

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, March 27, 2017, 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 March 13, 2017 MOTION Pg. 18
5. **APPROVE AGENDA:**  
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**  
6A. City Manager's Report MOTION Pg. 2  
6B. Xfinity Notice Pg. 23  
6C. Redevelopment Ready Communities Materials (Business Item) Pg. 27  
6D. Video Service Pricing Pg. 44  
6E. Exxon Site License Agreement (Business Item) Pg. 54  
6F. MERS Agreements (Business Item) Pg. 99  
6G. Street Project Schedule Pg. 111  
6H. KWA Update Pg. 112  
6I. Mowing Bids (Business Item) Pg. 115  
6J. Heritage Property Map and Listing (Business Item) Pg. 116  
6K. Metro Police Authority Reports Pg. 120  
6L. Dark Store Legislation Update Pg. 128
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Citizen of the Year PRESENTATION  
8B. Exxon Site License Agreement DISC  
8C. Redevelopment Ready Communities RESO Pg. 14  
8D. MERS Retirement Transfer RESO Pg. 15  
8E. Heritage Village Lots DISC  
8F. Lawn Mowing Bid Approval RESO Pg. 16
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Planning Commission:	Tuesday, April 4, 2017, 7:00 p.m., PDBMB
Park Board:	Wednesday, April 5, 2017, 6:00 p.m., PDBMB
City Council:	Monday, April 10, 2017, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, April 13, 2017, 6:00 p.m., PDBMB
Fire Board:	Monday, April 17, 6:00 p.m., Public Safety Building
Zoning Board of Appeals:	Wednesday, April 19, 2017, 6:00 p.m., PDBMB
City Council:	Monday, April 24, 2017, 7:00 p.m., PDBMB
Police Authority:	Wednesday, April 26, 2017, 10:00 a.m., PDBMB

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
**Regular Council Meeting of Monday, March 27, 2017 - 7:00 P.M.**

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** March 23, 2017

**ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **TAXABLE VALUES & OUTSTANDING APPEALS** *(No Change of Status)*

I have attached the taxable value report for 2017 (L-4022). This compares the tentative value (prior to the Board of Review and appeals) with 2016. I have made notations for reference. The taxable value of the city (prior to our board of review and closure of appeal filing) is up by \$2,109,710 or 1.5%. This increase will be reflected in the July 1, 2017 – June 30, 2018 budget. This is phenomenal, relatively speaking. The downside is that appeals are still pending and can be filed to reduce this, perhaps even into negative territory. It is further depressing because this 1.5% growth reflects many new homes, the assisted living, and relatively strong property value increases. Our community is looking at a good year, but cities are still losing the war on keeping revenue in line with inflation and service needs.

Concerning appeals, the city is preparing to do full appraisals on the Topvalco (Kroger) property and O'Reilly Auto Parts. These are newer submissions that will take some time to resolve themselves.

I expect a future negotiation for the office building, for which we are awaiting some market data (Huizinga Properties). A complete listing of outstanding appeals is as follows (note that the S.C. Mini Storage is also settled).

Year	Parcel #	docket	Owner	Petitioner's	Assessed	Taxable	Assessed	Taxable	Status
2015	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	765,300	765,300	550,000	550,000	stip pending
2016	58-02-200-029	15-002787	S.C. Mini Storage	Steve Johnson	861,000	859,495	550,000	550,000	
2016	58-31-626-002	16-001553	Huizinga Properties	Mark Pendery	131,800	131,800	85,000	85,000	answered 6/21/16
2016	58-36-576-012	16-002714	Topvalco/Kroger	H. Adam Cohen	2,239,700	2,044,916	1,100,000	1,100,000	answered 8/2/16
2016	58-31-551-006	16-003390	O'Reilly Auto Parts	Thomas Randle	523,900	453,942	150,000	150,000	answered

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

✓ **MORRISH SIGNALS** *(No Change of Status)*

The signal at Bristol is up and running. I am told sensors will be installed at a later date. This should reduce the number of unnecessary stops/backups on Morrish Road. We will continue to work with MDOT on the interchange signal on the south side of the overpass to see if the Bristol signal impacts flow on Morrish.

There has been a desire by some in the community to re-engage the signal at Morrish Road at the raceway. Anecdotally, it appears this will help with vehicles exiting the interstate and turning left onto the interstate. We have made an inquiry to

MDOT regarding this process. They have acknowledged our inquiry but they have not provided an answer. Please let us know if there is any objection to moving forward.

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change of Status)**

The city has only one project slated for federal funding through the regional planning commission Traffic Improvement Program (TIP). Fairchild is to be designed in 2018 and constructed in 2019, which is the last year of the three year TIP cycle. After that, we hope that Miller, west of Morrish will be in the 2020-2022 cycle. Seymour is not on the radar at this point, though we may try to put it on the next cycle as well.

Listed below is the breakdown for Fairchild, including federal funding:

<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>
Fairchild	Cappy	Miller	0.28	2	2956.8	44	2456	\$312,306	\$249,845	\$62,461

✓ **STREET PROJECT UPDATES (Update)**

This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work.

The preconstruction meeting for the project was held on March 20. We now have more information to go on regarding the project timelines and the proposed impact. Expect the newsletter and other updates to follow. It should be noted that Comcast, AT&T, the Genesee County Drain Commission, Swartz Creek Community Schools, and Republic Waste were unable or unwilling to attend.

Based upon the meeting, the project should begin and end on schedule. We now expect trash collection and driveway access to be much less cumbersome/disruptive than previously anticipated. The project timeline is included in the packet. At this point, we believe we can accommodate curbside waste collection throughout the project, with only a few interruptions. We also believe that street and driveway access will be maintained for residents through the project, except for 6-8 days in which concrete curing is required and/or water trenching prohibits such access. These disruptions will be directly communicated.

The bond resolution that the city council approved sets the basic parameters for the bond sale, including the final amount, type of bond, and eligible expenses. The city is moving forward with an intention to borrow \$1.95 million. The interest rate is projected to be 2.75%. With borrowing costs being low and future projects expected to be large in scale, the additional funds will enable safeguards to possible change orders and/or ensure a healthy fund balance for 2018 projects. I will keep the city council informed of our next steps. A timeline on this process is included in the packet.

The Street Project Review Committee does not have another meeting scheduled at this time. However, it appears that CE will be able to accommodate a new street lighting plan for 15 lights, 7 of which would be decorative, for about \$60,000. When design/pricing is complete, the committee will meet again. In the mean time, decisions have been recommended that favor 5 foot wide sidewalk on both sides, as well as

forestry efforts (removal and partial replacement) on both sides. Both of these change orders have been tentatively worked into the project scope, adding ~\$150,000 to the total based upon unit costs.

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

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

We are planning to look into the next phase of work. I will keep the city council informed.

✓ **KWA** *(Update)*

I have attached a news article that is relevant to our situation. The county was concerned that all users would need to remain on Great Lakes Water Authority water supply until Flint was able to treat its own water. This could take years. The concern was that the county would need to keep the pipe line between GLWA and Flint open, thereby requiring the county to purchase the GLWA water first. It now appears that a bypass will be built that will enable Flint to get GLWA water direct, without the county needing to supply it. This allows the KWA (including Swartz Creek) to begin treating Lake Huron water on schedule.

✓ **WATER LOSS** *(Update)*

Leak detection is scheduled for the week of March 27<sup>th</sup>! It may sound strange, but I hope they find a huge leak under the creek. We need to put an end to this water loss. I will obviously keep the city council informed.

We also met with the city's provider of meters, meter registers, and meter reading equipment. This process will help educate new staff and bridge the gap between meter function and administrative billing. With Amy Nichols departure from the city, we now have Jody Key in the driver's seat of the utility billing. I am pairing her up with our newest certified water system distribution operator, Rebecca Thiell, to develop a more thorough internal auditing program to find theft, faulty meters, improper billing, and leaks. These two will be able to share information and skills in such a way that compliments a full view of field operations and administrative billing. I expect to find many areas of loss.

✓ **WATER MAIN REPLACEMENT** *(Update)*

As part of our long term effort to plan for water main replacement, the state is now requiring submission of an asset management plan. This is a good practice, but it is somewhat premature for us since we still have unknown revenue and expense matters to work around (water loss and KWA rates). We also need to ascertain the long term street replacement program, which is also tied to state payments, in order to create a detailed program.

Despite these setbacks, we can proceed with the submission to the state. Mr. Fleury is recommending that we use the Rural Water Program to have this plan drafted. I will have more information about this soon. I don't expect to incur any additional expenses in addressing this asset management plan.

Regarding the practical needs to secure funding for our larger projects (Miller & Morrish, among others), Lou has put together some figures on our mid-term capital

investment needs. It looks like we will need to spread this cost out over time and/or offset it if we are to be successful. As such, Mr. Svrcek and Mr. Fleury have been looking into the use of federal funds as a potential grant and lending source for water main. Because the life of these assets is so long and the cost so high, bonding or borrowing for their replacement is common. Lou feels we may be eligible for some grant funds.

Moving forward, we will begin exploring some of these options. Clio, Davision, and many other communities rely heavily on these programs when their infrastructure needs come due.

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

MERS is looking to move forward with the official documentation that will transfer employees and retirees of the affected units to the Authority. There was much discussion about this at the March 22<sup>nd</sup> Metro board meeting.

As planned from the beginning, the city has obligations to pay for retirement liabilities accrued through the date of transfer (February 1, 2017). These financial liabilities are expected to be around \$600,000 and will be made known to the city with the 2016 actuarial study, which is expected in May or June.

In addition, MERS is requesting that the city “co-sign” for the pension plans offered by the Authority. It was suspected that such a commitment might be required, but MERS was not sure what form it would take during our analysis in 2016. At this point, they are proposing to transfer all active and retiree members of the defined benefit Police Officers Labor Council unit to the Authority, along with their retirement assets and liabilities. The Authority will then be responsible for ensuring this pension is funded. However, MERS is requiring the city and township to guarantee liabilities in the event that the Authority defaults.

What does this mean? It means that the authority will oversee and make payments on the pensions. However, because the authority can disband under the provisions of the Urban Cooperation Act, MERS requires the founding members to “co-sign” on the potential pension liabilities to ensure solvency. They are requiring this for the city’s transferred employees, assets, and pension liabilities. They are also requiring it for the new hybrid plan that the Authority has in place for new hires.

There should not be any impact to the city. However, the guarantee does imply a risk of financial exposure should the Authority default. Since the city and township are the sole funding source of the Authority, the financial burden would not shift in practice unless one of the municipalities AND the Authority went into default at a time when there were pension liabilities (which is unlikely since the Authority is overfunding its pension by resolution).

With that said, I am not pleased with guaranteeing future pension liabilities, but I do believe the risk is minimal. It is certainly less risk than what the city had in 2016 or prior with its own defined benefit plan. Furthermore, there is no question that the labor force (per our bargaining intentions and the collective bargaining agreements) is entitled to the agreed-to post retirement benefits. As such, I don’t see a choice but to endorse the

two retirement plans (one for the transferred employees from the city and one for future hires). MERS will not provide the plans unless there is a guarantee, and the plans are necessary.

I have included the two agreements. These agreements are between the Authority and MERS, with Section IX applicable to the City of Swartz Creek. Mundy Township will also be endorsing the hybrid retirement and their respective retirement for Mundy transfers. I have included a resolution that enables endorsement of these agreements. I could write in further detail about this, but it may be easier to discuss this at the meeting. Feel free to contact me before hand with questions or an in-depth explanation of the situation.

In other news, the Authority is looking to modify its leases with the city and township. I do not have any details yet on how this will impact budgets, services, hours of operation, or overall costs.

✓ **HERITAGE VACANT LOTS** (*Business Item*)

The association has been meeting with developers to see if there is an interest in building spec homes. They now request that the city proceed with negotiated sales with two developers that the Association has approved to build spec homes in the subdivision. Their intention is to negotiate market rate sales, with the understanding that the builders will use them in a reasonable time frame for the construction of appropriate homes. They are also requesting that proceeds beyond the city's investment be allocated and paid to the association in a manner reflecting the program executed with city-owned lots in Springbrook East.

I think this is a great plan. I believe the highest priority is ensuring the success of the Heritage Village development. New homes that complement the existing neighborhood will enable this. Relieving the city of these real estate assets will also limit our exposure to ongoing carrying cost, as well as to provide some new tax revenues. Lastly, the lot sales should be able to relieve some of the financial burden imposed upon the community by the road assessment that resulted from the housing crisis.

I have placed this on the agenda for discussion. If the city council finds the request by the association to be reasonable, I can bring a resolution back that directs staff to engage in negotiated sales, per the city's land sale policy. If successful, the sales could then be confirmed by the city council, along with any other conditions of the transactions.

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

I held another discussion with the Supervisor of Gaines Township, Mr. Fortino. He indicated that he would approach the township board about participating in a shared study of the 'woods' area, with the potential to also participate in the installation of improvements. This will be a wise idea since the township and city both have similar lots in this platted area that need services.

The street committee considered this neighborhood at their meeting on August 30th. They believe the city should reach out to all property owners with vacant lots. However, it is thought that a cost estimate for the required improvements (sanitary and

storm water) should be prepared beforehand. City engineer, Lou Fleury, is looking into the work previously done to see if the storm water plan is detailed enough to price out. At this point, he feels another \$6,000 - \$8,000 is needed to revisit the plans for the current scope and needs.

✓ **NEWSLETTER (Update)**

The newsletter will be mailed shortly.

✓ **SUNOCO (Update)**

A draft agreement is attached! Note that this is for discussion only, and there is not an expectation for a vote at the March 27 meeting.

What Exxon Mobile wants (summarized):

1. Access to the site to remove soil
2. Limited, non-exclusive construction access to Miller Road and Holland Drive
3. Rights to place and access monitoring wells on the site
4. Deed restrictions that prohibit future residential use onsite
5. Passage of an ordinance to prohibit water wells in the vicinity
6. An acknowledgement that the city does not intend to abandon Holland Drive
7. A release from current a future claims arising from the city

What the City gets (summarized):

1. \$115, 000 (negotiated up from \$75,000)
2. A site that is cleaner and likely to be 'closed' by the MDEQ
3. Site restoration, inclusive of an aggregate surface
4. Indemnities related to the execution of the project
5. The ability to move forward with sale or use of the site

I am pleased that we finally have an agreement in front of the city council. I believe this is something the city can live with. Note that some exhibits need to be updated. I expect this to occur the first week of April, with a final draft and vote expected on the 10<sup>th</sup>. There is still some obvious risk to the city. However, I feel we have mitigated our financial losses and potential losses related to legal fees, site damage, and potential street damage.

Ideally, new environmental or similar concerns are not uncovered, but that is always a concern. Despite this risk, we need to move forward to address the practical concerns (dirty dirt) and pursue the opportunities to improve the neighborhood. This instrument should get us there. Mr. Gildner and I have worked through a couple issues, and I have it before him yet again concerning certain language. Let me know what you think.

✓ **ELMS PARK RENOVATIONS (Update)**

Per the Glaeser Dawes schedule, work in the park is expected to occur in August. The work should not have a large impact, but there will obviously be disruptions to traffic and some facilities as flatwork is installed.

The tot-lot is pending fundraising. Just so the city council is aware, the group involved inquired about the possibility of the city council allocating general fund dollars to this effort to offset slow fundraising.

The dog park has been approved. The scouts indicated that this should be installed early in 2017. The park board will be addressing operating rules/guidelines for this facility this summer. In the meantime, we await progress by the scouts.

✓ **WATER TOWER PAINTING** *(No Change of Status)*

The low bid by Fedewa for \$78,400 has been accepted, along with \$11,000 for construction engineering/inspections. I expect the contractor to begin when weather permits.

As far as the logo goes, this issue has been put to rest by a council vote. It would take action from the floor to reconsider.

✓ **TRAIL PLANNING CONCEPTS** *(No Change of Status)*

We await OHM to begin investigating trail options. I suspect they will look for park board, planning commission, and general input at some point. I will keep the council informed.

✓ **DISC GOLF CONCEPT** *(No Change of Status)*

Conceptual approval has been granted for a course in Winshall Park. With winter still raging (is it?), interest in fundraising has died down. I will keep the city council informed.

✓ **REDEVELOPMENT READY COMMUNITIES** *(Business Item)*

The State of Michigan oversees a new program in which cities become certified as "Redevelopment Ready Communities". The intent of the program is to encourage and help cities streamline development and review processes in order to better move forward with implementing plans for downtown and commercial improvements. An advantage of being certified is the state will assist such communities with marketing specific sites and/or plans, such as the raceway or downtown properties.

I have taken both courses required to begin the process (as of March 9). The city council now has a resolution that will start us down the path for certification. As reference material, the packet includes the one page program summary and the self-evaluation tool for city services, marketing, and processes. This evaluation and subsequent review by the MEDC will outline our needs to conform to state guidelines. The needs will likely amount to a number of changes involving our forms, processes, ordinances, plans, and marketing strategies that are all related to development. This will take a fair amount of staff time so I am not sure how quickly it will go.

The resolution and evaluation will start a process in which we review our ordinances, permits, applications, and processes related to building, planning, and zoning. The state will then encourage revisions as needed in order to achieve what they believe is the optimal set of policies and procedures (certification).

✓ **MEDICAL MARIHUANA** *(Update)*

A consulting company is scheduled to present on the topic of medical marijuana land uses and their impacts in Michigan at the April 4, 2017 Planning Commission meeting.

The city has no zoning ordinances that enable any of the five state licensed facilities (growing, processing, testing, transport, and provisioning). This is within the city's rights to enable any, all, or none of these uses. The planning commission is expected to consider those uses throughout the spring and summer months and make recommendations accordingly. Since no licenses can be granted until December of 2017, this is expected to be timely. I will keep the city council informed.

✓ **DEBT** (*No Change of Status*)

At previous meetings, we have discussed existing city debt and how that relates to existing fund balances. Staff believes that we should consider paying off more debt, if not all of it. Why? Due to circumstances, local governments cannot invest savings in any meaningful way. This means our savings (fund balances) are worth less each year in terms of spending power. Meanwhile, we pay interest on some notes at over 4.35% from those same funds. For unfunded retirement, we lose a theoretical 7.75% each year, though this is likely 6% in practice.

In the spring, we analyzed our fund balances in terms of months-of-operating. This means that if we had \$100 in savings after all expenditures for a year and spent \$200 each year from that fund, we would have six months operating remaining. What we found is that sewer and general fund were in very good positions, with the ability to make expenditures on debt or deferred maintenance on facilities. This practice is known as spending down healthy savings. We believe we should seriously consider details in the near future.

The largest debt we have is in the shape of the unfunded, accrued liabilities for retirement. These liabilities hit all major funds, but are owed mostly from the general fund. With the authority formed, there is an expectation that we pay down all of the accrued debt for the police unit. Frankly, we should probably do this anyway since their returns are much higher than what we achieve.

Note that there is still some debt for the other units, but the Supervisors and AFSCME are closed and have no new covered employees. In fact, there are no current pension-eligible supervisors and only two active AFSCME employees in the pension fund. Everyone else is retired. We will have a better understanding of what is owed after our actuarial evaluation by MERS.

The city also has a note outstanding for city hall. According to the information we received, bonds can only be called on an interest payment date. The next interest payment date is March 1, 2017 at that time the payoff will be \$405,952.50 If we pay off the bond early we will save about \$57,000 in interest. The payoff would come from general fund 40%, Garbage Fund 10% and 25% from each water and sewer fund. Staff is seriously considering the early payoff. The fund balance in each of these funds is healthy enough to pay these down.

General Fund:        \$162,381.00

Garbage Fund:	\$40,595.25
Water Fund:	\$101,488.12
Sewer Fund:	\$101,488.12

We will wait on this debt until the general fund pension liabilities are made known in the next report, expected in June.

The sewer fund separate bond debt costs approximately \$20,000 annually in interest. We made inquiries into the nature of any possible early payoff for this as well. This note is held by the county and is noted to amount to approximately \$500,000 in our audit. I believe we should pay this off. The sewer fund has met its capital and ongoing financial obligations and has enough fund balance to eliminate this note and its relatively high interest. For now, there appears to be enough interest from Clayton and Gaines to make payoff of this note in the spring probable. **Expect a resolution to pay this off in the next three months.**

✓ **SEE CLICK FIX (Update)**

Four staff members were trained on the basic administrative functions of this system. I am more impressed now than I was a month ago. I believe this tool will be extremely useful in receiving information from the public, and I also think it can be used with equal impact to disseminate information to the public.

We are very excited about how this could bring the community closer with common information sharing, efficient problem mitigation, and trust in governance. I will let the council know when the demo site is running, which should be within a month's time.

✓ **COMMUNITY DEVELOPMENT BLOCK GRANT (No Change of Status)**

We have \$12,000 set aside for demolition and another \$16,819 set aside from the Genesee County Home Program. As noted above, the CDBG agreement will not be available to sign until May (perhaps even August!), thereby delaying action on 5157 Morrish until at least that time, longer if we cannot release bids until the contract is signed. I am working with the new staff planner, Mr. David Yeoman, to see if we can bid the project before the contract is signed in order to save time. We are also checking into the possibility for reimbursement.

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

✓ **XFINITY (Update)**

Xfinity will be notifying customers in the city about equipment upgrades.

✓ **DARK STORE LEGISLATION (Update)**

This is long overdue and, if approved, should reduce the need to continuously defend appeals from sites like the Swartz Creek Kroger.

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

✓ **PLANNING COMMISSION (Update)**

At this time of the year, many businesses approach the city for temporary permits. Permits granted thus far include:

## 1. Kroger: Outdoor sales and storage

Note that these approvals are in addition to outdoor sales and storage granted on a permanent basis via a special land use application. This includes businesses such as Gil-Roys, Family Fame & Home, and Meijer.

The commission is scheduled to meet on Tuesday, April 4, 2017. There is a consulting firm that will be presenting on the topic of medical marijuana and the five statutorily permitted uses in the state. **I STRONGLY SUGGEST THAT ALL CITY COUNCIL MEMBERS, PLANNING COMMISSIONERS, AND ZONING BOARD OF APPEALS MEMBERS ATTEND THIS MEETING!!!**

### ✓ **DOWNTOWN DEVELOPMENT AUTHORITY** (*Business Item*)

The DDA met on March 9. They discussed the Sunoco site at length and established a working committee to come up with design options that are in line with the prior public feedback for that site (parking, perhaps with public space). They also went over the 2017 Family Movie Night Schedule, which draft follows:

June 9, 2017:	Rogue One: A Star Wars Story; PG-13; 133 Min
June 23, 2017:	The LEGO Batman; PG; 104 Min
July 7, 2017:	The Legend of Tarzan; PG-13; 109 Min
July 21, 2017:	Fantastic Beasts and Where to Find Them; PG- 13; 113
August 4, 2017:	Moana; PG; 113 Min
August 18, 2017:	The Secret Life of Pets; PG; 90 min

Based upon council feedback at the last meeting, the DDA is going to spend some resources (time and money) to work with a professional in a manner that engages public stakeholders to develop an identity for the community (e.g. where town and country join hands, the creek is rising, etc.). This brand could then be attached to design features, public art, logos, mottos, and events. Obviously, a logo suitable for the water tower, should there be a logo, would be an expected deliverable.

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

This board met on March 15<sup>th</sup> for their annual meeting. Mr. Packer was selected as Chair, Mr. Plumb was selected as Vice-Chair, and Mr. Smith was selected as the Secretary. No other business is conducted. Though no business is on the horizon, a training is expected this year.

### ✓ **PARKS AND RECREATION COMMISSION** (*No Change of Status*)

The park board met on March 1<sup>st</sup> to go over a number of items. The park board will meeting again on April 5<sup>th</sup> to continue planning events and going over improvement and maintenance matters.

Many volunteer groups are stepping up to work on parks this year!

The United Methodist Church on Miller Road is going to tackle staining the playscape this May! They plan to be there on Friday-Saturday (May 12-13) and Saturday-Sunday (May 20-21). They will be looking for help!

Cornerstone Baptist Church is going to be painting the structures in the Winshall Park tot lot.

The Art Guild is painting the historic swings from the Winshall tot lot.

Mr. Zuniga is leading an effort to rebuild the bleachers in Elms Park.

Mrs. Zuniga is offering a potential donation to Winshall Park in the form of a "Little Library".

Thanks to our community groups and citizens for the donations and time!

✓ **BOARD OF REVIEW (Update)**

Assessment notices were mailed on February 24. The March sessions were scheduled as follows:

Monday, March 20, 2017, 9:00 a.m. – 12:00 p.m. & 6:00 p.m. – 9:00 p.m.

Tuesday, March 21, 2017, 9:00 a.m. – 12:00 p.m.

Wednesday, March 22, 2017, 9:00 a.m. – 12:00 p.m.

