

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, June 13, 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 23, 2016 MOTION Pg. 25
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 2
  - 6B. Verizon Lease Extension Offer & Original Contract (Business Item) Pg. 44
  - 6C. Proposed Fiscal Year 2017 Budget – Attached (Business Item) Attached
  - 6D. Monthly Reports (Police, DPW, Budget, FANG, Check Register, Building) Pg. 90
  - 6E. MML Workers Compensation & Liability Insurance Invoice (Business Item) Pg. 122
  - 6F. Draft June Park Board Minutes Pg. 139
  - 6G. Tax Foreclosed Properties List Pg. 141
  - 6H. Comcast Notice Pg. 144
  - 6I. MERS Annual Retirement Actuarial Pg. 145
  - 6J. Harness Racing Legislation Update Pg. 173
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Verizon Tower Lease Extension RESO Pg. 13
  - 8B. Fiscal Year 2017 Budget RESO Pg. 14
  - 8C. Election Worker Stipend Adjustments RESO Pg. 22
  - 8D. Meadowbrook Workers Compensation Insurance Invoice Approval RESO Pg. 23
  - 8E. Year End Budget Adjustments RESO Pg. 23
  - 8F. MML Liability Insurance Payment RESO Pg. 24
10. **MEETING OPENED TO THE PUBLIC:**
11. **REMARKS BY COUNCILMEMBERS:**
12. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Fire Board:	<i>City offices will be closed on July 4</i> Monday, June 20, 2016, 6:00 p.m., Public Safety Building
Police Authority:	Wednesday, June 22, 2016, 10:00 a.m., Mundy Twp. Hall
City Council:	Monday, June 27, 2016, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, July 5, 2016, 7:00 p.m., PDBMB
Park Board:	Wednesday, July 6, 2016, 6:00 p.m., PDBMB
Downtown Development Authority:	Thursday, July 14, 2016, 7:00 p.m., PDBMB
City Council:	Monday, July 11, 2016, 7:00 p.m., PDBMB

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

**Regular Council Meeting of Monday, June 13, 2016 - 7:00 P.M.**

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** June 7, 2016

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **OUTSTANDING APPEALS (Update)**

The Genesee Valley Meadows Golf Course is under agreement for an appraisal. This appeal had a financial report due to the Michigan Tax Tribunal on June 3<sup>rd</sup>. Mr. Gildner requested an extension to work on the finer points of the appraisal.

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 file 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)**

I should know more before our meeting since I expect the township to deliberate on this at their meeting on the evening of June 9<sup>th</sup>.

The previous report is as follows:

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>Cost</b>										
<b>Totals:</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)*  
Repairs for Natalie Drive are complete and are in progress for Miller Road. I will keep the city council informed of the progress.
- ✓ **YARMY & PARKRIDGE ROAD WORK** *(Update)*  
The rehabilitation of Yarmy and surface treatment for Parkridge is underway. Notice has been delivered to each impacted residence prior to commencement.
- ✓ **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*)

Utility rates have been approved and will be effective for the next quarter, impacting bills sent out in September. We will provide notice of the rate change on the next bills.

✓ **KWA** (*No Change of Status*)

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** (*No Change of Status*)

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 remaining tree removal and pruning should be complete before the end of June. Unless anything new arises, I expect to remove this update from future reports.

✓ **SHARED SERVICES, POLICE DEPARTMENTS** (*Update*)

A meeting was held on Wednesday, May 25, 2016 at 10:00 a.m. at the Paul D. Bueche Municipal Building. Minutes from the meeting not yet complete. Negotiations with officers are moving along, but are not complete. The chief also distributed a draft organizational chart. Not much else has been occurring.

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, administrative staffing, and the matter of future services for other units.

The next meeting is scheduled for 10:00 a.m., June 22, 2016 at the Mundy Township Offices.

✓ **SPRINGBROOK EAST & HERITAGE VACANT LOTS** *(Update)*

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.

All but one of the twelve lots in Springbrook East have sold.

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 contract to create a viable road surface has been approved. I will keep the city council up to date on the progress.

Moving forward, we will need to consider finishing the sanitary sewer line on Young Drive and the area-wide drainage.

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

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

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

The moratorium has expired and there have been no changes to the zoning ordinance or the state law. Mr. Gilder is comfortable with our position to regulate these uses under these circumstances.

✓ **CAPPY LANE LIFT STATION** *(Business Item)*

RBF Construction has been selected to complete this work, and a preconstruction meeting was held on June 9. Due to the backorder on required components, specifically the generator, the project is not likely to commence until mid-August, with

an October completion. We expect the station to remain operational throughout this process. I will keep the city council advised on the timeline.

✓ **SUNOCO (*Business Item*)**

Notices have been sent to the state for removal of the tanks and the asbestos abatement. The contract overseeing the demolition is RBF Construction. They have retained Trust Thermal for the asbestos abatement and Youngs Environmental for the tank evacuation/cleaning. Some work may begin prior to our meeting on the 13<sup>th</sup>. I expect the demolition to be completed in June.

In related news, we met with representatives of Mobile-Exxon on June 6<sup>th</sup>. We met onsite and followed up with a staff meeting in city hall. Attendees included company reps and their consultant environmental specialists and legal counsel. We had myself, Mr. Svreck, Mr. Gildner, Mr. Mike Smith (city environmental specialist) and Mr. Kevin Levalle (city environmental counsel).

We discussed potential plans to clean the site through excavation activities by Mobile-Exxon, as well as the potential to “close” the site with the Michigan Department of Environmental Quality. Though no plans are formal, they definitely appear interested in submitting a request to access the site for cleanup activities. They also may need to work with the city to seek deed restrictions on future use, as well as a groundwater withdrawal restriction ordinance. These steps will occur later and will need to be negotiated. In the meantime, we await a formal plan/application to access the site to perform physical cleanup. This is likely to require legal assurances, right of way permits, and other accommodations. The city council will need to approve all such terms.

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

A pre-construction meeting with Oak Construction was held on Thursday. They intend to begin work on or about June 16<sup>th</sup>. Work will commence early each day and may continue on weekends, with the facilities being unavailable for this time period. Those with pavilion rentals were informed of this potential conflict in advance. Work should be complete by the end of July and include two unisex bathrooms with new fixtures, locking doors, baby changing stations, ventilation, and wall coverings.

The restrooms 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. Note that there are likely to be additional expenses due to the need for ADA equipment on the exercise trail instead of standard equipment. I will keep the council informed. The Kiwanis Club is seeking an additional grant in the amount of \$10,000 to contribute to this cause.

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.

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

✓ **MAY REPORTS (Update)**

The standard administrative reports are included in the packet.

✓ **COMCAST NOTICE (Update)**

Some sports programming is being transferred between package offerings.

✓ **HARNESS RACING UPDATE (Update)**

Just when you think harness racing is dead forever in Michigan, something comes along to make you wonder if the raceway may have life yet again. I have attached a recent news article on the matter.

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

✓ **PLANNING COMMISSION (Update)**

The commission did not have a June meeting. However, they did receive information about the keeping of chickens (fowl) in the community. It is possible that this may be the subject of a future meeting.

✓ **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.

There will not be a June meeting.

✓ **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. A June meeting is not expected.

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

Fundraising for the tot-lot is picking up. A slip and slide event is planned for July 23<sup>rd</sup> at Elms Park, in tandem with a mom-to-mom sale. A pumpkin sale is also planned for October 1<sup>st</sup>.

I want the city council to be aware that the fundraising activities of the board are permitted by ordinance. However, in the long run I am not comfortable with volunteers working onsite in a capacity to collect donations, sales proceeds, and to expense receipts. Don't get me wrong, I love and trust our volunteers, but I think we need a different strategy to execute these types of fundraisers in the future. As such, we are looking into forming a non-profit, perhaps a "Friends of Swartz Creek Parks" group. This group, like the Friends of the Perkins Library, could then carry

out collections, expenses, advertising, and so on without falling under the city's umbrella.

For this series of events, bear with me as we work with them on achieving their goals. Know that I intend to bring more accountability to the process in the future.

Meetings covering their other activities are attached. Their next meeting is planned for Wednesday, June 6, 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**

✓ **END OF YEAR BUDGET ADJUSTMENTS** (*Business Item*)

This is a resolution that the city has been approving at the end of each fiscal year at the request of the auditors. The purpose is to enable changes within funds that DO NOT impact overall spending or revenues. For example, within the Motor Pool fund, the city may expend more dollars out one line item with matching savings in another line item.

As such, we are not looking for a budget amendment per se, since overall spending and fund impact will be unchanged. However, this resolution ensures that minor changes within the funds are enabled. The council will see all such changes as audited within future budgets of the city.

✓ **BUDGET APPROVAL** (*Business Item*)

The final budget is ready for approval. The changes made since the ordinal draft were noted, with the only additional alterations being the addition of the Municipal Street Fund (204) and adjustments to Water (590) and Sewer (591) to account for rate adjustments made at the May 23 meeting.

✓ **VERIZON TOWER** (*Business Item*)

Based upon discussion at the last meeting, I prepared a resolution to extend the lease with Verizon for the Elms Road site. At small risk of compromising the deal, I requested that they sweeten it a bit. They agreed to increase the signing bonus from \$40,000 to \$50,000. Based upon our experience with this arrangement on the civic campus, I think this is in the public's benefit. It secures reasonable financial returns for the site and ensures good wireless coverage for this busy area of the community.

A resolution and the agreement are included in the packet. The previous report is as follows:

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 site 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).

✓ **MML WORKERS COMPENSATION** (*Business Item*)

This is a routine annual expense. The MML runs an effective and efficient workers' compensation program. Our costs are noted, but due to program wide performance, we are the recipient of a nice credit.

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

The services provided by Safe Built, as provided by Mundy Township, are going well. They still do not have a full time employee prospect, but I think this is just a matter of time.

I have reached out to Durand, but have not been able to discuss the matter further. Their manager has a lot on her plate, including business travel, which has made it difficult to liaise on this matter.

For now, the status quo is to remain with Mundy Township to see how the transition to a new official goes.

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

I have met with the engineer and city finance staff to learn more about the potential to borrow for infrastructure costs. We have some good information and initial costs for larger scale street and water main replacement in Winchester Village. I expect to call a meeting in early July.

✓ **FIRE SERVICES AGREEMENT** (*No Change of Status*)

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 and follow up discussions with the American Federation of State and Municipal Employees group, and I hope to have much of the terms agreed upon in time for the second June meeting.

I have had one preliminary meeting with the supervisors group.

✓ **LIABILITY INSURANCE PAYMENT (Business Item)**

Our insurance premium is due for general property and liability insurance. This coverage applies to incidents such as the vehicle and property damage, as well as liability related to injuries and professional conduct. We have been with this carrier for a long time, and I see no reason to change. The 2015-2016 policy's yearly cost was \$64,965, and the cost for the FY 2016-2017 is \$67,417, an increase of \$2,452 (3.8%). This is a larger than normal increase, but we will be getting a dividend return of \$8,069, which is substantial. The MML does a pretty good job at managing claims and returning savings to clients, such as the city. They have also been paying more attention to training, regulatory changes, and policy updates that protect us. I have included a resolution to pay this premium.

✓ **TAX REVERTED PROPERTIES (Update)**

There are three tax reverted properties that the city can acquire by paying the taxes owed to the Genesee County Treasurer. They include:

- 5157 Morrish for \$8,383.82
- 3323 Heritage Blvd for \$1,349.76
- 3329 Heritage Blvd for \$1,349.76

The city can acquire any, all, or none of these. I recommend we pass on all of them. The properties in Heritage would be a bargain, potentially resulting in financial gains to the city. However, this basically amounts to real estate investment without a specific purpose, since the properties are vacant and not detrimental to the public. I suspect these will sell in the fall tax sale and be absorbed by the private sector for future home building.

The home on Morrish is severely blighted and is slated for demolition. Unfortunately, the tax cost and demolition cost place this at a liability of about \$15,000 for the city. We will never be able to recover these costs and may not even be able to sell the lot. Though the city could take it upon itself to acquire and demolish this site, it would be very expensive. I suspect that the private sector will pass this up in the fall and the land bank will acquire it. They will be in a position to demolish it and repurpose it at no expense to the city. While this is not a guaranteed outcome, it is extremely likely and in the city's best interest.

If there is interest in acquiring any of these, please bring it up at the meeting.

✓ **RETIREMENT ACTUARIAL REPORT (Update)**

The actuarial report for the city's Municipal Employees Retirement System is available and included in the packet. This report illustrates what is owed by the city to fund retirement benefits owed to current and future retirees as of December 31, 2015. As we have been warned by auditors and MERS, the report puts us in a much less desirable position this year than last year. In fact, liabilities are up about 50% to over \$1.6 million. However, there is no need to panic. We anticipated this change based upon MERS new assumptions that were announced last year. These included a lower return on investments, longer life expectancies, and shorter amortization periods.

What now? As the city council knows, this is a sizable debt that we should address as soon as possible. To that end, we have been budgeting additional payments to MERS, and we propose to make an additional and very meaningful payment again this year. Our goal is to pay off the groups that are now closed, which include the Supervisors and the American Federation of State, City, and Municipal Employees. These groups allow no new members. In the case of the supervisors, there are no active employees. AFSCME has two active employees.

We expect to have something by the June 27<sup>th</sup> meeting in which contributions from participating city funds can make a sizable dent in what is owed, approximately 40% of which would be general fund money. This will definitely impact our fund balances in some cases. However, the return on investment for funds held by MERS is exponentially higher than that of our accounts/investments. Expect a resolution to approve a payment at the next meeting. Let me know if you have any questions about this process or the report. Don't be shy. Actuarial reports are probably the most confusing documents available to local government staffers and elected officials.

✓ **ELECTION WORKER STIPEND ADJUSTMENTS (*Business Item*)**

Our election workers are required to engaging in training and election receiving board activities for each cycle or as needed. Participation requires travel and parking costs, in addition to their time investment. For these activities, the city had reimbursed the participants \$15. This amount was found to be inadequate by our local election commission at their meeting on June 7<sup>th</sup>. As such, they are recommending new stipend amounts of \$30 for training and \$25 for receiving board. I think this is overdue for our dedicated election workers. A resolution is included to effect this change.

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

*Windows 10 Update:* The city's IT technician is aware of the Windows 10 upgrade and has taken steps to avoid the automatic upgrade while the city's proprietary software undergoes Windows 10 testing.

*Deer Crossing Signs:* I met with the police chief about this matter. Though deer-vehicle collisions do occur in the city and tend to ebb and flow in their occurrences, there is not sufficient evidence to support additional warning signs.

*City Council Laptops:* Antivirus updates are needed before the first July meeting. Please leave your laptops with myself or Connie after the June 27 meeting.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, June 13, 2016, 7:00 P.M.**

**Resolution No. 160613-4A            MINUTES – MAY 23, 2016**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, May 23, 2016, to be circulated and placed on file.

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

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

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

**Resolution No. 160613-5A            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 June 13, 2016, to be circulated and placed on file.

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

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

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

**Resolution No. 160613-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of June 13, 2016, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 160613–8A            CELL TOWER AGREEMENT AMENDMENT**

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

**WHEREAS**, the city entered into a 30 year agreement with New Par, a Delaware partnership, d/b/a Verizon Wireless, in June of 1997 for the purpose of leasing land at located on Elms Road for the purpose of erecting and operating a wireless communication tower; and

**WHEREAS**, the city has provided access to the tower for placement of telecommunications equipment under the terms of the lease; and

**WHEREAS**, the tenant, now Verizon Communications Inc., a Delaware Corporation, desires to assert a thirty year extension on the lease in order to make future investments and possible co-locators more predictable and desirable; and

**WHEREAS**, the city has negotiated an additional lump-sum payment, in addition to the existing rent escalators, payable upon exercise of the aforementioned option in order to effect said changes; and,

**WHEREAS**, the City of Swartz Creek City Council finds the lease extension to be in the best interest of the public.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby approves the subsequent First Amendment to Lease Agreement for VZW Site No: 139535 as included in the city manager report for the June 13, 2016 city council meeting.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek City Council hereby and further directs and authorizes the Mayor to execute said agreement & related memorandum on behalf of the city council and its individual members.

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

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

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

**Resolution No. 160613-8B                      FISCAL YEAR 2017 BUDGET ADOPTION**

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

**I Move** the Swartz Creek City Council, in accordance with the General Appropriations Act and Uniform Budgeting and Accounting Act, adopt the following 2016-2017 fiscal budget based upon the following tax mils:

<b>General Operating Levy</b>	<b>4.8289</b>
<b>Public Safety SAD</b>	<b>4.9000</b>
<b>Street Levy</b>	<b>4.2200</b>
<b>Sanitation Levy</b>	<b>2.6270</b>

101	General Fund	Estimated Beginning Fund	
Balance			\$ 1,560,154
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	General Fund Estimated Operating Revenues	2,410,900	
	General Fund Estimated Project Revenues	0	
		<u>2,410,900</u>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	448,667	

Public Safety Activities 301-399	1,269,482
Public Works Activities 400-799	527,581
Other Government Activities 800-999	227,501
	<u>2,473,231</u>
	<u>0</u>
	2,473,231

**Effect on General Fund's Fund Balance (62,331)**

<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 1,497,823</b>
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202 Balance	Major Streets	Estimated Beginning Fund	\$	698,665
	<b>Estimated Revenues</b>	<b>Adopted</b>		
	Major Streets Fund Estimated Operating Revenues	442,400		
	Major Streets Fund Estimated Project Revenues	<u>0</u>		
		<b>442,400</b>		
	<b>Appropriations</b>	<b>Adopted</b>		
	General Government Activities 101-299	350		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	424,650		
	Other Government Activities 800-999	<u>147,200</u>		
		<b>572,200</b>		
		<u>0</u>		
		<b>572,200</b>		

**Effect on Major Street's Fund Balance (129,800)**

<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 568,865</b>
--	-------------------

203 Balance	Local Streets Fund	Estimated Beginning Fund	\$	201,110
	<b>Estimated Revenues</b>	<b>Adopted</b>		
	Local Streets Fund Estimated Operating Revenue	336,702		
	Local Streets Fund Estimated Project Revenue	<u>0</u>		
		<b>336,702</b>		
	<b>Appropriations</b>	<b>Adopted</b>		
	General Government Activities 101-299	400		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	353,792		
	Other Government Activities 800-999	0		

354,192
0
354,192

**Effect on Local Streets Fund's Fund**

<b>Balance</b>		<b>(17,490)</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 183,620</b>

<b>204</b>	<b>Municipal Street Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ -</b>

	<b>Adopted</b>
<b>Estimated Revenues</b>	
Municipal Street Fund Estimated Revenue	608,000
	<b>608,000</b>

	<b>Adopted</b>
<b>Appropriations</b>	
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	<b>0</b>

**Effect on Municipal Street Fund's Fund**

<b>Balance</b>		<b>608,000</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 608,000</b>

<b>226</b>	<b>Garbage Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ 269,603</b>

	<b>Adopted</b>
<b>Estimated Revenues</b>	
Garbage Fund Estimated Operating Revenue	380,907
Garbage Fund Estimated Project Revenue	0
	<b>380,907</b>

	<b>Adopted</b>
<b>Appropriations</b>	
General Government Activities 101-299	55,534
Public Safety Activities 301-399	0
Public Works Activities 400-799	371,673
Other Government Activities 800-999	0
	<b>427,207</b>
	<b>0</b>
	<b>427,207</b>

**Effect on Garbage Fund's Fund Balance** **(46,300)**

	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 223,303</b>
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<b>248</b>	<b>DDA Fund</b>	<b>Estimated Beginning Fund</b>		
<b>Balance</b>			<b>\$</b>	<b>38,306</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>		
	DDA Fund Estimated Operating Revenue	67,900		
	DDA Fund Estimated Project Revenue	0		
		<u>67,900</u>		
	<b>Appropriations</b>	<b>Adopted</b>		
	General Government Activities 101-299	3,280		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	64,450		
	Other Government Activities 800-999	0		
		<u>67,730</u>		
		<u>0</u>		
		<u>67,730</u>		
	<b>Effect on Local Streets Fund's Fund</b>			
<b>Balance</b>				<b>170</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$</b>	<b>38,476</b>

<b>265</b>	<b>Drug Enforcement Fund</b>	<b>Estimated Beginning Fund</b>		
<b>Balance</b>			<b>\$</b>	<b>3,764</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>		
	Drug Enforcement Fund Estimated Operating Revenue	7,851		
	Drug Enforcement Fund Estimated Project Revenue	0		
		<u>7,851</u>		
	<b>Appropriations</b>	<b>Adopted</b>		
	General Government Activities 101-299	7,851		
	Public Safety Activities 301-399	0		
	Public Works Activities 400-799	0		
	Other Government Activities 800-999	0		
		<u>7,851</u>		
		<u>0</u>		
		<u>7,851</u>		
	<b>Effect on Drug Enforcement Fund's Fund</b>			
<b>Balance</b>				<b>0</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$</b>	<b>3,764</b>

<b>275</b>	<b>Senior Operations Fund</b>	<b>Estimated Beginning Fund</b>	<b>\$</b>	<b>-</b>
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<b>Balance</b>		
	<b>Estimated Revenues</b>	<b>Adopted</b>
	Senior Citizens Fund Estimated Operating Revenue	0
	Senior Citizens Fund Estimated Project Revenue	0
		<u>0</u>
		<b>0</b>
	<b>Appropriations</b>	<b>Adopted</b>
	General Government Activities 101-299	0
	Public Safety Activities 301-399	0
	Public Works Activities 400-799	0
	Other Government Activities 800-999	0
		<u>0</u>
		<b>0</b>
		<u>0</u>
		<b>0</b>
	<b>Effect on Senior Citizens Fund's Fund Balance</b>	<b>0</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ -</b>

<b>350</b>	<b>City Hall Debt Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$1,662</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	City Hall Debt Fund Estimated Revenue	98,535	
		<u>98,535</u>	
		<b>98,535</b>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	0	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	0	
	Other Government Activities 800-999	98,000	
		<u>98,000</u>	
		<b>98,000</b>	
	<b>Effect on City Hall Debt Fund's Fund Balance</b>		<b>535</b>
	<b>Estimated Ending Fund Balance June 30, 2017</b>		<b>\$ 2,197</b>

<b>401</b>	<b>Capital Projects Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ -</b>
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	Capital Project Fund Estimated Operating Revenue	0	
	Capital Project Fund Estimated Project Revenue	0	
		<u>0</u>	
		<b>0</b>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	0	

Public Safety Activities 301-399	0
Public Works Activities 400-799	0
Other Government Activities 800-999	0
	<b>0</b>
	<b>0</b>
	<b>0</b>

**Effect on Capital Projects Fund's Fund**

<b>Balance</b>	<b>0</b>
<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ -</b>

402 Fire Equipment Fund	Estimated Beginning Fund	\$ 50,131
<b>Balance</b>		
<b>Estimated Revenues</b>		<b>Adopted</b>
Fire Equipment Replacement Fund Est Operating Rev.	30,060	
Fire Equipment Replacement Fund Est Project Rev.	0	
	<b>30,060</b>	
<b>Appropriations</b>		<b>Adopted</b>
General Government Activities 101-299	0	
Public Safety Activities 301-399	0	
Public Works Activities 400-799	0	
Other Government Activities 800-999	0	
Transfer out to Sewer Fund	0	
	<b>0</b>	
	<b>0</b>	
	<b>0</b>	

