basis".
- E. The SCAFD Board and its Members shall be responsible for reasonable reporting requirements and providing information to the Township or the City as requested.

#### 4. BYLAWS

The SCAFD Board shall establish its own Officers and adopt bylaws to govern the conduct of its meetings. The SCAFD Board shall not adopt any rules or regulations that exceed the provisions of this Agreement or the provisions of [MCL 124.501 et al].

The SCAFD Board shall only operate and conduct business with a quorum of five (5) members present and by a majority vote of the entire board membership. (4 votes) *CA DM*

## 5. FIRE HALLS

- A. The Township hereby provides the fire hall located at 1494 Seymour Road in the Township at the disposal of the SCAFD Board for its use during the effective period of this Agreement.
- B. The City hereby provides the fire hall located at 8100-B Civic Drive in the City at the disposal of the SCAFD Board for its use during the effective period of this Agreement.
- C. Such use shall be subject to the following:
  - 1) The City and Township shall each retain ownership of, or lease rights to, the fire halls so designated and the Board shall have no power to use or authorize the use of the fire halls for any use other than the provision of fire protection services to the City and Township; unless authority for such other use or activity is obtained in writing, or by email with receipt confirmation, from the City (as to the City's fire hall) or the Township (as to the Township fire hall).
  - 2) The Board shall not engage in any activity or take any action which will result in a lien, mortgage, or other encumbrance on the title of the City or the Township to their respective fire halls or the land on which they are located.
  - 3) The Board shall be responsible for maintenance and repairs, including snow/ice removal and lawn cutting services and payment of all utilities, for the designated fire halls during the effective period of this Agreement.
  - 4) Except for maintenance and repairs, no additions and/or alterations to said fire halls may be made by the Board without the express prior written approval of the governmental unit owning said structure; provided, however, that, upon termination of this Agreement, such additions and/or improvements shall become the property of the governmental unit owning the structure.

## 6. TOWNSHIP MINI PUMPER

The 1979 Mini Pumper, Serial No. W41CT9138438, presently owned by the Township, shall be, and is hereby placed at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Board shall be responsible for, and maintain public liability and property damage insurance, upon said vehicle with the Township being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the Township. *CA [Signature]*

- C. Upon dissolution of the Board, said vehicle shall be returned to the Township and/or the Township shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.

## 7. CITY MINI PUMPER

The 1979 Mini Pumper, Serial No. CKL339B160091, presently owned by the City, shall be, and is hereby placed, at the use of the Board for the provision of fire services as provided for in this Agreement, subject to the following conditions:

- A. The Board shall be responsible for, and maintain public liability and property damage insurance, upon said vehicle with the City being named as a co-insured.
- B. Said vehicle shall remain titled in the name of the City.
- C. Upon dissolution of the Board, said vehicle shall be returned to the City and/or the City shall have the right to summary repossession of said vehicle. The Board shall have no control whatsoever over said vehicle upon dissolution of the Board.

## 8. SCAFD ASSETS

- A. Except as may be provided above as to the fire halls and the mini pumpers, the City and Township shall each have an undivided one-half (1/2) interest in and to all assets of the SCAFD. An inventory of said assets shall be prepared annually by the Board and filed with the City Clerk and the Township Clerk as provided in Subparagraph (D), below.
- B. All of the assets of the SCAFD shall be housed at the fire halls designated within this Agreement in such quantities, as shall, within the discretion of the Board, provide maximum efficient fire protection services for the areas to be provided such service.
- C. Assets that are determined by the Board to have no value, due to age or damage, shall be destroyed. Assets that have value, but are no longer needed by the SCAFD, shall be sold by sealed bid, RFP, auction or online internet auction to the highest bidder. The Board shall create and implement a policy for disposal of such assets. Assets that have been sold shall be logged as such on the annual inventory for at least one (1) year.
- D. The Board shall file an annual inventory of such assets with the City and the Township no later than February 15<sup>th</sup> of each year.

## 9. ADDITIONAL ASSETS

Nothing contained herein shall prohibit the City or the Township from acquiring such additional equipment and/or providing such additional services as it sees fit to be used

within its boundaries. Such additional equipment and/or services provided shall not be subject to the terms of this Agreement and ownership of same shall not be shared.

## **10. INSURANCE**

The Board shall secure, and keep in force and effect during the effective period of the Agreement, appropriate property damage and public liability insurance insuring its activities in such amounts as it sees fit. However, in no instance shall such limits of insurance be less than One Million Dollars (\$1,000,000.00) Single Limit Public Liability and Property Damage Policy, with a Three Million Dollar (\$3,000,000.00) Umbrella. In addition, thereto the Board shall secure and keep in force and effect during the effective period of the Agreement, appropriate Workman's Compensation Insurance coverage and any other insurance coverage required by law.

## **11. SERVICES TO OTHER GOVERNMENTAL UNITS**

The SCAFD shall not provide fire protection services to other governmental units, by contract or otherwise, without first obtaining the approval of the City and the Township before such services are rendered; provided, however, that such prohibition shall not extend to the participation by the Board in a mutual aid pact with other units of government. Pursuant to the SCAFD Evaluation, all current mutual aid pacts should be reviewed by the SCAFD Board to redefine the terms under which automatic mutual aid is provided to obtain a more equitable balance of services. All aid agreements currently in place shall become attachments to this Agreement. Any future aid agreements shall be approved by the City and the Township.

## **12. BOOKS and RECORDS; ANNUAL AUDIT**

- A. The Board shall provide for the keeping of books and records regarding its operation. The keeping of such books and records shall conform to generally accepted accounting principles.
- B. The Board shall provide for an annual audit of its revenue and expenditures. The auditing firm shall be selected through competitive bidding every three (3) years and the same firm shall not be selected for than two (2) consecutive terms.
- C. The audit shall be completed no later than ninety (90) days following the close of the SCAFD's fiscal year, and a copy of said audit shall be submitted to the City Clerk and the Township Clerk within seven (7) days after its completion.

## **13. FISCAL YEAR; BUDGET**

- A. The fiscal year of the SCAFD shall be from January 1 through December 31.
- B. Beginning no later than August 1 of each year, the City Manager and the Township Supervisor shall meet with the Fire Chief and develop a draft budget. Such draft 

shall reasonably reflect the findings and recommendations set forth in the Swartz Creek Area Fire Department Evaluation adopted in January 2008 by the City and the Township. The draft budget shall be submitted to the SCAFD Board no later than October 1.

- C. The Board shall review the proposed budget of its anticipated expenses, including any suggested amendments, and shall forward same to the City Council and Township Board for approval no later than October 31 of each year. The City and the Township may approve the budget as presented or may approve it with amendments. The final budget shall be in such form as shall be approved by both the City and the Township.
- D. Upon approval of the final budget, the City and the Township shall each appropriate its share of the funding for said budget, and such funds shall be transmitted to the SCAFD Board for its use. Once the final budget is approved, such sums, as each party are required to contribute, shall be a debt of each notwithstanding any subsequent disagreement between the parties.
- E. The SCAFD shall expend funds pursuant to the adopted budget; provided, however, the Board shall have the authority within a single year, without the approval of the city and Township, to amend line item expenditures by an amount not to exceed ten percent (10%) of the amount provided for the subject line item in the final budget as approved by the City and the Township, so long as the total budget is not exceeded. Line item budget amendments exceeding ten percent (10%), singularly or cumulatively in a single fiscal year, shall require approval of both the City and the Township.
- F. The Board shall not exceed the budget as approved by the City and the Township without express prior approval by both the City and the Township who, concurrent with such approval, shall appropriate such sums as are necessary to finance such increased expense.

#### **14. CAPITAL IMPROVEMENT FUND**

Pursuant to the Swartz Creek Area Fire Department Evaluation, accepted in January 2008 by the City and the Township, a Capital Improvement Program Fund (CIPF) is hereby established. The budget for the CIPF shall be established annually in the same manner and, at the same time, as the annual operating budget. The City and the Township shall determine an amount to be contributed to the CIPF, said contribution to be appropriated each year at the same time as the annual appropriation for operation of the SCAFD is made at the beginning of each unit's fiscal year. CIPF funds contributed by the City and the Township shall be held, and independently accounted for, by the Board and shall be invested in an interest bearing account. The Board shall adopt an investment policy that conforms to the State of Michigan's authorized and suitable investments for local units of government (1988 Public Act 239, M.C.L. 129.91). The Board may not use or expend any funds in the CIPF without the prior approval by a majority vote of both the Township Board



and the City Council. The City and the Township, by mutual agreement of the majority of each governing Boards, may elect to deposit any unspent operating funds left over from a previous year budget, into the CIPF.

The SCAFD Board shall exhaust all CIPF funds prior to seeking any financing for capital purchases from the Township or the City.

#### **15. COSTS OF FIRE RUNS; LABOR COSTS**

Except as to the labor costs attendant with each fire run, the entire cost of providing fire protection services as agreed to herein shall be borne by the City and the Township equally. As to labor costs attendant with each fire run, it is hereby agreed that such cost shall be borne solely by the party, City or Township, wherein the service is provided. Such costs shall be provided for in the budget required by Paragraph (13) hereof. The City and the Township, as suggested in the January 2008 Fire Department Evaluation, shall work to develop a cost recovery ordinance that both municipalities can adopt and implement.

#### **16. EFFECTIVE DATE; TERM; EXPIRATION OF TERM**

The effective date of this Agreement is August 12, 2013. The term of this Agreement shall be August 12, 2013 through November 1, 2016. The expiration of the Agreement shall not operate to relieve the City or the Township of their financial obligations hereunder. The financial obligations of each party shall continue until all termination activities set forth in Paragraph (17), below, are completed.