I do not have information on attendance at this time.

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

✓ **VIDEO SERVICE PROPOSAL (Update)**

Some people have shown an interest in recording or live streaming videos of community meetings. This is a function that can be done by any person with a cell phone and a good internet connection (which the city now provides). To cover our bases, I looked into what a fixed system would cost to install and host. I was shocked at how much it cost, though to be fair, this system includes some nice indexing features. I am sure that there are more costly and less costly options, but as an indicator of the general cost for basic services, this seems a bit out of reach for our budget.

I have included the proposal. Let me know if you have any thoughts on the matter. I suspect we can do with a less formal approach and will keep my eyes open.

✓ **FIVE YEAR PARK PLAN (Update)**

The five year park plan is due to expire at the beginning of 2018. This is a document that the state requires in order for the city to be eligible for grants and other assistance. This was crucial to the Recreation Passport Grant that was received for Elms Park. It will also be required for any Department of Natural Resources Trust Fund grants sought for potential trail improvements. The document has also been useful in guiding annual maintenance and improvements without engaging in a full planning process each year.

Since the last plan, there have been a number of unforeseen improvements and potential improvements that could also be reflected in the plan. These include the potential dog park, potential disc golf course, and potential recreational partnership with future owners of the raceway and vacant land by the Middle School.

I hate to spend resources on updating this document, but it is probably necessary to begin doing so this summer. The document changes could be minimal, reflecting our recent updates/investment and needs (trails among other needs). To see what the scope is, I will seek a proposal from Rowe and report back to the city council.

✓ **MOWING SERVICES (Update)**

We have sought bids for mowing services for the 2017 and 2018 seasons. Four companies submitted bids (see attached). Lawn Kings, the city's current lawn company, is the lowest bid by far. While we have had some issues with this service in the past, we do not currently find the company to be ineligible or an "irresponsible" bidder. Staff recommends we award the bid to Lawn Kings.

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

*Blight Control:* Staff will make a concerted effort to proceed with code enforcement and blight enforcement this spring.

*Small Cities:* Swartz Creek will host Small Cities on September 6<sup>th</sup>.

**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, March 27, 2017, 7:00 P.M.**

**Resolution No. 170327-4A      MINUTES – MARCH 13, 2017**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, March 13, 2017, to be circulated and placed on file.

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

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

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

**Resolution No. 170327-5A      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 March 27, 2017, to be circulated and placed on file.

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

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

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

**Resolution No. 170327-6A      CITY MANAGER'S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager's Report of March 27, 2017, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 170327-8C      REDEVELOPMENT READY COMMUNITIES**

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

**WHEREAS**, the City of Swartz Creek maintains a current master plan for land use, policy, and investment; and,

**WHEREAS**, the plan and its component and complimentary parts note the challenges and opportunities of the community; and,

**WHEREAS**, opportunities for redevelopment of existing parcels and buildings are the future for major investment and prosperity for the community; and,

**WHEREAS**, the city finds that governmental processes are as important as practical outcomes and thereby maintains a desire to create processes that are predictable, consistent, fair, efficient, and transparent; and,

**WHEREAS**, the Michigan Economic Development Corporation (MEDC) oversees the Redevelopment Ready Communities (RRC) program to assist in improving municipal developmental process and to highlight sites for redevelopment and prosperity; and,

**WHEREAS**, certain grant and assistance funds allocated by the State of Michigan and its partners may be limited to or otherwise influenced by the status of the City as a Redevelopment Ready Community; and,

**WHEREAS**, the City of Swartz Creek finds that the goals and assets of the RRC align with the community needs that are related to developmental processes, branding, and site marketing.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council endorses the RRC program and directs city staff and its consultants, if any, to engage in the RRC self-evaluation process and to further engage the MEDC staff to officially incorporate Swartz Creek City into the RRC program.

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

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

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

**Resolution No. 170327-8D**

**RESOLUTION APPROVING THE GUARANTEE OF THE METRO POLICE AUTHORITY OF GENESEE COUNTY DEFINED BENEFIT PLAN ADOPTION AGREEMENT AND HYBRID PLAN ADOPTION AGREEMENT.**

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

**WHEREAS**, the City of Swartz Creek (“City”) and Charter Township of Mundy (“Township”) transferred their respective police service, including employees, assets, enforcement authority, and related powers and responsibilities to the Metro Police Authority of Genesee County (“Authority”), effective at 12:00 a.m. on February 1, 2017; and

**WHEREAS**, the City and Township, at the time of transfer, had outstanding accrued pension liabilities for affected current retirees and active employees; and

**WHEREAS**, the Authority has combined the transferred workforce, as represented by the Police Officers Labor Council, into a single unit that offers the same pension plan for active employees and a hybrid retirement plan for future hires; and

**WHEREAS**, the retirement plan provider, the Municipal Employee Retirement System (“MERS”), will not enable the Authority to establish or maintain retirement plans as a dependent entity unless the component municipalities guarantee the existing retirement plan and the new hybrid plan; and

**WHEREAS**, the City acknowledges that it is solely responsible for accrued pension liabilities for affected retirees and employees of the city as of the transfer date; and

**WHEREAS**, the City acknowledges that, as a component member of the Authority, it is responsible for its proportionate share of current and future liabilities related to Authority retirements; and

**WHEREAS**, the City acknowledges that, as a component member of the Authority, the Township is also responsible for its proportionate share of current and future liabilities related to Authority retirements; and

**WHEREAS**, the Authority is expected to provide pensions, as outlined in the retirement agreements included in the City Council Packet of March 27, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council affirms that the recitals stated above are true and correct and are incorporated herein by reference.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the City Council affirms and acknowledges its commitment to guarantee the Authority pension agreements as outlined in Section IX of the agreements as recorded in the March 27, 2017 City Council Packet.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** the Mayor is hereby granted the authority by the City Council to execute all said agreements.

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

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

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

**Resolution No. 170327-8F                      MOWING SERVICES BID AWARD**

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

**WHEREAS**, the City of Swartz Creek sought sealed bids for the mowing of city-owned properties in 2013, for services to be provided through January 2016; and

**WHEREAS**, Lawn Kings was found to be the responsible low bidder and was thereby awarded the work on April 22, 2013, with a subsequent one year extension for the 2016 season on February 22, 2016; and

**WHEREAS**, the time frame for the existing contract and extension has expired and the city has sought competitive, sealed bids for services for the next two years, through January of 2019; and

**WHEREAS**, four bids were received, with pricing reflecting one mowing service for each property in the bid specification, and the lowest responsible bid was Lawn Kings, with a price of \$810.00 per mowing service.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby awards the low bid for mowing services to Lawn Kings, located at 5187 Seymour Road in Swartz Creek, and further, direct the City Manager to prepare and execute a contractor's agreement.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 03/13/2017**

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Treasurer Deanna Korth, Director of Public Services Tom Svrcek.

Others Present: Bob Plumb, Richard Abrams, Boots Abrams, Lania Rocha, Steve Shumaker, Jim Barclay.

**APPROVAL OF MINUTES**

**Resolution No. 170313-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Florence

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 27, 2017, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 170313-02**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as presented, printed for the Regular Council Meeting of March 13, 2017, to be circulated and placed on file.

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

## CITY MANAGER'S REPORT

**Resolution No. 170313-03**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council accept the City Manager's Report of March 13, 2017, including reports and communications, to be circulated and placed on file.

Discussion Ensued.

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

### **MEETING OPENED TO THE PUBLIC:**

None.

### **COUNCIL BUSINESS**

## CITY LEGAL SERVICE AGREEMENT AMENDMENT

**Resolution No. 170313-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Cramer

**WHEREAS**, the City Charter of Swartz Creek, Section 7.7 indicates that the city council shall be served by and retain the services of a municipal attorney; and

**WHEREAS**, Simen, Figura, & Parker, P.L.C., a Michigan professional liability corporation located at 5206 Gateway Centre, Suite 200, Flint, Michigan 48507, currently services as corporate counsel for the City; and

**WHEREAS**, SFP and the City recently approved a written Legal Services Agreement with an outdated hourly rate of compensation; and

**WHEREAS**, the parties now wish to affirm the current rate, as previously established.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approve the Legal Services Agreement as included in the March 13, 2017 City Council Packet and direct the Mayor to execute said document on behalf of the city.

Discussion Ensued.

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

**STREET SIGN PROCUREMENT**

**Resolution No. 170313-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a system of major and local streets, and

**WHEREAS**, the changes to applicable regulations require the replacement and/or updating of numerous street signs within the city, and

**WHEREAS**, the Swartz Creek Downtown Development Authority is investing in decorative stop/street signs/poles at major street intersections in downtown as a means to promote infrastructure investment and positive branding, and

**WHEREAS**, the city is also engaging in massive street investment, especially in Winchester Village, and

**WHEREAS**, matching signs for streets outside of the DDA district are available for purchase at reduced unit cost that was quoted and approved by the DDA Board.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council approves the purchase for decorative street signs for the following intersections:

1. Miller-Raubinger x1
2. Miller-Winston x1
3. Miller-Seymour x1
4. Miller-Tallmadge x1
5. Elms-Parkridge x1
6. Elms-Yarmy x1
7. Elms-Bristol x2
8. Seymour-Chesterfield x2
9. Seymour-Chelmsford x1
10. Seymour-Young x1
11. Seymour-Durwood x1
12. Seymour-Oakview x4
13. Seymour-Hill x1
14. Seymour-Norbury x1

**BE IT FURTHER RESOLVED**, that appropriations shall be made in accordance with the unit costs quoted to the DDA and included in the city council packet of March 13, 2017 and expensed to Fund 202 (Major Streets) or Fund 101 (General) as directed by the Treasurer.

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

## **2016-2017 MID-YEAR BUDGET ADJUSTMENTS**

### **Resolution No. 170313-06**

**(Carried)**

Motion by Councilmember Pinkston  
Second by Councilmember Cramer

**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 2016 – 2017 Revenue and Expenditure Report through February 2017, and finds that it is not in deficit; however, certain department activity line items may be in deficit; and

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

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

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

**THEREFORE BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes and directs the city treasurer to make all necessary mid-year budget adjustment amendments to all city funds in accordance with the supplemental documentation (pages 33 to 71) attached.

Discussion Ensued.

YES: Porath, Cramer, Florence, Gilbert, Hicks, Krueger, Pinkston.  
NO: Motion Declared Carried.

## **BRANDING DISCUSSION**

City Manager, Adam Zettel, spoke about branding and giving the City a theme or an identity and a discussion ensued.

## **MEETING OPENED TO THE PUBLIC**

Jim Barclay, resident at 8420 Cappy Lane, commented on the Winshall Park play equipment that was painted. It is available for showing at the Art Guild for the next few weeks.

**REMARKS BY COUNCILMEMBERS:**

Councilmember Porath is very excited about the fire board meeting a week from today and will be happy to report what happens at the next meeting.

Councilmember Cramer said he looks forward to working with the DDA in the near future on the concept of a brand for the city for the twenty first century. He also questioned what needs to be done with the multicolored home on Miller Road.

Councilmember Florence commented on the blight in our community, including the house on Miller Road.

Councilmember Hicks reminded everyone that the Women's Club is doing a chili dinner on March 24<sup>th</sup> as a fundraiser. Also, she went to coffee hour and many people were there from different organizations. She invited everyone to attend the next meeting, which is April 15<sup>th</sup>. Also, the Park Board is trying to get a fundraiser going during Hometown Days.

**ADJOURNMENT**

**Resolution No. 170313-07**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Porath

**I Move** the Swartz Creek City Council adjourn the regular meeting at 7:50 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Deanna Korth, Deputy City Clerk**

March 8, 2017



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

**Re: Important Information about Customer TV Boxes and Modem**

Dear Mr. Zettel:

As part of our continuing effort to keep you informed, we wanted to let you know about an upcoming change affecting certain Comcast TV boxes and modems. Beginning March 15, 2017, a limited number of customers in our market will be asked to upgrade their equipment to take advantage of our new technology enhancements. With this upgrade, customers will enjoy improved HD picture quality and be able to record and store more shows on their DVR.

We established a customer friendly process for our customers to upgrade their equipment. They simply need to tune to channel 1995 on each TV connected to their account and follow the simple instructions on the screen. We will send them everything they will need to get set up.

While we recognize this change may be an initial inconvenience to customers, this change will pave the way for more HD options and the fastest in-home WiFi.

We are informing our customers of this upcoming change through letters to their homes and email notifications. Sample notification letters are attached for your reference. We will continue to notify customers on an ongoing basis about this change, including any deadlines for action, and will keep you informed as well.

Please let me know if you have any questions.

Sincerely,

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911  
517-334-5686

Enclosures

## Equipment Update



### Update your TV box and modem — on us.

We've noticed you have older equipment, and we'd like to replace it — on us.

You'll need the latest technology to enjoy a better entertainment experience. Older devices like yours can't keep up with new features, and your TV box(es) will eventually lose channels.

That's why we'd like to update your equipment so you can keep watching your favorite channels and, for those of you with DVR, get up to 8x the storage. We'll also replace your older modem with a new Wireless Gateway. With it you'll get the latest security updates and fastest in-home WiFi.

It's easy to update your equipment. Here's how:

- 1> Tune to channel 1995 on each TV in your home.
- 2> Follow the simple instructions on the screen to order your replacement.
- 3> Set up and activate your new equipment.

Or you can order online. Visit [xfinity.com/tradeup](http://xfinity.com/tradeup), and we'll send you everything you need.

Questions? Call 1-800-XFINITY (934-6489) and mention "Equipment Update."

Thank you for choosing XFINITY. Ensuring that you get the most from your Internet and TV service is part of our commitment to improving your overall experience.

Sincerely,

Parvathy Hariharan  
Vice President, Customer Experience

**Update your equipment by 6/1/2017 to get the most from your TV and Internet service.**



V31.Flint.60

## Frequently Asked Questions

### 1) Do I really need to replace my equipment?

Yes. To provide you with better TV and Internet service, we have upgraded our network. As a result, some of your equipment needs to be replaced to keep up with today's new technology. For those of you with a DVR, saved recordings will not transfer and recordings for future programs will need to be reset on the new TV box.

### 2) I have more than one TV box — how do I know which one(s) needs to be replaced?

Simply tune to channel 1995 on each of your TVs and follow the on-screen instructions. It will let you know if your TV box is compatible with the upcoming changes or needs to be replaced.

### 3) How do I replace existing equipment?

- **Online:** Go to [xfinity.com/tradeup](http://xfinity.com/tradeup) and follow the link to get new TV box(es) and a Wireless Gateway shipped to your home.
- **Call us at 1-800-XFINITY (934-6489):** To place an order, ask questions or schedule a professional installation for an additional fee.

### 4) How do I return my existing equipment?

- **UPS:** Use the pre-paid UPS shipping label in your self-installation kit and drop off the package anywhere UPS shipments are accepted. Or bring your equipment to a UPS Store location and an associate will pack and ship your equipment back to us.
- **By appointment:** If your new equipment is professionally installed, your installer will take back your existing equipment.

Please note there is a charge for unreturned equipment.

## Equipment Update



### Update your TV box — on us.

We've noticed you have an older TV box and we'd like to give you a new one — on us.

You'll need the latest technology to enjoy today's enhanced HD. Older devices like yours can't keep up with new features and will eventually lose HD channels.

That's why we've made it easy to update equipment so you can enjoy enhanced HD and, for those of you with DVR, up to 8x the storage.

Call 1-800-XFINITY (934-6489) and mention "Equipment Update" to schedule a free professional installation.

Thank you for choosing XFINITY. Ensuring that you get the most from your TV service is part of our commitment to improving your overall experience.

Sincerely,

Parvathy Hariharan  
Vice President, Customer Experience

**Your TV box must be installed by 6/1  
to keep your favorite HD channels.**



V15.Flint.60

## MICHIGAN REDEVELOPMENT READY COMMUNITIES PROGRAM

The Redevelopment Ready Communities® (RRC) Program is a state-wide certification program that supports communities to become development ready and competitive in today's economy. It encourages communities to adopt innovative redevelopment strategies and efficient processes which build confidence among businesses and developers. Through the RRC program, local municipalities receive assistance in establishing a solid foundation for development to occur in their communities – making them more attractive for investments that create places where people want to live, work and play.

Once engaged in the program, communities commit to improving their redevelopment readiness by undergoing a rigorous assessment, and then work to achieve a set of criteria laid out in the RRC Best Practices. Each best practice addresses key elements of community and economic development, setting the standard for evaluation and the requirements to attain certification. The program measures and then certifies communities that actively tap the vision of local residents and business owners to shape a plan for their future while also having the fundamental practices in place to be able to achieve that vision. The six RRC best practices include:

- Community Plans and Public Outreach
- Zoning Regulations
- Development Review Process
- Recruitment and Education
- Redevelopment Ready Sites®
- Community Prosperity

Through the RRC best practices, communities build deliberate, fair and consistent development processes from the inside out. RRC provides the framework and benchmarks for communities to strategically and tactically ask “What can we do differently?” By shifting the way municipalities approach development, they're reinventing the way they do business – making them

more attractive for investments that create places where talent wants to live, work and visit.

The RRC program also has an advisory council consisting of public and private sector experts to assist in guiding the development of the best practices, provide feedback and recommendations on community assessments, and consider new opportunities to enhance the program. In addition to Michigan Economic Development Corporation (MEDC) assistance, communities receive comments from multiple perspectives from experts working in the field, tapping into a broader pool of talent.

RRC certification formally recognizes communities for being proactive and business friendly. Certified communities clearly signal they have effective development practices such as well-defined development procedures, a community-supported vision, an open and predictable review process and compelling sites for developers to locate their latest projects. Through the program, MEDC provides evaluation support, expertise and consultation, training opportunities, and assist certified communities market their top redevelopment sites. These packaged sites are primed for new investment because they are located within a community that has effective policies, efficient processes and broad community support.

For more information email [RRC@michigan.org](mailto:RRC@michigan.org) or contact the MEDC at 517.373.9808.

# SELF-EVALUATION FORMS



A tool for Michigan communities  
seeking RRC certification

# RRC SELF-EVALUATION FORMS

The Redevelopment Ready Communities\* (RRC) best practices self-evaluations are a tool for communities seeking RRC certification. Any community looking to formally engage in the program must completely fill out<sup>1</sup> all six of the self-evaluations to demonstrate that they are taking proactive steps to achieve certification. Communities who do not plan to pursue RRC certification can also use the self-evaluation documents as a guide to measure and improve local development processes.

This tool should be used to determine which of the [RRC best practices](#) are being met, and those that are not. It can act as a guide to identify action items, and as a work plan to assign tasks and deadlines to accomplish evaluation criteria. Though the self-evaluation guide does assist communities to measure themselves to the RRC best practices, a community can only receive RRC certification through a formal evaluation by RRC staff.

Ideally, the self-evaluation is completed with input from all parties involved in development. A successful approach often involves an internal team including the manager or supervisor and staff from the planning, building, zoning, and economic development departments.

The following are instructions for completing the self-evaluations;

- Collaborate with all necessary departments to ensure the self-evaluation process goes smoothly.
- Review each criteria and check the box designating completion.
- Add a description in the comment box explaining how the criteria is being met, or if it is not, how the community plans to meet it.
- For completed tasks, provide a link and/or documentation of the work in the comments section. Attaching documents to an email is also acceptable.
- Identify next steps, key stakeholders and timelines to complete missing criteria.

The self-evaluation guide is broken up for each of the six best practices. Please refer to the [RRC best practices](#) document and follow along for maximum efficiency. If during the self-evaluation process something is unclear or a question arises, contact your [CA Team specialist](#).

## Guide to Resources:

[Capital Improvements Plan Guide](#)

[Master Plan Update Guide](#)

[Guide to Development](#)

[Economic Development Strategy Guide](#)

[Marketing and Branding Strategy Guide](#)

[Public Participation Strategy Guide](#)

<sup>1</sup>Self-evaluations should be thoroughly completed and as detailed as possible. Completing a self-evaluation indicates that the community has filled out all sections in the self-evaluation. It does not mean that the community has to meet all of the criteria prior to formal engagement in the program.

# BEST PRACTICE ONE: Community plans and public outreach

<b>Community name:</b>			
<b>Name of person completing self-evaluation:</b>			
<b>MASTER PLAN</b>			
<b>1</b>	Date <a href="#">master plan</a> last updated:		
<b>2</b>	Master plan web link:		
<b>3</b>	Does the master plan include the following components?		
		Additional comments/info/links	
		<i>Example: The Bridge Street Corridor is listed as a priority subarea for further evaluation. Corridor specific plan RFP scheduled for spring 2017.</i>	
	Redevelopment strategy		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Zoning plan		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Complete streets		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Implementation table with priorities, responsible parties, time lines		Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>4</b>	Does the master plan include priority redevelopment sites?		
	If yes, briefly describe their location and redevelopment goals:		
	Location	Description	
	<i>Example: Former GM site at 123 Main Street</i>	<i>Example: We have taken the first steps of evaluating the GM site but need to follow up with a more detailed action plan.</i>	
	If no, what are your plans for identifying and planning priority redevelopment sites?		
<b>5</b>	Do you annually report on the master plan's progress to the governing body?		Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>6</b>	<b>In conclusion, what are key next steps to make sure your master plan meets the best practice criteria?</b>		
<b>7</b>	<b>Key stakeholders for master plan update:</b>		
<b>8</b>	<b>Timeframe for master plan update:</b>		

**BEST PRACTICE ONE: Community plans and public outreach**

<b>DOWNTOWN PLAN AND CORRIDOR PLAN (if applicable)</b>					
		Downtown plan		Corridor plan	
<b>9</b>	Is the plan included in the master plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>10</b>	What are the development area boundaries?				
<b>11</b>	Does it identify projects and include estimated project costs and a time line for completion?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>12</b>	Does it include mixed-use development elements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>13</b>	Does it include pedestrian oriented development elements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>14</b>	Does it address transit oriented development, if applicable?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>15</b>	How does it coordinate with the master plan and capital improvements plan?				
<b>16</b>	Downtown plan web link:				
<b>17</b>	Corridor plan web link:				
<b>18</b>	<b>In conclusion, what are key next steps to make sure your downtown and/or corridor plans meet the criteria?</b>				
<b>19</b>	<b>Key stakeholders for downtown plan update:</b>				
<b>20</b>	<b>Timeframe for downtown plan update:</b>				
<b>21</b>	<b>Key stakeholders for corridor plan update:</b>				
<b>22</b>	<b>Timeframe for corridor plan update:</b>				

<b>CAPITAL IMPROVEMENTS PLAN</b>					
<b>23</b>	Has the governing body adopted a <a href="#">capital improvements</a> plan detailing a minimum of six years of projects and improvements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>24</b>	Is the CIP reviewed annually? When?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>25</b>	CIP web link:				
<b>26</b>	How are projects coordinated to minimize construction costs and impacts?				