**Effect on Fire Equip Replacement Fund's Fund**

<b>Balance</b>	<b>30,060</b>
<b>2017 Estimated Ending Fund Balance June 30,</b>	<b>\$ 80,191</b>

590 Water Fund	Estimated Beginning Fund	\$ 6,066,822
<b>Balance</b>		
<b>Estimated Revenues</b>		<b>Adopted</b>
Water Supply Fund Estimated Operating Revenue	2,118,700	
Water Supply Fund Estimated Project Revenue	0	
	<b>2,118,700</b>	
<b>Appropriations</b>		<b>Adopted</b>
General Government Activities 101-299	160,206	

Public Safety Activities 301-399	0
Public Works Activities 400-799	1,971,284
Other Government Activities 800-999	12,000
	<u>2,143,490</u>
	<u>0</u>
	2,143,490

**Effect on Water Supply Fund's Fund Balance (24,790)**

**Estimated Ending Fund Balance June 30, 2017 \$ 6,042,032**

**WATER FUND EXPENSES INCLUDE \$189,000 IN DEPRECIATION**

<b>591</b>	<b>Sewer Fund</b>	<b>Estimated Beginning Fund</b>	<b>\$ 6,961,451</b>
<b>Balance</b>			
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	Sanitary Sewer Fund Estimated Operating Revenue	1,303,220	
	Sanitary Sewer Fund Estimated Project Revenue	0	
		<u>1,303,220</u>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	162,708	
	Public Safety Activities 301-399	0	
	Public Works Activities 400-799	1,567,056	
	Other Government Activities 800-999	70,225	
		<u>1,799,989</u>	
		<u>0</u>	
		1,799,989	

**Effect on Sanitary Sewer Fund's Fund Balance (496,769)**

**Estimated Ending Fund Balance June 30, 2017 \$ 6,464,682**

**SEWER FUND EXPENSES INCLUDE \$248,000 IN DEPRECIATION**

<b>661</b>	<b>Motor Pool Fund</b>	<b>Estimated Beginning Fund</b>	<b>\$ 316,460</b>
<b>Balance</b>			
	<b>Estimated Revenues</b>	<b>Adopted</b>	
	Motor Pool Fund Estimated Operating Revenue	277,820	
	Motor Pool Fund Estimated Project Revenue	0	
		<u>277,820</u>	
	<b>Appropriations</b>	<b>Adopted</b>	
	General Government Activities 101-299	22,270	
	Public Safety Activities 301-399	59,850	
	Public Works Activities 400-799	179,181	
	Other Government Activities 800-999	0	

261,301
0
261,301

**Effect on Motor Pool Fund's Fund**

<b>Balance</b>		<b>16,519</b>
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	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 332,979</b>
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**MOTOR POOL EXPENSES INCLUDE \$33,000 IN DEPRECIATION**

<b>865</b>	<b>Sidewalks Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ 2,296</b>

<b>Estimated Revenues</b>	<b>Adopted</b>
Sidewalk Fund Estimated Operating Revenue	10,000
Sidewalk Fund Estimated Project Revenue	0
<b>Total Side Walk Fund Estimated Revenue</b>	<b>10,000</b>

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	9,500
Other Government Activities 800-999	0
<b>Total Side Walk Fund Operating Appropriations</b>	<b>9,500</b>
<b>Total Side Walk Fund Project Appropriations</b>	<b>0</b>
<b>Total Side Walk Fund Appropriations</b>	<b>9,500</b>

**Effect on Side Walk Fund's Fund**

<b>Balance</b>		<b>500</b>
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	<b>Estimated Ending Fund Balance June 30, 2017</b>	<b>\$ 2,796</b>
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<b>866</b>	<b>Weed Fund</b>	<b>Estimated Beginning Fund</b>	
<b>Balance</b>			<b>\$ 20,750</b>

<b>Estimated Revenues</b>	<b>Adopted</b>
Weed Fund Estimated Operating Revenue	7,800
Weed Fund Estimated Project Revenue	0
<b>Total Weed Fund Estimated Revenue</b>	<b>7,800</b>

<b>Appropriations</b>	<b>Adopted</b>
General Government Activities 101-299	0
Public Safety Activities 301-399	0
Public Works Activities 400-799	1,640
Other Government Activities 800-999	0
<b>Total Weed Fund Operating Appropriations</b>	<b>1,640</b>
<b>Total Weed Fund Project Appropriations</b>	<b>0</b>
<b>Total Weed Fund Appropriations</b>	<b>1,640</b>



**WHEREAS**, State Election Law also requires all precincts using the electronic poll book to have a receiving board review all documentation prior to submission to the county clerk on election night; and

**WHEREAS**, the City of Swartz Creek Election Commission met on June 7, 2016 and voted unanimously to recommend increases to the election training compensation to \$30.00 and the receiving board compensation to \$25.00.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes new amounts for election inspector training of \$30.00 and receiving board member of \$25.00 effective June 9, 2016.

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

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

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

**Resolution No. 160613-8D      WORKERS COMPENSATION INSURANCE**

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

**I Move** the City of Swartz Creek City Council approve payment to the Michigan Municipal League in the amount of \$20,965 to cover the annual premium for workers' compensation coverage period from July 1, 2016 to June 30, 2017 and further direct the city's finance director to appropriate the cost of this premium to the appropriate city funds in accordance with the Class Codes identified in the invoice.

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

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

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

**Resolution No. 160613-8E      YEAR END FISCAL ADJUSTMENTS**

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

**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 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the City Manager or his designee to make all necessary year-end budget adjustment amendments.

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

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

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

**Resolution No. 160613-8F      LIABILITY INSURANCE PAYMENT**

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

**I Move** the City of Swartz Creek appropriate an amount not to exceed \$67,417 to Michigan Municipal League Meadow Brook Insurance, payment of the City's annual 2016-2017 premiums for property and liability insurance, funds to be apportioned to reflect departmental coverage as noted in the invoice.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 05/23/2016**

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, Finance Director Juanita Aguilar, Treasurer Deanna Korth.

Others Present: Tommy Butler, Jim Barclay, Steve Shumaker, Dennis Cramer, Boots Abrams, Sharon Shumaker, Lou Fleury, Bob Plumb, Dave Caudle, Lania Roche.

**APPROVAL OF MINUTES**

**Resolutions No. 160523-01**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting held Monday May 9, 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. 160523-02**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Mayor Pro Tem Abrams

**I Move** the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of May 23, 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. 160523-03**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Gilbert

**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.

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, announced that Save our Streets committee made a donation to Scout Troop 122 for the Elms Rd Park dog park project in the amount just over \$296.00.

Tommy Butler, 40 Somerset, commented on the paving job on S. Seymour Rd.

**COUNCIL BUSINESS**

**APPROPRIATION – BID AWARD, PURCHASE ROAD SALT**

**Resolution No. 160523-04**

**(Carried)**

Motion by Councilmember Florence  
Second by Mayor Pro Tem Abrams

**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 Council 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.

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

NO: None. Motion Declared Carried.

## **AMEND CITY-WIDE RATES, FEES AND CHARGES**

### **Resolution No. 160523-05**

**(Carried)**

Motion by Mayor Pro Tem Abrams  
Second by Councilmember Hicks

**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

Prohibited parking (signs un-necessary)

(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

Parking for prohibited purpose

(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**

<u>Elms Park</u>	
Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

<u>Winshall Park</u>	
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)	\$30
Boiler	\$30
Water Heater	\$5
Damper	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer (includes piping)	\$20
Gas piping; each opening-new installation (residential)	\$5
Air Conditioning (includes split systems)	
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

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**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>

Discussion Ensued.

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

**ZONING ORDINANCE AMENDMENT #430**

**Resolution No. 160523-06**

**(Failed)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**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 thirty (30) days following publication. At a regular meeting of the City Council of Swartz Creek held on the 23rd day of May, 2016, Councilmember Porath moved for adoption of the foregoing ordinance and Councilmember Gilbert supported the motion.

Discussion Ensued.

YES: Porath, Krueger, Pinkston.

NO: Florence, Gilbert, Hicks, Abrams.

**Fiscal Year 2017 Budget**

Adam Zettel, City Manager gave a presentation on the budget highlights and encouraged input from the council. He commented if additional meetings or workshops are needed they can be arranged.

Public Hearing

Open: 8:26 p.m.

Tommy Butler, resides at 30 Somerset, commented that Mr. Zettel had a great presentation.

Dennis Cramer, resides at 5299 Worchester, commended Mr. Zettel for bringing transparency to the public.

Closed: 8:28 p.m.

Break - ten minute recess  
8:29 p.m. to 8:39 p.m.

## **Verizon Tower Lease Extension**

## **Discussion**

Adam Zettel, City Manager updated the council on the lease extension.

## **SUNOCO DEMOLITION BIDS**

### **Resolution No. 160523-07**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Councilmember Florence

**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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **Building Services Service Provision**

## **Discussion**

Adam Zettel, City Manager reported to the council on the replacement of Building Inspector, Marty Johnson with Dennis Smith.

## **WINCHESTER WOODS ROAD SURFACE BID**

### **Resolution No. 160523-08**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Mayor Pro Tem Abrams

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

**WHEREAS**, the Winchester Woods Subdivision 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 Council 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.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **STREET ADVISORY COMMITTEE**

### **Resolution No. 160523-09**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Porath

**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 Fleury – Consultant Engineer (non-voting)
- Adam Zettel – Staff Member (non-voting)

Discussion Ensued.

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

## **ELMS PARK BATHROOM BIDS**

**Resolution No. 160523-10**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Gilbert

**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.

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

NO: None. Motion Declared Carried.

**MEETING OPEN TO THE PUBLIC:**

Dennis Cramer resides at 5299 Worchester Drive, asked the council if there were any plans for a dog park in Winshall Park. Mayor Pro Tem Abrams responded no.

Steve Shumaker resides at 7446 Country Meadow, updated the council on the regulations for the amusements at Hometown Days. This was a topic at last council meeting. He also commented on the street advisory committee.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath commented on Morrish/Bristol intersection. He also wanted to thank Lou Fleury for all his time and effort with the street milage.

Councilmember Florence commented about the traffic signs on Calkins/Morrish intersection.

Councilmember Hicks remarked that a traffic circle would be nice at the Morrish/Bristol intersection.

Councilmember Gilbert questioned if we have had a reduction in our garbage cost due to our recycling. Adam Zettel responded that we are experiencing savings. Mr. Gilbert mentioned on Memorial Day at 1:00 p.m., there is a service at the Veterans Memorial put on by the American Legion Post 294.

Mayor Pro Tem Abrams mentioned an article in the paper and the comments made by Clayton Township in regards to the light at Morrish/Bristol intersection.

Mayor Krueger commented on his neighbor, Mr. Eskew is requesting a deer crossing sign in front of his property. He wished everyone a great holiday weekend ahead.

**Adjournment**

**Resolution No. 160523-11**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Pinkston

**I Move** the Swartz Creek City Council adjourn the regular meeting at 9:20 pm.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

---

**Connie Eskew, City Clerk**

## 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 **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, 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.
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

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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.

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

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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  
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June 13, 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.*

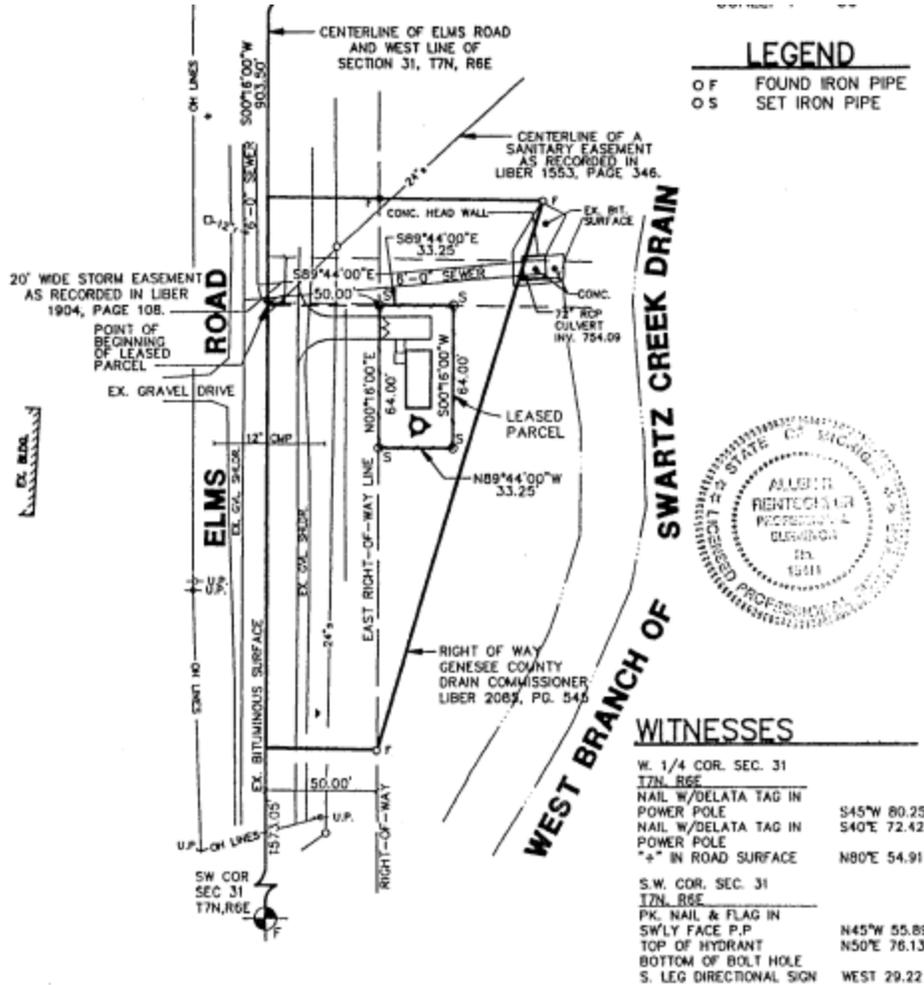
The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the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

State of Michigan

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

County of Genesee

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**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

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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:

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.*

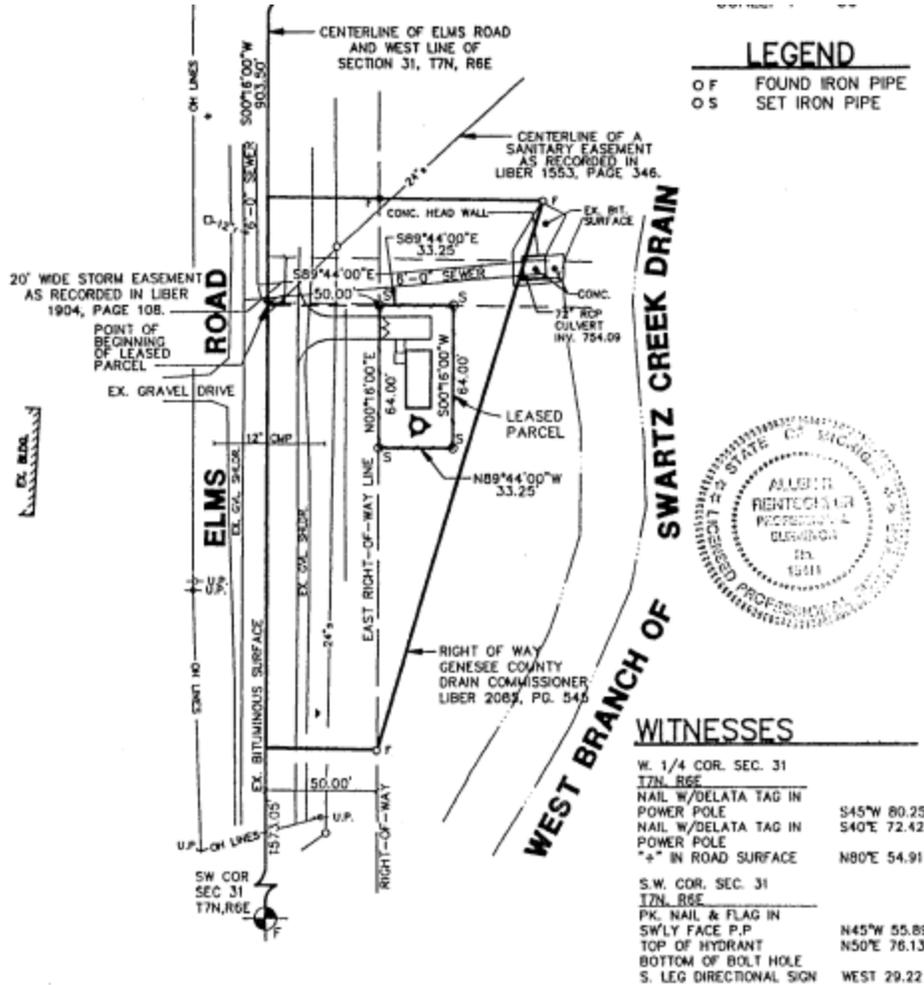
The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the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

## 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  
June 13, 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]

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

**AFFIANT NO. 2**

**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]

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

**AFFIANT NO. 3**

**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]

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

**AFFIANT NO. 4**

**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]

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

**AFFIANT NO. 5**

**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]

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

**AFFIANT NO. 6**

**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

6/11/97 813-45.07 Site No. 322

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.



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:

Lisa Weisheimer  
LISA WEISHEIMER

Verona Waddell  
Verona Waddell

LESSEE:

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

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

**SWARTZ CREEK POLICE DEPARTMENT**  
**MOTOR POOL RENTAL HOURS**  
**MAY 2016**

	<u>101-301-941</u>	<u>101-302-941</u>	<u>101-303-941</u>	<u>101-304-941</u>
#05-168	19	0	0	0
#05-649	58	0	0	0
#12-144	124	0	0	0
#13-384	178	0	0	0
#09-226	95	0	0	16
#10-161	2	0	133	0
#14-514	485	0	0	0
<b>TOTAL</b>	<b>961</b>	<b>0</b>	<b>133</b>	<b>16</b>

# 210 OFFENSE SUMMARY

5/1/2016 12:00:00 AM – 5/31/2016 12:00:00

AM

Offense	Total
1313 - 13001 - Assault and Battery/Simple Assault	2
1316 - 13003 - Intimidation	1
2304 - 23006 - Larceny - Parts and Accessories from Vehicle	1
2305 - 23005 - Larceny - Personal Property from Vehicle	1
2308 - 23003 - Larceny - From Building (Includes library, office used by public, etc)	2
2309 - 23007 - Larceny - From Yards (Grounds surrounding a building)	1
2604 - 26003 - Fraud - Impersonation	1
2902 - 29000 - Damage to Property - Private Property	1
2903 - 29000 - Damage to Property - Public Property	1
3073 - 30002 - Retail Fraud Theft 1st Degree	1
3078 - 30002 - Retail Fraud Theft 3rd Degree	1
3542 - 35001 - Synthetic Narcotic - Possess	2
3562 - 35001 - Marijuana - Possess	1
5006 - 50000 - Obstructing Justice	1
5015 - 50000 - Failure to Appear	1
5311 - 53001 - Disorderly Conduct	3
8041 - 54002 - Operating Under the Influence of Intoxicating Liquor	1
8044 - 54002 - Per Se Operating with B.A.C. of .10% or More	1
8121 - 54003 - Traffic - Disregarded Stop Sign	1
8271 - 54003 - Traffic - No Operators License	2
8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License	3
8277 - 54003 - Traffic - Registration Law Violations	1
8280 - 54003 - Traffic - No Proof of Insurance	1
8283 - 54003 - Traffic - No Motorcycle Endorsement	1
8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance	1
8940 - 89004 - Warrants - Corporate Summons	1
9910 - 93001 - Traffic, Non-Criminal - Accident	13
9911 - 93002 - Traffic, Non-Criminal - Non-Traffic Accident	5
9944 - 98008 - Inspections/Investigations - Lost and Found Prop	1
9947 - 99002 - Miscellaneous - Natural Death	2
9953 - 99008 - Miscellaneous - General Assistance	2
<b>Total:</b>	<b>57</b>

SCPD200 Ticket Ledger Report  
 5/1/2016 12:00:00 AM - 5/31/2016 12:00:00  
 AM

Citation No	Citation Date Time	Location	Offense
10967	5/3/2016	Worcester	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10968	5/3/2016	Ford St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10969	5/8/2016	Fredrick	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10970	5/12/2016	Don Shenk	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10971	5/12/2016	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10972	5/12/2016	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10973	5/15/2016	Mclain	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10974	5/16/2016	Maple	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10975	5/16/2016	School St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
10976	5/11/2016	1 Dragon Dr, Teachers Lot	
			8290 - 54003 - Traffic - Improper Parking
10978	5/11/2016	1 Dragon Dr, Teachers Lot	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11051	5/7/2016	Greenleaf	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11052	5/7/2016	Durwood & Winshall	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11053	5/25/2016	5032 Holland	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations
11076	5/23/2016	Wade St	
			9913 - 93004 - Traffic, Non-Criminal - Parking Violations

1220975	5/17/2016	Cappy, Fairchild	
			8121 - 54003 - Traffic - Disregarded Stop Sign
			8271 - 54003 - Traffic - No Operators License
			8280 - 54003 - Traffic - No Proof of Insurance
1269831	5/20/2016	Seymour Near Chesterfield	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8121 - 54003 - Traffic - Disregarded Stop Sign
			8215 - 54003 - Traffic - Failed to Wear Safety Belt (Age 4-15)
1269882	5/1/2016	E/b I-69 Near Miller Rd	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance
			8212 - 54003 - Traffic - Failed to Maintain Equipment
1269883	5/9/2016	Hill Rd W/b At Gateway Ctr	
			8275 - 54003 - Traffic - Driver License Law Violations
			8277 - 54003 - Traffic - Registration Law Violations
			8280 - 54003 - Traffic - No Proof of Insurance
1269884	5/13/2016	W Bristol Rd, W/b Near Elms Rd	
			8271 - 54003 - Traffic - No Operators License
			8232 - 54003 - Traffic - Defective/Improper/No Tail Lights
1345177	5/17/2016	Cappy, Winshall	
			8121 - 54003 - Traffic - Disregarded Stop Sign
1345178	5/17/2016	Miller Near Fairchild	
			8220 - 54003 - Traffic - Defective/Improper Brakes
1345260	5/1/2016	Miller Rd E/b Near Morrish Rd	
			3562 - 35001 - Marijuana - Possess
			8277 - 54003 - Traffic - Registration Law Violations
			8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance
1345261	5/5/2016	Miller Rd E/b Near School St	
			8280 - 54003 - Traffic - No Proof of Insurance
			8232 - 54003 - Traffic - Defective/Improper/No Tail Lights
1345262	5/5/2016	Miller Rd E/b Near Dye	
			8231 - 54003 - Traffic - Defective/Improper/No Headlights
1345263	5/5/2016	Morrish Rd S/b At Miller Rd	
			8280 - 54003 - Traffic - No Proof of Insurance
			8128 - 54003 - Traffic - Improper Stop and Turn on Red
1345264	5/29/2016	W/b 69 Near Seymour Rd	
			8277 - 54003 - Traffic - Registration Law Violations

