

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, July 27, 2026, 7:00 P.M.

Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473

THIS WILL BE A HYBRID MEETING, WITH IN PERSON ATTENDANCE BY COUNCIL MEMBERS.

1. **CALL TO ORDER:**
2. **INVOCATION & PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
 - 4A. Council Meeting of July 13, 2026 MOTION Pg. 35
5. **APPROVE AGENDA:**
 - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
 - 6A. City Manager's Report MOTION Pg. 8
 - 6B. Staff Reports & Meeting Minutes Forthcoming
 - 6C. DLZ As Needed Services Proposal Pg. 47
 - 6D. CDBG Agreement Pg. 52
 - 6E. Towerpoint Proposal Pg. 58
 - 6F. BS&A Cloud Upgrade Services Proposal Pg. 80
 - 6G. Event Flyers Pg. 100
7. **MEETING OPENED TO THE PUBLIC:**
8. **COUNCIL BUSINESS:**
 - 8A. DLZ As Needed Services Renewal RESO Pg. 31
 - 8B. CDBG Agreement RESO Pg. 32
 - 8C. 8100 Civic Drive Tower Proposal RESO Pg. 33
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 33

Next Month Calendar (Public Welcome at All Meetings)

City Council:	Monday, August 10, 2026, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, August 11, 2026, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, August 13, 2026, 6:00 p.m. PDBMB
Fire Board:	Monday, August 17, 2026, 6:00 p.m., Station #2
Park Board:	Tuesday, August 18, 2026, 5:30 p.m., PDBMB
Zoning Board of Appeals:	Wed., August 19, 2026, 6:00 p.m., PDBMB
City Council:	Monday, August 24, 2026, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, August 26, 2026, 11:00 a.m., Metro PD

City of Swartz Creek Mission Statement

The City shall provide a full range of public services in a professional and competent manner, assuring that the needs of our constituents are met in an effective and fiscally responsible manner, thus promoting a high standard of community life.

City of Swartz Creek Values

The City of Swartz Creek's Mission Statement is guided by a set of values which serve as a common operating basis for all City employees. These values provide a common understanding of responsibilities and expectations that enable the City to achieve its overall mission. The City's values are as follows:

Honesty, Integrity and Fairness

The City expects and values trust, openness, honesty and integrity in the words and actions of its employees. All employees, officials, and elected officials are expected to interact with each other openly and honestly and display ethical behavior while performing his/her job responsibilities. Administrators and department heads shall develop and cultivate a work environment in which employees feel valued and recognize that each individual is an integral component in accomplishing the mission of the City.

Fiscal Responsibility

Budget awareness is to be exercised on a continual basis. All employees are expected to be conscientious of and adhere to mandated budgets and spending plans.

Public Service

The goal of the City is to serve the public. This responsibility includes providing a wide range of services to the community in a timely and cost-effective manner.

Embrace Employee Diversity and Employee Contribution, Development and Safety

The City is an equal opportunity employer and encourages diversity in its work force, recognizing that each employee has unlimited potential to become a productive member of the City's team. Each employee will be treated with the level of respect that will allow that individual to achieve his/her full potential as a contributing member of the City staff. The City also strives to provide a safe and secure work environment that enables employees to function at his/her peak performance level. Professional growth opportunities, as well as teamwork, are promoted through the sharing of ideas and resources. Employees are recognized for his/her dedication and commitment to excellence.

Expect Excellence

The City values and expects excellence from all employees. Just "doing the job" is not enough; rather, it is expected that employees will consistently search for more effective ways of meeting the City's goals.

Respect the Dignity of Others

Employees shall be professional and show respect to each other and to the public.

Promote Protective Thinking and Innovative Suggestions

Employees shall take the responsibility to look for and advocate new ways of continuously improving the services offered by the City. It is expected that employees will perform to the best of his/her abilities and shall be responsible for his/her behavior and for fulfilling the professional commitments they make. Administrators and department heads shall encourage proactive thinking and embrace innovative suggestions from employees.

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, JULY 27, 2026, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **July 27, 2026** starting at 7:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Amy Nichols, 810.635.4464, 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID** number (also provided below) when prompted using your touch-tone (DTMF) keypad.

Before a videoconference:

1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to “**Join via computer**” as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

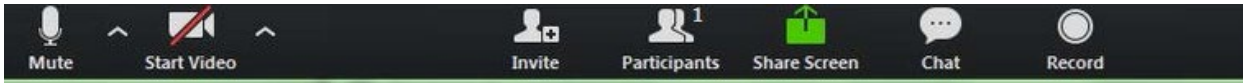
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

1. On your phone, dial the teleconferencing number provided below.
2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.
3. If you have already joined the meeting via computer, you will have the option to enter your participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera (“Start/Stop Video”)
- Invite other participants
- View participant list-opens a pop-out screen that includes a “Raise Hand” icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between “speaker” and “gallery” view. “Speaker view” show the active speaker.

The City of Swartz Creek is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: July 27, 2026 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/kz4Jb4etg>

If you have any further questions or concerns, please contact 810-429-2766 or email jforrest@cityofswartzcreek.org

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, the City Council General Operating Procedures, and other public board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic

public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.

6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the virtual application or by dialing *9 on their phone, if applicable.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member who reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF COUNCIL

The public shall be allowed to address a public body under the following conditions:

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.

4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.
7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.

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

Regular Council Meeting of Monday, July 27, 2026 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: July 24, 2026

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*

The timeframe for appeals is open. As of writing, we do not have any. Generally, values have been increasing at a rate that is obviously in excess of our taxable value rate adjustments. However, this may be slowing down, and businesses may look to explore appeals again.

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

✓ **2025-2027 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*

We met with the engineers to review project plans for Elms Road. With the prospect for more federal funding, it is possible, even likely, that this project will be a 2028 project instead of 2027. However, we are proceeding with design and potential bidding at this point as if it may still be a 2027 project. So far, pricing appears in line with expectations. The previous report follows.

We have commenced a preliminary request for congressionally designated spending (Senate) and Community Promotion Funds (House) to add necessary funds to our projects. As of writing, it appears this request is to be combined with the county application for funds to improve Maple and Elms near the Advanced Manufacturing District. If these funds are awarded, we will likely need to push construction to 2028 and/or 2029..

The new table that includes the timeline, federal funding, and total costs is below. For greater detail and context, see the January 12, 2026 council report.

Section	Repair Type	Beginning	End	Year*	Total Cost	Federal	Local
Miller	Concrete Repair	East Springpoint of Elms	475' East of Tallmadge	2028 (2028)	\$668,502	\$534,802	\$133,700
Elms	Asphalt Resurfacing	South City Limits	North City Limits	2027 (2027)	\$730,313	\$470,800	\$259,513
Miller	Asphalt Resurfacing	Morrish	Elms	2028 (2029)	\$1,287,581	\$747,384	\$540,197
Miller	Asphalt Resurfacing	Tallmadge	Dye	2028 (2029)	\$1,524,916	\$1,114,256	\$410,660

*Years in () are payment years.

\$4,211,312 \$2,867,242 \$1,344,070

✓ **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. Information from previous reports can be found in prior city council packets.

Intensive rehabilitation has been approved for Church and Frederick Streets. We do not have a timeline for commencement yet. In fact, the contractor is leaning towards a request to push the project into spring of 2027 at the provided pricing. I will make sure the council is aware of options and can assess whether to permit this delay or choose another path.

Crack fill pricing is approved for 2026, and we plan to cover the entire city. Road markings will follow. This process should commence in one week's time.

The previous report follows.

Recent reports indicate that several Michigan tax revenue sources intended to support the new road funding package are performing below original projections. In particular, marijuana tax revenues appear to be significantly lower than anticipated. Because local road agencies, including cities, receive funding after other allocations are made, any shortfall in overall collections can have a disproportionate effect on the amount ultimately distributed to local governments.

At this point, I do not believe there is cause for alarm, but the revenue trends warrant close monitoring. If collections continue to fall short of projections, the anticipated increase in local road funding may be substantially reduced and, in some scenarios, local agencies could receive little or no net benefit from the program. Some analysts and commentators have questioned whether the original revenue estimates were overly optimistic, suggesting that projected collections may not have been fully aligned with actual market conditions.

Until more data becomes available, it would be prudent to view future road funding projections with caution and avoid relying on the full anticipated increase when making long-term financial plans.

Road cores are being ordered up per the proposal approved on March 23rd. This will provide valuable information regarding road and road base profiles, which will be used to provide rehabilitation options for many major and local streets. We are going to ensure the filling of the core holes is done properly.

✓ **I-69 MDOT WORK (No Change of Status)**

There was a pre-construction meeting on March 9th, and there are progress meetings twice a month. We have been told that Elms shall be subjected to a hard close for three days in early April, but the roads have remained open so far. Traffic is noticeably higher, especially on Miller Road, west bound, but it is manageable.

It appears MDOT is going to be with us until the end of 2027.

-The scope of work includes various levels of restoration of all bridges from Elms to I-75. This does include the Elms and Miller overpasses

-Closures of some of the Morrish and Miller interchanges are proposed for 2026. It appears this includes all east-bound Miller traffic and east-bound Morrish on-ramp only. The approximate date and duration is not known.

-The Bristol Road interchange is to be closed for some or most of 2027, with all traffic being directed to the Miller Road ramps in the city.

-No ramp surfacing, highway surfacing, or expansions are proposed.

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

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

Dependable has started working in the city. This work only includes the original ~3 miles of pipe that were approved. The mobilization fee to work in the back yards of the Village needs to be agreed upon prior to engaging the rest of the work. However, it appears they can return this fall to inspect another seven of the approximate fifteen miles of collection line this fall without doing so. The previous report follows.

Based on the projected budget, we are going to look to expand our 2026 program from ~3 miles of inspections (1/8th of the 24 miles), to include the entire system not yet cleaned or inspected (televised). We expect this to cost an additional \$300,000 plus a Winchester Village mobilization/access charge to work in the rear yards. This has not been negotiated yet.

The previous report follows.

The following work is approved for 2026. The contractor agreement has been executed and we await a timeline for commencement.

2026 Sewer Cleaning and Televising

Sewer Section	Footage
Otterburn Heights	
Jennie Ln	1657
Yarmy Dr.	1079
Abbey Ln.	872
Total	3608
Bristol Rd. 7335 West to Elms	3587
Total	3587
Parkridge	
Parkridge to Elms	2461
Hickory to Parkridge	426
Birch to Parkridge	417
Mountain Ash to Parkridge	412
Red Oak to Parkridge	403

Locust to Parkridge						403
Silver Maple to Parkridge						343
Total						4865
East Entrance to Kroger						277
Total						277
Springbrook East						
Alex Marin to Russell						393
Lindsey to Russell						558
Russell from Alex Marin to Kroger Dr.						716
7260 Lindsey to Russell						860
Kroger Dr. to Miller Rd.						506
Maya to Miller						1378
Maplecrest Circle						186
Total						4597
2026 Total						16934

This is an ongoing program in which the city cleans and inspects about three miles of collection system each year, over a six to eight year cycle. Areas that require additional attention will be noted during the inspection and included in a rehabilitation or replacement program. With most of the 1950s era clay pipes already lined, we are not coming across many areas that require lining or replacement.

See the January 13, 2025 report for historic and conceptual details regarding the city's eight year inspection program.

✓ **WATER PLANS** (*No Change of Status*)

Our water Risk and Resiliency Study draft is complete. OHM will look to submit this to the state this month. In addition, we have taken a first look at the water system dashboard, which is the online information depository that will be the basis for our master plan. We are pleased with the data provided, our progress on the system, the modeled system function, and the recommendations for 5 and 20 year improvements. In short, the city is in a good spot, and there is not much, if anything, that will require investment in the coming years.

In addition to all of the water plans that are currently in the works, we will need to assess the water tower again in early 2027. We have been conducting an inspection every five years as a best practice to ensure structural safety and preservation. I expect to have a proposal before the council in the fourth quarter of this year.

The previous report follows.

OHM is working on the water plans and studies that are required by EGLE and the EPA. These include the Water Reliability Study (WRS), General Plan, Asset Management Plan (AMP), Emergency Response Plan (ERP), and Risk and Resilience Assessment (RRA).

The RRA should be done around June 1 (complete), with the ERP to follow those findings. The current findings for the WRS modeling are resulting in some additional field work. Work on this and the AMP will continue independent of the RRA/ERP and result in the practical guide to water system improvements in the coming years.

✓ **SEWER ASSET MANAGEMENT PLAN** *(Update)*

We have three flow meters that are being installed to measure actual flows in our sewer districts. This will help plan any future expansions and to track inflow and infiltration. We affirmed that our first round of monitoring in districts 1, 2, & 4. This includes a Miller Road connection to the interceptor that includes Heritage Village to the north; the Elms Road connection that includes the commercial area at Miller; the First Street connection that includes Morrish and parts of downtown and the raceway. These meters will be available for three years and are expected to be relocated multiple times. As of writing, districts 2 and 4 are installed and sending data. District 1 is expected to be installed within a week. The previous report follows.

DLZ has added much detail to our GIS system. We are now at a point in which we are troubleshooting some anomalies or inconsistencies in the mapped data. We are doing so with field work. In addition, we expect them to be able to produce the first system-wide maps that indicate lining and inspection data, which will be very helpful in assessing the system and optimizing ongoing maintenance.

After mapping of the system if found to be accurate, DLZ will proceed with documenting a 20 year asset management plan. This will include a redistricting of our system based on system changes over the last twenty years. The document will also make a determination of theoretical flows based upon changes to the system since the last districting process.

For complete details on this topic, see the June 23, 2025 report.

✓ **SEWER INFLOW MITIGATION** *(No Change of Status)*

As an alternative to removing individual footing drains as a means to reduce peak sewer flows during storm events, we have approached the county about the installation of an underground storage tank that could essentially function like a stormwater detention pond for our sewer. They are open to this idea. If we can create a concept that would store enough liquid during peak times, we might be able to manage all of our peak storm flows with one project instead of 100s of individual footing disconnects. The previous report follows.

We may pause proceeding with the program as it relates to financially supported footing drain disconnects. At the last Water and Wastewater Advisory meeting, we learned that the treatment costs and penalties relating to the 2025 storm events would likely only amount to \$1,000 to \$6,000 in charges to the city.

The good news is that this level of charges/penalties is extremely small. The other ramification is that, with footing drain disconnects estimated to average around \$10,000 each, it is difficult to justify a program that actively funds the disconnection of these from the system. We will spend the winter months working with the county to explore more

options. See the October 27, 2025 packet for greater details on the purpose and methods or our potential program.

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

We will be conducting live amendments to our GIS database during hydrant painting/work. The previous report follows.

Giant has been authorized to sand blast and paint 125 hydrants, about 1/3 of our system. This should cover the hydrants missed by the previous contractor and those that have demonstrated immediate rusting. If necessary, we can look to continue with the painting of hydrants on an annualized and incremental basis moving forward.

Their anticipated start date is August 17th.

✓ **GENESEE COUNTY WATER & SEWER MATTERS** *(No Change of Status)*

The Drain Commissioner gave a verbal update at the Water and Waste Services Advisory Committee meeting on May 20th related to the storm impact from April 3-5, which totaled up to 5" of rain in some areas. They indicated that they were able to process about 75M gallons per day (up from 50M gallons per day for such storm events). However, they experienced about 150M gallons per day demand on the system, which means that half of the flow (mostly rain water) was treated as wet weather flow.

The good news is that they were able to manage the system without backups or spills, despite the Swartz Creek and others being out of their banks. The bad news is that the state may look to discontinue their permit to treat excess water as 'wet weather flow.' This would mean that the county would need to find storage capacity for that excess water and treat it like they do normal sewer. We are told that this storage would cost about \$2 per gallon. The math makes this cost very painful.

They will be advocating a position against this with EGLE based upon data. They indicated that of the 4,000 testing points for treated sewer effluent, they are in parameters for all of them for dry and wet weather flow. We shall see what the state determines. If they allow wet weather treatment to continue, I am confident that we have a regional system that can manage 50 year storm events (such as the most recent one) without damage to property, the system, or the environment. If the state disagrees, the regional will look to invest 100s of millions to provide storage.

The county still intends to present some data as it relates to wet weather flows in specific areas (like Swartz Creek City). Using the same metering methods as our community, they are going to report how communities fared when it comes to inflow and infiltration (I&I). This information will help us plan for future I&I activities, potential added charges, and system constraints.

Our surface water monitoring and permit agreement with the Genesee County Drain Commissioners office is expected to expire this year. We were told to expect a renewal agreement in the coming months.

The previous report follows.

In other news, we learned that EGLE may be requiring salt monitoring and removal from the treated system. WWS takes issue with this because only a very small fraction of salts are placed into the river from the treated water supply. Most of the salts that wash in during winter and spring months are from streets and parking areas that are washed clean of ice melting salts. We are told that private salt application is up by a factor of four because of a recent court decision that overruled Michigan's standing "Open and Obvious" defense for slippery surfaces in winter. This is pushing many retailers and property managers to make 'always black' parking lot salting the norm (oversalting). The previous report follows.