# BEST PRACTICE ONE: Community plans and public outreach

<b>27</b>	How does the capital improvements plan coordinate with the master plan and budget?
<b>28</b>	<b>In conclusion, what are key next steps to make sure your capital improvements plan meets the best practice criteria?</b>
<b>29</b>	<b>Key stakeholders for capital improvements plan:</b>
<b>30</b>	<b>Timeframe for capital improvements plan update:</b>

**PUBLIC PARTICIPATION**

<b>31</b>	Does the community have a <a href="#">public participation strategy</a> for engaging a diverse set of community stakeholders?	Yes	No																					
<b>32</b>	Does the strategy identify key stakeholders, including those not normally at the visioning table?	Yes	No																					
<b>33</b>	Does the strategy describe different public engagement methods and when to use each one?	Yes	No																					
<b>34</b>	Are third party consultants required to follow the public participation strategy?	Yes	No																					
	What basic and proactive community engagement methods has your community used?																							
<b>35</b>	<p><b>Basic methods</b></p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Open Meetings Act</td> <td><input type="checkbox"/> Local cable notification</td> <td><input type="checkbox"/> Flier posting on community hall door</td> </tr> <tr> <td><input type="checkbox"/> Newspaper posting</td> <td><input type="checkbox"/> Postcard mailings</td> <td><input type="checkbox"/> Announcements at governing body meetings</td> </tr> <tr> <td><input type="checkbox"/> Website posting</td> <td><input type="checkbox"/> Attachments to water bills</td> <td></td> </tr> </table> <p><b>Proactive methods</b></p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Individual mailings</td> <td><input type="checkbox"/> Focus groups</td> <td><input type="checkbox"/> One-on-one interviews</td> </tr> <tr> <td><input type="checkbox"/> Charrettes</td> <td><input type="checkbox"/> Social networking</td> <td><input type="checkbox"/> Crowdsourcing</td> </tr> <tr> <td><input type="checkbox"/> Community workshops</td> <td><input type="checkbox"/> Canvassing</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td></td> <td></td> </tr> </table>			<input type="checkbox"/> Open Meetings Act	<input type="checkbox"/> Local cable notification	<input type="checkbox"/> Flier posting on community hall door	<input type="checkbox"/> Newspaper posting	<input type="checkbox"/> Postcard mailings	<input type="checkbox"/> Announcements at governing body meetings	<input type="checkbox"/> Website posting	<input type="checkbox"/> Attachments to water bills		<input type="checkbox"/> Individual mailings	<input type="checkbox"/> Focus groups	<input type="checkbox"/> One-on-one interviews	<input type="checkbox"/> Charrettes	<input type="checkbox"/> Social networking	<input type="checkbox"/> Crowdsourcing	<input type="checkbox"/> Community workshops	<input type="checkbox"/> Canvassing		<input type="checkbox"/> Other		
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<input type="checkbox"/> Community workshops	<input type="checkbox"/> Canvassing																							
<input type="checkbox"/> Other																								
<b>36</b>	How does the community track the success of community engagement efforts?																							
<b>37</b>	How does the community share outcomes of public participation processes?																							
<b>38</b>	<b>In conclusion, what are key next steps to make sure your public participation process meets the best practice criteria?</b>																							
<b>39</b>	<b>Key stakeholders for public participation:</b>																							

**BEST PRACTICE ONE:** Community plans and public outreach

40	Timeframe to complete public participation plan:
41	Additional explanation/comments:

# RRC SELF-EVALUATION FORMS

## BEST PRACTICE TWO: Zoning regulations

<b>Community name:</b>			
<b>Name of person completing self-evaluation:</b>			
<b>1</b>	Date zoning ordinance last updated:		
<b>2</b>	Goal for next update:		
<b>3</b>	Zoning ordinance web link:		
<b>RELATIONSHIP TO MASTER PLAN</b>			
<b>4</b>	Does the adopted zoning ordinance align with the goals of the master plan?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5</b>	Has the community reviewed the master plan's zoning plan to determine if changes to the zoning map or ordinance text are necessary to implement master plan vision?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>6</b>	Has the community reviewed the zoning district intent statements to ensure they reflect master plan land-use recommendations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>MIXED-USE</b>			
		<b>Section reference</b>	
<b>7</b>	Does the zoning ordinance provide for areas of concentrated development and encourage the type and form of development desired?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>8</b>	Does the community allow mixed use in areas of concentrated development by right? What districts?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>9</b>	Does the ordinance include form-based code elements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>10</b>	Does the ordinance provide standards for flexible development and preservation of sensitive historic and environmental features? What tools are included?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>11</b>	Are special land use and conditional zoning approval procedures and requirements clearly defined?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>12</b>	Do commercial and industrial districts permit compatible uses that serve new economy-type businesses?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>13</b>	Which of the following placemaking elements are included in the zoning ordinance? <input type="checkbox"/> Build-to lines <input type="checkbox"/> Ground floor transparency requirements <input type="checkbox"/> Streetscape elements <input type="checkbox"/> Outdoor dining <input type="checkbox"/> Open store fronts		
<b>14</b>	Does the zoning ordinance allow for these forms of non-traditional housing types? Check all that apply. <input type="checkbox"/> Stacked flats <input type="checkbox"/> Attached single-family units <input type="checkbox"/> Accessory dwelling units <input type="checkbox"/> Live/work <input type="checkbox"/> Corporate temporary housing <input type="checkbox"/> Residential units above non-residential uses <input type="checkbox"/> Co-housing <input type="checkbox"/> Cluster housing <input type="checkbox"/> Micro units		

# RRC SELF-EVALUATION FORMS

## BEST PRACTICE TWO: Zoning regulations

TRANSPORTATION					
		Section reference			
<b>15</b>	Does the zoning ordinance include standards to improve non-motorized transportation?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>16</b>	Does the ordinance includes requirements that encourage pedestrian activity in and around development?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<b>17</b>	Does the ordinance address any of these walkable and transit oriented development standards? <input type="checkbox"/> Bicycle parking <input type="checkbox"/> Traffic calming <input type="checkbox"/> Pedestrian lighting <input type="checkbox"/> Public realm standards				
<b>18</b>	Does the zoning ordinance include any of these flexible parking standards? <input type="checkbox"/> Reduction or elimination of required parking when on street and public parking is available <input type="checkbox"/> Connections between parking lots <input type="checkbox"/> Shared parking agreements <input type="checkbox"/> Parking maximums <input type="checkbox"/> Parking waivers <input type="checkbox"/> Electric vehicle charging stations <input type="checkbox"/> Bicycle parking <input type="checkbox"/> Payment in lieu of parking <input type="checkbox"/> Reduction of required parking for complementary mixed-uses				
GREEN INFRASTRUCTURE					
<b>19</b>	Does the ordinance include any of these green infrastructure standards? <input type="checkbox"/> Rain gardens, bioswales and other low-impact development techniques <input type="checkbox"/> Green roofs <input type="checkbox"/> Pervious pavement <input type="checkbox"/> Native, non-invasive landscaping <input type="checkbox"/> Preservation of existing trees				
		Section reference			
<b>20</b>	Does the ordinance addresses street trees and parking lot landscaping to mitigate the impacts of heat island effects?		Yes <input type="checkbox"/>	No <input type="checkbox"/>	
USER-FRIENDLY					
<b>21</b>	Is the zoning ordinance user friendly, portraying clear definitions and requirements?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>22</b>	Is the zoning ordinance available in electronic format at no cost and accessible online?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>23</b>	Is the zoning ordinance available in hard copies at convenient locations?			Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>24</b>	<b>In conclusion, what are key next steps to make sure your zoning ordinance meets the best practice criteria?</b>				
<b>25</b>	<b>Key stakeholders for zoning ordinance update:</b>				
<b>26</b>	<b>Timeframe for zoning ordinance update:</b>				
<b>27</b>	<b>Additional explanation/comments:</b>				

**BEST PRACTICE THREE:** Development review process

<b>Community name:</b>			
<b>Name of person completing self-evaluation:</b>			
<b>3.1 DEVELOPMENT REVIEW PROCESS</b>			
<b>1</b>	What sections of the zoning ordinance articulate the site plan review process?		
<b>2</b>	What sections of the zoning ordinance outline responsibilities of the governing body, staff, zoning board of appeals, planning commission, and other reviewing bodies?		
<b>3</b>	How are internal development review roles, responsibilities and timelines documented?		
<b>4</b>	What departments/representatives engage in joint site plan reviews? <input type="checkbox"/> Planning department <input type="checkbox"/> Building department <input type="checkbox"/> Police <input type="checkbox"/> County <input type="checkbox"/> Community manager or supervisor <input type="checkbox"/> Economic development <input type="checkbox"/> Department of Public Works <input type="checkbox"/> Fire <input type="checkbox"/> Transportation <input type="checkbox"/> Assessor <input type="checkbox"/> Historic District Commission		
<b>5</b>	Does the community define and offer conceptual site plan review meetings for applicants? Where is this outlined?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>6</b>	Does the community have clearly defined expectations posted online, and an internal requirements checklist to be reviewed at conceptual meetings?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>7</b>	Does the community encourage a developer to seek input from neighboring residents and businesses at the onset of the application process?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>8</b>	How does the community assist the developer in soliciting input on a proposal before site plan approval?		
<b>9</b>	Site plans for permitted uses are approved: <input type="checkbox"/> administratively or by the <input type="checkbox"/> planning commission? Please explain:		
<b>10</b>	How does community development staff coordinate with permitting and inspections staff to ensure a smooth and timely development process?		
<b>11</b>	What kind of tracking mechanism does the community use for development projects during the site plan review process and permitting/inspections process?		
<b>12</b>	Does the community annually review the successes and challenges with the site plan review process and approval procedures?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>13</b>	Does the community obtain customer feedback on the site plan approval and permitting and inspections process and integrates changes where applicable?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**BEST PRACTICE THREE: Development review process**

14	Does the joint site plan review team, including permitting and inspections meet to capture lessons learned and amend the process if necessary?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																
15	Who has your community identified and trained as the project point person and performs intake responsibilities? <i>Responsibilities include: receiving and processing applications and site plans; maintaining contact with the applicant; facilitating meetings; processing applications after approval; and coordinating projects with permitting and inspections staff</i>																		
16	How does staff demonstrate excellent customer service?																		
<b>3.2 GUIDE TO DEVELOPMENT</b>																			
17	How are development review standards clearly articulated? <i>Provide section reference.</i>																		
18	Does the community follow its documented development review procedures and timelines? How?																		
19	Does the community have flowcharts of the development process that include timelines?																		
20	Does the community maintain an online guide to development that explains policies, procedures, and steps to obtain approvals?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																
21	Does the online guide to development include the following: <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Relevant contact information</td> <td><input type="checkbox"/> Rezoning request process and application</td> </tr> <tr> <td><input type="checkbox"/> Relevant meeting schedules</td> <td><input type="checkbox"/> Variance request process and application</td> </tr> <tr> <td><input type="checkbox"/> Easy-to-follow step-by-step flowcharts of development processes, including timelines</td> <td><input type="checkbox"/> Special land use request process and application</td> </tr> <tr> <td><input type="checkbox"/> Conceptual meeting procedures</td> <td><input type="checkbox"/> Fee schedule</td> </tr> <tr> <td><input type="checkbox"/> Relevant ordinances to review prior to site plan submission</td> <td><input type="checkbox"/> Special meeting procedures</td> </tr> <tr> <td><input type="checkbox"/> Site plan review requirements and application</td> <td><input type="checkbox"/> Financial assistance tools</td> </tr> <tr> <td><input type="checkbox"/> Clear explanation for site plans that can be approved administratively</td> <td><input type="checkbox"/> Design guidelines and related processes</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Building permit requirements and applications</td> </tr> </table>			<input type="checkbox"/> Relevant contact information	<input type="checkbox"/> Rezoning request process and application	<input type="checkbox"/> Relevant meeting schedules	<input type="checkbox"/> Variance request process and application	<input type="checkbox"/> Easy-to-follow step-by-step flowcharts of development processes, including timelines	<input type="checkbox"/> Special land use request process and application	<input type="checkbox"/> Conceptual meeting procedures	<input type="checkbox"/> Fee schedule	<input type="checkbox"/> Relevant ordinances to review prior to site plan submission	<input type="checkbox"/> Special meeting procedures	<input type="checkbox"/> Site plan review requirements and application	<input type="checkbox"/> Financial assistance tools	<input type="checkbox"/> Clear explanation for site plans that can be approved administratively	<input type="checkbox"/> Design guidelines and related processes		<input type="checkbox"/> Building permit requirements and applications
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<input type="checkbox"/> Site plan review requirements and application	<input type="checkbox"/> Financial assistance tools																		
<input type="checkbox"/> Clear explanation for site plans that can be approved administratively	<input type="checkbox"/> Design guidelines and related processes																		
	<input type="checkbox"/> Building permit requirements and applications																		
<b>Fee schedule</b>																			
22	Does the community annually review the fee schedule?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																
23	Is the fee schedule updated to cover the community's true cost to provide services?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																
24	Does the community accept credit card payment for fees?	Yes <input type="checkbox"/>	No <input type="checkbox"/>																
25	<b>In conclusion, what are key next steps to make sure your development review process meets the best practice criteria?</b>																		

**BEST PRACTICE THREE:** Development review process

<b>26</b>	Key players for development review process updates:
<b>27</b>	Timeframe for updates to development review process:
<b>28</b>	Additional explanation/comments:



# RRC SELF-EVALUATION FORMS

## BEST PRACTICE FOUR: Recruitment and education

<b>Community name:</b>			
<b>Name of person completing self-evaluation:</b>			
<b>NEW APPOINTED/ELECTED OFFICIALS</b>			
<b>1</b>	Does the community outline expectations and desired skill sets for open board and commission seats?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>2</b>	Are the applications for board and commission positions accessible online? Provide link:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>3</b>	Does the community provide orientation packets to all appointed and elected members of development related boards and commissions?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>4</b>	What information is included in the orientation packets?		
<b>TRAINING</b>			
<b>5</b>	Does the community have an annual training budget allocated for elected and appointed officials and staff?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>6</b>	How does the community track attendance of the governing body, boards, commissions and staff?		
<b>7</b>	How does the community identify training needs and trainings that assist in accomplishing stated goals and objectives?		
<b>8</b>	How does the community encourage elected and appointed officials and staff to attend trainings?		
<b>COLLABORATION</b>			
<b>9</b>	How does the community share information between elected and appointed officials and staff?		
<b>10</b>	Does the community conduct collaborative work sessions and joint trainings on development topics?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>11</b>	How is information shared with those not in attendance?		
<b>12</b>	Does the planning commission prepare an annual report for the governing body?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>13</b>	<b>In conclusion, what are key next steps to make sure your recruitment and education process meets the best practice criteria?</b>		
<b>14</b>	<b>Key stakeholders for recruitment/education:</b>		
<b>15</b>	<b>Timeframe for updates to recruitment/education policies and information:</b>		
<b>16</b>	<b>Additional explanation/comments:</b>		

# RRC SELF-EVALUATION FORMS

## BEST PRACTICE FIVE: Redevelopment Ready Sites®

<b>Community name:</b>			
<b>Name of person completing evaluation:</b>			
<b>REDEVELOPMENT READY SITES®</b>			
<b>1</b>	Does the community maintain an updated list of priority sites to be redeveloped?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>2</b>	Does the community gather basic information for prioritized redevelopment sites, as found in the best practices?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>3</b>	Has the community developed a vision for the priority redevelopment sites that include outcomes and specific development criteria?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>4</b>	Has the community identified champions for the redevelopment site?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5</b>	Has the community deemed their priority redevelopment sites controversial? If so, how has the community required or provided additional public engagement?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>6</b>	Has the community identified negotiable development tools, resources and financial incentives for prioritized redevelopment sites?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>7</b>	Has the community assembled a "Property Information Package" for at least one of the priority sites that includes or identifies the criteria listed in the Best Practices?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>8</b>	How is the property information package(s) actively marketed?		
<b>9</b>	Is the property information package(s) accessible online?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>10</b>	<b>In conclusion, what are key next steps to make sure your Redevelopment Ready Sites® meet the best practice criteria?</b>		
<b>11</b>	<b>Key stakeholders for RRsites:</b>		
<b>12</b>	<b>Timeframe to complete a property information package for at least one RRSite:</b>		
<b>13</b>	<b>Additional explanation/comments:</b>		

# RRC SELF-EVALUATION FORMS

## BEST PRACTICE SIX: Community prosperity

<b>Community name:</b>			
<b>Name of person completing evaluation:</b>			
<b>ECONOMIC DEVELOPMENT STRATEGY</b>			
<b>1</b>	Does the community have an approved economic development strategy? If yes, is it: <input type="checkbox"/> A stand-alone document <input type="checkbox"/> Part of the master plan <input type="checkbox"/> Part of the annual budget	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>2</b>	How does the economic development strategy coordinate with the master plan and capital improvements plan?		
<b>3</b>	What economic opportunities and challenges are identified?		
<b>4</b>	Does the economic development strategy incorporate recommendations for implementation, including goals, actions, timelines and responsible parties?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>5</b>	How does the economic development strategy coordinate with a regional economic development strategy?		
<b>6</b>	Is the economic development strategy accessible online? If yes, provide link:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>7</b>	Does the community annually report progress made on the economic development strategy to the governing body?		
<b>8</b>	In conclusion, what are key next steps to make sure your economic development strategy meets the Best Practice criteria?		
<b>9</b>	Key stakeholders for economic development:		
<b>10</b>	Timeframe for economic development:		
<b>11</b>	Additional explanation/comments:		
<b>MARKETING AND PROMOTION</b>			
<b>12</b>	Has the community developed a marketing strategy? If yes, please provide link:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<b>13</b>	What marketing opportunities and specific strategies to attract businesses, consumers, and real estate development to the community have been identified?		
<b>14</b>	How does the marketing strategy create or strengthen an image for the community?		
<b>15</b>	What approaches have been identified to market priority development sites?		

## RRC SELF-EVALUATION FORMS

# BEST PRACTICE SIX: Community prosperity

<b>16</b>	How does the community coordinate marketing efforts with local, regional, and state partners?														
<b>17</b>	Is the community's municipal website updated regularly and easy to navigate?	Yes <input type="checkbox"/>	No <input type="checkbox"/>												
<b>18</b>	<p>Does the community's website contain or link to the following planning, zoning and development information?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><input type="checkbox"/> Master plan and amendments</td> <td style="width: 33%;"><input type="checkbox"/> Zoning ordinance</td> <td style="width: 33%;"><input type="checkbox"/> Board and commission applications</td> </tr> <tr> <td><input type="checkbox"/> Downtown plan</td> <td><input type="checkbox"/> Guide to development</td> <td><input type="checkbox"/> Property information packages</td> </tr> <tr> <td><input type="checkbox"/> Corridor plan</td> <td><input type="checkbox"/> Online payment option</td> <td><input type="checkbox"/> Economic development strategy</td> </tr> <tr> <td><input type="checkbox"/> Capital improvements plan</td> <td><input type="checkbox"/> Partner organizations</td> <td></td> </tr> </table>			<input type="checkbox"/> Master plan and amendments	<input type="checkbox"/> Zoning ordinance	<input type="checkbox"/> Board and commission applications	<input type="checkbox"/> Downtown plan	<input type="checkbox"/> Guide to development	<input type="checkbox"/> Property information packages	<input type="checkbox"/> Corridor plan	<input type="checkbox"/> Online payment option	<input type="checkbox"/> Economic development strategy	<input type="checkbox"/> Capital improvements plan	<input type="checkbox"/> Partner organizations	
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<input type="checkbox"/> Corridor plan	<input type="checkbox"/> Online payment option	<input type="checkbox"/> Economic development strategy													
<input type="checkbox"/> Capital improvements plan	<input type="checkbox"/> Partner organizations														
<b>19</b>	<b>In conclusion, what are key next steps to make sure your marketing and promotional strategy meet the best practice criteria?</b>														
<b>20</b>	<b>Key stakeholders for marketing/promotion:</b>														
<b>21</b>	<b>Timeframe for marketing/promotion:</b>														
<b>22</b>	<b>Additional explanation/comments:</b>														

# RRC SELF-EVALUATION FORMS

I certify that the RRC self- evaluations have been completed accurately.

*Signature*

Now that you have completed all six of the RRC self-evaluations, here are the next steps to become formally engaged in the program:

- Representative from your community attends all six of the RRC best practice training series sessions.
- Email this completed form to your CATeam specialist.
- Governing body adopts a resolution of intent to participate in the RRC program.



Swagit Productions, LLC  
12801 N. Central Expressway  
Suite 900  
Dallas, TX 75243

3/16/2017

City of Swartz Creek, MI  
ATTN: Adam Zettel  
8083 Civic Drive  
Swartz Creek, MI 48473

Dear Mr. Zettel,

**Swagit Productions, LLC**, would first like to thank you for your time and the opportunity to earn the City of Swartz Creek's business. In an overpriced, complicated and hands-on video industry, Swagit has created an affordable, simple and **hands-free** solution that offers the most current advancements in video streaming technology.

Swagit's primary goal is to bring governments an easy solution and provide improved transparency to your constituents without the additional workload. A company that first specialized in turnaround streams for television stations and newspapers, Swagit has grown significantly to a diverse client list that consists of a variety of government entities including: cities, counties, states, school districts, newspapers, television stations, etc.

Below is a list of just some of the unique advantages of our EASE™ solution.

- Completely **hands-free** recording, uploading and archiving
- Indexing and time-stamping
- 24/7 Support and Customer Service
- An open API, which allows for seamless integration with any agenda management software
- No training needed
- Unlimited storage
- 98.99% uptime
- Latest software upgrades, no upgrade fees

Sincerely,

Natascha Ross  
Swagit Productions, LLC  
(P) 214.432.5905 xt. 204  
nross@swagit.com

## EXECUTIVE SUMMARY / COMPANY HISTORY

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**Swagit Productions, LLC** is a privately held company headquartered in Dallas, Texas. Founded in 2003, Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Cosmos™ solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states and school districts. Furthermore, Swagit is a complete video production entity: including services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. What began as a company that specialized in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all Agenda/Document Management Solutions. This lets our clients choose the 'best of breed' Agenda Management Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computer, smart phone or tablet. Archived meetings are indexed and broken up into clips per each agenda item for a greater end-user experience.

Cosmos™ is Swagit's broadcast solution comprised of two to four cameras and pro-video switching equipment that allows either Swagit engineers to control the cameras remotely or on-site camera control by government staff. It is the Cosmos™ solution combined with EASE™ that allows for clients to be able to outsource all of the production and video streaming/indexing to Swagit Productions, LLC for a completely end-to-end, **hands-free** solution.

The Swagit network stretches across North America guaranteeing that you and your constituents are always connected. Our network insures fast connect times from the closest point-of-presence (POP) to an end-user's location. In addition, Swagit's network is fully redundant giving clients the peace of mind of redundancy and keeping with the Swagit motto of "Always Connected."

## POINTS OF DIFFERENCE

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- Swagit's EASE™ solution is a completely **hands-free** and requires no staff time or resources
- Sound Search allows residents to search for the spoken word in a meeting which is sync to video
- Swagit's open API allows integrations with any agenda management solution
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole sourced purchase, allowing for quick deployments

# **EASE™ – Extensible Automated Streaming Engine**

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The Extensible Automated Streaming Engine (EASE™) is a software framework comprised of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for the city’s clerks or webmasters.

- **Video Capture and Encoding**

EASE™ Encoder records content according to your broadcast schedule and transfer the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

- **Standard Definition or High Definition Available**

Swagit utilizes higher resolutions for Standard Definition encoding ensuring better video quality for our clients. Swagit also offers High Definition for the best resolution possible and has been offering this since 2013.

- **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit’s Managed Service Division (SMSD) index’s the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

- **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

**Swagit’s EASE™ solution integrates with all Document/Agenda Management solutions.**

- **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN).

- **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

- **Delivery**

In order to deliver on-demand content to end users in a format that is native to their computer’s operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime and Real. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal.

# EASE™ – Extensible Automated Streaming Engine

Swagit also streams in HTML5 providing content to mobile devices such as the iPhone, iPad and other mobile devices.



- **Monitoring**

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ Encoders deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

- **Statistics**

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

- **Support**

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble free operation of our EASE™ Encoders, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.

## PRICING – EASE™ Up-Front Costs

Swagit's EASE™ encoders offer broadcasters and other administrators the ability to stream live events to cable television providers (i.e. AT&T U-verse®), over the Internet through a high speed connection, or to mobile devices such as iPhones, iPads or Androids. Furthermore, the unit can record and archive all media for on-demand viewing as well.

<i>Item Description</i>	<i>Type</i>	<i>Costs (Up-Front)</i>
EASE™ "H" Streaming Encoder	1U Server	
High definition and/or standard definition encoding unit includes software Installation, system burn-In, rack rails included.		
Software Licenses (Flash Media, HTML5, Microsoft OS)		
Video Capture Card with Simulstream		
Branded Video Library Design, Branded Player Design		
EASE™ HD-SDI Remote Video Indexing Kit (Includes Scheduler)	Software	
<b>Total Encoder Cost</b>		
EASE™ "H" Streaming Encoder - Hardware/Software/Provisioning + Capture Card *		<b>\$7,990.00</b>

\* Price and hardware model are subject to change after 60 days without prior notice.

## PRICING – EASE™ Monthly Managed Services

Swagit's Extensible Automated Streaming Engine (EASE™) solution meets all current and future needs for government **without** creating any additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to spend time on indexing, editing or time-stamping video content. Each EASE™ package includes *On-demand* archiving, a 24/7 LIVE Stream via Internet and PEG, streaming to Apple devices (ex: iPad & iPhone) and up to 120 hours of additional specialty content each year. Client also has the ability to upload media via FTP as an option if live streaming is not applicable.

Service Description		Costs (Monthly)
Package 1	(EASE™) Up to <b>35</b> indexed meetings a year	\$ 875.00
Package 2	(EASE™) Up to <b>35</b> indexed meetings a year with Swagit remotely controlling cameras	\$ 1,025.00

(OPTIONAL) Services/Upgrades – Individual Pricing	Costs
Additional Edited and On-Demand indexed meetings (Per additional meeting)	\$ 150.00/meeting
Remote Switching (Approved Broadcast Systems Only)	\$ 150.00/event
AT&T U-verse Setup and Activation Fee	\$ 780.00
Programming, Development or Design Implementation	\$ 150.00/hour
Closed Captioning Services (If not bundled)	Call for Quote
Onsite Encoder Installation (To include travel costs)	Call for Quote
Migrating Prior Meetings from Current Vendor*	\$480/per year

**We offer a Price Match Guarantee for all "apples-to-apples" services.**

**\*Most recent 12 months of meetings migrated at no cost**

## COSMOS™ – HD Broadcast System

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Built upon years of industry experience, Cosmos™ is a complete package of cameras and pro video-switching equipment that enables any client to fully outsource the production and operation of a multiple camera broadcast system to Swagit.