			8280 - 54003 - Traffic - No Proof of Insurance
1345265	5/30/2016	Miller Rd E/b Near Elms Rd	
			8041 - 54002 - Operating Under the Influence of Intoxicating Liquor
1345339	5/3/2016	Miller Near 69	
			8280 - 54003 - Traffic - No Proof of Insurance
			8121 - 54003 - Traffic - Disregarded Stop Sign
1345340	5/3/2016	I-69 Near Miller Rd	
			8920 - 89003 - Violation - Insurance - Fail to File PLPD Insurance
1345341	5/7/2016	Miller Near Elms	
			8280 - 54003 - Traffic - No Proof of Insurance
1345342	5/22/2016	W/b I-69 Near Morrish	
			8062 - 54003 - Traffic - Exceed Freeway Speed (70 MPH Zone)
1345343	5/25/2016	Miller Near Fairchild	
			9910 - 93001 - Traffic, Non-Criminal - Accident
1345344	5/26/2016	Miller Rd E/b Near School	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8072 - 54003 - Traffic - Careless Driving
			8280 - 54003 - Traffic - No Proof of Insurance
1345345	5/26/2016	Crapo Near Maple	
			8277 - 54003 - Traffic - Registration Law Violations
			8280 - 54003 - Traffic - No Proof of Insurance
1345346	5/30/2016	E/b 69 Near Morrish	
			8062 - 54003 - Traffic - Exceed Freeway Speed (70 MPH Zone)
1345347	5/30/2016	E/b 69 Near Morrish	
			8062 - 54003 - Traffic - Exceed Freeway Speed (70 MPH Zone)
1345376	5/14/2016	Miller W/b Near Mclain St	
			8273 - 54003 - Traffic - Driving on Susp/Revoked/Refused License
			8277 - 54003 - Traffic - Registration Law Violations
1345423	5/4/2016	Miller, Morrish	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
			8127 - 54003 - Traffic - Disregarded Stop and Go Light
1345424	5/6/2016	Morrish, Bristol	
			8044 - 54002 - Per Se Operating with B.A.C. of .10% or More
			8326 - 54003 - Traffic - Refused Preliminary Breath Test
1345425	5/11/2016	Morrish, 69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)

1345429	5/22/2016	Morrish Near Miller Rd	
			8160 - 54003 - Traffic - Failed to Dim Headlights
			8271 - 54003 - Traffic - No Operators License
1345430	5/27/2016	Miller E/b Near Fairchild	
			8277 - 54003 - Traffic - Registration Law Violations
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345451	5/3/2016	Morrish, 69	
			8280 - 54003 - Traffic - No Proof of Insurance
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345452	5/16/2016	Morrish, I69	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345453	5/17/2016	Bristol, Miller	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345454	5/17/2016	Bristol, Heritage	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345476	5/15/2016	Miller, Raubinger	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345477	5/29/2016	Bristol, Heritage	
			8280 - 54003 - Traffic - No Proof of Insurance
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345478	5/29/2016	Bristol, Heritage	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345479	5/29/2016	Bristol, Heritage	
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1345480	5/29/2016	Bristol, Heritage	
			8277 - 54003 - Traffic - Registration Law Violations
			8054 - 54003 - Traffic - Violation of Basic Speed (Too Fast)
1483101	5/20/2016	4278 W Roundhouse Apt #5	
			5311 - 53001 - Disorderly Conduct
1483126	5/17/2016	Cappy, Swartz Crk High School	
			8283 - 54003 - Traffic - No Motorcycle Endorsement
			8277 - 54003 - Traffic - Registration Law Violations
			8121 - 54003 - Traffic - Disregarded Stop Sign

**Total Tickets :** 54

**Total Offenses :** 82

**Public Works**  
**Monthly Work Orders**

06/02/16

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
ELEC16-0046 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/02/16 05/02/16	ELEC SETUP/TAKEDO
WTON16-0920 COMPLETED	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	05/03/16 05/03/16	WATER TURN ON
FNRD16-1002 COMPLETED	CC10-007366-0000-01	MUELLER, WILLIAM 7366 CROSSCREEK DR	05/04/16 05/04/16	FINAL READ
FNRD16-1003 COMPLETED	BR30-000166-0000-02	SMITH, THOMAS C 166 BROOKFIELD DR	05/04/16 05/04/16	FINAL READ
ELEC16-0047 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/04/16 05/04/16	ELEC SETUP/TAKEDO
FNRD16-0995 COMPLETED	EL10-004126-0000-09	WRIGHT, TARISHA 4126 ELMS RD	05/05/16 05/05/16	FINAL READ
DRAN16-0040 COMPLETED	MI10-009237-0000-02	GOJCAJ, LUIGJ 9237 MILLER RD	05/05/16 05/06/16	STORM DRAINS
DAPU16-0020 COMPLETED	CE10-009271-0000-04	WELCH, CARRIE 9271 CEDAR CREEK CT	05/06/16 05/06/16	DEAD ANIMAL PICK
READ16-0476 COMPLETED	EL10-004311-0000-01	TACO BELL OF AMERICA 4311 ELMS RD	05/06/16 05/06/16	READ METER
SETM16-0035	HT10-003263-0000-01	WOODSIDE BUILDERS 3263 HERITAGE BLVD	05/06/16	SET METER
FNRD16-1004 COMPLETED	MO20-004206-0000-05	MATTHEWS, CINDI 4206 MOUNTAIN ASH LN	05/09/16 05/09/16	FINAL READ
STRT16-0069 COMPLETED	HI10-009251-0000-01	MATTSON, RICHARD 9251 HILL RD	05/09/16 05/09/16	STREET REPAIR
FNRD16-1005 COMPLETED	MI10-007029-0000-08	ASSEMBLERS INC 7029 MILLER RD	05/09/16 05/09/16	FINAL READ
GWO16-0349 COMPLETED	WI30-005441-0000-02	MAY, GARY 5441 WITNEY CT	05/11/16 05/11/16	GENERIC WORK ORDE
SETM16-0036 COMPLETED	LI10-007247-0000-02	MCCULLOUGH, GARY 7247 LINDSEY DR	05/12/16 05/12/16	SET METER
LNDS16-0112 COMPLETED	SE10-005044-0000-04	HAHN, LISA 5044 SECOND ST	05/13/16 05/16/16	LANDSCAPING
READ16-0477 COMPLETED	FO10-005014-0000-01	LEECH, LAURIE 5014 FORD ST	05/13/16 05/16/16	READ METER
SAMP16-0018 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/16/16 05/16/16	WATER SAMPLES
FNRD16-1006 COMPLETED	OX10-005156-0000-06	DOYLE, AMANDA 5156 OXFORD CT	05/16/16 05/17/16	FINAL READ
WPRESS16-000005 City Council Packet	MO10-004290-0000-01	ACQUIS INC, SPORTS CREEK 4290 MORRISH RD	05/16/16	WATER PRESSURE June 13, 2016

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD16-1007 COMPLETED	YA10-007016-0000-01	KENDRICK, JOHN 7016 YARMY DR	05/17/16 05/17/16	FINAL READ
HYDR16-0012 COMPLETED	DU10-005326-0000-01	WYATT, DONALD 5326 DURWOOD DR	05/17/16 05/17/16	HYDRANTS
MTRP16-0487 COMPLETED	BR20-006169-0000-03	HUDSON, ERIC 6169 BRISTOL RD	05/18/16 05/18/16	METER REPAIR
FNRD16-1009 COMPLETED	EL10-004126-0000-10	NEMER, SAMIRA 4126 ELMS RD	05/19/16 05/19/16	FINAL READ
FNRD16-1008 CANCELLED	MI10-007162-0000-01	SPENCER, HAROLD 7162 MILLER RD	05/20/16	FINAL READ
HYDR16-0013 COMPLETED	EL10-003317-0000-01	HERD, ERIC 3317 ELMS RD	05/20/16 05/20/16	HYDRANTS
WTON16-0921 COMPLETED	CH20-008462-0000-01	CATON, LINDA 8462 CHESTERFIELD DR	05/20/16 05/20/16	WATER TURN ON
FNRD16-1010 COMPLETED	CO10-004469-0000-03	DONNELLY, MARTHA 4469 COLONY CT	05/23/16 05/23/16	FINAL READ
WOFF16-1460 COMPLETED	FO10-005014-0000-01	LEECH, LAURIE 5014 FORD ST	05/23/16 05/23/16	WATER TURN OFF
GWO16-0350 COMPLETED	CA10-008336-0000-01	SWARTZ CREEK SCHOOLS- WAREHO 8336 CAPPY LN	05/25/16 05/25/16	GENERIC WORK ORDE
GWO16-0351 COMPLETED	MI10-006192-0000-01	POLASEK, JAMES 6192 MILLER RD	05/25/16 05/25/16	GENERIC WORK ORDE
GWO16-0352	GR10-005226-0000-01	ELSTON, FREDERICK 5226 GREENLEAF DR	05/25/16	GENERIC WORK ORDE
TRIM16-0025	IN10-008063-0000-01	VERIZON 8063 INGALLS ST	05/25/16	TREE-TRIM
SI-000006 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	05/25/16 05/25/16	SIGNS
FNRD16-1011 COMPLETED	MI10-007241-0000-03	DIECK, RONALD 7241 MILLER RD	05/26/16 05/26/16	FINAL READ
GWO16-0353	SP10-004384-0000-02	KREPP, LUCILLE 4384 SPRINGBROOK DR	05/27/16	GENERIC WORK ORDE
WTON16-0922 COMPLETED	HO10-005015-0000-01	TRECHA BROS. SUPPLY CO. INC. 5015 HOLLAND DR	05/27/16 05/27/16	WATER TURN ON
FNRD16-1012	LI10-004261-0000-08	SIMMONS, ANGELINE 4261 LINDSEY DR	05/31/16	FINAL READ
MNT16-0217	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	05/31/16	BUILDING MAINTENA
SIGN16-0013	SC20-005122-0000-01	STERLING, JAMES 5122 SCHOOL ST	05/31/16	CHECK TRAFFIC SIG
INSP16-000001	WI10-005360-0000-02	OCKERMAN, RICHARD 5360 WINSHALL DR	05/31/16	TREE INSPECTION
DRAN16-00041	WI10-005360-0000-02	OCKERMAN, RICHARD	05/31/16	STORM DRAINS

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	

5360 WINSHALL DR

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Total Records: 42

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Report Generated: 6/2/2016 10:50 AM  
Report Options: Scheduled From: 5/1/2016 To: 5/31/2016

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# DPS ACTIVITY

## MAY 2016

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
<b>101 GENERAL FUND</b>						
262.0 ELECTIONS	9.00			0.16		
345.0 P S BLDG	61.58	0.32	1.01	0.56		
781.0 AMPHI-PARK	4.00					
782.0 WINSHALL PARK	48.19	0.24	0.92	0.36		
783.0 ELMS PARK	205.04	0.64	2.60	2.31		
784.0 BICENT. PARK	17.00		0.42	0.29		
790.0 SENIOR CENTER/LIBRARY	34.08	0.32	0.24	0.23		
793.0 CITY HALL	15.76	0.24	0.09	0.13		
794.0 COMM PROMO	2.00					
796.0 CEMETERY	1.00				1.00	
<b>202 MAJOR STREET FUND</b>						
429.0 SAFETY						
441.0 PARK & RIDE	4.00			0.05		
463.0 STREET MAIN	73.75		1.91	1.54		
474.0 TRAFFIC	10.38					
478.0 SNOW & ICE						
482.0 ADMIN	12.16	0.64				
<b>203 LOCAL STREET FUND</b>						
429.0 SAFETY						
463.0 STREET MAIN	127.00		2.42	1.33		
474.0 TRAFFIC						
478.0 SNOW & ICE						
482.0 ADMIN	3.80	0.20				
<b>226 GARBAGE FUND</b>						
528.0 COLLECT	4.56	0.24				
530.0 WOODCHIPPING	77.41	0.24	2.68	1.00		
782.0 WINSHALL PARK GARBAGE	7.50		0.33	0.25	1.00	1.00
783.0 ELMS PARK GARBAGE	12.50		0.33	0.36	1.00	1.00
793.0 CITY HALL	2.80		0.02	0.03		
<b>590 WATER</b>						
540.0 WATER SYSTEM	86.85	2.40	0.71	0.63	4.50	
540.0 WATER-ON CALL	2.00		0.21	0.01		
542.0 READ & BILL	10.88			0.08		
793.0 CITY HALL	7.01		0.06	0.08		
<b>591 SEWER</b>						
536.0 SEWER SYSTEM	54.60	2.40	0.35	0.18		
536.0 SEWER-ON CALL	2.00		0.21	0.01		
537.0 LIFT STATION	14.25		0.44	0.24		
542.0 READ & BILL	10.88			0.08		
793.0 CITY HALL	6.99		0.06	0.08		
<b>661 MOTOR POOL FUND</b>						
795.0 CITY GARAGE	44.03	0.12	0.99	0.51		
<b>DAILY HOURS TOTAL</b>	<b>973.00</b>	<b>8.00</b>	<b>16.00</b>	<b>10.50</b>	<b>7.50</b>	<b>2.00</b>

May 2016	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#5-16 2WD gas	239.0		18.0		
#7-15 4WD gas	566.0		66.2		
#3-08 P/U 4WD gas	743.0		67.5		
09-03 P/U 4WD diesel	349.0				29.0
#2-08 P/U 4WD gas	551.0		69.0		
#6-00 BACKHOE diesel					
#11 DUMP gas	40.8		24.3		
#12-02 DUMP diesel					
#12-04 DUMP diesel					
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					32.0
#19 JD TRACTOR diesel					20.0
#06-99 BUCKET TRUCK gas					
#21 WOOD CHIPPER diesel					44.0
#807 STREET SWEEPER diesel	50.0				51.5
#42 ASPHALT HEATER diesel					9.0
#37 TRAIL ARROW					
#10-15 GEN gas			12.5		
<b>TOTAL</b>	<b>2538.8</b>		<b>257.5</b>		<b>185.5</b>

DPS Equipment Rental  
 May 2016  
 Page 1

Nature Of Work	1,3,07'03, 09'03	1,3,07'03, 09'03a	5-16	06'00	06'00a	6-99	09'02	11	11a	12'02	12'02a	12-04	12-04a
101.262 Elections	5												
101.450 Forestry													
101.781 Pajtas Amphi													
101.782 Winshall Pk	12.6												
101.783 Elms Pk	51.4							2					
101.784 Bicentennial Pk	6							10					
101.790 Sen Ctr./Lib	6.3											10	
101.345 PS Bldg	15.8												
101.793 City Hall	9.6												
101.794 Comm.Promo	14												
661.795 City Garage	4.8												
101.796 City Cem													
202.463 Maint. Major	35												
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin	9.6												
203.463 Maint-Local	42							12		2			
203.474 Traffic-Local	2												
203.478 Snow/Ice-Local													
203.482 Local-Admin	3												
226.528 Waste Collect	3.6												
226.530 Woodchipping	23.6							28					
590.540 Water System	67									6		4	
590.542 Water-Read/Bill	11.5												
591.536 Sewer System	39												
591.537 Sewer Lift Stat	6												
226.782 Winshall Pk Gbg	6												
226.783 Elms Pk Gbg	11.5												
591.542 Sewer.Read/Bill	11.5												
<b>Total</b>	<b>396.8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>14</b>	<b>0</b>

DPS Equipment Rental  
 May 2016  
 Page 2

Nature Of Work	Portable Generator	17	Sweeper	19	Chipper	#42 Arrow	Arrow Board	Trailer	Roller	Pressure Washer	Post Hole Digger	01'98	open
101.262 Elections													
101.450 Forestry						1							
101.781 Pajtas Amphi													
101.782 Winshall Pk													
101.783 Elms Pk		12		2									
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib													
101.345 PS Bldg		11											
101.793 City Hall													
101.794 Comm Promo													
661.795 City Garage													
101.796 City Cem													
202.463 Maint. Major		6	12	2									
202.474 Traffic-Major													
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local		11	16		6	8							
203.474 Traffic-Local													
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Wast Collect													
226.530 Woodchipping													
590.540 Water System		12		4									
590.542 Water-Read/Bill													
591.536 Sewer System													
591.537 Sewer Lift Stat													
<b>Total</b>	<b>0</b>	<b>52</b>	<b>28</b>	<b>8</b>	<b>34</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

05/31/2016

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 05/31/2016**

<b>GL NUMBER</b>	<b>2015-16 AMENDED BUDGET</b>	<b>YTD BALANCE 05/31/2016 NORMAL (ABNORMAL)</b>	<b>AVAILABLE BALANCE NORMAL (ABNORMAL)</b>	<b>% BDGT USED</b>
<b>Fund 101 - General Fund</b>				
TOTAL REVENUES	2,426,823.83	2,215,131.69	211,692.14	91.28
TOTAL EXPENDITURES	2,375,690.73	1,862,583.17	513,107.56	78.40
NET OF REVENUES & EXPENDITURES	51,133.10			
<b>Fund 202 - Major Street Fund</b>				
TOTAL REVENUES	448,183.67	393,159.69	55,023.98	87.72
TOTAL EXPENDITURES	635,124.04	511,228.65	123,895.39	80.49
NET OF REVENUES & EXPENDITURES	(186,940.37)			
<b>Fund 203 - Local Street Fund</b>				
TOTAL REVENUES	219,360.00	174,155.90	45,204.10	79.39
TOTAL EXPENDITURES	188,295.80	122,968.91	65,326.89	65.31
NET OF REVENUES & EXPENDITURES	31,064.20			
<b>Fund 226 - Garbage Fund</b>				
TOTAL REVENUES	384,557.00	371,893.17	12,663.83	96.71
TOTAL EXPENDITURES	416,709.03	308,574.29	108,134.74	74.05
NET OF REVENUES & EXPENDITURES	(32,152.03)			
<b>Fund 248 - Downtown Development Fund</b>				
TOTAL REVENUES	45,750.00	47,966.79	(2,216.79)	104.85
TOTAL EXPENDITURES	36,768.00	10,545.54	26,222.46	28.68
NET OF REVENUES & EXPENDITURES	8,982.00			
<b>Fund 265 - Drug Enforcement Fund</b>				
TOTAL REVENUES	7,851.00	6,900.55	950.45	87.89
TOTAL EXPENDITURES	9,251.00	9,813.26	(562.26)	106.08
NET OF REVENUES & EXPENDITURES	(1,400.00)			
<b>Fund 350 - City Hall Debt Fund</b>				
TOTAL REVENUES	103,020.00	102,851.74	168.26	99.84
TOTAL EXPENDITURES	103,020.00	101,630.00	1,390.00	98.65
NET OF REVENUES & EXPENDITURES	0.00			
<b>Fund 402 - Fire Equip Replacement Fund</b>				
TOTAL REVENUES	30,060.00	30,071.30	(11.30)	100.04
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,060.00			
<b>Fund 590 - Water Supply Fund</b>				

05/31/2016

**REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 05/31/2016**

	<b>2015-16 AMENDED</b>	<b>YTD BALANCE 05/31/2016</b>	<b>AVAILABLE BALANCE</b>	<b>% BDGT</b>
<b>TOTAL REVENUES</b>	1,830,676.06	1,417,527.60	413,148.46	77.43
<b>TOTAL EXPENDITURES</b>	2,104,892.14	1,531,853.60	573,038.54	72.78
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(274,216.08)</b>			
<b>Fund 591 - Sanitary Sewer Fund</b>				
<b>TOTAL REVENUES</b>	1,292,580.25	1,005,796.10	286,784.15	77.91
<b>TOTAL EXPENDITURES</b>	1,513,248.08	953,202.28	560,045.80	62.99
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(220,667.83)</b>			
<b>Fund 661 - Motor Pool Fund</b>				
<b>TOTAL REVENUES</b>	283,465.00	252,942.68	30,522.32	89.23
<b>TOTAL EXPENDITURES</b>	281,848.60	157,582.71	124,265.89	55.91
<b>NET OF REVENUES &amp; EXPENDITURES</b>	1,616.40			
<b>Fund 865 - Sidewalks</b>				
<b>TOTAL REVENUES</b>	10,000.00	1,920.00	8,080.00	19.20
<b>TOTAL EXPENDITURES</b>	9,500.00	2,665.00	6,835.00	28.05
<b>NET OF REVENUES &amp; EXPENDITURES</b>	500.00			
<b>Fund 866 - Weed Fund</b>				
<b>TOTAL REVENUES</b>	7,800.00	9,160.00	<b>(1,360.00)</b>	117.44
<b>TOTAL EXPENDITURES</b>	1,640.00	1,230.00	410.00	75.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	6,160.00			
<b>Fund 871 - Sewer Special Assessment Fd</b>				
<b>TOTAL REVENUES</b>	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	3,650.25	3,650.25	0.00	100.00
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(3,650.25)</b>			

## May 2016 FANG Report

Please see the below listed activity report for FANG. Another outstanding month of activity from the FANG section:

On 5-2-16, FANG officers responded to a mobile meth lab in the city of Flint at the request of Flint Post Troopers. FANG officers assisted Troopers with the investigation then searched, seized, packaged and transported the methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 5-2-16, FANG officers performed a knock and talk at a large indoor marijuana grow. The marijuana grow was found to be operating outside of the Medical Marijuana Law. Officers seized 55 marijuana plants and approx. 4lb of processed marijuana.

On 5-3-16, FANG officers working cooperatively with the A.T.F. obtained and executed a search warrant at a residence in the city of Flint. Officers seized 4 ounces of cocaine, 1lb of marijuana and a stolen semi-auto pistol. Forfeiture proceedings were initiated on \$630.00. The suspect a convicted felon was lodged. Federal prosecution is being sought.

On 5-3-16, FANG officers responded to a residence in the city of Flint reference a methamphetamine lab at the request of Flint Post Troopers. FANG officers assisted Troopers with the investigation then searched, seized, packaged and transported the methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 5-4-16, FANG officers performed a controlled purchase of cocaine from a suspect in a residence in the city of Flint. The investigation is on-going.

On 5-5-16, FANG officers performed a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 5-6-16, FANG officers responded to a residence in the city of Flint reference a methamphetamine lab at the request of Flint Post Troopers. FANG officers assisted Troopers with the investigation then searched, seized, packaged and transported the methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 5-8-16, FANG officers responded to a residence in the city of Flint reference a methamphetamine lab at the request of Flint Post Troopers. FANG officers assisted Troopers with the investigation then searched, seized, packaged and transported the methamphetamine hazardous materials to the MSP methamphetamine hazardous materials storage container in Bridgeport.

On 5-9-16, FANG officers conducted surveillance in an area of hotels in Flint Township. After observing suspected hand to hand drug transactions in a gas station parking lot near the hotels, officers made contact with the suspect. Officers found the suspect in possession of 14 bindles of heroin. Forfeiture proceedings were initiated on \$484.00. The suspect also had a felony warrant for assault for his arrest. The suspect was lodged in the Genesee County Jail.