We will not be getting any water or sewer rate increases from the county in 2026. However, early indications are that sewer rates will go up in January of 2027. This rate jump will likely be substantial because the county passes five-year rates as a standard practice. This results in front-loaded budget surpluses in the early years and deficits in the later years for the county. The upside is stability. The downside is that we experience larger incremental increases.

I am hopeful that, depending on our findings with our sewer inspection program, we will be able to absorb much of this increase into our existing budget, which is functioning well in the black.

The county also informed us that state legislation for water affordability is back in the Senate. I strongly oppose this legislation, which we have reviewed in the past. In short, the legislation would prohibit water shut offs and fee recovery assessments in incidents of non-payment OR it would require the city to charge between \$1.25 to \$3.00 per account per month so the state could redistribute those funds to users that qualify for assistance. This scenario also greatly limits, if not practically eliminates, water shut offs as well.

Our staff and most municipalities are strongly opposed because this state program would use local units to collect funds as the state directs to support wealth redistribution between customers and between municipalities. It also would greatly limit, if not prohibit, collection of overdue accounts through assessment or shut off, which we believe would ultimately destroy the long-term solvency of our water utility.

I have detailed this legislation and its impact in previous reports. If movement continues, I recommend we revisit this. For the time being, my understanding is that the House is not likely to pass this.

See prior reports (May 28, 2024) for updates on PFAS. At a meeting of the WWS Advisory Committee in December, it was again stressed that there is not a good solution for PFAS effluence. The county may be forced to devise a plan for incineration as land application and landfill disposal becomes more problematic. This could result in future added costs.

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

Another privately owned lot is having a new home built. The water service could not be located, so the city provided one at our expense.

The city also has two more lots that were acquired through the tax reversion process. There is interest by the builder to proceed with acquisition and construction. In addition, the association manager reached out about permitted designs and builders for the subdivision. There could be renewed interest in some building. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

Though the city cannot retain funds in addition to expenses for these lots, we are still expected to sell them at market value. Listings in Heritage for vacant units are \$10,000-\$12,000, and none of them are moving. I propose a price of \$10,000 for each lot. If there is no objection, I will bring this back to the council for the first step of the sale process.

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

The summer newsletter is out. Let me know if you have comments.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** (*See Individual Category*)

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city. Many of these briefs are covered in more detail elsewhere in this report

1. We met with the owner of the **Raceway** and the Genesee Economic Alliance on December 3rd to explore the potential of the site for reuse. There is potential for economic development funds from third parties to be used to prepare the site for future uses. This might include further environmental, topographical, or planning studies.
2. **Street repair in 2026.** Frederick and Church are to be rehabilitated this summer. We also have some repairs to do related to winter water main repair. Crack filling should be complete in July, with pavement markings to follow.
3. **(Update)** The **Brewer Condos** project submitted an incentive application to complete the remaining twelve units. The DDA review committee met on June 9th with a generally favorable view of the application. Further deliberation with the applicant occurred on June 24th. The full DDA board will then deliberate the matter, likely on August 13, followed by a city council review. Filed documents indicate that they have until early 2027 to continue.
4. The current phase of **Springbrook East is substantially complete.** We did not get the easement dedication for the street and utilities to the council in time for the state deadline. We still need proper survey instruments and affirmation of the ownership, which we have been seeking for many months. The homeowners association has taken concrete steps to resolve these issues, including the retainage of FSE. Mr. Vertie Brewer with the HOA is very competent and determined.
5. The **southwest corner of Elms & Miller** was seeing some increased activity. I have not heard anything in many months, and I see much of list area listed as a combined sale for ~\$1,900,000.
6. **Park Projects.** We have a signed agreement for construction services for Otterburn, and have been given the notice to proceed. We expect pickleball court expansion at Elms and numerous maintenance updates at Abrams, including a new

drinking fountain. We are working with the historical society on new interpretive signs for some of our park facilities.

7. **New Businesses.** The former Trecha Building on Holland has sold and is for lease. The downtown bookstore is open! The property across from Gil-Roys in Clayton continues to gain new activity. I met with two commercial property representatives in May. One is looking to expand an office, the other is looking to construct a small building.
8. **(Update) Mundy Megasite (Advanced Manufacturing District).** Another offer was provided to the schools to sell Morrish Elementary. The school did not accept this offer. The Genesee Economic Alliance maintains efforts to find a user and continues acquisition and demolitions. Multiple parties are seeking to improve and increase capacity for Maple Avenue and Elms Road through specific state and federal funding plans. This might include the city's portion of Elms, south city limit to Miller.
9. **(Update) The Holland Square** order for the primary structure has been placed, and J.W. Morgan is working onsite. We expect some change orders, with increases to accommodate footing requirements that the architect discovered just recently, as well as the expected lumber cost increase. This will also require replacement of the surface under the structure, which is something the DDA desired from the beginning. This will certainly eat into the contingency of the budget. However, fundraising is significantly better than expected as well. The DDA is having final design of the lighting and sound done for phase II.
10. **(Update) Wayfinding & Branding Signs** are in both the city's and DDA's budget. We should see some strong movement on this in 2026 and 2027. Jacob has put together a comprehensive pricing package from three vendors that the council reviewed and approved (see below). If approved by the DDA as well, a procurement plan of specific signs and purchasing will follow.
11. The DDA has an active committee to consider a **Social District**. They have a steering committee, which met on June 1st and June 23rd. If you have concerns, please make me or the committee aware so they can be addressed early in the process.
12. **(Update) Old Methodist Church** abatement is complete. I am exploring brick restoration options. It appears that the MEDC will cover designs costs to create a scope of work and bid specs.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

The MEDC is likely to fund design and bid specifications for masonry work at the church. This program is still a staple in our development tool box. Though the future of the program may be somewhat in doubt because of legislative and other action, they remain a great partner.

✓ **CDBG (Update)**

This project has concluded and final reporting has occurred. I will look to remove this section from future reports. The previous update follows.

B.P. Surface Solutions LLC, was awarded the concrete bid for the amphitheater improvements. They bid \$12/a square foot (\$16,800). The CDBG budget is \$24,633 so we worked with the Fine Arts group to expand the drop off circle to 2,001 sf (\$24,012). The work is complete and paid for. We will look to close the project with the county.

This project is being done in partnership with the Swartz Creek Fine Arts Association to develop a design and bid to complete work related to an ADA drop-off and viewing area.

✓ **OTTERBURN PARK (Update)**

We received notice on June 2 that HUD is going to release funds. Our engineer is seeking some updates to our contractor's timeline and insurance. Then we can issue a notice to proceed and get this project underway!

We have hit yet another snag though. It appears the pavilion materials are a 2-3 month order and the pre-fab bathroom is a 10 month order! With that said, We are looking for substitutes that will allow us to proceed with change orders this summer/fall. If not, we do have the ability to construct in 2027 and still comply with the DNR grant. We would prefer not to drag this out if we do not have to though.

The previous report follows.

The city accepted the low bid from Glaeser Dawes in the amount of \$574,025.15. The DNR has provided a notice to proceed. However, we are holding our notice to proceed for the contractor until we can verify that HUD funds are delivered to Genesee County Parks. Mundy Township and Grand Blanc Township, as co-recipients of the same funds, are in the exact same position. The previous report follows.

We have sufficient funds from the DNR, HUD, and donations to cover all proposed construction expenses. Preliminary and construction engineering services have previously been approved and budgeted by the city.

The water service and sewer services have been installed.

The project now includes a pavilion, restrooms, a path, bike station, gates, sign, and ADA parking. The estimated total cost is close to \$600,000. Our grants include \$283,000 from HUD and \$290,000 from the DNR, in addition to donations. This concept includes all original work items, excluding the disc golf and sledding hill (now complete), as well as a secondary pavilion on the far north side of the site, which is not affordable.

✓ **WAYFINDING PROJECT (Update)**

Both the City and DDA have set funds aside to move forward with community-wide branding and wayfinding signage in 2026 and 2027. Jacob has taken the lead on compiling a pricing scheme for the sign family from three different sign vendors. This was included in the July 13 packet. The council approved Signature Signs for fabrication of signs at the July 13 meeting. The DDA will also consider this program at their next meeting, which is expected to be August 13th.

The cost for the signs as proposed and illustrated is estimated to be \$88,858.80 as split by the city and DDA. Again, this does not include many components of the master sign plan (monument signs and civic campus signs), but it will conclude the bulk of all wayfinding needs until existing signs require replacement (city offices, Elms Park, etc.).

Please see the consultants original design work [here](#) and the original sign location plan [here](#).

✓ **SOCIAL DISTRICT** *(No Change of Status)*

The DDA formed a steering committee to create a draft social district program for downtown Swartz Creek. This will be presented to the DDA and city council, with the intent to move something forward, at least on a trial basis. The committee has recommended a plan that they believe offers the best options for hours of operation, rules, and procedures. Overall, they were highly in favor of having a district.

The DDA was expected to consider the social district plan in its entirety at their July 9 meeting, but this was cancelled due to a lack of quorum. If you have concerns or input, please look to engage with DDA, or myself sooner than later so the group can adjust accordingly!

The park board, at their June 16 meeting, voted to support including Bicentennial Park in the common area. The previous report follows.

With Bella's Book Nook due to open soon and the Pergola at Holland Square coming in 2026, the DDA is going to revisit this issue, likely at their May meeting. The April 13 packet included an article that illustrates how Davison is approaching this. You will notice how the days, times, and geography can all be controlled. In addition, many allowances can be limited to sanctioned events. Please share any thoughts or questions on the matter. The prior report follows.

The DDA had a discussion about the potential for a social district in the downtown area. There is some potential for this to have a positive impact by attracting events and visitors to encourage commerce and desirable activities in the community. There is also the potential for this to generate undesirable nonsense, bad behavior, litter, etc. The DDA did not act on this. They intend to independently consider how a district might impact the community, be received by the residents, and support businesses. See the April 8, 2024 packet for more details.

✓ **HOLLAND SQUARE CROWDFUNDING PROJECT** *(Update)*

We met our fundraising goal, lumber is on its way, and J.W. Morgan is working onsite!

We expect some change orders, with increases to accommodate footing requirements that the architect discovered just recently, as well as the expected lumber cost increase. This will also require replacement of the surface under the structure, which is something the DDA desired from the beginning. This will certainly eat into the contingency of the budget. However, fundraising is significantly better than expected as well. The DDA is having final design of the lighting and sound done for phase II.

See the February 23, 2026 packet for prior project details.

✓ **SPRINGBROOK STREET DEDICATION INQUIRY** *(No Change of Status)*

Resurfacing of Cross Creek Drive has occurred. Our engineer conducted many inspections, recommended specific repairs, and documented the work. The HOA was

great to work with and altered their plans during construction to ensure road base issues were addressed.

The previous report follows.

The HOA was not able to meet on May 13th as planned, but was able to convene on May 20 to discuss next steps. It sounds like they are desirous of taking formal steps to consider city ownership of the streets. I recommended that they send a written request to the city council, signed by the homeowners association, that indicates their conceptual terms and conditions for such a potential transfer. The council can then review this and decide if and how to proceed. The previous report follows:

I met with the HOA street committee on February 24th and March 24th along with Councilmember Spillane. The group is proceeding with rehabilitation of Cross Creek, using the best practices recommended by our engineer. They are also interested in continued in-kind services during final planning and construction to ensure project quality. If the city is still open to taking these streets, I recommend this support be given to ensure the assets are optimized.

Beyond their 2025 work, there is still much discussion, and I do not see this moving forward very quickly. They have a lot of questions about winter maintenance, solicitation control, sidewalks, and costs. The previous report follows.

The HOA completed three cores on Cross Creek Drive to better understand the pavement cross section that is there. It appears the road is generally built of 10" thick asphalt on clay instead of 5" asphalt on 10" of aggregate. Leadership from the HOA met with our engineers and staff to go over the implications of this finding on January 21st.

For the time being, they are taking the informal advice of our engineers and adjusting some of their plans for the 2025-2026 construction years. Though there is not any further movement towards a potential street transfer, they appear to be proceeding with street maintenance and rehabilitation in a manner that would meet city standards.

I expect to be meeting with the group regularly moving forward. See the October 14, 2024 report for all the details of this request, as well as a historical and contextual narrative.

✓ **GENESEE COUNTY FORECLOSURES** *(No Change of Status)*

The Genesee County Land Bank has taken possession of Wade Street property. Some of us were able to tour the site on April 21st. While the building appears to be structurally sound (floor, most of the roof, walls, etc.), we believe a massive amount of work (funds) would be needed to bring this building into a state of environmental and code compliance, even for storage.

I am following up with other Land Bank contacts regarding the potential for a demolition or sale, to us or another party. They were initially unresponsive. After some political prodding, I received a trio of calls from the Land Bank the week of May 11th, indicating that they would respond to our inquiries. Since then, we have been asked to submit an offer form. We did so with the understanding that there is not a committed offer, and they require this

as a formality to proceeding with discussions. We have not heard anything of substance from them since.

I have lost nearly all confidence in the Land Bank to properly administer this site from an environmental, maintenance, or sale/disposition perspective.

Despite this, we will continue to seek environmental information and to work with the Land Bank for a future use strategy. Based on prior discussions, we are working with neighborhood stability being the top priority (noise, appearance, contaminants from the site). Potential use by the city is also a priority. Potential use/taxes by a third party comes in as a lower priority.

✓ **PARKRIDGE DRIVEWAYS** *(No Change of Status)*

We should get full compliance on this issue. One owner that met this action in court has agreed to a consent judgement to correct the issue. The remaining owners have done so voluntarily or are on voluntary timelines for compliance. See the September 22, 2025 packet for full details.

✓ **CONSUMERS ENERGY FRANCHISE** *(No Change of Status)*

I cannot describe how little cooperation we are getting from Consumers Energy. The actions of the company, inconsistencies in what is communicated, and lack of accountability are so extreme that one questions if it is being done on purpose. I cannot fathom an organization being so poorly run in concept, but it is happening in real time. It is getting worse.

With that said, they finally responded to our request to reimburse the city for the Hill Road damages that occurred last November as a result of a CE gas crew excavation. They place the fault with the city for not marking the water lines properly. However, they still indicate a desire to split the cost.

I have instead directed Chris Stritmatter to prepare a claim for the Michigan Public Service Commission and a court of jurisdiction (if appropriate). While the cost of this specific matter is important, I believe it is more important to disrupt the pattern of behavior from CE in which they deny fault and place blame elsewhere for all (or nearly all) right of way conflicts. As such, I believe the breaking of this cycle as the norm has immense value to our community and all similarly situated communities in Michigan.

In short, our repeated attempts to normalize a relationship with CE based on shared responsibility, respect for assets, prompt communication, and fair expectations has fallen short. I do not see the situation improving and the results drain our staff time, financial resources, and ability to efficiently use the city's right of way. I will work with the city attorney to pursue an improvement in the relationship. I will also look to liaise with area municipalities and Protec to further advocate for institutional changes to the treatment of right of ways. If council members wish to discuss this further, please let me know and we can add this as a discussion or business item at any time.

Note that CE did reach out on July 9 to further discuss the specific issues and to hear concerns about the larger pattern of behavior. I have no reason to believe this will meaningfully alter the partnership at this time.

The previous report follows.

As our attorney reviews their request, we have actually had some difficulty with CE. Notably, their crews hit a marked water service and culvert on Hill Road this winter, which we repaired at a cost of over \$25,000. I have been having discussions with CE about this specific issue (seeking reimbursement), as well as the issues we face in sharing utility corridors with CE in general.

The previous report follows.

The franchise agreement that the city has with Consumers Energy to set the terms and conditions under which they provide electric and gas service in the city expires this year. They have requested to renew this, and I have our attorney's office reviewing that request. I am seeking to ensure we have the most favorable terms as it relates to ensuring proper service to residents and to ensuring appropriate use of our right of ways.

✓ **CONGRESSIONALLY DESIGNATED SPENDING** *(No Change of Status)*

Our project has been consolidated into a matching application for the previously mentioned Build Grant that the Genesee County Road Commission is pursuing to improve Maple Avenue and Elms Road. Subsequent and amended applications have been submitted. It appears the combined projects are listed as fundable in congressional reports, but the amounts are lower. I will keep the council informed. The previous report follows.

I have submitted a preliminary request to Representative McDonald Rivet's office for Community Promotion Funds. These are the funds that our elected officials can often look to provide through established federal programs, such as the HUD funds for Otterburn. In the Senate, they are referred to as Congressionally Designated Spending.

I believe our best and most fundable project is the road work for Miller and Elms Roads. This set of projects is partially funded already, has regional impact, is very visible, and is nearly shovel-ready status. Because of the proximity to the Advanced Manufacturing District, this submission should carry some positive weight. We will likely be working with Senator Peters as well so that there is a working advocate in both the Senate and the House.

✓ **REGIONAL TRAIL PLAN** *(No Change of Status)*

I met with our recreational engineers (Rowe), as well as the Genesee County Metropolitan Planning Organization. We will continue conversations to best understand how situate our community to expand our priority recreational network, starting with the segment from Miller/Elms to downtown, along the creek. The previous report follows.