During the meetings or events, Swagit personnel will operate the Cosmos™ system remotely from their facility in Dallas, Texas. The Cosmos™ system enables Swagit to control and switch from camera to camera depending on events taking place. When bundled with Swagit EASE™, Cosmos™ can offer a full end-to-end “hands-free” solution that requires no client staff involvement for the operation, broadcast and streaming of an event or meeting content.



Cosmos™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Cosmos™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Cosmos™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Cosmos™ includes 2-4+ robotic (computer-controllable pan/tilt/zoom) cameras and you can choose from two main types: either single-chip (Sony EVI-D90) or 3-chip (Sony BRC-300) depending on your needs and budget. These popular Sony robotic cameras have excellent video quality and performance. The EVI-D90 and BRC-300 has the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the EVI-D90 cameras can be mounted either 'up' or 'hanging upside down' for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

# COSMOS™ – Diagram



# COSMOS™ – Case Studies

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## **Cosmos™ Case Study 1: Addison, Texas**

Addison's unique solution for a challenging problem was Cosmos™. Addison faced three key problems; 1) the town did not have the staff resources to operate broadcasting and streaming equipment, 2) the town doesn't have a PEG or any other broadcasting station, and 3) the town wanted a complete hands-free end-to-end solution for displaying town meetings online.

Swagit's solution for the town provides complete hands-free remote operation of a multiple camera broadcast system, including a video switcher and audio mixer. In addition to the remote broadcast system (Cosmos™) and with the inclusion of Swagit's Extensible Automated Streaming Engine (EASE™), Swagit is able to control, broadcast and stream town meetings without the need for any Addison staff. It is all done from Swagit's headquarters in Dallas, Texas.

Addison citizens expect the best and latest technology on their town's website. Adding the on-demand feature will improve citizens' accessibility to videos of town council and planning commission meetings and improve access to agenda information for these public meetings.

## **Cosmos™ Case Study 2: Richardson, Texas**

The City of Richardson began live broadcasting of City Council meetings and work sessions as part of a wide-ranging transparency in government initiative that is included in the City Council's 2009-2011 Statement of Goals. The live broadcast is available to Time Warner Cable subscribers on channel 16 and streamed on the City's Web site, [www.cor.net](http://www.cor.net).

The City contracted with Swagit Productions, LLC as the video streaming service provider according to Richardson's Chief Information Officer Steve Graves. "We have installed two wall-mounted cameras in the City Council Chamber and the work session room," Graves said. "During the meetings, Swagit personnel will operate them remotely from their facility and can zoom in and switch from camera to camera depending on who is speaking. The broadcast signal goes through a switch that sends it to Swagit and also to our cable television channel."

Graves explained that the live Web cast is routed through a City computer server and is recorded as it is being sent to Swagit. "If for some reason the live Internet connection is lost, we have a saved copy that can be posted on our site," he said.

**Testimonial from City of Richardson, TX:** (<http://richardson.tx.swagit.com/play/09222009-48/0/>)

As a work session or Council meeting is streaming live on the Web, Swagit employees tag each agenda item. At the conclusion of the meeting, they create an index on the City's Web site and visitors can choose to view individual agenda items rather than watch the entire video. Council and work session meetings will be archived on the site for up to two years. The City's cable channel 16 will replay taped broadcasts.

## PRICING –HD Cosmos™ Up-Front Costs

QTY	Item Description	Costs
3	CCD HD PTZ Cameras (full 1080/20 HD resolution with a 1 /2.8-type Exmor CMOS sensor	
3	Wall Camera Mounts	
4	Visca DS-Cables	
1	Cam Control PCU	
1	NTSC HD-SDI Video Switcher with Monitor and Audio	
1	VP-445 HD-SDI DA	
1	Mini Converter Audio to SDI	
1	Cosmos™ HD-SDI Software	
1	Mini Converter SDI Distribution	
1	APC UPS Remote Power Switch and Management including APC Battery Backup	
1	SDI cabling with crimped connectors (500 feet)	
1	19" widescreen Black LCD, Cables, Connectors, Converters and Hardware necessary for installation, Labor required for install	
<b>Total Costs for Camera System <u>and</u> Installation **:</b>		<b>\$ 44,890.00</b>
<b>Optional CG (lower third graphics)</b>		<b>\$6,500.00</b>

## PRICING –HD Cosmos™ Up-Front Costs

QTY	Item Description	Costs
1	CCD HD PTZ Cameras (full 1080/20 HD resolution with a 1 /2.8-type Exmor CMOS sensor	
1	Wall Camera Mounts	
<b>Total Costs for 1 Camera Setup <u>and</u> Installation **:</b>		<b>\$ 6,900.00</b>

\* Different camera types are available with different horizontal resolution – D80, D100 and BRC-300

\*\* There may be additional installation costs incurred based on the building/fire code for the jurisdiction, any unknown cabling requirements or impediments to the installation such as fire walls, lack of a drop ceiling, conduit requirements, etc., along with other accessibility issues. For final installation costs we would need to engage in further discussions, receive a detailed site plan of rooms involved along with pictures or possibly conduct a physical site visit.

**Cameras controlled remotely by Swagit's staff.**

## LIMITED SITE LICENSE AGREEMENT

This Limited Site License Agreement (“Agreement”) is entered into by the **City of Swartz Creek** (hereinafter referred to as “City”), **ExxonMobil Oil Corporation** (hereinafter “ExxonMobil”) and **Groundwater & Environmental Services, Inc.**, (hereinafter referred to as “Consultant”), for the purpose of granting a limited license to enter upon certain described property upon the following terms and conditions specified herein.

With respect to a parcel of real estate, located at 5012 Holland Drive, in the City of Swartz Creek, State of Michigan (the “Property”), ExxonMobil and the Consultant hereby request, and the City, as the title owner of the Property, hereby grants to ExxonMobil and Consultant, subject to the terms and conditions herein set forth, a LIMITED LICENSE to enter upon the Property for the purposes set forth below as part of the performance of corrective action to address a release of petroleum products on the Property (“Work”).

1. Within sixty (60) days after the effective date of this Agreement, ExxonMobil agrees to pay the City **One Hundred Fifteen Thousand Dollars (\$115,000)** (“Payment”) as consideration for access to the Property, as consideration for the restrictive covenant, highway authority agreement (HAA), and groundwater ordinance, as consideration for legal fees and other expenses incurred by the City, and to compensate the City for restoration of the surface of the Property and any damage to the adjacent roads caused by the Work. Payment shall be addressed to the City of Swartz Creek with a Federal Tax ID of \_\_\_\_\_ and mailed to \_\_\_\_\_.

2. This grant of a limited license is subject to, and shall be effective only upon compliance by ExxonMobil and the Consultant with the provisions of this Agreement in the manner described below.

3. **Scope of Work.** The Work that is the subject of this Agreement is described as follows:

ExxonMobil will:

- Excavate soil on the Property as set forth in the Excavation Plan attached herein as **Exhibit A** (disregarding the Timeline dates) and previously approved by the City (the “Excavation”), dispose of soil off-site in accordance with applicable law, and backfill the excavated area per Paragraph 17 of this Agreement. ExxonMobil will consider the following mitigation steps during the Excavation with regards to contaminated soil;
  - Placing contaminated soil on top of poly sheeting followed by covering and securing the stockpile
  - Placing stockpiles away from drainage systems
  - Covering stockpile with water-repellant material if weather conditions indicate the chance of precipitation

- After completion of the Excavation, periodically gauge, monitor, survey or sample the groundwater monitoring wells; on the Property as required by the Michigan Department of Environmental Quality;
  - Dispose of all investigation-derived waste off-site in accordance with applicable law;
  - Conduct any and all other activities required by the Michigan Department of Environmental Quality and applicable law; and
  - After the completion of the Work as determined by governmental authorities, plug and abandon well(s) in compliance with all applicable laws and remove any equipment brought onto the Property in connection with the Work.
4. ExxonMobil and/or the Consultant agree to notify the City at least three (3) days before entering upon the Property under this Agreement. Performance of the Excavation shall occur on mutually agreed upon dates and times.
5. ExxonMobil and/or the Consultant are permitted to keep the equipment identified in **Exhibit B** on the Property during the Excavation phase of the Work only.
6. ExxonMobil and/or Consultant agree to deliver to the City a copy of all data generated in connection with the Excavation within five (5) business days after receipt thereof by ExxonMobil or the Consultant from an analytical testing laboratory. ExxonMobil and/or Consultant also agree to deliver to the City a copy of all reports within five (5) business days after such report shall be prepared in any final written form by the Consultant.
7. Once this Agreement is properly executed by the parties, it shall continue in force until the Work is completed, as determined by the Michigan Department of Environmental Quality, unless terminated earlier by mutual written agreement of the parties.
8. ExxonMobil and the Consultant covenant and agree to indemnify, save free and hold harmless the City, its employees, contractors, representatives and assignees, from any and all liability, costs or expenses of whatever nature, incurred by the City with respect to any assertion made against it of liability arising out of an activity under, or the utilization of this Agreement by ExxonMobil, the Consultant, their employees, agents, contractors, sub-contractors or representatives. The indemnification obligations set forth in this paragraph, however, do not apply to costs relating to repaving the Property or repairing the adjacent roads, which costs already have been included in the Payment.
9. On behalf of itself, its agents, representatives, and insurers, the City fully and finally and forever releases, acquits and discharges ExxonMobil and its related entities, both parent company and affiliates, predecessors, successors, assigns, officers, directors, stockholders, shareholders, attorneys, representatives, agents and employees, past, present and future, and all other persons and entities for whose acts or omissions ExxonMobil could be held legally responsible (“Released Parties”), from any and all claims, suits, damages and causes of action of whatever nature and kind, including without limitation, all claims for personal injury, emotional distress, property damages, trespass, nuisance, negligence, response or investigation costs, and/or economic loss, including lost interest, lost opportunities, diminution in real property value, stigma damages, any claims for attorneys’ or consultants’ fees and any other claims, demands, damages,

losses or causes of action of whatever kind or nature which claimant ever had, now has or may have on account of or arising from the alleged petroleum hydrocarbon contamination of the Property, including but not limited to environmental, property damage and personal injury, whether at law or in equity, whether under state or federal law or regulation, whether known or unknown, whether suspected or unsuspected without any limitation or restriction whatsoever, except actions or claims to enforce the terms of this Agreement.

10. Within sixty (60) days after the execution of this Agreement, the City agrees that it will execute a Restrictive Covenant in a form materially similar to that attached as **Exhibit C** and execute a Highway Authority Agreement (“**HAA**”) that satisfies the criteria established by the Michigan Department of Environmental Quality (“**MDEQ**”) as listed in **Exhibit D**. The parties understand that MDEQ is developing a template HAA and, ultimately, the MDEQ must approve the HAA that is offered to the City to execute.

11. Within sixty (60) days after completion of the Excavation, the City agrees that it will pass an ordinance in a form materially similar to **Exhibit E** prohibiting the installation of water wells (except for monitoring wells) and use of affected groundwater around the Property. Before the ordinance goes before the City for consideration, ExxonMobil will send a water well questionnaire and notice of public hearing to discuss the ordinance in forms materially similar to **Exhibit F** to the property owners included in the ordinance.

12. Nothing in this Agreement is intended to waive any compliance with any federal, state or local law, statute, ordinance, rule or regulation. Further, ExxonMobil and the Consultant hereby expressly covenant that all their activities undertaken pursuant to this Agreement shall be in compliance with all federal, state or local laws, statutes, ordinances, rules and regulations, including, but not limited to, local “frost laws”. ExxonMobil and Consultant shall indemnify the City from any losses, damages, claims or demands of whatever nature which arise as a result of their agents, employees, contractors or sub-contractor’s failure to observe any applicable safety, health or environmental laws or regulations.

13. While the City reserves to itself the exclusive control and operation of all its roadways, it acknowledges that the Work will require use of City roads and streets. ExxonMobil and Consultant shall use their best efforts to minimize disruptions to Holland Drive and Miller Road in the exercise of implementing the Work. While using the City’s road and streets, ExxonMobil, its employees, agents, contractors or subcontractors shall observe all speed limits, road bans, closures, and other restrictions on use imposed by the City.

14. ExxonMobil, the Consultant, their representatives, agents, employees, contractors or sub-contractors shall conduct their activity on the City’s Property in a manner to minimize damage to the Property. ExxonMobil and Consultant shall be fully responsible for marking all utilities at the Property prior to conducting the Work.

15. Any samples, waste materials, pollutants, contaminants, or groundwater that is generated or collected during activities conducted under this Agreement shall become the property of ExxonMobil, and shall be handled, stored, treated, transported and disposed of in strict accordance with all applicable federal, state or local laws, statutes, ordinances, rules or regulations.

16. The Excavation does not require a Soil Erosion Sedimentation Control Permit issued by the Genesee County Drain Commissioner's Office. However, the Genesee County Drain Commissioner's Office has requested that geotextile fabric be placed at certain locations around the Excavation. ExxonMobil agrees to accept responsibility for compliance with that request and any other provisions and conditions the Genesee County Drain Commissioner's Office may require in the future. ExxonMobil's failure to comply with these requests shall constitute a violation of this Agreement, and the City reserves the right to pursue any relief including the right to suspend or revoke ExxonMobil's access to the Property until such violations are cured. It shall be the responsibility of ExxonMobil to secure all other permits required to perform any of the actions contemplated by this Agreement.

17. The Excavation shall be backfilled consistent with the following provisions:

a. Placement of a geotextile liner along the sidewalls and bottom of the excavation to prevent the migration of peastone into the clay layer.

b. Material used for backfill shall be either peastone or 1-inch x 3-inch crushed limestone to a depth of five (5) feet below the planned finished surface. These materials are self-compacting.

c. From five (5) feet to four (4) feet below the planned finished grade, a 12-inch layer of 21AA crushed limestone shall be placed. The layer will be compacted to at least 95 percent of its maximum unit weight.

d. Class II Granular Material shall be placed up to 15 inches below the planned finished surface. Placement of class II granular material shall be done according to Section 301 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

e. Base course material under the proposed pavement surface shall consist of 15 inches of 21AA crushed limestone as described in the Michigan Department of Transportation 2012 Standard Specifications for Construction. Placement of the aggregate shall be done according to Section 302 of the Michigan Department of Transportation 2012 Standard Specifications for Construction.

f. The City will assume the responsibility for removing the crushed limestone and installing a paved surface at a later date. Wells present after the Excavation is completed shall be maintained throughout the paving process to be in useable condition after the paving is completed.

18. The laws of the State of Michigan shall apply to the interpretation of this Agreement and to the resolution of any dispute or conflict arising out of any matter set forth herein.

19. This Agreement is not assignable except with the prior written approval of the City.

20. This Agreement contains the entire agreement of the parties relating to the Work. The parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

21. The undersigned specifically represent that they are authorized to execute this Agreement and that the parties have the right and capacity to perform the acts contemplated by this Agreement.

Executed by the respected parties on the dates as below stated:

CITY OF SWARTZ CREEK

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

*[Signatures continue on following page.]*

GROUNDWATER & ENVIRONMENTAL  
SERVICES, INC.

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

EXXONMOBIL OIL CORPORATION

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**  
**Excavation Plan**

**Excavation Plan**

Former Mobil 03-C0T  
5012 Holland Drive  
Swartz Creek, Genesee County, Michigan

*Prepared for:*

**ExxonMobil Oil Corporation**  
5224 West State Road 46 (#339)  
Sanford, Florida 32771

*Prepared by:*



**GROUNDWATER & ENVIRONMENTAL SERVICES, INC.**

10381 Citation Drive, Suite 500  
Brighton, Michigan 48116

August 2016



## Excavation Plan

ExxonMobil Oil Corporation  
Former Mobil 03-C0T  
5012 Holland Drive  
Swartz Creek, Genesee County, Michigan  
Facility ID: 0-0003188

*Prepared for:*

Mike Meola  
ExxonMobil Oil Corporation  
5224 West State Road 46 (#339)  
Sanford, Florida 32771

August 2016

*Prepared by:*

Robert J. Butler, Jr., PE  
Project Engineer

*Reviewed by:*

Bridget Klueger  
Senior Project Manager

**Groundwater & Environmental Services, Inc.**  
10381 Citation Drive, Suite 500  
Brighton, Michigan 48116  
800-368-0337 Phone  
810-227-0008 Fax



## Project Objective

The Work will be conducted at the former ExxonMobil Service Station #03-C0T located at 5012 Holland Drive, Swartz Creek, Michigan. The work site, a former retail gasoline station, is currently vacant. The site building, canopy, dispensers, and underground storage tanks have been removed from the site.

The objective of this project is to remediate the safely accessible on-site subsurface impacts exceeding Michigan Department of Environmental Quality Part 213 Direct Contact soil concentrations. This objective shall be accomplished by excavation and off-site disposal of contaminated soils.

## Project Scope

The following Project Scope covers the Work necessary to complete the planned Soil Removal Activities. In general, the major tasks of the soil removal activities include the following:

- Implementation of a site-specific health and safety program (HASp);
- Project management and site supervision including, but not limited to, effective communications, quality control and quality assurance, cost control, and project scheduling;
- Non-hazardous soil excavation, handling, and off-site transport and disposal;
- Storm or accumulated water control, management, transportation, and disposal; and
- Site restoration to include engineered backfill, compaction, and asphalt paving.

An estimated area of approximately 7,000 square feet will be excavated to a depth of approximately 15 below ground surface (estimated 3,500 tons) and transported off-site to the Arbor Hill Landfill in Northville, Michigan for proper disposal (the Work). The final excavation extent may be smaller or larger than estimated and will depend upon site borings to be completed prior to the excavation and on observations made during completion of the Work. The sides of the excavation will be sloped or benched to maintain stability. The maximum areal extent will be limited to approximately 10,000 square feet due to the locations of natural gas service lines that border the site.

Based on historical groundwater elevations, some dewatering will likely be required during excavation of the impacted sand, once the clay overburden is removed. The groundwater will be pumped from the excavation area into a fractionation (frac) tank. Recovered groundwater shall be trucked off site, as needed, and disposed at a licensed disposal facility.

Natural gas service lines are located in the southern right-of-way (ROW) of Miller Road, the western ROW of Holland Drive, and along the western property line of the site. The edges of the excavation will remain at least 10 feet away from each of these gas lines. Overhead utilities are located in the southern ROW of Miller Road and the western ROW of Holland Drive. The excavator arm, when fully extended, must be at least 10 feet from the overhead utilities. A spotter will be used to direct excavator movement whenever work will be completed within 23 feet of overhead utilities. Refer to Figure 1 for the proposed excavation location.



### Work Timeline

Pending access and authorizations, the Work is expected to begin in mid-October and end in early November, as follows:

- Weeks of 8/15 and 8/22: County soil erosion permit application\*\* / Coordinate contractor for soil borings & schedule / Draft excavation work plans (traffic, hours, etc.) / Public utility markout for soil borings  
\*\*Requires City of Swartz Creek participation/agreement
- Week of 8/22: Negotiate and finalize access agreement with City of Swartz Creek  
\*\*Requires City of Swartz Creek agreement/participation
- Week of 8/29: On-site private utility markout for soil borings / Preparation and approval of subsurface clearance plan for soil borings
- Week of 9/5: Perform soil borings / Draft subsurface clearance plan for excavation
- Weeks of 9/12 and 9/19: Public utility markout for excavation / Mailing of 30-day notice to residents / Coordination with fire department and police
- Week of 9/26: Incorporate new soil data to finalize excavation work plan
- Week of 10/10: On-site private utility markout for excavation
- Weeks of 10/17, 10/24, and 10/31, (+/-11/7 depending on additional soil volume): place frac tank / preconstruction meeting / complete excavation & backfill / paving

### Notifications

The following notifications will be completed:

- A Miss Dig and private contractor utility markout will be completed for the soil borings, which will be completed approximately two months prior to the Work;
- Residents and businesses located in the immediate vicinity will receive a 30-day notice from ExxonMobil regarding the Work;
- The Michigan Department of Environmental Quality will be informed 2 weeks prior to the Work, per their existing notification requirements;
- The City of Swartz Creek Police Department and Fire Department will be notified 2 weeks prior to the Work so that they are aware of the activities; and
- Miss Dig will be contacted 2 weeks prior to the Work for an updated public utility markout.

### Working Hours

Working hours will be from 7:00 AM to 3:00 PM, Monday through Friday. These hours would be necessary due to the travel time to the approved landfill combined with the working hours of the landfill, and due to the sunrise time of 7:00 AM in mid-October.

### Work Zones

Temporary chain-link fence will be installed around the perimeter of the site prior to commencing the Work. Access to the site will be via gates located along Miller Road, near the northwest corner of the site, and along Holland Drive, near the southeast corner of the site. Refer to Figure 1 for the general site layout.

Three work zones, a “green” zone, “orange” zone, and a “red” zone will be established at the work site. No work is permitted in the green zone, which will consist of the public sidewalks adjacent to the Work site on the southern ROW of Miller Road and the western ROW of Holland Drive. The red zone will consist of the area within the swing radius of the excavator or overhead loads. The “red” zone will be adjusted throughout the work day based on current activities. The “orange” zone is comprised of the remainder of the Work site inside the temporary chain-link fence, but outside of the “red” zone.



The following apply to the red zone:

- The red zone is an exclusion zone; only personnel essential to completion of the Work will be permitted in the red zone;
- A designated person will be assigned to control access into the red zone;
- A spotter will be assigned who will monitor movement/operation of equipment to assure the safety of site personnel, utilities, and/or other structures;
- The spotter will have utilize hand signals to stay in communication with the equipment operator. Use of cell phones for this purpose will not be allowed;
- Personnel in the red zone will not be permitted to cross under suspended loads; and
- Personnel in the red zone will not be permitted to step over or straddle equipment.

A typical Work Zone is depicted on Figure 2. The “red” zone will vary in location throughout each day.

#### Noise

To minimize noise disruption to surrounding properties, site Work will only be completed during the work hours described above.

Hearing protection will be used by site personnel whenever noise levels exceed 85 dB.

#### Vehicular Traffic

Vehicular traffic will be limited to only the traffic necessary to complete the Work. The Work site is a vacant parcel and will be surrounded by a temporary chain-link fence throughout the duration of the Work. Access to the Work site will be via gates located near the northwest and southeast corners of the Work site. Site personnel will control access into the Work site.

Trucks that will transport excavated soil to the landfill will enter the site through the Miller Road access gate and will exit the site via the Holland Drive access gate. Pending confirmation of City approval, trucks will stage at the City of Swartz Creek’s Department of Public Works lot while waiting to be loaded (8083 Civic Drive). Trucks will not be allowed to park on Miller Road or Holland Drive while waiting to be loaded. Refer to Figure 3 for the vehicular traffic plan.

ExxonMobil will provide bonding to the City of Swartz Creek to ensure against the potential for undue impact to roadways during the completion of the Work.

#### Foot Traffic

No foot traffic, except for that required to complete the Work, will be allowed in the red zone. A spotter must be present when foot traffic is required while equipment is in operation. Generally, pedestrian traffic will be allowed through the green zone in the southern ROW sidewalk on Miller Road and the Western ROW sidewalk on Holland Drive; however, site personnel must assess pedestrian safety during morning and afternoon tailgate meetings, at minimum. If at any time, the safety of pedestrians would be compromised Work activities, pedestrian traffic shall be rerouted to the northern ROW sidewalk on Miller Road and the eastern ROW sidewalk on Holland Drive in the vicinity of the Work site.

#### Dust and Odors

The site will be maintained in a manner that will prevent the creation and dispersion of dust and odors (i.e., volatile organic compounds) throughout the course of the Work.



Dust and odor control can be achieved through application of (a minimum) water to Work site soils, as needed. Site personnel will monitor the roads adjacent to the site during Work activities. Any soil or dust tracked off site will be immediately swept up.

#### Air Monitoring

The breathing zone in the Work zone will be monitored for VOC concentrations with a photo-ionization detector (PID). Odor control, via the application of a minimum amount of water, will be implemented if VOC concentrations exceed 5 ppm. Site personnel will upgrade to Level C personal protective equipment (half-face respirator) if VOC concentrations exceed levels defined in the Health and Safety Plan.

#### Housekeeping

The Work site will be maintained in a clean and orderly fashion to minimize risk to site personnel, as well as to maintain a clean and orderly appearance. Any debris generated during the Work will be cleaned up and placed in a roll-off box/dumpster for proper disposal or neatly stored, out of the way of site activities, for later re-use. Sidewalk and driveway areas will be swept as needed, to keep the areas clear of debris.

