

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday February 24, 2014 7:00 P.M.
City Hall Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER:**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Regular Council Meeting of February 10, 2014 MOTION Pg.16
5. **APPROVE AGENDA**
5A. Proposed / Amended Agenda MOTION Pg.1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report (Agenda Item) MOTION Pg.2
6B. Quit Claim Deeds for Heritage, Map, & Minto Letter Pg.23
6C. AT&T Lease/Option Pg.28
6D. SBA Lease Memorandum Pg.53
6E. Draft Sidewalk Ordinance Pg.58
6F. Draft Property Maintenance Code Ordinance Pg.60
6G. Police Monthly Report Pg.63
6H. FANG Report Pg.70
6I. Bridge Railing Claim Letter Pg.73
6J. DEQ Cross Connection Report Pg.76
6K. Planning Enabling Act Excerpt Pg.78
6L. MML Road Money Talking Points Handout Pg.80
6M. Complete Streets Summary Sheet Pg.84
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Heritage Lot Sales RESO Pg.13
8B. AT&T Lease Agreement/Option RESO Pg.13
8C. Cell Tower Lease Memorandum RESO Pg.14
8D. Sidewalk Ordinance DISC Pg.58
8E. Property Maintenance Code DISC Pg.60
8F. Planning Commission Appointment DISC Pg.78
8G. Complete Streets Resolution DISC Pg.84
8H. Closed Session (Property Acquisition) Motion NA
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday February 24, 2014 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: February 14, 2014

OLD / ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MAJOR STREET FUND, TRAFFIC IMPROVEMENTS** (*See Individual Category*)

❑ **MORRISH ROAD BRIDGE PROJECT** (*Update*)

The disagreement over the payment due, if any, for the bridge railing feature continues. The city is refusing \$16,000 in payment because the work quality is terrible, out of specification, and likely to be a financial hardship in the future for maintenance purposes. The contractor is disputing the complete withholding of payment, and they indicated they would make one last final-and-best offer. As of writing, no such offer has been received. Instead, they have submitted another claim letter to the MDOT, seeking a regional hearing. The 5% offer is at stake since any decision made at the regional level is binding, but I stand by the prior decision of the city council in this regard. Moving forward is the right thing to do.

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

OHM is going to begin working on design engineering for Miller Road between Morrish and Dye. When preliminary work is completed, we will be back to discuss design options and costs. What follows is the background as written in the prior report.

Miller Road is in bad shape east of Morrish. The county Traffic Improvement Program (TIP) has scheduled funding to assist with these repairs for the summer of 2015 (we may do this over two years to better fund the project). The repairs would include milling of asphalt and resurfacing. No reconstruction is proposed.

The section from Morrish to Elms would be redone as it is currently configured. The section from Tallmadge Court to Dye Road is proposed to be done as three lanes with bike lanes, to match what is done elsewhere on Miller. This configuration could pose some issues, but there may be opportunities here as well.

The road is extremely wide east of Tallmadge Court. This section has shoulders and ditching heading east until the Heritage Plaza area, where the road is curbed. The road width for these distances exceeds 70 feet in some areas, and only 48 feet are needed for the three lane concept. This poses some obvious questions.

One possible solution is to perform a road diet in which the curb (likely the south side only) is brought in a lane width or two to meet modern needs. The reasons this may be a good idea include:

1. Traffic counts are much lower now with SPO operations and the extra lanes are simply not required.
2. Some yards on the south side of Miller are virtually non-existent. An extra 20 feet of yard could add much use value to the homes and future potential commercial.
3. Shrinking the road will shrink on-going maintenance costs and future repair costs substantially.
4. Shrinking the road would also lower speeds to match what is observed to the east in Flint Township and to the west.
5. A realigned curb would allow for an off-street path that would connect Swartz Creek to the Genesee Valley Trail (I am looking into grant funding for this).

Another option is to provide fewer lanes on the road and use hatch marks to eliminate travel near the shoulders. This is not recommended. It would not provide the benefits listed above, and it would look downright stupid.

The last option is to mark the road to match the current configuration. The benefits noted above would not present themselves, but the status quo would be maintained.

Cost estimates are as follows:

| Morrish to Elms | | | |
|---------------------------|---------------------|---------------------|-----------------------|
| | Federal Funds | Local Match | Total Cost |
| Preliminary Engineering | \$71,553.00 | \$17,888.00 | \$89,441.00 |
| Construction Engineering | | | \$0.00 |
| Construction | \$814,272.00 | \$203,568.00 | \$1,017,840.00 |
| Total Project Cost | \$885,825.00 | \$221,456.00 | \$1,107,281.00 |
| Tallmadge to Dye | | | |
| | Federal Funds | Local Match | Total Cost |
| Preliminary Engineering | \$71,865.00 | \$17,966.00 | \$89,831.00 |
| Construction Engineering | | | \$0.00 |
| Construction | \$817,825.00 | \$204,456.00 | \$1,022,281.00 |
| Total Project Cost | \$889,690.00 | \$222,422.00 | \$1,112,112.00 |

Note: Construction engineering is included in the construction cost total, equating to about \$130,000 per project.

- ✓ **2013-2014 FY BUDGET, LONG-TERM PUBLIC SAFETY FUNDING (Update)**
Staff is working on predicting how this fiscal year will end financially.
- ✓ **MI-DEQ SCRAP TIRE GRANT PROJECT #1, PARKING LOTS (Update)**
The city is still on track to receive \$136,904 from the MI-DEQ Scrap Tire Grant Program. We applied for a couple of our parking lots, being Public Safety Building and the north alley lot behind Hank & Don's.

The estimated total project costs have changed, along with some of the revenues. The changes included the water main addition, the alley hardscape, and the Meijer

sidewalk. The breakdown on fund allocation is listed. The current budget includes approximately \$170,000 of general fund money for this purpose. The additional funds are not yet budgeted. We will look to bring this up for the FY 2015 budget. The new estimates are as follows:

Project Costs

| | |
|---|------------------|
| Public Safety/Civic Drive | \$190,000 |
| Sidewalk | \$30,000 |
| Downtown Alley/Parking | \$65,000 |
| Alley Enhancement (includes lighting, landscaping, retaining wall, railing, and colored concrete) | \$65,000 |
| Water main Loop (for ductile iron water main) | \$80,000 |
| Design/Construction Engineering | \$71,350 |
| Total Project Cost | \$501,350 |

Fund Sources

| | |
|---------------------|-----------|
| Scrap Tire Grant | \$136,000 |
| Meijer Contribution | \$10,000 |
| Local Match | \$354,446 |

Fund Impact

| | |
|------------------|-----------|
| Total Cost | \$501,350 |
| Scrap Tire Grant | \$136,904 |
| Meijer | \$10,000 |
| CDBG (Pending) | \$29,000 |
| Water Fund | \$103,158 |
| General Fund | \$222,288 |

This proposal will likely change again! We met with the engineer and some of the property owners downtown. Recent revelations based upon the survey and owner preferences indicate that the water main work will not be practical or desirable at this time. This means that the alley resurfacing may not be in the cards either. However, this will allow the city to focus on resurfacing Civic Drive or to add additional features to the public parking area downtown, such as landscaping or a dumpster enclosure for the users in the Hank and Don’s building. We may be able to free up a 3-4 parking spots while we are at it. More updates will follow as a more final engineering scope and estimate is prepared.

- ✓ **WINCHESTER STREETS** *(No Status Change)*
The streets in the village could be the next ‘big thing’ for the community. There will be a number of options here, but it will take some time to research these. I hope to bring this up during the budget and begin engaging the city council and/or public after the new fiscal year starts.
- ✓ **WATER – SEWER ISSUES PENDING** *(See Individual Category)*
 - REHABILITATION PROGRAM** *(No Change of Status)*

We will begin work on the approved lining and inspection projects as soon as possible. A plan for the next five years will be forthcoming.

❑ **BEAR CREEK SANITARY SEWER AGREEMENT** (*Status*)

WWS advises that now that we have cleared the sanitary sewer concerns as it relates to the main that crosses the creek at the bridge, they'll begin preparing agreements for transfer of the main to the County. As soon as I get a draft of the agreement, I'll set the matter up for discussion on the terms.

❑ **KWA** (*No Change of Status*)

The city enacted a pass-along increase beginning after the first of the year for the first phase of the debt retirement for the KWA. Costs for future service are very uncertain and will undoubtedly rise much. Despite that, I believe that we need to look at local increases to support a local capital improvement program for aging infrastructure. This may not amount to much, but we need to start somewhere. If we simply pass along increase from the other authorities, we will not even be able to keep up with inflationary increases for operating.

On the bright side, those continuing to purchase Detroit water may find rates tripling! This could encourage Oakland County to join the KWA or make rates in Genesee County even more competitive. I have attached an interesting Free Press Article on the matter.

✓ **PERSONNEL: POLICIES & PROCEDURES** (*No Change of Status*)

I expect to make some changes here. There is not an existing set of policies outside of the police department and union contracts. I may enact a very skeleton set of policies, and begin the process of adding to it. I may also have a couple separate policies enabled in the near future based on need, such as a technology use policy or other flex/compensation time policies.

✓ **CITY PROPERTY, 4438 MORRISH ROAD** (*No Change of Status*)

I have a couple community development ideas for the property that the planning commission and city council should consider. I will revisit the demolition potential with Mr. Svrcek soon since the building's days are certainly numbered. This is something we may look at this summer.

✓ **LABOR CONTRACTS, SHARED SERVICES, BUILDING DEPARTMENT** (*No Change of Status*)

We are still in the process of finalizing integration with Mundy Township for shared services. However, we are up and running in a limited capacity. I will report back to the council on how this is working as things progress.

Mundy has also sent a letter indicating a willingness to work together in other ways. I have attached the letter. I will meet with Mr. Guigear to see what he has in mind. I suspect we will bring the shared services committee back together at some point to explore other options for shared services.

✓ **FIRE DEPARTMENT: COST RECOVERY & APPARATUS** (*No Change of Status*)

Pending

✓ **SPRINGBROOK EAST & HERITAGE S.A.D. – VACANT LOTS** (*Update*)

Following are issues pending for the three Associations:

| SPRINGBROOK COLONY | SPRINGBROOK EAST | HERITAGE VILLAGE |
|---|--|---|
| <i>Transfer Water, Sanitary Sewer, Storm Sewer to City.</i> | <i>Seek Solution for 12 Vacant Lots Owned by City.</i> | <i>Transfer Water, Sanitary Sewer, Storm Sewer, Streets to City. Seek Solution for 5 Vacant Lots Owned by City.</i> |

We are live with maintenance of utilities in Springbrook.

I will work on a land sale policy in the near future. A very rough draft is done, but this can probably wait till we finish our budget.

Heritage Village utility and street transfers are in the works again. I will keep the council posted.

- ✓ **MEIJER COMMUNITY DONATION** (*Status*)
Regarding the Meijer Community Donation, we are still looking at several options for consideration, one of which is a sidewalk segment that would accompany the parking lot tire grant work we are looking to do. The costs for this may be a burden. I will be looking at options with Mr. Svrcek and bouncing those off the council and Meijer.
- ✓ **EVIP COMPETITIVE GRANT ASSISTANCE PROGRAM** (*No Change of Status*)
The EVIP Category II report was submitted and received by the State of Michigan. Other reports will follow.

Last year, the city was looking at a grant source for the development of the Bristol Road property into a sports complex, with the schools. Lou has advised Rowe can do the application for \$1,200. We're going to proceed forward on the outside chance that funds may be available. I'll keep the Council posted on developments.

- ✓ **MDOT CALL FOR SAFETY PROJECTS** (*Status*)
We've re-submitted the Morrish – Fortino Intersection reconstruction for consideration. Chances are slim the project will qualify as it lacks accident data statistics. The application is pending MDOT review. I'll keep the Council posted on results.
- ✓ **WINCHESTER WOODS LOTS** (*No Change of Status*)
I suggest we delay any sales or negotiations until a land sale policy is adopted. Prior to the last meeting, staff notified the interested parties that a sale will not be forthcoming anytime soon. They do not appear to be in a hurry and will await the council's decision.

I want to take a harder look at the development of this area. Previously, the city considered an assessment that would provide drainage, curbs, gutters, road construction, street lights and sidewalks. The price per lot was absurd. I think the goal should be to make these lots buildable for quality homes. The city could probably achieve this with less intensive ditching and surfacing of the roads, sans the underground drainage system, lights, curbs, and sidewalks. This would drastically reduce the scope of the project.

A sale of lots to an adjacent property owner could compromise the success of any special assessment for improvements and the ability to use this lots for single family homes.

✓ **ANNUAL TAX FORECLOSED REVERTED PROPERTY** (*No Change in Status*)

The city has notified the county that it is willing to accept transfer of vacant land on Cardigan and Young Streets, as well as 5017 Third Street. We will notify the council when these transfers occur.

✓ **KROGER SITE - TOPVALCO** (*Update*)

Mr. Gildner has informed Topvalco that the city is fighting this appeal. They have responded that they MAY drop their case, and they will let us know shortly. Time is of the essence, so we may need to move forward with an appeal anyway. The concern is that this is a stall tactic by the petitioner, with the result being that the petition remains in effect and the city neglects to order the appraisal in time. This is something that our assessor has observed before. If we do order the appraisal, and the case is withdrawn, the price for work done by the appraisal company will be pro-rated.