#### **17. TERMINATION**

Upon termination of this Agreement, the Board shall proceed as follows:

- A. At least sixty (60) days prior to the termination date, the Board shall cause its last annual inventory to be made current.
- B. The Board shall cause an appraisal to be made of all of the jointly owned assets under its control other than the fire halls and the mini pumpers described in section 7 and 8. Said appraisal shall be made no later than thirty (30) days prior to the date of termination and shall be submitted to the City Clerk and the Township Clerk forthwith.
- C. The Board shall attempt to assign the assets to the parties consistent with the provisions and intent of this Agreement. Upon completion of such asset assignment, the Board shall recommend same to the City and the Township. Upon Agreement of the City and the Township, the Board shall assign the assets to the parties.
- D. Notwithstanding, the termination date and/or its attempts to assign the assets, the Board shall continue to perform its duties and obligations until the effective date of the termination of this Agreement. *CS [Signature]*

## 18. NEGOTIATED ASSIGNMENT

The parties need not wait for the recommendation of the Board as to the division and assignment of assets, but may commence negotiations relative to such division and assignment at any time prior to the termination date; provided, however, that the parties by and through their respective governing bodies, shall meet no less than sixty (60) days prior to effective date of termination, if Agreement or assignment of assets has not otherwise occurred, to negotiate assignment of assets and/or the providing for an orderly transition and continuing of fire protection services beyond the termination date.

## 19. NOTICES

Any notice, demand, or communication required, permitted, or desired to be given under this Agreement shall be deemed effectively given when personally delivered or mailed by certified mail addressed as follows:

### If to the City:

City of Swartz Creek  
C/O City Manager  
8083 Civic Drive  
Swartz Creek, MI 48473  
Attention: City Manager

### If to the Township:

Charter Township of Clayton  
C/O Township Supervisor  
2011 South Morrish Road  
Swartz Creek, MI 48473  
Attention: Township Supervisor

The parties may, by notice given hereunder, designate any further or different address to which subsequent notices, demands, or communications may be given.

## 20. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms. *CX [Signature]*

**21. ENTIRE AGREEMENT**

This Agreement supersedes all previous or contemporaneous negotiations and/or Agreements and constitutes the entire Agreement between the parties with respect to the joint provision of fire protection services in the City and the Township. No verbal statements or prior written materials not specifically incorporated in the Agreement have been relied upon by the parties in entering into this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**TOWNSHIP OF CLAYTON**

Dated: August 19, 2013

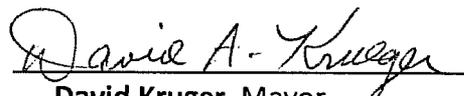
By:   
Chris Gehringer, Supervisor  
Charter Township of Clayton

Dated: August 19, 2013

By:   
Dennis Milem, Clerk  
Charter Township of Clayton

**CITY OF SWARTZ CREEK**

Dated: August 12, 2013

By:   
David Kruger, Mayor  
City of Swartz Creek

Dated: August 12, 2013

By:   
Juanita Aguilar, Clerk  
City of Swartz Creek

# Proposal



## C & H Construction Co., Inc.

9215 Grand Blanc Road  
GAINES, MICHIGAN 48436  
(810) 635-9411  
FAX (810) 635-4118

PROPOSAL SUBMITTED TO <b>CITY OF SWARTZ CREEK, DPW</b>		PHONE <b>810 635-4464</b>	DATE <b>APRIL 7, 2016</b>
STREET <b>8083 CIVIC DRIVE</b>		JOB NAME <b>2016 ROAD RESTORATION / REGRADING</b>	
CITY, STATE and ZIP CODE <b>SWARTZ CREEK, MICHIGAN 48473</b>		JOB LOCATION <b>YOUNG STREET, CARDIGAN STREET W</b>	
ARCHITECT <b>PER OWNERS SPEC'S</b>	DATE OF PLANS <b>3/2016</b>	WINCHESTER WOODS	JOB PHONE <b>810 719-8071</b>

**We Propose** hereby to furnish material and labor — complete in accordance with specifications below, for the sum of:

\_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Payment to be made as follows:

**PAYABLE UPON COMPLETION PER CITY PAY CYCLE**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Michael Castro* V.P.

Note: This proposal may be withdrawn by us if not accepted within 120 days.

We hereby submit specifications and estimates for:

**PREPARING EXISTING ROADWAYS AND PLACEMENT OF ASPHALT MILLING THAT ARE LOCATED, STOCKPILED AT D.P.W. CITY YARD. MATERIAL TO BE HAULED TO YOUNG STREET 900' LW FT. LONG & CARDIGAN STREET 700' LW FT LONG. PLACEMENT OF MATERIAL OVER AN AREA 22' WIDE BY 1,600 LONG BY 6" THICKNESS, TOTAL SQUARE FEET 35,200.**

**PRICE QUOTED INCLUDES LOADING AND HAULING MATERIAL TO SITE, LEVELING, FINAL GRADING AND COMPACTION TO 95% DENSITY.**

**CONSTRUCTION NOTE: CLEARING OF TREES AND BRUSH ALONG ROW EDGES OF ROAD TO BE DONE BY DEPARTMENT OF PUBLIC WORKS.**

**ESTIMATED MATERIAL NEEDED FROM EXISTING STOCKPILE W CITY YARD, +02 - 782.00 YARDS**

**C & H LABOR AND EQUIPMENT TO COMPLETE AS QUOTED**

**TOTAL AS LISTED \$ 12,300.00**

*Due to quote 35 days*





City of Swartz Creek  
 Young & Cardigan  
 Road Surface Work



## Young and Cardigan Streets Road Reconstruction Regrading Surfaces

Preparing existing roadway and placement of asphalt millings that are located in D.P.W. yard over two streets. The first street known as Young Street and the second known as Cardigan Street.

The total lineal feet of both streets is 1,600', Young, 900' and Cardigan, 700' by 22' wide by .50 thick. Price quoted should include loading material at yard, transporting to sites, leveling, final grading and compaction to 95% density.

Total square feet of both sites, 35,200 Sq. Ft.

Estimated yardage needed to cover, 764.34 Yds.

**Construction Note: Clearing small trees and brush in right of way between existing ditches to be done by Department of Public Works or may be added to project by contractor.**

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY  
MAY 12, 2016**

The Regular Meeting was called to order at 6:02, by Boardmember Beedy in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board Members Present: Beedy, Eckerdt (6:07), Gardner, King, Mardlin (6:03), Sherman, & Spence.

Board Members Absent: Krueger & Raffaelli.

Staff Present: Adam Zettel.

Others Present: Dennis and Karen Pinkston.

**APPROVAL OF AGENDA:**

**Resolution No. 160512-01** **(Carried)**

Motion by Boardmember Gardner  
Second by Boardmember Spence

The Swartz Creek City Downtown Development Authority approves the agenda, as printed, for the May 12, 2016 DDA Meeting.

YES: Unanimous Voice Vote.  
NO: None. Motion declared carried.

**APPROVAL OF MINUTES:**

**Resolution No. 160512-02** **(Carried)**

Motion by Boardmember Gardner  
Second by Boardmember Spence

The Swartz Creek City Downtown Development Authority hereby approves the minutes as amended for the April 14, 2015 meeting.

YES: Unanimous Voice Vote.  
NO: None. Motion declared carried.

**MEETING OPEN TO THE PUBLIC:**

Karen Pinkston spoke on behalf of the Swartz Creek Art Gallery. She indicated that they would be interested in using any available funds to support the outfitting of a kiln room for teaching at their downtown studio. This features would bring pottery classes online, which could account for a large portion of funds to support classes and other facilities.

**BUSINESS:**

**Street Levy Capture Waiver**

**(Carried)**

**Resolution No. 160512-03**

Motion by Board Member Eckerdt  
Second by Board Member Gardner

**A RESOLUTION BY THE SWARTZ CREEK DOWNTOWN DEVELOPMENT AUTHORITY TO WAIVE ALLOCATION AND CAPTURE OF THE CITY OF SWARTZ CREEK STREET LEVY**

**WHEREAS**, the City of Swartz Creek is organized and operates as a home rule city pursuant to its charter, and under the provisions of the Home Rule Cities Act, 1909 P.A. 279, as amended, MCL 117.1, *et seq*; and

**WHEREAS**, the City of Swartz Creek, pursuant to the Michigan Constitution, Article IX, subsection 31, may levy additional taxes only with the approval of a majority of the qualified electors of the City of Swartz Creek voting thereon; and

**WHEREAS**, the City Council was granted approval by the electors May 3, 2016 to levy an amount of up to 4.220 mils for the purpose of constructing and repairing the public streets within the City of Swartz Creek; and

**WHEREAS**, the Swartz Creek Downtown Development Authority (DDA), is a governmental entity with an approved development and tax increment financing plan, approved under Public Act 197 of 1975, which enables the DDA to capture taxes, including said street tax, levied against the tax increment of the district; and

**WHEREAS**, the improvements proposed include public infrastructure improvements that align directly with the goals and objectives of the DDA Development and Tax Increment Financing Plan; and

**WHEREAS**, the Swartz Creek DDA finds the proposed Swartz Creek City street levy to be a direct and proportionate benefit to the DDA.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek DDA hereby waives any and all interest in the entire street levy as approved, on May 3, 2016, by the electors of the City and as levied annually by the City Council of the City of

Swartz Creek and further acknowledges that the ballot question did not include any allocation of said levy for capture or use by the DDA.