#### Backfill and Repaving

The excavation will be backfilled with pea gravel to a level four (4) feet below grade. A filter fabric will be placed on top of the pea gravel. Class II sand compacted in 12-inch lifts will be placed from four (4) feet to seven (7) inches below grade. Surface grade will be prepped with 4-inches of compacted 21AA crushed limestone prior to paving.

The areas of the site beyond the excavated portions will have the pavement removed to prepare for paving of the entire lot.

The entire lot will be finished with 3" asphalt paving.

### **Soil Erosion and Sediment Control**

Soil Erosion and Sedimentation Control (SESC) plans are required for all earth changing activities greater than 1 acre in size and for earth changing activities less than 1 acre in size when work will be completed within 500 feet of surface water (lake, stream, river, etc.). The Work describe in this plan is less than 1 acre in size and is located greater than 500 feet from the nearest surface water. As such, an SESC will likely not be required. However, Genesee County requires that all project proposing earth changing activities submit an SESC application for review. An SESC has been drafted, and upon obtaining permit signatures, the SESC application will be submitted to Genesee County prior to commencement of the Work. If the County determines that an SESC permit is required, all Work will be completed in accordance with the SESC Plan submitted with the application.



## APPENDIX A

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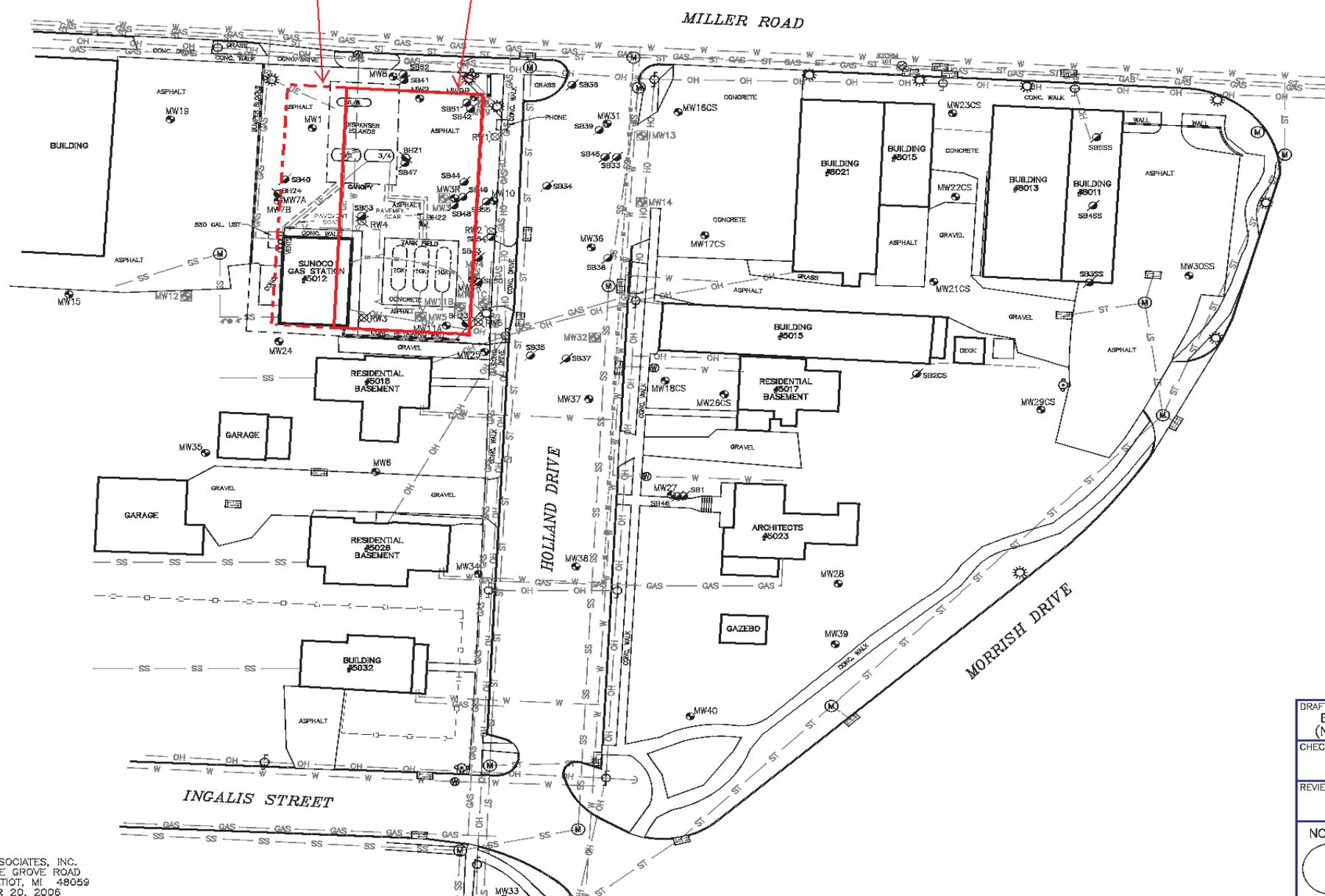
### Figures

MAXIMUM EXCAVATION EXTENT

PROPOSED EXCAVATION EXTENT

LEGEND

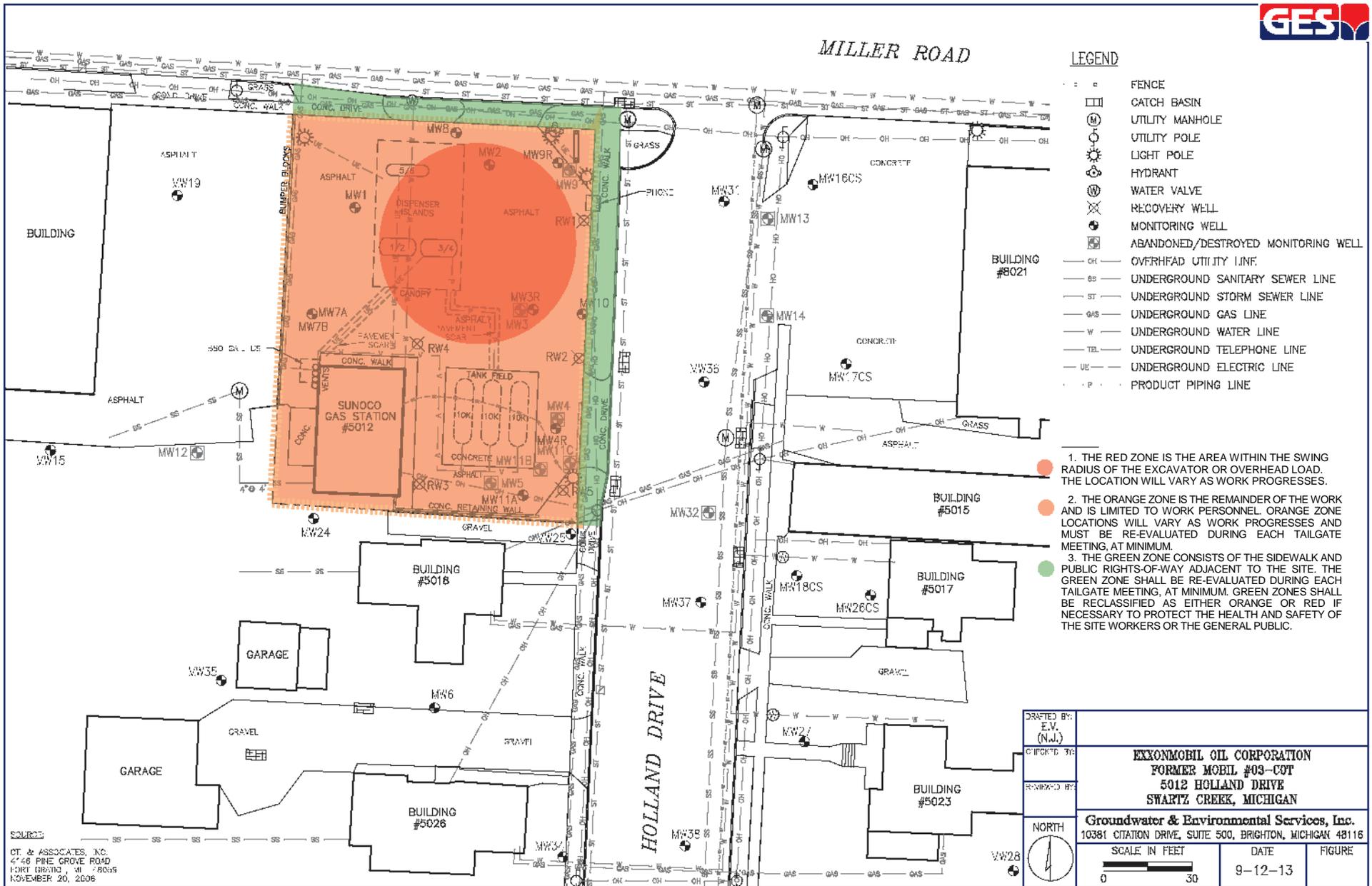
- FENCE
- ▭ CATCH BASIN
- ⊙ UTILITY MANHOLE
- ⊙ UTILITY POLE
- ⊙ LIGHT POLE
- ⊙ HYDRANT
- ⊙ WATER VALVE
- ⊙ RECOVERY WELL
- ⊙ MONITORING WELL
- ⊙ ABANDONED/DESTROYED MONITORING WELL
- OH — OVERHEAD UTILITY LINE
- SS — UNDERGROUND SANITARY SEWER LINE
- ST — UNDERGROUND STORM SEWER LINE
- GAS — UNDERGROUND GAS LINE
- W — UNDERGROUND WATER LINE
- TEL — UNDERGROUND TELEPHONE LINE
- UE — UNDERGROUND ELECTRIC LINE
- P — PRODUCT PIPING LINE
- CS FORMER CITIES STATION
- SS FORMER SPILLANE STATION
- ⊙ SOIL BORING (ENECOTECH, 1993)
- ⊙ SOIL BORING (TOLTEST, 1996)



M:\Graphics\1700-Detroit\ExxonMobil\03-COT Swartz Creek\03-COT Swartz Creek SM.dwg, B-

SOURCE:  
 CTI & ASSOCIATES, INC.  
 4146 PINE GROVE ROAD  
 FORT GRATIOT, MI 48059  
 NOVEMBER 20, 2006

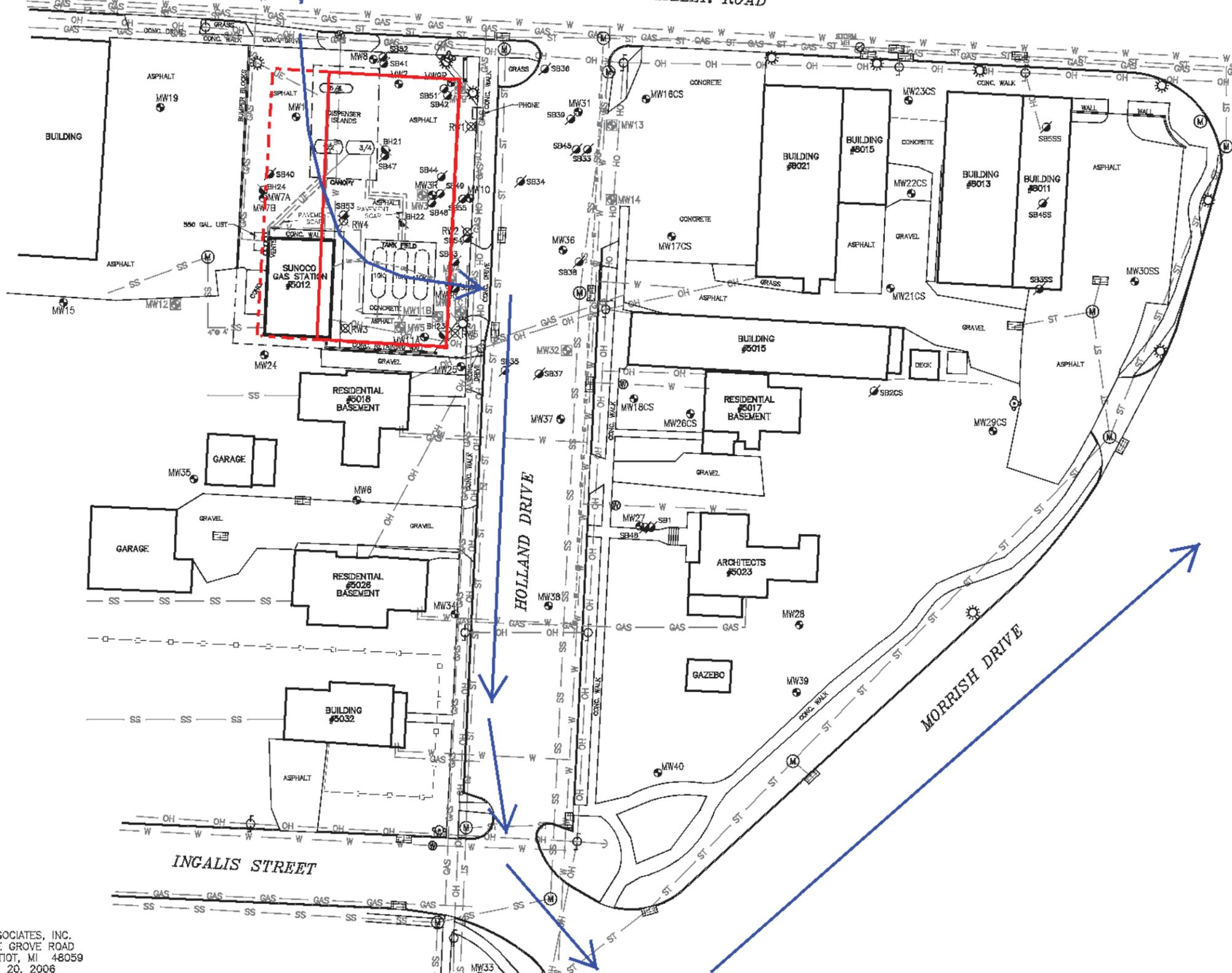
DRAFTED BY: E.V. (N.J.)	<b>EXXONMOBIL OIL CORPORATION</b> <b>FORMER MOBIL #03-COT</b> <b>5012 HOLLAND DRIVE</b> <b>SWARTZ CREEK, MICHIGAN</b>	
CHECKED BY:		
REVIEWED BY:		
NORTH 	<b>Groundwater &amp; Environmental Services, Inc.</b> 10381 CITATION DRIVE, SUITE 500, BRIGHTON, MICHIGAN 48116	
	SCALE IN FEET 	DATE 6-18-14



M:\GIS\GIS\1303\Drawings\Foundation\Map\Map03-COT\_Swartz\_Creek

TO TRUCK STAGING SITE  
(IF NECESSARY)

FROM TRUCK STAGING SITE  
(IF NECESSARY)



**LEGEND**

- FENCE
- ▤ CATCH BASIN
- ⊙ UTILITY MANHOLE
- ⊙ UTILITY POLE
- ☀ LIGHT POLE
- ⊙ HYDRANT
- ⊙ WATER VALVE
- ⊙ RECOVERY WELL
- ⊙ MONITORING WELL
- ⊙ ABANDONED/DESTROYED MONITORING WELL
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- P — PRODUCT PIPING LINE
- CS FORMER CITIES STATION
- SS FORMER SPILLANE STATION
- ⊙ SOIL BORING (ENECOTECH, 1993)
- ⊙ SOIL BORING (TOLTEST, 1996)

**NOTES:**

1. TRUCKS WAITING TO BE LOADED

DRAFTED BY: E.V. (N.J.)	<b>EXXONMOBIL OIL CORPORATION</b> <b>FORMER MOBIL #03-COT</b> <b>5012 HOLLAND DRIVE</b> <b>SWARTZ CREEK, MICHIGAN</b>		
CHECKED BY:			
REVIEWED BY:			
NORTH	<b>Groundwater &amp; Environmental Services, Inc.</b> 10381 CITATION DRIVE, SUITE 500, BRIGHTON, MICHIGAN 48116		
	SCALE IN FEET 	DATE 6-18-14	FIGURE

SOURCE:  
 CTE & ASSOCIATES, INC.  
 4146 PINE GROVE ROAD  
 FORT GRATIOT, MI 48059  
 NOVEMBER 20, 2006

M:\Graphics\1700-Detroit\ExxonMobil\03-COT\_SwartzCreek\SM.dwg, B

## **Exhibit B**

### **On-Property Equipment List**

- Excavators
- Backhoes
- Bobcats
- Frac tank
- Water pumps
- Water hoses
- Peastone
- Gravel
- Concrete
- Asphalt
- Sand
- Chain link fencing
- Folding barricades
- Safety barrels
- Safety cones
- Snow fence
- Caution tape
- Signage such as “men working” signs, and
- Portable toilet

## Exhibit C

### Restrictive Covenants

#### DECLARATION OF RESTRICTIVE COVENANT FOR A RESTRICTED NONRESIDENTIAL CORRECTIVE ACTION

MDEQ Reference No: **RC-RRD-213-17-013**

This Declaration of Restrictive Covenant for a Restricted Nonresidential Corrective Action (“Restrictive Covenant”) has been recorded with the **Genesee** County Register of Deeds to protect public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to regulated substances present at the Property (defined below) located at **5012 Holland Drive, Swartz Creek, Genesee County, MI** and legally described in the attached Exhibit 1 (Legal Description of the Property) that are inconsistent with the environmental conditions at the Property. Exhibit 2 (Survey of Property) provides a survey of the Property that is subject to the land and/or resource use restrictions specified in this Restrictive Covenant.

The Property is associated with **Former Mobil #03-C0T, Facility ID 0-0003188** for which a **Final Assessment Report (“FAR”)** was completed under Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (“NREPA”), MCL 324.21301 *et seq.* Corrective actions that were implemented to address environmental contamination are fully described in the **FAR** dated **November 22, 2010**. A copy of the **FAR** is available from the Michigan Department of Environmental Quality (“MDEQ”), Remediation and Redevelopment Division (“RRD”) District Office.

The Property described contains regulated substances in excess of the concentrations developed as the unrestricted residential cleanup criteria under Section 21304a(2) of the NREPA. The MDEQ recommends that prospective purchasers or users of this Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 21304c of the NREPA.

Part 213 requires the recording of this Restrictive Covenant with the **Genesee** County Register of Deeds based upon the corrective action measures for the site to: 1) restrict unacceptable exposures to regulated substances located on the Property; 2) assure that the use of the Property is consistent with the exposure assumptions used to develop cleanup criteria under Section 21304a(2) of the

NREPA; 3) assure the exposure control measures relied upon in the **FAR** are effective; and 4) **to prevent damage or disturbance of any element of the corrective action constructed on the Property.**

The restrictions contained in this Restrictive Covenant are based upon information available at the time the corrective action was implemented by **City of Swartz Creek**. Failure of the corrective action to achieve and maintain the cleanup criteria, exposure controls, and requirements specified in the **FAR**; future changes in the environmental condition of the Property; changes in the cleanup criteria developed under Section 21304a(2) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for in the **FAR**; or use of the Property in a manner inconsistent with the restrictions described herein may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment. The adequacy of the corrective action undertaken pursuant to the **FAR** may not have been reviewed by the MDEQ.

### Definitions.

For the purposes of this Restrictive Covenant, the following definitions shall apply:

“MDEQ” means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

“Owner” means at any given time the then-current title holder of all or any portion of the Property.

“Property” means the real property as described in Exhibit 1 (Legal Description of the Property) of this Restrictive Covenant that is subject to the restrictions, terms and conditions described herein.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA and Part 213 of the NREPA, shall have the same meaning in this document as in Part 3 and Part 213 of the NREPA, as of the date this Restrictive Covenant is filed.

### Summary of Environmental Conditions and Corrective Action.

Hazardous substances including **benzene, toluene, ethylbenzene, xylenes, methyl-tertiary-butyl ether, naphthalene, 2-methylnaphthalene, 1,2,4- and 1,3,5-trimethylbenzene have been released from an underground storage tank system** resulting in contamination of the Property. Soil and groundwater contamination remain present at levels that do not allow unrestricted use of the Property. Specifically, concentrations of regulated substances remain present in the groundwater in excess of the nonresidential drinking water cleanup criteria. This potential exposure risk has been addressed by preventing the use of the groundwater for ingestion. Prior to the recording of this Restrictive Covenant, response activities have been undertaken to remove some of the hazardous substances.

Residual Light Nonaqueous-Phase Liquid (“LNAPL”), including **petroleum hydrocarbons** were properly characterized using a Conceptual Site Model in accordance with American Society for Testing and Materials (“ASTM”) designation E 2531-06 E1, and will remain in place. The LNAPL exists below the ground surface at a depth of **approximately eight (8) to 20 feet**. The location of the LNAPL in the attached Exhibit 2 (Survey of the Property) describes and provides the location of the institutional control and the horizontal and vertical extent of the LNAPL is described in **Exhibit 4**. The restrictions provided for in this Restrictive Covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL soil and/or groundwater contaminant concentrations that exceed the unrestricted residential criteria under Section 21304a(2) of the NREPA.

The construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 21304c of the NREPA.

**NOW THEREFORE,**

1. Declaration of Land or Resource Use Restrictions.

**City of Swartz Creek**, as Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

- A. **Prohibited Land Uses:** The Owner shall prohibit all uses of the Property that are not compatible with or are inconsistent with the assumptions and basis for the nonresidential cleanup criteria established pursuant to Section 21304a(2) of the NREPA. Uses that are compatible with nonresidential cleanup criteria are generally described in **Exhibit 3** (Description of Allowable Uses). At the time of recording of this Restrictive Covenant, the City of Swartz Creek Zoning Ordinance, Article 13, CBD – Central Business District zoning code designation allowed for the following residential uses that are not compatible with the nonresidential cleanup criteria and are therefore prohibited by this Restrictive Covenant: single family and two-family dwellings, business schools and colleges, hotels, adult and child residential care facilities, live/work unit, school-private, school-public, child care, independent hospice facility, independent senior living, and skilled nursing facility. Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.
  
- B. Prohibited Activities to Eliminate Unacceptable Exposures to Regulated Substances. The Owner shall prohibit activities **on the Property** that may result in exposures above levels established in the **FAR**. These prohibited activities include:

- (i) The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:
  - (a) Wells and other devices constructed for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of regulated substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.
  - (b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.
- (ii) Any excavation or other intrusive activity that could affect the integrity of the *3 to 9-inch thick asphalt or concrete* that serves to prevent direct contact exposure to contaminated soils at the Property. The *3 to 9-inch asphalt or concrete* barrier has a base elevation of *800 feet above mean sea level* and covers the entire parcel within the Property boundaries as shown on **Exhibit 2** (Survey of Property and Limits of Land or Resource Use Restrictions) as former Mobil #03-C0T. Disturbance of the barrier may be allowed during short-term construction or repair projects, or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the *3 to 9-inch asphalt or concrete* that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 213.
- (iii) The construction of new structures, unless such construction incorporates engineering controls designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the new structure at concentrations greater than applicable criteria; or, unless prior to construction of any structure, an evaluation of the potential for any hazardous substances to volatilize into indoor air assures the protection of persons who may be present in the buildings and is in compliance with Section 21304c of the NREPA.

- C. Prohibited Activities to Ensure Effectiveness and Integrity of the Corrective Action. The Owner shall prohibit activities on the Property that may interfere with any element of the **FAR**, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the **FAR**.
2. Contaminated Soil Management. The Owner shall manage all soils, media, and/or debris located **on Property** in accordance with the applicable requirements of Sections 21304b of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 USC Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.
  3. Access. The Owner grants to the MDEQ and **City of Swartz Creek**, and their designated representatives, the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the **FAR**, including the right to take samples, inspect the operation and maintenance of the corrective action measures and inspect any records relating to them, and to perform any actions necessary to maintain compliance with Part 213 and the **FAR**. The right of access provided to **City of Swartz Creek** above is not required under Part 213 for the corrective action to be considered approved. This provision was agreed to by the Owner at the time the Restrictive Covenant was recorded. Accordingly, the MDEQ will not enforce the Owner's obligation to provide access to **City of Swartz Creek**.
  4. Conveyance of Property Interest. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms of the **FAR**, and this Restrictive Covenant. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest in accordance with Section 21310a(2)(c) of the NREPA.
  5. Audits Pursuant to Section 21315 of the NREPA. This Restrictive Covenant is subject to audits in accordance with the provisions of Section 21315 of the NREPA, and such an audit may result in a finding by the MDEQ that this Restrictive Covenant is not protective of the public health, safety, and welfare, and the environment.
  6. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and is binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until it is determined that the regulated substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. Improper modification or rescission of any restriction necessary to prevent unacceptable exposure to regulated substances may result in the need to perform additional corrective actions by those parties responsible for performing corrective action at the Property or to comply with Section 21304c of the NREPA.