A few months back, I reported that our creek trail (Elms to downtown) was noted as a relatively high priority regional trail for the region in their new plan. Given our current commitments for recreational spending and grants, we have not elevated the acquisition of easements or design for this segment based on that alone. However, the Mott Foundation announced \$25M in funding for this trail plan, with apparent commitments for additional funds in the future.

This is huge. If the city can work with grant funds to support much of the trail, we may be able to move this quickly and without the known obstacles of dealing with federal funds. As such, I have started conversations with Rowe PSC regarding preliminary engineering. I also have reached out to one of the more prominent land owners along that route to set the table for easement discussions.

This project could move quickly or not at all, but we will be prepared for those scenarios and all the space in between. I will keep the council informed.

✓ **GAINES FIRE DEPARTMENT (Update)**

Chuck Melki, who represents Gaines Township in some regards, approached the Fire Board on July 20th about shared fire services. An exploratory meeting is set for the 27th with the chief, Rae Lynn Hicks, Chuck Melki, and Tom Spillane to discuss the matter. The original report follows.

The Gaines Township Fire Department is going through a period of transition that is stressing their resources. Recently, the township board hired a new chief, and this apparently resulted in many resignations. My understanding is that the department is still staffed and functional, operating with 8-10 members (SCAFD operates with about 25 in recent times).

Recent events have resulted in a lot of political statements, social media chatter, and so on. Notably, statements have been made that Gaines Fire is no longer responding to calls and SCAFD is doing everything. Chief Plumb assures me that this is not the case. Gaines is still deploying for runs, and our department backs them up through automatic mutual aid (AMA) as necessary. Given the circumstances, this has been more frequent in recent months due to staffing anyway (SCAFD was deployed to a brush fire in Gaines because only two members were able to respond BEFORE the resignations).

Moving forward, Chief Plumb is focusing on meeting AMA obligations and separating his staff, the department, and our communities from the political currents of the situation. However, some officials from Gaines Township have reached out to myself and Chief Plumb, and they indicate that there may be an official interest petitioning Clayton and Swartz Creek to expand the fire board to include Gaines Township.

Procedurally, any discussion about providing contractual services or expanding the authority will be a decision by Clayton and Swartz Creek at the legislative level. I recommend the fire board and city remain as observers only until and if a formal request for such service or inclusion is received from the township (village). If such a request is received, I DO recommend that the city work with Clayton to consider this as a serious option that could provide enhanced fire service for all three communities.

Chief Plumb's initial finding is that the potential to contract services to Gaines in the interim and to evaluate the potential for board expansion are very feasible. If township leadership in Gaines pursues this, our communities could begin to explore shared services while under a short term service provision agreement, with final findings available in about 12-18 months.

Some additional notes to consider: Gaines used to participate in the department but withdrew years ago. Consolidation has many benefits, especially with lower paid-on-call participation than ever before. The politics of the current situation may or may not have the requisite degree of permanence. Gaines Village apparently contracts with Gaines Township and will require representation at some level.

I will keep the council informed.

✓ **WEB CONTENT ACCESSIBILITY GUIDELINES** *(No Change of Status)*

The Department of Justice (DOJ) has adopted new accessibility requirements under Title II of the Americans with Disabilities Act (ADA) that apply to local government websites, mobile applications, and other public-facing digital services. Communities with populations under 50,000, including the City of Swartz Creek, must comply by April 26, 2028.

The new rule requires public-facing digital content to meet the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard. This includes City websites, online forms, payment portals, agendas and packets, downloadable documents, and other digital services provided to the public.

If you are not familiar with WCAG, please watch this [video](#). These guidelines are put in place to enable web users with disabilities to access content and services. Primary examples include the need for a screen reader to be able to read all text and describe imagery to a blind user, or for meetings to include closed captioning for a deaf user. In practice, this would mean that our budget book and council packets would have to be formatting appropriately in word for reading, each image or graph would need to contain an embedded description, and scans of any content would need to be converted to digitally readable and describable content.

These document and form augmentations are not something we currently provide. We are not alone and are probably better situated than most comparable cities because of our new website, reliance on Formstack, and digital document creation techniques. While certain limited exemptions exist for archival records, older social media content, and some third-party materials, the majority of City-provided digital content will be expected to meet accessibility standards.

Staff's initial review indicates the City's website was redesigned with accessibility considerations in mind; however, accessibility of PDF documents and other posted materials will require additional attention. Given the volume of agendas, packets, reports, and historical records maintained by the City, compliance efforts may require significant staff time and/or software solutions to ensure documents are properly formatted and accessible.

Over the coming months, staff will continue evaluating current practices, reviewing available compliance tools, and identifying any budgetary or operational impacts associated with implementation. While this sounds daunting, I suspect third party AI tools and services will greatly assist in enabling implementation and/or allowing end users to garner accessibility themselves (e.g. AI is becoming more advanced and will likely be able to interpret old scans, text, and images without additional interpretation or formatting). We

will start with ensuring our primary vendors are compliant and look for conversion tools from existing providers, such as our online ordinance codification service.

Additional updates and recommendations will be provided to Council as more guidance and resources become available.

✓ **OATH OF OFFICE LEGISLATION** *(No Change of Status)*

The state has passed legislation that alters the term start dates for local councils. This will have the effect of extending current terms and delaying the start of new terms for the coming election cycle in November. Where our newly elected officials typically take office at the meeting following the election, the state law provides that such terms will now start after the 1st of December.

In addition to extending the current terms, this will also result in the extension of appointed board and commission positions that are typically proposed by the Mayor at the second November meeting. I am including some correspondence with the city attorney on the proper procedure for managing these term extensions, as well as a statement by the Michigan Municipal League (below).

“Following overwhelming bipartisan support, Governor Whitmer signed the long-awaited Oath of Office legislation. HBs 4358–4359 and SBs 240 and 241 are now Public Acts 17-20.

Together, the package addresses a conflict between state law and some municipal charters because of Proposal 2 implementation. Clerks must account for ballots that come in six days following an election and as a result, municipalities with language in their charters requiring newly elected local officials to be seated the week following an election would be doing so prior to actual certification.

Public Acts 17-20 are intended to create a more uniform term start date and ensure that elected officials are not sworn in until voting results are certified. Specifically, term start dates are to commence no earlier than 12 PM on the first day of the month following an election.

The legislation has no impact on municipalities that already seat their officials on or after this date. No municipal charter amendments are required.” -Dave Hodgkins, MML

✓ **BS&A SOFTWARE UPDATES** *(Update)*

I am including the proposal and printed presentation from BS&A as it relates to their cloud computing model (software as a service). As expected, the total onboarding cost is over fifty thousand dollars (\$54,000), with annual fees being \$49,460 (increasing at 3.5% annually for five years). This brings the first full year operating and onboarding to \$103,460. Note that they do provide for flexible payment terms so that municipalities like ours could spread some of the financial burden across three fiscal years.

As noted, I do not see a viable alternative for the time being. I will be recommending council approve the transition in the very near future. After speaking with all department heads, we would like to set April 1, 2027 as the transition commencement date. Please let me know if you have any questions. I will take the next couple weeks to see if there is a price

reduction for payment in full, as well as to see if the onboarding costs are negotiable. The previous report follows.

Our office, like most municipalities on Michigan, operates largely off of a proprietary set of software programs offered by BS&A. This platform is hosted locally on our server and is serviced by a company out of Bath, Michigan. The modules that we use include cash receipting, utility billing, payroll, timesheets, assessing, building, general ledger, accounts, payable, fixed assets, tax, delinquent personal property, miscellaneous receivables, and purchase orders.

Currently, we pay an annual subscription for these modules. In total, this is about \$12,500. Moving forward, BS&A will stop supporting this platform in favor of a cloud-based system that integrates all of these services into a single platform. This is expected to occur towards the end of 2027.

The transition to BS&A cloud has been ongoing, with about 1/3rd of municipalities in some stage of onboarding. We have been observing this to gauge the operability of the platform, the smoothness of the transition, and any other options that may exist.

We sat down with BS&A on July 6th to go over our options. Conversion to the cloud system is expected to result in a one-time migration and training fee of \$50,000. Annual subscriptions are expected to increase to \$45,000, with automatic 5% annual adjustments.

We are not pleased with this change in pricing. In addition, we have heard some mixed reviews about operations. While the cloud will enhance field operations and improve security/redundancy, it appears to slow many routine tasks.

Our options are limited. While many platforms exist for common functions like payroll and utility billing, there is literally only ONE platform approved by the state for assessing, and that is BS&A. So, yes, we are quite literally facing a monopoly. While we may be able to divide our software platform, we will be stuck with BS&A for some functions.

Our plan is to tentatively look to migrate to the cloud in April and May of 2027. We do not wish to wait until migration is forced, nor do we wish to migrate during high demand times like winter assessing or summer tax/auditing. This WILL result in a budget amendment and added costs for this service moving forward.

I will be checking on alternates for some or all services. Like many decisions, there is not a right or wrong answer, but there are tradeoffs. Splitting platforms can result in their own host of issues that result from dissimilar datasets and platforms. New, unproven platforms that the state MAY approve could also be disastrous.

The next steps on this issue will not be necessary for many months, but I wish to give the council a long timeline. Barring any new entrants into this software space, we are almost certain to be signing up for the new platform this fall, with a late spring onboarding.

✓ **GATEWAY SIGN AT 9091 MILLER ROAD** *(No Change of Status)*

We conducted a title search and confirmed that there is NOT any formal instrument or record that enables the city to control the 200' triangle piece at Miller and Seymour that

we use for the gateway sign. The current owner verbally indicated that it is a legacy clear vision area, which she is ok with the city continuing to use/mow.

I do not think that we should construct a new sign without formal control of this area. I also do not believe this is worth it, especially considering the costs of these signs (\$20,000 to \$60,000 depending upon materials and size).

Our plan is to scrape this site of the sign and any affiliated plantings and materials. I think it is best to abandon this corner as a primary sign gateway since we do not have control and there are likely more suitable areas for such a presentation (e.g. the island in front of GM, downtown, etc.). Once the site is cleared, I will look to discontinue electric service and mowing.

If the city wishes to maintain and presence here, let me know. We will need formal rights in order to establish such a presence, especially if the investment is substantial.

✓ **OTHER COMMUNICATIONS & HAPPENINGS** *(See Individual Category)*

✓ **MONTHLY REPORTS** *(Update)*

Monthly reports are included.

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

✓ **PLANNING COMMISSION** *(Update)*

The planning commission did not meet in June or July. Their next meeting is scheduled for August 11th. The former A1 Treat Barn at 8541 Miller is seeking site plan review to construct a replacement structure on the site.

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

The DDA last met on June 11th. They discussed updates on the Social District, Brewer Townhomes, and Holland Square. They considered and approved a proposal to begin design of the pergola lighting and sound.

The DDA was scheduled to meet on July 9 to review social district recommendations and to potentially consider the wayfinding plan, but there was not a quorum.

The August meeting is set for August 13th.

See the attached flyer for the July 24th movie!

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

There was a variance request for an accessory structure that was petitioned to the ZBA at their regular meeting of June 17th. A property owner seeks to combine a residential parcel with a single family home on Morrish with adjacent, vacant property on Mason, for the purpose of constructing an accessory structure. A strict interpretation of the ordinance does not permit this. As such, they pursued a variance to construct the accessory structure (garage). The ZBA granted the variance with conditions at their meeting. For full details, see attached minutes and the [ZBA packet](#).

There will not be a July meeting. Their next regular meeting date is August 19, 2026.

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

The park board met on June 16th. I am including their minutes. In short, the board recommends taking action to reduce crowd sizes and the resulting disorder that seems to accompany popular park usage days. They recommend limiting electricity to pavilions with reservations only, closing the park to vehicle traffic earlier on weekends/holidays, limiting additional cooking grills/equipment, adding some police shifts, limiting capacity, and expanding pickleball.

The board supported the inclusion of Bicentennial Park in the draft social district plan.

Ongoing maintenance and the potential for an aggregate path at Abrams are still under consideration.

The board did not have enough business for a July agenda. The next regular meeting is set for August 18th. The slip and slide is set for July 25th at Elms Park (see attached flyer).

✓ **BOARD OF REVIEW (Update)**

The Board of Review met on July 21st to review poverty exemptions. They reviewed two applications and granted one a 100% exemption. There were no qualified errors to review.

✓ **CLERK'S OFFICE/ELECTION UPDATE (Forrest) (Update)**

- ❑ 9-day early voting starts Saturday, July 25, 2026 through Sunday, August 2, 2026 from 8 a.m. to 4 p.m. located at 8083 Civic Dr in City Council Chambers.
- ❑ Tuesday August 4, 2026 is the Michigan Primary Election. Swartz Creek polling locations will be held at the Swartz Creek Community Church located at 7400 Miller rd. Polls open at 7 a.m. and close at 8 p.m.
- ❑ As election day draws near, please remember to turn in your absentee ballot, signed and dated, to the Clerk's office by August 4, 2026 by 8 p.m. If you have not received your absentee ballot in the mail, please contact the clerk's office immediately at 810-635- 4464.

✓ **DEPARTMENT OF COMMUNITY SERVICES UPDATE (Bincsik) (Update)**

- ❑ DPS continues to GPS water and sewer assets.
- ❑ DPS continues to update water meter transponders, registers and meters as needed.
- ❑ At the entrance to Parkridge on Elms we have a storm sewer manhole failing and taking dirt. The manhole is sitting on a large diameter storm sewer (72"-96") that runs north and south on Elms Rd. The manhole was constructed out of manhole block and it appears the block and mortar are failing from salt damage. We are planning to try to repair it with a precast manhole structure, which should prove to last longer. The precast will need to be custom made. We may be able to use previously bid unit pricing on this repair from the project on Don Shenk and Cappy. Received quotes from Dawes, Zito and Kennedy. Dawes was low. Repair not yet completed.
- ❑ DPS assisted Genesee county and DLZ with the placement of flow monitors in our sanitary sewer.
- ❑ DPS will be taking delivery of the new bucket truck the week of 7/27/26
- ❑ DPS has been working on some lawn repairs from previous repair jobs.

- ❑ DPS completed wood chipping the brush left behind from the Consumers Energy tree trimming.
- ❑ The two older pickup trucks are in an auction at XYZ's online auction site.
- ✓ **TREASURER UPDATE (Nichols) (Update)**
 Audit prep for FY26 is underway, with the tentative date of the audit being the week of August 24th. The FY27 budget is complete and summer property tax bills have gone out. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.
- ✓ **ECONOMIC DEVELOPMENT UPDATE (Dietrich) (Update)**
 - ❑ Met with Congressional Staff to submit letters of support from Sen Cherry, Flint & Genesee Economic Alliance and Curbco for a City and Genesee County joint request through Congresswoman McDonald Rivet for \$900,000 in federal funding to support expanded roadway improvements along Miller Road. This request is currently being debated in committee.
 - ❑ Senator Peters has included our Miller Road appropriation request and has been included in the THUD Committee in the THIP line item in the amount of \$4M.
 - ❑ Volunteer groups are signing up to support Family Movie Night, which began in June.
 - ❑ Pergola fundraising has been concluded. A total of \$60,400 was raised online which means we will receive the full match. In addition, a \$5000 donation and a \$7,500 from the Community Foundation of Greater Flint was awarded for the Pergola this month.
 - ❑ Bella's Book Nook was awarded \$980.00 from MEDC's Match on Main program.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

- ✓ **COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (Business Item)**
 A couple meetings ago, the city council opted to remain in the CDBG program for another three year cycle. After some difficulty spending the funds in the last round, I believe we have a good option to provide concrete under the federal requirements now, which will make ADA upgrades on sidewalks a go-to option if no other eligible projects present themselves.

 Included in the packet is the standard agreement to the program. They indicated that the signature date would be July 23rd, presumably because of the execution by Commissioner Weighill. At this time, I am recommending that the council validate our clerk's signature, which was also requested at the time. A resolution is included.
- ✓ **DLZ AS-NEEDED PROFESSIONAL SERVICES (Business Item)**
 Though the city performs most of the FOG inspections for the commercial kitchens in the community, our DPW still consults with DLZ for general purposes and to administer new accounts. I am including a proposal to establish terms and conditions for this service, which is very minimal (estimated at less than 10 hours per year).

 In addition, the proposal also has a placeholder for general GIS, storm sewer, and sanitary sewer consulting services. This continues a practice in which relevant staff consult with

DLZ monthly to manage our MS4 permit, ongoing GIS services, and other miscellaneous tasks. These meetings are only as needed and generally brief. I suspect we will not come close to the 50 hour estimate that is in the proposal.

A resolution and the proposal are included in the packet. I recommend approval. We rely on DLZ to help administer some of our sewer functions, storm sewer permits, and related programs, but the billable hours have been steadily decreasing year-over-year as our staff have gained proficiency and permit matters have become more routine. With that said, we still value the relationship and see a need for it at this reduced scale.

✓ **TOWERPOINT PROPOSAL FOR 8100 CIVIC DRIVE WIRELESS COMMUNICATION FACILITY LEASE RIGHTS (*Business Item*)**

We are in receipt of an unsolicited offer to purchase lease rights for the wireless communication tower at 8100 Civic Drive (the public safety building). This is essentially a lump sum offer by a third party to buy the rights to collect the future lease payments for the tower (those that are guaranteed or speculative). They offer \$300,000 to the city now in order to collect the \$1,464.10 each month (plus escalations and 50% of new tenants).