The verbatim report on this issue from the original report follows in italics:

The owners of the Kroger site are in for another appeal. This is extremely bad news. This property was assessed at approximately \$8,000,000 a few years ago. An appeal that was settled last year cut this in half. They are requesting to half their assessment yet again. It is my opinion that the businesses in the community will continue to take such appeals to the Michigan Tax Tribunal as long as the city continues to settle such appeals instead of fighting them. The long term consequences are catastrophic.

The immediate result from this appeal would be a loss of approximately \$13,000 in property taxes/assessments that the city would expect from the Kroger site. If this were successful, the city would be short nearly \$40,000 in taxes and assessments compared to the pre-appeal values for this site alone. This is bad. What is worse is that the appeal values are used to combat other appeals in the area. I can think of a few commercial establishments that would benefit from values that might be settled at 25% of prior value.

The bottom line is that our city is known to settle and this has endorsed a culture of unreasonable appeals that set low values for the entire tax base. To make matters worse, the equalization process performed at the county level requires that the entire commercial tax base reduces each year at predetermined amounts (~4% a year for the last five years). If big appeals are gained by big businesses, the reductions to the community tax base need to be offset by maintaining (or increasing!) values on other commercial properties. In plain English, this means that if the Kroger property losses \$6,000,000 in value, the assessor cannot collectively lower other taxable values in the city by that amount even if year-over-year reductions merit it. This results in effective tax decreases for other businesses of about 8% total over the last half decade while successful MTT petitioners are cut in half (or more).

There is a solution. Values are rebounding. The sale of land alone for the Taco Bell site was approximately \$175,000 per acre. This is enough to make the Kroger site worth

the \$2,000,000 in value that they are requesting in land alone. If the site is collecting rents of about \$12 per square foot, they may be generating enough income to capitalize the site at 2-3x what they are claiming in value. Based on these market conditions, I suggest the city council order an appraisal and fight this. The city cannot afford to lose any more revenue, we cannot afford to allow settlements to encourage extreme value reductions and waster our time, and the smaller commercial outfits cannot endure the inequitable distribution of the tax burden that is resulting from deeper pockets filing more appeals.

This case is on the docket for May. An appraisal should be ordered in February to prepare our case. Heather estimates that the cost would be \$10,000. I would like comment from the council on whether or not to proceed with a resolution and allocation to see this through.

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

We have begun preparing for a rental registration program. One of the first steps will be to adopt the property maintenance code. This is up for discussion tonight as an agenda item. Once (if) this is done, I will be working with Mr. Johnson and the council to begin developing a program that is compatible with our community goals.

✓ **NEWSLETTER (Update)**

Due to costs, we are thinking that we can handle a summer and winter edition newsletter. This is a pretty common practice for cities since it is pretty effective at communicating seasonal information, while keeping costs down. We are thinking that April and October would be good publication months. We will keep you posted.

✓ **WINSHALL PAVILION (Update)**

Meadowbrook sent an adjuster out and received a subsequent quote from one of their approved contractors. They will cover the cost to clear the damage and replace the metal roof, less the deductible of \$500. The estimate for the contracted portion is approximately \$3,000. Since Meadowbrook is paying for the service, I will go ahead and order the repairs done using the preapproved contract as long as there are no objections from the city council.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **HERITAGE LOT SALES (Resolution)**

I have drafted resolutions for the transfer/sale of the Heritage lots in accordance with the intent of the city council. Since the transfer is not based on any conditions, a quit claim deed should suffice. This eliminates the need for a purchase agreement or other instrument. I have attached a map of the lots.

One of the potential buyers has opted out. The remaining properties are being deeded in accordance with the buyers' wishes and the directive given by council.

✓ **AT&T LEASE/OPTION AGREEMENT (Resolution)**

The city's water tower is still good for something. AT&T is proposing use of the tower to place antennas to expand their wireless network. They are requesting an option to do

so and will pay \$1,000 to secure such an option. If they are awarded this by the city council and choose to proceed, they will then submit a limited or administrative site plan for the placement of antennas and ground equipment on the site. If approval is granted for such use by the city, and the equipment is installed, AT&T is proposing an initial lease of \$2,000 monthly for use of the tower.

My opinion is that we pursue this. For the use to commence, the provider will need to perform an engineering study and satisfy other building/zoning compliance for the city. The overall impact should be minimal. Mr. Gildner has reviewed the terms and agreement form, and all issues have been addressed.

✓ **SBA LEASE MEMORANDUM** (*Resolution*)

This is a standard memorandum indicating a change in status of the lessee for the cell site in Elms Park. This is a common and benign agreement modification. Mr. Gildner has reviewed it and has no issues with its approval.

✓ **SIDEWALK ORDINANCE** (*Discussion*)

Winter is coming to an end, probably. Even so, we have been spreading the word about the need to clear sidewalks. Written warnings were drafted, volunteers have been delivering them.

A draft ordinance has been drafted by Mr. Gildner as an alternate to our current ordinance. This is just an option at this point. Hopefully, the council can provide some lively discussion and direction on the matter. It is my opinion that we engage in the promotion and enforcement of cleared sidewalks.

✓ **PROPERTY MAINTENANCE CODE ORDINANCE** (*Discussion*)

In order to better address blight, hazards, and other nuisances, we are looking to enhance our code enforcement abilities. In addition to the building code that provides for the erection and alteration of structures as permitted by the city, the property maintenance code (PMC) supplies regulations lots and other property conditions. Adopting the property maintenance code would enable the code enforcement officers of the city to cite nuisances, blight, and hazards directly under the PMC, avoiding the more cumbersome and less objective nuisance clauses of our current police ordinance.

The attorney has drafted an ordinance that would incorporate the most current PMC into the city code. This is a very common practice for local governments, and it will enable us to move forward with code enforcement and potential rental inspections using a very standardized, well accepted code. I strongly recommended this.

✓ **PLANNING COMMISSION APPOINTMENT** (*Discussion*)

Paul has been serving on the planning commission and desires to continue. However, Sec. 13-23. - Composition, terms of office, compensation of planning, states that:

- (a) The planning commission shall be composed of the mayor, a member of the council chosen annually by the council, an administrative officer of the city, and six registered electors of the city. The administrative officer of the city and the six electors shall be appointed by the mayor, subject to confirmation by the council.

Such officers are defined in the charter as: a City Manager, a City Attorney, a Clerk, a Treasurer, a Finance Officer, if there be one, an Assessor, a Health Officer, a Chief of Police, a Fire Chief, a City Engineer, a Building Inspector and a Constable.

There is a conflict with this provision as it relates to the Planning Enabling Act (PEA). This conflict was realized when staff and the Mayor began to consider options for Mr. Bueche's potential retirement. As the staff planner, it is a conflict for myself to serve on the commission in the role of an administrative officer. The ordinance permits another administrative officer to serve, but this is not in sync with the PEA, which permits any designee of the CAO to serve.

The PEA states that the membership of the commission should be as follows:

In a city, village, or county, the chief administrative official or a person designated by the chief administrative official, if any, the chief elected official, 1 or more members of the legislative body, or any combination thereof, may be appointed to the planning commission, as ex officio members, unless prohibited by charter.

To clear up this issue and ensure all existing and future appointments are lawful, I suggest we change the ordinance to permit the CAO or his/her designee to serve on the commission, instead of limiting it to "an administrative officer of the city."

✓ **COMPLETE STREETS RESOLUTION** (*Discussion*)

Complete Streets is a concept in which roadways are viewed as corridors that serve all modes of transportation instead of simply providing point to point vehicle movement. The concept also attempts to integrate properties that front the corridor as part of the transportation network. I have attached an explanation from Smart Growth America in the packet that better explains the concept.

I am writing about this now because the county is requesting a complete streets resolution from the city. The purpose is to enable more long term connectivity and trail planning, as well as to make the city more eligible for related grants. I will look to discuss this in more detail at the meeting. In short, this is a concept promoted in the city's master plan, and I recommend we continue past practice and look to pass a complete streets resolution. If the council agrees or has no objection, I will look to propose one at the first meeting in March.

✓ **CLOSED SESSION TO DISCUSS PROPERTY ACQUISITION** (*Discussion*)

There is a non-speculative real estate opportunity that I wish to bring to the city council's attention.

Council Questions, Inquiries, Requests and Comments

- ❑ *Additional Lighting, Miller – Fairchild Intersection.* We are back trying to get a review by Consumers Energy.
- ❑ *Parkridge Parkway "No Parking Signs".* They are missing in the back phase near Hickory Lane. We are working to replace them, but it will likely be when the ground thaws.

- ❑ *January Check.* The check that was cut to Landmark Appraisal in January was for standard contractual services.
- ❑ *Winter.* I began to wonder if the Earth may actually be moving further from the Sun. Tom told me to stop fidgeting by the window and to relax, that the Farmers' Almanac predicted an extreme winter this last summer. Sure enough, on August 25, 2013, the farmersalmanac.com published the following:

After the unusually warm and snowless winter of 2011–2012, many people questioned if winter could make a comeback. Well it did. Last winter was cold and especially snowy.

So, what's in store for this winter? The "Days of Shivery" are back! For 2013–2014, we are forecasting a winter that will experience below average temperatures for about two-thirds of the nation. A large area of below-normal temperatures will predominate from roughly east of the Continental Divide to the Appalachians, north and east through New England. Coldest temperatures will be over the Northern Plains on east into the Great Lakes. Only for the Far West and the Southeast will there be a semblance of winter temperatures averaging close to normal, but only a few areas will enjoy many days where temperatures will average above normal.

Precipitation-wise, the Southern Plains, Midwest, and Southeast will see above-normal conditions, while the rest of the country will average near normal. With a combination of below-normal temperatures and above-normal precipitation the stage will be set for the Midwest, Great Lakes, and Central and Northern New England to receive lots of snow. Farther south, where the thermometer will be vacillating above or below the freezing mark, Southern New England, Southeast New York, New Jersey, and down through the Mid-Atlantic region will be seeing either copious rains and/or snows.

And yet, the Pacific Northwest (or is it "northwet?") where indeed wet weather is almost a given during the winter months, the overall winter season could average out drier than normal.

Significant snowfalls are forecast for parts of every zone. Over the Northeast and Mid-Atlantic states, we are "red-flagging" the first ten days of February for possible heavy winter weather. More importantly, on February 2, Super Bowl XLVIII will be played at MetLife Stadium in New Jersey's Meadowlands—the very first time a Super Bowl will be played outdoors in a typically cold weather environment. We are forecasting stormy weather for this, the biggest of sporting venues. But even if we are off by a day or two with the timing of copious wind, rain, and snow, we wish to stress that this particular part of the winter season will be particularly volatile and especially turbulent.

And mid-March could bring a wave of storminess stretching almost from coast to coast, bringing a wide variety of precipitation types as well as strong and gusty winds.



**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday February 24, 2014 7:00 P.M.**

Resolution No. 140224-4A MINUTES – FEBRUARY 10, 2014

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 10, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140224-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of February 24, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140224-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the City Manager’s Report of February 24, 2014, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140224-8A

HERITAGE LOT SALES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City Council passed resolution 131014-09 to offer certain properties in Springbrook East and Heritage Village condominiums for sale to specific interests, based upon certain contingencies, and;

WHEREAS, the council subsequently passed resolution 131028-07 to sell five lots in Heritage Village condominium to three buyers, and;

WHEREAS, City Charter Section13.3(b)(2) requires a land sale resolution to be passed in its final form and placed on file for 30 days for public inspection before any sale can be executed, and;

WHEREAS, the city council subsequently rescinded these lot sales and directed staff to begin the sale process over, with an understanding that conditions were not required and a previous offer was agreed to by the same council, and;

WHEREAS, the potential buyer of two lots described as parcels 58-30-651-092 and 58-30-651-091, the buyers being Jason and LeAnne Minto, have withdrawn their interest in those lots.

NOW THEREFORE, I Move the City of Swartz Creek City Council approve the sale of two lots to Mr. F. Jack Belzer for a price of \$1,734 each, such lots described as parcel identification numbers 58-30-651-093 and 58-30-651-094.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council approves the sale of one lot to Mr. Theodore R Kramer Jr. and Ms. Ruth A. Kramer for a price of \$1,734, said lot described with parcel identification number 58-30-651-099.

BE IT FURTHER RESOLVED, that the transfer of said parcels is to be by quit claim deed as included in the city council packet.

BE IT FURTHER RESOLVED, that the resolution and quit claim deeds shall be made available to the public by the city clerk for a period of no less than 30 days, and only after the expiration of such review period shall the city council make a final determination on the sale of such parcels.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140224-8B

AT&T LEASE/OPTION FOR WATER TOWER SITE

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek City owns real property with a water tower structure off of Miller Road, and;

WHEREAS, the height and location of the water tower provide an ideal setting for the location of communication service providers, and;

WHEREAS, the city currently leases certain rights at this location to a communication provider, and;

WHEREAS, another such provider, known as New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., 13-F West Tower, Atlanta, GA 30324, desires to execute an option to lease certain ground rights and tower rights on this site, and;

WHEREAS, the final location and use of the site will be subject to a site plan review and engineering study, and;

WHEREAS, the lessee is offering a market rate for the use of the site, and;

WHEREAS, the services provided by the potential lessee are known to provide a benefit that is used by the general public.

NOW THEREFORE, I Move the City of Swartz Creek City Council approve the option to lease the water tower site as proposed in the amended agreement that is attached hereto and direct the Mayor and City Clerk to execute the agreement on behalf of the City.