On 5-9-16, FANG officers conducted a controlled purchase of heroin from a suspect in a residence in the city of Flint. Officers then obtained and executed a search warrant at the residence on 5-10-16. Prior to executing the search warrant officers conducted surveillance on the residence-observing two suspect's leave the residence on foot. As officers approached one attempted to flee on foot, throwing a baggy containing 8 bindles of heroin on the ground. Officers chased the suspect on foot. Assisting uniform troopers deployed a Taser capturing the suspect. The other suspect was taken into custody without incident. Officers then executed the search warrant seizing an additional amount of heroin and initiating forfeiture proceedings on \$188.00. Both suspects were lodged in the Flint City Jail.

On 5-10-16, FANG officers conducted a controlled purchase of heroin from a suspect in the parking lot of a fast food restaurant in the city of Flint. Officers conducted surveillance after the buy, following the suspect back to a residence in the city of Flint. On 5-17-16, officers conducted another controlled purchase of heroin from this same suspect at the same fast food restaurant, again following the suspect back to the same residence. Officers obtained and then executed a search warrant at the residence on 5-19-16. Officers seized 18 grams of heroin, 2 grams of crack and 4 fentanyl patches. Forfeiture proceedings were initiated on \$2916.00. The suspect is currently on federal probation, he was lodged in the Flint City Jail.

On 5-11-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 5-11-16, FANG officers obtained and executed two search warrants at two residences next to each other in Mundy Twp. Both homes were large indoor marijuana grows. Officers seized 298 marijuana plants and 23 lbs. of processed marijuana. Forfeiture proceedings were initiated on \$825.00 and a 2009 Harley Davidson motorcycle. Two suspects were lodged in the Flint City Jail.

On 5-11-16, FANG officers contacted circuit court probation requesting assistance searching a probationer's residence in the city of Flint. Officers received information the suspect was selling heroin, the suspect was currently on probation from a FANG case. Officers seized a small amount of heroin and cocaine. The suspect was lodged in the Flint City Jail.

On 5-11-16, FANG officers assisted the A.T.F. with surveillance and execution of a search warrant in the city of Flint. Two handguns were recovered. Federal prosecution is being sought by the A.T.F.

On 5-12-16, FANG officers conducted a controlled purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 5-12-16, FANG officers observed a drug transaction at a gas station parking lot in the City of Flint. Officers began surveillance on the suspected drug dealer and followed the vehicle until a marked unit was available to initiate a traffic stop. The male passenger was seen putting something in his mouth as officers approached the vehicle. A small amount of Heroin was located in the vehicle and both males were arrested. They were later lodged in the City lock up.

On 5-13-16, FANG officers conducted a controlled purchase of cocaine using an Undercover Officer (UC). The UC met with a known drug dealer in a bar parking lot in the City of Burton. The UC purchased cocaine from the male and intelligence was gathered on the male suspect.

On 5-13-16, FANG officers conducted a controlled purchase buy/bust of heroin using an Undercover Officer (UC). The UC met with a known drug dealer in a parking lot in the City of Flint. The UC purchased heroin from the male and officers moved in to arrest the suspect. Officers seized approximately 4 grams of heroin. The male was lodged in the Flint City lock up.

On 5-14-16, FANG officers assisted Burton PD with a search warrant in the City of Burton. Officers seized 18 marijuana plants, approximately 1 oz of Marijuana, prescription pills, and 30 firearms. Forfeiture was initiated on \$1800.00. The male resident was arrested and lodged in the Genesee County Jail.

On 5-16-16, Clandestine Lab trained FANG members responded to a house in the City of Burton to assist MSP on a suspected methamphetamine lab. Officers assisted with search of the home and made the components safe. Officers packaged and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. The investigation is still on going.

On 5-16-16, FANG officers conducted a controlled purchase of heroin using a Confidential Informant (CI). FANG officers conducted surveillance on the CI as he/she met with a male suspect in a mall parking lot. The CI purchased the heroin from the suspect. Intelligence was gathered on the suspect and the investigation is still on going.

On 5-17-16, FANG officers conducted a controlled purchase of heroin using a Confidential Informant (CI). FANG officers conducted surveillance on the CI as he/she met with a male suspect in a mall parking lot. The CI purchased the heroin from the suspect. Intelligence was gathered on the suspect and the investigation is still on going.

On 5-17-16, FANG officers conducted a controlled purchase of crack cocaine using a Confidential Informant (CI). FANG officers conducted surveillance on the CI as he/she went to a house in the City of Flint. The CI purchased the crack cocaine from the suspect. Intelligence was gathered on the suspect and the investigation is still on going.

On 5-17-16, FANG officers conducted a controlled purchase of crack cocaine using a Confidential Informant (CI). FANG officers conducted surveillance on the CI as he/she went to a motel in the City of Flint. The CI purchased the crack cocaine from the suspect. Intelligence was gathered on the suspect and the investigation is still on going.

On 5-19-16, FANG officers executed a search warrant at a house in the City of Flint. Officers seized approximately 12 grams of heroin, 5 grams of crack cocaine, and 4 Suboxone strips. The male resident was arrested and also on Federal Probation. Forfeiture was initiated on \$2916.00.

On 5-19-16, FANG officers conducted a controlled purchase of heroin using a Confidential Informant (CI). FANG officers conducted surveillance on the CI as he/she went to a house in the City of Flint. The CI purchased the heroin from the suspect. Intelligence was gathered on the suspect and the investigation is still on going.

On 5-23-16, FANG officers were conducting surveillance on a suspected drug dealer. Officers observed the female suspect make a hand-to-hand drug transaction with another female in a gas station parking lot in the City of Flint. Officers moved in and arrested both females. A small amount of heroin was seized and both females were lodged. The investigation is still on going.

On 5-25-16, Clandestine Lab trained FANG members responded to a house in the City of Flint to assist MSP on a suspected methamphetamine lab. Officers assisted with search of the home and made the components safe. Officers packaged and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. The investigation is still on going.

On 5-26-16, Clandestine Lab trained FANG members responded to a house in the City of Flint to assist MSP on a suspected methamphetamine lab. Officers assisted with search of the home and made the components safe. Officers packaged and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. The investigation is still on going.

On 5-26-16, FANG officers and the MSP ES team executed a search warrant at a home in the City of Flint. Officers seized approximately 55 grams of cocaine, 20 grams of crack, .5 grams of heroin, 16 hydrocodone pills, and 42 grams of marijuana. Officers also recovered 2 stolen handguns. Forfeiture was initiated on \$2346.00. Officers arrested and lodged 8 subjects related to the house.

On 5-27-16, Clandestine Lab trained FANG members responded to a house in the City of Flint to assist MSP on a suspected methamphetamine lab. Officers assisted with search of the home and made the components safe. Officers packaged and transported the hazardous materials to the MSP methamphetamine hazardous material storage container in Bridgeport. The investigation is still on going.

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

Pat

D/F/Lt. Patrick Richard  
Section Commander-Flint Area Narcotics Group  
Third District Headquarters  
Michigan State Police  
Mailing Address:  
F.A.N.G.  
PO Box 614

Grand Blanc, Mi 48480  
Office: 810-233-3689  
Cell: 616-260-8583  
FAX: 810-233-7119  
[richardp@michigan.gov](mailto:richardp@michigan.gov)

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

06/02/2016 CHECK REGISTER FOR CITY OF SWARTZ CREEK  
CHECK DATE FROM 05/01/2016 - 05/31/2016

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
05/05/2016	41975	ACE-SAGINAW PAVING COMPANY	COLD PATCH	1,439.60
05/05/2016	41976	ARROW UNIFORM RENTAL	UNIFORMS, MATS, SUPPLIES, ENV. MATS, SUPPLIES	101.13 31.82 <b>132.95</b>
05/05/2016	41977	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	52.00
05/05/2016	41978	CHARTER TOWNSHIP OF MUNDY	JAN-MARCH 2016/CLOLINGER	9,375.00
05/05/2016	41979	CHARTER TOWNSHIP OF MUNDY	COST SHARING AGREEMENT/POLICE	2,465.62
05/05/2016	41980	COMCAST BUSINESS	5/1-5/31/16 PUBLIC SAFETY BLDG	149.80
05/05/2016	41981	DONALD KORTH	4GB DDR3 MEMORY MODULE CONFIGURE COMPUTER FOR POLICE	50.00 300.00 <b>350.00</b>
05/05/2016	41982	FAMILY FARM AND HOME INC	NUTS, BOLTS, WASHERS NUTS, BOLTS, WASHERS GLOVES 12 PK NUTS, BOLTS, WASHERS RAKE (2)/GLOVES (4) 40 LB PINE FERTILIZER (6) 40 LB FERTILIZER (3) BLACK PARACORD 50 LB GRASS SEED 50 LB CALC CHLORIDE (3)/GLOVES FUEL&INJ CLN CONC/UTLTY CUT-OFF TOOL SAFETY GLASSES/T-SHIRT JERSEY GLOVES BENT HITCH PIN	8.96 3.60 11.99 1.00 109.94 71.94 35.97 7.99 64.99 55.96 22.98 26.98 22.98 2.49 <b>447.77</b>
05/05/2016	41983	GILL ROYS HARDWARE	SAFETY GLASSES BATTERIES KEYS COPIES SPONGE (3) SPREADER/TURFBUILDER (8)/NUTS, BOLTS, SC WEED & FEED (5) 60# MORTAR (3) 60# MORTAR MIX 2 PK 9V BATTERY PENETRANT/AEROSOL LUBRICANT 15 PK TREE & SHRUB SPIKES 15 PK TREE SPIKES 15 PK YARD WASTE BAG (3) SOAP (8) 6" HEAVY STRAP HINGE (2) KEY RING/KEYS (5) 2" COMBO BIT/4 PC NUTDRIVER SET CLEANING SUPPLIES APRIL 2016 DISCOUNT	27.96 14.99 11.34 16.77 477.50 174.90 16.77 5.59 8.59 18.98 13.99 13.99 23.97 15.92 9.98 12.44 22.58 26.92 <b>(23.85)</b> <b>889.33</b>
05/05/2016	41984	HYDRO DESIGNS INC	APR-MAR 16 WTR CROSS CONN CTRL AND COMPL	855.00
05/05/2016	41985	INTEGRITY BUSINESS SOLUTIONS	EML/OFFICE SUPPLIES EML/OFFICE SUPPLIES EML/GARBAGE BAGS (6)/KITCHEN TOWELS (2) EML/OFFICE SUPPLIES	274.21 240.47 442.32 433.20

			HIGHLIGHTERS (8)	11.92
				<b>1,402.12</b>
05/05/2016	41986	<b>JOHNS TRUCK SERVICE</b>	REPAIR HANGER FOR RACK	185.00
			ANGLE IRON (4)/REPLACE MUD FLAP HANGERS	215.16
				<b>400.16</b>
05/05/2016	41987	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/2 RESIDENTIAL	860.00
05/05/2016	41988	LANDMARK APPRAISAL CO	APR 2016 ASSESSOR SERVICES OCT 2015 - JU	2,417.89
05/05/2016	41989	MUNICIPAL CODE CORP	5 COPIES SUPP NO 2 TO CODE OF ORDINANCES	2,039.09
05/05/2016	41990	PURCHASE POWER	APRIL 2016 POSTAGE/TRANS FEE	2,020.99
05/05/2016	41991	RWS OF MID MICHIGAN	APR 16 FY16 GARBAGE/RECYCLING/YARD WASTE	20,847.36
05/05/2016	41992	SELF SERVE LUMBER CO.	LUMBER/ELMS PARK	169.43
05/05/2016	41993	SUBURBAN AUTO SUPPLY	TRI-SEAL	12.99
05/05/2016	41994	VERIZON WIRELESS	APRIL 2016 MONTHLY INVOICE	393.39
05/05/2016	41995	WALDORF AND SONS INC	REPLACED WATER SERV LINE 5226 WINSHALL	1,710.00
05/12/2016	41996	AMERICAN MESSAGING	MAY 2016 8108332563/8108331159	26.05
05/12/2016	41997	<b>ARROW UNIFORM RENTAL</b>	MATS, SUPPLIES	31.82
			UNIFORMS, MATS, SUPPLIES, ENV.	101.13
				<b>132.95</b>
05/12/2016	41998	BRADYS BUSINESS SYSTEMS	COPY MACH MAINT AGREEMENT 4/15-5/14/16	96.82
05/12/2016	41999	BRANCHING OUT NURSERY & LANDSCAPING	6 FT EMERALD ARBORVITAE (16)	800.00
05/12/2016	42000	BS & A SOFTWARE	ANNUAL MTC 5/1/16-5/1/17 AP/UB/DELQ/GL/P	4,509.00
05/12/2016	42001	CHARTER TOWNSHIP OF MUNDY	COST SHARING AGREEMENT LEADSONLINE 6/15/	879.00
05/12/2016	42002	CITY OF SWARTZ CREEK	PETTY CASH REIMB	150.52
05/12/2016	42003	COMFORT INN	HOTEL ROOM 6/21-6/22/16 SZMANSKY SEPLA T	153.00
05/12/2016	42004	CONCORDE INN OF CLINTON TWP	HOTEL ROOM MCFADDEN TRAINING 5/24/16	71.18
05/12/2016	42005	CONNIE ESKEW	ELECTION SUPPLIES 5/3/16 ELECTION	20.43
05/12/2016	42006	CONSUMERS ENERGY	4/5-5/2/16 A 8011 MILLER RD	22.59
05/12/2016	42007	CONSUMERS ENERGY	4/5-5/3/16 A 4510 MORRISH RD	31.65
05/12/2016	42008	CONSUMERS ENERGY	4/1-4/30/16 STREET LIGHTS	8,014.96
05/12/2016	42009	CONSUMERS ENERGY	4/1-4/30/16 4524 MORRISH RD	38.70
05/12/2016	42010	CONSUMERS ENERGY	4/1-4/30/16 TRAFFIC LIGHTS	382.87
05/12/2016	42011	CONSUMERS ENERGY	4/1-4/30/16 SIRENS	25.48
05/12/2016	42012	CONSUMERS ENERGY	4/1-4/30/16 ELMS PARKING LOT	26.02
05/12/2016	42013	CONSUMERS ENERGY	4/7-5/5/16 A 6425 MILLER PARK-N-RIDE	92.74
05/12/2016	42014	CONSUMERS ENERGY	4/3-5/2/16 A 8499 MILLER RD	23.49
05/12/2016	42015	CONSUMERS ENERGY	4/3-5/3/16 E 8059 FORTINO DR	63.52
05/12/2016	42016	CONSUMERS ENERGY	4/3-5/2/16 A 8100 CIVIC DR	1,049.69
05/12/2016	42017	CONSUMERS ENERGY	4/4-5/3/16 A 9099 MILLER RD	24.94
05/12/2016	42018	CONSUMERS ENERGY	4/3-5/2/16 A 8095 CIVIC DR	790.86
05/12/2016	42019	CONSUMERS ENERGY	4/2-5/2/16 ADJ 5361 WINSHALL DR	22.59
05/12/2016	42020	CONSUMERS ENERGY	4/3-5/2/16 A 8083 CIVIC DR	617.27
05/12/2016	42021	CONSUMERS ENERGY	4/5-5/3/16 A 5121 MORRISH RD	907.13
05/12/2016	42022	CONSUMERS ENERGY	4/7-5/5/16 A 4125 ELMS RD	29.38
05/12/2016	42023	CONSUMERS ENERGY	4/7-5/5/16 A 4125 ELMS RD	25.72
05/12/2016	42024	CONSUMERS ENERGY	APRIL 2016 5257 WINSHALL DR	22.59
05/12/2016	42025	CONSUMERS ENERGY	4/2-5/3/16 A WINSHALL RESTROOMS	23.77
05/12/2016	42026	CORE TECHNOLOGY CORPORATION	CORE/TALON SUPPORT 4/1/16-3/31/17	375.00
05/12/2016	42027	CREEK AUTO SERVICES LLC	LOF MONTHLY, BRAKES, TURN ROTORS, RPLC R	491.45
05/12/2016	42028	DAVID KRUEGER	MILEAGE FOR FUNERAL	70.20
05/12/2016	42029	FIDELITY SECURITY LIFE INSUR/EYEMED	MAY 2016 VISION - RETIREES (5)/COBRA (1)	30.06
05/12/2016	42030	FLINT WELDING SUPPLY	FAX/CYLINDER COMPRESSED OXYGEN	5.00
05/12/2016	42031	GENESEE CTY DRAIN COMMISSIONER	MISS DIG NOV 2015-APRIL 2016	79.00
05/12/2016	42032	GRAND BLANC CEMENT PRODUCTS INC	MASON MIX 80# (6)	39.18
05/12/2016	42033	GRAND TRUNK WESTERN RAILROAD	EML/RR CROSSING MAINT 5/1/16-4/30/17	3,459.00
05/12/2016	42034	<b>INTEGRITY BUSINESS SOLUTIONS</b>	TONER	79.99
			WALLET FOLDERS	56.50
				<b>136.49</b>
05/12/2016	42035	<b>JAMS MEDIA LLC</b>	PLAN COMM PUBLIC HEARING 5/3/16	42.30

			CONCRETE FLAT WORK BID/DPW	42.30
			ASPHALT REPAIR BID/STREETS	42.30
			WATER QUALITY REPORT	1,012.50
				<b>1,139.40</b>
05/12/2016	42036	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (	840.00
05/12/2016	42037	LANDMARK APPRAISAL CO	MAY 2016 ASSESSOR SERVICES OCT 2015 - JU	2,417.89
05/12/2016	42038	LETAVIS ENTERPRISES INC.	JAN - MARCH 2016 VEH WASHES	202.50
05/12/2016	42039	MCLAREN MEDICAL MANAGEMENT INC	PHYSICAL NEW HIRE OFC KOLANOWSKI	146.00
05/12/2016	42040	MICHIGAN ASSOC OF PLANNING	FY16 MEMBERSHIP 7/1/16-6/30/17	800.00
05/12/2016	42041	MICHIGAN LUMBER CO	WHITE PINE (24)/SYP CONST3	278.02
05/12/2016	42042	<b>MICHIGAN PIPE AND VALVE</b>	WATER LINE PARTS/ELMS PARK	249.10
			WATER LINE PARTS/ELMS PARK	55.90
			PARTS FOR WATER LINE/ELMS PARK	112.03
				<b>417.03</b>
05/12/2016	42043	MICHIGAN POLICE EQUIPMENT COMPANY	FEDERAL 40 CAL AMMO	272.00
05/12/2016	42044	MY-CAN LLC	PORTAJON RENTAL 4/18-5/23/16	90.00
05/12/2016	42045	RICHARD ABRAMS	SMALL CITIES MTG 5/4/16 DINNER/MILEAGE	45.10
05/12/2016	42046	ROWE PROFESSIONAL SERVICES CO	DE-BUILD BID PACKAGE	536.50
05/12/2016	42047	<b>SHARON L SHUMAKER</b>	REFUND RETIREE DENTAL	102.84
			REFUND RETIREE VISION	11.90
				<b>114.74</b>
05/12/2016	42048	SIMEN FIGURA & PARKER PLC	APRIL 2016 GEN'L/TRAFFIC/ORDIN	2,459.50
05/12/2016	42049	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	16.00
05/12/2016	42050	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	176.00
05/12/2016	42051	SUPER FLITE OIL CO INC	4/1-4/30/16 FUEL USAGE - POLICE	1,268.67
05/12/2016	42052	SUPER FLITE OIL CO INC	4/1-4/30/16 FUEL ISAGE - DPW	986.00
05/12/2016	42053	SWARTZ CREEK AREA FIRE DEPT.	APRIL 2016 MONTHLY RUNS	3,075.16
05/12/2016	42054	TARISHA WRIGHT	UB REFUND 4126 ELMS	267.17
05/12/2016	42055	TRANSUNION RISK AND ALTERNATIVE	TRANSUNION APRIL 2016	25.00
05/12/2016	42056	TUCKER PLUMBING	REPLACE WATER CLOSET AND URINAL	650.00
05/12/2016	42057	VILLAGE CLEANERS	UNIFORM CLEANING APRIL 2016	107.00
05/19/2016	42058	<b>ACE OUTDOOR SERVICES LLC</b>	6 YD STONE	210.00
			6 YD STONE	210.00
			7 YD RED MULCH	217.00
				<b>637.00</b>
05/19/2016	42059	<b>ARROW UNIFORM RENTAL</b>	MATS, SUPPLIES	31.82
			UNIFORMS, MATS, SUPPLIES, ENV.	115.43
				<b>147.25</b>
05/19/2016	42060	BIO-SERV CORPORATION	PEST CONTROL/PUBLIC SAFETY BLDG	52.00
05/19/2016	42061	<b>BLUE CARE NETWORK-EAST MI</b>	JUNE 2016 RETIREE MED INS KELLY	697.10
			JUNE 2016 RETIREE MED INS O'BRIEN	1,234.31
			JUNE 2016 RETIREE MED INS SHANNON	727.92
			JUNE 2016 RETIREE MED INS CLOLINGER	1,254.22
			JUNE 2016 COBRA INS BUECHE	534.90
				<b>4,448.45</b>
05/19/2016	42062	CINDI MATTHEWS	UB REFUND FOR 4206 MOUNTAIN ASH	305.76
05/19/2016	42063	D & G EQUIPMENT INC	DRAG LINK	352.75
05/19/2016	42064	D & G SIGNS LLC	MAGNETIC SIGN WITH VINYL GRAPHICS	226.73
05/19/2016	42065	DONALD KORTH	UPATED WORKSTATIONS CITY HALL/POLICE	300.00
05/19/2016	42066	GCGC	GCGC MTG 6/9/16	30.00
05/19/2016	42067	GEN CTY ROAD COMMISSION	APRIL 2016 SIGNAL MAINT MILLER @ FAIRCHI	163.56
05/19/2016	42068	GEN CTY ROAD COMMISSION	36"X36" ALUMNM/36"X50 YD YELLOW SHEETING	59.15
05/19/2016	42069	GEN CTY ROAD COMMISSION	APRIL 2016 SIGNAL MAINT I-69 MILLER RD	447.02
05/19/2016	42070	JMZ PROPERTIES	UB REFUND FOR 5185 WINSHALL	2.10