Though we get soft inquiries from time to time, we seldom receive official offers. For those offers we do get, the amounts are never justifiable (e.g. the city experiences diminished revenue under the sale option). I am including the proposal in the packet, along with a resolution that is written in the affirmative to accept the offer.

I recommend the city council reject this offer. The sale of lease rights generally diminishes control over the tower and its use. With this site being on the civic campus, especially on the public safety building grounds, I do not think any conveyance of current or future use, income, or access rights is worth it under normal conditions.

In addition, the offer does not replace our income stream. In fairness to the prospective buyer, their offer MAY be suitable for a non-municipal investment enterprise, but it does not work for a municipality. The primary reason why is because the city's opportunity cost (the cost of not collecting the lease and investing in allowable investments) is lower than the private sector. This is because the private sector is situated to be able to expect reliable returns on any sale proceeds of ~7%, while municipalities have been averaging about 3.5% over the last 30 years.

This means that a \$300,000 offer would generate about \$10,500 annually for our allowable CD, Michigan Class, or other investments. However, that same \$300,000 could generate \$20,370 a year for a group such as MERS, that assumes a ~6.79% return. Since the current lease generates \$17,569 annually, I believe that the current offer falls short.

Note that there are some unknowns that relate to the economy and technology. It could be that the tower will not have much value after 2035 (the next renewal term end), and subsequent renewals are not pursued. It could also be that future renewals are valued even higher (which has been the case so far). There is no way to know how long these cash flows will go or if they will be more or less valuable.

Assuming operating through 2065, under the current lease renewal framework, the net present value or NPV (recommended sale value) is around \$520,000. If we assume

termination in 2045, the NPV would be ~\$330,000 (using the current lease instruments and assuming a 3.5% investment capture).

Even under these assumptions, if the council felt the offer was financially reasonable, there is still the uncertainty and lack of control that comes with placing a third party in control of leasing rights. This is especially true given that technological advancements still emphasize and grow macro site use such as this. The industry consensus is that tower sites, even through 7G, will likely form the backbone of wireless networks.

I know this is a lot to process. Please offer discussion at the meeting or reach out to me directly if you wish. I strongly recommend we pass on this offer, with no counteroffer.

Council Questions, Inquiries, Requests, Comments, and Notes

Orienteering Course: I am working with Walt to replace these medallions. We appear to be close to getting new material in the ground.

Steam Power Washer: As it turns out, we do have one of these.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, JULY 27, 2026, 7:00 P.M.**

Motion No. 260727-4A

MINUTES – JULY 13, 2026

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, July 13, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260727-5A

AGENDA APPROVAL – JULY 27, 2026

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of July 27, 2026, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260727-6A

CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of July 27, 2026, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Resolution No. 260727-8A

**RESOLUTION TO APPROVE THE PROFESSIONAL
SERVICES AGREEMENT WITH DLZ FOR SEWER
SERVICES**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council owns, operates and maintains a sanitary sewer system; and

WHEREAS, DLZ created a program by which the city inspects commercial kitchens and related facilities in the city for compliance with fat, oil, and grease standards (FOG), and;

WHEREAS, the Department of Public Services conducts most inspections, but DLZ still works with new accounts and offers miscellaneous coordination, estimated to be about ten hours per fiscal year; and

WHEREAS, the City also uses DLZ for miscellaneous GIS, sanitary sewer system, & storm water consultation services, services estimated to be about fifty hours per year.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council hereby approves the proposal from DLZ for FOG and as-needed sanitary sewer consulting services as included in the July 27, 2026 city council packet.

BE IT FURTHER RESOLVED the City of Swartz Creek City Council authorizes and directs the Mayor to execute said proposal on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260727-8B RESOLUTION TO APPROVE CDBG AGREEMENT

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek currently participates in the Genesee County Community Development Block Grant (CDBG) Program; and

WHEREAS, the city maintains ‘entitlement status’ by virtue of the Cooperative Agreement established in 1994, enabling the city to receive CDBG funds from the county; and

WHEREAS, the Continuation Clause of the Agreement indicates that ‘entitlement status’ must be affirmed every three years to maintain fundability; and

WHEREAS, the City Council determined that the benefits that the Cooperative Agreement offers outweigh the benefits of opting out; and

WHEREAS, Genesee County has provided and executed a Cooperative Agreement for the Community Development Block Grant Program.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby approves the Community Development Block Grant Program Agreement as included in the July 27, 2026 city council packet and further authorizes the city clerk to execute and administer the agreement, hereby validating her signature upon said instrument.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 260727-8C

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT WITH TOWERPOINT ACQUISITIONS, LLC FOR THE POTENTIAL SALE OF THE CITY'S INTEREST IN A WIRELESS COMMUNICATIONS LEASE

Motion by Councilmember _____

WHEREAS, the City of Swartz Creek owns certain real property and lease interests associated with a wireless communications facility located at 8100 B Civic Drive; and

WHEREAS, TowerPoint Acquisitions, LLC has submitted a Letter of Intent expressing its desire to purchase the City's interest in the existing wireless communications lease through the grant of a telecommunications easement and assignment of the lease for a proposed purchase price of Three Hundred Thousand Dollars (\$300,000), subject to customary due diligence, title review, and negotiation of final transaction documents; and

WHEREAS, execution of the Letter of Intent provides for an exclusive period during which the parties may complete due diligence and negotiate mutually acceptable definitive agreements, but does not obligate the City to consummate the proposed transaction; and

WHEREAS, the City Council finds it to be in the best interests of the City to authorize execution of the Letter of Intent and permit staff and legal counsel to proceed with the due diligence and negotiation process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Swartz Creek hereby authorizes the City Manager to execute the Letter of Intent with TowerPoint Acquisitions, LLC in substantially the form presented to Council.

BE IT FURTHER RESOLVED that the City Manager, City Attorney, and other appropriate staff are authorized to undertake all due diligence, provide requested information, negotiate the terms of the proposed telecommunications easement and related transaction documents, and take such actions as are reasonably necessary to facilitate the proposed transaction.

BE IT FURTHER RESOLVED that execution of the Letter of Intent shall not constitute approval of the final sale, assignment, easement, or any definitive transaction documents, and any such final agreement shall be subject to subsequent approval by the City Council unless otherwise authorized by law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 260727-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of July 27, 2026.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE July 13, 2026**

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

Invocation and Pledge of Allegiance.

Councilmembers Present: Melen, Spillane, Gilbert, Hicks, Henry.

Councilmembers Absent: Krueger, Knickerbocker. Excused

Staff Present: City Manager Adam Zettel, Clerk Jacquie Forrest.

Others Present: Jeff Kelley.

Others Virtually Attended: Lania Rocha, Michael Miller, Jeffrey Kelley Sr.

APPROVAL OF MINUTES

Resolution No. 260713-01

(Carried)

Motion by Councilmember Spillane
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday June 22, 2026 to be circulated and placed on file.

YES: Spillane, Gilbert, Hicks, Henry, Melen.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 260713-02

(Carried)

Motion by Councilmember Melen
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of July 13, 2026, to be circulated and placed on file.

YES: Gilbert, Hicks, Henry, Melen, Spillane.
NO: None. Motion Declared Carried.

CITY MANAGER'S REPORT

Resolution No. 260713-03

(Carried)

Motion by Councilmember Mayor Pro Tem Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of July 13, 2026, including reports and communications to be circulated and placed on file.

Discussion Ensued.

YES: Hicks, Henry, Melen, Spillane, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Jeff Kelly – Elms Rd Park pavilion renters parking on the lawn.

COUNCIL BUSINESS:

RESOLUTION TO ADOPT ORDINANCE 473, AN ORDINANCE TO AMEND ARTICLE IX OF CHAPTER 10 OF THE CODE OF ORDINANCES BY AMENDING SECTION 10-310, SPECIAL EVENT CURFEW FOR MINORS

Resolution No. 260713-04

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Mayor Pro Tem Hicks

WHEREAS, the city authorizes special events from time to time within the city and on city controlled properties, and;

WHEREAS, such events are often of a scale that makes crowd control difficult given the availability of resources that the city has access to, and;

WHEREAS, the city council, in consultation with Metro PD and community event providers, finds that large groups of unaccompanied minors and their peers under the age of 21 have been responsible for many of the disturbances at such events in recent years, and;

WHEREAS, the city council desires flexibility in the establishment of curfew hours on an event by event basis.

THEREFORE, I MOVE the City of Swartz Creek ordains:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 473**

An ordinance to amend the Code of Ordinances: Article IX of Chapter 10 of the Code of Ordinances of Swartz Creek by amending of Section 10-310

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Article IX of Chapter 10 of the Code of Ordinances of the City of Swartz Creek by amending of Section 10-310.

Section 10-310 of Article IX of Chapter 10 of the Code of Ordinances is amended to read as follows:

Sec. 10-310 – Special Event Curfew for Minors.

1. The presence of unsupervised minors 17 or under at special public events within the City creates a nuisance and health and safety hazard. Unsupervised minors create disorderly and potentially dangerous circumstances at these events. Due to incidents at special public events prior to the passing of this ordinance the City finds that there is a need to restrict the presence of unsupervised minors at such events as the City Council deems necessary from time to time to preserve the health, safety, and welfare of the public. The provisions of this section shall extend the curfew hours for minors 17 or under during special public events as deemed necessary by the City Council to protect the health, safety, and welfare of the public.
2. During special public events, during hours set by resolution of the city council, it shall be unlawful for an unsupervised minor 17 or under to be on designated public places specifically identified in a public notice issued by the City.
3. Any individual found in violation of this section shall be guilty of a misdemeanor punishable by imprisonment in jail for up to 93 days, a fine of \$500, or both.
4. A minor 17 or under found in violation of Section 10-310 will be prima facie evidence that the minor's parent or guardian is in violation of Section 10-308 by aiding and abetting the minor in violating the ordinance.
5. The following activities shall be exempt from the curfew requirements of this Section where the minor is:
 - a. Accompanied by their parent, guardian, or any other person 21 years of age or older authorized by a parent as the caretaker for the minor;
 - b. In attendance at an official school, religious or other recreational activity sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or from such an activity, without any detour or stop, and supervised by adults;
 - c. Engaged in a certain employment activity, or going to or from employment, without any detour or stop.
6. For purposes of this section, a "special event" means a sports event, pageant, celebration, historical reenactment, entertainment, exhibition, parade, fair, festival, or similar activity that the City sanctions or approves according to its Special Event Policies and Regulations.

Section 2. Effective date.

This Ordinance shall take effect thirty (30) days following publication.

Discussion Ensued.

YES: Henry, Melen, Spillane, Gilbert, Hicks.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE ADOPT ORDINANCE 474, AN ORDINANCE TO AMEND THE PURCHASING ORDINANCE

Resolution No. 260713-05

(Carried)

Motion by Councilmember Spillane

Second by Councilmember Melen

WHEREAS, the city maintains a purchasing policy to ensure efficiency in spending of public dollars, transparency in purchasing choices, accountability of staff and council, and a degree of administrative autonomy related to timely actions; and

WHEREAS, periodic review of the ordinance to review purchasing thresholds is required to ensure the impacts of inflation are accounted for.

THEREFORE, I MOVE the City of Swartz Creek ordains:

CITY OF SWARTZ CREEK ORDINANCE NO. 474

An ordinance to amend the Code of Ordinances Section 2-402 and Section 2-405 to remove and replace certain sections related to purchasing requirements

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Removal and replacement of Section 2-402 (a) of the Code of Ordinances.

The City hereby removes Section 2-402 (a) from the Code of Ordinances and replaces it with the following:

(a) It is the intent of this policy to provide for competitive pricing involved in all purchases and contracts, except as specifically provided for in this division. The purchasing agent shall prepare rules concerning purchasing for the city.

(1) Transactions less than \$10,000.00. The purchasing agent, subject to budgetary appropriations, is authorized to make purchases of materials and equipment; and contract for labor or materials in an amount not to exceed \$10,000.00, without further approval of the city council.

Except for those situations requiring the need for sealed bids, the purchasing agent, shall consider all circumstances surrounding the purchase to be made or

the service to be provided. If it is in the best interest of the city, the purchasing agent shall deal with sources within the city.

a. Quotations. The purchasing agent shall secure or cause to be secured quotations from no less than two sources in all transactions involving expenditures of \$4,000.00 or more and less than \$10,000.00. The purchasing agent shall maintain a written record of the quotations received.

b. Other. Transactions involving expenditures less than \$4,000.00 may be authorized by the purchasing agent in such manner and from such source as the purchasing agent may determine.

(2) Transactions of \$10,000.00 or more. The purchasing agent shall secure sealed bids in all transactions involving an expenditure of \$10,000.00 or more.

a. Sealed bids shall not be required in the following instances:

1. Where the subject of the purchase or contract is other than a public work or improvement and the product or material to be transacted for is not competitive in nature, provided that in no instance shall such product or material be transacted for without prior council approval.

2. The city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:

i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and

ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids.

3. In the employment of professional services, provided that in no instance shall such professional service be contracted for without prior council approval.

4. If the city elects to use city personnel.

Section 2. Removal and replacement of Section 2-405 of the Code of Ordinances.

The City hereby removes Section 2-405 from the Code of Ordinances and replaces it with the following:

If an emergency or an apparent emergency endangering the public peace, health and/or safety of the city should arise, and the delay of established purchasing procedures would vitally affect the welfare of the city, the purchasing agent, finance officer, or any department head may purchase directly any supplies, materials, or equipment that the department head deems to be immediately necessary. Within three working days from the time of purchase, the purchaser shall file in writing with the purchasing agent a detailed explanation of the necessity for any purchases, in addition to a request for such purchases. If the emergency transaction is \$10,000.00 or more, the purchasing agent shall submit the statement

to the council no later than its next regular meeting before payment thereof may be authorized.

Section 3. Effective date.

This Ordinance shall take effect thirty (30) days following publication.

Discussion Ensued.

YES: Henry, Melen, Spillane, Gilbert, Hicks.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC: Meeting opened to the public online due to audio error when the original public comment was open. None

RESOLUTION TO APPROVE A BIDS FOR THE PURCHASE AND APPLICATION OF WOODCHIPS TO ELMS AND ABRAMS PARK

Resolution No. 260713-06

(Carried)

Motion by Councilmember Melen

Second by Councilmember Mayor Pro Tem Hicks

WHEREAS, the City of Swartz Creek owns, operates, and maintains park play equipment that requires a safety surface suitable to reasonably protect children from falls; and

WHEREAS, there is a recognized need to apply additional protective barrier to the play areas, since the woodchip product degrades over time; and

WHEREAS, the city finds that the engineered wood fiber chips that have been used in the past to be the most practical product; and

WHEREAS, the city has created specifications and received bids for the purchase and application of the product.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council accepts the low bid from Superior Groundcover in the amount of \$10,120, as included in the July 13, 2026 city council packet, as a unit cost bid.

BE IT FURTHER RESOLVED, the Swartz Creek City Council directs the city manager to create a standard contractor's agreement and execute such agreement on behalf of the city.

Discussion Ensued.

YES: Henry, Melen, Spillane, Gilbert, Hicks.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE CONCRETE REPAIR AND INSTALLATION BIDS

Resolution No.260713-07

(Carried)

Motion by Councilmember Mayor Pro Tem Hicks
Second by Councilmember Melen

WHEREAS, the city maintains a system of concrete infrastructure on public property, within parks, and on or across other various properties and rights of way in the city; and **WHEREAS**, there is a need to remove and replace existing sidewalk, to replace a pavilion pad, to add a fountain pad, and to replace concrete damaged during a water main repair; and

WHEREAS, the city solicited sealed bids related to the completion of said work; and

WHEREAS, the low bid was submitted in the amount of \$14,570 by BP Surface Solutions Inc, a company found to be in good standing by the city.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the bid from BP Surface Solutions as included in the July 13, 2026 city council packet, as a unit cost bid.

BE IT FURTHER RESOLVED the City of Swartz Creek directs the City Manager to execute a standard contractor agreement with the bidder and further directs the Treasurer to appropriate funds as appropriate.

Discussion Ensued.

YES: Melen, Spillane, Gilbert, Hicks, Henry.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE TERMINATION OF THE LIGHTING CONVERSION PROGRAM AGREEMENT, PURCHASE OF LIGHTING ASSETS, AND AUTHORIZATION OF PAYMENT

Resolution No. 260713-08

WHEREAS, the City of Swartz Creek entered into a Lighting Conversion Program Agreement with Energy Reduction Coalition effective December 13, 2018, for the installation and financing of LED lighting improvements; and

WHEREAS, Section 32 of the Agreement permits the City to terminate the Agreement by purchasing the lighting equipment upon payment of the applicable Excess Benefits and Buyout Cost; and

WHEREAS, Energy Reduction Coalition has presented a Termination of the Lighting Conversion Program Agreement and Transfer of Title to ERC Products providing for payment of \$66,915.64 during July 2026, consisting of all Excess Benefits due and the applicable Buyout Cost; and

WHEREAS, upon receipt of payment, Energy Reduction Coalition shall transfer to the City all right, title, and interest in the lighting equipment and both parties shall mutually release one another from any further claims, obligations, or liabilities arising under the Agreement; and

WHEREAS, the City Council finds that exercising the buyout option is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Swartz Creek hereby approves the termination of the Lighting Conversion Program Agreement with Energy Reduction Coalition pursuant to Section 32 of the Agreement.