BE IT FURTHER RESOLVED, the final execution of any subsequent lease, including related exhibits and descriptions, will be contingent upon satisfactory permitting of a site plan, construction drawings, and all local, state, and federal permits.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140224-8C SBA LEASE MEMORANDUM

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek approved a lease arrangement with Nextel West Corp. in June of 2005 for the use of certain land within Elms Park for the purpose of erecting and operating a cellular antenna, and;

WHEREAS, the lease provided for assignment rights that may be used from time to time by the lessee, and;

WHEREAS, a memorandum of lease has been sent to the city to affirm such an assignment and restatement of lease terms, covenants, and conditions and;

WHEREAS, the city attorney has reviewed the memorandum and recommends its execution.

NOW THEREFORE, I Move the City of Swartz Creek City Council approve the memorandum of lease with SBA 2012 TC Assets, LLC, a Delaware limited liability

company, formerly known as TowerCo Assets, LLC, a Delaware limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, and directs the Mayor to execute such lease.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 140224-8D

CLOSED SESSION TO CONSIDER PROPERTY ACQUISITION (ROLL CALL VOTE)

Motion by Councilmember: _____

I MOVE the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of discussion the potential acquisition of real estate.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE COUNCIL MEETING
DATE 2/10/2014**

The meeting was called to order at 7:02 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance to the Flag.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Public Services Director Tom Svrcek, City Clerk Juanita Aguilar, City Attorney Mike Gildner.

Others Present: Tommy Butler, Jim Florence, Boots Abrams, Bob Plumb, Bud Grimes, Ron Schultz, Steve Warren.

APPROVAL OF MINUTES

Resolution No. 140210-01 **(Carried)**

Motion Councilmember Porath
Second by Councilmember Hurt

I Move the Swartz Creek City Council hereby approve the Minutes of the Regular Council Meeting, held Monday, January 27, 2014 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 140210-02 **(Carried)**

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the Agenda as presented, for the Regular Council Meeting of February 10, 2014, to be circulated and placed on file.

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

REPORTS AND COMMUNICATIONS:

City Manager’s Report

Resolution No. 140210-03

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the Swartz Creek City Council approve the City Manager’s Report of February 10, 2014, to be circulated and placed on file.

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

Discussion Ensued.

MEETING OPENED TO THE PUBLIC

None.

COUNCIL BUSINESS

CDBG Public Hearing

Public Hearing Open.

(7:25 pm)

City Manager Zettel went through possible projects in which to use the CDBG funds available; streetscapes and/or sidewalks for Miller Road in the “traditional downtown area, potential interchange entryway features to I-69 and Morrish, wayfinding program for downtown and contributing funds towards the alleyway project on Morrish Road, including lighting, landscape features and accessibility provisions for the parking lot.

Mayor Krueger asked if the money could be combined with the Meijer donation to continue with the sidewalk project on Fortino Drive. Mr. Zettel advised that it could.

Public Hearing Closed.

(7:36 pm)

CDBG Allocation

Resolution No. 140210-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Hurt

WHEREAS, the City of Swartz Creek City Council receives an allocation of Community Development Block Grant Funds from Genesee County on a three year cycle; and

WHEREAS, such funds must be used in eligible low to moderate income areas of the city for approved and eligible purposes; and,

WHEREAS, funds are still available, through spring of 2015, for use by the city for such purposes; and,

WHEREAS, the city council held a public hearing on February 10, 2014 to hear public comment related to the use of such funds;

NOW, THEREFORE, BE IT RESOLVED THAT the Swartz Creek City Council accept amend the three year Community Development Block Grant Distribution and allocate the remainder of the current cycle funds, estimated to be \$29,101, to support accessibility, lighting, and decorative enhancements to the public parking and alley located on Morrish Road in downtown Swartz Creek..

Discussion Ensued.

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

NO: None. Motion Declared Carried

Bridge Inspections

Resolution No. 140210-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek approve the proposal for routine bridge inspections in the amount of \$800.00 to Rowe Professional Services Company.

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

NO: None. Motion Declared Carried.

Bristol Road Maintenance Proposal

Resolution No. 140210-06

(Failed)

Motion by Councilmember Gilbert
Second by Councilmember Hurt

I Move the City of Swartz Creek approve an allocation of \$11, 201 from the local street fund for the purpose of contributing to the Genesee County Road Commission sealing project on Bristol Road between Morrish and Elms Roads.

Discussion Took Place.

YES: None.

NO: Shumaker, Abrams, Gilbert, Hicks, Hurt, Krueger, Porath. Motion Failed.

OHM Miller Road Design Engineering

Resolution No. 140210-07

(Carried)

Motion by Councilmember Hurt
Second by Mayor Pro-Tem Abrams

WHEREAS, the city submitted resurfacing projects for Miller Road, including a segment from Morrish to Elms and a segment from Tallmadge to Dye, to the Genesee County Metropolitan Planning Commission for approval in the Traffic Improvement Program; and

WHEREAS, the projects were approved for construction during the 2015 season, with allocations of funds and cost sharing as outlined herein; and

| Morrish to Elms | | | |
|--------------------------|---------------|--------------|----------------|
| | Federal Funds | Local Match | Total Cost |
| Preliminary Engineering | \$71,553.00 | \$17,888.00 | \$89,441.00 |
| Construction Engineering | | | \$0.00 |
| Construction | \$814,272.00 | \$203,568.00 | \$1,017,840.00 |
| Total Project Cost | \$885,825.00 | \$221,456.00 | \$1,107,281.00 |
| Tallmadge to Dye | | | |
| | Federal Funds | Local Match | Total Cost |
| Preliminary Engineering | \$71,865.00 | \$17,966.00 | \$89,831.00 |
| Construction Engineering | | | \$0.00 |
| Construction | \$817,825.00 | \$204,456.00 | \$1,022,281.00 |
| Total Project Cost | \$889,690.00 | \$222,422.00 | \$1,112,112.00 |

WHEREAS, the city needs to select a professional engineer to perform preliminary engineering design work for these segments and

WHEREAS, the city can choose from its list of pre-qualified companies, excluding Rowe Professional Services Company due to current mandates; and

WHEREAS, OHM Advisors is one such firm that the city has been working with to provide this service and the city has received a not-to-exceed cost estimate for both segments.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approve the design engineering proposals by OHM Advisors for amounts not to exceed \$84,114 for Miller Road between Tallmadge Court and Dye Road and \$83,140 for Miller Road from Morrish to Elms Road.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor and staff to prepare and execute third party MDOT contracts as needed to begin preliminary design work, and that the budget be amended to reflect contributions and revenues as reflected above within the major street fund.

Discussion Took Place.

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

Topvalco Inc. Appeal

Resolution No. 140210-08

(Carried)

Motion by Councilmember Porath
Second by Councilmember Hurt

I Move the City of Swartz Creek amend the budget to allocate \$12,000 of general fund balance to the assessing department for the purpose of contesting the tax appeal by Topvalco Inc., for real property located at 7084 Miller Road, costs to include an appraisal, legal services, and other related expenses.

Discussion Ensued.

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

Solid Waste Plan

Resolution No. 140210-09

(Carried)

Motion by Mayor Pro-Tem Abrams
Second by Councilmember Hurt

WHEREAS, the plan was prepared pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, Part 115, Solid Waste Management, and its Administrative Rules by the Solid Waste Management Committee and the staff of the Genesee County Metropolitan Planning Commission; and

WHEREAS, The proposed amendment to the Genesee County Solid Waste Management Plan has been approved by the Solid Waste Management Committee and the Genesee County Board of Commissioners; and

WHEREAS, the members of the Board have had an opportunity to review the Plan amendment and have determined that the proposed Plan amendment is acceptable; and

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek, of the County of Genesee, Michigan, find the proposed Amendment to the Genesee County Solid Waste Management Plan to be an acceptable Amendment to the current Plan, and hereby approve said amendment.

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

NO: None. Motion Declared Carried

Rental Registration & Inspections

(Discussion)

City Manager Zettel spoke about the need to look into inspecting and registering residential rental properties in the city, as well as vacant and foreclosed homes.

Newsletter

(Discussion)

Mr. Zettel stated that he would like to continue to send out the newsletter. Mr. Zettel discussed how often the newsletter would be sent out.

Planning Commission Appointment

(Discussion)

Mr. Zettel spoke about the city ordinance that requires that a member of the administrative staff of the city sit on the planning commission, but the Planning and Enabling Act states that the Chief Administrator for the City must sit on the board. Mr. Zettel stated that the two are in conflict. Several options were discussed.

MEETING OPEN TO PUBLIC:

Tommy Butler, 40 Somerset, spoke about an article in the View about the police department. Mr. Butler stated that it was a very well written article. Mr. Butler spoke about FANG and asked exactly what they do.

REMARKS BY COUNCILMEMBERS:

Councilmember Shumaker spoke about the Small Cities Meeting and the problems with sidewalks not being cleared.

Councilmember Hicks spoke about the snow being piled so high on the sides of the roads that residents cannot see traffic coming as they are coming out of their driveways.

Councilmember Hurt stated that he has decided not to seek re-election to the City Council in November. Mr. Hurt stated that he has enjoyed being on the council.

Mayor Pro-Tem Abrams thanked Councilmember Hurt for his time on the Council and for all of the work that he has done.

Mayor Krueger thanked Councilmember Hurt for his service.

Adjournment

Resolution No. 140210-10

(Carried)

Motion by Councilmember Shumaker
Second by Councilmember Hurt

I Move the City of Swartz Creek adjourn the Regular Session of the City Council meeting at 8:51 p.m.

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

David A. Krueger, Mayor

Juanita Aguilar, City Clerk

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That Swartz Creek City

a Michigan home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473

Quit Claims to F. Jack Belzer

whose street number and postoffice address is 3153 W. Hill Road, Flint, Michigan 48507

the following described premises situated in the City of Swartz Creek, County of Genesee and the State of Michigan, to wit:

3270 Heritage Boulevard, parcel identification number 25-58-30-651-093

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of

One Thousand Seven Hundred Eleven Dollars, eighty-six cents (\$1,711.86).

Dated this _____ day of _____, 2014.

Signed in the presence of:

*

*

Signed by:

By
*
Its
and
*
Its

STATE OF MICHIGAN }
COUNTY OF GENESEE }

The foregoing instrument was acknowledged before me this ____ day of

2014 by _____
(Individual Name(s) and Office(s) Held)
_____ of _____
(Corporate Name)
_____, a Michigan home rule city, on behalf of the City.

*

Notary Public, _____ County, Michigan
My commission expires:

| | | |
|--------------------------|-------------------------------|-------------------|
| When Recorded Return To: | Send Subsequent Tax Bills To: | Drafted By: |
| Name | | Business Address: |
| Street Address | | |
| City, State and Zip | | |
| Tax Parcel # | Recording Fee \$ | Revenue Stamps |

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That Swartz Creek City

a Michigan home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan, 48473

Quit Claims to F. Jack Belzer

whose street number and postoffice address is 3153 W. Hill Road, Flint, Michigan 48507

the following described premises situated in the City of Swartz Creek, County of Genesee and the State of Michigan, to wit:

3264 Heritage Boulevard, parcel identification number 25-58-30-651-094

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of

One Thousand Seven Hundred Eleven Dollars, eighty-six cents (\$1,711.86).

Dated this _____ day of _____, 2014.

Signed in the presence of:

*

*

Signed by:

By
*
Its
and
*
Its

STATE OF MICHIGAN }
COUNTY OF GENESEE }

The foregoing instrument was acknowledged before me this ____ day of

2014 by _____
(Individual Name(s) and Office(s) Held)
_____ of _____
(Corporate Name)
_____, a Michigan home rule city, on behalf of the City.

*

Notary Public, _____ County, Michigan
My commission expires:

| | | |
|--------------------------|-------------------------------|-------------------|
| When Recorded Return To: | Send Subsequent Tax Bills To: | Drafted By: |
| Name | | Business Address: |
| Street Address | | |
| City, State and Zip | | |
| Tax Parcel # | Recording Fee \$ | Revenue Stamps |

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That Swartz Creek City

a Michigan home rule city, whose address is 8083 Civic Drive, Swartz Creek, Michigan, 48473

Quit Claims to Theodore R. Jr. & Ruth A. Kramer

whose street number and postoffice address is 6224 Bainbridge Drive, Swartz Creek, MI 48473

the following described premises situated in the City of Swartz Creek, County of Genesee and the State of Michigan, to wit:

6217 Bainbridge Drive, parcel identification number 25-58-30-651-099

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of

One Thousand Seven Hundred Eleven Dollars, eighty-six cents (\$1,711.86).

Dated this _____ day of _____, 2014.

Signed in the presence of:

*

*

Signed by:

By
*
Its
and
*
Its

STATE OF MICHIGAN }
COUNTY OF GENESEE)

The foregoing instrument was acknowledged before me this ____ day of

2014 by _____
(Individual Name(s) and Office(s) Held)
_____ of _____
(Corporate Name)
_____, a Michigan home rule city, on behalf of the City.