05/19/2016	42071	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	800.00
05/19/2016	42072	MICHIGAN LUMBER CO	LUMBER 7 PC WHITE PINE	78.05
05/19/2016	42073	MICHIGAN PIPE AND VALVE	PIPE	145.31
05/19/2016	42074	MID MICHIGAN MANUFACTURING	JETTED STORM DRAIN	510.00
05/19/2016	42075	MID STATES BOLT AND SCREW CO	CAUTION TAPE/OBSOLETE PARTS (12)	24.45
05/19/2016	42076	PATSY LOU BUICK GMC INC	2013 CHEV SILVERADO	14,525.00
05/19/2016	42077	THOMAS SVRCEK	ARBORVITAE (10)/FLOWERS	246.40
05/19/2016	42078	UNUM LIFE INSURANCE	JUNE 16 RETIREE LIFE CLOLINGER/SHANNON	20.25
05/26/2016	42079	ACE OUTDOOR SERVICES LLC	5 YD RED MULCH	155.00
05/26/2016	42080	ADS PLUS PRINTING LLC	NAME PLATE J FARMER	16.60
05/26/2016	42081	AIS CONSTRUCTION EQUIPMENT CORP	60" 3 PLY BELTING	439.92
05/26/2016	42082	ARROW UNIFORM RENTAL	MATS, SUPPLIES	31.82
			UNIFORMS, MATS, SUPPLIES, ENV.	101.13
				<u>132.95</u>
05/26/2016	42083	CARROT-TOP INDUSTRIES	EML/ELECTION SIGN	421.66
			RETURN ELECTION SIGN	(375.25)
				<u>46.41</u>
05/26/2016	42084	COMCAST BUSINESS	5/26-6/25/16 CITY HALL	288.75
05/26/2016	42085	DELTA DENTAL PLAN	JUNE 16 DENTAL-RETIREEES (5)/COBRA (1)	365.26
05/26/2016	42086	GENESEE CTY DRAIN COMMISSIONER	WATER 3/30-4/27/16 2,182,808	116,596.05
05/26/2016	42087	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES/RESIDENTIAL (	1,040.00
05/26/2016	42088	OFFICE DEPOT CREDIT PLAN	20" LED MONITOR	89.99
05/26/2016	42089	RYAN PATTON	ELMS PARK DEPOSIT REFUND 5/14/16 #3	100.00
05/26/2016	42090	SALLY M ADAMS	JAN-JUNE 2016 RETIREE MEDICAL	1,506.00
05/26/2016	42091	SWARTZ CREEK SCHOOLS	10 CASES OF COPY PAPER	242.30
GEN TOTALS:				
Total of 117 Checks:				233,060.92
Less 0 Void Checks:				0.00
Total of 117 Disbursements:				<u>233,060.92</u>

# Enforcements By Category

Enforcement Number	Address	Status	Filed	Closed
E16-303	9275 HILL RD		05/24/16	
<b>Total Entries: 1</b>				

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E16-287	5256 DON SHENK DR	Violation	05/11/16	
E16-295	9220 YOUNG DR	No Violation	05/16/16	05/18/16
<b>Total Entries: 2</b>				

## WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E16-288	8408 MILLER RD		05/11/16	
E16-289	5132 WINSHALL DR		05/11/16	
E16-290	7512 GROVE ST		05/12/16	
E16-291	5282 VALLEYVIEW DR	Inspection Pending	05/12/16	
E16-292	4264 MORRISH RD	Closed	05/12/16	06/02/16
E16-293	5233 OAKVIEW DR	Violation	05/13/16	
E16-294	5233 OAKVIEW DR	Inspection Pending	05/13/16	
E16-296	9220 YOUNG DR	Inspection Pending	05/16/16	
E16-297	8353 MILLER RD	Inspection Pending	05/19/16	
E16-298	5256 DON SHENK DR	Inspection Pending	05/20/16	
E16-299	5388 DURWOOD DR		05/20/16	
E16-300	7025 MILLER RD		05/23/16	
E16-301	7029 MILLER RD		05/23/16	
E16-302	4290 MORRISH RD	Inspection Pending	05/24/16	
E16-304	5080 SCHOOL ST		05/27/16	

06/07/16

# Enforcements By Category

Total Entries: 15

**Total Records: 18**

Population: All Records  
Enforcement.DatedFiled Between 5/1/2016 12:00:00 AM AND 5/31/2016 11:59

# Inspection List

06/07/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
9267 CEDAR CREEK CT City Council Packet	58-03-627-003	Follow Up	05/02/2016			Amy Nichols
9265 CEDAR CREEK CT	58-03-627-015	Follow Up	05/02/2016			Amy Nichols
9269 CEDAR CREEK CT	58-03-627-004	Follow Up	05/02/2016			Amy Nichols
4458 SPRINGBROOK DR	58-36-651-068	Final	05/02/2016	05/02/2016	Approved	Larry Gramer
9064 CHESTERFIELD DR	58-03-526-007	Service	05/03/2016	05/03/2016	Approved	Leon Buning
8383 MILLER RD	58-02-504-009	Final	05/03/2016	05/03/2016	Approved	Bob Davis
8129 INGALLS ST 1	58-02-200-005	Follow Up	05/04/2016	05/05/2016	Partially Complied	Larry Gramer
5182 HELMSLEY DR	58-03-532-003	Ordinance	05/05/2016	05/05/2016	Partially Complied	Randy Gage
5070 MORRISH RD	58-02-529-031	Backfill	05/05/2016	05/05/2016	Approved	Larry Gramer
8129 INGALLS ST 2	58-02-200-005	Follow Up	05/05/2016	05/05/2016	Locked Out	Larry Gramer
8041 MAPLE ST	58-02-530-012	Follow Up	05/05/2016	05/05/2016	Partially Complied	Larry Gramer
8095 CIVIC DR	58-35-576-058	Site Visit	05/05/2016	05/05/2016	Approved	Larry Gramer
3452 HERITAGE BLVD	58-30-651-067	Post Hole-Front Po	05/09/2016	05/09/2016	Approved	Larry Gramer
8523 CHESTERFIELD DR	58-03-526-001	Post Hole	05/09/2016	05/09/2016	Approved	Larry Gramer
5205 DAVAL DR	58-02-501-015	Final	05/09/2016	05/09/2016	Approved	Larry Gramer
3 BROOKFIELD	58-35-776-003	Final	05/09/2016	05/09/2016	Approved	Larry Gramer
8403 CAPPY LN	58-02-503-048	Right of Way	05/09/2016			Tom Svrcek
7191 LINDSEY DR	58-36-676-048	Final	05/10/2016	05/09/2016	Approved	Leon Buning
7191 LINDSEY DR	58-36-676-048	Final	05/10/2016	05/10/2016	Approved	Bob Davis
8408 MILLER RD	58-35-551-003	Status	05/11/2016	05/11/2016	No Change	Randy Gage
4069 JENNIE LN	58-36-526-042	Status	05/11/2016	05/11/2016	Complied	Randy Gage
8408 MILLER RD	58-35-551-003	Site Inspection	05/11/2016			Tom Svrcek
5232 WINSHALL DR	58-02-503-082	Site Inspection	05/11/2016			Tom Svrcek
4874 MAYA LN	58-36-676-003	Final	05/12/2016	05/11/2016	Approved	Leon Buning
4974 MAYA LN	58-36-676-003	Final	05/12/2016	05/12/2016	Approved	Scott Herzberg
7219 LINDSEY DR	58-36-676-044	Footing	05/12/2016	05/12/2016	Partially Approved	Dennis Smith
5232 MORRISH RD	58-02-200-033	Ordinance	05/12/2016	05/12/2016	Complied	Randy Gage



# Inspection List

06/07/16

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
7025 MILLER RD City Council Packet	58-36-577-006	Site Inspection	05/23/2016			Tom Svrcek
7029 MILLER RD	58-36-577-008	Site Inspection	05/23/2016			Tom Svrcek
7460 MILLER RD	58-36-300-010	Final	05/24/2016	05/24/2016	Approved	Bob Davis
4280 MORRISH RD	58-35-400-001	Code	05/24/2016			Tom Svrcek
9275 HILL RD	58-03-576-007	Code	05/24/2016			Tom Svrcek
8460 CAPPY LN	58-02-502-019	Final	05/25/2016	05/25/2016	Approved	Scott Herzberg
8460 CAPPY LN	58-02-502-019	Rough	05/26/2016	05/26/2016	Approved	Dennis Smith
4241 LINDSEY DR	58-36-676-076	Service	05/26/2016	05/26/2016	Approved	Leon Buning
5067 MORRISH RD	58-01-100-023	Final	05/26/2016	05/26/2016	Approved	Leon Buning
5012 HOLLAND DR	58-02-529-017	Right of Way	05/26/2016			Tom Svrcek
4446 SPRINGBROOK DR	58-36-651-073	Final	05/27/2016	05/27/2016	Approved	Bob Davis
3263 HERITAGE BLVD	58-30-651-095	Final	05/27/2016	05/27/2016	Approved	Bob Davis
5282 WORCHESTER DR	58-02-551-003	Final	05/27/2016	05/27/2016	Locked Out	Bob Davis
3263 HERITAGE BLVD	58-30-651-095	Final	05/27/2016	05/27/2016	Approved	Bob Davis
5080 SCHOOL ST	58-02-526-023	Code	05/27/2016			Tom Svrcek
5026 HOLLAND DR 1	58-02-529-007	Follow Up	05/31/2016			Amy Nichols

## Inspections: 70

Population: All Records

Inspection.DateTimesScheduled Between 5/1/2016 12:00:00 AM AND 5/31/2016 11:59:59 PM

# City of Swartz Creek Building Permit List

2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB1600015	05/05/16	KRATZ, SHERYL		58-03-526-001	\$1,344	8523 CHESTERFIELD DR	48473- Res Deck
PB1600016	05/09/16	BLEHM, FRED OR CURREN		58-35-776-003	\$3,000	3 BROOKFIELD	48473-Roofing
PB1600017	05/09/16	American Dream Home Impro	(248) 579 9595	58-36-300-022	\$12,600	4485 FREDERICK ST	48473-Roofing
PB1600018	05/11/16	LEBARON, LORALYNN		58-02-530-027	\$1,340	8063 CRAPO ST	48473-Roofing
PB1600019	05/16/16	RBF Construction Inc	(810) 938 8498	58-35-200-007	\$58,200	4140 MORRISH RD	48473- Com Add/Alter/Repair
PB1600020	05/18/16	Atlantic Coast Waterproofing I	(810) 750 1717	58-02-502-019	\$8,766	8460 CAPPY LN	48473- Res Add/Alter/Repair
PB1600021	05/17/16	White & Sons Roofing LLC	(810) 691 9266	58-29-300-013	\$5,000	5285 MILLER RD	48473- Roofing
PB1600022	05/23/16	FILIMON, NANCY A OR CU		58-35-776-153	\$768	153 SOMERSET ST	48473 Res Deck
PB1600023	05/31/16	Thompson Builders LLC	(810) 404 8992	58-36-400-010	\$7,161,751	4276 KROGER DR	48473 Com New Building

**Total: 9 Permits Value: \$7,252,769 Fee Total: \$37,955.00 Total Number of Dwelling Units 1**

**Electrical**

PE1600017	05/02/16	Oak Electric Service	(248) 623 4900	58-36-676-048	\$0	7191 LINDSEY DR	48473 Electrical
PE1600018	05/11/16	Oak Electric Service	(248) 623 4900	58-36-676-060	\$0	7200 LINDSEY DR	48473 Electrical
PE1600019	05/12/16	Bowen Electric, LLC	(810) 407 7205	58-36-676-018	\$0	4290 MAYA LN	48473-Electrical
PE1600020	05/17/16	LJ Electric LLC	(810) 621 2244	58-36-676-076	\$0	4241 LINDSEY DR	48473 Electrical
PE1600021	05/19/16	DM Burr Mechanical	(810) 213 6727	58-01-100-023	\$0	5067 MORRISH RD	48473-Electrical
PE1600022	05/31/16	LJ Electric LLC	(810) 621 2244	58-36-400-010	\$0	4276 KROGER DR	48473 Electrical
PE1600023	05/31/16	EVANS, CHARLES B		58-02-551-003	\$0	5292 WORCHESTER DR	48473-Electrical

**Total: 7 Permits Value: \$0 Fee Total: \$5,392.00 Total Number of Dwelling Units 0**

# City of Swartz Creek Building Permit List

2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Mechanical</b>							
PM160017	05/02/16	Adkisson & Sons Htg & Clg In	(810) 695 9300	58-36-651-212	\$0	6737 NEMER CT	48473-Mechanical
PM160018	05/02/16	Oak Electric Service	(248) 623 4900	58-36-676-048	\$0	7191 LINDSEY DR	48473 Mechanical
PM160019	05/05/16	DM Burr Mechanical	(810) 213 6727	58-01-100-023	\$0	5067 MORRISH RD	48473-Mechanical
PM160020	05/10/16	Dee Cramer Inc	(810) 579 4790	58-03-579-014	\$0	5399 DON SHENK DR	48473-Mechanical
PM160021	05/10/16	Goyette Mechanical	(810) 742 8530	58-36-577-031	\$0	7257 MILLER RD	48473-Mechanical
PM160022	05/11/16	Oak Electric Service	(248) 623 4900	58-36-676-060	\$0	7200 LINDSEY DR	48473 Mechanical
PM160023	05/12/16	SK Heating & Cooling	(810) 407 7205	58-36-676-018	\$0	4290 MAYA LN	48473-Mechanical
PM160024	05/23/16	David Lloyd Lamb Jr	(810) 629 4946	58-02-551-003	\$0	5292 WORCHESTER DR	48473-Mechanical
PM160025	05/24/16	Staley's Plbg & Htg, Inc.	(810) 659 5572	58-36-676-042	\$0	7233 LINDSEY DR	48473 Mechanical
<b>Total: 9 Permits</b>					<b>Value: \$0</b>	<b>Fee Total: \$1,430.00</b>	<b>Total Number of Dwelling Units 0</b>
<b>Plumbing</b>							
PP160008	05/10/16	Terry Allen Plbg & Htg Co	(810) 232 8270	58-36-526-044	\$0	4045 JENNIE LN	48473-Plumbing
PP160009	05/11/16	Burnash Plbg	(810) 836 3489	58-36-676-042	\$0	7233 LINDSEY DR	48473 Plumbing
PP160010	05/17/16	RAL Plumbing Ltd	(810) 691 3373	58-01-501-016	\$0	7399 MILLER RD	48473-Plumbing
PP160011	05/23/16	Robert Lucas	(810) 444 5756	58-02-502-019	\$0	8460 CAPPY LN	48473-Plumbing
<b>Total: 4 Permits</b>					<b>Value: \$0</b>	<b>Fee Total: \$549.00</b>	<b>Total Number of Dwelling Units 0</b>
<b>Right of Way</b>							
PROW-0026	05/09/16	CMS Energy	(989) 791 5929	58-02-503-048	\$0	8403 CAPPY LN	48473-Right of way
PROW-0027	05/26/16	RBF Construction Inc	(810) 938 8498	58-02-529-017	\$0	5012 HOLLAND DR	48473-Right of way

# City of Swartz Creek Building Permit List

2016

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Total:</b>		<b>2 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$0.00</b>	<b>Total Number of Dwelling Units 0</b>
<b>Zoning</b>							
PZ16-0005	05/05/16	HAGSTROM, WILLA MAE		58-02-502-002	\$0	5235 DAVAL DR	48473-Fence
PZ16-0006	05/17/16	Swartz Creek Hometown Days	(810) 348 7901	58-02-200-014	\$0	5086 MORRISH RD	48473 Miscellaneous
PZ16-0008	05/27/16	LJ Electric LLC	(810) 621 2244	58-36-676-076	\$0	4241 LINDSEY DR	48473 Miscellaneous
<b>Total:</b>		<b>3 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$50.00</b>	<b>Total Number of Dwelling Units 0</b>

**Permit Total: 34      Value: \$7,252,769      Fee Total: \$45,376.00**

Permit Date Issued Between 5/1/2016 12:00:00  
AM AND 5/31/2016 11:59:59 PM



michigan municipal league  
**Workers' Compensation Fund**

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May 19, 2016



Juanita Aguilar  
City Of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Dear Ms. Aguilar:

Enclosed are the following documents for your Workers' Compensation coverage renewal for the period July 1, 2016 to June 30, 2017.

- Policy Declaration
- Certificate of Membership
- Invoice (payable by June 15<sup>th</sup>)

This year, the Fund has been authorized to distribute \$8.75 million of surplus for the Fund years June 30, 1997-2001, 2004-2005, 2009-2010, and 2013-2014. Your proportionate share of the distribution is shown below:

**Dividend Credit            \$8,487.00    Applied to this year's renewal premium**

Please review the enclosed documents and contact me at 248-204-8530 if you have any questions.

Sincerely,

*Laura Martin*

Laura Martin, AIS, AU, AINS  
Fund Underwriter

Enclosures  
5000860-16

Service Provider: **Meadowbrook® Insurance Group**

**Loss Control & Member Services:** P.O. Box 5174, Southfield, MI 48037 PH: 248.358.1100 • 800.482.2726 • FX: 248.358.0534  
**Southfield Claims Service:** P.O. Box 5174, Southfield, MI 48086-5174 PH: 248.358.1100 • 800.482.2726 • FX: 248.358.3251  
**Grand Rapids Claims:** 3196 Kraft Ave., S.E., Suite 206, Grand Rapids, MI 49512-2065 PH: 616.942.0311 • 800.752.7477 • FX: 616.942.0390

**Michigan Municipal League Workers' Compensation Fund**

05/19/2016

Declaration Page

5000860-16

City Of Swartz Creek  
 Attn: Juanita Aguilar  
 8083 Civic Drive  
 Swartz Creek, MI 48473

Coverage Period 7/1/2016 to 6/30/2017  
 RENEWAL

Class Code	Class Description	Estimated Annual Payroll	Rate per \$100 of Payroll	Estimated Annual Premium
5509-00	Street Operations	73,399	7.38	5,417
7520-00	Water Operations	67,281	3.74	2,516
7580-00	Sewer Operations	57,333	2.29	1,313
7720-01	Police Officers	534,772	2.82	15,081
8395-00	Garage Operations	9,281	3.38	314
8810-01	Clerical-Office	332,773	0.45	1,497
8810-02	Elected Officials	18,841	0.24	45
9015-00	Building Operations	36,259	4.12	1,494
9102-00	Parks & Recreation	39,115	3.01	1,177
9220-00	Cemetery Operations	995	3.60	36
9403-00	Refuse Collection	36,455	7.28	2,654
	<b>Totals:</b>	<b>\$1,206,504</b>		<b>\$31,544</b>

Coverage Amount

Employers Liability: \$500,000  
 Workers' Compensation: STATUTORY

<b>Annual Premium Due By June 15th:</b>	<b>\$20,965</b>
---	-----------------

City Council Packet

Total Standard Premium	\$31,544
Increased Employers Liability Limit	\$0
Experience Modifier: .94	(\$1,893)
Modified Premium	= \$29,651
Size of Premium Credit	(\$349)
Expense Constant	\$150
Total Estimated Premium	= \$29,452
(Dividend Credit)	(\$8,487)
<b>NET ESTIMATED ANNUAL PREMIUM</b>	<b>June 30, 2016 \$20,965</b>



michigan municipal league

# Liability & Property Pool

## Proposal

### for the

# City of Swartz Creek

Presented By:

Brian Steckroth  
Meadowbrook® Insurance Group, Service Provider  
(248) 204-8283

June 9, 2016

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***This proposal is intended to be only a summary of coverages and services. For specific details on coverage terms and conditions, please refer to the Michigan Municipal League Liability and Property Pool coverage document.***

# Executive Overview

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The Michigan Municipal League Liability and Property Pool is administered by the Risk Management staff of the Michigan Municipal League, and serviced by Meadowbrook Insurance Group. Since 1982, the Pool has been a stable source of comprehensive municipal insurance and risk management services. It is financially secure and positioned for long-term stability.

The **City of Swartz Creek** has been a Pool member since **1985**.

The League administrative staff and the dedicated Pool staff at Meadowbrook Insurance Group are municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Swartz Creek**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Swartz Creek** for an annual premium of **\$67,417**. When compared to last year's cost of \$64,965, it represents a premium increase of \$2,452. (In addition, the MML Liability & Property Pool Board of Trustees voted to return another post-renewal dividend for Members renewing in 2016. The **City of Swartz Creek's** portion of the dividend return is \$8,069. The **City of Swartz Creek** will receive this dividend in the month following payment of your 2016 renewal premium.)

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

Thank you for being a Pool member. We look forward to servicing your risk management program for many years to come.

## **Our Mission**

**To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.**

# Introduction

---

## ***What You Can Expect Of Us***

- ✓ A commitment to learn, understand and respond to your insurance needs;
- ✓ Continuous planning and innovation in product development and service delivery;
- ✓ Products that meet your needs in terms of price, coverage and service;
- ✓ Prompt, accurate, and courteous response to your questions, problems and claims; and
- ✓ Knowledgeable and professional staff serving your needs consistently and with integrity.

## ***Your Pool Insures More Than . . .***

- ✓ 414 Public Entity Members
- ✓ 140 Fire Departments
- ✓ 175 Law Enforcement Agencies
- ✓ 2,217 Police Officers
- ✓ 5,742 Miles of Streets/Roads
- ✓ 195 Water Utilities
- ✓ \$5 Billion of Property Value
- ✓ 19 Electric Utilities
- ✓ 27 Municipal Marinas
- ✓ 195 Water Service Operations
- ✓ 215 Sewer Plant Operations
- ✓ 6,617 Vehicles



## Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2016 to 07-01-2017

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$0
Mundy Township	\$10,000,000	N/A	\$0
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$0
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$0
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$0
Mundy Township	\$10,000,000	N/A	\$0
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$0
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$0
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability (Coverages A, B, and D)	\$25,000	\$50,000	N/A
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability	No Coverage	N/A	N/A
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0
# Vehicles	Comp	Coll	
18	\$250	\$1,000	

*Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.*

### Property

Property - Blanket Basis	\$9,630,888	N/A	\$250
Boiler and Machinery	Included	N/A	\$250
Building(s)	Included	N/A	\$250
Contents	Included	N/A	\$250
Property in the Open	Included	N/A	\$250
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	See Schedule	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
Accounts Receivable	\$100,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractor's Equipment	\$265,302	N/A	\$250



## Coverage and Cost Summary City Of Swartz Creek

Effective 07-01-2016 to 07-01-2017

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$100,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$100,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Dog Rosco born 2014 German Shepard, ser# 616093900175094	\$10,000	N/A	\$250
Radio Equipment	\$42,448	N/A	\$250
Valuable Papers	\$100,000	N/A	\$250
<u>Comprehensive Crime Coverage</u>			
Employee Dishonesty Blanket/Faithful Performance	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<u>Bonds</u>			
Bond #: A Treasurer	\$100,000	N/A	N/A

*Only one deductible applies to claims involving two or more property coverages.*

**The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$67,417.**

## ***Your Team of Experts***



**Brian Steckroth**  
Account Executive  
(248) 204-8283



**Michael J. Forster**  
Pool Administrator  
(734) 669-6340



**Ellen Skender**  
248-204-8582



**Joan Opett**  
248-204-8579

### **Customer Service Representatives**



**Tom Weed**  
claims Supervisor  
(616) 942-0311, ext. 4123



**Rod Pearson**  
Loss Control Supervisor  
(248) 204-8036

## ***Benefits of Pooling with the MML***

- ✓ Proven long-term availability and stability
- ✓ Broad coverage document written specifically for Michigan municipalities
- ✓ Services tailored to unique needs of Michigan municipalities
- ✓ Member assets controlled by an elected Board of municipal officials
- ✓ Equitable rating based on Pool experience in Michigan
- ✓ Aggressive defense strategy – positive impact on case law
- ✓ Professional, dedicated, and experienced local management, oversight and service
- ✓ Decisions made and problems resolved by a group of your peers
- ✓ Investment income and underwriting surplus used to benefit members
- ✓ Lower expenses through tax-exempt and non-profit status
- ✓ Special loss avoidance training sessions including:
  - ✓ Safety aspects of emergency vehicle operations
  - ✓ Accident investigation for supervisors
  - ✓ Confined spaces training

**The advantages of pooling can be summarized by:**

**Service + Control + Value**

### ***City of Swartz Creek Has . . .***

- ✓ \$1,212,335 Annual Payroll
- ✓ \$9,630,888\_of total values for real and personal property
- ✓ 16 Law enforcement officers
- ✓ 18 Vehicles

### ***Increased Liability Limits***

We cannot guarantee the adequacy of any limit of liability. Due to the following factors, it may be prudent to consider higher limits:

- ✓ Increased jury awards in your jurisdiction
- ✓ Increased litigation trends
- ✓ Protection of tax base against judgments in excess of your policy limits

If you are interested in increasing your liability limits, please contact your Account Executive.