7. Enforcement of Restrictive Covenant. The State of Michigan, through the MDEQ, and **City of Swartz Creek** may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.
8. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provision of this Restrictive Covenant, which shall continue unimpaired and in full force and effect.
9. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and record this Restrictive Covenant.

*[Signature page follows.]*

IN WITNESS WHEREOF, **City of Swartz Creek** has caused this Restrictive Covenant, **RC-RRD-213-17-013** to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(day of month) (month)

**City of Swartz Creek**

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

Name: \_\_\_\_\_  
Print or Type Name

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

STATE OF **Michigan**  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_  
(full date) (full name)  
of **City of Swartz Creek** a \_\_\_\_\_ corporation, on behalf of the corporation.  
(state of incorporation)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(print name of notary public)

Notary Public, State of \_\_\_\_\_  
County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

Prepared by:  
Keith Christofferson

When recorded return to:  
Bridget Klueger  
Groundwater & Environmental Services, Inc.  
10381 Citation Drive, Suite 500  
Brighton, Michigan 48116

**EXHIBIT 1**

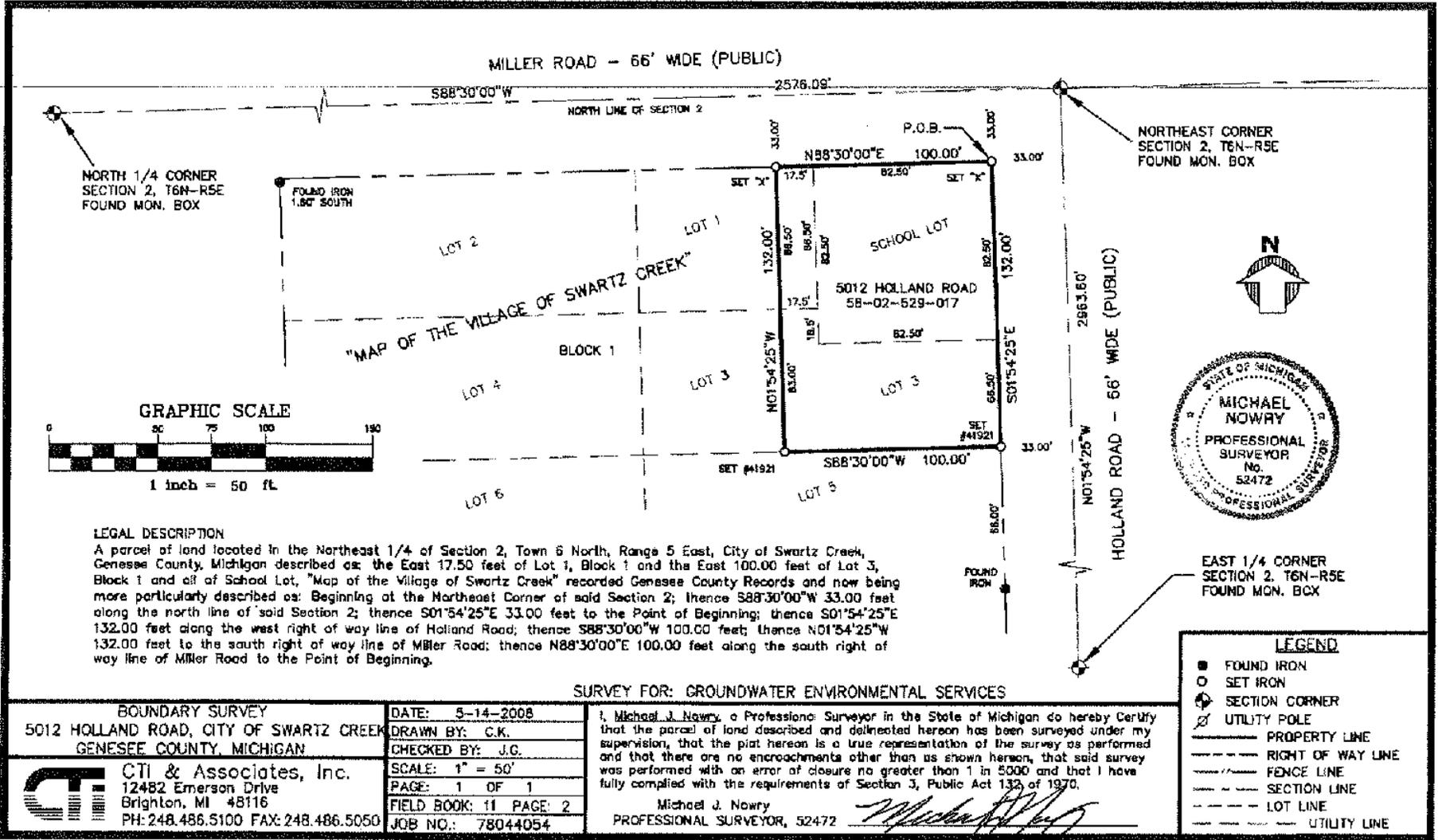
**LEGAL DESCRIPTION OF PROPERTY**

**Parcel Number: 58-02-529-017**

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 6, RANGE 5 EAST, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN DESCRIBED AS: THE EAST 17.50 FEET OF LOT 1, BLOCK 1 AND THE EAST 100.00 FEET OF LOT 3, BLOCK 1 AND ALL OF SCHOOL LOT, "MAP OF THE VILLAGE OF SWARTZ CREEK" RECORDED GENESEE COUNTY RECORDS AND NOW BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 2; THENCE S 88°30'00" W 33.00 FEET ALONG THE NORTH LINE OF SAID SECTION 2; THENCE S 01°54'25" E 33.00 FEET TO THE POINT OF BEGINNING; THENCE S 01°54'25" E 132.00 FEET ALONG THE WEST RIGHT OF WAY LINE OF HOLLAND ROAD; THENCE S 88°30'00" W 100.00 FEET; THENCE N 01°54'25" W 132.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF MILLER ROAD; THENCE N 88°30'00" E 100.00 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF MILLER ROAD TO THE POINT OF BEGINNING.

**EXHIBIT 2**  
**SURVEY OF PROPERTY**

*[See next page.]*



**LEGAL DESCRIPTION**  
 A parcel of land located in the Northeast 1/4 of Section 2, Town 6 North, Range 5 East, City of Swartz Creek, Genesee County, Michigan described as: the East 17.50 feet of Lot 1, Block 1 and the East 100.00 feet of Lot 3, Block 1 and all of School Lot, "Map of the Village of Swartz Creek" recorded Genesee County Records and now being more particularly described as: Beginning at the Northeast Corner of said Section 2; thence S88°30'00"W 33.00 feet along the north line of said Section 2; thence S01°54'25"E 33.00 feet to the Point of Beginning; thence S01°54'25"E 132.00 feet along the west right of way line of Holland Road; thence S88°30'00"W 100.00 feet; thence N01°54'25"W 132.00 feet to the south right of way line of Miller Road; thence N88°30'00"E 100.00 feet along the south right of way line of Miller Road to the Point of Beginning.

**SURVEY FOR: GROUNDWATER ENVIRONMENTAL SERVICES**

**BOUNDARY SURVEY**  
 5012 HOLLAND ROAD, CITY OF SWARTZ CREEK  
 GENESSEE COUNTY, MICHIGAN

**CTI & Associates, Inc.**  
 12482 Emerson Drive  
 Brighton, MI 48116  
 PH: 248.486.5100 FAX: 248.486.5050

DATE: 5-14-2008  
 DRAWN BY: C.K.  
 CHECKED BY: J.C.  
 SCALE: 1" = 50'  
 PAGE: 1 OF 1  
 FIELD BOOK: 11 PAGE: 2  
 JOB NO.: 78044054

I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed and that there are no encroachments other than as shown hereon, that said survey was performed with an error of closure no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Nowry  
 PROFESSIONAL SURVEYOR, 52472

**LEGEND**

- FOUND IRON
- SET IRON
- ⊙ SECTION CORNER
- ⊕ UTILITY POLE
- PROPERTY LINE
- - - RIGHT OF WAY LINE
- · - · - FENCE LINE
- · - · - SECTION LINE
- · - · - LOT LINE
- · - · - UTILITY LINE

## EXHIBIT 3

### DESCRIPTION OF ALLOWABLE USES

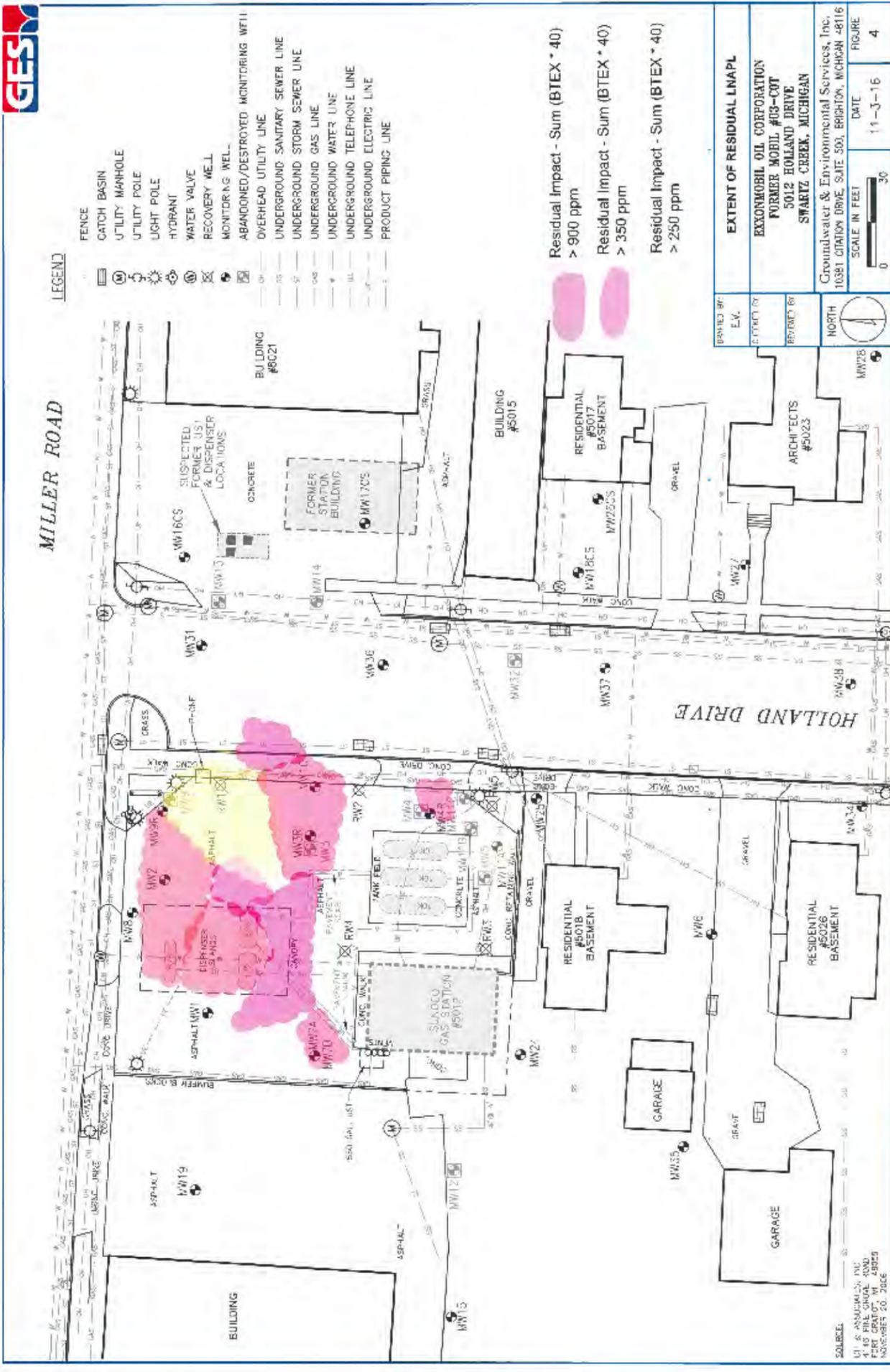
**Nonresidential Land Use:** This land use is characterized by any use which is not residential in nature and is primarily characterized by industrial and commercial uses. Industrial uses typically involve manufacturing operations engaged in processing and manufacturing of materials or products. Other examples of industrial uses are utility companies, industrial research and development, and petroleum bulk storage. Commercial uses include any business or income-producing use such as commercial warehouses, lumber yards, retail gas stations, auto dealerships and service stations, as well as office buildings, banks, and medical/dental offices (not including hospitals). Commercial uses also include retail businesses whose principal activity is the sale of food or merchandise within an enclosed building and personal service establishments which perform services indoors such as health clubs, barber/beauty salons, photographic studios, etc.

Any residential use is specifically prohibited from the nonresidential land use category. This would include the primary use of the property for human habitation and includes structures such as single family dwellings, multiple family structures, mobile homes, condominiums, and apartment buildings. Residential use is also characterized by any use which is intended to house, educate, or provide care for children, the elderly, the infirm, or other sensitive populations, and therefore could include day care centers, educational facilities, hospitals, elder care facilities, and nursing homes. The use of any accessory building or portion of an existing building as a dwelling unit permitted for a proprietor or storekeeper and their families, located in the same building as their place of occupation, or for a watchman or caretaker is also prohibited. Any authority that allows for residential use of the Property as a legal non-conforming use is also restricted per the prohibitions contained in this Restrictive Covenant.

**EXHIBIT 4**

**EXTENT OF RESIDUAL LNAPL**

*[See next page.]*



## Exhibit D

### Highway Authority Agreement (HAA)

#### Highway Agreement Requirements

Senate Bill 717 was approved by the Governor on December 22, 2016, and will become effective on March 29, 2017 as Act 381. The MDEQ is currently working on a form that will be required to document a highway agreement, however, it has not been issued yet.

The information required for a highway agreement in a local municipality include:

(i) Provides the department and the person that owns or operates the public highway with the following information related to the release and site:

(A) The site name, address, and facility identification number, and the name and contact information of the person relying on the alternative mechanism.

(B) Identification of the department district office with jurisdiction over the site.

(C) The name of the affected public highway and the nearest intersection.

(D) Identification of known or suspected contaminants.

(E) A statement that residual or mobile NAPL is or is not present at the affected public highway.

(F) The media affected, including depth of contaminated soil, depth of groundwater, and predominate groundwater flow direction.

(G) A scale drawing of the portion of the public highway subject to the alternate mechanism that depicts the area impacted by regulated substances and the location of utilities in the impacted area, including storm water systems and municipal separate storm water systems.

(H) Identification of all ownership and possessory or use property interests related to the public highway and whether they are affected by the contamination and whether they have received notification of the existing conditions as part of a corrective action plan or pursuant to the due care requirements under section 21304e.

(I) Identification of exposure risks from drinking water, direct contact, groundwater, soil excavation, or relocation.

(ii) Confirms that there are no current plans to relocate, vacate, or abandon the public highway.

(iii) Either provides a certification to the person that owns or operates the public highway that any contamination present as a result of the release from the underground storage tank system does not enter a storm sewer system or provides all information necessary to clearly identify the nature and extent of the contamination that enters or has the potential to enter the storm sewer system.

**Exhibit E  
City Ordinance**

**CITY COUNCIL  
CITY OF SWARTZ CREEK**

**Genesee County, Michigan**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK BY ADDING SECTIONS \_\_\_\_ THROUGH \_\_\_\_ TO CHAPTER \_\_, ARTICLE \_\_ OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK TO REGULATE AND RESTRICT THE USE OF GROUNDWATER IN CERTAIN AREAS OF THE CITY OF SWARTZ CREEK DUE TO THE PRESENCE OF GROUNDWATER CONTAMINATION RESULTING FROM A RELEASE PURSUANT TO PART 213, LEAKING UNDERGROUND STORAGE TANKS, OF THE NATURAL RESOURCE AND ENVIRONMENTAL PROTECTION ACT, 1994 PA 451 AS AMENDED.**

**THE CITY OF SWARTZ CREEK ORDAINS:**

SECTION 1. AMENDMENT. The Code of Ordinances of the City of Swartz Creek (City), Michigan is amended by adding Sections \_\_\_\_ through \_\_\_\_ in Chapter \_\_, Article \_\_, to read as follows:

SECTION 2. FINDINGS. The City Council finds that the use of certain groundwater wells and water supplies from such wells for human consumption or other purposes may constitute a public health risk and endanger the safety of the residents of the City. The identified public health risk affects premises that are located on or in the vicinity of sites that are the source or location of contaminated groundwater, or where there is a known and identified threat of contaminated groundwater from a release. The City Council has determined that it is in the best interests of the public health, safety and welfare to prohibit certain uses of groundwater from wells at properties located in the vicinity of such contaminated sites in order to minimize the public health and welfare risk and protect the City's residents.

SECTION 3. DEFINITIONS. For the purposes of this Ordinance, the words and phrases listed below shall have the following meanings:

- A. *Affected Premises* means a parcel of property any part of which is located within a restricted zone.
- B. *Applicant* means a person who applies for the establishment of a restricted zone and accompanying regulations pursuant to this Chapter.
- C. *Contaminated Groundwater* means groundwater in which there is present concentrations of materials that exceed the residential drinking water criteria established by the MDEQ in operational memoranda or rules promulgated pursuant to Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, *et seq.*), of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended, MCL 324.101, *et seq.*
- D. *Groundwater* means underground water within the zone of saturation.
- E. *MDEQ* means the Michigan Department of Environmental Quality or its successor agency.
- F. *Person* means any individual, co-partnership, corporation, association, club, joint venture, estate, trust, and any other group or combination acting as a unit, and the individuals constituting such group or unit.
- G. *Release* means a “release” as defined in Part 213, Leaking Underground Storage Tanks (MCL 324.21301a, *et seq.*) of the Natural Resources and Environmental Protection Act, as amended (MCL 324.101, *et seq.*) involving an underground storage tank system.
- H. *Water Well Restricted Zone or Restricted Zone* means an area or areas described within this chapter within which the prohibition of groundwater wells and the use of groundwater applies. A map of each Water Well Restricted Zone shall be included in the section of this Ordinance adopted for that Water Well Restricted Zone pursuant to Sections 4 and 5, below.
- I. *Well* means an opening in the surface of the earth for the purpose of removing fresh water through non-mechanical or mechanical means for any purpose other than a public emergency or conducting response actions that are consistent with the Michigan Natural Resources and Environmental Protection Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, or any other applicable statute.

SECTION 4. WATER WELL RESTRICTED ZONES.

- A. The following described areas in the City shall be Water Well Restricted Zones as defined under this Ordinance. The Water Well Restricted Zones may be referred to by reference to the names provided in the caption preceding their descriptions:
1. General Name and Description  

An area described as commencing from the southeast corner of the Miller Road and Hayes Street intersection, then south along the east right of way line for Hayes Street to Ingalls Street, then easterly along the north right of way line for Ingalls Street to Morrish Road, then northerly along the west right of way line for Morrish Road until Miller Road; and then west along the south right of way line for Miller Road to the point of commencement at Hayes Street.
  2. A scaled map illustrating the restricted zone is attached as “Exhibit 1A.” The legal description of the water well restricted zone is contained within the attached “Exhibit 1B.” For sites regulated under Part 213, the exhibit must include the property tax identification number and legal description for each Affected Premises within the Water Well Restricted Zone.
  3. The application and all supporting documentation shall be maintained by the City Clerk.
- B. Except as provided in Section 8 of this Ordinance and after the effective date of this Ordinance, no person or legal entity shall install or allow or permit or provide for the installation or utilization of a well on any Affected Premises on which the person or legal entity has an ownership interest, or lessee or tenant interest, or control within the Water Well Restricted Zone. Affected Premises within the water well restricted zone shall be serviced only by public water supply as described in Chapter 19, Article II of the Code of Ordinances.

SECTION 5. ADDING NEW RESTRICTIVE ZONES. The City Council may amend this ordinance to add new Restricted Zones in accordance with the following procedure.

- A. An Applicant shall first file a request with the City Manager advising the City of the Applicant's interest in establishing a Restricted Zone pursuant to this Ordinance. The notice shall describe the proposed boundaries of the proposed Restricted Zone, the reason for the proposed Restricted Zone, a preliminary map of the proposed Restricted Zone, the proposed time schedule for implementing the proposed Restricted Zone, and the proposed groundwater use restrictions to be applicable within the Restricted Zone. The City Manager will, after notifying

the City Council of the notice of intent, respond to the Applicant with a preliminary and non-binding indication of the City's willingness to consider the proposed Restricted Zone. The City Manager or other designated City officer may also be an Applicant for purposes of initiating this procedure.

- B. The Applicant shall seek and obtain the MDEQ's approval of the proposed Restricted Zone and proposed groundwater use restrictions to be applicable therein prior to filing an application with the City. In order to be considered by the City, the Restricted Zone must minimize or eliminate the need for restrictive covenants on property that is not owned or operated by and is not subject to remediation by a party responsible for the contaminated groundwater. The creation of a Restricted Zone should have the effect of eliminating the need for non-responsible parties to impose environmental restrictive covenants on their properties or otherwise be beneficial to the owners or occupants of property that was not the site of a release.
- C. If any Affected Premises which will be subject to the new Restricted Zone is not already served by City water service, the Applicant shall ensure such service is, if it is possible from an engineering perspective to do so, served with City water service at no cost to the property owners or occupant. The Applicant shall also provide for the abandonment and plugging of conforming, nonconforming or irrigation wells on any Affected Premises without cost to the owners or occupants of the premises and in compliance with Section 7. In the event an existing irrigation well is abandoned and plugged, at the owner's request, the Applicant shall also bear the cost of connecting the irrigation system to the City water utility and installing a separate meter and all associated plumbing. Proof of the provision of such service and plugging/abandonment of such wells shall be required or an escrow account shall be established therefor in an amount and form acceptable to the City Council.
- D. After the MDEQ approves the proposed Restricted Zone as an alternative to restrictive covenants on property on which no release has occurred, an Applicant shall file with the City Manager a formal request to the City including, at a minimum, the following information. The information can be in the form of a proposed remedial action plan, response activity plan, or corrective action plan or other similar document if appropriate cross-references are made for ease of reference.
  - 1. The name, address, telephone number, and e-mail address (Applicant only) of the Applicant, as well as each person having an interest as owner, tenant, easement holder or mortgagee in the real property which is the source or site of the contaminated groundwater, if known.
  - 2. The street address and legal description of the real property which is a

source or site of the contaminated groundwater, if known, and the nature of the Applicant's relationship to that property and involvement concerning the contaminated groundwater.

3. The nature and extent of the contaminated groundwater and the contamination causing it, both in summary form in plain English and in detail in technical terms, stating that the release is regulated under Part 213; the types and concentrations of contaminants; a map or survey showing their current location; a statement of their likely or anticipated impact on groundwater and the nature of the risks presented by the use of the groundwater, as well as the likely or anticipated path of migration if not remediated or corrected and a detailed statement of any plan to remediate, correct, and/or contain the contamination.
4. A detailed map and legal description of the proposed Restricted Zone.
5. The street addresses and general description of all Affected Premises.
6. The names, addresses (mailing and street), and telephone numbers (if already available) of the Owners of all Affected Premises.
7. The location, status, and usage characteristics of all existing Groundwater Wells within the proposed Restricted Zone.
8. A detailed statement or description of the proposed regulation or prohibition of the use of existing and future Wells within the Restricted Zone needed to adequately protect the public from the potential health hazards associated with the contaminated Groundwater, including a description of permissible uses of such Wells, together with the written consent of the MDEQ to such uses of Groundwater.
9. A description and time schedule for any actions the Applicant will take to implement any remediation plan, mitigate the adverse impact of the Restricted Zone (e.g., providing substitute water service), and to properly close and abandon any existing Wells subject to the use prohibition within the proposed Restricted Zone.
10. A copy of the information submitted to the MDEQ concerning the proposed Restricted Zone, along with a written statement from an MDEQ representative with approval authority stating that the proposed Restricted Zone and use regulations have received MDEQ approval as part of the response actions for the Groundwater contamination. The MDEQ's approval may be contingent upon the City's establishment of the proposed Restricted Zone pursuant to this section.