*

Notary Public, _____ County, Michigan
My commission expires:

| | | |
|--------------------------|-------------------------------|-------------------|
| When Recorded Return To: | Send Subsequent Tax Bills To: | Drafted By: |
| Name | | Business Address: |
| Street Address | | |
| City, State and Zip | | |
| Tax Parcel # | Recording Fee \$ | Revenue Stamps |

3264 & 3270 Heritage
Mr. Belzer

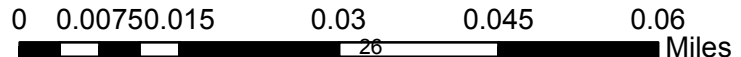
3278 & 3284 Heritage
Interest waived by Minto

6217 Bain Bridge
Mr. Kramer



City of Swartz Creek Heritage Parcels

City Council Packet



02/24/2014

Adam Zettel

From: LeeAnn Minto <leek2663@yahoo.com>
Sent: Thursday, February 13, 2014 7:45 PM
To: azettel@cityofswartzcreek.org
Subject: Re: Withdrawal of interest in city owned lots in Heritage Village

Sent from my Verizon Wireless 4G LTE DROID

LeeAnn Minto <leek2663@yahoo.com> wrote:

Sent from my Verizon Wireless 4G LTE DROID

OPTION AND STRUCTURE LEASE AGREEMENT

THIS OPTION AND STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the City of Swartz Creek, a Michigan municipality, having a mailing address of 8083 Civic Drive, Swartz Creek, Michigan 48473 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located on parcel No. 25-58-02-100-005, 8470 Miller Road, City of Swartz Creek, County of Genesee, State of Michigan (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

- (a) Landlord grants to Tenant an option (the "**Option**") to lease a portion of the Property consisting of:
- (i) approximately 480 square feet (16ft x 30ft) including the air space above such ground space, as described on attached **Exhibit 1**, for the placement of Tenant's Communication Facility;
 - (ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");
 - (iii) that certain space on the tower structure as generally depicted on **Exhibit 1** annexed hereto and made a part hereof, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and
 - (iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and other necessary connections over or along any right-of-way extending from the aforementioned public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space, are hereinafter collectively referred to as the "**Premises.**"
- (b) During the Option Term, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or

scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One Thousand and No/100 Dollars (\$1,000.00) within thirty (30) business days of the Effective Date. The Option will be for an initial term of one (1) year commencing on the Effective Date (the "**Initial Option Term**") and may be renewed by Tenant for an additional one (1) year (the "**Renewal Option Term**") upon written notification to Landlord and the payment of an additional One thousand and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the "**Option Term.**"

(d) The Option may be sold, assigned or transferred at any time by Tenant to an Affiliate of Tenant or to any third party agreeing to be subject to the terms hereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to an Affiliate or a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Option Term this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the term of this Agreement the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property,**" which includes without limitation the remainder of the Structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communication fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right, but not the obligation, to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described in **Exhibit 1** as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment

shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use, including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at the Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

3. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "**Term Commencement Date**"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the Rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and the Holdover Term are collectively referred to as the Term (the "**Term**").

4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance Two Thousand and No/100 Dollars (\$2,000.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

The monthly Rent will increase annually by Three percent (3.0%) over the Rent paid during the previous year term.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of or delay in obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 11(d) Environmental, 18 Condemnation or 19 Casualty.

7. INSURANCE.

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

- (i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;
- (ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and
- (iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

8. INTERFERENCE.

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere with those existing radio frequency uses on the Property, as long as those existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party, if the exercise of such grant may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was

prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants that, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities, and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**") to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omission of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or

restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous substances on the Property, or any environmental, health or safety condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term, and shall be removed by Tenant at the end of the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term, which improvements shall be removed by Tenant at the end of the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. If Tenant fails to remove any of its personal property from the Property within sixty (60) days after the end of the Term, the personal property shall be deemed abandoned and Landlord can dispose of it as it sees fit. Tenant agrees to reimburse or indemnify Landlord all expenses incurred by Landlord in removing those items of personal property that are deemed abandoned. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for

maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition, or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: MI2335; Cell Site Name: Swartz Creek Water Tank (MI)
 Fixed Asset No: 12908123
 575 Morosgo Dr.
 13-F West Tower
 Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
Re: Cell Site #: MI2335; Cell Site Name: Swartz Creek Water Tank (MI)
Fixed Asset No: 12908123
208 S. Akard Street
Dallas, TX 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Swartz Creek
Attn: City Manager / Clerk
8083 Civic Drive
Swartz Creek, MI 48473

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of the Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided

that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration -- Taxes
Re: Cell Site #: MI2335; Cell Site Name: Swartz Creek Water Tank_(MI)
Fixed Asset No: 12908123
575 Morosgo Dr.
13-F West Tower
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

22. SALE OF PROPERTY.

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. RENTAL STREAM OFFER. If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement (“**Rental Stream Offer**”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation and Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations (“**Laws**”) applicable to Tenant’s use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord’s ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean

“including but not limited to”; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

City of Swartz Creek

By: _____

Name:

Its:

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Terrance J. Lundquist

Its: Sr. Tech Project Manager

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF INDIANA)

) ss:

COUNTY OF ALLEN)

On the ____ day of _____, 2014, before me personally appeared Terrance J. Lundquist, who acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MICHIGAN)

) ss:

COUNTY OF GENESEEE)

I CERTIFY that on _____, 2014, _____ personally came before me and acknowledged under oath that he :

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

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

to the Option and Structure Agreement dated _____, 2014, by and between the City of Swartz Creek, a Michigan municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

(TO BE INSERTED)

EXHIBIT 1

DESCRIPTION OF PREMISES

The Premises are described and/or depicted as follows:

(TO BE INSERTED)

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12
STANDARD ACCESS LETTER
[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b
MEMORANDUM OF LEASE
[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

Prepared by:

*Nicholas E. Wilkes
Kegler, Brown, Hill & Ritter, L.P.A.
65 East State Street, Suite 1800
Columbus, Ohio 43215*

Return to:

*Fortune Wireless, Inc.
Attn: Site Development
6402 Corporate Drive
Indianapolis, IN 46278*

Cell Site #: MI2335; Cell Site Name: Swartz Creek Water Tank

Fixed Asset #: 12908123

State: Michigan

County: Genesee

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between the City of Swartz Creek, a Michigan municipality, having a mailing address of 8083 Civic Drive, Swartz Creek, Michigan 48473 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Structure Lease Agreement ("**Agreement**") on the ____ day of _____, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

City of Swartz Creek

By: _____
 Name: _____
 Its: _____
 Date: _____

"TENANT"

New Cingular Wireless PCS, LLC
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

By: _____
 Name: Terrance J. Lundquist
 Its: Sr. Tech Project Manager
 Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF INDIANA)

) ss:

COUNTY OF ALLEN)

On the ____ day of _____, 2014, before me personally appeared Terrance J. Lundquist, who acknowledged under oath that he is the Sr. Tech Project Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: _____

My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

STATE OF MICHIGAN)

) ss:

COUNTY OF GENESEE)

I CERTIFY that on _____, 2014, _____ personally came before me and acknowledged under oath that he :

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

Notary Public: _____

My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

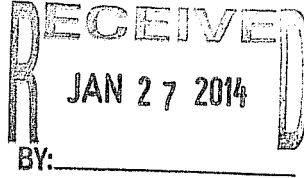
to the Memorandum of Lease dated _____, 2014, by and between the City of Swartz Creek, a Michigan municipality, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:



5900 Broken Sound Parkway NW
Boca Raton, FL 33487-2797

sbsite.com



City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473-1377

January 14, 2014

Re: Communications Site Lease Agreement (Ground) with SBA 2012 TC Assets, LLC, a Delaware limited liability company, f/k/a TowerCo Assets, LLC, a Delaware limited liability company, with respect to certain real property (the "Property") located at 4125 Elms Park, Swartz Creek Michigan (the "Lease")
Site ID #: MI46914 Site Name: Elms Park

To Whom it May Concern:

As you have previously been informed, SBA Communications Corporation ("SBA") acquired ownership of SBA 2012 TC Assets, LLC, (your "Tenant") in 2012. SBA is a first choice provider and leading owner and operator of wireless communications infrastructure in North and Central America. For more information regarding SBA, please visit: www.sbsite.com.

We are also confirming that all notices sent to Tenant in accordance with the terms of the Lease should be sent to Tenant at SBA 2012 TC Assets, LLC, 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, Attention Thomas P. Hunt, General Counsel.

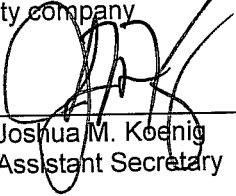
As the current owner of your Tenant, in accordance with the terms of the Lease, we would like to request that you confirm certain matters regarding the Lease **by having the attached Memorandum of Lease executed by an authorized signatory and returning the signed, witnessed and notarized original to us at our address above.** We have enclosed a self-addressed stamped envelope for your convenience. Please contact us if you should require assistance to locate notarial services in your area.

SBA appreciates your cooperation in this matter. If you have any questions please telephone Paige Dygert at 1-800-487-7483, ext. 7891.

Regards,

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: _____


Joshua M. Koenig
Assistant Secretary

**Document Prepared by and
Upon Recording Return to:**
J. Coleman Prewitt, Esq.
SBA Communications Corporation
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
(561) 226-9513
SBA Site ID: MI46914-A

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (herein "Memorandum") is made this ____ day of _____, 20____, by and between the City of Swartz Creek (herein "Lessor"), and SBA 2012 TC Assets, LLC, a Delaware limited liability company, formerly known as TowerCo Assets, LLC, a Delaware limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 (herein "Lessee").

WHEREAS, Lessor and Nextel West Corp. ("Original Lessee") entered into that Communications Site Lease Agreement (Ground), dated June 16, 2005 (herein the "Lease Agreement") whereby, Lessor leased to Original Lessee the land described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Original Lessee assigned its interest under the Lease Agreement to TowerCo Assets, LLC, pursuant to that certain Assignment and Assumption of Ground Lease, dated September 23, 2008 (the "Assignment"; the Lease Agreement and Assignment shall be collectively referred to herein as the "Lease"). All terms used but not defined herein shall have the meaning ascribed to them in the Lease; and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a certain site (herein "Site") located at 4125 Elms Park, City of Swartz Creek, County of Genesee, State of Michigan, within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.
2. Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, which term is subject to five (5) additional five (5) year extension periods.
3. The purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.
4. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Lease and any extensions thereof. Further, this instrument shall inure to the benefit of any affiliate of Lessee or any lender from whom Lessee or one of its affiliates obtains financing, without any further consent from Lessor. All covenants and agreements of the Lease shall run with the land described in Exhibit "A."
5. This Memorandum may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

Witnesses:

LESSOR:

CITY OF ELMS CREEK

Print Name:

By: _____

Name: _____

Title: _____

Print Name:

STATE OF MICHIGAN

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by
_____ (name of officer or agent, title or officer or agent) of
_____ (name of corporation acknowledging) a
_____ (state or place of incorporation) corporation, on behalf of the corporation.

Notary Public

Printed Name: _____

My Commission Expires:

LESSEE:

SBA 2012 TC ASSETS, LLC,
a Delaware limited liability company,
f/k/a TowerCo Assets, LLC

Witnesses:

Print Name:

By: _____
Neil Seidman, Vice President

Print Name:

[SEAL]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by Neil Seidman, as Vice President of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

WITNESS my hand this ____ day of _____, 20__.

[SEAL]

Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

EXHIBIT "A"

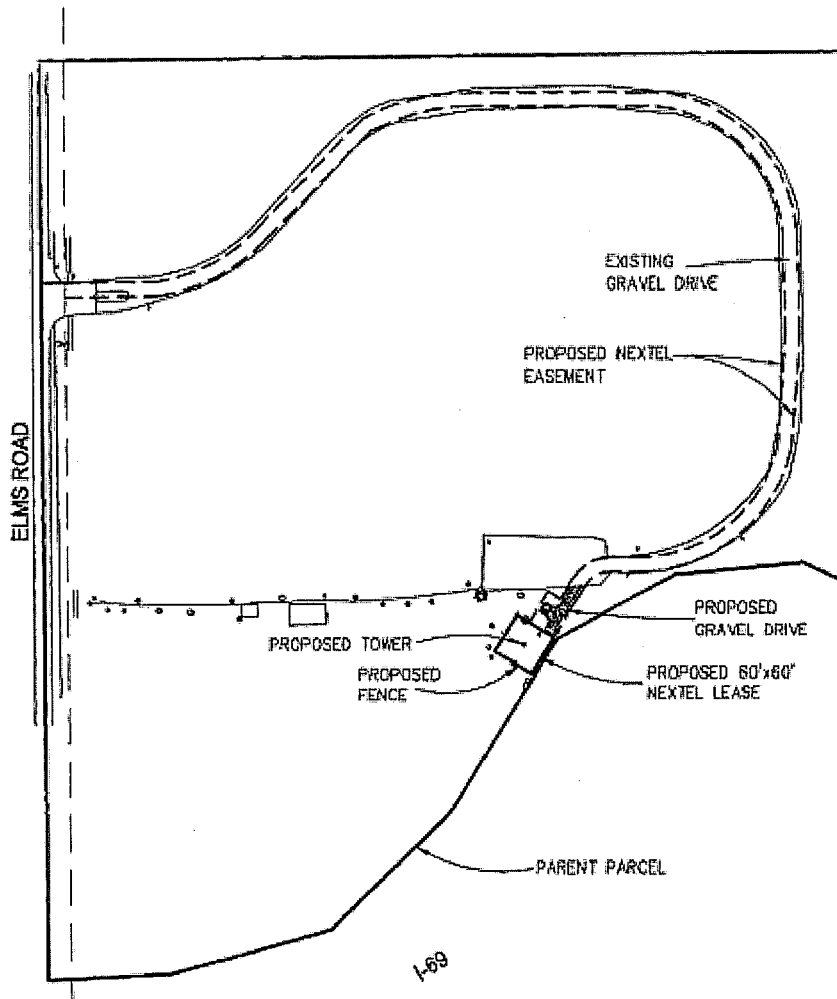
LEGAL DESCRIPTION

County of Genesee, City of Swartz Creek, State of Michigan, is

described as follows:

Part of Section 31, Town 7 North, Range 6 East, City of Swartz Creek, Genesee County, Michigan, being described as: The West 1/2 of the Northwest 1/4 EXCEPT North 825 feet; also EXCEPT East 190 feet; also EXCEPT all that part lying southerly of a line described as beginning North 00 degrees 34 minutes 25 seconds West 586.59 feet from West 1/4 corner of section; thence North 87 degrees 14 minutes 05 seconds East 169.74 feet and North 74 degrees 27 minutes 04 seconds East 229.92 feet and North 45 degrees 56 minutes 14 seconds East 233.68 feet and North 31 degrees 51 minutes 57 seconds East 283.87 feet and North 61 degrees 22 minutes 04 seconds East 185.27 feet and North 84 degrees 50 minutes 20 seconds East 178.89 feet; thence South 65 degrees 25 minutes East 180.28 feet and South 41 degrees 11 minutes 19 seconds East 212.90 feet and South 76 degrees 43 minutes 36 seconds East 127.28 feet to point of ending; also EXCEPT all that part lying Westerly of a line described as beginning North 00 degrees 34 minutes 25 seconds West 586.59 feet and North 89 degrees 25 minutes 35 seconds East 80 feet from West 1/4 corner of section; thence North 00 degrees 34 minutes 25 seconds West 546.76 feet; thence South 89 degrees 25 minutes 35 seconds West 20 feet; thence North 00 degrees 34 minutes 25 seconds West 300 feet; thence South 89 degrees 25 minutes 35 seconds West 30 feet; thence North 00 degrees 34 minutes 25 seconds West 500 feet and point of ending.

SECTION 31, TOWN 7 NORTH, RANGE 6 EAST,
FLINT TOWNSHIP, GENESSEE COUNTY, MICHIGAN



CITY OF SWARTZ CREEK

ORDINANCE NO. ___

AN ORDINANCE TO REPEAL SECTIONS 15-21 and 15-22 OF THE CODE OF ORDINANCES OF THE CITY OF SWARTZ CREEK AND TO ADOPT A NEW SECTION 15-21 TO ALLOW THE CITY TO REMOVE ENCUMBERANCES FROM PUBLIC SIDEWALKS AND ASSESS A FEE AGAINST PROPERTY OWNER.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Repeal of Sections 15-21 and 15-22 of Chapter 15 of the Code of Ordinances of the City of Swartz Creek.

Sections 15-21 and 15-22 of Chapter 15 of the Code of Ordinances of the City of Swartz Creek are hereby repealed in their entirety.

Section 2. Adoption of New Section 15-21 of Chapter 15 of the Code of Ordinances of the City of Swartz Creek.

The City hereby adopts a new Section 15-21 of Chapter 15 of the Code of Ordinances to read as follows:

Sec. 15-21. Duty to remove snow, ice, rubbish, excessive dirt, or other encumbrances.

- (a)** The occupant of any premises or the owner of any unoccupied premises within the city shall keep, or cause to be kept, the sidewalks in front of or adjacent to such premises free, so far as is practicable and reasonable, from snow, ice, rubbish, excessive dirt, or any other encumbrance.
- (b)** Whenever any snow or ice has fallen or accumulated, it shall be cleared within 24 hours of the time it fell or accumulated. Rubbish, excessive dirt, or any other encumbrance shall likewise be cleared within 24 hours of the time it appeared.
- (c)** The City Clerk shall notify the owner of any parcel of land, or the agent of the owner, to keep the property clear of snow, ice, rubbish, excessive dirt or other encumbrances. Such notice shall be given by publishing notice in a newspaper circulating in the city during the month of September. That notice shall state that (i) snow, ice, rubbish, excessive dirt or any other encumbrance must be removed within 24 hours of the time it fell or accumulated; (ii) failure to do so

constitutes a violation of this ordinance; (iii) the city may cause the sidewalk to be cleared where violations are found to exist; and (iv) the City's expenses of clearing the encumbrances shall become a debt to the City, a lien against the property and collected as delinquent property taxes.

- (d) A person who violates this Section shall be responsible for a municipal civil infraction punishable by a civil fine of \$150.00, plus costs and other sanctions, for each violation.

Section 2. Effective Date.

This ordinance shall be effective 30 days following publication.

At a regular meeting of the City Council of the City of Swartz Creek held on March ____, 2014, _____ moved for adoption of this ordinance and _____ supported that motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

CERTIFICATION

The foregoing is a true copy of Ordinance No. _____, which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on March ____, 2014.

Juanita Aguilar, City Clerk

CITY OF SWARTZ CREEK

ORDINANCE NO. _____

An ordinance to amend Chapter 4 of the Code of Ordinances to add thereto Article III concerning the Property Maintenance Code.

THE CITY OF SWARTZ CREEK ORDAINS:

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

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

ARTICLE III. PROPERTY MAINTENANCE CODE

Sec. 4-31. Adoption of Property Maintenance Code.

The City hereby adopts the *International Property Maintenance Code*, 2012 edition, as published by the International Code Council.

Sec. 4-32. Definitions.

- a. Code Official shall mean the City Building Official, or any designee of the City Building Official.
- b. Jurisdiction or City shall mean the City of Swartz Creek.
- c. Structure shall mean any building or structure for which a permit must be obtained for construction under any ordinance or code of the City.

Sec. 4-33. Modifications and Amendments to Code.

The following sections and subsections of the International Property Maintenance Code are deleted and replaced with the following:

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Swartz Creek, referred to as the Code.

101.2 Scope. The provisions of the Code shall apply to all existing and future structures in the City and shall constitute minimum requirements and standards for such premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance, the responsibility of owners, operators and

occupants, the occupancy of existing structures and premises, and for administration, enforcement and penalties.

102.3 Application of Other Codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be in accordance with the procedures and provisions of the *Michigan Residential, Building, Plumbing, and Mechanical Code, the State Electrical Code, and the International Fire Code*. Nothing in this Code shall be construed to cancel, modify or set aside any provision of the *City Zoning Ordinance*.

103.5 Fees and Fines. The fees for activities and services performed by the department in carrying out its responsibilities under this Code and the fines charged for failure to comply with this Code shall be those adopted by resolution of the City Council and may be amended from time to time by the Township Board of Trustees.

302.4 Weeds. This section is deleted. See Article II of Chapter 20 of the Code of Ordinances of the City of Swartz Creek for provisions regarding weeds, grasses and brush.

304.14 Screens. Insert May 1 through September 30.

602.3 Heat Supply. Insert October 1 through April 30.

602.4 Occupiable Work Space. Insert October 1 through 30.

Section 2. Effective Date.

This Ordinance shall take effect 30 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the _____ day of March, 2014, _____ moved for adoption of the foregoing ordinance and _____ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Juanita Aguilar
City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. _____ which was enacted by the Swartz Creek City Council at a regular meeting held on the _____ day of March, 2014.

Juanita Aguilar
City Clerk

**SWARTZ CREEK POLICE DEPARTMENT
MOTOR POOL RENTAL HOURS
JANUARY 2014**

| | <u>101-301-941</u> | <u>101-302-941</u> | <u>101-303-941</u> | <u>101-304-941</u> |
|--------------|--------------------|--------------------|--------------------|--------------------|
| #05-168 | 11 | 0 | 0 | 0 |
| #05-649 | 43 | 0 | 0 | 0 |
| #12-144 | 444 | 11 | 0 | 0 |
| #09-401 | 0 | 0 | 75 | 0 |
| #13-384 | 0 | 0 | 0 | 0 |
| #09-226 | 80 | 3 | 0 | 1 |
| #10-161 | 186 | 16 | 6 | 0 |
| TOTAL | 764 | 30 | 81 | 1 |

Swartz Creek Police Department

EJS OnSite Officer Daily Departmental Statistics Report

Date Printed: **02/03/2014**
 Page Number: **1**

Officer: **All Officers** Shift: **All Shifts** Assignment: **All Assignments**

| | 01/01/2014 01/31/2014 |
|--|--------------------------|
| Primary Hours | 1,677:00 |
| Miles Driven | 6,178 |
| Time Categories (Total Hours) | 1,677:00 |
| G Administrative | 220:00 |
| G Clerical | 75:00 |
| G Court | 3:30 |
| G Investigations | 172:00 |
| G Traffic Enforcement | 253:45 |
| G Training | 36:00 |
| G Uniformed | 558:45 |
| R Administration | 21:00 |
| R Clerical | 11:00 |
| R Uniformed | 29:00 |
| S Clerical | 3:00 |
| S Uniformed | 123:30 |
| Z Training | 16:00 |
| Z Uniformed | 0:30 |
| ZZ Absent | 46:00 |
| ZZ Holiday | 92:00 |
| ZZ Vacation | 16:00 |
| Activity Categories (Total Count) | 3,584 |
| G Business Checks | 1,632 |
| G Desk Assignments | 32 |
| G Felony Arrest | 4 |
| G Initated Calls | 880 |
| G Misdemeanor Arrest | 13 |
| G PD Accident | 30 |
| G PI Accident | 3 |
| G Parking Citations | 9 |
| G Radio Calls | 306 |
| G Service Request | 1 |
| G Suspicious Person | 42 |
| G Vacation Checks | 426 |
| G Verbal Warning | 74 |
| G Written Warning | 11 |
| R Business Checks | 4 |
| R Radio Calls | 3 |
| S Initated Calls | 78 |
| S Meeting | 27 |
| S Misdemeanor Arrest | 4 |
| S Radio Calls | 2 |
| S Verbal Warning | 1 |
| Z Agency Assist | 1 |
| Z Radio Calls | 1 |

Uniform Crime Report

Report Criteria:

| | | |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0 | 9900-9 | Yes |

| Class | Description | JAN 2013 | JAN 2014 |
|--------|--|----------|----------|
| 0100-0 | Sovereignty | 0 | 0 |
| 0200-0 | Military | 0 | 0 |
| 0300-0 | Immigration | 0 | 0 |
| 0900-1 | Murder/Non-negligent Manslaughter (Voluntary) | 0 | 0 |
| 0900-2 | Negligent Homicide/Manslaughter (Involuntary) | 0 | 0 |
| 0900-3 | Negligent Homicide - Vehicle/Boat/Snowmobile/ORV | 0 | 0 |
| 0900-4 | Justifiable Homicide | 0 | 0 |
| 1000-1 | Kidnapping/Abduction | 0 | 0 |
| 1000-2 | Parental Kidnapping | 0 | 0 |
| 1100-1 | Sexual Penetration Penis/Vagina - CSC 1st Degree | 0 | 0 |
| 1100-2 | Sexual Penetration Penis/Vagina - CSC 3rd Degree | 0 | 0 |
| 1100-3 | Sexual Penetration Oral/Anal - CSC 1st Degree | 0 | 0 |
| 1100-4 | Sexual Penetration Oral/Anal - CSC 3rd Degree | 0 | 0 |
| 1100-5 | Sexual Penetration Object - CSC 1st Degree | 0 | 1 |
| 1100-6 | Sexual Penetration Object - CSC 3rd Degree | 0 | 0 |
| 1100-7 | Sexual Contact Forcible - CSC 2nd Degree | 0 | 0 |
| 1100-8 | Sexual Contact Forcible - CSC 4th Degree | 0 | 0 |
| 1200-0 | Robbery | 0 | 0 |
| 1300-1 | Non-Aggravated Assault | 5 | 1 |
| 1300-2 | Aggravated/Felonious Assault | 0 | 0 |
| 1300-3 | Intimidation/Stalking | 0 | 0 |
| 1400-0 | Abortion | 0 | 0 |
| 2000-0 | Arson | 0 | 0 |
| 2100-0 | Extortion | 0 | 0 |
| 2200-1 | Burglary - Forced Entry | 6 | 7 |
| 2200-2 | Burglary - Entry Without Force (Intent to Commit) | 0 | 0 |
| 2200-3 | Burglary - Entry Without Authority With or Without Force (No Intent) | 1 | 1 |
| 2200-4 | Possession of Burglary Tools | 0 | 0 |
| 2300-1 | Larceny - Pocketpicking | 0 | 0 |
| 2300-2 | Larceny - Purse Snatching | 0 | 0 |
| 2300-3 | Larceny - Theft from Building | 1 | 0 |
| 2300-4 | Larceny - Theft from Coin-Operated Machine/Device | 0 | 0 |
| 2300-5 | Larceny - Theft from Motor Vehicle | 0 | 1 |
| 2300-6 | Larceny - Theft of Motor Vehicle Parts/Accessories | 0 | 0 |
| 2300-7 | Larceny - Other | 2 | 3 |
| 2400-1 | Motor Vehicle Theft | 2 | 0 |
| 2400-2 | Motor Vehicle as Stolen Property | 0 | 0 |
| 2400-3 | Motor Vehicle Fraud | 0 | 0 |
| 2500-0 | Forgery/Counterfeiting | 0 | 0 |
| 2600-1 | Fraud - False Pretense/Swindle/Confidence Game | 0 | 2 |
| 2600-2 | Fraud - Credit Card/Automatic Teller Machine | 2 | 0 |
| 2600-3 | Fraud - Impersonation | 0 | 0 |
| 2600-4 | Fraud - Welfare Fraud | 0 | 0 |
| 2600-5 | Fraud - Wire Fraud | 0 | 0 |
| 2600-6 | Fraud - Bad Checks | 0 | 1 |
| 2700-0 | Embezzlement | 0 | 0 |
| 2800-0 | Stolen Property | 0 | 1 |