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

### **Sunoco Station Update**

Adam Zettel said that bids were due next week. This will all but guarantee that the Sunoco blight will be gone by mid-summer. After that, the community needs to work with Exxon to clean the site. For assisting them in doing so (by granting deed restrictions), it is hoped that Exxon may support some improvements on or near the site. Depending on how this process goes, the DDA may or may not be in a position to spend some resources to improve this site and nearby streetscape.

### **Fortino Drive Conceptual Planning Update**

A meeting is planned with the developmental experts so more information can be shared in June. There may also be interest from the raceway owner interest/management to cooperatively plan for reuse of their site. This could alter community plans for this public property.

### **Fiscal Year 2017 Budget**

The budget was explained to those members that missed the April meeting. No changes were proposed. The board favored release of the façade improvement program, with a 60 day response time.

### **MEETING OPEN TO PUBLIC:**

No Comments.

### **REMARKS BY BOARD MEMBERS:**

Boardmember Eckerdt said he would like to see more street lamps on Miller Road.

Boardmember King also likes the streetscape concept.

Boardmember Mardlin spoke about the road work on Seymour Road. He felt the quality was not the best. He also is waiting for the Sunoco to come down.

Boardmember Spence said she has a donation coming for the Family Movie Night.

Boardmember Sherman is excited about the progress of the whole community.

Boardmember Gardern mentioned that the Gass Beck building is having some issues and should be looked into. Adam said he would submit complaints based upon this information.

Boardmember Beedy said he is feeling the winds of optimism pick up recently as it relates to how the community is improving itself.

### **ADJOURNMENT:**

**Resolution No. 160512-04**

**(Carried)**

Motion by Boardmember Gardner  
Second by Boardmember Spence

The Swartz Creek DDA adjourns the May 12, 2016 DDA meeting at 6:50 p.m.

YES: Unanimous Voice Vote  
NO: None. Motion declared carried

---

Connie King  
Secretary

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE ZONING BOARD OF APPEALS  
DATE 05/18/16**

The Regular Meeting was called to order at 6:00 pm by Chairman Packer in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Board members Present: Packer, Porath, Smith & Stephens.

Alternates Present: Alternate Barclay and Pajtas.

Board members Absent Plumb.

Staff Present: Adam Zettel.

Others Present: None.

**APPROVAL OF AGENDA**

**Resolution No. 160518-01**

**(Carried)**

Motion by Board Member Pajtas  
Second by Board Member Porath

The Swartz Creek City Zoning Board of Appeals hereby approves the Agenda of the Regular Board Meeting of May 18, 2016 as printed.

Unanimous Voice Vote  
Motion declared carried

**APPROVAL OF MINUTES:**

**Resolution No. 160518-02**

**(Carried)**

Motion by Board Member Pajtas  
Second by Board Member Porath

The Swartz Creek City Zoning Board of Appeals hereby approves the Minutes of the Regular Board Meeting March 16, 2016, to be approved.

Unanimous Voice Vote  
Motion declared carried

**Meeting Open To The Public:** None.

**VARIANCE APPLICATION:** None.

**INTERPRETATION:** None.

**APPEALS:** None.

**OTHER BUSINESS:**

**Training Session**

**Presentation**

Adam Zettel, City Manager, gave a PowerPoint presentation (with paper handouts distributed). The training covered general municipal functions in relation to zoning, the Zoning Enabling Act, Roberts Rules of Order, the Open Meetings Act, the Freedom of Information Act, and coverage of interpretations, variances, and appeals. There was also discussion and case examples.

**Meeting Open To The Public:** None.

**Adjourn**

**Resolution No. 160518-03**

**(Carried)**

Motion by Zoning Board of Appeals Board Member Stephens  
Second by Board Member porath

**I Move** the Swartz Creek Zoning Board of Appeals adjourns the May 18, 2016 ZBA meeting.

Unanimous Voice Vote  
Motion declared carried

The board unanimously declared the meeting adjourned at approximately 7:52 p.m.

---

Ronald Smith  
Secretary

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF PLANNING COMMISSION MEETING  
May 3, 2016**

Meeting called to order at 7:02 p.m. by Commissioner Stephens.

Pledge of Allegiance.

**ROLL CALL:**

Commissioners present: Conner, Culinski, Farmer, Florine, Grimes, Krueger, Pinkston, Ridley, Stephens.

Commissioners absent: None.

Staff present: Adam Zettel, City Manager.

Others present: Joel McRee.

**APPROVAL OF AGENDA:**

**Resolution No. 160503-01**

**(Carried)**

Motion by Commissioner Conner support by Commissioner Krueger  
The Swartz Creek Planning Commission approves the agenda for the May 3,  
2016 Planning Commission meeting as printed.

Unanimous Voice Vote  
Motion declared carried.

**APPROVAL OF MINUTES:**

**Resolution No. 160503-02**

**(Carried)**

Motion by Commissioner Krueger support by Commissioner Conner the  
Swartz Creek Planning Commission approves the minutes as amended for  
the April 5, 2016 Planning Commission meeting as printed.

Yes: Farmer, Florine, Grimes, Krueger, Pinkston, Ridley, Stephens, Conner,  
Culinski.

No: None. Motion declared carried.

**MEETING OPENED TO THE PUBLIC:**

None.

**BUSINESS:**

**Public Hearing  
Medical Marijuana Ordinance**

Open at 7:16 p.m.

Joel McRee, resident at 5063 Brady, opposed the Medical Marijuana Ordinance.

Closed at 7:20 p.m.

**Resolution No. 160503-03**

**(Carried)**

Motion by Planning Commission Member Conner  
Second by Planning Commission Member Farmer

**WHEREAS**, the City of Swartz Creek Planning Commission has been considering changes to the zoning ordinance as it relates to Medical Marijuana Growing Facilities and Medical Marijuana Dispensaries; and

**WHEREAS**, a public hearing, posted in accordance with state law, was held on May 3, 2016 for the purpose of hearing persons interested in:

1. A change of the zoning text for Section 16.02 to add “medical marijuana (marihuana) growing facility” to the list of permissible special land uses in the Light Industrial (I-1) zoning district.
2. Potential Amendments to Section 2.07 Definitions M-N
3. Potential Amendments to Section 30.09 Special Land Use Specific Requirements

; and

**WHEREAS**, the Planning Commission held a public hearing at their regular meeting on May 3, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek Planning Commission hereby recommends the Swartz Creek City Council make the following amendments to the City of Swartz Creek Code of Ordinances, Appendix A:

1. A change of the zoning text for Section 16.02 to add “medical marijuana (marihuana) growing facility” to the list of permissible special land uses in the Light Industrial (I-1) zoning district.

Yes: Florine, Grimes, Krueger, Pinkston, Ridley, Stephens, Conner, Culinski, Farmer.

No: None. Motion declared carried.

**Public Hearing  
Master Plan Review**

Open at 7:53 p.m.

No comments.

Closed at 7:53 p.m.

**Master Plan Update**

**Resolution No. 160503-04**

**(Carried)**

Motion by Planning Commission Member Krueger  
Second by Planning Commission Member Florine

**I Move** the Swartz Creek Planning Commission incorporate the comments made in the letter from the airport into the master plan thus updating our section making it current.

Yes: Grimes, Krueger, Pinkston, Ridley, Stephens, Conner, Culinski, Farmer, Florine.

No: None. Motion declared carried.

**Master Plan Review**

**Resolution No. 160503-05**

**(Carried)**

Motion by Planning Commission Member Krueger  
Second by Planning Commission Member Conner

**WHEREAS**, the City of Swartz Creek master plan was last revised on February 10, 2010; and

**WHEREAS**, the Michigan Planning Enabling Act requires a plan to be reviewed every five years in order to maintain its applicability and maximum legal integrity; and

**WHEREAS**, the City Council directed the planning commission to review and potentially revise the master plan; and

**WHEREAS**, the planning commission, after hosting workshops, public meetings, and reviewing the existing plan, revised the master plan to include considerations for the following:

1. The closure of Sports Creek Raceway
  2. The construction of Meijer
  3. The continued decrease in taxable values and state revenue sharing
  4. Changes in city staffing levels/services
  5. Changes in demographics and economics
  6. Related changes to the city’s land uses and expectations
- ;and,

**WHEREAS**, the planning commission finalized updates and recommended distribution of the draft plan at their regular meeting on January 5, 2016, and the city council confirmed this distribution on February 8, 2016; and,

**WHEREAS**, notice has been posted and copies of the master plan have been distributed in accordance with state law; and,

**WHEREAS**, the plan has been approved by the Genesee County Metropolitan Planning Commission and a public hearing was held on May 3, 2016.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek Planning Commission hereby recommends final approval of the Master Plan by the Swartz Creek City Council with the following changes:

- 1 The title and date of the plan shall be updated to calendar year 2016 throughout the document.
2. Update street proposal results and inclusion of airport comment.

Yes: Krueger, Pinkston, Ridley, Stephens, Conner, Culinski, Farmer, Florine, Grimes.  
No: None. Motion declared carried.

**Meeting Open to Public:**

No comments.

**Remarks By Planning Commission:**

Commissioner Krueger mentioned he attended Mr. Terpening's funeral. Darrell his son plans on continuing plans with the assisted living with no delay.

Commissioner Florine commented he had good conversation with The Terpening's and they were good folks.

Commissioner Ridley questioned of any new information on the race track. Mr. Zettel responded he has none.

Commissioner Conner commented about the properties the city owns in Winchester Woods.

**Adjourn**

**(Carried)**

**Resolution No. 160503-06**

Motion by Planning Commission Member Conner  
Second by Planning Commission Member Florine

**I Move** the Swartz Creek Planning Commission adjourns the May 3, 2016 Planning Commission meeting.

Unanimous voice vote,

Motion declared carried.

Meeting adjourned at 8:10 p.m.