BE IT FURTHER RESOLVED, that the City Council authorizes payment in the amount of Sixty-Six Thousand Nine Hundred Fifteen Dollars and Sixty-Four Cents (\$66,915.64), or such adjusted amount as may be required if payment occurs after July 2026 in accordance with the Agreement, such payment to be apportioned as directed by the City Treasurer.

BE IT FURTHER RESOLVED, that the City Manager is authorized and directed to execute the Termination of the Lighting Conversion Program Agreement and Transfer of Title to ERC Products, together with any other documents necessary to complete the transaction.

BE IT FURTHER RESOLVED, that upon completion of the transaction, the lighting equipment shall become the sole property of the City of Swartz Creek, free of any further obligations under the Lighting Conversion Program Agreement

Discussion Ensued

YES: Spillane, Gilbert, Hicks, Henry, Melen.

NO: None. Motion Declared Carried.

RESOLUTION TO AMEND THE PURCHASE OF A STEEL AERIAL LIFT BUCKET TRUCK FOR THE DEPARTMENT OF PUBLIC SERVICES

Resolution No. 260713-09

Motion by Councilmember Spillane

Second by Councilmember Gilbert

WHEREAS, the City Council has appropriated funds within the Motor Pool Fund (Fund 661) in the FY 2026-2027 budget for the replacement of Department of Public Services equipment, including funds originally designated for the purchase of a swap loader system with aerial attachment; and

WHEREAS, the Director of Public Services has evaluated available equipment options and determined that purchasing a dedicated aerial lift bucket truck provides greater operational flexibility, immediate availability, and a substantially lower acquisition cost than a swap loader system equipped with an aerial module; and

WHEREAS, MTech has offered a 2024 AxionLift AT4313i aerial lift bucket truck package, including a Ford F-550 4x4 diesel chassis, Stahl reinforced steel utility body,

and 44.3-foot telescopic articulated aerial lift, at a discounted purchase price of \$149,900 through the CoPro+ Cooperative Purchasing Contract #2023-JC-060-M; and **WHEREAS**, staff recommends purchasing the steel body configuration based upon its operational suitability and lower purchase price; and

WHEREAS, sufficient funds are available within the Motor Pool Fund (Fund 661), utilizing funds previously budgeted for the swap loader replacement project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Swartz Creek hereby authorizes the purchase of one (1) 2024 AxionLift AT4313i aerial lift bucket truck with steel utility body from MTech in the amount of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,900.00) through CoPro+ Cooperative Purchasing Contract #2023-JC-060-M.

BE IT FURTHER RESOLVED, that the City Council authorizes the expenditure from the Motor Pool Fund (Fund 661), utilizing funds budgeted for the swap loader replacement, and authorizes the City Manager to execute all purchase documents and take all actions necessary to complete the acquisition.

Discussion Ensued

YES: Gilbert, Hicks, Henry, Melen, Spillane.

NO: None. Motion Declared Carried

A RESOLUTION TO APPROVE THE PURCHASE OF AN ALUMINUM AERIAL LIFT BUCKET TRUCK FOR THE DEPARTMENT OF PUBLIC SERVICES

Resolution No. 260713-10

Motion by Councilmember Spillane

Second by Councilmember Gilbert

WHEREAS, the City Council has appropriated funds within the Motor Pool Fund (Fund 661) in the FY 2026-2027 budget for the replacement of Department of Public Services equipment, including funds originally designated for the purchase of a swap loader system with aerial attachment; and

WHEREAS, the Director of Public Services has evaluated available equipment options and determined that purchasing a dedicated aerial lift bucket truck provides greater operational flexibility, immediate availability, and a substantially lower acquisition cost than a swap loader system equipped with an aerial module; and

WHEREAS, MTech has offered a 2024 AxionLift AT4313i aerial lift bucket truck package, including a Ford F-550 4x4 diesel chassis, custom DuraMag S-Series Aluminum body with special aerial reinforced body package and liner including a 44.3-foot telescopic articulated aerial lift, at a discounted purchase price of \$159,900 through the CoPro+ Cooperative Purchasing Contract #2023-JC-060-M; and

WHEREAS, council recommends purchasing the aluminum body configuration based on operational suitability and overall corrosion; and

WHEREAS, sufficient funds are available within the Motor Pool Fund (Fund 661), utilizing funds previously budgeted for the swap loader replacement project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Swartz Creek hereby authorizes the purchase of one (1) 2024 AxionLift AT4313i aerial lift bucket truck with aluminum utility body from MTech in the amount of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$159,900.00) through CoPro+ Cooperative Purchasing Contract #2023-JC-060-M.

BE IT FURTHER RESOLVED, that the City Council authorizes the expenditure from the Motor Pool Fund (Fund 661), utilizing funds budgeted for the swap loader replacement, and authorizes the City Manager to execute all purchase documents and take all actions necessary to complete the acquisition

Discussion Ensued

YES: Hicks, Henry, Melen, Spillane, Gilbert.

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A SIGN FABRICATOR AND INSTALLER FOR THE CITY'S BRANDING AND WAYFINDING PLAN

Resolution No. 260713-11

Motion by Councilmember Melen

Second by Councilmember Mayor Pro Tem Hicks

WHEREAS, the City of Swartz Creek and the Swartz Creek Downtown Development Authority desired to provide for citywide wayfinding and branding signs; and

WHEREAS, the DDA led an initiative to design a family of signs and installation plan for the community, that was completed by Guide Studio in 2024; and

WHEREAS, sample and pilot signs have been installed at a city park, one city gateway, and along the new trail; and

WHEREAS, the city and DDA have budgeted sufficient funds to complete much of the program during the 2027 fiscal year, and staff has solicited pricing for selected signs from three different sign fabricators; and

WHEREAS, the City Council finds that the economic interests of the city are best served by accepting the quoted unit prices for signs and negotiating the various sign elements within the framework of the competitively quoted sign providers; and

WHEREAS, the pricing includes installation; and

WHEREAS, the Swartz Creek DDA will also be required to approve Signature Streetscapes as the low bidder and Universal Outdoor Accessories as the installer for the downtown portion of the program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Swartz Creek hereby approves Signature Streetscapes as the primary sign fabricator, with Universal Outdoor Accessories as the primary installer, for the city's sign program as referenced in the approved Guide Studio planning documents and as priced in the July 13, 2026, city council packet.

BE IT FURTHER RESOLVED, that the City Council authorizes and directs the City Manager or designee to procure signs in accordance with the sign plan, as authorized by the respective city and DDA budgets.

BE IT FURTHER RESOLVED, that the City Manager is authorized to alter specific sign parameters and negotiate any price adjustments as needed to meet or closely approximate the sign plan parameters, provided that all expenditures remain within the approved budget.

Discussion Ensued

YES: Henry, Melen, Spillane, Gilbert, Hicks.

NO: None. Motion Declared Carried

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Councilmember Melen: None

Councilmember Spillane: This week's concert is canceled due to heat, Newsletter compliment to the Mayor Henry. Not in favor of social district.

Councilmember Gilbert: Have a good evening

Mayor Pro Tem Hicks: Bike rack Infront of tattoo parlor needs new screws

Mayor Henry: None

ADJOURNMENT

Resolution No. 260713-12

(Carried)

Motion by Councilmember Gilbert

Second by Councilmember Melen

I Move the Swartz Creek City Council adjourn the regular meeting at 8:26 p.m.

Unanimous Voice Vote.

Nate Henry, Mayor

Jacquie Forrest, City Clerk



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

July 10, 2026

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

Re: Proposal for the City of Swartz Creek 2026-2027 As-Needed Services

Dear Mr. Zettel:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to the City of Swartz Creek (CITY) for professional As-Needed Services for the FY26-27 fiscal years (July 1, 2026, through June 30, 2027).

SCOPE OF SERVICES

Task 1 – FOG Program Administration

DLZ proposes to update the Survey 123 software program as necessary and provide assistance with program administration and enforcement as needed. Approximately eight (8) staff hours and \$1,000.00 are estimated to complete this task.

Task 2 – Project Progress Meeting Facilitation & Attendance

Throughout the year, DLZ staff will participate in standing project progress meetings with the CITY and prepare meeting agendas and notes following the meeting. Project updates will be provided for the ongoing MS4 and GIS projects, as well as the Sanitary Sewer Hydraulic Capacity Analysis project. Approximately fifty (50) staff hours and \$6,800.00 are estimated to complete this task.

RESPONSIBILITIES OF THE CITY

- The CITY will assign a primary contact for the duration of the project.
- The CITY will review all draft documents provided by DLZ in a timely manner.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Proposal. The Client referred to in the Standard Terms and Conditions means the City of Swartz Creek.

SERVICES FEE

For services described in the **SCOPE OF SERVICES**, DLZ proposes to charge, and the CITY agrees to pay an estimated not to exceed fee of **\$7,800.00** in accordance with the attached Exhibit B Rate Schedule. Invoices will be rendered monthly.

If you approve and accept this Proposal, please sign, date, and return one copy of this Proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this Proposal in your paperwork.

DLZ appreciates the opportunity to submit this Proposal for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to call Laura Gruzowski at (248) 836-4053.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

City of Swartz Creek
2026-2027 As-Needed Services
July 10, 2026
Page 2 of 2

Respectively,
DLZ MICHIGAN, INC.

Manoj Sethi, P.E.
President

Attachment:
Exhibit A: Standard Terms and Conditions
Exhibit B: Rate Schedule

Approved and Accepted

Signature _____

Printed Name _____

Title _____

Date _____



EXHIBIT A

DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at one percent (1%) per month after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate; Cyber Liability - \$1,000,000 per occurrence. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Services under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

DLZ MICHIGAN, INC.
STANDARD FEE STRUCTURE - ENGINEERING/ARCHITECTURAL
2026

Employee Classification	Hourly Rate
Principal	\$280.00
Division Manager/Principal Architect/Senior Project Manager	\$265.00
Department Manager/Project Manager II	\$235.00
Project Manager I	\$185.00
Engineer VI/Architect VI/Landscape Architect VI/ Planner VI/Scientist VI/Geologist VI / Surveyor VI	\$220.00
Engineer V/Architect V/Landscape Architect V/ Planner V/Scientist V/Geologist V / Surveyor V	\$210.00
Engineer IV/Architect IV/Landscape Architect IV/ Planner IV/Scientist IV/Geologist IV/Surveyor IV	\$180.00
Engineer III/Architect III/Landscape Architect III/ Planner III/Scientist III/Geologist III/Surveyor III/Designer IV	\$165.00
Engineer II/Architectural Associate II/Landscape Architect II/ Planner II/Designer III/Scientist II/Geologist II/Surveyor II	\$135.00
Engineer I/Architectural Associate I/Landscape Architect I/ Planner I/Scientist I/Geologist I/Surveyor I	\$115.00
Programmer	\$200.00
Senior GIS Analyst	\$165.00
GIS Specialist	\$125.00
Project Control Specialist	\$110.00
Designer II (straight time)	\$125.00
Designer II (over time)	\$170.00
Designer I (straight time)	\$108.00
Designer I (over time)	\$150.00
CAD Technician (straight time)	\$98.00
CAD Technician (over time)	\$137.00
Construction Administrator	\$195.00
Construction Observer Manager	\$145.00
Construction Observer (straight time)	\$110.00
Construction Observer (over time)	\$155.00
Field Technician IV (straight time)	\$110.00
Field Technician IV (over time)	\$155.00
Field Technician III (straight time)	\$100.00
Field Technician III (over time)	\$140.00
Field Technician II (straight time)	\$90.00
Field Technician II (over time)	\$125.00
Field Technician I (straight time)	\$80.00
Field Technician I (over time)	\$110.00
Clerical (straight time)	\$85.00
Clerical (over time)	\$120.00
Survey Crew Classification	Hourly Rate
2 - person Survey Crew (straight time)	\$235.00
2 - person Survey Crew (over time)	\$330.00
1 – person Survey Crew (straight time)	\$155.00
1 – person Survey Crew (over time)	\$220.00
Survey Instrument Person (straight time)	\$95.00
Survey Instrument Person (over time)	\$140.00

Field Survey Technician (straight time)	\$118.00
Field Survey Technician (over time)	\$165.00
Reimbursable Expenses	Rate
Mileage (per mile)	Per Federal Guideline
Field Vehicle (Daily Rate)	\$75.00/day
Travel Expenses	Cost plus 5%
Local Plan Review Fees	Cost plus 5%
Reproduction	Cost plus 5%
Subconsultants	Cost plus 5%
Equipment Rental	Cost plus 5%
Rates are subject to revision on January 1, 2027 Cost of living/inflation increases based on Federal Guidelines (Note Survey Crew includes Robotic Total Station and GPS. An additional fee of \$100 per day for a Drone.)	

COOPERATIVE AGREEMENT
GENESEE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT made and entered into this 23rd day of July, 2026 between the Swartz Creek Cit, State of Michigan hereinafter referred to as the "Community", and the County of Genesee, a Michigan Constitutional Corporation, State of Michigan, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, Genesee County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in Genesee County; and

WHEREAS, the agreement covers the Community Development Block Grant Entitlement Program and, where applicable, the HOME Investment Partnership program and Emergency Solutions Grant (ESG) program; and

WHEREAS, the distribution of the funds made available shall be allocated and expended on behalf of each participating Community as closely as possible according to population, overcrowding in housing, economic level and such other factors as may be necessary to comply with the requirements of Title I of the Housing and Community Development Act of 1974 and all amendments thereto and appropriate implementing regulations; and

WHEREAS, the Community agrees to follow all federal regulations applicable to the Community Development Block Grant Program;

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the community may not apply for grants under Small Cities or State CDBG programs from appropriations for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the community may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and

THAT the County shall have final responsibility for selecting activities and annually filing Final Statements with HUD; and

THAT the County shall have responsibility for assuring that all Community Development Block Grant funds are used in accordance with all program requirements; and

THAT the County shall have the responsibility to apply those program requirements in a manner which provides uniform treatment to all governmental and non-governmental subrecipients; and

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs, and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the County and all cooperating units of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; that the County is prohibited from funding activities in or in support of any community that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's action to comply with its fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

THAT the Community shall agree that to the best of its knowledge and belief no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to including an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and

THAT the Community shall also agree that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative agreement, it will completed and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and

THAT the period of time of this agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD Field Office; by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right to make such election; and

THAT failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period; and

THAT the agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the county and participating unit of general local government may not terminate or withdraw from the agreement while the agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

THAT any such program income generated by the Community must be paid to the County, but will be returned to that Community for additional projects, as set forth in 24 CFR 570.503; and

THAT any program income the Community retains may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of a closeout or change in status of the Community, and program income that is on-hand or received subsequent to the closeout or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the closeout, change or status, or termination of the cooperation agreement between the County and the Community; and

THAT the Community agrees to carry out its activity(ies) in a timely manner. "Timely manner" shall mean: (1) that all or part of the funds for an activity are committed to a binding contract or purchase agreement prior to the end of the program year in which the funds are awarded; and (2) that the Community will make reasonable progress in completing the activity. The definition of "Reasonable Progress" will differ from activity to activity, depending on the size, scope, and complexity of the activity. However, "Reasonable Progress" shall

generally mean completion of the activity within 18 calendar months from the start of the program year in which the funds are awarded. Exceptions to this 18-month completion requirement may, at the County's option, be granted on a case-by-case basis. In no case will a Community be allowed to continue an activity beyond a two and one-half (2 ½) year period, starting with the beginning of the program year in which the funds are awarded. Failure by the Community to carry out an activity in a timely manner shall mean that the County, at its option, may recapture all unspent funds designated for that activity. Funds recaptured in this manner will not be returned to the Community. Said funds will be allocated to another community or will be allocated to a county-wide activity at the County's option; and

THAT the Community agrees to comply with all U.S. Department of Housing and Urban Development (HUD) financial management requirements, including the "Three-Day Rule". This "Three Day Rule" requires the Community to disburse Community Development (CD) funds for an eligible expenditure within three calendar days of receiving said funds from Genesee County. No interest may be earned on the CD funds being held; and

THAT the Community will comply with all HUD rules and regulations limiting special assessments for CD activities. In general, the Housing and Community Development Act of 1974, as amended, prohibits the recovery of "Capital Costs" for a CD project from low- and moderate-income households.

THAT the terms and provisions of this agreement are fully authorized under State and local law, and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT pursuant to 24 CFR 570.501 (B), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

THAT the general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly received CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective officers thereunto as of the day and year first above written.