Uniform Crime Report

Report Criteria:

| | | |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0 | 9900-9 | Yes |

| Class | Description | JAN 2013 | JAN 2014 |
|--------|--|----------|----------|
| 2900-0 | Damage to Property | 1 | 0 |
| 3000-1 | Retail Fraud - Misrepresentation | 0 | 0 |
| 3000-2 | Retail Fraud - Theft | 1 | 4 |
| 3000-3 | Retail Fraud - Refund/Exchange | 0 | 0 |
| 3000-4 | Retail Fraud - Organized Retail Crime | 0 | 0 |
| 3500-1 | Violation of Controlled Substance - Act | 2 | 2 |
| 3500-2 | Narcotic Equipment Violations | 0 | 0 |
| 3600-1 | Sexual Penetration Non-forcible - Blood/Affinity (CSC 1st/3rd Degr | 0 | 0 |
| 3600-2 | Sexual Penetration Non-forcible - Other (CSC 1st and 3rd Degree) | 0 | 0 |
| 3600-3 | Peeping Tom | 0 | 0 |
| 3600-4 | Sex Offense - Other | 0 | 0 |
| 3700-0 | Obscenity | 0 | 0 |
| 3800-1 | Family - Abuse/Neglect Nonviolent | 2 | 1 |
| 3800-2 | Family - Non-Support | 0 | 0 |
| 3800-3 | Family - Other | 0 | 0 |
| 3900-1 | Gambling - Betting/Wagering | 0 | 0 |
| 3900-2 | Gambling - Operating/Promoting/Assisting | 0 | 0 |
| 3900-3 | Gambling - Equipment Violations | 0 | 0 |
| 3900-4 | Gambling - Sports Tampering | 0 | 0 |
| 4000-1 | Commercialized Sex - Prostitution | 0 | 0 |
| 4000-2 | Commercialized Sex - Assisting/Promoting Prostitution | 0 | 0 |
| 4000-3 | Human Trafficking - Purchasing Prostitution | 0 | 0 |
| 4100-1 | Liquor License - Establishment | 0 | 0 |
| 4100-2 | Liquor Violations - Other | 1 | 0 |
| 4200-0 | Drunkenness - Except OUIL | 0 | 0 |
| 4800-0 | Obstructing Police | 1 | 0 |
| 4900-0 | Escape/Flight | 1 | 0 |
| 5000-0 | Obstructing Justice | 2 | 1 |
| 5100-0 | Bribery | 0 | 0 |
| 5200-1 | Weapons Offense - Concealed | 0 | 1 |
| 5200-2 | Weapons Offense - Explosives | 0 | 0 |
| 5200-3 | Weapons Offense - Other | 0 | 0 |
| 5300-1 | Disorderly Conduct | 0 | 0 |
| 5300-2 | Public Peace - Other | 0 | 0 |
| 5400-1 | Hit & Run Motor Vehicle Accident | 0 | 0 |
| 5400-2 | Operating Under the Influence of Liquor or Drugs (OUIL or OUID) | 1 | 1 |
| 5400-3 | Driving Law Violations | 6 | 3 |
| 5500-0 | Health and Safety | 1 | 1 |
| 5600-0 | Civil Rights | 0 | 0 |
| 5700-1 | Trespass | 0 | 0 |
| 5700-2 | Invasion of Privacy - Other | 0 | 0 |
| 5800-0 | Smuggling | 0 | 0 |
| 5900-0 | Election Laws | 0 | 0 |
| 6000-0 | Antitrust | 0 | 0 |
| 6100-0 | Tax/Revenue | 0 | 0 |
| 6200-0 | Conservation | 0 | 0 |
| 6300-0 | Vagrancy | 0 | 0 |

Uniform Crime Report

Report Criteria:

| | | |
|------------------|----------------|--------------|
| Start File Class | End File Class | Print Zeros? |
| 0100-0 | 9900-9 | Yes |

| Class | Description | JAN 2013 | JAN 2014 |
|--------|---|----------|----------|
| 6400-1 | Human Trafficking - Commercial Sex Acts | 0 | 0 |
| 6400-2 | Human Trafficking - Involuntary Servitude | 0 | 0 |
| 7000-0 | Juvenile Runaway | 3 | 0 |
| 7300-0 | Miscellaneous Criminal Offense | 4 | 1 |
| 7500-0 | Solicitation (All Crimes Except Prostitution) | 0 | 0 |
| 7700-0 | Conspiracy | 0 | 0 |
| 8900-1 | SERVICE OF COMMISSION PAPERS | 0 | 0 |
| 8900-2 | UNAUTHORIZED TRANSPORTATION | 0 | 0 |
| 8900-3 | VIOLATION OF RULES/REGISTRATION | 0 | 0 |
| 8900-4 | WARRANTS | 0 | 0 |
| 8900-5 | MOTOR CARRIER SAFETY RULES | 0 | 0 |
| 8900-6 | INSPECTIONS OF HOMES TO BE MOVED | 0 | 0 |
| 8900-7 | MIGRANT AGRICULTURE WORKERS TRANSP | 0 | 0 |
| 8900-9 | ALL OTHER MOTOR CARRIER VIOLATIONS | 0 | 0 |
| 9100-1 | DELINQUENT MINOR | 0 | 0 |
| 9100-2 | RUNAWAYS | 0 | 0 |
| 9200-1 | DIVORCE AND SUPPORT | 0 | 0 |
| 9200-2 | INCAPACITATION | 0 | 0 |
| 9200-3 | WALK-AWAY - MENTAL INSTITUTIONS ETC | 0 | 0 |
| 9200-4 | ORDER FOR PICKUP AND EXAMINATION | 0 | 0 |
| 9200-5 | CIVIL INFRACTION - ALCOHOL POSSES. | 0 | 0 |
| 9300-1 | Property Damage Accident/Personal Injury | 12 | 0 |
| 9300-2 | NON-TRAFFIC PDA | 5 | 1 |
| 9300-3 | TRAFFIC VIOLATIONS/CIVIL INFRACTION | 0 | 0 |
| 9300-4 | TOWED VEHICLE | 3 | 3 |
| 9300-5 | TRAFFIC HAZARD/ABANDONED VEHICLE | 0 | 0 |
| 9300-6 | TRAFFIC POLICING | 0 | 0 |
| 9400-1 | FALSE ALARM ACTIVATION | 0 | 0 |
| 9400-2 | VALID ALARM ACTIVATION | 0 | 0 |
| 9400-3 | REST AREA/ROADSIDE PARK VIOLATIONS | 0 | 0 |
| 9500-1 | ACCIDENTAL FIRE | 0 | 0 |
| 9500-2 | ACCIDENTAL EXPLOSION | 0 | 0 |
| 9500-4 | OPEN BURNING | 0 | 0 |
| 9500-6 | FIRE-HAZARDOUS CONDITIONS | 0 | 0 |
| 9700-0 | ACCIDENTAL SHOOTING | 0 | 0 |
| 9700-5 | ACCIDENTAL DEATH-WATER | 0 | 0 |
| 9700-6 | ACCIDENT - ALL OTHER | 0 | 0 |
| 9800-2 | RECOVERED PROPERTY | 0 | 0 |
| 9800-3 | PROPERTY INSPECTION | 0 | 0 |
| 9800-4 | OTHER INSPECTIONS/WEAPONS | 9 | 3 |
| 9800-5 | ALARMS | 0 | 0 |
| 9800-6 | CIVIL | 6 | 2 |
| 9800-7 | SUSPICIOUS SITUATION | 2 | 1 |
| 9800-8 | LOST AND FOUND PROPERTY | 1 | 1 |
| 9800-9 | OVERDOSE | 0 | 0 |
| 9900-1 | SUICIDE | 0 | 0 |
| 9900-2 | DOA - NATURAL | 0 | 0 |

Uniform Crime Report

Report Criteria:

| Start File Class | End File Class | Print Zeros? |
|------------------|----------------|--------------|
| 0100-0 | 9900-9 | Yes |

| Class | Description | JAN 2013 | JAN 2014 |
|----------------|------------------------|-----------|-----------|
| 9900-3 | MISSING PERSON | 0 | 0 |
| 9900-7 | SAFEKEEPING | 0 | 0 |
| 9900-8 | DEPARTMENTAL ASSIST | 1 | 0 |
| 9900-9 | GENERAL - NON CRIMINAL | 7 | 1 |
| Totals: | | 91 | 45 |

Ticket Ledger Report

Report Criteria:

| Ticket Type | Officer | Start Date | End Date | | | |
|-------------------|---------|-------------------|-------------------------------|--------------------------------|---------|------|
| Traffic | All | 01/01/2014 | 01/31/2014 | | | |
| Number | Name | Date | Location | Description | Officer | Fine |
| T-1264290 | | 01/02/14 | MCDONALDS RESTAURANT -- ELMS | NO PLATE/FAIL TO DISPLAY/EXPII | | |
| T-1269637 | | 01/04/14 | MILLER NEAR MCLAIN | EXCEEDED POSTED SPEED LIMIT | | |
| T-1264291 | | 01/04/14 | I-69 NEAR MORRISH | NO PROOF INSURANCE/POSSESS | | |
| T-1269624 | | 01/10/14 | BRADY ST | EXPIRED PLATE | | |
| T-1269625-A | | 01/10/14 | MILLER NEAR FAIRCHILD | EXPIRED PLATE | | |
| T-1269625-B | | 01/10/14 | MILLER NEAR FAIRCHILD | EXPIRED LICENSE | | |
| T-1269625-C | | 01/10/14 | MILLER NEAR FAIRCHILD | NO PROOF INSURANCE/POSSESS | | |
| T-1269669-A | | 01/10/14 | MORRISH NEAR MARY | NO PLATE/FAIL TO DISPLAY/EXPII | | |
| T-1269669-B | | 01/10/14 | MORRISH NEAR MARY | HEADLIGHTS | | |
| T-1269671 | | 01/11/14 | MILLER NEAR SCHOOL | NO PROOF INSURANCE/POSSESS | | |
| T-1183756 | | 01/12/14 | ELMS NEAR BRISTOL | HEADLIGHTS | | |
| T-1183757 | | 01/12/14 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1183758-A | | 01/12/14 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1183758-B | | 01/12/14 | I-69 NEAR MORRISH | NO PROOF INSURANCE/POSSESS | | |
| T-1183759 | | 01/12/14 | I-69 NEAR MORRISH | EXCEEDED POSTED SPEED LIMIT | | |
| T-1183760-A | | 01/12/14 | MILLER NEAR ELMS | HEADLIGHTS | | |
| T-1183760-B | | 01/12/14 | MILLER NEAR ELMS | NO PROOF INSURANCE/POSSESS | | |
| T-1269639-A | | 01/13/14 | MILLER AT ELMS | DISREGARDED TRAFFIC SIGNAL/A | | |
| T-1269639-B | | 01/13/14 | MILLER AT ELMS | NO PROOF INSURANCE/POSSESS | | |
| T-1269640 | | 01/14/14 | WINCHESTER VILLAGE -- SEYMOUF | EXCEEDED POSTED SPEED LIMIT | | |
| T-1269641 | | 01/14/14 | SEYMOUR NEAR CHESTERFIELD | EXCEEDED POSTED SPEED LIMIT | | |
| T-1269642-A | | 01/14/14 | MILLER NEAR ELMS | DISREGARDED TRAFFIC SIGNAL/A | | |
| T-1269642-B | | 01/14/14 | MILLER NEAR ELMS | NO PLATE/FAIL TO DISPLAY/EXPII | | |
| T-1269642-C | | 01/14/14 | MILLER NEAR ELMS | NO PROOF INSURANCE/POSSESS | | |
| T-1269643-A | | 01/17/14 | MILLER AT SCHOOL | NO TAIL/BRAKE LIGHTS | | |
| T-1269643-B | | 01/17/14 | MILLER AT SCHOOL | NO INSURANCE ON VEHICLE | | |
| T-1269644 | | 01/18/14 | ELMS AT MILLER | DISREGARDED TRAFFIC SIGNAL/A | | |
| T-1269645 | | 01/19/14 | MILLER NEAR RAUBINGER | EXCEEDED POSTED SPEED LIMIT | | |
| T-1269647 | | 01/22/14 | I-69 NEAR MILLER | CARELESS DRIVING | | |
| T-1269646 | | 01/22/14 | MILLER NEAR MAYA | EXPIRED PLATE | | |
| T-1269648 | | 01/31/14 | CRAPO NEAR MAPLE | SUSP/REVOKED/NEVER APPL. | | |
| T-1269648-B | | 01/31/14 | CRAPO NEAR MAPLE | CARELESS DRIVING | | |
| Tickets Total: 32 | | Charges Total: 32 | | Fines Total: | | 0.00 |

Please see below for the FANG activity report for the month of January 2014,

On 1-2-14, a suspect robbed a check cashing business in the city of Davison at gunpoint. Similar armed robberies had occurred in Mt. Morris, Grand Blanc and Flint. Information was exchanged between FANG, Davison City, Grand Blanc, Mt. Morris and Flint Detectives. FANG officers obtained an address and photo for a suspect residing in the in the city of Flint. Upon checking the address the suspect vehicle was in the driveway. FANG officers set up on the residence. A subject was followed as he left the residence in another vehicle and went to a gas station. The subject matched the description of the robbery suspect and was blocked in by FANG officers as he returned to his vehicle. The suspect was taken into custody without incident. A search warrant for the suspect's residence was obtained and executed. The bandana and clothing worn during the most recent robbery, a mask from the robbery in Grand Blanc, a semi-auto pistol and \$7751.00 was recovered from the residence. In a subsequent interview the suspect confessed to four armed robberies.