# Highlights of Coverages Provided

## Who Is Insured?

The Pool member entity, elected and appointed officials, employees and authorized volunteers, and any person officially appointed to a Board or Commission

## General Liability

In addition to standard liability coverages (bodily injury, property damage, products and completed operations) the Pool provides coverages that municipalities need on an **occurrence basis with no aggregate liability limits**:

- ✓ Liability resulting from mutual aid agreements
- ✓ Premises medical payments
- ✓ Host liquor liability
- ✓ Watercraft liability, owned less than 26' and non-owned less than 50'
- ✓ Special events **excluding** -
  - Fireworks (unless endorsed)
  - Liquor Liability
  - Mechanical Amusement Rides
- ✓ Fire legal liability for real property
- ✓ Ambulance and EMT malpractice

**Fireworks Coverage Options: (Fireworks application must be completed before coverage is endorsed)**

1. The MML Liability & Property Pool is primary (the Member is not added as an additional insured on a pyrotechnician's coverage):	
Annual Aggregate Sublimit	Additional Premium
\$500,000	Yes
\$1,000,000	Yes
2. The MML Liability & Property Pool is excess (the Member is added as an additional insured on a pyrotechnician's coverage):	
<b>NO ADDITIONAL PREMIUM</b>	

- ✓ Athletic participation liability
- ✓ Employee benefit liability
- ✓ Cemetery operations coverage
- ✓ Marina Operators coverage available
- ✓ Up to \$10 million in liability limits available
- ✓ Pollution coverage for Hazardous Response Teams
- ✓ Cyber Liability Coverage Sublimit—MML233 (07/13)

## General Liability Exclusions . . .

The following is a partial list of general liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution (except for Hazmat operations).
- ✓ Nuclear energy / nuclear material hazards
- ✓ Aircraft Liability
- ✓ Breach of contract
- ✓ Failure of dams
- ✓ Backup of Sewers and Drains (**exception -- \$100,000 Annual Aggregate Sublimit for Sewer and Drain Liability**)
- ✓ Criminal activity / Intentional acts with knowledge of wrongdoing
- ✓ Contractual Liability
- ✓ Failure to supply utilities
- ✓ Expected or intended injury
- ✓ Electromagnetic radiation
- ✓ Medical malpractice for doctors and physicians

## Public Officials Liability Coverage

“Wrongful Acts”, including intentional acts, defined as any actual or alleged error, misstatement, act of omission, neglect or breach of duty including:

- ✓ Neglect of duty
- ✓ Zoning defense and land use litigation
- ✓ Malfeasance
- ✓ Violation of civil rights
- ✓ Discrimination
- ✓ Employment practices
- ✓ Misfeasance
- ✓ Cable TV broadcasting

## Public Officials Liability Exclusions

The following is a partial list of public officials' liability coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Pollution and Nuclear Energy
- ✓ Fraud, dishonesty, intentional and criminal acts
- ✓ Failure to purchase coverage or adequate coverage
- ✓ Return of governmental grants or subsidies
- ✓ Intentional acts with knowledge of wrongdoing
- ✓ Eminent domain / takings
- ✓ Illegal profit
- ✓ Labor union actions
- ✓ ERISA violations
- ✓ Backup of Sewers and Drains

## Personal Injury & Advertising / Broadcasters Liability Coverage

- ✓ Mental anguish and stress
- ✓ Libel, slander or defamation of character; violation of an individual's right of privacy
- ✓ Proactive services for non-monetary damage claims

## Police Professional Liability Coverage

Police Professional Liability coverage is contained within the General Liability and Public Official Liability Coverage Parts

- ✓ Discrimination
- ✓ Assault or battery
- ✓ Violation of civil rights
- ✓ Improper service of suit
- ✓ Jail operations
- ✓ Coverage assumes officers act with intent
- ✓ False arrest, detention or imprisonment, or malicious prosecution
- ✓ Wrongful entry or eviction or other invasion of the right of private occupancy

## Property Coverage

In addition to covering buildings, contents and personal property, the Pool provides:

- ✓ Blanket coverage -- All member-owned property insured (unless specifically excluded)
- ✓ Coverage based on ownership rather than on a "schedule on file" avoids coverage gaps due to errors or oversight
- ✓ Property of others in custody of the Member for which the Member has an obligation to provide coverage
- ✓ Boiler & Machinery coverage, including Boiler certification inspections
- ✓ Replacement Cost or Actual Cash Value available
- ✓ Fungal Pathogens (Mold) Limited Coverage
- ✓ Demolition/increased cost of construction
- ✓ No coinsurance
- ✓ Valuable papers
- ✓ Loss of Rents
- ✓ Property in the open
- ✓ Extra expense
- ✓ Expediting expense

## Property Exclusions

The following is a partial list of property coverage exclusions. Consult the coverage document for the complete listing:

- ✓ Nuclear reaction/ contamination
- ✓ War
- ✓ Cyber Risk
- ✓ Fungal Pathogens (Mold) excess of sub-limit
- ✓ Failure to supply utilities
- ✓ Transmission Lines and Poles
- ✓ Dishonest acts
- ✓ Acts of Terrorism excess of Pool's Aggregate Sublimit -- MMLC TR (9/1/10)
- ✓ Wear and tear
- ✓ Computer failures/ viruses

**Only one deductible applies to claims involving two or more property coverages.**

## **Comprehensive Crime Coverage**

- ✓ Employee Dishonesty/ Faithful Performance of Duty coverage provided on a blanket basis
- ✓ Loss Inside the Premises
- ✓ Loss Outside the Premises
- ✓ Money Orders/ Counterfeit Currency
- ✓ Depositors Forgery
- ✓ Position Fidelity Bonds

## **Automobile Coverage Highlights**

### **What Is Covered?**

Coverage is afforded while operating land motor vehicles, trailers or semi-trailers designed for travel on public roads.

### **Auto Coverages Provided**

- ✓ Michigan No-Fault Coverage, includes mini-tort coverage for no extra charge
- ✓ Excess protection for use of personal automobile for municipal business
- ✓ Uninsured motorist for municipally owned vehicles
- ✓ Underinsured motorists
- ✓ Non-owned and hired auto
- ✓ Comprehensive - actual cash value basis
- ✓ Collision - actual cash value basis
- ✓ Volunteer firefighter auto accident liability coverage
- ✓ Agreed value coverage for emergency vehicles is available
- ✓ Fire or Rescue Vehicle Rental Reimbursement Coverage

# Pool Risk Management Services

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- ✓ Review and service of all municipal insurance matters
- ✓ Public entity experts address various liability issues
- ✓ Aggressive, member-oriented defense strategy
- ✓ Former police officials address law enforcement risks
- ✓ Physical inspection by municipal loss control consultants
- ✓ Law enforcement risk control programs (LEAF and LERC)
- ✓ Property appraisal services available

## **Online Services**

[www.mml.org](http://www.mml.org) (click on the *Insurance* button) – offers Pool members an outstanding resource for municipal risk management information and self-help tools in one attractive, simple-to-navigate location. File a claim on line. Download your renewal application. Request a loss control service visit. E-mail us a question. Other services available online:

- ✓ Online Forms (including Sewer Backup Sample Documents)
- ✓ Risk Resources:
  - ✓ Risk Control Solutions
  - ✓ Safety & Health Manual
  - ✓ Risk Management is Good Management Program
  - ✓ Law Enforcement Newsletters
  - ✓ Access to Safetysurance website -- <http://www.safetysurance.com/>
- ✓ MML Pool Audited Financial Statements
- ✓ Intergovernmental Contract
- ✓ Board of Directors, Pool Administrator and Staff Profiles and Contact Information

# Membership Responsibilities

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Membership in the Michigan Municipal League Liability and Property Pool provides numerous benefits. Likewise, individual members have certain responsibilities to the other members, which are detailed in the Intergovernmental Contract. The following is a summary of the membership responsibilities. Please refer to the Intergovernmental Contract, Articles 5 and 6, for more information.

- ✓ If a Member intends to leave the Pool, the Member must send a written notice to the Pool at least 60 days prior to its next renewal date.
- ✓ A Member must pay its premium when due. The Pool must give each member 20 days written notice of intent to terminate membership for nonpayment of premium. Payment of premium before the 20 days notice is effective will entitle the Member to reinstatement.
- ✓ Members must maintain membership or associate membership status in the Michigan Municipal League.
- ✓ A Member will allow attorneys employed by the Pool to represent the Member in defense of any claim made against the Member within the scope of coverage provided by the Pool. A Member will cooperate with the assigned attorneys, claims adjusters, service company or other agents of the Pool relating to the defense of claims for which the Pool is providing coverage.
- ✓ A Member will follow loss reduction and prevention measures established by the Pool.
- ✓ A Member will report to the Pool as promptly as possible all incidents that the Member reasonably believes may result in a claim against the Member.

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
PARK AND RECREATION ADVISORY BOARD  
MINUTES OF REGULAR MEETING  
June 1, 2016

Meeting called to order at 6:00 p.m. at the Paul D. Bueche Municipal Building.

Members Present: Larry Cummings, Rick Henry, Rae Lynn Hicks, Joe Perreault, Dennis Reno, Sharon Shumaker, & Pat Williams

Members Absent: Ryan Bueche & James Florence

Staff Present: Adam Zettel (6:15) & Tom Svrcek

Others Present: Lania Rocha & Kris Johns

APPROVAL OF AGENDA: Motion by Williams to approve the agenda as amended, supported by Shumaker. Motion carried.

APPROVAL OF MINUTES: Motion by Williams, to approve minutes of May 5, 2016, supported by Shumaker. Motion carried.

MEETING OPEN TO THE PUBLIC: No comments.

COMMUNICATIONS TO THE BOARD:

- A. May 5, 2016 Minutes
- B. Staff Letter
- C. Dog Park Regulations
- D. Park Equipment Samples
- E. Fundraising Letter (distributed at meeting)

REPORTS:

- A. DPW REPORT: Tom informed the board of the irrigation line installation and the availability of fill dirt for the dog park. He also said that the fountain would be in soon and the bathrooms are open. The parking area would receive a chloride treatment soon.

OLD BUSINESS:

- A. Recreation Passport Grant: Adam indicated that the grant required ADA accessible exercise equipment for the trail extension. This was a financial issue because the original budget was in the amount of \$4,000 to supply three pieces of equipment. ADA equipment cost about \$4,000 each. The state said they would accept a reduction to two pieces. The board opted to go with the chest press and lat pull down.
- B. Dog Park: Rules were distributed. Adam said that the no action was required. If folks have comments, please get them to him before such time as they may be necessary.
- C. Fundraising: The fundraising letter is ready for personalization and signatures by Chairperson Hicks. Mr. Johns is putting together a list of businesses in order to

request support for specific pieces of equipment. Committee updates were as follows:

- a. Slip and slide event: July 30 was the preferred day. NOTE THAT RESERVATIONS WERE ONLY AVAILABLE FOR JULY 23, WITH THE 24<sup>TH</sup> AS A RAIN DAY.
- b. Mom-to-mom sale: Pat Williams thought it would be a good idea to use Elms Park on the same day as the slip-and-slide event. Everyone agreed. Pavilions 3 & 4 are reserved.
- c. Pumpkin sale: Kris said he is planning the event for October 1.
- d. Fundraising sign: No update.
- e. Drone: The drone operator indicated that he was on the case, but his recent marriage and new job may compromise the timeline.

In other news, the board is seeking a non-profit partner to make fundraising more transparent. The board considered applying for status as a 501C3 Easy, doing business as the "Friends of Swartz Creek Community Parks". There was not much support for this, but Kris will look into it.

NEW BUSINESS: None.

MEETING OPEN TO THE PUBLIC: No Comments.

BOARD MEMBER COMMENTS: Joe felt improvements were not moving along fast enough (he has such high standards...geez).

ADJOURNMENT: Meeting adjourned at 7:25 p.m.

NEXT MEETING: July 6, 2016, 6:00 p.m. at the Paul D. Bueche Municipal Building.

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James Florence, Secretary

## Deanna Korth

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**From:** Vandefifer, Carla <CVandefifer@co.geneseemichigan.us>  
**Sent:** Thursday, May 26, 2016 12:25 PM  
**To:** Amanda Trujillo; Ann Marie Moore; Bethany Smith; Beverly Vondra; Cynthia Shane; David Cain; Dawn Hudecek; Deanna Korth; Debbie Buterakos; Diane Hyman; Don Dowell; Doug Bingaman; Jeri Kaupp; Julie Pray; Karen Maslak; Kelly Borg (krbork@fentontownship.org); Kimberly Lynch; Kyanne Rodabaugh; Linda Smoke; Marcia Aikin; Mary Quast (Montrose Twp); Maryion Lee; Nancy Stilson; Norene Newton; Norm Schmidt; Patrick Haley; Patrick Miller; Rick Caruso; Shelly Ayotte; Sherry Palmer; Tammie Coates; Thomas Mannor; Tracy Tucker; Vickie Fishell; Wendy Sweeney; Argentine Clerk; Atlas Clerk; Burton City Clerk; Davison City Clerk; Davison Twp; Fenton City; Fenton Twp; Flint City; Flint Twp Clerk; Flushing City Clerk; Flushing Twp Clerk; Forest Twp Clerk; Gaines Twp clerk; Genesee Twp. clerk; Goodrich Village clerk; Grand Blanc city clerk; Grand Blanc Twp; Lennon Village clerk; Montrose City clerk; Montrose Twp clerk; Mt Morris City clerk; Mt Morris twp clerk; Mundy Twp clerk; Richfield Twp clerk; Swartz Creek City clerk; Thetford Twp clerk; Vienna Twp clerk  
**Subject:** 2016 foreclosures - option to purchase  
**Attachments:** 2016 foreclosures as of 5\_24\_16 for public purpose.xlsx

MCL211.78m directs that all parcels foreclosed by a County Treasurer's Office (foreclosing governmental unit) are available to be purchased by the State of Michigan, City, Village, Township or County in which they are located. The acquisition must be made prior to the foreclosed parcels being taken to public auction. Sec 78m (1) is excerpted below:

Sec. 78m.

- (1) Not later than the first Tuesday in July, immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state is granted the right of first refusal to purchase property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal, a city, village, or township may purchase for a public purpose any property located within that city, village, or township set forth in the judgment and subject to sale under this section by **payment to the foreclosing governmental unit of the minimum bid**. If a city, village, or township does not purchase that property, the county in which that property is located may purchase that property under this section by payment to the foreclosing governmental unit of the minimum bid. If property is purchased by a city, village, township, or county under this subsection, the foreclosing governmental unit shall convey the property to the purchasing city, village, township, or county within 30 days. If property purchased by a city, village township or county under this subsection is subsequently sold for an amount in excess of the minimum bid and all costs incurred relating to demolition, renovation, improvements, or infrastructure development, the excess amount shall be returned to the delinquent tax property sales proceeds account for the year in which the property was purchased by the city, village, township, or county or, if this state is the foreclosing governmental unit within a county, to the land reutilization fund created under section 78n.

Please review the attached list of foreclosed properties for parcels within your local unit that are available for purchase at the minimum bid. Note that under the status column it might state reversed,

meaning the foreclosure has been cancelled and the property is not available. We may also have additional foreclosure reversals, as allowed by law.

If you are interested in acquiring any of the parcels in your unit, contact Carla Vandefifer and the agreement that must be signed will be forwarded.

The deadline to acquire property from the 2016 foreclosures is July 5, 2016.

If you have any questions, please feel free to call Carla at (810) 257-2243 or email at [cvandefifer@co.genesee.mi.us](mailto:cvandefifer@co.genesee.mi.us)





June 1, 2016

Mr. Adam Zettel, City Manager  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473

Dear Mr. Zettel:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you some changes to the channel lineup. Customers are being notified of these changes via bill messages.

Effective June 21, 2016, the following channels will move from Digital Preferred service to Digital Starter service: NFL Network and NFL Network HD.

Also, effective July 28, 2016, Centric (channel 174) will no longer be available in the Sports and Entertainment Package. Centric will continue to be available on the Digital Preferred service.

As always, feel free to contact me directly at 517-334-5686 with any questions you may have

Sincerely,

A handwritten signature in cursive script, appearing to read "John P. Gardner".

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911



**MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN**  
ANNUAL ACTUARIAL VALUATION REPORT DECEMBER 31, 2015  
SWARTZ CREEK, CITY OF (2504)



Spring, 2016

Swartz Creek, City of

In care of:  
Municipal Employees' Retirement System of Michigan  
1134 Municipal Way  
Lansing, Michigan 48917

This report presents the results of the Annual Actuarial Valuation, prepared as of December 31, 2015. The report includes the determination of liabilities and contribution rates resulting from the participation of Swartz Creek, City of (2504) in the Municipal Employees' Retirement System of Michigan ("MERS"). MERS is a nonprofit organization, independent from the State, that has provided retirement plans for municipal employees for more than 65 years. Swartz Creek, City of is responsible for the employer contributions needed to provide MERS benefits for its employees and former employees under the Michigan Constitution and the MERS Plan Document.

The purpose of the December 31, 2015 annual actuarial valuation is to:

- Measure funding progress
- Establish contribution requirements for the fiscal year beginning July 1, 2017
- Provide actuarial information in connection with applicable Governmental Accounting Standards Board (GASB) statements

This valuation report should not be relied upon for any other purpose. Reliance on information contained in this report by anyone for anything other than the intended purpose could be misleading.

The valuation uses financial data, plan provision data, and participant data as of December 31, 2015 furnished by MERS. In accordance with Actuarial Standards of Practice No. 23, the data was checked for internal and year to year consistency as well as general reasonableness, but was not otherwise audited. CBIZ Retirement Plan Services does not assume responsibility for the accuracy or completeness of the data used in this valuation.

The actuarial assumptions and methods are adopted by the MERS Retirement Board, and are reviewed every five years in an Experience Study. The most recent study was completed in 2015, and this December 31, 2015 valuation report reflects changes in assumptions and methods. Please refer to the division-specific assumptions described in table(s) in this report, and to the Appendix on the MERS website at:

[www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2015AnnualActuarialValuation-Appendix.pdf](http://www.mersofmich.com/Portals/0/Assets/Resources/AAV-Appendix/MERS-2015AnnualActuarialValuation-Appendix.pdf).



The actuarial assumptions used for this valuation produce results that we believe are reasonable.

To the best of our knowledge, this report is complete and accurate, was prepared in conformity with generally recognized actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board, and is in compliance with Act No. 220 of the Public Acts of 1996, as amended, and the MERS Plan Document as revised. All of the undersigned are members of the American Academy of Actuaries (MAAA), and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein. The Retirement Board of the Municipal Employees' Retirement System of Michigan confirms that the System provides for payment of the required employer contribution as described in Section 20m of Act No. 314 of 1965 (MCL 38.1140m).

This information is purely actuarial in nature. It is not intended to serve as a substitute for legal, accounting or investment advice.

**This report was prepared at the request of the Retirement Board and may be provided only in its entirety by the municipality to other interested parties (MERS customarily provides the full report on request to associated third parties such as the auditor for the municipality). CBIZ Retirement Plan Services is not responsible for the consequences of any unauthorized use.**

You should notify MERS if you disagree with anything contained in the report or are aware of any information that would affect the results of the report that have not been communicated to us. If you have reason to believe that the plan provisions are incorrectly described, that important plan provisions relevant to this valuation are not described, that conditions have changed since the calculations were made, that the information provided in this report is inaccurate or is in anyway incomplete, or if you need further information in order to make an informed decision on the subject matter in this report, please contact your Regional Manager at 1.800.767.MERS(6377).

Sincerely,

Cathy Nagy, MAAA, FSA  
Jim Koss, MAAA, ASA  
Curtis Powell, MAAA, EA  
Alan Sonnanstine, MAAA, ASA

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## Executive Summary

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### New Actuarial Assumptions and Methods

The actuarial assumptions and methods are adopted by the MERS Retirement Board, and are reviewed every five years in an Experience Study. The Experience Study is a comprehensive, detailed analysis that reviews MERS' funding policy and compares actual experience with the current actuarial assumptions; the study recommends adjustments as necessary. The most recent study was completed in 2015, and this December 31, 2015 valuation report reflects several changes in actuarial assumptions.

The main assumption and method changes were:

- The mortality table was adjusted to reflect longer lifetimes.
- The assumed annual rate of investment return, net of all expenses, was lowered from 8% to 7.75%.
- The asset smoothing was changed from 10 to 5 years.
- The amortization period was moved to a fixed period amortization for the December 31, 2014 annual valuations.
  - o The period will continue to gradually decrease for both open and closed divisions until the current unfunded accrued liability (UAL) is completely paid off.
  - o Moving to this type of "fixed period amortization" means that all unfunded liabilities will be fully funded by a specific date in the future.
  - o Once the amortization period drops below 15 years (10 years for closed divisions), any future liability and asset gains or losses will be spread over a 15-year fixed period for open divisions and a 10-year fixed period for closed divisions — creating "layers" of UAL on an annual basis.
  - o This transparent method allows tracking of what changed your UAL, and sets a fixed period in time in which that UAL change will be fully funded.

Various other actuarial assumptions were revised, but the revisions had a smaller impact than the two assumption changes above (first two bullets). For a summary of all of the actuarial assumptions and methods, please refer to the division-specific assumptions described on the last page of this report, and to the [Appendix](#).

The new amortization period layers and the new 5-year asset smoothing do not impact this 2015 annual valuation, other than the 6 year projections. These method changes will first impact the December 31, 2016 annual valuations.

The impacts of the assumption changes on the funded ratio and the required employer contributions are displayed on the next few pages. While these changes in assumptions will mean larger liabilities and contributions than anticipated by the prior assumptions for most employers, they will ensure each employer makes reasonable progress towards funding the unfunded liabilities of the employer. When

discussing changes in assumptions it is important to remember that, although the assumptions used impact the annual contributions, the true cost of the plan will be based on what will actually happen in the future – independent of the assumptions used. MERS recognizes that many municipalities are already taking steps to reduce their UAL. The MERS Board approved a “phase in” of the total impact of the assumption changes over the next 5 years (impacting fiscal years beginning 2017 – 2021) as an option for you. Of course, if the employer pays less in the first 4 years, they will likely have to pay somewhat more in later years.