---

Robert T. Florine,  
Secretary



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention.™*

May 18, 2016

Mr. Adam Zettel, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Subject: Bid Summary – Elms Park Restrooms

Dear Mr. Zettel:

Enclosed, please find a copy of the bid summary for the above referenced project. All bids were opened and read at the bid opening on Wednesday, May 18, 2016 and have been reviewed and audited. The “as read” low bidder, Oak Construction Corporation, remains the audited low bidder for the project with an alternate bid price of \$36,783.

We have worked successfully with Oak Construction Corporation on similar projects in the past and it is our recommendation to award them the contract for this work.

If you have any questions or need additional information regarding this matter, please feel free to contact me at (810) 341-7500.

Sincerely,  
ROWE Professional services company



Louis P. Fleury, P.E.  
Project Manager

Attachment: Bid Summary

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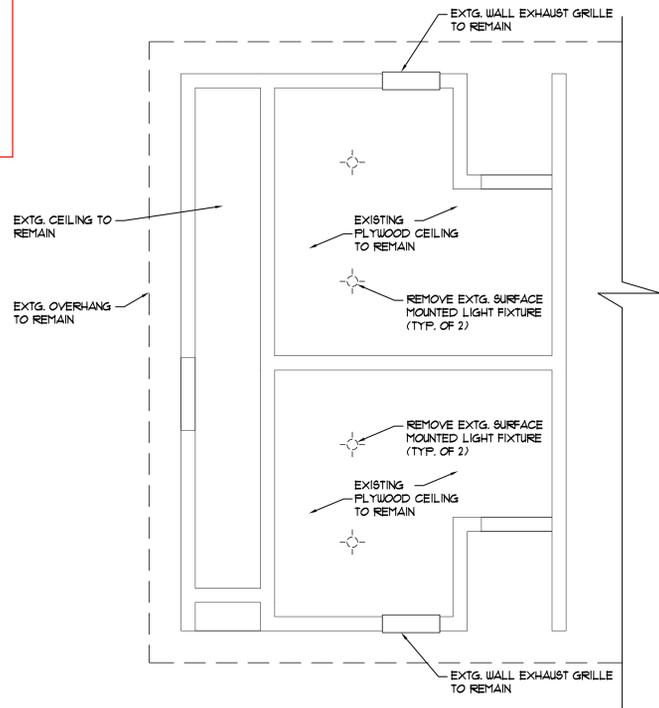
# TABULATION OF BIDS



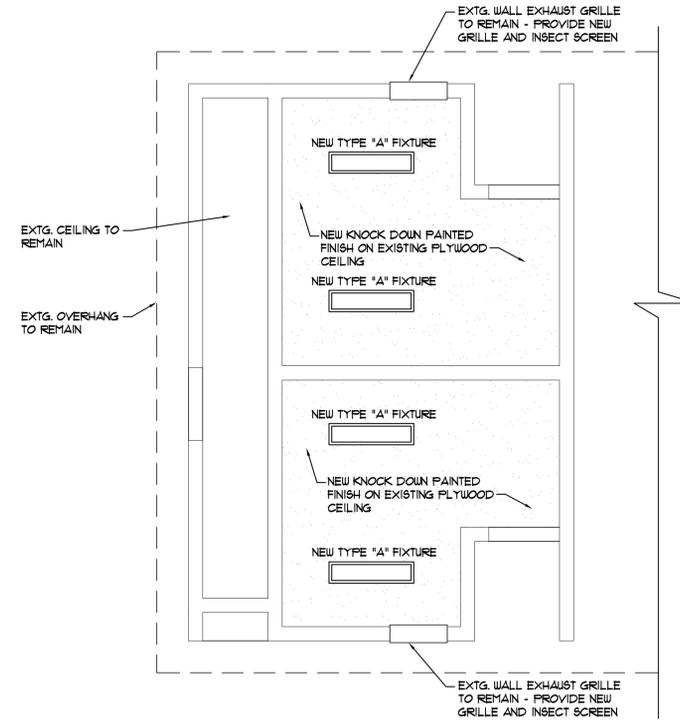
OWNER: City of Swartz Creek  
PROJECT: Elms Park Restroom Renovations  
JOB NO.: 14C0215  
DATE: May 18, 2016

	BASE BID	ALTERNATE NO.1 (ADD)	TOTAL
Oak Construction Corporation	\$34,893.00	\$1,890.00	\$36,783.00
Case Construction Company	\$39,500.00	\$3,050.00	\$42,550.00
J. Perez Construction	\$43,800.00	\$7,661.00	\$51,461.00
Castles Brothers, Inc.	\$49,000.00	\$3,800.00	\$52,800.00

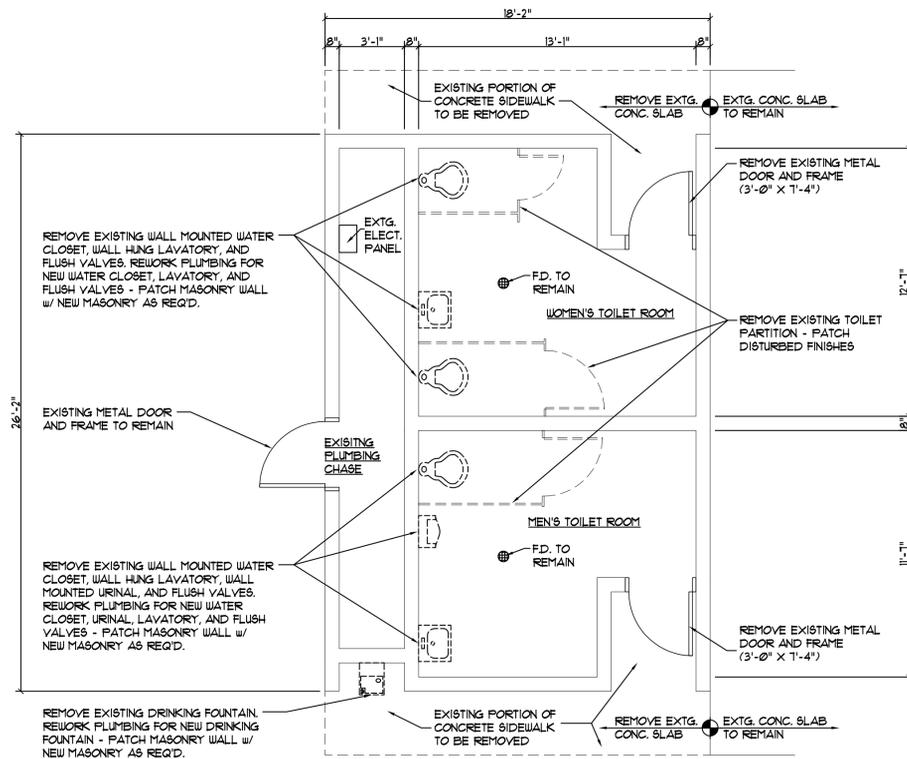
Plans for illustrative purposes only. Final construction plans may differ.



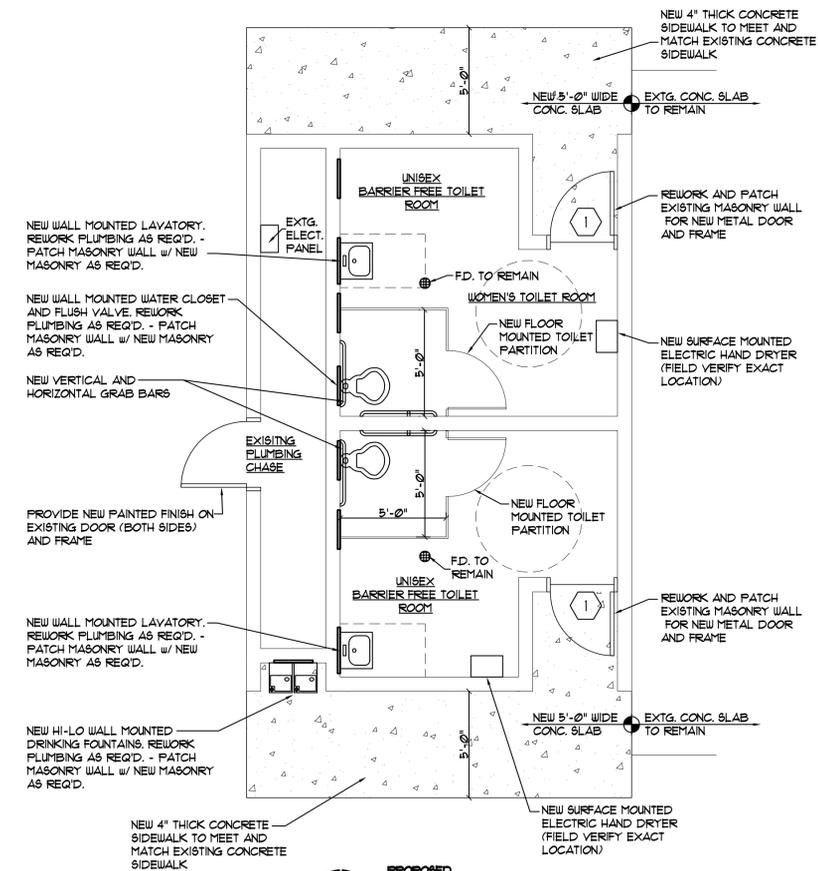
EXISTING AND DEMOLITION  
**CEILING PLAN**  
 SCALE: 1/4" = 1' - 0"  
 0 1 2 4



PROPOSED  
**CEILING PLAN**  
 SCALE: 1/4" = 1' - 0"  
 0 1 2 4



EXISTING AND DEMOLITION  
**FLOOR PLAN**  
 SCALE: 1/4" = 1' - 0"  
 0 1 2 4



PROPOSED  
**FLOOR PLAN**  
 SCALE: 1/4" = 1' - 0"  
 0 1 2 4

**GAZALL, LEWIS & ASSOCIATES ARCHITECTS, INC.**  
 MOTT FOUNDATION BUILDING  
 503 SOUTH SAGINAW STREET SUITE 100  
 FLINT, MICHIGAN 48502  
 PHONE (810) 239-4691  
 FAX (810) 239-5191  
 G.L@GAZALL-LEWIS.COM  
 WWW.GAZALL-LEWIS.COM  
 DATE SEPTEMBER 23, 2015 1:54pm



PAVILION TOILET ROOM RENOVATIONS  
**ELMS PARK - SWARTZ CREEK**  
 ELMS RD. SWARTZ CREEK, MICHIGAN

COMMISSION  
**1474**

SHEET  
**A1.1**

# Flint syndrome: Fewer cops, abandoned parks, and why more cities may crumble



By **Ron French | Bridge Magazine**

on May 12, 2016 at 10:45 AM, updated May 12, 2016 at 11:07 AM

In one decade, Michigan cities lost 2,300 police officers.