On 1-8-14, FANG officers conducted a UC/CI purchase of heroin from a suspect in the city of Flint. The investigation is on-going.

On 1-9-14, a FANG officer purchased 4 grams of marijuana from a subject in the Grand Blanc Twp. Two prior undercover purchases had been made from this same subject and an anticipatory search warrant had been obtained prior to this undercover buy. FANG officers converged after the buy arresting the subject without incident. Officers then executed the search warrant at the suspect's residence in Grand Blanc Twp. Officers found an indoor marijuana grow, seizing approx. 1 ½ pounds of processed marijuana, and 9 marijuana plants. Forfeiture proceedings were initiated on \$1899.00 and marijuana growing equipment.

On 1-12-14, FANG officers conducted a clean undercover officer purchase of methamphetamine from two suspects in the city of Flint. After the buy FANG officers converged arresting the two subjects (one subject tried to flee on foot however was quickly caught). Both subjects were lodged in the Genesee County Jail.

On 1-13-14, FANG officers conducted a C/I purchase of crack cocaine from a suspect in the city of Flint. The investigation is on-going.

On 1-14-14, while conducting surveillance FANG officers observed a suspected drug transaction about to take place. Officers made contact with the subjects finding one subject in possession of heroin packaged for sale. This subject also had two outstanding felony warrants out of our office for delivery of hydrocodone. The subject was lodged in the Genesee County Jail.

On 1-15-14, FANG officers performed a C/I purchase of crack cocaine from a suspect in the city of Flint. The investigation is on-going.

On 1-15-14, FANG officers assisted Flint MDOC Parole with a home compliance check/investigation of a parole they had found in possession of cocaine and a large amount of cash. FANG officers obtained consent to search from other subjects that lived at the residence and continued the search finding approx. 28 grams of cocaine, ¾ pound of marijuana, and digital scales. Forfeiture proceedings were initiated on \$42,602.00.

On 1-15-14, FANG officers conducted a C/I purchase of cocaine from a suspect in the city of Flint. The investigation is on-going.

On 1-16-14, FANG officers were given information, from a confidential informant, of a shipment of heroin coming from Detroit to Flint. FANG officers set up surveillance on the house and observed the suspect vehicle arrive and pick up a resident from the house. The suspect vehicle left the residence and FANG officers began surveillance from the residence. A short distance away from the residence the suspect vehicle accelerated on the snow covered roads and struck a snow bank. The vehicle became disabled and the two suspects fled on foot. The passenger was captured after a short foot pursuit and the driver was captured after a Genesee Co. K-9 tracked him to a garage, within the same block. A loaded .40 caliber handgun was recovered while tracking the driver and after retracing the path of the passenger another loaded .40 caliber handgun was recovered. A loaded .40 caliber magazine was also recovered next to the vehicle. The driver also had \$3,100.00 on his person and another \$1,327.00 was located inside the vehicle. Forfeiture proceedings were initiated on the cash and both subjects were lodged in the Genesee County Jail. Both subjects are convicted felons and federal prosecution is being sought.

On 1-16-14, FANG officers responded to the city of Mt. Morris reference a request for assistance on a mobile meth lab. Mt. Morris officers had stopped a vehicle finding a mobile meth lab in the vehicle. Methamphetamine response trained FANG officers and MSP 3rd District personnel processed the lab and evidence. FANG Officers conducted interviews leading to information resulting in a knock and talk at a residence in the city of Mt. Morris. Additional methamphetamine lab components were recovered from the residence. Two subjects were lodged in the Genesee County Jail.

On 1-21-14, a FANG officer responded to a Craig's list add selling medical marijuana. A FANG officer met with the suspect in the city of Burton, obtaining a free sample of marijuana. FANG officers conducted surveillance after the deal gaining intelligence identifying the suspect. On 1-22-14, the undercover FANG officer purchased ¼ pound of marijuana from the suspect, again FANG officers performed surveillance of the suspect. On 1-30-14, the undercover FANG officer purchased another ¼ pound of marijuana from the suspect, this time in the city of Flint. FANG officers converged on the suspect after the deal arresting the subject without incident. Forfeiture proceedings were initiated on a 2003 Cadillac. The investigation is on-going.

On 1-22-14, FANG officers conducted a C/I controlled purchase of crack cocaine from a residence in the city of Flint. The investigation is on-going.

On 1-24-13, FANG officers conducted a C/I controlled purchase of heroin from a subject in the city of Burton. Officers conducted surveillance after the deal, following the suspect back to her house in the city of Burton. The investigation is on-going.

On 1-27-14, FANG officers conducted a C/I controlled purchase of heroin from a subject at the Motel 6 in Flint Twp. Officers conducted surveillance after the deal. The investigation is on-going.

On 1-27-14, FANG officers conducted a C/I controlled purchase of cocaine from suspect in a residence in the city of Flint. Based on this buy officers obtained and executed a search warrant at this residence on this same date. Officers seized 23 grams of crack cocaine packaged in 21 separate corner ties, 19 grams of powder cocaine, and a pump shotgun. The suspect, a convicted felon, was lodged at the Flint City Jail.

On 1-28-14, FANG officers conducted a C/I controlled purchase of crack cocaine from a residence in the city of Flint. The investigation is on-going.

Thanks to all of you for your continued support, I look forward to working with all of you in 2014. If anyone has any questions or concerns, please do not hesitate to contact me.

Pat

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

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

SLAGTER CONSTRUCTION

Highway Construction Since 1955
1326 - 142nd Ave., Wayland, MI 49348
Phone (616) 877-0020 * Fax (616) 877-0030
"AN EQUAL OPPORTUNITY EMPLOYER"

February 14, 2014

540 S. Saginaw Street
Ste, 200
P.O. Box 9748
Flint, MI 4850

Mr. Whitting, P.E.

This letter is in reference to the "Texas Classic" bridge railing for Morrish Road Bridge. Pursuant to the contract J. Slagter and Sons (Slagter) placed 87 feet of bridge railing. With a contract amount of \$20,445.00. To date ROWE Professional Service Company (Rowe) has not approved this work. ROWE has stated this work is deficient and can be left in place at no cost to the contract.

This work is said to be deficient because it does not meet section 711.03 "Concrete Railing" and Section 706.03 "Surface Tolerances". Reference ROWE letter dated September 3, 2013.

ROWE's observed deficiencies relate to the unfinished product. Slagter within the contract Specifications Section 706.03 "Finishing Hardened Concrete" repaired unsightly defects observed by ROWE. Section 706.03 (R) states that "honey comb areas, broken corners or edges, cavities produced by form ties and other defects, and holes greater than 3/4" in diameter and 3/8" deep" can be patched with a mortar mix. In addition, section 706.03 (4) "Surface Tolerances" states "if surfaces do not meet the specified tolerances, grind with a carborundum brick or other Department-approved methods". We were able combine the methods of grinding and mortar patching to provide an aesthetically pleasing barrier wall that meets the project specifications, intent, and purpose for the barrier wall. This repair practice is the industry standard for aesthetic concrete defects.

In an attempt to resolve this issue Slagter proposed a 5% deduct for this work. That request was rejected with a response that the work can remain in place at no cost to the contract. On February 10, 2014 we meet with MDOT, ROWE and the City of Swartz Creek in an attempt to further resolve and negotiate this issue.

This meeting was unsuccessful. MDOT and ROWE deferred monetary negotiations to the City. The representative for the City did not have authority to resolve this matter unless they received the wall for free. With the significant difference in perceived value for the barrier wall we believe this matter can only be resolved by escalating to the regional claim level.

SLAGTER CONSTRUCTION

Highway Construction Since 1955
1326 - 142nd Ave., Wayland, MI 49348
Phone (616) 877-0020 * Fax (616) 877-0030
"AN EQUAL OPPORTUNITY EMPLOYER"

Please let this letter serve as our factual statement of claim as requested in 104.10 (E) Claim content and certification. Also, attached is form 1953 "Claim Content and Certification" and pictures of the finished barrier wall.

Sincerely,
Slagter Construction



Richard G. Thompson
Business Manager

CLAIM CONTENT AND CERTIFICATION

(Tab from field to field)

| | | |
|---|---------------------------------------|---|
| CONTROL SECTION AND JOB NUMBER Section 711 & 706 - Bridge Railing & Structural Concrete Construction | | TODAY'S DATE 2/14/14 |
| PRIME CONTRACTOR J. Slagter And Sons Construction | | |
| SUBCONTRACTOR | | |
| CONTRACT AMOUNT \$425,453.00 | CONTRACT AWARD DATE March 29, 2013 | DELIVERY ENGINEER Nate Whiting, P.E. |

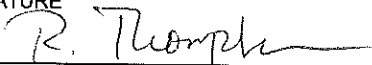
Claim Content – Attach the Following:

- A. A concise description of the circumstances why the contractor is entitled to the claim, including dates, locations, items of work, and actions or conditions that caused the claim.
- B. A clear contractual basis for the claim, to include reference to the appropriate standard specification, plan sheet, special provision, and contract document.
- C. A complete breakdown of the costs associated with the claim, as follows:
 - Documented additional job site labor expenses.
 - Documented additional cost of materials and supplies.
 - A list of additional equipment costs claimed, including each piece of equipment and the rental rated claimed for each.
 - Any other additional direct costs or damages, and the documents to support the costs.
- D. A concise description of the impact of the claim to the progress schedule.
- E. For a claim related to an extension of time, include a detailed compilation of:
 - Specific dates and the exact number of calendar or work days sought for the time extension.
 - The basis for entitlement to time for each day.
 - All documentation of the delay.
 - All impacts of the delay to the progress schedule/critical path.

An individual or contractor who knowingly certifies false information may be subject to prosecution.

The undersigned is duly authorized to certify this claim on behalf of J. Slagter and Sons Construction (the Contractor).

Richard G. Thompson (the Contractor) certifies that this claim is made in good faith, that the supporting data are accurate and complete to the best of our knowledge and belief, and the amount requested accurately reflects the contract adjustment for which _____ (the Contractor) believes the department is liable.

| | |
|--|------------------------------|
| THE CONTRACTOR J. Slagter and Sons Construction Company | |
| TYPE/PRINT NAME AND TITLE Richard G. Thompson, Business Manager | |
| SIGNATURE  | DATE OF EXECUTION 2/14/14 |



MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
 OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
2013 WATER SUPPLY CROSS CONNECTION REPORT

Issued under authority of 1976 PA 399, as amended, and the administrative rules.
 Failure to submit this form is a violation of the Act and may subject the water supply to enforcement penalties.

Administrative Rule R 325.11405 states in part that "a water utility shall report annually to the department on the status of the cross connection control program on a form provided by the department." Return the completed form by March 31, 2014 to the appropriate Department of Environmental Quality (DEQ) district office. For district office addresses, visit www.michigan.gov/deq and click on Contacts.

WSSN: 6505

- A. Name of water utility: City of Swartz Creek County: Genesee
- B. Year that the current written cross connection control program was approved by MDEQ: 2001
- C. Total number of industrial, commercial, institutional, residential, and governmental accounts that must be routinely reinspected for cross connections: 134
 Of this number,
 - How many are High Hazard accounts: 9 Frequency of Reinspection: Once per: 12 Mos.
 - How many are Low Hazard accounts: 125 Frequency of Reinspection: Once per: 60 Mos.
- D. Number of accounts from "C" above that received their initial inspection in 2013: 0
- E. Total number of reinspections required and completed in 2013 based on degree of hazard:
 - High hazard reinspections required: 9 High hazard reinspections completed: 10
 - Low hazard reinspections required: 25 Low hazard reinspections completed: 26
- F. Number of accounts where a cross connection(s) was found to exist during inspections or reinspections in 2013: 2
- G. Number of accounts from "F" above where corrective actions have been completed: 1
- H. Total number of accounts from "C" above which are now in compliance with the local cross connection control program; $H = C - (F - G)$: 119
- I. Total number of backflow prevention devices in system requiring testing: 64
- J. Number of backflow prevention devices tested in 2013: 56

Narrative Description of Program

(Outline briefly any changes or significant findings since last reporting; use additional sheets if necessary.)

Name/Title: Thomas R Surrick Director Public Works
 Signature: Thomas R Surrick Date: 1-23-14

2013 Water Supply Cross Connection Report Notes

- Testable Backflow Prevention Assemblies
 - All testable assemblies are tested on an annual basis.
 - 56 of 64 assemblies were tested in 2013. All assemblies not tested are either in the notification process or are seasonal assemblies identified after the system was winterized and are scheduled for May 2014.
- Approximately 30 inspections will be completed in 2014.
- 134 total accounts:
 - All 134 accounts have been inspected.
 - 119 of 134 accounts inspected are in-compliance; the remaining 15 facilities are going through the notification process or are vacant buildings.
 - 14 vacant buildings have been identified. We have not been able to gain access to all of these facilities to verify compliance.
 - All high hazard facilities were inspected in 2013.