11. Copies of the notice provided to the County Health Department concerning the Restricted Zone and accompanying regulations, and the County Health Department's written acknowledgment that it will not issue permits for prohibited Wells within the Restricted Zone.
  12. The Applicant also agrees to pay any additional costs beyond the established application fee necessary to properly evaluate the application. These may include, but are not limited to: the fees of environmental consultants and legal counsel, and any per diem or other amounts paid to public officials for attending any special meetings, etc. The Applicant shall also consent to the placement of a lien on the Applicant's premises if the amounts due under this section are not paid within 30 days of the issuance of an invoice by the City.
- E. Along with the application, the Applicant shall pay an application fee and any related costs per the City's fee schedule as adopted by the City Council. Any failure by the Applicant to pay fees and costs as required by this provision may result in the City's discontinuance of its processing of the request to establish a Restricted Zone and can result in the filing of a lien against the premises of the Applicant.
  - F. Once the City Manager or his or her designee is satisfied that the application is complete, the City Manager shall place the matter on the City Council agenda to set a time, date, and place for a public hearing on the application.
  - G. Along with the application, the Applicant shall submit to the City Manager a list of the Affected Premises including the Parcel ID, site address, and the mailing address for the owner, tenant, easement holder, or mortgagee of any Affected Premises, if known. The City shall cause a written notice of the hearing to be sent by first class mail to all persons having an interest as owner, tenant, easement holder, or mortgagee in any of the Affected Premises. The notice shall include a brief statement regarding the application fairly designed to inform the recipients of its main features and potential impact on the recipients in general. The notice shall be mailed at least fifteen (15) days prior to the hearing. The notice of hearing shall also be published in a newspaper of general circulation in the City at least fifteen (15) days before the hearing. Affidavit of Publication shall be obtained by the City. The notice shall also be mailed to the MDEQ representative who gave the approval of the proposed restricted zone and use regulations and the MDEQ District Supervisor for the MDEQ regulatory program with jurisdiction over the contaminated site.
  - H. Upon the establishment of a new Restricted Zone (i.e., after the second reading and approval of the ordinance amendment), the City Clerk shall publish notice

of the amendment to this Chapter in the manner required by law for ordinance amendments. The Applicant shall give notice to the owners and occupants of all property on which wells are known to be located of the need to close and abandon Wells under this Chapter as amended.

#### SECTION 6. WELLS AFFECTING CONTAMINATED GROUNDWATER.

No Well may be used or installed at any place in the City if the use of the Well will have the effect of causing the migration of contaminated Groundwater or a contaminated Groundwater plume to previously unimpacted Groundwater or adversely impacting any Groundwater treatment system, unless the Well is part of a MDEQ or United States Environmental Protection Agency approved Groundwater monitoring or remediation system.

#### SECTION 7. NON-CONFORMING WELLS.

Any existing Well, the use of which is prohibited by this Ordinance, shall be plugged or abandoned in conformance with all applicable laws, rules, regulations, permit and license requirements, orders and directives of any governmental entity or agency of competent jurisdiction, or in the absence of an applicable law, rule, regulation, requirement, order, or directive, in conformance with the protocol developed consistent with the American Standards for Testing and Materials Standard No. D5299-92.

#### SECTION 8. EXCEPTIONS.

- A. *Water service unavailable.* If the City of Swartz Creek water service is unavailable to an Affected Premises in the Restricted Zone, any Well on that Affected Premises shall be annually tested by a laboratory that is acceptable to and for chemical parameters specified by the MDEQ. The results of that test shall be submitted to the MDEQ or the County Health Department for review. If the MDEQ or the County Health Department determines that the Well is safe and suitable for use, and proof of that determination is delivered annually to the City of Swartz Creek, that the Well may be used. No split or conveyance of Affected Premises shall be effective to render the City of Swartz Creek water services unavailable.
- B. *Construction of de-watering wells.* Wells in the Restricted Zone used for construction de-watering are not prohibited by this Ordinance, provided that the water generated by that activity is properly handled and disposed in compliance with all applicable laws and regulations. Any exacerbation caused by the use of Wells under this exception shall be the responsibility of the Person operating the de-watering Well, as provided in Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

- C. *Groundwater monitoring and remediation Wells.* Wells used for Groundwater monitoring and/or remediation as part of response activity or corrective action approved by the MDEQ are not prohibited by this Ordinance.
- D. *Processing activities.* If the MDEQ determines that the use of a Well for non-contact heating, cooling or processing activities will not cause the future migration of contaminated Groundwater, and proof of that determination is delivered to the City, the City Manager may execute a waiver allowing the use of the Well for the permitted purposes upon such terms and conditions that the MDEQ identifies.
- E. *Public emergencies.* A Well may be used in the event of a public emergency.
- F. *Surface Irrigation.* Upon review and approval by the MDEQ, existing Wells may be used for surface irrigation.
- G. *Heat Exchange (Geothermal).* Upon review and approval by the MDEQ, geothermal Wells may be used if no impact by plume or influence on plume will occur with use of Well; or an unauthorized discharge may occur.
- H. *Cathodic Protection.* Wells used to house devices that alleviate electrolytic corrosion of pipelines, underground tanks and other installations situated in a corrosive environment may be used upon review and approval by the MDEQ, if no impact by plume or influence on plume will occur with use of Well.

SECTION 9. PENALTY

- A. Any Person or legal entity who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor offense punishable by imprisonment for not more than 90 days or by fine of not more than \$500 or both such fine and imprisonment.
- B. Each act of violation and each day upon which such violation occurs or continues shall constitute a separate offense.
- C. In addition, the City may seek an order from a court of appropriate jurisdiction to restrain any person from violating this Ordinance, including the collection of costs and attorney fees associated with such enforcement action. Any Well in violation of this Ordinance shall also be declared and deemed a nuisance, subject to abatement, and shall be immediately taken out of service and lawfully abandoned consistent with all applicable state and local regulations. Any person found to be in violation is subject to being ordered by a court of appropriate jurisdiction to properly and lawfully remove or abandon the Well.

SECTION 10. BUILDING OR IMPROVEMENT PERMIT.

No permit for building, alteration or other required permit for a premises or improvement thereon shall be issued by the City for any Affected Premises found in violation of this Ordinance or where it is proposed to install or use a Well in violation of this Ordinance.

SECTION 11. NOTIFICATION OF INTENT TO AMEND OR REPEAL.

At least thirty (30) days prior to any amendment or repeal in whole or in part of this Ordinance, the City of Swartz Creek shall notify the Michigan Department of Environmental Quality, or its successor agency, of its intent to so act.

SECTION 12. PUBLISHING AND RECORDING.

This Ordinance or an amendment to this Ordinance shall be published or recorded as follows:

- A. Pursuant to Part 213, this Ordinance or an amendment to this Ordinance adding a Restricted Zone shall be filed with the Swartz Creek County Register of Deeds as an Ordinance affecting multiple properties.

SECTION 13. SEVERABILITY.

If any article, section, subsection, sentence, clause, phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Ordinance, it being the intent of the City of Swartz Creek that this Ordinance shall be fully severable. The City of Swartz Creek shall promptly notify the Michigan Department of Environmental Quality upon the occurrence of any event described in this section.

SECTION 14. CONFLICT WITH OTHER ORDINANCES

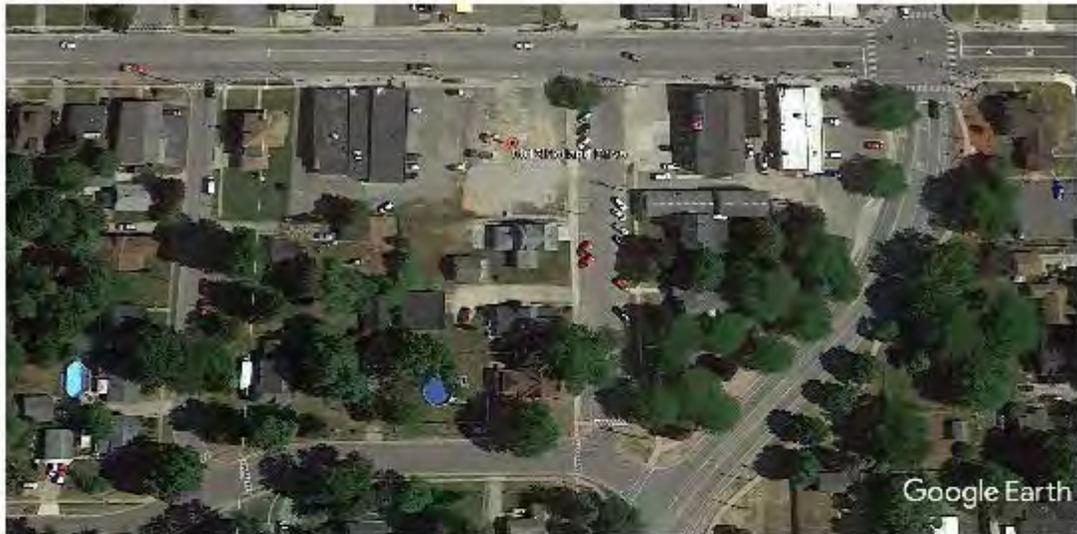
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 15. EFFECTIVE DATE.

This Ordinance shall be in full force and effect ten (10) days after its publication as provided by law.

Adopted and signed this \_\_\_\_ day of \_\_\_\_\_, 2017.

**Exhibit 1A - Figure Indicating Water Well Restriction Zone**



**Exhibit 1B - List of Properties Included in the Well Restricted Zone**

**Exhibit 1B**

**List of Properties Included in the Groundwater Ordinance**

Steven Moore  
8067 Miller Road  
Swartz Creek, MI 48473  
Parcel Number 58-02-529-021  
W 55 FT of LOT 2 BLK 1 AND W 55 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK  
SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Goin' Postal and H&R Block)  
8057 Miller Road  
Swartz Creek, MI 48473  
Parcel Number 58-02-529-020  
LOT 2 BLK 1 EXCEPT W 55 FT ALSO EXCEPT E 35 FT & LOT 4 BLK 1 EXCEPT W 55 FT  
ALSO EXCEPT E 35 FT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Lovegrove's Cake & Candy Center)  
8055 Miller Road  
Swartz Creek, MI 48473  
same Parcel number as above 58-02-529-020  
LOT 2 BLK 1 EXCEPT W 55 FT ALSO EXCEPT E 35 FT & LOT 4 BLK 1 EXCEPT W 55 FT  
ALSO EXCEPT E 35 FT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Marie Lovegrove Revocable Trust / (Assenmachers Cycling Center)  
8053 Miller Road  
Swartz Creek, MI 48473  
Parcel Number 58-02-529-019  
E 35 FT OF LOT 2 BLK 1 & E 35 FT OF LOT 4 BLK 1 VILLAGE OF SWARTZ CREEK SEC  
2 T6N R5E

Marie Lovegrove Revocable Trust  
8047 Miller Road  
Swartz Creek, MI 48473  
Parcel number 58-02-529-018  
W 65 FT OF LOT 1 BLK 1 & W 65 FT OF LOT 3 BLK 1 VILLAGE OF SWARTZ CREEK SEC  
2 T6N R5E

Luea's Properties Plus, LLC / Luea's Pharmacy  
8021 Miller Road  
Swartz Creek, MI 48473  
Parcel Number 58-01-100-047

A PARCEL OF LAND BEG AT NW COR OF SEC TH E 150 FT TH S 130 FT TH S 130 FT TH W 20.88 FT TH N 10 FT TH W to SEC LINE TH N TO PL OF BEG SEC 1 T6N R5E (08) .42A FR 58-01-100-036/037/038/039

Peitro Montini, Sr. / Dave's Pizzeria & Family  
8013 Miller Road  
Swartz Creek, MI 48473  
Parcel Number 58-01-100-040

A PARCEL OF LAND BEG 150 FT E OF NW COR OF SEC TH S 125 FT TH E 50 FT TH N 125 FT TH W 50 FT TO PLACE OF BEG SEC 01 T6N R5E .14 A

Nemecek and Sweeney, LLC / Stallings Stained Glass  
8011 Miller Road  
Swartz Creek, MI 48473  
Parcel Number 58-01-100-041

A PARCEL OF LAND BEG 200 FT E OF NW COR OF SEC TH S 120 FT TH E 16 FT TH N 120 FT TH W 16 FT TO PL OF BEG SEC 01 T6N R5E .04 A

City of Swartz Creek  
5012 Holland Drive  
Swartz Creek, MI 48473  
Parcel Number 58-02-529-017

E 17.5 FT OF LOT 1 BLK 1 & E 100 FT OF LOT 3 BLK 1 & SCHOOL LOT VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Margaret Trecha et al / Zenith TV  
5015 Holland Drive  
Swartz Creek, MI 48473  
Parcel Number 58-01-100-035

A PARCEL OF LAND BEG S 0\* 44 MIN W 140.92 FROM NW COR OF SEC TH S 88\* 38 MIN E 219 FT TH S 0\* 44 MIN W 23.78 FT TH N 89\* 17 MIN 20 SEC W 218.98 FT TH N 0\* 44 MIN E 26.29 FT TO PLACE OF BEG SEC 1 T6N R5E (76)

Curtis May & Terry Lancaster-May  
5017 Holland Drive  
Swartz Creek, MI 48473  
Parcel Number 58-01-100-034

A PARCEL OF LAND BEG S 0\* 44 MIN W 167.21 FT FROM NW COR OF SEC TH S 89\* 17 MIN 20 SEC E 218.98 FT TH S 38\* 25 MIN 37 SEC W 73.58 FT TH S 88\* 38 MIN E 90 FT TH S 14.50 FT TH W 16 RDS TH N 0\* 44 MIN E 56.21 FT TO PLACE OF BEG SEC 1 T6N R5E (76)

5023 Holland House LLC / Hull Stephens & Associates Architects  
5023 Holland Drive  
Swartz Creek, MI 48473

Parcel Number 58-01-100-032

A PARCEL OF LAND BEG S 0 DEG 44 MIN W 223.42 FT FROM NW COR OF SEC TH S 0 DEG 44 MIN W 58 FT TH S 88 DEG 38 MIN E 129.55 FT TH N 38 DEG 25 MIN 57 SEC E 72.68 FT TH N 88 DEG 38 MIN W 174 FT TO PL OF BEG SEC 1 T6N R5E (85) FR 5800003212

Marla & Carla Martin

5018 Holland Drive  
Swartz Creek, MI 48473

Parcel Number 58-02-529-005

LOT 5 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Jason Keene

5026 Holland Drive  
Swartz Creek, MI 48473

Parcel Number 58-02-529-007

LOT 7 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Maureen Andrakowicz / Maureen Hunt

5032 Holland Drive  
Swartz Creek, MI 48473

Parcel Number 58-02-529-009

LOT 9 BLK 1 VILLAGE OF SWARTZ CREEK SEC 2 T6N R5E

Terry Coy

5019 Hayes  
Swartz Creek, MI 48473

Parcel Number 58-02-529-006

LOT 6 BLK 1 VILLAGE OF SWARTZ CREEK SECT 2 T6N R5E

Thomas & Kassandra Doty

8032 Ingalls Street  
Swartz Creek, MI 48473

Parcel Number 58-02-529-008

LOTS 8 & 10 BLK 1 VILLAGE OF SWARTZ CREEK (77)

**Exhibit F**  
**Sample Water Well Questionnaire and Public Notice**

# Defined Benefit Plan Adoption Agreement

(Nonstandard Municipality)



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
Month Month

## II. Effective Date

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial MERS effective date** by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B.  If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Defined Benefit division number \_\_\_\_\_.  
Last day of month  
*Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D.  If this is to **separate employees** from an existing Defined Benefit division (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_.

E.  If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_.

# Defined Benefit Plan Adoption Agreement (Nonstandard Municipality)

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

\_\_\_\_\_  
(Name of Defined Benefit division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

### These employees are (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

### To receive one month of service credit (check one):

An employee shall work 10 \_\_\_\_\_ hour days.

An employee shall work \_\_\_\_\_ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

**Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

**Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

\_\_\_\_\_ on \_\_\_\_\_.  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I \_\_\_\_\_  
(Name)

\_\_\_\_\_ waive the right for a presentation of the results.  
(Title)

# Defined Benefit Plan Adoption Agreement (Nonstandard Municipality)

- 2. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.
- 3. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
- 4. Benefit Multiplier (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

- 5. Final Average Compensation (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years
- 6. Vesting (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years
- 7. Required employee contribution (Max 10%, increments of 0.01%) \_\_\_\_\_ %
- 8. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:
  - Longevity pay
  - Overtime pay
  - Shift differentials
  - Pay for periods of absence from work by reason of vacation, holiday, and sickness
  - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
  - A member's pre-tax contributions to a plan established under Section 125 of the IRC
  - Transcript fees paid to a court reporter
  - A taxable car allowance
  - Short term or long term disability payments
  - Payments for achievement of established annual (or similar period) performance goals
  - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
  - Lump sum payments attributable to the member's personal service rendered during the FAC period
  - Other: \_\_\_\_\_
  - Other 2: \_\_\_\_\_

# Defined Benefit Plan Adoption Agreement *(Nonstandard Municipality)*

## 9. Early Normal Retirement with unreduced benefits

- Age 50 with 25 years of service
- Age 50 with 30 years of service
- Age 55 with 15 years of service
- Age 55 with 20 years of service
- Age 55 with 25 years of service
- Age 55 with 30 years of service
- Any age with (20-30 yrs, in 1 yr increments) \_\_\_\_\_ years of service
- \_\_\_\_\_

## 10. Other

- Surviving Spouse will receive \_\_\_\_\_% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
  - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
    - Interest rate for employee contributions as determined by the Retirement Board, or
    - MERS' assumed rate of return as of the date of the distribution.

## 11. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date <input type="checkbox"/> Retirees who retire <b>between</b> ____/01/____ and ____/01/____ <i>(one time increase only)</i>	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
Increase of ____% or \$____ per month	Increase of ____% or \$____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired ____ months (6-12 months, increments of 1 month)	Employees must be retired ____ months (6-12 months, increments of 1 month)

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Defined Benefit Plan, the provisions of the Plan Document control.

# Defined Benefit Plan Adoption Agreement *(Nonstandard Municipality)*

## VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

## VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

# Defined Benefit Plan Adoption Agreement *(Nonstandard Municipality)*

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

## IX. Guarantee of Liabilities

The undersigned municipalities agree to guarantee and be jointly and severally liable for all outstanding obligations to MERS of the above-executing Municipality for the defined benefit plan in the event of:

1. More than 60-day delinquency with respect to any invoice;
2. Insolvency;
3. Dissolution;
4. Merger or privatization; or
5. Any other occurrence resulting in the Municipality's nonpayment of its required pension contributions.

**Guarantor 1:** \_\_\_\_\_ Approval Date: \_\_\_\_\_  
(Municipality name) (dd/mm/yyyy)

Approving signature \_\_\_\_\_ Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_

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

**Guarantor 2:** \_\_\_\_\_ Approval Date: \_\_\_\_\_  
(Municipality name) (dd/mm/yyyy)

Approving signature \_\_\_\_\_ Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_

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

**Guarantor 3:** \_\_\_\_\_ Approval Date: \_\_\_\_\_  
(Municipality name) (dd/mm/yyyy)

Approving signature \_\_\_\_\_ Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_

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

# Hybrid Plan Adoption Agreement

(Nonstandard Municipality)



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

**I. Employer Name** \_\_\_\_\_ **Municipality #:** \_\_\_\_\_

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_  
Month Month

**II. Effective Date**

Check one:

A.  If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- All prior service from date of hire
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number \_\_\_\_\_ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division number \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from \_\_\_/01/\_\_\_ through \_\_\_/\_\_\_/\_\_\_ for Hybrid division number \_\_\_\_\_.  
Last day of month

*Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D.  If this is to **separate employees from an existing Hybrid division** (existing division number(s) \_\_\_\_\_) into a new division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

E.  If this is to merge division(s) \_\_\_\_\_ into division(s) \_\_\_\_\_, the effective date shall be the first of \_\_\_\_\_, 20\_\_\_\_.

# Hybrid Plan Adoption Agreement (Nonstandard Municipality)

## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

\_\_\_\_\_  
(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

**These employees are** (check one or both):

In a collective bargaining unit (attach cover page, retirement section, signature page)

Subject to the same personnel policy

**To receive one month of service credit** (check one):

An employee shall work 10 \_\_\_\_\_ hour days.

An employee shall work \_\_\_\_\_ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

**Probationary Periods** are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be \_\_\_\_\_ month(s).

**Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

### 1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

Our MERS representative presented and explained the valuation results to the

\_\_\_\_\_ on \_\_\_\_\_  
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

As an authorized representative of this municipality, I \_\_\_\_\_  
(Name)

\_\_\_\_\_ waive the right for a presentation of the results.  
(Title)

# Hybrid Plan Adoption Agreement (Nonstandard Municipality)

- 2. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.
- 3. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.
- 4. Benefit Multiplier (1%-2.5%, increments of 0.05%) \_\_\_\_\_ % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

- 5. Final Average Compensation (Min 3 yr, increments of 1 yr) \_\_\_\_\_ years
- 6. Vesting (5 -10 yrs, increments of 1 yr) \_\_\_\_\_ years
- 7. Required employee contribution (Max 10%, increments of 0.01%) \_\_\_\_\_ %
- 8. Compensation, for retirement purposes, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:
  - Longevity pay
  - Overtime pay
  - Shift differentials
  - Pay for periods of absence from work by reason of vacation, holiday, and sickness
  - Workers' compensation weekly benefits (if reported and are higher than regular earnings)
  - A member's pre-tax contributions to a plan established under Section 125 of the IRC
  - Transcript fees paid to a court reporter
  - A taxable car allowance
  - Short term or long term disability payments
  - Payments for achievement of established annual (or similar period) performance goals
  - Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications
  - Lump sum payments attributable to the member's personal service rendered during the FAC period
  - Other: \_\_\_\_\_
  - Other 2: \_\_\_\_\_

# Hybrid Plan Adoption Agreement *(Nonstandard Municipality)*

## 9. Early Normal Retirement with unreduced benefits

- Age 50 with 25 years of service
- Age 50 with 30 years of service
- Age 55 with 15 years of service
- Age 55 with 20 years of service
- Age 55 with 25 years of service
- Age 55 with 30 years of service
- Any age with (20-30 yrs, in 1 yr increments) \_\_\_\_\_ years of service
- \_\_\_\_\_

## 10. Other

- Surviving Spouse will receive \_\_\_\_\_% of Straight Life benefit without a reduction to the participant's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
  - Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
    - Interest rate for employee contributions as determined by the Retirement Board, or
    - MERS' assumed rate of return as of the date of the distribution.

## 11. Cost-of-Living Adjustment

<input type="checkbox"/> All <b>current</b> retirees as of effective date <input type="checkbox"/> Retirees who retire <b>between</b> ____/01/____ and ____/01/____ <i>(one time increase only)</i>	<input type="checkbox"/> <b>Future</b> retirees who retire after effective date
Increase of ____% or \$____ per month	Increase of ____% or \$____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired ____ months (6-12 months, increments of 1 month)	Employees must be retired ____ months (6-12 months, increments of 1 month)

## V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

## Hybrid Plan Adoption Agreement *(Nonstandard Municipality)*

### VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

### VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Hybrid Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

# Hybrid Plan Adoption Agreement *(Nonstandard Municipality)*

## VIII. Execution

### Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by \_\_\_\_\_ on  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (Name of Approving Employer)

Authorized signature: \_\_\_\_\_

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

Witness signature: \_\_\_\_\_

### Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)

## IX. Guarantee of Liabilities

The undersigned municipalities agree to guarantee and be jointly and severally liable for all outstanding obligations to MERS of the above-executing Municipality for the Hybrid plan in the event of:

1. More than 60-day delinquency with respect to any invoice;
2. Insolvency;
3. Dissolution;
4. Merger or privatization; or
5. Any other occurrence resulting in the Municipality's nonpayment of its required pension contributions.

**Guarantor 1:** \_\_\_\_\_ Approval Date: \_\_\_\_\_  
(Municipality name) (dd/mm/yyyy)

Approving signature \_\_\_\_\_ Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_

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

**Guarantor 2:** \_\_\_\_\_ Approval Date: \_\_\_\_\_  
(Municipality name) (dd/mm/yyyy)

Approving signature \_\_\_\_\_ Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_

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

**Guarantor 3:** \_\_\_\_\_ Approval Date: \_\_\_\_\_  
(Municipality name) (dd/mm/yyyy)

Approving signature \_\_\_\_\_ Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_

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



Michigar

## County will build new connector, allowing Flint to stay on Detroit water



A construction crew works on laying pipe for the Karegnondi Water Authority pipeline along Norway Lake Road in Lapeer in this 2015 Flint Journal file photo. (Sean Proctor | MLive.com)



By **Ron Fonger** | [rfonger1@mlive.com](mailto:rfonger1@mlive.com)

on March 16, 2017 at 6:30 AM, updated March 16, 2017 at 6:35 AM

GENESEE COUNTY, MI -- The county plans to build a new connector to the Karegnondi Water Authority pipeline, allowing it to start treating raw Lake Huron water later this year and making it possible for the city of Flint to continue buying pre-treated water from the Great Lake Water Authority for as long as it wants.