That's like laying off every Michigan State Police trooper. Twice.

Ann Arbor lost 23 percent of its police force; Saginaw, 41 percent; Troy, 48 percent.

And it only happened here. No other Midwestern state witnessed anything close to the massive police layoffs that occurred in Michigan between 2005 and 2014.

The distinction isn't about crime rates but the arcane issue of municipal finance. Simply put, Michigan funds its cities differently than most states. As a result, the old industrial city of Flint is in notably worse financial shape than the old industrial city of Toledo, just across the state line.

The disappearance of one in five city police officers may be the most noticeable impact of Michigan's growing municipal finance crisis, but it's far from the only one. In some cities, dwindling revenues have meant abandoned parks or cuts to youth programs. Other communities have deferred maintenance on streets and buildings, or are holding fundraisers to buy basic fire equipment.

## **Wayne: Need fire hoses? Pass the hat**

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[Battle Creek: A starving Cereal City](#)

[Flint syndrome: Fewer cops, abandoned parks, and why more cities may crumble](#)

[Wayne: Need fire hoses? Pass the hat](#)

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And then there's Flint, where high levels of lead in the drinking water potentially caused life-long neurological damage to thousands of children. The series of bad decisions that led to the drinking water crisis in that cash-starved city emerged from the same milieu of state-level choices cracking the budgets of cities across Michigan.

Flint, with its tragic decision to save money by switching its water source without properly safeguarding the new water supply, is only the most grievous example. But it is hardly alone among Michigan cities and towns that are facing seismic decisions about how to provide basic services to residents in the face of grim revenue numbers.

Call it the Flint Syndrome, where systemic, long-term disinvestment has imperiled the safety and frayed the quality of life for residents of many Michigan cities.

And the grim choices cities must make are likely going to get worse, unless the state makes fundamental changes to the way cities are funded, say municipal finance experts.

"Cities are bound and gagged financially by the state," said Mitch Bean, former long-time director of the nonpartisan House Fiscal Agency. "And there's no way out."

### **Searchable database: How many cops has YOUR town lost?**

#### **State's role in starving cities**

Josh Sapotichne, assistant professor of political science at Michigan State University, looked at a map showing the locations of financially distressed cities in the U.S., and noticed something odd. Most distressed cities were clustered in only a handful of states.

Michigan is one of only three states with a double-digit number of cities designated as financially distressed since 2000, according to data he shared with Bridge. Michigan has had 11 designations (Flint and Hamtramck, twice); Ohio, 13, and Pennsylvania, 14. California cities have had their own financial struggles, with several declaring bankruptcy, but the state has no state program to take over the books of cash-strapped municipalities.

"It's not like Michigan is the only state in the nation with cities that are dealing with the consequences of post-industrialism," Sapotichne said. "So why is it happening here and why hasn't it happened elsewhere?"

The surprising answer, **according to a report** by Sapotichne and a group of MSU researchers: most cash-starved cities weren't broke because of something they'd done; they were broke because of things their state had done.

### **Related: City blues: MSU study finds state tax polices cripple cities**

"Michigan incubates municipal financial distress," Sapotichne told Bridge. "There's a reason why cities in North Carolina or Tennessee are not experiencing the same kinds of financial pressures. Even an all-star team of city officials and managers could not design a strategy to manage their way through the constraints Michigan's policies place on a Flint, an Ecorse, or a Benton Harbor."

Those restraints, the report suggests, are an accumulation of decisions by legislators and the public that date back 40 years. Those decisions include:

#### **Headlee Amendment**

In 1978, the **Headlee Amendment** limited increases in property tax revenue collected by cities to the rate of inflation. So during years when property assessments increased more than inflation, millage rates were reduced so total property tax revenue matched the inflation rate. But cities could bump their millage rates back up in years when property tax increases were going to be below the inflation rate. The result: cities lost a lot of revenue in years when property values were skyrocketing, but could make up only some of that loss in other years.

#### **Proposal A**

In 1994, voters approved **Prop A**, which put a cap on property assessment increases of 5 percent or the rate of inflation,

whichever was less. In simplest terms, property tax revenues, the bread-and-butter of city budgets, could go down quickly and steeply when property values spiraled, as they did during the Great Recession, but could never go up quickly.

Farmington Hills, for example, lost so much property value during the Great Recession that, given Prop A's limits on increases, it will take until 2038 just to get back to pre-recession assessment levels – without taking inflation into account, according to calculations by Robert Kleine, former Michigan treasurer.

Prop A also nixed the provision in Headlee that allowed cities to "roll up" their millage rates when the rise in taxable value was less than inflation; that revision made it easy for cities to lose money, but impossible to gain it back. Combined with Headlee, Michigan devised the **second-tightest local taxation limits in the nation**, ahead of only Colorado.

### **Revenue sharing**

All of which left Michigan cities more reliant on revenue sharing, which is a share of sales tax collected by the state and distributed to cities, villages and townships. The state is required by the state constitution to distribute 15 percent of sales tax revenue to these local governments; **a 1998 law** passed by the Legislature sets the distribution of another 21.3 percent of the first 4 percent of sales tax revenue to cities. But while setting that distribution level, the law doesn't require the appropriation. So every year, the legislature decides whether that money actually goes to cities, or is used for other things in the state budget. The Legislature and a series of Republican and Democratic governors have routinely kept some of that 21.3 percent for other uses. By 2015, about \$5.5 billion in revenue sharing had been diverted from the cities and towns that were supposed to benefit from that money (another estimated \$2 billion has been kept from counties).

With full revenue sharing since 2002, Grand Rapids would have \$82 million more in its coffers; Lansing, \$63 million; Flint, \$62 million.

"Cities are on the bottom of the food chain," Sapotichne said. "If the state needs to balance a budget, they can not make good on these commitments on revenue sharing made in the '90s."

You can look up how much your community has lost in revenue sharing **here**.

"For most cities, about 75 percent of revenue comes from property taxes and revenue sharing," said Anthony Minghine of the Michigan Municipal League, which advocates for Michigan cities. "One is horribly restrained and the other is cut drastically. So cities are never getting ahead of the game."

Gideon D'Assandro, spokesperson for House Speaker Kevin Cotter, R-Mt. Pleasant, suggested to Bridge in November that Michigan cities have no one to blame but themselves for their financial mess.

Legacy costs - expensive retiree health care and pensions - is hurting cities, D'Assandro said. Sapotichne's report also cites legacy costs as a contributing factor in city budget problems. "There do appear to be some bad deals out there," D'Assandro said.

### **Shedding police**

The impact of fiscal limitations can be seen in police departments in cities across the state.

Michigan's 22 largest communities and 48 of the top 50 had fewer police officers per capita in 2014 than a decade earlier. (St. Clair Shores and Muskegon had slightly more police per capita.)

Michigan cities fell even farther behind the nation and the Midwest. On average, Michigan cities had 17 percent fewer cops than their Midwestern neighbors in 2005; by 2014, Michigan cities had 24 percent fewer police officers (1.6 police per 1,000 Michigan city residents, compared to 2.1 across the Midwest).

While Michigan has the fewest city police officers, its cities have the highest rate of violent crime and motor vehicle theft in the Midwest. Minnesota added officers in the decade, despite having the lowest violent crime rate in the Midwest.

Flint, with one of the highest rates of violent crime in the nation, was forced to cut its police force from 244 in 2005 to 102 a decade later. By comparison, fellow rust belt city Toledo has more than twice the number of cops per capita, despite a lower

violent crime rate than of Flint.

In Hazel Park, the police force has been trimmed from 40 to 33 in recent years. "There's a minimum number of human bodies you need to perform services," said City Manager Edward Klobucher. "Nobody wants to relocate to a community that can't protect itself."

The impact on public safety is not immediately clear. There's no crime data to suggest the decline in police officers in Michigan cities has made cities less safe. Crime rates in Michigan have **dropped over the past 20 years**, as they have nationally.

But police do more than investigate murder, rape, assault, car thefts and burglaries. They are there when there's a car accident, or when a woman is menaced by her spouse or partner (domestic violence is a crime but not in federal crime statistics). They do crowd control and catch speeders. They line the street when there's a parade and stroll the stands at Friday night football games.

And in places like Wayne, near Detroit, where the force has shrunk from 42 to 23 officers over the past decade, they routinely work 12-hour shifts to keep residents safe. "Every night I go to bed and I pray that they come home okay," Wayne Mayor Susan Rowe told Bridge of her city's overworked patrol officers. "I fear for their safety."