Dale Weighill
Dale Weighill (Jul 23, 2026 10:46:52 EDT)
County's Authorized Representative

07/23/2026
Date

Jacquie Forrest
Jacquie Forrest (Jul 23, 2026 10:08:37 EDT)
Subrecipient's Authorized Representative

07/23/2026
Date

Signature: *Vivian Bell*
Vivian Bell (Jul 23, 2026 10:53:54 EDT)
Email: VBell@geneseecountymi.gov



July 15, 2026

City Of Swartz Creek MI ("Landlord")
8083 Civic Dr
Swartz Creek, MI 48473-1498

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear Mr. Adam Zettel,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA IX, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s) ("Lease(s)" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the Closing Contingencies listed in Exhibit A are met. The basic terms of the transaction are as follows:

Summary of Terms	
PURCHASE PRICE	\$300,000.00
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	Perpetual
REVENUE SHARING	New Tenant Rent: 50% in favor of Landlord (New Tenant Rent will be generated from tenants locating equipment on the equivalent of up to 500 sq. ft. adjacent to the existing lease area(s).)

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments with TowerPoint retaining from the Purchase Price rent paid by the tenant for any period of time from and after the date of Closing.
- Landlord shall only retain rent checks from Tenant for pro-rated periods and during the rent redirection period¹.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after July 2, 2026 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

Sincerely,
TowerPoint Acquisitions, LLC

Accepted and Agreed:
City Of Swartz Creek MI

Jesse M. Wellner, Chief Executive Officer
July 15, 2026

Landlord's Signature Date

Print Name: _____

Title: _____

¹Tenants delay rent redirection from the Landlord to TowerPoint by several months while the closing documents are recorded and the redirection is processed. Therefore, the Settlement Statement will show a rent credit to TowerPoint in the amount of two (2) months plus proration of any rents already received by landlord.

Exhibit ASite Location and Lease Terms

Site Location: 8100 B Civic Dr, Swartz Creek, Michigan 48473

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
CCI	\$1,464.10	Monthly	10%	Term	12/01/2030

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Closing Contingencies

1. receipt of the due diligence items listed in Exhibit B;
2. receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title;
3. your approval of the Easement Agreement in a mutually agreeable form;
4. proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease;
5. compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and
6. TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk.

Initial
Here:

Exhibit BRequired Due Diligence Items

1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
3. Completed Landlord Request for Information (RFI) attached hereto as Exhibit C.
4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporations	LLCs	General Partnership	Ltd. Partnerships	Condo Assoc's	Coop Corp (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial
Here:

Exhibit C

Landlord Request for Information

EIN for Landlord (if an entity): _____

If Landlord is a natural person, then please circle marital status: **Single or Married***(Please note: if Landlord is a natural person, we will collect their taxpayer identification number prior to closing to include in the closing documents.)*

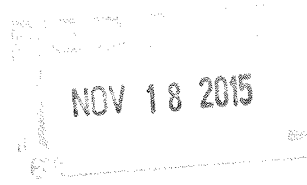
Access Contact for Site Inspection	Attorney Contact Information
Name: _____	Name: _____
Title: _____	Phone: _____
Phone: _____	Email: _____
Mobile Phone: _____	
Email: _____	

Mortgage/Line of Credit (if none, please indicate below)	
Please check here if there is no mortgage and no line of credit: _____	
<u>Primary Mortgage</u>	<u>Secondary Mortgage (if applicable)</u>
Lender Name: _____	Lender Name: _____
Lender Contact: _____	Lender Contact: _____
Lender Contact Title: _____	Lender Contact Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
<u>Line of Credit</u>	
Lender Name: _____	
Lender Contact: _____	
Lender Contact Title: _____	
Phone: _____	
Fax: _____	
Email: _____	

Submitted by: Carlos Limon, Ph: +1(678) 987-1140, Email: carlos.limon@towerpoint.com



Crown Castle
1220 Augusta Drive, Suite 600
Houston, TX 77057



October 30, 2015

Dear Landlord:

Attached hereto please find fully executed copies of the Amendment for your records.

If you have any questions, please feel free to contact the Landlord's Helpdesk at 866-482-8890.

Sincerely,

Evon Scott
PEP – Project Coordinator
Evon.Scott@crowncastle.com

FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT
(BU 826779)

THIS FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT ("First Amendment") is made effective this 6 day of November, 2015, by and between CITY OF SWARTZ CREEK, a municipal corporation ("Owner"), and T-MOBILE USA TOWER LLC, a Delaware limited liability company ("Tenant"), by and through CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact.

WHEREAS, Owner and Omnipoint Holdings, Inc., a Delaware corporation ("Omnipoint"), entered into a Communications Site Lease Agreement dated December 1, 2005 (as assigned, the "Agreement"), whereby Owner leased to Omnipoint a portion of land being described as a 450 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Premises") located at 8100B Civic Drive (Tax Parcel #58-35-576-037), Swartz Creek, Genesee County, State of Michigan, and being further described in Book 1552, Page 669 in the Genesee County Register of Deeds ("Registry"). Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Lease ("Memorandum"), recorded as Instrument Number 200602210014042 in the Registry; and

WHEREAS, Tenant is successor in interest in the Agreement to Omnipoint; and

WHEREAS, the Agreement has an original term, including all Renewal Terms (as defined in the Agreement), that will expire on December 27, 2035 ("Original Term"), and Owner and Tenant now desire to amend the terms of the Agreement to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Owner and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 3 of the Agreement is amended by replacing "five (5) successive" with "eleven (11) successive", thereby adding six (6) additional five (5)-year Renewal Terms to the Agreement beyond the Original Term, and extending its total term to December 27, 2065, unless sooner terminated as provided in the Agreement.

3. Section 4 of the Agreement is amended by adding the following to the end thereto:

Notwithstanding and in lieu of the foregoing ten percent (10%) Rent escalations, commencing on December 1, 2035, and every year thereafter (each an "Adjustment Date"), the annual Rent shall increase by an amount equal to two and one half percent (2.5%) of the annual Rent in effect for the year immediately preceding the Adjustment Date.

4. Section 17(e) of the Agreement is amended by supplementing Tenant's notice address with the following:

with a copy to: T-Mobile USA Tower LLC
c/o Crown Castle USA Inc.Owner
E. Blake Hawk, General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

5. The Agreement is amended by adding a new Section 19 to the end thereto:

19. Right of First Refusal. If Owner receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Owner's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Owner's interest in this Agreement, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Owner's notice covers portions of Owner's parent parcel beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Owner's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Tenant declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after Tenant's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

6. As further consideration for Tenant entering into this First Amendment, during the term of the Agreement, Tenant shall have the irrevocable option ("Option") to lease up to a maximum of 400 square feet of real property adjacent to the north side of the existing Premises at a location to be determined at Tenant's sole discretion ("Additional Lease Area") on the same

terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing Premises at the time of full execution of the Additional Lease Area Documents. The rent for the Additional Lease Area shall increase in the same manner as the rent increases for the existing Premises. Tenant may exercise the Option by providing written notice to Owner at any time; provided, however, that following Tenant's delivery of notice to Owner, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Owner agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Owner shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

7. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to Owner \$5,000.00 within sixty (60) days of full execution of this First Amendment by both parties.

8. If requested by Tenant, Owner will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Owner agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Owner hereby appoints Tenant as Owner's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Owner's behalf. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

9. Representations, Warranties and Covenants of Owner. Owner represents, warrants and covenants to Tenant as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Owner owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental

authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Tenant's request, Owner shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon Tenant's request, Owner shall cure any defect in Owner's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse effect on Tenant's use or possession of the Premises.

(e) Tenant is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(f) Owner agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

10. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

11. IRS Form W-9. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

12. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This First Amendment supersedes that certain Letter Agreement by and between Owner and Tenant dated July 21, 2015, and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, the terms and conditions in this First Amendment shall control. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

OWNER:
City of Swartz Creek,
a municipal corporation

By: David A. Krueger (SEAL)
Print Name: David A. Krueger
Title: Mayor

IN WITNESS WHEREOF, Owner and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

TENANT:

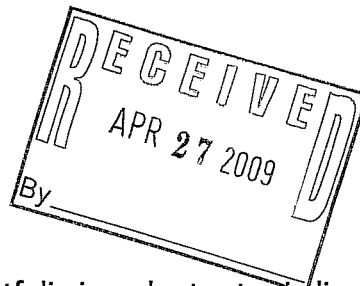
T-Mobile USA Tower LLC,
a Delaware limited liability company

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

By:  (SEAL)
Print Name: Lisa A. Sedgwick
Title: RET Manager

April 22, 2009

ADAM ZETTEL
8083 CIVIC DR
SWARTZ CREEK, ADDR STATE 48473-1377



Reference ID: FT01071A

Dear Landlord:

We are in the process of reassessing our cell site portfolio in order to stay in line with the current environment and aligned with best practices in the wireless industry.

At this time, we request that you contact Md7 to discuss changes to the lease agreement for the cellular antenna equipment on your property at 8100 B-Civic Drive, Swartz Creek, MI 48473. We have selected Md7 as our partner because of their professionalism and industry expertise and have authorized them to facilitate these changes in order to reinforce our relationship.

Please use the reference ID and toll-free number below when you speak with an Md7 representative.

CALL FOR MORE INFORMATION

REFERENCE ID: FT01071A
Account Rep: Garrett Zubok
PHONE: 888-517-1212, ext. 7431

Thank you for your immediate attention and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Allan Tantillo".

Allan Tantillo
Director, T-Mobile Towers
T-Mobile USA



April 22, 2009

City of Swartz Creek, Attention: Adam Zettel,
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1377
Reference ID: FT01071A

Dear City of Swartz Creek, Attention: Adam Zettel,

T-Mobile has directed Md7 to work with you to facilitate certain lease modifications that will reinforce T-Mobile's position as a leader in the industry and create a more viable long-term relationship with you.

Industry changes

As you may already know, recent economic and industry developments are changing how wireless carriers must operate. In the past, emphasis was placed on rapidly building out networks in order to improve coverage. Today, while the end-user is enjoying greater services and better coverage than ever before, escalating operating costs are growing at an unsustainable rate. As a result, the industry is shifting its focus to operating networks as efficiently as possible.

Eliminate risk and increase value

One way carriers are addressing this shift is by reassessing their cell-site portfolio. T-Mobile has partnered with Md7 to offer selected landlords like you the opportunity to minimize the personal and business risks associated with economic uncertainties, and to increase the true value of your cell site.

In exchange for your cooperation in amending the terms of your lease to support T-Mobile's long term success, T-Mobile and Md7 will guarantee your cell site lease income under the following terms:

- \$800 per month, commencing 7/1/2009
- 5% rent increase every 5 years, commencing 7/1/2014
- A rent holiday commencing 7/1/2027; rent will resume 7/1/2034 (assuming site is still operational)
- In exchange, T-Mobile will modify its termination rights to ensure your rental income stream starting immediately for the next **120 months**, totaling over **\$96,000.00**

OR

- Alternatively, you can elect to receive a one-time, lump-sum payment of \$84,225.00 in exchange for a 15 year lease assignment.

A sound decision

As the economy and the industry fluctuate, it can be comforting to have something you can count on. Although you have been invited by T-Mobile to share in this offer, your participation is optional and T-Mobile will continue to abide by the terms of the original agreement, including T-Mobile's ability to exercise termination rights where they exist. As always, T-Mobile values its affiliation with you and would like to "stick together" with you to continue a long and mutually beneficial relationship for years to come.

Please contact me to discuss the next steps to secure your relationship with T-Mobile for the long run.

Sincerely,



Garrett Zubok
Lease Consultant
phone (858) 964-7431
fax (858) 408-3090
gzubok@md7.com

Md7, LLC
3721 Valley Centre Drive
Suite 300
San Diego, CA 92130
USA
Office: 858 799 7850
Toll Free: 888 517 1212

Md7 is an authorized partner with

T-Mobile

COMMUNICATIONS SITE LEASE AGREEMENT

This COMMUNICATIONS SITE LEASE AGREEMENT ("Agreement") is dated as of DECEMBER 1, 2005, by Omnipoint Holdings, Inc., a Delaware Corporation ("Tenant") and the City of Swartz Creek, a Michigan municipal corporation ("Owner" or "Landlord").

For One Dollar (\$1.00) paid to Owner, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Owner owns a parcel of land ("Land") located in the City of Swartz Creek, County of Genesee, State of Michigan, commonly known as 8100 Civic Drive, Swartz Creek, Michigan 48473 (APN: 58-35-576-037). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below ("Effective Date/Due Diligence Period"), Owner hereby leases to Tenant and Tenant leases from Owner approximately Four hundred fifty (450) square feet of the Land and all access and utility easements necessary or desirable therefore ("Premises"), as may be described generally in Exhibit B annexed hereto.

2. **Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof ("Effective Date") Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below ("Due Diligence Period"), Tenant shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "Investigations and Tests") that Tenant may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Tenant determines, during the Due Diligence Period, that the Premises are not appropriate for Tenant's intended use, or if for any other reason, or no reason, Tenant decides not to commence its tenancy of the Premises, then Tenant shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Tenant expressly acknowledge and agree that Tenant's access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Tenant shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. **Term.** The term of Tenant's tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date") and shall terminate on the fifth anniversary of the Term Commencement Date ("Term") unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods ("Renewal Terms") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.

4. **Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand and 00/100 Dollars (\$1,000.00) per month ("Rent"). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased at the beginning of each Renewal Term by an amount equal to ten percent (10%) of the Rent in effect for the Term or previous Renewal Term. Rent shall be payable to Landlord at 8083 Civic Drive, Swartz Creek, Michigan 48473; Attention: Finance - Accounts Receivable. All of Tenant's monetary obligations set forth in this Agreement are conditioned upon Tenant's receipt of an accurate and executed W-9 Form from Landlord.

5. **Use.**

(a) From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant's intended use of the Premises, so long as such use on the part of Tenant does not violate any applicable federal, state or local laws or obligations of Tenant contained herein.

(b) Except as provided for, all assignments and/or subletting in paragraph 13 below, Tenant shall not grant any rights to the premises to any other party, whether by license, easement or otherwise, without the written approval of the Landlord

6. **Facilities; Utilities; Access.**

(a) Tenant has the right to construct, erect, maintain, test, replace, remove, operate and upgrade on the Premises communications facilities, including without limitation an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas, microwave dishes, antennas and equipment, a power generator and generator pad, and supporting equipment and structures therefor ("Tenant Facilities") In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Premises for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All of Tenant's construction and installation work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner, and any grading or soil movement, if any, shall not cause a nuisance on any abutting property. Tenant shall hold title to the Tenant Facilities and all of the Tenant Facilities shall remain Tenant's personal property and are not fixtures. Tenant has the right to remove the Tenant Facilities at its sole expense on or before the expiration or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Land, but is not required to remove any foundation more than three (3) feet below grade level.

(b) All construction and placement of the Tenants facilities on the land by the Tenant shall be performed and accomplished in compliance with the site plan approved by the Swartz Creek City Council on November 14, 2005; provided, however, that the Tenant shall not have any responsibility for maintenance of trees required to be planted by the Tenant on the land outside of the Premises after one (1) year.

(c) Tenant shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Tenant shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land. In connection therewith, Landlord hereby grants to the local telephone, power and utility companies (as appropriate) non-exclusive rights to locate, construct, install, operate, maintain, repair, replace, alter, extend, and/or remove cables and lines on, over, under and across a portion of Landlord's Property as necessary or desirable therefore. Landlord agrees to sign such documents or easements, at no cost to Tenant or the utility companies, as may be required by said utility companies to provide such service to the Premises. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Landlord and the servicing utility company. All utilities located on the Land shall be located underground.

(d) Tenant, Tenant's employees, agents and contractors shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. Landlord grants to Tenant, and Tenant's agents, employees and contractors, a non-exclusive access right for pedestrian and vehicular ingress and egress across the Land, and such right is described generally in Exhibit B.

(e) Landlord shall maintain the existing access roadways from the nearest public roadway to the location near the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant's use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road from the existing access roadway to the Premises ("Access Road"), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant's ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant's reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord's agents, employees, licensees, invitees or contractors. Tenant shall not be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement.

(f) Tenant shall provide to the City, without cost, space on the telecommunications tower at a point one-hundred feet (100) above ground level for the placement of telecommunications or other equipment.

7. **Interference.**

(a) Tenant shall operate the Tenant Facilities in compliance with all Federal Communications Commission ("FCC") requirements including those prohibiting interference to communications facilities of Landlord or other lessees or licensees of the Land, provided that the installation and operation of any such facilities predate the installation of the Tenant Facilities.

(b) Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees or licensees to, install new equipment on or make any alterations to the Land or property contiguous thereto owned or controlled by Landlord, if such modifications are likely to cause interference with Tenant's operations. In the event interference occurs, Landlord agrees to use best efforts to eliminate such interference in a reasonable time period. Landlord's failure to comply with this paragraph shall be a material breach of this Agreement.

8. **Taxes.** The Land is presently exempt from property taxes because the Land is owned by a tax-exempt entity. If the Premises becomes taxable to Tenant under Act 189 of the Public Acts of 1953, Tenant shall pay all taxes assessed to it under said Act, as well as any taxes assessed to it for its personal property located on the Premises.