County Drain Commissioner Jeff Wright said he plans to seek bids to construct a 7-mile, 42-inch connector following a supportive vote Wednesday, March 15, by the county's Water and Waste Services Advisory Board.

The decision to build the line at a cost expected to be at least \$12 million means Flint could remain a customer of the GLWA until at least 2019, the earliest that the city has projected it will be ready to treat raw water on a permanent basis.

ADVERTISING

Just last month, the U.S. Environmental Protection Agency suggested the city consider limiting the number of times it changes in source water while preparing to treat its share of KWA water in the future.



### **Feds direction to Flint could keep city on GLWA water longer**

The city and county are partners in the KWA, but Weaver has told the EPA that the city plans to make final decisions about its future source water sources in coming weeks -- once it has followed public participation and other requirements for receiving \$100 million in federal funds.

Wright said the county can't afford to continue buying GLWA water once its cleared to begin distributing water it plans to treat on its own from the KWA.

"The huge amount of money we currently pay (to GLWA) has always been intended to (be used) to pay our bond debt," Wright said. "This puts us back on track to pay our bond debt. (This) protects the county and gives the city the time to make a decision" on its short- and long-term water supply.

Without spending \$12-14 million on the new connector, Wright said the county would spend more than \$60 million if it was forced to continue buying from the GLWA while waiting for Flint.



### **Flint tells EPA it needs 2 years to begin treating own water**

The drain commissioner said his office is still "in discussions with the state, the city, the (GLWA), and the EPA about interim (water) supply, long-term supply and emergency back-up" water supply.

MLive-The Flint Journal could not reach Kristin Moore, a spokeswoman for Weaver, for comment Wednesday.

Since before Weaver took office in January 2016, the city has been using a 9-mile section of existing pipeline -- owned by the county -- to take in pre-treated water from the GLWA.

Public water customers outside Flint, who live in townships and cities served by the drain commissioner, also currently get their water from the GLWA connection, but had planned to use the 9-mile section to distribute KWA water late this year.



### **Price tag to keep Flint on Detroit water system could run upwards of \$45M**

Because of fallout from the Flint water crisis, the city won't be ready to treat KWA water so soon.

The crisis left transmission lines damaged after a failed, 17-month attempt to use the Flint River as the city's water source, an effort that caused lead to leach from transmission pipes and home plumbing and into tap water.

Since that time, Flint officials have been developing plans for rebuilding their distribution system, replacing lead service lines and increasing the number of water department employees.

Wright said the new 7-mile connector will run primarily down Potter Road, between Henderson and Genesee roads, just north of Davison and Burton.

He said he expects construction will begin in May and to conclude in September.

After the connector is constructed, the county will replace any materials, and repair any disruption of the current road and right-of-way conditions to as good or better than what currently exists, Wright said.

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 **Ad Choices**

Bid Date: 3-21-17  
 Time: 11:00

Opened By: Tom Sivrek  
 Time Opened: 11:00  
 Witnessed By: Connie Eskew

Name and Address of Bidder	Phone #	Bid Amount	Remarks
Royalty Services Inc 11339 Silver Lake Rd Burton MI 48418		\$1052 per mow	
Layla King 5187 Seymour Rd Swartz Creek, MI 48473		\$810 per mow	
Ace Outdoor Services P.O. Box 779 Grand Blanc, MI. 48480		\$1098 per mow	
T'S Lawn Care Services P.O. Box 74 Swartz Creek, MI. 48473		\$1020 per mow	

**Heritage Parcels Held by City of Swartz Creek**

<b>Property Address:</b>	3284 Heritage Blvd	<b>Parcel Number:</b>	58-30-651-091
<b>Acquisition Cost:</b>	\$1,311.86	<b>Date Acquired:</b>	6/30/12
<b>Additional Cost:</b>	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
<b>Total Cost:</b>	<hr/> \$1,311.86		
<b>Disposition Cost:</b>	\$0.00		
<b>Difference</b>	\$1,311.86		
<b>Disposition Date:</b>			

<b>Property Address:</b>	3278 Heritage Blvd	<b>Parcel Number:</b>	58-30-651-092
<b>Acquisition Cost:</b>	\$1,311.86	<b>Date Acquired:</b>	6/30/12
<b>Additional Cost:</b>	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
<b>Total Cost:</b>	<hr/> \$1,311.86		
<b>Disposition Cost:</b>	\$0.00		
<b>Difference</b>	\$1,311.86		
<b>Disposition Date:</b>			

<b>Property Address:</b>	3270 Heritage Blvd	<b>Parcel Number:</b>	58-30-651-093
<b>Acquisition Cost:</b>	\$1,311.86	<b>Date Acquired:</b>	
<b>Additional Cost:</b>	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
	\$0.00		
<b>Total Cost:</b>	<hr/> \$1,311.86		
<b>Disposition Cost:</b>	\$0.00		
<b>Difference</b>	\$1,311.86		
<b>Disposition Date:</b>			

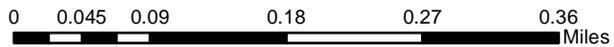
<b>Property Address:</b>	3264 Heritage Blvd	
<b>Acquisition Cost:</b>	\$1,311.86	<b>Parcel Number:</b> 58-30-651-094
<b>Additional Cost:</b>	\$0.00	<b>Date Acquired:</b> 6/30/12
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	
<b>Total Cost:</b>	<u>\$1,311.86</u>	
<b>Disposition Cost:</b>	\$0.00	
<b>Difference</b>	\$1,311.86	
<b>Disposition Date:</b>		

<b>Property Address:</b>	3323 Heritage Blvd	
<b>Acquisition Cost:</b>	\$41.45	<b>Parcel Number:</b> 58-30-651-106
<b>Additional Cost:</b>	\$0.00	<b>Date Acquired:</b> 1/11/17
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	*proceeds above costs to Gen Cnty
	\$0.00	Treasurer upon sale
<b>Total Cost:</b>	<u>\$41.45</u>	
<b>Disposition Cost:</b>	\$0.00	
<b>Difference</b>	\$41.45	
<b>Disposition Date:</b>		

<b>Property Address:</b>	3329 Heritage Blvd	
<b>Acquisition Cost:</b>	\$41.45	<b>Parcel Number:</b> 58-30-651-107
<b>Additional Cost:</b>	\$0.00	<b>Date Acquired:</b> 1/11/17
	\$0.00	
	\$0.00	
	\$0.00	
	\$0.00	*proceeds above costs to Gen Cnty
	\$0.00	Treasurer upon sale
<b>Total Cost:</b>	<u>\$41.45</u>	
<b>Disposition Cost:</b>	\$0.00	
<b>Difference</b>	\$41.45	
<b>Disposition Date:</b>		



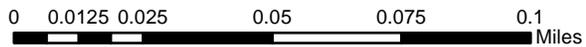
# City of Swartz Creek



City Owned Lots are Highlighted in Blue



# City of Swartz Creek



# MINUTES

## METRO POLICE AUTHORITY BOARD MEETING

2/22/17

Location: Charter Township of Mundy

Meeting was called to order by Curt Porath at 10:01 a.m.

Curt Porath greeted the members and audience and asked that everyone stand and led the audience in the Pledge of Allegiance.

Mr. Porath asked Janette MacAinsh to do a roll call. Members present: Curt Porath, David Krueger, Dennis Pinkston, Joe Oskey, and Kay Doerr. Tonya Ketzler and Vane King were absent.

Curt Porath presented the Minutes for approval. David Krueger noted a correction to be made to the minutes of a misspelling of Kay Doerr's name on page 2. Kay Doerr made a motion to accept the minutes with the correction; Joe Oskey seconded the motion. MOTION CARRIED, unanimously.

Curt Porath presented the Agenda for approval. David Krueger made a motion to accept the minutes; Joe Oskey seconded the motion. Chief Atkinson said there were no additions to be made to the agenda items. MOTION CARRIED, unanimously.

Chief Atkinson, Lt. Bade, and Shawna Ferry provided a review of the consolidation procedures. Chief Atkinson addressed the Board directly about vehicles that are becoming too costly to repair and was asked the Board's permission to auction those vehicles. Chief Atkinson confirmed that 2 new vehicles were purchased through Mundy Township to add to the fleet. Chief Atkinson also confirmed that the purchase of 2 more new vehicles are in the budget. Joe Oskey made a motion to allow the 3 vehicles to be auctioned; David Krueger 2<sup>nd</sup> the motion. MOTION CARRIED, unanimously.

Chief Atkinson addressed the Board about the purchase of uniforms and requested permission of the Board to use Nye Uniform as the supplier without getting further quotes. Nye Uniform will come directly to the agency to do measurements, fittings and drop off uniforms. Chief Atkinson said he found their quote to be competitive. David Krueger made a motion to use Nye Uniform; Kay Doerr seconded the motion. MOTION CARRIED, unanimously.

Budget items and contracts were discussed and updated. Curt Porath asked if the K-9 program would be expanding. Chief Atkinson reported that Officer Grocholski had

come up with the entire amount needed for the dog from Flint City. After some discussion Chief Atkinson recommended that the Authority accept the donation for the purchase of the K-9. David Krueger made a motion to allow Chief Atkinson and Lt Bade to make decision about the canine. Dennis Pinkston seconded the motion. Curt Porath clarified the motion to allow acceptance of the donations and the dog. No further discussion. MOTION CARRIED, unanimously.

Chief Atkinson and Lieutenant Bade spoke to the Board about departmental activity.

Curt Porath opened the meeting to public comments.

Mrs. Abrams addressed the group that the Women's Club would be having a chili dinner on March 24, 2017, and all proceeds go to the community projects at Camp 911, Cops in the Park, beautification, dog, they spread the money around, and she had tickets if anyone was interested.

Tommy Butler, 40 Somerset, Swartz Creek, Michigan, asked where the new building was and asked if it was the one that was painted brown. Chief Atkinson said the address is 5420 Hill-23 Drive.

Curt Porath opened the meeting to Board comments.

David Krueger said he is happy to see how well this is working so far.

Curt Porath reported he had the post-retirement benefits paperwork.

Kay Doerr asked if everyone was off the rolls at both municipalities. Chief Atkinson reported that the Officers had settled their contract and they were working on the administrative staff and sergeants' contracts. Lt Bade reported that Swartz Creek employees had been severed. Shawna Ferry said that she had a conversation with Jack Belzer and he is in the process of drawing up official termination letters for Township employees.

David Krueger made a motion to adjourn; Joe Oskey seconded the motion. MOTION CARRIED, unanimously.

Meeting adjourned at 11:56 a.m.

## MINUTES

### METRO POLICE AUTHORITY BOARD MEETING

1/25/2017

Location: Paul D. Bueche Municipal Building

Meeting was called to order by Curt Porath at 10:03 a.m.

Curt Porath greeted the members and audience and asked that everyone stand and led the audience in the Pledge of Allegiance.

Mr. Porath asked Janette MacAinsh to do a roll call. Members present: Curt Porath, Kay Doerr, David Krueger, Vane King, Dennis Pinkston, and Joe Oskey. Tonya Ketzler was absent from the meeting due to illness.

Curt Porath presented the Minutes for approval. Kay Doerr made a motion to accept the minutes; David Krueger seconded the motion with corrections to page 1, Shawna Ferry's name is spelled incorrectly, and page 2, Tommy Butler's address should reflect that it is in the City of Swartz Creek. MOTION CARRIED, unanimously.

Curt Porath presented the Agenda for approval. David Krueger made a motion to accept the minutes; Joe Oskey seconded the motion. MOTION CARRIED, unanimously.

Adam Zettel introduced a Resolution establishing the Authority contribution rate to fund the MERS system, written by Anthony Chubb. Curt Porath indicated that the Board had already discussed funding at a higher rate and asked David Krueger to read the Resolution (see attached). Dennis Pinkston seconded the Resolution. There was some discussion by the Board and a roll call vote was called by Janette MacAinsh. The **RESOLUTION PASSED** by the 5 voting members present.

Chief Atkinson spoke to the Board about the possibility of purchasing the K9 partner which Officer Grocholski used while at Flint City Police.

David Krueger spoke to the Board about bomb threat assessment training done by the Michigan State Police. He would like the Authority to promote the training and has already talked to the school about using the Performing Arts Center for the training. Feels it would be a great opportunity to promote the Metro Police Authority. Chief Atkinson suggested putting it through LEORTC in conjunction with the promotion.

Chief Atkinson, Lieutenant Bade, and Sgt. Grahn spoke to the Board about departmental activity. They reviewed the recent accidents, including a fatal, and also spoke to the Board about a suspicious death that had occurred at the Hampton Inn.

Curt Porath opened the meeting to public comments.

Mr. Abrams indicated that was a lifelong member of Genesee County Small Cities and Villages Association and indicated he is a representative of them to GAIN (Auto Theft) and indicated there were a couple of positions open in the unit. Mr. Abrams also asked Chief Atkinson if he would come to a Small Cities meeting and do a presentation which Chief Atkinson indicated he would do.

Curt Porath opened the meeting to Board comments.

David Krueger asked if they needed to discuss the turnover of personnel files. Mr. Porath indicated they wanted to inform the Board that it was being looked at. Chief Atkinson said they had a couple of different opinions from attorneys, so there was no final decision.

Vane King offered his congratulations to both Boards. He thinks this is fantastic and how they have worked together to make this happen and start something historic in the State of Michigan.

Dennis Pinkston joked that it was easy when Tonya wasn't at the meetings.

Kay Doerr also offered her congratulations. She thinks that this is wonderful and to have a talking point would make it easier to take out and offer the information to concerns that are raised in the public.

David Krueger also thought it would be good to have a brochure about this and the benefits to promote it and asked the Chief to discuss other interests in the Authority.

Chief Atkinson indicated that the Authority continues to get interest. The new State Representative Tim Sneller came to the Mundy Township Board Meeting and indicated the regional concept consolidation and that they would be meeting with Senator Ananich who is also interested in the consolidation. The Chief indicated that they told them what would have helped are the start-up costs and emphasized they want to get this particular consolidation done and working well before we start looking to bring others on board. MSU Police Chief has also shown interest and has been following this from the start and feels it's pretty impressive.

Kay Doerr said that John Cherry had also put a congratulations on Facebook in support of the consolidation.

Dennis Pinkston asked what agencies were involved in a weapons case.

Sgt. Grahn indicated that it was a federal case.

Curt Porath said he wanted the Board to think about what kind of services they want to offer in the future. Does the Board want to do like Pennsylvania has done or do they want to sell just hours - those kinds of things, there needs to be some discussion.

Joe Oskey made a motion to adjourn; David Krueger seconded the motion. MOTION CARRIED.

Meeting adjourned at 11:13 a.m.

# Memorandum

**To:** Metro Police Authority Board  
**From:** Shawna Ferry, CPA  
**Date:** March 16, 2017  
**Re:** Financial Reports—February 2017

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Attached please find the financial reports for Metro Police Authority of Genesee County for the month ended February 28, 2017.

## **Budget vs Actual**

The Budget vs Actual report reflects the revenue and expenditures for the month as a comparison to the approved 2017 budget. Keep in mind this budget was approved for a twelve month period ending December 31, 2017. Since the Authority did not officially begin until February 1, the budget is reflecting an additional month in the total. The board may wish to amend to budget so that future reporting periods will reflect a more accurate budget variance. In the meanwhile, when reviewing the line items, the % of budget column will be the most meaningful. The target budget percentage for February is 8.3%.

## **Cash Reconciliation**

The Cash Reconciliation report breaks down the deposits and disbursements by municipality. The transition of administrative staff from the Township to the Authority has been slightly delayed due to contract negotiations. This has caused the Township to remit certain wages and benefits on behalf of the Authority until the time these employees can be officially transferred to the Authority. The Township has also paid other costs on behalf of the Authority. These costs have been itemized on the cash reconciliation report and allocated accordingly to each municipality.

**Metro Police Authority of Genesee County**  
**Profit & Loss Budget vs. Actual**  
**February 2017**

	Feb 17	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
Donations-K9	50.00	0.00	50.00	100.0%
Ordinance Fines	0.00	40,500.00	-40,500.00	0.0%
PA 302 Training-LEORTC	0.00	4,800.00	-4,800.00	0.0%
Parking Fees	0.00	4,600.00	-4,600.00	0.0%
Police Reports and Other Fees	472.28	0.00	472.28	100.0%
Police Services-Mundy	650,000.00	2,227,277.00	-1,577,277.00	29.2%
Police Services-SC	285,000.00	990,095.00	-705,095.00	28.8%
School Liason-CA	0.00	75,000.00	-75,000.00	0.0%
School Liason-SC	0.00	75,000.00	-75,000.00	0.0%
<b>Total Income</b>	<b>935,522.28</b>	<b>3,417,272.00</b>	<b>-2,481,749.72</b>	<b>27.4%</b>
<b>Expense</b>				
702-000 · Wages	111,543.43	1,676,644.00	-1,565,100.57	6.7%
702-100 · Overtime	7,174.46	105,000.00	-97,825.54	6.8%
715-000 · Payroll Taxes	9,261.92	136,296.00	-127,034.08	6.8%
716-000 · Health Insurance	20,882.47	258,922.00	-238,039.53	8.1%
716-100 · Retiree Health Insurance	0.00	100,000.00	-100,000.00	0.0%
716-200 · Vision Insurance	276.13	4,193.00	-3,916.87	6.6%
717-000 · Life Insurance	285.60	3,544.00	-3,258.40	8.1%
718-000 · Sick/Accident Insurance	1,163.48	17,464.00	-16,300.52	6.7%
719-000 · Dental Insurance	2,490.54	30,459.00	-27,968.46	8.2%
720-000 · Retirement Expense	719.03	304,765.00	-304,045.97	0.2%
721-000 · Workers' Compensation	4,212.60	50,632.00	-46,419.40	8.3%
724-000 · LEORTC Training	0.00	4,800.00	-4,800.00	0.0%
727-000 · Supplies	384.97	13,150.00	-12,765.03	2.9%
727-400 · Postage	76.80	1,000.00	-923.20	7.7%
732-000 · Fuel	3,573.53	56,000.00	-52,426.47	6.4%
733-000 · Uniforms	317.25	25,000.00	-24,682.75	1.3%
801-000 · Professional Fees	2,793.90	150,000.00	-147,206.10	1.9%
809-000 · Community Policing	102.42	1,000.00	-897.58	10.2%
815-000 · Training	0.00	9,170.00	-9,170.00	0.0%
860-000 · Travel	0.00	500.00	-500.00	0.0%
901-000 · Printing	929.45	5,100.00	-4,170.55	18.2%
920-000 · Utilities	92.11	42,266.00	-42,173.89	0.2%
921-000 · Telephone	334.60	15,850.00	-15,515.40	2.1%
930-000 · Repairs and Maintenance	1,416.58	27,280.00	-25,863.42	5.2%
930-100 · Equipment Repair & Maintenance	25.75	3,500.00	-3,474.25	0.7%
930-974 · Grounds	201.60	5,000.00	-4,798.40	4.0%
931-000 · Vehicle Expense	3,804.85	36,000.00	-32,195.15	10.6%
940-000 · Building Lease	0.00	47,100.00	-47,100.00	0.0%
955-000 · Misc Expense	0.00	1,400.00	-1,400.00	0.0%
958-000 · Tech/Email	8,465.55	73,423.00	-64,957.45	11.5%
960-000 · Dues and Subscriptions	85.00	31,515.00	-31,430.00	0.3%
969-000 · Insurance	8,231.38	104,299.00	-96,067.62	7.9%
970-100 · Equipment	0.00	76,000.00	-76,000.00	0.0%
<b>Total Expense</b>	<b>188,845.40</b>	<b>3,417,272.00</b>	<b>-3,228,426.60</b>	<b>5.5%</b>
<b>Net Income</b>	<b>746,676.88</b>	<b>0.00</b>	<b>746,676.88</b>	<b>100.0%</b>

Metro Police Authority of Genesee County  
Cash Reconciliation by Municipality  
For the Month Ended February 28, 2017

Beginning Bank Balance	\$	-
Deposits		935,000.00
Total Available Cash		<u>935,000.00</u>
Disbursements (AP and Payroll)		<u>(254,561.89)</u>
Ending Cash Balance	\$	<u><u>680,438.11</u></u>

Received from City of Swartz Creek	\$	285,000.00
Disbursements (\$254,561.89 * 30%)		(76,368.57)
Disbursements paid by Mundy Township (\$28,774.75 * 30%)		<u>(8,632.37)</u>
Remaining Funds	\$	<u><u>199,999.07</u></u>

Received from Mundy Township	\$	650,000.00
Disbursements (\$254,561.89 * 70%)		(178,193.32)
Disbursements paid by Mundy Township (\$28,774.75 * 70%)		(20,142.19)
Disbursements paid by Mundy Township		<u>28,774.55</u>
Remaining Funds	\$	<u><u>480,439.04</u></u>

Detail of Disbursements paid by Mundy Township:

February Health Insurance	\$	14,960.18
February Life Insurance-Admin		33.60
February Sick/Accident Insurance-Admin		120.65
February Vision Insurance-Admin		35.66
February Dental Insurance-Admin		135.11
February Retirement-Admin		719.03
February Wage-Admin		8,160.48
February Payroll Tax-Admin		624.28
Tech/Email-IT Right		3,208.33
Printing-Brady's Business		9.45
Vehicle Plate Fees-SOM		350.18
Grounds Maint-Ace Outdoor Services		201.60
Repairs & Maint-Krause Fire Equip		106.00
Repairs & Maint-Phoenix Pest		30.00
Repairs & Maint-Shred Experts		<u>80.00</u>
	\$	<u><u>28,774.55</u></u>

## New law would challenge Michigan's big box stores seeking lower tax rates



Menards on Jackson Road in Scio Township on Thursday, March 5, 2015. Melanie Maxwell | The Ann Arbor News (ANN ARBOR NEWS) (File | MLive)



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on March 21, 2017 at 4:48 PM, updated March 21, 2017 at 8:18 PM

Multiple municipalities in Michigan are uniting behind a state bill seeking to close the tax loophole that allows the largest retailers to reduce property taxes to the level of an empty building - despite still operating.

Some estimates say the losses to Michigan communities is about \$100 million since 2013.

House Bill 4397 would require the Michigan Tax Tribunal - when it hears challenges to local property tax assessments - to apply "standard appraisal procedures when reaching their findings of facts and conclusions of law in larger property tax cases."

ADVERTISING

The so-called "dark store" legislation was reintroduced on March 21, is sponsored by Rep. David Maturen, R-Brady Township, and it's backed by a bipartisan group of 54 House members.

A similar bill was introduced in 2016, and it passed the house by a vote of 97-11. However, it didn't advance from the Senate finance committee and didn't have a hearing.

It's an issue in Escanaba, where the city and Menards has been battling over an estimated \$8 million tax valuation, which was appealed to the Michigan Tax Tribunal in 2014. The tribunal decided with Menards, which said its open store should be taxed at a rate closer to \$3 million, based on the sale of closed "big box" stores around the state.

One issue, said Menards, is the obsolescence of the stores, which according to dark-store theory should be taxed as if they're vacant - due to the difficulty of repurposing them.

The Escanaba-Menards battle may be heard in Michigan's Supreme Court.

Meanwhile, the tax tribunal is hearing appeals from dozens of other retailers across the state. Files show that Menards, for example, has been through appeals in 20 communities.

"This really is an issue statewide," said Frank Walsh, manager of Meridan Township, east of Lansing.

Walsh said during a news conference organized by the Michigan Municipal League that his community is welcoming a new Costco store, along with the jobs its bringing. He said the store is investing in the community, which will be expected to respond with public services.

However, an anticipated request for a tax break - not based on the cost of the land or the construction value of the building, but of an empty shell of a warehouse store - puts all of the other township businesses that pay the assessed tax at a disadvantage.

"It's about fairness," Walsh said. "We're not asking them to pay more than their fair share."

Walsh's concern about Costco is not unfounded: Multiple appeals by Costco are on the tax tribunal's dockets.

One appeal from 2016 from Pittsfield Township, near Ann Arbor, shows that the retailer wanted its taxable value trimmed from \$6.8 million to \$3 million. The township and retailer reached an agreement to set the value at \$5 million, which was approved by the tribunal.

Other stores that have used the dark store theory on tax appeals in the state include Home Depot and Target.

"The 'Dark Store' theory has left communities throughout Michigan with an unbalanced property tax system that unfairly burdens small businesses and homeowners," said Judy Allen, director of government relations for the Michigan Townships Association. "Rep. Maturen's bill provides Michigan with a legislative solution that levels the playing field for all taxpayers."

However, getting the bill to pass into law is the next hurdle, said municipal leaders at the press conference. The state Senate, at this point, is not attuned to the issue.

But communities are vowing to press forward.

"We're going to take this fight as far as we have to go," Walsh said.

### **Tax dispute over 'dark stores' headed to Michigan Supreme Court**