The impact of fewer officers may show up in other ways.

In Bay City, for example, drunk driving arrests have **declined with the number of police officers**.

"With less people ... less gets done," Bay City Public Safety Director Michael Cecchini told MLive in 2013.

In Ann Arbor, where the police force shrank 23 percent, the decline has meant the elimination of the drug education DARE program in schools and dedicated foot patrols on the city's main thoroughfares.

Because the cuts occurred over more than a decade, there has been little public notice that a police force that once stood at 198 is down to 122, with officers working 12-hour shifts, said Ann Arbor Police Chief Jim Baird.

"I think the public has been shielded (from the cuts)," Baird said. "Police are always going to provide the core services. It's the other stuff that falls by the wayside."

Other public-safety funding cuts are harder to hide. **In Battle Creek**, the police station smells of sewage, and office supplies are stored on shelves in the women's bathroom.

Back in the city of Wayne, community members held a fundraiser at a bowling alley **to raise funds for new fire hoses**.

"Wayne has a stable population, middle-class housing stock and a large, operating industrial complex, and it's still almost bankrupt," said Minghine of the Michigan Municipal League. "That's the world we live in."

Because the financial squeeze on local governments happened gradually, deferred maintenance on sewer systems, old playground equipment and outdated public safety vehicles aren't noticed by the public until there's a problem. MSU's Sapotichne compared it to a man eating bacon cheeseburgers every day. Outwardly, his health may seem fine, right up to the day he has a heart attack. "We're feeling the cumulative effect of 40 years of choices," Sapotichne said. "This structural financial gap is toxic to cities.

"Cities are going to make mistakes, because they're being squeezed," Sapotichne said. "And the consequences of those mistakes are exacerbated because of this financial structure."

Those mistakes could mean bankruptcy.

In Flint's case, it meant poisoned water.

"If all these cities are struggling, it tells you there's something wrong with the model," Minghine said. "We lose sight of how everyone is dancing on the edge of the cliff."

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# Could Flint bail out on KWA water pipeline?



By **Ron Fonger** | [rfonger1@mlive.com](mailto:rfonger1@mlive.com)  
 on May 15, 2016 at 7:35 AM, updated May 15, 2016 at 9:09 AM

FLINT, MI — With the Karegnondi Water Authority pipeline to Lake Huron just months from reaching Flint, Mayor Karen Weaver isn't sold on continuing as a full partner in the \$247-million project.

"No decision has been made yet on whether Flint should remain a partner with the KWA, but with so much of the pipeline already built, it is not a decision the mayor plans to make without weighing all the consequences involved," Kristin Moore, a spokeswoman for the mayor, said in an email to MLive-The Flint Journal.

Although the city's pipeline commitment has been considered a foregone conclusion since former state treasurer Andy Dillion gave former emergency manager Ed Kurtz permission to join the KWA in 2013, the **Flint water crisis** helped unsettle that assumption, raising questions about the city's capacity to treat its own water in the future.

EPA officials have raised concerns that the city did not have enough qualified employees to perform basic water treatment when the plant went into full-time operation in April 2014.

Employees who were on the job struggled to control bacteria, lead and elevated levels of total trihalomethanes, leading to violations of the Safe Drinking Water Act.



## Former state treasurer assumed Flint wouldn't use river for drinking water

The questions about the KWA come even though Flint's full faith and credit was pledged to debt service on the pipeline at a heavy cost — estimated at \$7 million per year for the next 28 years.

Those payments don't include the cost of pumping water to Flint, treating and distributing it.

If Flint doesn't make its bond payment, Genesee County — the other primary partner in the KWA — is on the hook to take over the city's debt because the county pledged its full faith and credit to the project.

## Rating agencies take notice as Genesee County pledges to cover Flint's pipeline borrowing

### FLINT WATER

[Could Flint bail out on KWA water pipeline?](#)

[Lawyers for state, Flint officials ask judge to stay out of water crisis](#)

[Flint water rates could double without changes to system, state treasurer says](#)

[Judge to hear arguments in Flint water crisis lawsuit](#)

[MSU, humane society to hold lead testing for dogs in Flint water crisis](#)

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Flint Councilman Eric Mays said he is hearing from citizens who support finding a way out of the KWA, which they identify as having been a key trigger in the decision to use the Flint River as city's temporary water source more than two years ago.

Flint's water crisis started after the city stopped buying pre-treated water from Detroit and started treating river water at its own plant until the KWA pipeline was complete.

The new pipeline will also deliver untreated water to Flint, but it is expected to be of a higher quality and less complicated to treat than the river was.

Weaver was elected mayor in November, one month after the city was reconnected to what was the Detroit water system.

The Great Lakes Water Authority currently operates that system and a spokeswoman said there has been limited contact between the mayor and GLWA, which is interested in keeping Flint as a customer.

Amanda Abukhader, a spokeswoman for the GLWA, said the existing emergency service agreement with Flint is set to expire in mid-July but the authority "would welcome the opportunity to continue to service Flint."

Abukhader said GLWA, which also gets its water from Lake Huron, has not been approached by Flint officials or the state to extend the current agreement to sell water to Flint.

"There are no conversations taking place between the GLWA and the city of Flint pertaining to water service," he said.

In an email to MLive-The Flint Journal, Abukhader said representatives of the GLWA and Weaver have met previously to discuss "the status of their service."

Genesee County Drain Commissioner Jeff Wright says he has heard some of the second-guessing about Flint's commitment to the KWA but not directly from the mayor, who is a member of the KWA Board of Directors as is Mays.



### Massive KWA pipeline project moves ahead during Flint water crisis

Although Flint has no obligation to buy water from the new pipeline, Wright said the city is required to make bond payments for its share of the construction cost.

Based on Flint's water demands, the pipeline and its components were built to a size that accommodated the city, increasing the cost of the project, the drain commissioner said.

Wright said the KWA will offer the highest quality water for the city at the lowest available cost.

But other potential options, including the GLWA, are being considered.

A subcommittee of the Flint Water Interagency Coordinating Committee created by Gov. Rick Snyder is working on a report designed to help the city identify its permanent primary and backup water sources.

The choices identified by the group as potential primary sources to date: Flint treatment of raw water from the KWA, delivery of treated water from Genesee County or delivery of treated water from GLWA.

The county is building its own water treatment plant in concert with the KWA pipeline.

Mays said he believes Flint will remain a part of the KWA but said it's not a certainty.

"I believe people are talking like that because of the last attempt to treat Flint River water," Mays said. "I don't think we'll get out of it, but I have no problem asking the questions. My job is to investigate, ask questions and explain."

Moore's email says Weaver and her staff "are still deciding what next steps to take on the ... pipeline.

"The mayor's appointees on the KWA board are playing an important role and are studying the many aspects that affect Flint," the statement says.

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## City of Swartz Creek Budget Summary for Fiscal Year 2016 -2017

Below is a summary of each Fund for the next budget starting July 1, 2016 to June 30, 2017. Attached you will find a detailed spreadsheet for each Fund.

### 101 General Fund

Most of the General Fund Revenues are from Property Tax Revenues, Public Safety Special Assessment and Constitutional Sales Tax. These sources make up about 80% percent of the General Fund Revenue. The remainder includes various fees for services including, Building, Zoning and Planning, Park Admission Fees, Police Department Fees and reimbursement for a Police officer assigned to Swartz Creek Community Schools. This year will be the last year for the special assessment for Springbrook East and Heritage Village, amount estimated for 2016-2017 is \$30,530.10. We do not expect to see an increase in General Fund Revenues in the next few years; we are hoping that revenues will remain stable.

Current Revenues for the General Fund are estimated at \$2,410,900. The original budgeted amount for 2015-2016 revenues was \$2,259,665 comparing the estimated amount for 2016-2017, the difference can be attributed to the City hall debt reclassification of \$59,100 and DNR contribution of approximately \$45,000 for the Elms Park project and estimated Tot Lot donations of \$25,000. The remaining difference is about \$22,135 which would be about a one percent increase in revenue from last year. The proposed budget for fiscal year 2016-2017 would result in a decrease of fund balance in the amount of \$63,331.

### Expenses

Expense lines for wages and benefits will reflect changes for several reasons. Current staff assignments were re-evaluated and changes were made among all funds. As of January the cost of medical insurance in most of our departments decreased due to the change in BCN plan adopted by the City, however we have no idea what the increase may be as of January 1, 2017. Municipal Employees' Retirement System (MERS) has also increased the required contribution for most of the City of Swartz Creek defined benefit plans as discussed below.

For the 2016-2017 fiscal budget we have an increase in the required contribution for the MERS defined benefit plan that covers AFSCME and Supervisor Association eligible employees and eligible retirees. Currently we have no active employees under the Supervisors Group for MERS defined benefit plan, we have two employees that are still active under the MERS AFSCME group, and our 6 full time police officers are under the FOP MERS division.

Last year we were not required to make a contribution for the Supervisors Association, this year the required annual contribution is \$51,852. The General Fund is responsible for approximately 64% of this contribution.

The AFSCME contribution for fiscal year 2016-2017 increased from \$31,284 to \$45,996, of this the General Fund is responsible for about 49% of this contribution.

The FOP contribution is directly affected by the gross wages earned by the full time police officers that are covered under the MERS defined benefit plan. The City's current year required contribution was 19.87%, it will decrease to 16.47% as of July 1<sup>st</sup>, this is only paid by the General Fund. The overtime

earned by each full time police officer next year will impact the total contribution, especially if it exceeds budgeted amounts and also impacts future annual payments. If the City of Swartz Creek were to come to an agreement to form a police authority with Mundy Township, the MERS contribution for FOP would be recalculated, we would then adjust our budget to the new required contribution. Once the Police Authority is formed more than likely the current pension plan would be closed and a new pension plan will be created for the Authority, however the City of Swartz Creek would still be responsible for completely funding the current FOP defined benefit plan and also contributing to the new plan simultaneously.