9. **Waiver of Landlord's Lien.**

(a) Landlord waives any lien rights it may have concerning the Tenant Facilities, all of which are deemed Tenant's personal property and not fixtures, and Tenant has the right to remove the same at any time without Landlord's consent.

(b) Landlord acknowledges that Tenant has entered into a financing arrangement including promissory notes and financial and security agreements for the financing of the Tenant Facilities ("Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Landlord (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

10. **Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is ten (10) days from receipt of written notice; or (ii) by Tenant if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of the Tenant Facilities; or (iii) by Tenant if Tenant is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies; or (iv) by Tenant if any environmental report for the Land reveals the presence of any Hazardous Material after the Term Commencement Date; or (v) by Tenant if Tenant determines that the Premises are not appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (vi) by Tenant if the Landlord fails to deliver to Tenant an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

11. **Destruction or Condemnation.** If the Premises or Tenant Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Tenant may elect to terminate this Agreement as of the date of notice to Landlord, which shall be no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

12. **Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000 00) per occurrence and Two Million and 00/100 dollars (\$2,000,000 00) aggregate. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by

providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000 00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12. Such insurance shall relate only to matters related to the communications tower, related facilities

(c) Landlord shall be named as an additional insured on Tenant's policy

13. **Assignment and Subletting.** Tenant may assign this Agreement, or sublet or license the Premises or any portion thereof, which shall be evidenced by written notice thereof to Landlord within a reasonable period of time thereafter. Upon assignment, Tenant shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Tenant's obligations herein. Landlord may assign this Agreement, which assignment may be evidenced by written notice to Tenant within a reasonable period of time thereafter, provided that the assignee assumes all of Landlord's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Landlord's Lien") above. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Tenant may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Tenant (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

14. **Warranty of Title and Quiet Enjoyment.** Landlord warrants that: (i) Landlord owns the Land in fee simple, has rights of access thereto from the nearest public roadway, which Tenant is legally permitted to use, and the Land and access rights are free and clear of all liens, encumbrances and restrictions except those of record as of the Effective Date; and (ii) Landlord covenants and agrees with Tenant that Tenant may peacefully and quietly enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods.

15. **Repairs.** Tenant shall repair any damage to the Premises or Land caused by the negligence or willful misconduct of Tenant. Except as set forth in Paragraph 6(a) above, upon expiration or termination hereof, Tenant shall repair the Premises to substantially the condition in which it existed upon start of construction, reasonable wear and tear and loss by casualty or other causes beyond Tenant's reasonable control excepted.

16. **Hazardous Material.**

(a) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below). As of the Effective Date of this Agreement, Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the

ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. Landlord shall not be liable for any act or event for which it has immunity under law, unless otherwise decided by a court of competent jurisdiction.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

17. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) Both parties represent and warrant that their use of the Land and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(c) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(d) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(e) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Landlord:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473
Attn: City Manager, Paul Bueche
Phone: 810-635-4464

With a copy to:

Simen, Figura & Parker P L C
5206 Gateway Centre, Suite 200
Flint, Michigan 48507
Attn: City Attorney Richard Figura
Phone: (810)-235-9000

AND:

Tenant:

Omnipoint Holdings, Inc
c/o T-Mobile USA, Inc
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
With a copy to: Attn: Legal Dept

With a copy to:

Omnipoint Holdings, Inc
c/o T-Mobile USA, Inc
12170 Merriman Rd
Livonia, MI 48150
Attn: Lease Administration Manager

AND:

City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473
Attn: City Clerk
Phone: (810)-635-4464

Omnipoint Holdings, Inc
c/o T-Mobile USA, Inc
8550 W Bryn Mawr Ave
Chicago, Illinois 60631
Attn: Lease Administration Manager

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of Michigan.

(g) Landlord agrees to execute and deliver to Tenant a Memorandum of Agreement in the form annexed hereto as Exhibit C and acknowledges that such Memorandum of Agreement will be recorded by Tenant in the official records of the County where the Land is located.

(h) In the event the Land is encumbered by a mortgage or deed of trust, Landlord agrees to obtain and deliver to Tenant an executed and acknowledged non-disturbance and attornment instrument for each such mortgage or deed of trust in a recordable form reasonably acceptable to both parties.

(i) Landlord agrees to fully cooperate with Tenant (including obtaining and/or executing necessary documentation) to clear any outstanding title issues that could adversely affect Tenant's interest in the Premises created by this Agreement.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(l) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

(m) The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

(n) All Recitals set forth above, and all Riders and Exhibits annexed hereto, form material parts of this Agreement and are hereby incorporated herein by this reference.

(o) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

18. **Supplier Diversity.** Tenant is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Tenant that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Tenant and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section

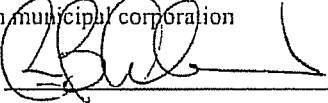
316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)) Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier

*****SIGNATURES ON FOLLOWING PAGE*****

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LANDLORD:

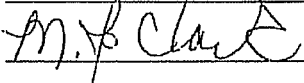
City of Swartz Creek,
a Michigan municipal corporation

By: 

Name: Richard B. Abrams

Title: Mayor

Date: 02 DE 2005

By: 

Name: Mary Jo Clark

Title: City Clerk

Date: 12-1-2005

Tax I.D.: 38-6034855

Diverse Supplier: ☐ Yes ☒ No

TENANT:

By: 

Name: Michael S. Hogan

Title: Director of Engineering & Operations

Date: 11/24/05

Proposal for:
City of Swartz Creek, Genesee County MI
July 16, 2026
Quoted by: Andrew Galvin

Software and Services for BS&A Cloud Upgrade



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade - Cloud Modules

Financial Management

GL-General Ledger	\$3,785.00
AP-Account Payable	\$3,090.00
PO-Purchase Order	\$3,010.00
CR-Cash Receipting	\$3,435.00
AR-Account Receivables	\$2,870.00
FA-Fixed Assets	\$2,805.00
Total	\$18,995.00

Personnel Management

PR-Payroll	\$5,155.00
TS-Timesheets	\$2,340.00
Total	\$7,495.00

Community Development

BD-Building Department	\$6,185.00
Total	\$6,185.00

Property

ASG-Assessing	\$5,830.00
TX-Tax	\$4,080.00
DPP-Delinquent Personal Property	\$1,065.00
Total	\$10,975.00

BS&A Online Fees for BS&A Online subscription services will be charged at the next renewal period.

CD-Building		\$1,850.00
	Total	\$1,850.00

Utility Billing

UB-Utility Billing		\$3,960.00
	Total	\$3,960.00

Subtotal	\$49,460.00
-----------------	--------------------

Upgrade Implementation

Services include:

- Management of your upgrade by our dedicated upgrade team for a smooth shift from .NET to BS&A Cloud.
- Assigned Project Coordinator works with you to create a project schedule aligned with your processes and needs.
- How-to guides and select reference videos provided for your users to become familiar with relevant Cloud processes prior to your go-live.
- Preliminary conversion and validation performed by the Upgrade Team, validating data, balances, configurations, and related settings prior to your live upgrade.
- Final data extraction, upgrade and validation for your BS&A Cloud go-live.
- Module-specific data validation performed by domain experts in the dedicated Upgrade Team.
- Testing and implementation of existing customizations prior to go-live, preserving functionality and ensuring critical components are converted.
- Migration of key custom reports, enabling continuity in reporting for your municipality from .NET to Cloud.
- Automated configuration of users and security roles based on your prior setup in the .NET applications.
- Conversion of approval workflows based on role-specific security, maintaining established processes.
- Training for all primary users on global functions of BS&A Cloud, such as navigation, searching, and reporting.
- Module-specific training for users of your municipality in their primary daily activities in BS&A Cloud.
- As applicable, configuration of existing hardware (barcode scanners, etc) for seamless integration with BS&A Cloud.
- As needed, transition from .NET Online Payments to cloud architecture configuration for uninterrupted payment processing.
- Prioritized support by the dedicated Upgrade Team for two weeks following your go-live, leveraging BS&A's best in class support system for case visibility and seamless transition to BS&A Customer Support following the hypercare period.

\$54,000.00

Cost Totals

Upgrade Modules – Annual Fee	Subtotal	\$49,460.00
Upgrade Implementation	Subtotal	\$54,000.00

Total Proposed **\$103,460.00**

Travel not expected for Upgrades. Any necessary travel to be billed at a per trip and/or per day cost.

Payment Schedule

- 1st Payment: **\$18,000** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$47,610** to be invoiced upon the subscription start date for upgrade modules.
- 3rd Payment: **\$1,850** to be invoiced upon next renewal of subscription-based BS&A Online features.
- 4th Payment: **\$18,000** to be invoiced July of 2027.
- 5th Payment: **\$18,000** to be invoiced July of 2028.

SaaS: The Future of Local Government Technology



SaaS

(Software as a Service)

You log in and
it just works.

• Hosting Costs

• Security & Compliance

• IT Workload

• Automatic Updates

• No Down Time

• Modern, Flexible, Scalable



SaaS Benefits

✓ **Make Life Easier**

⌚ Save Time

💰 Save Money

.NET

Limited VPN Access



Local Workstation Only

SaaS

Safe, Secure, Browser Access



Office



Home



On-the-go



SaaS Benefits

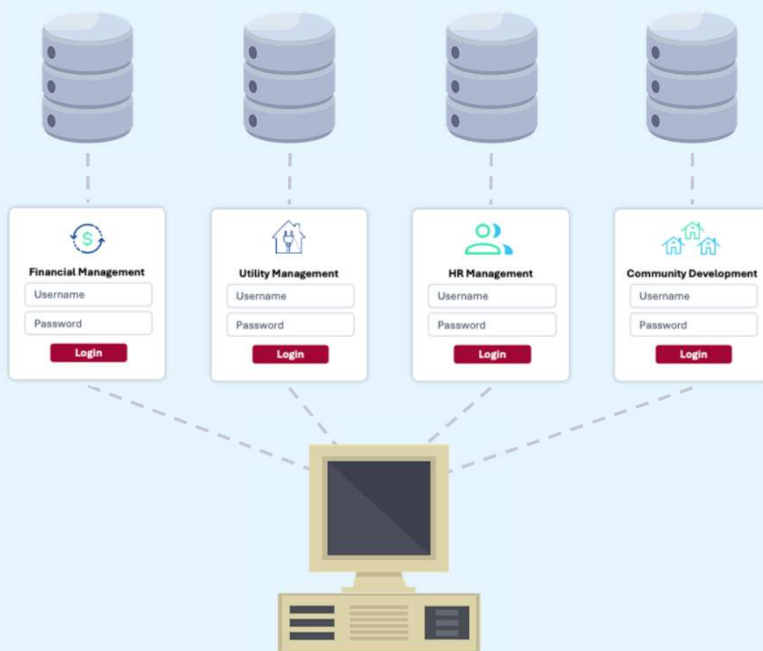
✓ **Make Life Easier**

⌚ **Save Time**

💰 **Save Money**

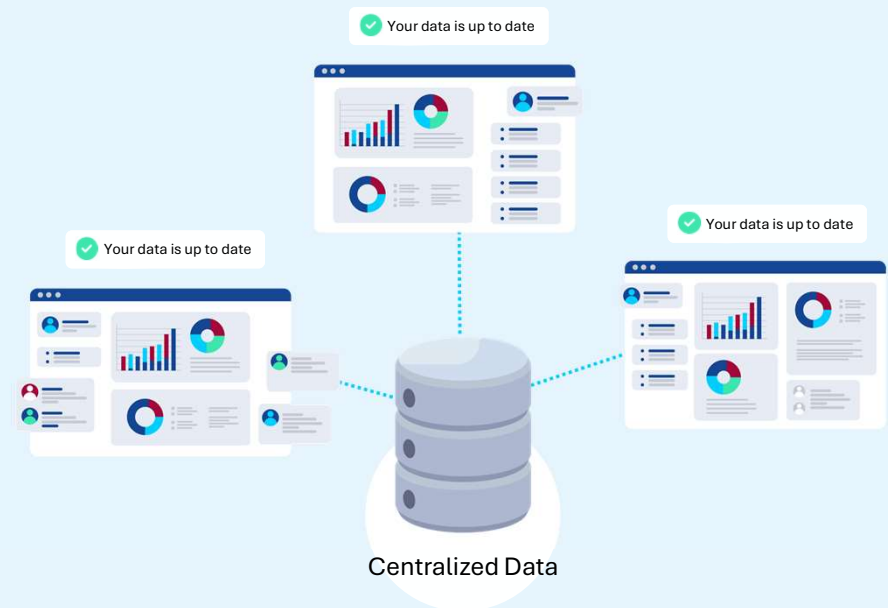
.NET

Limited Data Access



SaaS

Streamlined Access



SaaS Benefits

✓ **Make Life Easier**

✓ **Save Time**

✓ **Save Money**

.NET

Manual Management



✓ Updated

! Update Required

! Update Required



SaaS

Automatic Updates

✓ Your software is up to date



SaaS Benefits

✓ **Make Life Easier**

✓ **Save Time**

✓ **Save Money**

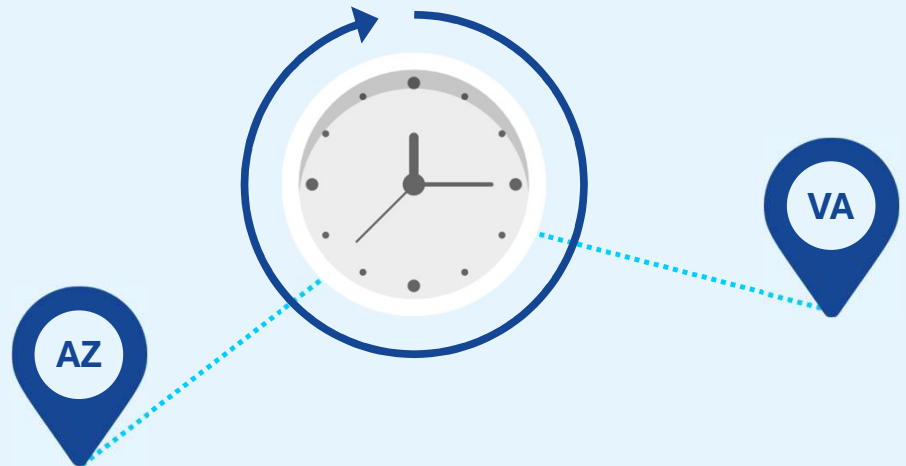
.NET

Manual Backups



SaaS

Automated Every 15 Mins.