MERS created a dedicated resource page on their website, [www.mersofmich.com](http://www.mersofmich.com), regarding this topic, with links to frequently asked questions, upcoming events and additional details.

### **Impacts from the Assumption Changes**

The new actuarial assumptions changed your December 31, 2015 percent funded from 87% to 83%, a change of -4%.

The new assumptions changed your total monthly employer contribution requirement, before any phase-in, from \$17,357 to \$25,463, a change of \$8,106 (a 47% increase). Under the 5-year phase-in the first year increase is instead 9% (from \$17,357 to \$18,979 monthly).

Additional detail is shown on the following pages.

**Funded Ratio and Required Employer Contributions**

The MERS Defined Benefit Plan is an agent multiple-employer plan, meaning that assets are pooled for investment purposes but separate accounts are maintained for each individual employer. Each municipality is responsible for their own plan liabilities; MERS does not borrow from one municipality’s account to pay for another.

The funded ratio of a plan is the percentage of the dollar value of the accrued benefits that is covered by the actuarial value of assets.

**Your Funded Ratio:**

For comparison purposes, we have included your December 31, 2015 funded ratio if it had been calculated under the previous assumptions. Note: Your actual funded level as of December 31, 2015 is the amount listed under the new assumptions.

	New Assumptions	Previous Assumptions	
	12/31/2015	12/31/2015	12/31/2014
<b>Funded Ratio</b>	83%	87%	88%

Michigan Law requires that pension plans be pre-funded, meaning money is set aside now to pay for future benefits. Pension plans are usually funded by employer and employee contributions, and investment income.

How quickly a plan attains the 100% funding goal depends on many factors such as:

- The current funded ratio
- The future experience of the plan
- The amortization period

It is more important to look at the trend in the funded ratio over a period of time than at a particular point in time.

**Your Required Employer Contributions:**

Your computed employer contributions are shown in the following table. Employee contributions, if any, are in addition to the computed employer contributions. Note: Your minimum required contribution is the amount listed under the new assumptions, with phase-in. For comparison purposes, we have included your computed employer contribution if it had been calculated under the previous assumptions.

	Percentage of Payroll				Monthly \$ Based on Valuation Payroll			
	New Assumptions		Previous Assumptions		New Assumptions		Previous Assumptions	
	Phase-in	Full Impact			Phase-in	Full Impact		
Valuation Date:	12/31/2015	12/31/2015	12/31/2015	12/31/2014	12/31/2015	12/31/2015	12/31/2015	12/31/2014
Fiscal Year Beginning:	July 1, 2017	July 1, 2017	July 1, 2017	July 1, 2016	July 1, 2017	July 1, 2017	July 1, 2017	July 1, 2016
<b>Division</b>								
01 - AFSCME	-	-	-	-	\$ 3,969	\$ 5,577	\$ 3,566	\$ 3,833
02 - Pol FOP	17.31%	18.95%	16.83%	16.47%	5,943	6,507	5,800	5,030
10 - Sprvsrs	-	-	-	-	9,067	13,379	7,991	4,321
<b>Municipality Total</b>					<b>\$ 18,979</b>	<b>\$ 25,463</b>	<b>\$ 17,357</b>	<b>\$ 13,184</b>

Under the new assumptions, both the full impact and the phased in employer contribution requirements are shown in the table above. The phase in allows the employer to spread the increase of the new actuarial assumptions over 5 fiscal years. By default, MERS will invoice you the phased in contribution amount. However, MERS strongly encourages employers to contribute more than the minimum required contribution, including paying the full amount of the impact of the changes, if possible.

Employee contribution rates reflected in the valuations are shown below:

Valuation Date:	Employee Contribution Rate	
	12/31/2015	12/31/2014
<b>Division</b>		
01 - AFSCME	2.00%	2.00%
02 - Pol FOP	2.50%	2.50%
10 - Sprvsrs	4.00%	4.00%

The employer may contribute more than the minimum required contributions, as these additional contributions will earn investment income and may result in lower future contribution requirements. **MERS strongly encourages employers to contribute more than the minimum contribution shown above.**

Assuming that experience of the plan meets actuarial assumptions:

- To accelerate to a 100% funding ratio in 10 years, estimated monthly employer contributions for the entire employer would be \$ 28,388, instead of \$ 25,463.
- To accelerate to a 100% funding ratio in 20 years, estimated monthly employer contributions for the entire employer would be \$ 25,793, instead of \$ 25,463.

If you are interested in making additional contributions, please contact MERS and they can assist you with evaluating your options.

### How and Why Do These Numbers Change?

In a defined benefit plan contributions vary from one annual actuarial valuation to the next as a result of the following:

- Changes in benefit provisions (see Table 2)
- Changes in actuarial assumptions and methods (see the [Appendix](#))
- Experience of the plan (investment experience and demographic experience); this is the difference between actual experience of the plan and the actuarial assumptions

Actuarial valuations do not affect the ultimate cost of the plan; the benefit payments (current and future) determine the cost of the plan. Actuarial valuations only affect the timing of the contributions into the plan. Because assumptions are for the long term, plan experience will not match the actuarial assumptions in any given year (except by coincidence). Each annual actuarial valuation will adjust the required employer contributions up or down based on the prior year's actual experience.

### Comments on Asset Smoothing

The actuarial value of assets, used to determine both your funded ratio and your required employer contribution, is based on a smoothed value of assets (10-year smoothing prior to 2016; 5-year smoothing beginning in 2016). A smoothing method reduces the volatility of the valuation results, which affects your required employer contribution and funded ratio. The smoothed actuarial rate of return for 2015 was 5.21%.

As of December 31, 2015 the actuarial value of assets is 113% of market value. This means that meeting the actuarial assumption in the next few years will require average annual market returns that exceed the 7.75% investment return assumption.

If the December 31, 2015 valuation results were based on market value on that date instead of smoothed funding value: i) the funded percent of your entire municipality would be 73% (instead of 83%); and ii) your total employer contribution requirement for the fiscal year starting July 1, 2017 would be \$ 505,548 (instead of \$ 305,556).

The asset smoothing method is a powerful tool for reducing the volatility of your required employer contributions. **However, if the current 13% difference between the smoothed value and the**

**market value of assets is not made up, the result would be gradual increases in your employer contribution requirement over the next few years (to around the levels described above).**

## Risk Characteristics of Defined Benefit Plans

It is important to understand that retirement plans, by their nature, are exposed to certain risks. While risks cannot be eliminated entirely, they can be mitigated through various strategies. Below are a few examples of risk (this is not an all-inclusive list):

- Economic - investment return, wage inflation, etc.
- Demographic - longevity, disability, retirement, etc.
- Plan Sponsor and Employees - contribution volatility, attract/retain employees, etc.

The MERS Retirement Board adopts certain assumptions and methods to mitigate the economic and demographic risks, and the contribution volatility risks. For example, the investment risk is the largest economic risk and is mitigated by having a balanced portfolio and a clearly defined investment strategy. Demographic risks vary based on the age of the workforce and are mitigated by preparing special studies called experience studies on a regular basis to determine if the assumptions used are reasonable compared to the experience. Risk may be mitigated through a plan design that provides benefits that are sustainable in the long run. An Experience Study is completed every five years to review the assumptions and methods. The next Experience Study will be completed in 2020.

## Alternate Scenarios to Estimate the Potential Volatility of Results ("What If Scenarios")

The calculations in this report are based on assumptions about long-term economic and demographic behavior. These assumptions will never materialize in a given year, except by coincidence. Therefore the results will vary from one year to the next. The volatility of the results depends upon the characteristics of the plan. For example:

- Open divisions that have substantial assets compared to their active employee payroll will have more volatile employer contribution rates due to investment return fluctuations.
- Open divisions that have substantial accrued liability compared to their active employee payroll will have more volatile employer contribution rates due to demographic experience fluctuations.
- Small divisions will have more volatile contribution patterns than larger divisions because statistical fluctuations are relatively larger among small populations.
- Shorter amortization periods result in more volatile contribution patterns.

The analysis in this section is intended to review the potential volatility of the actuarial valuation results. It is important to note that calculations in this report are mathematical estimates based upon assumptions regarding future events, which may or may not materialize. Actuarial calculations can and do vary from one valuation to the next, sometimes significantly depending on the group's size.

Many assumptions are important in determining the required employer contributions.

For example:

- Lower investment returns would result in higher required employer contributions, and vice-versa.

- Smaller than projected pay increases would lower required employer contributions.
- Reductions in the number of active employees would lower required contribution dollars, but would usually increase the contribution rate expressed as a percentage of (the now lower) payroll.
- Retirements at earlier ages than projected would usually increase required employer contributions.
- More non-vested terminations of employment than projected would decrease required contributions.
- More disabilities or survivor (death) benefits than projected would increase required contributions.
- Longer lifetimes after retirement than projected would increase required employer contributions.

In the table below, we show the impact of varying one actuarial assumption: the future annual rate of investment return. Lower investment returns would result in higher required employer contributions, and vice-versa.

The relative impact of each investment return scenario below will vary from year to year, as the participant demographics change. The impact of each scenario should be analyzed for a given year, not from year to year. The results in the table are based on the December 31, 2015 valuation, and are for the municipality in total, not by division. These results do not reflect a 5-year phase in of the impact of the new actuarial assumptions.

12/31/2015 Valuation Results	Assumed Future Annual Smoothed Rate of Investment Return			
	Lower Future Annual Returns		Valuation Assumption	Higher Returns
	5.75%	6.75%	7.75%	8.75%
Accrued Liability	\$ 11,216,148	\$ 10,110,283	\$ 9,174,180	\$ 8,375,936
Valuation Assets	\$ 7,575,760	\$ 7,575,760	\$ 7,575,760	\$ 7,575,760
Unfunded Accrued Liability	\$ 3,640,388	\$ 2,534,523	\$ 1,598,420	\$ 800,176
<b>Funded Ratio</b>	68%	75%	83%	91%
Monthly Normal Cost	\$ 6,139	\$ 4,594	\$ 3,410	\$ 2,504
Monthly Amortization Payment	\$ 52,281	\$ 36,487	\$ 22,053	\$ 8,717
<b>Total Employer Contribution<sup>1</sup></b>	\$ 58,420	\$ 41,081	\$ 25,463	\$ 11,221

<sup>1</sup> If assets exceed accrued liabilities for a division, the division's amortization payment is negative and is used to reduce the division's employer contribution requirement. If the overfunding credit is larger than the normal cost, the division's full credit is included in the municipality's amortization payment above but the division's total contribution requirement is zero. This can cause the displayed normal cost and amortization payment to not add up to the displayed total employer contribution.

## Six Year Projection Scenarios

The table on the following page illustrates the plan's projected liabilities and computed employer contributions for the next six fiscal years, under the new actuarial assumptions and under three future economic/assumption scenarios. All four projections take into account the past financial losses that will continue to affect the smoothed rate of return for the next four years. Under the 7.75% scenarios, two sets of projections are shown:

- Based on the phase-in over 5 fiscal years (beginning in 2017) of the increased contribution requirements associated with the new actuarial assumptions. This projects your minimum required contribution.
- Based on no phase-in of the increased contribution requirements.

The 7.75% scenarios provide an estimate of computed employer contributions based on current actuarial assumptions, and a projected 7.75% market return. The other two scenarios may be useful if the municipality chooses to budget more conservatively, and make contributions in addition to the minimum requirements. The 6.75% and 5.75% projections provide an indication of the potential required employer contribution if MERS were to realize investment returns of 6.75% and 5.75% over the long-term.

Valuation Year Ending 12/31	Fiscal Year Beginning 7/1	Actuarial Accrued Liability	Valuation Assets	Funded Percentage	Computed Annual Employer Contribution
<b>7.75% Assumed Interest Discount Rate and Future Annual Market Rate of Return WITH 5-YEAR PHASE-IN</b>					
2015	2017	\$ 9,174,180	\$ 7,575,760	83%	\$ 227,748
2016	2018	9,236,924	7,343,059	80%	301,572
2017	2019	9,280,776	7,142,419	77%	373,608
2018	2020	9,307,791	6,987,485	75%	443,964
2019	2021	9,316,005	6,882,809	74%	513,012
2020	2022	9,306,603	7,029,484	76%	268,092
<b>NO 5-YEAR PHASE-IN</b>					
2015	2017	\$ 9,174,180	\$ 7,575,760	83%	\$ 305,556
2016	2018	9,236,924	7,343,059	80%	350,424
2017	2019	9,280,776	7,185,872	77%	395,016
2018	2020	9,307,791	7,101,557	76%	440,316
2019	2021	9,316,005	7,038,751	76%	487,164
2020	2022	9,306,603	7,206,030	77%	241,392
<b>6.75% Assumed Interest Discount Rate and Future Annual Market Rate of Return NO 5-YEAR PHASE-IN</b>					
2015	2017	\$ 10,110,283	\$ 7,575,760	75%	\$ 492,972
2016	2018	10,162,356	7,272,002	72%	541,932
2017	2019	10,194,181	7,146,487	70%	589,824
2018	2020	10,207,990	7,195,094	71%	639,132
2019	2021	10,201,981	7,265,730	71%	691,680
2020	2022	10,177,603	7,587,294	75%	259,980
<b>5.75% Assumed Interest Discount Rate and Future Annual Market Rate of Return NO 5-YEAR PHASE-IN</b>					
2015	2017	\$ 11,216,148	\$ 7,575,760	68%	\$ 701,040
2016	2018	11,253,084	7,200,925	64%	754,896
2017	2019	11,268,272	7,118,821	63%	806,892
2018	2020	11,264,204	7,321,780	65%	861,084
2019	2021	11,239,275	7,544,722	67%	920,472
2020	2022	11,195,278	8,003,201	72%	288,012

## Employer Contribution Details (Without a 5-year Phase-In) For the Fiscal Year Beginning July 1, 2017

Table 1

Division	Amort. Period for Unfund. Liab. <sup>4,5</sup>	Employer Contributions <sup>1</sup>			Blended Employer Contribut. <sup>6</sup>	Employee Contribution Rate	Employee Contribut. Conversion Factor <sup>2</sup>
		Normal Cost	Unfunded Accrued Liability	Total Computed Employer Contribut.			
<b>Percentage of Payroll</b>							
01 - AFSCME	5	-	-	-		2.00%	
02 - PoI FOP	23	8.87%	10.08%	18.95%		2.50%	0.86%
10 - Sprvsrs	5	-	-	-		0.00%	
<b>Estimated Monthly Contribution<sup>3</sup></b>							
01 - AFSCME	5	\$ 364	\$ 5,213	\$ 5,577			
02 - PoI FOP	23	3,046	3,461	6,507			
10 - Sprvsrs	5	0	13,379	13,379			
<b>Total Municipality</b>		<b>\$ 3,410</b>	<b>\$ 22,053</b>	<b>\$ 25,463</b>			
<b>Estimated Annual Contribution<sup>3</sup></b>							
		<b>\$ 40,920</b>	<b>\$ 264,636</b>	<b>\$ 305,556</b>			

<sup>1</sup> The above employer contribution requirements are in addition to the employee contributions, if any.

<sup>2</sup> If employee contributions are increased/decreased by 1.00% of pay, the employer contribution requirement will decrease/increase by the Employee Contribution Conversion Factor. The conversion factor is usually under 1%, because employee contributions may be refunded at termination of employment, and not used to fund retirement pensions. Employer contributions will all be used to fund pensions.

<sup>3</sup> For divisions that are open to new hires, estimated contributions are based on projected fiscal year payroll. Actual contributions will be based on actual reported monthly pays, and will be different from the above amounts. For divisions that will have no new hires, invoices will be based on the above dollar amounts which are based on projected fiscal year payroll. See description of Open Divisions and Closed Divisions in the [Appendix](#).

<sup>4</sup> If projected assets exceed projected liabilities as of the beginning of the July 1, 2017 fiscal year, the negative unfunded accrued liability is amortized (spread) over 10 years. This amortization is used to reduce the employer contribution rate. Note that if the overfunding credit is larger than the normal cost, the full credit is shown above but the total contribution requirement is zero. This will cause the displayed normal cost and unfunded accrued liability contributions to not add across.

<sup>5</sup> If the division is closed to new hires, with new hires not covered by MERS Defined Benefit Plan or Hybrid Plan provisions, the amortization period will decrease as follows: Under Amortization Option A, the period will decrease by 2 years each valuation year, until it reaches 6 or 5 years. Then it decreases by 1 year each valuation year until the UAL is paid off. Under Amortization Option B, the period will decrease by 2 years each valuation year, until it reaches 16 or 15 years. Thereafter, the period will reduce by 1 year each valuation year, until the UAL is paid off. This will result in amortization payments that increase faster than the usual 3.75% each year. If the division is closed to new hires, with new hires (and transfers) covered by MERS Defined Benefit Plan or Hybrid Plan provisions, the standard open division amortization period will apply.

<sup>6</sup> For linked divisions, the employer will be invoiced the Total Required Employer Contribution rate shown above for each linked division (a contribution rate for the open division; a contribution dollar for the closed-but-linked division), unless the employer elects to contribute the Blended Employer Contribution rate shown above, by contacting MERS at 800-767-2308.

**Note** that the Employer Contribution Details shown in Table 1 do **not** reflect phase-in over 5 fiscal years (beginning in 2017) of the increased contribution requirements associated with the new actuarial assumptions. The full contribution without phase-in is shown in Table 1 above. The contribution requirements including the 5-year phase-in are shown on page 8.

**Please see the Comments on Asset Smoothing.**

## Benefit Provisions

Table 2

### 01 - AFSCME: Closed to new hires

	2015 Valuation	2014 Valuation
<b>Benefit Multiplier:</b>	2.00% Multiplier (no max)	2.00% Multiplier (no max)
<b>Normal Retirement Age:</b>	60	60
<b>Vesting:</b>	10 years	10 years
<b>Early Retirement (Unreduced):</b>	55/30	55/30
<b>Early Retirement (Reduced):</b>	50/25	50/25
	55/15	55/15
<b>Final Average Compensation:</b>	5 years	5 years
<b>Employee Contributions:</b>	2%	2%
<b>DC Plan for New Hires:</b>	7/1/1997	7/1/1997
<b>Act 88:</b>	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

### 02 - Pol FOP: Open Division

	2015 Valuation	2014 Valuation
<b>Benefit Multiplier:</b>	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
<b>Normal Retirement Age:</b>	60	60
<b>Vesting:</b>	10 years	10 years
<b>Early Retirement (Unreduced):</b>	55/25	55/25
<b>Early Retirement (Reduced):</b>	50/25	50/25
	55/15	55/15
<b>Final Average Compensation:</b>	5 years	5 years
<b>Employee Contributions:</b>	2.50%	2.50%
<b>Act 88:</b>	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

### 10 - Sprvsrs: Closed to new hires

	2015 Valuation	2014 Valuation
<b>Benefit Multiplier:</b>	2.50% Multiplier (80% max)	2.50% Multiplier (80% max)
<b>Normal Retirement Age:</b>	60	60
<b>Vesting:</b>	10 years	10 years
<b>Early Retirement (Unreduced):</b>	50/25	50/25
<b>Early Retirement (Reduced):</b>	55/15	55/15
<b>Final Average Compensation:</b>	3 years	3 years
<b>COLA for Future Retirees:</b>	2.50% (Non-Compound)	2.50% (Non-Compound)
<b>COLA for Current Retirees:</b>	2.50% (Non-Compound)	2.50% (Non-Compound)
<b>Employee Contributions:</b>	4%	4%
<b>DC Plan for New Hires:</b>	7/1/1997	7/1/1997
<b>Act 88:</b>	Yes (Adopted 12/10/1970)	Yes (Adopted 12/10/1970)

## Participant Summary

**Table 3**

Division	2015 Valuation		2014 Valuation		2015 Valuation		
	Number	Annual Payroll <sup>1</sup>	Number	Annual Payroll <sup>1</sup>	Average Age	Average Benefit Service <sup>2</sup>	Average Eligibility Service <sup>2</sup>
01 - AFSCME							
Active Employees	2	\$ 106,804	2	\$ 108,915	58.7	38.0	38.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	6	112,968	6	112,968	65.8		
02 - Pol FOP							
Active Employees	6	\$ 375,735	6	\$ 366,483	43.8	10.4	11.0
Vested Former Employees	1	9,917	1	9,917	56.4	7.0	9.3
Retirees and Beneficiaries	4	97,475	4	97,475	67.4		
10 - Sprvsrs							
Active Employees	0	\$ 0	0	\$ 0	0.0	0.0	0.0
Vested Former Employees	0	0	0	0	0.0	0.0	0.0
Retirees and Beneficiaries	10	452,679	10	443,865	65.3		
<b>Total Municipality</b>							
<b>Active Employees</b>	<b>8</b>	<b>\$ 482,539</b>	<b>8</b>	<b>\$ 475,398</b>	<b>47.5</b>	<b>17.3</b>	<b>17.8</b>
<b>Vested Former Employees</b>	<b>1</b>	<b>9,917</b>	<b>1</b>	<b>9,917</b>	<b>56.4</b>	<b>7.0</b>	<b>9.3</b>
<b>Retirees and Beneficiaries</b>	<b>20</b>	<b>663,122</b>	<b>20</b>	<b>654,308</b>	<b>65.9</b>		
<b>Total Participants</b>	<b>29</b>		<b>29</b>				

<sup>1</sup> Annual payroll for active employees; annual deferred benefits payable for vested former employees; annual benefits being paid for retirees and beneficiaries.

<sup>2</sup> Description can be found under Miscellaneous and Technical Assumptions in the [Appendix](#).

## Reported Assets (Market Value)

**Table 4**

Division	2015 Valuation		2014 Valuation	
	Employer and Retiree <sup>1</sup>	Employee <sup>2</sup>	Employer and Retiree <sup>1</sup>	Employee <sup>2</sup>
01 - AFSCME	\$ 1,347,419	\$ 84,833	\$ 1,420,632	\$ 82,163
02 - Pol FOP	996,436	96,723	1,005,969	86,766
10 - Sprvsrs	4,147,022	0	4,628,832	0
<b>Municipality Total</b>	<b>\$ 6,490,877</b>	<b>\$ 181,556</b>	<b>\$ 7,055,433</b>	<b>\$ 168,929</b>
<b>Combined Reserves</b>	<b>\$ 6,672,433</b>		<b>\$ 7,224,362</b>	

<sup>1</sup> Reserve for Employer Contributions and Benefit Payments

<sup>2</sup> Reserve for Employee Contributions

The December 31, 2015 valuation assets are equal to 1.135382 times the reported market value of assets (compared to 1.059937 as of December 31, 2014). The derivation of valuation assets is described, and detailed calculations of valuation assets are shown, in the [Appendix](#).