Information provided to us from MERS as of October 15, 2015 reflected the future estimated annual contribution to be made by the City of Swartz Creek to cover the unfunded accrued liability is as follows:

7/1/2016	\$162,684		
7/1/2017	\$223,940	\$61,256	difference between 2016 & 2017
7/1/2018	\$300,281	\$76,341	difference between 2017 & 2018
7/1/2019	\$384,198	\$83,917	difference between 2019 & 2018
7/1/2020	\$482,091	\$97,893	difference between 2019 & 2020
7/1/2021	\$643,104	\$161,013	difference between 2020 & 2021

Again it is important to note that these amounts are updated by MERS every year based on a number of assumptions, including the actual market investment returns.

As noted above there is a significant increase in the required contribution from year to year. These amounts could change based on employee census, actual earnings by employees, current rate of investment returns and changes in assumptions made by the actuary, etc. In summary we will expect to see a considerable increase in required monthly payments to each of these divisions in the next few years. With no identifiable increase in revenue it will be difficult to have a balanced budget if the payments noted above are accurate, and could result in a decrease in fund balance to meet this obligation.

Expenses other than employee wages and benefits for the most part are very similar to this current year. The Executive Department is higher due to funds being appropriated for continued exploration of the shared services with Mundy Township. We have also included the MERS payment for the supervisor's division and AFSCME under this department.

The Elections department has added \$12,000 for new election equipment. At this time the Bureau of Elections for the State of Michigan has stated that local governmental units will have to contribute to the purchase of new election equipment but has not yet selected the equipment, therefore actual costs have yet to be determined.

The department for Elms Park includes the Park renovations and the Tot Lot improvements that are scheduled for later this year. At this time we have an estimate of what the City of Swartz Creek may have to contribute to these projects, which is reflected in our proposed budget.

## Transfers

Transfers out from the general fund for the proposed budget are as follows:

The maximum to be transferred out for Flint Area Narcotics Group (FANG) dues is \$7,851

Transfer out for City Hall debt will be \$98,500 (This includes contributions from the General Fund, Garbage Fund, Major and Local Street Funds)

Transfer out to Local Street Fund in the amount of \$45,000

A transfer of \$30,000 to the Fire Equipment Fund for future Fire Equipment purchases.

**In summary the General Fund is expected to have a positive Fund balance of \$1,560,154 at the end of fiscal year June 30, 2016.**

<b>General Fund Revenues for FY 2017 are estimated at</b>	<b>\$2,410,900</b>
<b>General Fund Expenses are estimated at</b>	<b>\$2,473,231</b>
<b>Net of Revenues/Appropriations</b>	<b>(\$62,331)</b>
<b>Effect on Fund Balance is</b>	<b>(\$62,331)</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$1,560,154</b>
<b>FY 17 change in fund balance</b>	<b>(\$62,331)</b>
<b>Estimated Year End General Fund Balance at June 30, 2017</b>	<b>\$1,497,823</b>

## 202 Major Street Fund

Over all we expect to see a small increase in revenues for the Major Street Fund. Revenues for both Major and Local Street funds are received thru Act. 51. We expect to receive approximately \$62,000 from MDEQ for the Fairchild-Miller/Winston-Miller intersection project. At this time we are proposing a transfer of \$147,200 into the Local Street Fund. This will decrease the Fund balance for Major Streets as noted below. No major street projects are in the works for the 2016-2017 fiscal year. Funds support the following activities: street reconstruction, routine maintenance of main streets, removal of snow and ice, street sweeping, bridge maintenance, maintenance of Miller Rd Park and Ride, maintenance of intercommunity storm drains and paint striping of streets and parking lots.

<b>Major Street Fund Revenues for FY 2017 are estimated at</b>	<b>\$442,400</b>
<b>Major Street Fund Expenses are estimated at</b>	<b>\$572,200</b>
<b>Net of Revenues/Appropriations</b>	<b>(\$129,800)</b>
<b>Effect on Fund Balance a decrease of</b>	<b>(\$129,800)</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$698,665</b>
<b>FY 17 Estimated decrease in Fund Balance</b>	<b>(\$129,800)</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$568,865</b>

### 203 Local Street Fund

Overall we expect to see a small increase in revenues for the Local Street Fund. Revenues for the Local Street Fund are received thru Act 51. At this time we have budgeted a transfer in from the Major Street Fund of \$147,200 and also a transfer from the General Fund of \$45,000. It is important to note that some Federal/State Grants require matching funds from Local Units in order to receive these grants. Local matches cannot be from ACT 51 monies, only General Fund monies or Local Street levies are considered as local matches.

Funds support the following activities: street reconstruction, routine maintenance of Local Streets, removal of snow and ice, street sweeping and maintenance of Intercommunity storm drains. Expenses reflect about 60% of the preservation and preventative maintenance contract for Parkridge and Yarmy

<b>Local Street Fund Revenues for FY 2017 are estimated at</b>	<b>\$336,702</b>
<b>Local Street Fund Expenses are estimated at</b>	<b>\$354,192</b>
<b>Net of Revenues/Appropriations</b>	<b>(\$17,490)</b>
<b>Effect on Fund Balance is a decrease of</b>	<b>(\$17,490)</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$201,110</b>
<b>FY 17 Estimated increase in Fund Balance</b>	<b>(\$17,490)</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$183,620</b>

### 204 Municipal Street Fund

Revenues from the Street Initiative Proposal passed at the May 3, 2016 special election will be tracked in this fund. The summer tax bill will include the \$4.22 mil levy.

#### Municipal Street Fund

<b>Revenues for FY 2017 are estimated at</b>	<b>\$608,000</b>
<b>Expenses are estimated at</b>	<b>\$ 0</b>
<b>Net of Revenues/Appropriations</b>	<b>\$608,000</b>
<b>Effect on Fund Balance an increase of</b>	<b>\$608,000</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$ 0</b>
<b>FY 17 Estimated increase in Fund Balance</b>	<b>\$608,000</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$608,000</b>

**226 Garbage Fund**

The majority of the revenue for the Garbage Fund is from the annual tax levy for garbage. This fund provides the revenues for sanitation collection which includes garbage pickup, recycling (Contracted Service) and brush chipping. This fund also contributes to the garbage cleanup for other city properties such as the parks.

<b>Garbage Fund Revenues for FY 2017 are estimated at</b>	<b>\$380,907</b>
<b>Garbage Fund Expenses are estimated at</b>	<b>\$427,207</b>
<b>Net of Revenues/Appropriations</b>	<b>(\$46,300)</b>
<b>Effect on Fund Balance a decrease of</b>	<b>(\$46,300)</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$269,603</b>
<b>FY 17 Estimated decrease in Fund Balance</b>	<b>(\$46,300)</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$223,303</b>

**248 Downtown Development Fund**

Revenues and expenses are from the capture of tax dollars within the DDA district and grants from private entities for family movie night. Expenses cover a variety of services including the façade program, developing the properties on Fortino Drive and streetscape improvements/parking additions.

<b>Revenues for FY 2017 are estimated at</b>	<b>\$67,900</b>
<b>Downtown Development Fund Expenses are estimated at</b>	<b>\$67,730</b>
<b>Net of Revenues/Appropriations</b>	<b>\$ 170</b>
<b>Effect on Fund Balance an increase of</b>	<b>\$ 170</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$38,306</b>
<b>FY 17 Estimated increase in Fund Balance</b>	<b>\$ 170</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$38,476</b>

**265 Drug Enforcement Fund**

Revenues are transferred in from the General Fund and this fund pays for the City of Swartz Creek participation in the Flint Area Narcotics Group (FANG).

<b>Revenues for FY 2017 are estimated at</b>	<b>\$ 7,851</b>
<b>Expenses are estimated at</b>	<b>\$ 7,851</b>
<b>Net of Revenues/Appropriations</b>	<b>\$ 0</b>

Effect on Fund Balance an increase of	\$ 0
Estimated Fund Balance as of June 30, 2016	\$ 3,764
FY 17 Estimated increase in Fund Balance	\$ 0
Estimated Year End Fund Balance at June 30, 2017	\$ 3,764

### **350 City Hall Debt Fund**

Revenues come in from the General Fund, Garbage Fund, Water and Sewer Fund to meet the annual bond payment due for the Construction of City Hall building. Last payment due May 2021.

#### **City Hall Debt Fund**

Revenues for FY 2017 are estimated at	\$98,535
Expenses are estimated at	\$98,000
Net of Revenues/Appropriations	\$ 535
Effect on Fund Balance an increase of	\$ 535
Estimated Fund Balance as of June 30, 2016	\$ 1,662
FY 17 Estimated increase in Fund Balance	\$ 535
Estimated Year End Fund Balance at June 30, 2017	\$ 2,197

### **402 Fire Equipment Replacement Fund**

Revenues are transferred in from the General Fund and accumulate for future fire equipment replacement.