SaaS Benefits

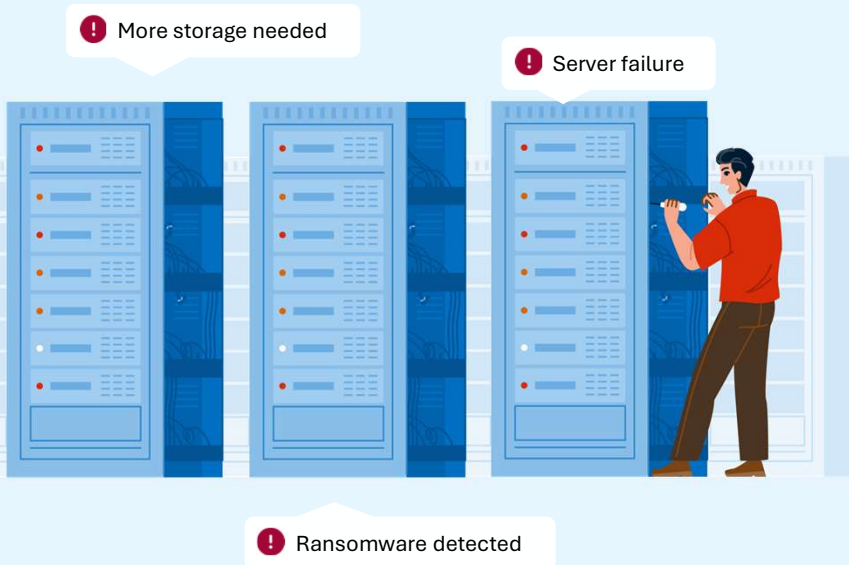
✓ **Make Life Easier**

✓ **Save Time**

✓ **Save Money**

.NET

Fluctuating Costs



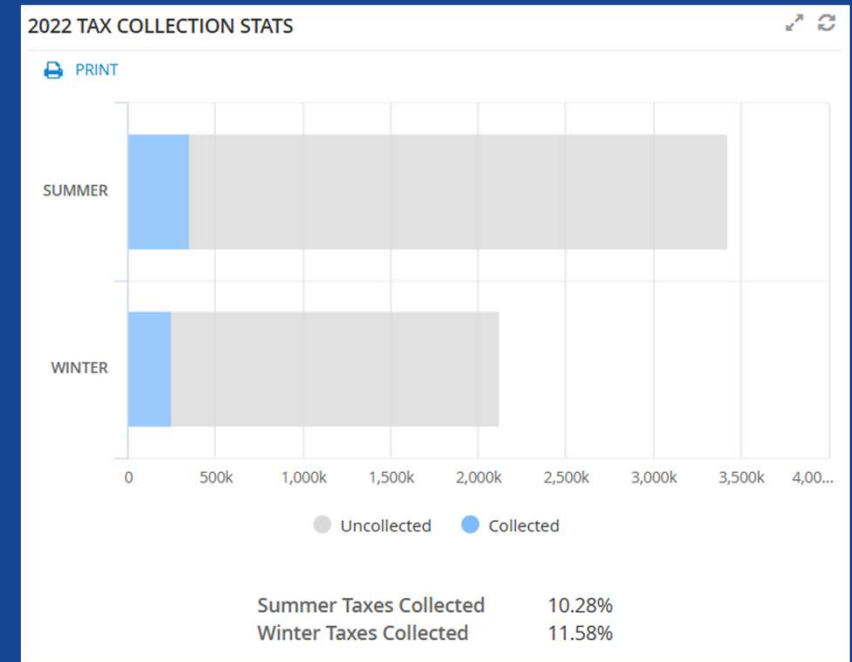
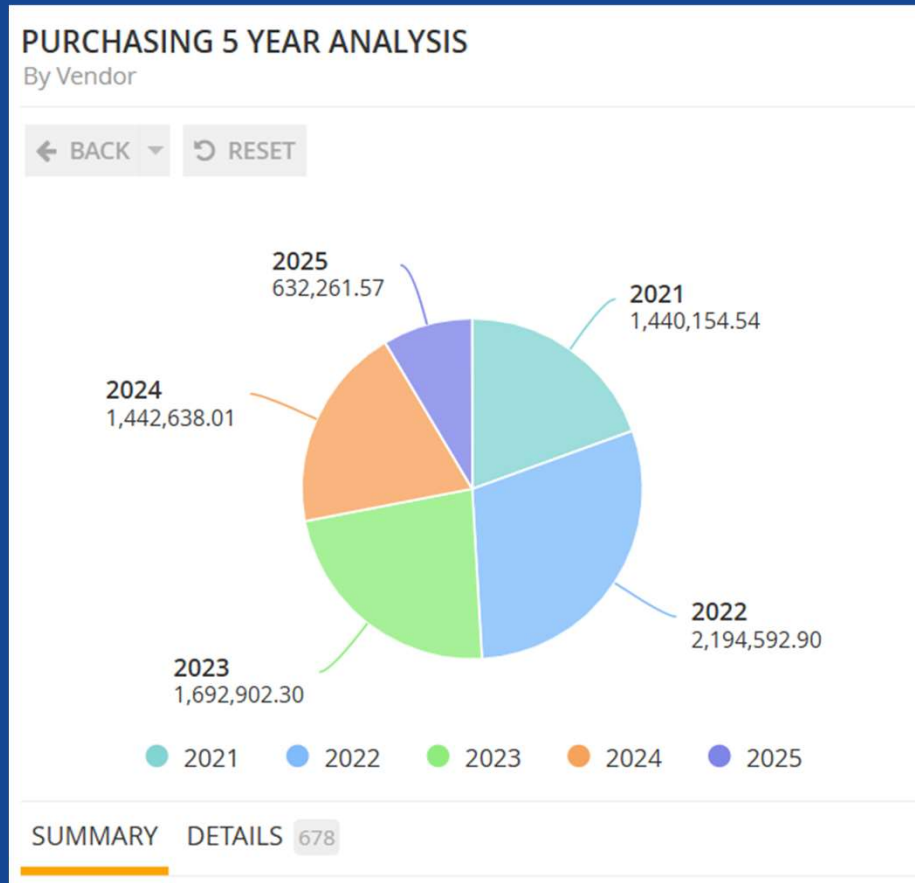
SaaS

Predictable Costs

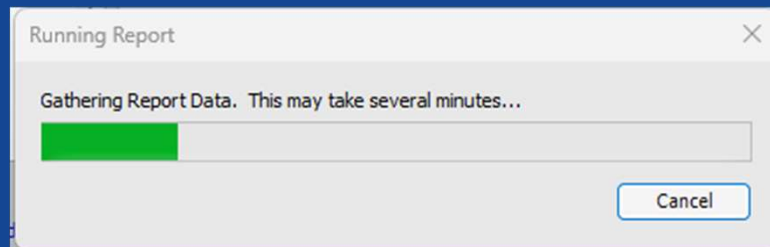
ERP Software Designed for Local Government

Infrastructure Management	✓
Intrusion Detection & Prevention Systems (IDPS)	✓
Scalable Resources	✓
Product Enhancements / Future Proof	✓
Self-Service Portal	✓
Security	✓
Continuous Monitoring	✓
Automated Backups	✓
Unlimited Storage	✓
Disaster Recovery	✓
Ransomware Resistance	✓

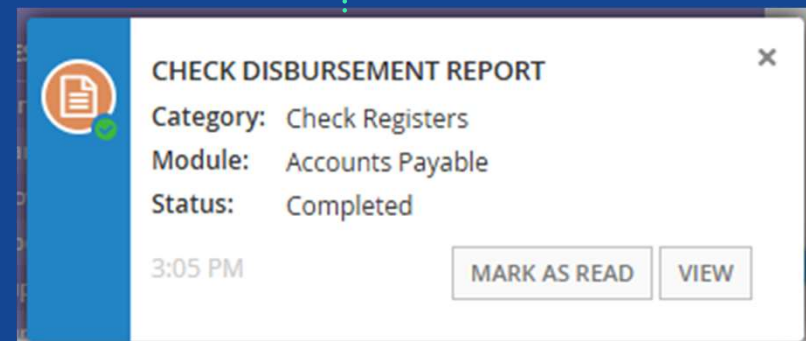
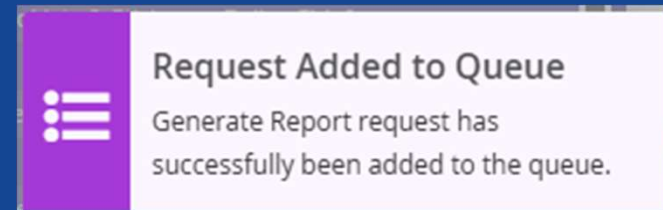
NEW Custom Dashboards



Background Reporting



.NET



SaaS

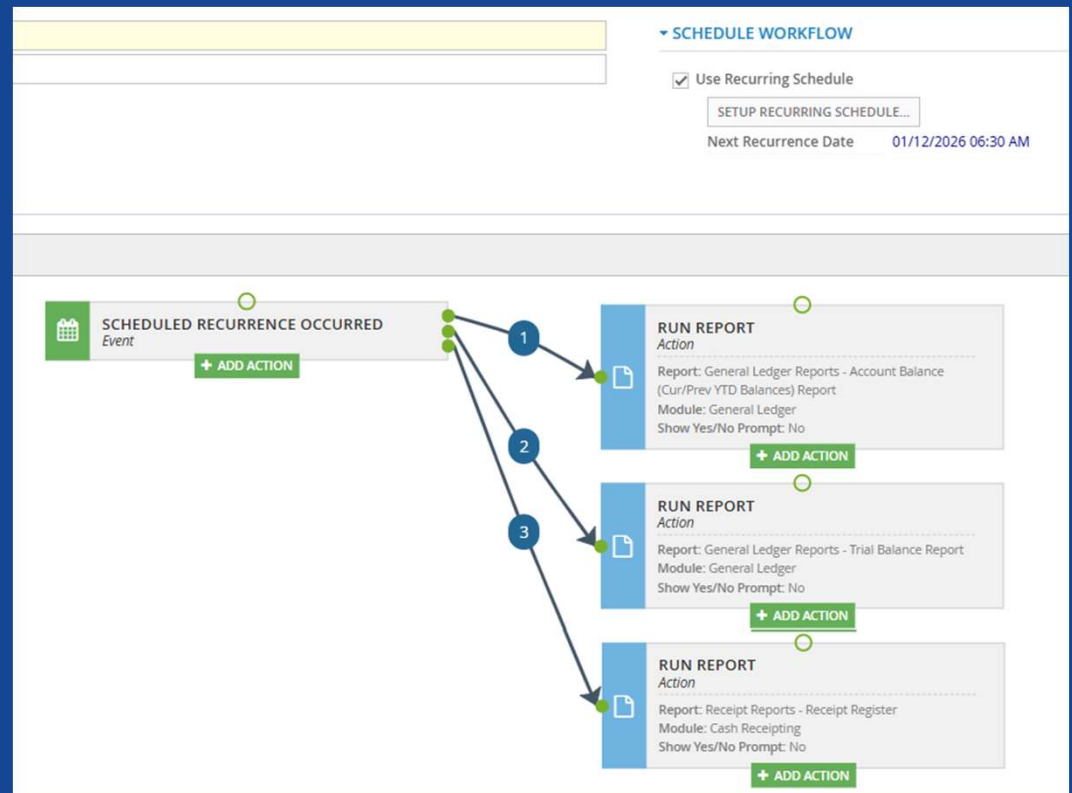


User-Defined Workflows

Schedule Reports to Generate
on a Set Recurrence

Email Reports on a Schedule

Automate Exports



.NET

SaaS



NEW

AI Assistant

Instant Answers

24/7 around the clock, no matter which module you're using

Secure & Scoped

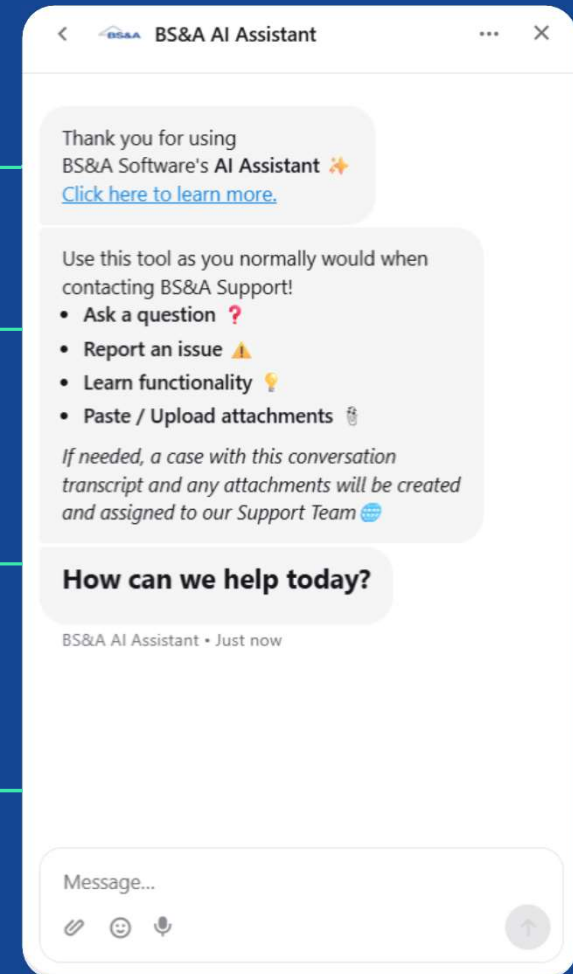
Answers sourced from 600+ help documents, manuals, webpages, all curated by BS&A experts

Support Transition

Seamlessly creates a case for BS&A Support Team with full context of your interaction

Always Improving

Deeper insights into user questions and issues to deliver a better experience over time



AI Invoicing

Create Invoice

▼ INVOICE VALUES

ACCOUNT FIELD	VALUE	CONFIDENCE
Amount	4750	98 %
Due Date	05/25/2025	98 %
Invoice Date	05/01/2025	98 %
Invoice Number	BSA CUS050122	75 %
Vendor Address 1	14965 Abbey LN	91 %
Vendor City	Bath	91 %
Vendor Name	BSA Software	95 %
Vendor State	MI	91 %
Vendor Zip	48808	91 %
Unmapped	BS&A SOFTWARE,	94 %

▼ INVOICE LINE ITEM VALUES

LINE ITEM FIELD	VALUE	CONFIDENCE
Line Item 1		
Amount	2750	96 %
Description	Financials (GL, AP, CR, PO, FA, AR)	95 %
Line Item 2		
Amount	2000	96 %
Description	Budget & Reconciliation Training (2 Days)	95 %



Vendor Information:
BSA Software
14965 Abbey LN
Bath, MI 48808

INVOICE

Invoice Date: 05/01/2025

Description: Annual SAAS

Due Date: 05/25/2025

Invoice Number: BSA CUS050122

Notes: Municipal Customer Large City

Description	Amount
Financials (GL, AP, CR, PO, FA, AR)	\$2,750.00
Budget & Reconciliation Training (2 Days)	\$2,000.00
Total	\$4,750.00

NEW

Global Search

775

775 in Navigation

NAVIGATION RESULTS

No Items found...

Other possible record type matches for 775 below...

BUSINESS RESULTS **BL** 1 result

DISPLAY ADDRESS	FULL NAME	BUSINESS NUMBER
775 NORTHRIDGE DR	Allen's Barber Shop	000000016
Search More Businesses...		

JOURNAL ENTRY RESULTS **GL** 4 of 100 results

JOURNAL ENTRY #	DESCRIPTION
★ 775	AIRPORT - 1995 CHRYSLER KEY
1775	REPAIRS - RTN FOR CREDIT
2775	PKS & REC - SUPPLIES
3775	PD - 46-1 PATROL CAR LETTERI...
Search More Journal Entries...	

INVOICE RESULTS **AP** 5 of 167 results

INVOICE #	REFERENCE #	DESCRIPTION	VENDOR NAME
77557	0000078415	FD- OFFICE SUPPLIES	1ST CHOICE OFFICE OUTLET
77564	0000078439	WWT- SUPPLIES PLASTIC UTEN...	1ST CHOICE OFFICE OUTLET
002420775	0000080886	PD - UNIFORMS	GALL'S INC
00268775	0000081075	WWT - BAGGED ICE	WITBECK'S FAMILY FOODS
107755	0000088495	PAPER ROLLS	1ST CHOICE OFFICE OUTLET
Search More Invoices...			



Centralized Person Record

6977 - CARRIER FAMILY PROPERTIES

ATTN: Ryhan Carrier

5605 Lakecress Dr. South

SAGINAW, MI 48603

2

(517) 285-8213

2

rcarrier@bsasoftware.com

1

\$ 21,693.52

VENDOR INFORMATION

07/20/2023

Not Specified

AIR - AIRPORT

Total Amount Due: 21,693.52

276.00	Invoices	CD	[VIEW]
658.00	Invoices	AR	[VIEW]
1,759.52	Accounts	UB	[VIEW]
0.00	Parcels	TAX	[VIEW]
19,000.00	Invoices	BL	[VIEW]



Security Responsibilities	.NET	SaaS
Infrastructure Management	Municipality	BS&A
User Permissions & Access Control	Municipality	Shared
Incident Response Preparedness	Municipality	Shared
Offsite Backups	Municipality	BS&A
Endpoint Security	Municipality	Municipality
Secure and Redundant Internet	Municipality	Municipality
Firewalls & Network Segmentation	Municipality	BS&A
Intrusion Detection and Prevention Systems (IDPS)	Municipality	BS&A
Web Application Firewalls (WAF)	Municipality	BS&A
Secure Remote Access	Municipality	Shared
Data Protection (Encryption, Backups)	Municipality	Shared
Patch Management	Municipality	BS&A
Continuous Monitoring (SIEM)	Municipality	Shared
Audits & Penetration Testing	Municipality	Shared
Regulatory Compliance	Municipality	Shared
Security Awareness Training	Municipality	Municipality
Backup & Disaster Recovery	Municipality	BS&A
Monitoring & Threat Detection	Municipality	BS&A
Scalability	Municipality	BS&A
Software Updates	Municipality	BS&A
Performance Monitoring	Municipality	BS&A
Disaster recovery	Municipality	BS&A
Support and Maintenance	Municipality	BS&A
Vulnerability Management	Municipality	Shared
DDoS Mitigation	Municipality	BS&A
Penetration Testing	Municipality	Shared
Secure Application Development	Municipality	Shared

SaaS Adoption

● Live Cloud Users + Implementation ongoing	750+
● Counties Live + Implementation Planned	27+ (20 evaluating)
● Municipalities Reviewing SaaS Contracts	885+
● Total Clients Live and Under Review 1,682 = 73% of our Customer Base	1,682



SLIP & SLIDE

COMMUNITY FUNDRAISER

Beat the heat.
MAKE A DIFFERENCE.

Grab your friends, cool off, and enjoy an afternoon of slip & slides, family fun, and community spirit—all while helping improve **Otterburn Park!**



FUN FOR THE
WHOLE FAMILY



HELP IMPROVE
OTTERBURN PARK
WITH YOUR DONATION



DATE:
SATURDAY,
JULY 25, 2026



TIME:
11AM – 3PM



LOCATION:
ELMS PARK
SLEDDING HILL
4150 ELMS RD.
SWARTZ CREEK, MI



City Council Packet
Where Friendships Last Forever



ALL PROCEEDS AND DONATIONS WILL SUPPORT

SHATTERED CHAINS

AS THEY WORK TO IMPROVE OTTERBURN PARK
FOR OUR COMMUNITY.



OUTDOOR MOVIE CINEMA SHOWING

Start Time

Friday Night 6:30 PM - 11:00 PM

Address

Fred & Phyllis Pajtas Theater 8099 Civic
Dr, Swartz Creek, MI 48473

Family Fun Activities

Food Trucks, Bounce House, Balloon
Artist & Magician

Sponsored By