## Flow of Valuation Assets

**Table 5**

Year Ended 12/31	Employer Contributions		Employee Contributions	Investment Income	Benefit Payments	Employee Contribution Refunds	Net Transfers	Valuation Asset Balance
	Required	Additional						
2005	\$ 97,447		\$ 21,416	\$ 415,131	\$ (374,352)	\$ 0	\$ 0	\$ 6,813,379
2006	150,246		22,859	544,195	(384,230)	0	0	7,146,449
2007	191,560		20,130	579,232	(452,612)	0	8,708	7,493,467
2008	269,931		19,852	328,996	(457,016)	0	0	7,655,230
2009	282,204		19,305	338,223	(473,728)	0	0	7,821,234
2010	196,337		17,509	392,938	(527,731)	0	24,509	7,924,796
2011	87,502	\$ 11,723	16,224	349,365	(559,713)	0	0	7,829,897
2012	79,273	6	16,443	313,076	(518,919)	0	0	7,719,776
2013	85,735	3	14,323	425,428	(533,278)	0	0	7,711,987
2014	97,181	0	13,279	418,854	(583,933)	0	0	7,657,368
2015	100,374	111,999	11,529	348,798	(654,308)	0	0	7,575,760

**Notes:**

Transfers in and out are usually related to the transfer of participants between municipalities, and to employer and employee payments for service credit purchases (if any) that the governing body has approved.

Additional employer contributions, if any, are shown separately starting in 2011. Prior to 2011, additional contributions are combined with the required employer contributions.

In the actuarial valuation additional employer contributions are combined with required contributions and used to reduce computed future required employer contributions.

The investment income column reflects the recognized investment income based on the smoothed value of assets. It does not reflect the market value investment return in any given year.

## Actuarial Accrued Liabilities and Valuation Assets As of December 31, 2015

Table 6

Division	Actuarial Accrued Liability	Valuation Assets <sup>1</sup>	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
<b>01 - AFSCME</b>				
Active Employees	\$ 735,547	\$ 435,670	59.2%	\$ 299,877
Vested Former Employees	0	0	0.0%	0
Retirees And Beneficiaries	1,190,483	1,190,483	100.0%	0
Pending Refunds	0	0	0.0%	0
<b>Total</b>	<b>\$ 1,926,030</b>	<b>\$ 1,626,153</b>	<b>84.4%</b>	<b>\$ 299,877</b>
<b>02 - Pol FOP</b>				
Active Employees	\$ 776,298	\$ 167,533	21.6%	\$ 608,765
Vested Former Employees	80,470	80,470	100.0%	0
Retirees And Beneficiaries	990,912	990,912	100.0%	0
Pending Refunds	2,238	2,238	100.0%	0
<b>Total</b>	<b>\$ 1,849,918</b>	<b>\$ 1,241,153</b>	<b>67.1%</b>	<b>\$ 608,765</b>
<b>10 - Sprvsrs</b>				
Active Employees	\$ 0	\$ 0	0.0%	\$ 0
Vested Former Employees	0	0	0.0%	0
Retirees And Beneficiaries	5,398,232	4,708,454	87.2%	689,778
Pending Refunds	0	0	0.0%	0
<b>Total</b>	<b>\$ 5,398,232</b>	<b>\$ 4,708,454</b>	<b>87.2%</b>	<b>\$ 689,778</b>
<b>Total Municipality</b>				
<b>Active Employees</b>	<b>\$ 1,511,845</b>	<b>\$ 603,203</b>	<b>39.9%</b>	<b>\$ 908,642</b>
<b>Vested Former Employees</b>	<b>80,470</b>	<b>80,470</b>	<b>100.0%</b>	<b>0</b>
<b>Retirees and Beneficiaries</b>	<b>7,579,627</b>	<b>6,889,849</b>	<b>90.9%</b>	<b>689,778</b>
<b>Pending Refunds</b>	<b>2,238</b>	<b>2,238</b>	<b>100.0%</b>	<b>0</b>
<b>Total Participants</b>	<b>\$ 9,174,180</b>	<b>\$ 7,575,760</b>	<b>82.6%</b>	<b>\$ 1,598,420</b>

<sup>1</sup> Includes both employer and employee assets.

**Please see the Comments on Asset Smoothing.**

See the MERS Fiscal Responsibility Policy on the MERS website at:

[http://www.mersofmich.com/Portals/0/Assets/PageResources/MERS/PlanDocument/Pension/MERSPlanDocument\\_Section46.pdf](http://www.mersofmich.com/Portals/0/Assets/PageResources/MERS/PlanDocument/Pension/MERSPlanDocument_Section46.pdf).

## Actuarial Accrued Liabilities - Comparative Schedule

**Table 7**

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2001	\$ 6,322,161	\$ 6,448,199	102%	\$ (126,038)
2002	6,789,520	6,344,717	93%	444,803
2003	6,934,536	6,503,853	94%	430,683
2004	7,570,708	6,653,737	88%	916,971
2005	7,576,107	6,813,379	90%	762,728
2006	8,013,556	7,146,449	89%	867,107
2007	8,092,795	7,493,467	93%	599,328
2008	8,140,864	7,655,230	94%	485,634
2009	8,337,631	7,821,234	94%	516,397
2010	8,532,967	7,924,796	93%	608,171
2011	8,597,380	7,829,897	91%	767,483
2012	8,184,102	7,719,776	94%	464,326
2013	8,235,676	7,711,987	94%	523,689
2014	8,657,510	7,657,368	88%	1,000,142
2015	9,174,180	7,575,760	83%	1,598,420

Notes: Actuarial assumptions were revised for the 2004, 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

## Division 01 - AFSCME

**Table 8-01: Actuarial Accrued Liabilities - Comparative Schedule**

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2005	\$ 1,386,394	\$ 1,283,812	93%	\$ 102,582
2006	1,485,171	1,385,904	93%	99,267
2007	1,569,442	1,490,370	95%	79,072
2008	1,603,493	1,542,508	96%	60,985
2009	1,715,180	1,576,164	92%	139,016
2010	1,736,708	1,574,133	91%	162,575
2011	1,755,979	1,577,034	90%	178,945
2012	1,740,956	1,563,818	90%	177,138
2013	1,758,360	1,579,950	90%	178,410
2014	1,822,679	1,592,868	87%	229,811
2015	1,926,030	1,626,153	84%	299,877

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

**Table 9-01: Computed Employer Contributions - Comparative Schedule**

Valuation Date December 31	Active Employees		Computed Employer Contribution <sup>1</sup>	Employee Contribution Rate <sup>2</sup>
	Number	Annual Payroll		
2005	6	\$ 260,175	\$ 1,730	2.00%
2006	5	210,985	\$ 1,511	2.00%
2007	4	182,096	\$ 1,099	2.00%
2008	4	183,115	\$ 1,257	2.00%
2009	3	135,983	\$ 1,562	2.00%
2010	3	137,886	\$ 1,793	2.00%
2011	3	137,139	\$ 2,072	2.00%
2012	3	137,577	\$ 2,259	2.00%
2013	3	139,994	\$ 2,607	2.00%
2014	2	108,915	\$ 3,833	2.00%
2015	2	106,804	\$ 5,577	2.00%

<sup>1</sup> For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

<sup>2</sup> For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

**Note:** The contributions shown in Table 9 for the 12/31/2015 valuation do **not** reflect phase-in over 5 fiscal years (beginning in 2017) of the increased contribution requirements associated with the new actuarial assumptions. The full contribution without phase-in is shown in Table 9 above. The contribution requirements including the 5-year phase-in are shown on page 8.

See the Benefit Provision History on page 26 for past benefit provision changes.

## Division 02 - Pol FOP

Table 8-02: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2005	\$ 1,207,078	\$ 1,038,731	86%	\$ 168,347
2006	1,236,688	1,003,953	81%	232,735
2007	1,233,201	1,065,577	86%	167,624
2008	1,303,814	1,096,857	84%	206,957
2009	1,302,013	1,128,957	87%	173,056
2010	1,470,272	1,176,568	80%	293,704
2011	1,511,664	1,156,988	77%	354,676
2012	1,545,374	1,133,808	73%	411,566
2013	1,536,562	1,130,512	74%	406,050
2014	1,682,660	1,158,230	69%	524,430
2015	1,849,918	1,241,153	67%	608,765

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

Table 9-02: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution <sup>1</sup>	Employee Contribution Rate <sup>2</sup>
	Number	Annual Payroll		
2005	7	\$ 369,604	10.33%	2.50%
2006	6	348,266	10.75%	2.50%
2007	6	340,792	9.87%	2.50%
2008	6	351,407	11.05%	2.50%
2009	5	289,944	11.10%	2.50%
2010	4	247,521	14.57%	2.50%
2011	4	252,140	15.80%	2.50%
2012	4	249,811	17.99%	2.50%
2013	4	210,810	19.87%	2.50%
2014	6	366,483	16.47%	2.50%
2015	6	375,735	18.95%	2.50%

<sup>1</sup> For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

<sup>2</sup> For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

**Note:** The contributions shown in Table 9 for the 12/31/2015 valuation do **not** reflect phase-in over 5 fiscal years (beginning in 2017) of the increased contribution requirements associated with the new actuarial assumptions. The full contribution without phase-in is shown in Table 9 above. The contribution requirements including the 5-year phase-in are shown on page 8.

See the Benefit Provision History on page 26 for past benefit provision changes.

## Division 10 - Sprvrs

Table 8-10: Actuarial Accrued Liabilities - Comparative Schedule

Valuation Date December 31	Actuarial Accrued Liability	Valuation Assets	Percent Funded	Unfunded (Overfunded) Accrued Liabilities
2005	\$ 4,982,635	\$ 4,490,836	90%	\$ 491,799
2006	5,291,697	4,756,592	90%	535,105
2007	5,290,152	4,937,520	93%	352,632
2008	5,233,557	5,015,865	96%	217,692
2009	5,320,438	5,116,113	96%	204,325
2010	5,325,987	5,174,095	97%	151,892
2011	5,329,737	5,095,875	96%	233,862
2012	4,897,772	5,022,150	103%	(124,378)
2013	4,940,754	5,001,525	101%	(60,771)
2014	5,152,171	4,906,270	95%	245,901
2015	5,398,232	4,708,454	87%	689,778

Notes: Actuarial assumptions were revised for the 2008, 2009, 2010, 2011, 2012 and 2015 actuarial valuations.

Table 9-10: Computed Employer Contributions - Comparative Schedule

Valuation Date December 31	Active Employees		Computed Employer Contribution <sup>1</sup>	Employee Contribution Rate <sup>2</sup>
	Number	Annual Payroll		
2005	3	\$ 169,689	\$ 3,553	4.00%
2006	3	187,246	\$ 4,449	4.00%
2007	3	188,468	\$ 3,087	4.00%
2008	3	186,846	\$ 2,630	4.00%
2009	3	183,159	\$ 2,415	4.00%
2010	3	186,680	\$ 2,106	4.00%
2011	3	179,431	\$ 2,944	4.00%
2012	3	186,142	\$ 0	4.00%
2013	2	124,816	\$ 0	4.00%
2014	0	0	\$ 4,321	0.00%
2015	0	0	\$ 13,379	0.00%

<sup>1</sup> For open divisions, a percent of pay contribution is shown. For closed divisions, a monthly dollar contribution is shown.

<sup>2</sup> For each valuation year, the computed employer contribution is based on the employee rate. If the employee rate changes during the applicable fiscal year, the computed employer contribution will be adjusted.

**Note:** The contributions shown in Table 9 for the 12/31/2015 valuation do **not** reflect phase-in over 5 fiscal years (beginning in 2017) of the increased contribution requirements associated with the new actuarial assumptions. The full contribution without phase-in is shown in Table 9 above. The contribution requirements including the 5-year phase-in are shown on page 8.

See the Benefit Provision History on page 26 for past benefit provision changes.

## GASB 68 Information

The following information has been prepared to provide some of the information necessary to complete GASB Statement No. 68 disclosures. Statement 68 is effective for fiscal years beginning after June 15, 2014. Additional resources, including an Implementation Guide, are available at [www.mersofmich.com](http://www.mersofmich.com).

Actuarial Valuation Date:	12/31/2015
Measurement Date of Total Pension Liability (TPL):	12/31/2015

At 12/31/2015, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits:	20
Inactive employees entitled to but not yet receiving benefits:	1
Active employees:	<u>8</u>
	29

Total Pension Liability as of 12/31/2014 measurement date:	\$	8,462,395
Total Pension Liability as of 12/31/2015 measurement date:	\$	8,962,779
Service Cost for the year ending on the 12/31/2015 measurement date:	\$	46,596

Change in the Total Pension Liability due to:

- Benefit changes <sup>1</sup> :	\$	0
- Differences between expected and actual experience <sup>2</sup> :	\$	16,110
- Changes in assumptions <sup>2</sup> :	\$	418,907

<sup>1</sup> A change in liability due to benefit changes is immediately recognized when calculating pension expense for the year.

<sup>2</sup> Changes in liability due to differences between actual and expected experience, and changes in assumptions, are recognized in pension expense over the average remaining service lives of all employees.

Average expected remaining service lives of all employees (active and inactive):	3
Covered employee payroll: (Needed for Required Supplementary Information)	\$ 482,539

Sensitivity of the Net Pension Liability to changes in the discount rate:

	1% Decrease (7.00%)	Current Discount Rate (8.00%)	1% Increase (9.00%)
Change in Net Pension Liability as of 12/31/2015:	\$ 898,944	-	\$ (767,946)

Note: The current discount rate shown for GASB 68 purposes is higher than the MERS assumed rate of return. This is because for GASB 68 purposes, the discount rate must be gross of administrative expenses, whereas for funding purposes it is net of administrative expenses.

## Benefit Provision History

The following benefit provision history is provided by MERS. Any corrections to this history or discrepancies between this information and information displayed elsewhere in the valuation report should be reported to MERS. All provisions are listed by date of adoption.

### 01 - AFSCME

7/1/2004	Benefit F55 (With 30 Years of Service)
7/1/2004	Member Contribution Rate 2.00%
7/1/1997	DC Adoption Date 07-01-1997
7/1/1994	Benefit B-2
7/1/1991	Benefit B-1
7/1/1988	Member Contribution Rate 0.00%
12/10/1970	Covered by Act 88
7/1/1970	Benefit C-1 (Old)
7/1/1966	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1966	10 Year Vesting
7/1/1966	Benefit C (Old)
7/1/1966	Member Contribution Rate 3.00% Under \$4,200.00 - Then 5.00%
	Fiscal Month - July

### 02 - Pol FOP

1/1/2001	Benefit B-4 (80% max)
1/1/2001	Benefit F55 (With 25 Years of Service)
1/1/2001	Member Contribution Rate 2.50%
7/1/1991	Benefit B-3 (80% max)
7/1/1988	Member Contribution Rate 0.00%
12/10/1970	Covered by Act 88
7/1/1970	Benefit C-1 (Old)
7/1/1966	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1966	10 Year Vesting
7/1/1966	Benefit C (Old)
7/1/1966	Member Contribution Rate 3.00% Under \$4,200.00 - Then 5.00%
	Fiscal Month - July

### 10 - Sprvsrs

7/1/1997	DC Adoption Date 07-01-1997
1/1/1992	E2 2.5% COLA for future retirees (07/01/1991)
1/1/1992	E1 2.5% COLA for past retirees (07/01/1991)
7/1/1991	Benefit FAC-3 (3 Year Final Average Compensation)
7/1/1991	Benefit B-4 (80% max)
7/1/1991	Member Contribution Rate 4.00%
7/1/1988	Benefit FAC-5 (5 Year Final Average Compensation)
7/1/1988	10 Year Vesting
7/1/1988	Benefit C-1 (Old)
7/1/1988	Benefit F50 (With 25 Years of Service)
7/1/1988	Member Contribution Rate 1.00%

**10 - Sprvsrs**

12/10/1970

Covered by Act 88  
Fiscal Month - July

## Plan Provisions, Actuarial Assumptions, and Actuarial Funding Method

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Details on MERS plan provisions, actuarial assumptions, and actuarial methodology can be found in the [Appendix](#). Some actuarial assumptions are specific to this municipality and its divisions. These are listed below.

### Increase in Final Average Compensation

Division	FAC Increase Assumption
All Divisions	2.00%

### Withdrawal Rate Scaling Factor

Division	Withdrawal Rate Scaling Factor
All Divisions	100%

### Miscellaneous and Technical Assumptions

Loads – None.

### Amortization Policy for Closed Divisions

Closed Division	Amortization Option
All Closed Divisions	Option A

# Tracks are betting on horse racing bills to help industry

**Kathleen Gray, Detroit Free Press Lansing Bureau** 11:28 p.m. EDT June 1, 2016



(Photo: Salwan Georges/Detroit Free Press)

As the ponies hit the tracks for this season's weekend contests, Michigan's shrinking horse-racing industry is facing growing pressures to figure out ways to survive. [Fullscreen](#)

Even before Detroit's three casinos opened in 1999 and 2004, the industry was facing competitive pressures from Native American tribal casinos that began popping up in Michigan in 1993.

From a high of nine tracks in the state, only two remain — Northville Downs and Hazel Park Raceway. And staying in business has been a challenge. In 1999, horse racing generated \$13.2 million in revenues for the state on wagers of \$416 million. By 2015, according to the state's annual horse-racing report, those revenues had shrunk to \$3.5 million on wagers of \$106 million.

## Hazel Park Raceway

The number of people involved in horse racing also has shrunk dramatically. In 2002, 8,594 licenses for everything from jockeys to trainers and horse owners were issued by the state. In 2015, the number declined to 1,424.

• **Related:** [Failed Wayne Co. horse track tied to new casino plan \(/story/money/business/michigan/2016/02/13/failed-horse-track-tied-casino-plan/79762430/\)](/story/money/business/michigan/2016/02/13/failed-horse-track-tied-casino-plan/79762430/)

"It's a more competitive market out there, and we have to open up the door to some new revenue sources," said Dan Adkins, vice president of Hazel Park Raceway, where Thoroughbred racing began for the season on Friday.

Mike Carlo, operations manager at Northville Downs, just shook his head in dismay at how much business the casinos have sucked away from his harness-racing track, which has been operating since 1944 and started the live racing season in March.

The Legislature has tried to lend a hand over the years, but it's been more than 20 years since significant legislation passed that helped the industry stay alive. In 1995, the Legislature allowed the tracks to begin simulcasting races so locals could bet on both the live races happening at the track and the televised races being shown on screens inside the raceways. So while live racing happens on Fridays and Saturdays from May through September or October, simulcast wagering happens nearly every day of the year.

That still wasn't enough for the industry and from 1998 to 2014, seven tracks closed. Advocates tried again and again to push a plan to put slot machines at the racetracks, creating "racinos," but that would require a statewide vote because it's considered an expansion of gambling in the state. The plans went nowhere.

"As long as we can keep the industry up and running, we have to do it. It's an important industry in this state supporting a lot of family farms," said state Rep. Jon Bumstead, R-Newaygo. "And let's keep as much of those dollars in Michigan as well."

[Buy Photo](#)



City Council Parks his horse at Northville Downs. The track is one of only two racing venues in Michigan. (Photo: Kirthmon F. Dozier/ Detroit Free Press) June 13, 2016



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[Demolition begins at failed Wayne Co. horse track](http://www.freep.com/story/money/business/michigan/2016/01/25/demolition-begins-wayne-countys-failed-horse-track/79303398/)

(<http://www.freep.com/story/money/business/michigan/2016/01/25/demolition-begins-wayne-countys-failed-horse-track/79303398/>)

But the Legislature is on the cusp of passing a plan that both the horse track owners and the equine industry hope will put them on a path toward survival, perhaps even help reopen some of the tracks that have had to shutter over the years.

The legislative plan switches from a complicated formula of doling out winnings from a big pool to horse owners and tracks to a system in which the money generated at each of the two tracks generally stays at that track to pay prizes to winning horses and cover expenses of the track.

It also cracks down on out-of-state betting operations, making it a crime for anyone without a license for live horse racing in Michigan to accept wagers over the Internet from Michigan residents. This is the biggest plus for horse track owners, who want to capture the betting that's now going on over the Internet.

"Almost \$2 billion is wagered online every year. The Michigan dollars are well into the tens of millions," said Adkins. "My projections, I think it could generate \$3 to \$5 million a year for us."

Coupled with shutting down the out-of-state betting operations, the state is considering allowing Michigan's tracks to accept online wagers on live and simulcast races run at the tracks. So horse enthusiasts could place bets over their smartphones from the comfort of their homes.

That's not an option for Harry Jones, 69, of Detroit, who spends most of his days at Northville Downs.

**Buy Photo**



**Harness racing fan Harry Jones from Detroit says he bets six days a week at Northville Downs, averaging about \$450 per week in wagers.** (Photo: Kirthmon F. Dozier/Detroit Free Press)

"I average about \$450 a week. I bet six days a week and I may win one or two days a week," he said on a recent Saturday evening at Northville Downs. "This is my second home. I love the character of the track."

For others, watching harness racing is a family affair. Mickey and Amanda McDonald of Waterford often bring their four kids to Northville Downs.

"Even if we're not gambling, we let the kids do some pools among themselves. The little one loves it because she calls every horse Bella," said Mickey McDonald of his youngest daughter. "What else do you do in the Detroit area for a family? The movies or roller skating or bowling? But this gives you something else, not to mention you get to see live animals, actual horses and the drivers."

The family gathered around "Speaking Greek" after the Standardbred horse won his race that night. They didn't know the driver really, but McDonald's mother is Greek, and the kids wanted to pet the horse.

For Tony and Kristin Nichols of Niles, a family reunion brought them to Northville Downs for their first experience with horse racing. They weren't wagering much — \$2 a race — and were choosing their bets based on the horse's name. One winner was Prince Ponder, chosen to honor the recently deceased rock star, while another winner was Quiet Charmer.

"We just decided to come and have some fun and spend a little time with each other," Tony Nichols said.

It's like that at the Hazel Park track too, Adkins said, where race nights have become a happening that can attract up to 10,000 people.

"The excitement of the live action on the track is what draws the people," he said. "Hazel Park is becoming its own little hot spot."

The state also benefits from the horse tracks, not only on the taxes brought in by the tracks, but by bolstering the state's \$101 billion agriculture industry.

State Sen. David Robertson, R-Grand Blanc, the sponsor of the bills, said his district has many horse stables, and he was pained by the [closing of Sports Creek Raceway in Swartz Creek](/story/money/business/michigan/2015/01/06/sports-creek-raceway-closes/21357119/). "I want to do everything I can to reverse the downward decline of the horse-racing industry. The goal is to improve the financial viability of the industry in Michigan. And as it becomes more successful, anything is possible."



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[Sports Creek closes, leaving 2 horse tracks in state](#)

[\(http://www.freep.com/story/money/business/michigan/2015/01/06/sports-creek-raceway-closes/21357119/\)](http://www.freep.com/story/money/business/michigan/2015/01/06/sports-creek-raceway-closes/21357119/)

The Senate passed the horse-racing bills — SB 504-505 — earlier this month, and the House is expected to vote on the package before it goes on summer break in two weeks.

Contact Kathleen Gray: 313-223-4430, [kgray99@freepress.com](mailto:kgray99@freepress.com) or on Twitter @michpoligal

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