#### **Fire Equipment Replacement Fund**

Revenues for FY 2017 are estimated at	\$ 30,060
Expenses are estimated at	\$ 0
Net of Revenues/Appropriations	\$ 30,060
Effect on Fund Balance an increase of	\$ 30,060
Estimated Fund Balance as of June 30, 2016	\$ 50,131
FY 17 Estimated increase in Fund Balance	\$ 30,060
Estimated Year End Fund Balance at June 30, 2017	\$ 80,191

### 590 Water Fund

The majority of revenues are collected from the readiness to serve fees that are charged, there is also a commodity charge based on the water usage of each customer. At this time we expect to receive another increase thru the Genesee County Drain Commission. For the most part, these rate increases are a result of increases that the Great Lakes Water Authority (GLWA) has passed along to their water customers. The GLWA has yet to announce the amount of any proposed increases once the announcement is made the Water Fund budget will have to be amended based on the rate increase. This current budget does not reflect any funding for future capital improvements. The current budget has an estimated depreciation expense of \$189,000, when we deducted this amount the fund is budgeted to be in a deficit of \$3,040.

<b>Water Fund Revenues for FY 2017 are estimated at</b>	<b>\$1,829,950</b>
<b>Water Fund Expenses are estimated at</b>	<b>\$2,021,990**</b>
<b>Net of Revenues/Appropriations</b>	<b>(\$192,040)**</b>
<b>** INCLUDES DEPRECIATION EXPENSE OF \$189,000</b>	
<b>Effect on Fund Balance a decrease of</b>	<b>(\$192,040)</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$ 6,066,822</b>
<b>FY 17 Estimated decrease in Fund Balance</b>	<b>(\$192,040)</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$ 5,874,782</b>

### 591 Sewer Fund

The majority of revenues are collected from the readiness to serve fees that are charged on every account, there is also a commodity charged based on the water usage of each customer. At this time it is unlikely that we will receive any rate increase from Genesee County Water and Waste.

We continue with the project of flushing and TVing sewers as well as repairs and maintenance of the City's sewer system. Our current contractor is Liqui-Force. We have budgeted for the Cappy Lane lift station repairs, estimated cost for this project is \$301,000. Estimated depreciation expense of \$248,000, when deducted results in a budget deficit of \$291,759.

<b>Sewer Fund Revenues for FY 2017 are estimated at</b>	<b>\$1,289,230</b>
<b>Sewer Fund Expenses are estimated at</b>	<b>\$1,828,989**</b>
<b>Net of Revenues/Appropriations</b>	<b>(\$539,759)**</b>
<b>** INCLUDES DEPRECIATION EXPENSE OF \$248,000</b>	
<b>Effect on Fund Balance a decrease of</b>	<b>(\$539,759)</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$6,961,451</b>
<b>FY 17 Estimated decrease in Fund Balance</b>	<b>(\$539,759)</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$6,421,692</b>

**661 Motor Pool Fund**

Revenues are collected from several departments which include the General Fund, Garbage Fund, Major and Local Street Funds, Water and Sewer Funds for any vehicles/equipment used for department activities. The Motor Pool Fund covers insurance for all vehicles, regular repairs and maintenance of vehicles and City equipment, and the purchase of vehicles and equipment for the Department of Public Services and Police Department. The 2016-2017 budget includes the purchase of a small excavator for the Department of Public Works.

<b>Motor Pool Fund Revenues for FY 2017 are estimated at</b>	<b>\$277,820</b>
<b>Motor Pool Fund Expenses are estimated at</b>	<b>\$261,301</b>
<b>Net of Revenues/Appropriations</b>	<b>\$16,519</b>
<b>Effect on Fund Balance an increase of</b>	<b>\$16,519</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$316,460</b>
<b>FY 17 Estimated increase in Fund Balance</b>	<b>\$ 16,519</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$332,979</b>

**865 Sidewalks Fund**

Revenues and expenses cover the sidewalk repair program and also the cost of snow and ice removal from City of Swartz Creek Sidewalks per city ordinance.

<b>Sidewalk Fund Revenues for FY 2017 are estimated at</b>	<b>\$ 10,000</b>
<b>Sidewalk Fund Expenses are estimated at</b>	<b>\$ 9,500</b>
<b>Net of Revenues/Appropriations</b>	<b>\$ 500</b>
<b>Effect on Fund Balance an increase of</b>	<b>\$ 500</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$ 2,296</b>
<b>FY 17 Estimated increase in Fund Balance</b>	<b>\$ 500</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$ 2,796</b>

**866 Weed Fund**

Revenues and expenses are from the enforcement of the City of Swartz Creek Weed Ordinance.

<b>Weed Fund Revenues for FY 2017 are estimated at</b>	<b>\$ 7,800</b>
<b>Weed Fund Expenses are estimated at</b>	<b>\$ 1,640</b>

<b>Net of Revenues/Appropriations</b>	<b>\$ 6,160</b>
<b>Effect on Fund Balance an increase of</b>	<b>\$ 6,160</b>
<b>Estimated Fund Balance as of June 30, 2016</b>	<b>\$ 20,750</b>
<b>FY 17 Estimated increase in Fund Balance</b>	<b>\$ 6,160</b>
<b>Estimated Year End Fund Balance at June 30, 2017</b>	<b>\$ 26,910</b>

**The City of Swartz Creek currently has these long-term liabilities;**

MERS unfunded liability as of report dated for the period of December 15, 2014 for all defined contribution pensions, active and retired employees in the amount of \$1,000,142.

Unfunded liability for Retiree Health care cost as of June 30, 2015 estimated at \$1,805,763.

City Hall Bond Payment (Swartz Creek Building Authority Bonds Series 2001) last payment due May 1, 2021 balance as of June 30, 2016 \$463,425

Genesee County Sanitary Sewer Disposal System Bonds Series 2006 payments made by the Sewer Fund, last payment will be November 2026, balance as of June 30, 2016 \$619,335.75



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE NATURAL GAS CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-18077**

- Consumers Energy Company is requests Michigan Public Service Commission approval to reconcile its natural gas revenue pursuant to the Revenue Decoupling Mechanism (RDM) for the period January 1, 2016 through January 13, 2016.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201, (800) 477-5050 for a free copy of its application. Any person may review the documents at the offices of Consumers Energy Company.
- A public hearing will be held:

**DATE/TIME:** **Thursday, June 2, 2016, at 10:30 a.m.**

This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge **Dennis W. Mack**

**LOCATION:** Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) April 14, 2016 application, which seeks Commission approval to reconcile revenue pursuant to the natural gas utility RDM for the period January 1, 2016 through January 13, 2016. Consumers Energy also seeks Commission approval to: 1) apply a one-month per customer surcharge or credit, as described in its filing; 2) collect or refund the RDM revenues by rate schedule, based on the projected number customers for the September 2016 billing month; and 3) apply the proposed remaining residual balance reconciliation methodology to any remaining residual balances that continue to exist after the implementation of the proposed surcharges or credits.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 26, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

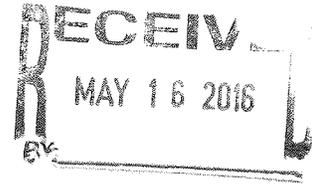
Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's application may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

Jurisdiction is pursuant to 1909 PA 300, as amended, MCL 462.2 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

U-18077 - 1056-G



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
CONSUMERS ENERGY COMPANY  
CASE NO. U-17678-R**

- Consumers Energy Company requests Michigan Public Service Commission approval to reconcile its power supply cost recovery costs and revenues for the calendar year 2015.
- The information below describes how a person may participate in this case.
- You may call or write Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201-2276, (800) 477-5050 for a free copy of its application. Any person may review the application at the offices of Consumers Energy Company.
- The first public hearing in this matter will be held:

**DATE/TIME:** **Monday, June 6, 2016, at 9:00 a.m.**  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge **Sharon L. Feldman**

**LOCATION:** Michigan Public Service Commission  
7109 West Saginaw Highway  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 284-8090 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider Consumers Energy Company's (Consumers Energy) March 31, 2016 application to reconcile its power supply cost recovery costs and revenues for the 12-month period January 1, 2015 through December 31, 2015. Consumers Energy has calculated that it has a total over-recovery for the 2015 PSCR period of approximately \$9.92 million, which is subject to the roll-in treatment as previously authorized by the Commission. This amount is consistent with the Consumers Energy's supplemental direct testimony filing which was required by the Commission.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).

Any person wishing to intervene and become a party to the case shall electronically file a petition to intervene with this Commission by May 30, 2016. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon Consumers Energy's Legal Department – Regulatory Group, Consumers Energy Company, One Energy Plaza, Jackson, Michigan 49201.

Any person wishing to appear at the hearing to make a statement of position without becoming a party to the case may participate by filing an appearance. To file an appearance, the individual must attend the hearing and advise the presiding administrative law judge of his or her wish to make a statement of position. All information submitted to the Commission in this matter becomes public information, thus available on the Michigan Public Service Commission's website, and subject to disclosure. Please do not include information you wish to remain private.

Requests for adjournment must be made pursuant to the Michigan Administrative Hearing System's Administrative Hearing Rules R 792.10422 and R 792.10432. Requests for further information on adjournment should be directed to (517) 284-8130.

A copy of Consumers Energy's request may be reviewed on the Commission's website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets), and at the office of Consumers Energy Company. For more information on how to participate in a case, you may contact the Commission at the above address or by telephone at (517) 284-8090.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in 1982 P.A. 304 proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

Jurisdiction is pursuant to 1909 PA 106, as amended, MCL 460.551 et seq.; 1919 PA 419, as amended, MCL 460.54 et seq.; 1939 PA 3, as amended, MCL 460.1 et seq.; 1969 PA 306, as amended, MCL 24.201 et seq.; 1982 PA 304, as amended, MCL 460.6j et seq.; and the Michigan Administrative Hearing System's Administrative Hearing Rules, 2015 AC, R 792.10401 et seq.

**THE MICHIGAN PUBLIC SERVICE COMMISSION MAY APPROVE,  
REJECT, OR AMEND PROPOSALS MADE BY CONSUMERS ENERGY.**

U-17678R – 1057-E