125.3815 Planning commission; membership; terms; vacancy; representation; qualifications; ex-officio members; board serving as planning commission; removal of member; conditions; conflict of interest; additional requirements.

Sec. 15. (1) In a municipality, the chief elected official shall appoint members of the planning commission, subject to approval by a majority vote of the members of the legislative body elected and serving. In a county, the county board of commissioners shall determine the method of appointment of members of the planning commission by resolution of a majority of the full membership of the county board.

(2) A city, village, or township planning commission shall consist of 5, 7, or 9 members. A county planning commission shall consist of 5, 7, 9, or 11 members. Members of a planning commission other than ex officio members under subsection (5) shall be appointed for 3-year terms. However, of the members of the planning commission, other than ex officio members, first appointed, a number shall be appointed to 1-year or

Rendered Monday, February 10, 2014

Page 3

Michigan Compiled Laws Complete Through PA 3 of 2014

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2-year terms such that, as nearly as possible, the terms of 1/3 of all the planning commission members will expire each year. If a vacancy occurs on a planning commission, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment. A member shall hold office until his or her successor is appointed.

(3) The membership of a planning commission shall be representative of important segments of the community, such as the economic, governmental, educational, and social development of the local unit of government, in accordance with the major interests as they exist in the local unit of government, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce. The membership shall also be representative of the entire territory of the local unit of government to the extent practicable.

(4) Members of a planning commission shall be qualified electors of the local unit of government, except that the following number of planning commission members may be individuals who are not qualified electors of the local unit of government but are qualified electors of another local unit of government:

(a) 3, in a city that on September 1, 2008 had a population of more than 2,700 but less than 2,800.

(b) 2, in a city or village that has, or on September 1, 2008 had, a population of less than 5,000, except as provided in subdivision (a).

(c) 1, in local units of government other than those described in subdivision (a) or (b).

(5) In a township that on September 1, 2008 had a planning commission created under former 1931 PA 285, 1 member of the legislative body or the chief elected official, or both, may be appointed to the planning commission, as ex officio members. In any other township, 1 member of the legislative body shall be appointed to the planning commission, as an ex officio member. In a city, village, or county, the chief administrative official or a person designated by the chief administrative official, if any, the chief elected official, 1 or more members of the legislative body, or any combination thereof, may be appointed to the planning commission, as ex officio members, unless prohibited by charter. However, in a city, village, or county, not more than 1/3 of the members of the planning commission may be ex officio members. Except as provided in this subsection, an elected officer or employee of the local unit of government is not eligible to be a member of the planning commission. The term of an ex officio member of a planning commission shall be as follows:

(a) The term of a chief elected official shall correspond to his or her term as chief elected official.

(b) The term of a chief administrative official shall expire with the term of the chief elected official that appointed him or her as chief administrative official.

(c) The term of a member of the legislative body shall expire with his or her term on the legislative body.

(6) For a county planning commission, the county shall make every reasonable effort to ensure that the membership of the county planning commission includes a member of a public school board or an administrative employee of a school district included, in whole or in part, within the county's boundaries. The requirements of this subsection apply whenever an appointment is to be made to the planning commission, unless an incumbent is being reappointed or an ex officio member is being appointed under subsection (5).

(7) Subject to subsection (8), a city or village that has a population of less than 5,000, and that has not created a planning commission by charter, may by an ordinance adopted under section 11(1) provide that 1 of the following boards serve as its planning commission:

(a) The board of directors of the economic development corporation of the city or village created under the economic development corporations act, 1974 PA 338, MCL 125.1601 to 125.1636.

(b) The board of a downtown development authority created under 1975 PA 197, MCL 125.1651 to 125.1681, if the boundaries of the downtown district are the same as the boundaries of the city or village.

(c) A board created under the tax increment finance authority act, 1980 PA 450, MCL 125.1801 to 125.1830, if the boundaries of the authority district are the same as the boundaries of the city or village.

(8) Subsections (1) to (5) do not apply to a planning commission established under subsection (7). All other provisions of this act apply to a planning commission established under subsection (7).

(9) The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Before casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the planning commission. The member is disqualified from voting on the matter if so provided by the bylaws or by a majority vote of the remaining members of the planning commission. Failure of a member to disclose a potential conflict of interest as required by this subsection constitutes malfeasance in office. Unless the legislative body, by ordinance, defines conflict of interest for the purposes of this subsection, the planning commission shall do so in its bylaws.

(10) An ordinance creating a planning commission may impose additional requirements relevant to the

subject matter of, but not inconsistent with, this section.



Please Contact Your State Lawmakers TODAY!

Raise Your Voice So Lansing Can Hear You!

Dear Colleague,

Much is happening in Lansing right now and the Michigan Municipal League needs your help over the several days and weeks ahead.

Make Your Voice Heard in Lansing

State lawmakers listen to their constituents. As a local elected leader or a local government official “from the district,” your voice and positions on the important budget issues carry added weight with your legislators.

So here is what we would like you to do:

1. Contact your lawmakers **today** to encourage them to support a plan in the Senate appropriations committee that adds \$100 million to *this year’s state budget* for pothole repairs and snow removal costs. This additional money is in direct response to the concern we’ve been hearing from our members about their snow removal budgets being maxed out due to the unusually harsh winter this season. We believe this proposed funding will greatly help our member communities. The hearing on this issue is tomorrow morning (Thursday, Feb. 20, 2014) so please contact your lawmakers **TODAY!** You can look up your legislators’ contact information [here in our action center webpage](#).
2. Contact your lawmakers between now and next Tuesday, Feb. 25, 2014, to express concerns about Governor Snyder’s proposed budget for fiscal year 2015 (*next year’s budget*).

In the upcoming days and weeks, the Michigan Legislature will be working to finalize the 2015 state budget proposed on Feb. 5 by Gov. Rick Snyder. The issues most important to Michigan’s local communities that state legislators will be considering in the FY 2015 budget proposal are:

- Statutory and constitutional revenue sharing;
- Funds for road and bridge maintenance and construction and other transportation-related needs;
- Potential changes to the controversial Economic Vitality Incentive Program (EVIP).

Talking Points: Please Write and Call Your State Legislators

Talking Points to use when contacting your lawmakers are [available online here](#) (and listed below). These are the same talking points that Michigan Municipal League staff and members will be communicating to state lawmakers and the governor’s staff in the coming weeks and months.

The Talking Points express the League’s support of the \$100 million proposal for snow removal costs for this year’s budget as well as the League’s concerns about and positions on Gov. Snyder’s proposed 2015 state budget for revenue sharing and transportation, and on needed changes to the EVIP.

Please use the Talking Points to:

- Make a phone call to your state representative and state senator.
- Compose and send a letter to your state representative and state senator.
- Compose and send an email to your state representative and state senator (the League makes this easy for you—simply [visit our action center webpage](#) to compose and send an email).
- Urge others in your local government to make calls, and send letters and emails.
- Meet with your legislators in Lansing or in your community. There will be an opportunity to meet with your lawmakers during the League's 2014 Capital Conference in Lansing March 18-19, 2014. [Register for the conference here](#).

Contact Your Local Media

Also please send a letter to your local newspaper(s). The League has prepared four sample letters to the editor for your consideration and use. The letters can be found on [our action center webpage](#).

A Turning Point, an Opportunity


The 2015 state budget marks an important turning point for the League and local governments: It's the first budget in many years that includes a relatively significant increase in statutory revenue sharing for local communities. However, this increase comes attached with many potentially cumbersome strings. The League will continue to work on these issues as the budget process progresses. While the increase is not enough, clearly it is being proposed because the League and its members for the past five years have raised strong and united concerns about state government raids on revenue sharing.

The 2015 state budget also presents an opportunity for the League and its members to seek needed changes to the EVIP, which has become a bureaucratic, cost and inefficiency nightmare for local governments. And we have an opportunity to continue to urge the Legislature to lead and approve a real solution to fix the state's crumbling roads and bridges.

State lawmakers listen when you speak. Please be active in our advocacy efforts so Lansing will pass policies that benefit local communities and taxpayers and we can create local places where people want to live and work, and prosperity can happen once again.

We hope to see you next month at the [League's Capital Conference](#).

Thank You,



Utica Mayor Jacqueline Noonan
President



Dan Gilmartin
Executive Director & CEO

Michigan Municipal League

FY 2015 State Budget Messages & Talking Points

February, 2014

Key Message: For Michigan's local taxpayers and local communities, there is some good, bad and ugly in Gov. Rick Snyder's proposed 2015 state budget.

The good: The budget marks a start in ending the Legislature's decade-long raid of "revenue sharing" funds that, by law, were supposed to go to local communities to fund essential services for local taxpayers.

- While the governor's budget increases statutory revenue sharing by \$36 million, it does not come close to restoring the more than \$6 billion the Legislature and governor basically took from local revenue sharing funds in the past decade.
- The Legislature and governor diverted the funds that were supposed to pay for essential local services to plug holes in the state budget, fund state programs and services, and pay for tax cuts for businesses.
- While state spending increased 26 percent during that time, local governments across Michigan were forced to cut budgets and shed 17 percent of all local government jobs (Source: Sept. 23, 2013, Citizens Research Council of Michigan).

Call to Action:

We urge the Legislature to increase statutory revenue sharing by a larger amount in the 2015 state budget, continue to make larger increases in future budget years, and never again raid funds that by law are supposed to come to local communities for essential local services.

A recent study found that Michigan's metropolitan areas account for 89% of the state's jobs and 88% of its gross domestic product (GDP). The revenue sharing distribution formula was designed to appropriately compensate the communities that support us all and the higher costs they bear. Therefore, when that formula is underfunded—like it has been consistently for the past decade—Michigan's entire economy suffers. Having better communities will result in a better Michigan.

The bad: While Michigan's roads and bridges continue to crumble, the governor's proposed funding to fix the roads fails to offer a long-term funding solution and create multimodal transportation options.

- Last year the governor proposed significant increases in funding for roads, bridges and transit.
- More recently legislators have proposed adding \$100 million to the current year's budget for pothole repairs and snow removal costs to assist communities hit hard by this season's winter weather. This is a good move in the right direction and League members are encouraged to tell their lawmakers to support this effort.
- Unfortunately, the governor's 2015 budget proposal does not propose additional funding for transportation. Failure to address Michigan's transportation needs, including building public transit, harms Michigan's economic recovery, limits jobs, and drives young, college-educated people to other states.

Call to Action:

Support the proposal to add \$100 million to the current year's budget for pothole and snow removal expenses. For next year's budget and beyond, we join Michigan voters, Michigan's business community, and the governor in urging the Legislature to fund a real long-term solution to fix the state's crumbling roads and bridges and create a real public transit system.

The ugly: The governor's budget continues to fund a failing state government program called EVIP (Economic Vitality Incentive Program). This program was apparently created three years ago to give a handful of state government bureaucrats the power to micro-manage the decisions of local government managers and local elected officials.

- EVIP was to tie revenue sharing funds to local governments' efforts to improve efficiency and lower costs.
- Instead, EVIP has created massive new paperwork reporting requirements for local governments; created instances where state bureaucrats are inappropriately second-guessing management decisions made by local elected officials and local government managers; and it holds up state funding for local communities that are both eligible and qualified.

Call to Action:

The governor and Legislature must either fix the bureaucratic nightmare that EVIP has become, or scrap the program because it has done nothing but create higher costs and more inefficiency for local governments.



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National Complete Streets Coalition

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WHO WE ARE

ESPAÑOL

What are Complete Streets?

Complete Streets are streets for everyone. They are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete Streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations.

Creating Complete Streets means transportation agencies must change their approach to community roads. By adopting a Complete Streets policy, communities direct their transportation planners and engineers to **routinely design and operate the entire right of way to enable safe access for all users**, regardless of age, ability, or mode of transportation. This means that every transportation project will make the street network better and safer for drivers, transit users, pedestrians, and bicyclists – making your town a better place to live.

What does a “Complete Street” look like?

There is no singular design prescription for Complete Streets; each one is unique and responds to its community context. A complete street may include: sidewalks, bike lanes (or wide paved shoulders), special bus lanes, comfortable and accessible public transportation stops, frequent and safe crossing opportunities, median islands, accessible pedestrian signals, curb extensions, narrower travel lanes, roundabouts, and more.

A Complete Street in a rural area will look quite different from a Complete Street in a highly urban area, but both are designed to balance safety and convenience for everyone using the road. Check out our [‘Many Types of Complete Streets’ slideshow](#) to see examples from across the country.

Why do we need Complete Streets policies?

Incomplete streets – those designed with only cars in mind – limit transportation choices by making walking, bicycling, and taking public transportation inconvenient, unattractive, and, too often, dangerous.

Changing policy to routinely include the needs of people on foot, public transportation, and bicycles would make walking, riding bikes, riding buses and trains safer and easier. People of all ages and abilities would have more options when traveling to work, to school, to the grocery store, and to visit family.

Making these travel choices more convenient, attractive, and safe means people do not need to rely solely on automobiles. They can replace congestion-clogged trips in their cars with swift bus rides or heart-healthy bicycle trips. Complete Streets improves the efficiency and capacity of existing roads too, by moving people in the same amount of space – just think of all the people who can fit on a bus or streetcar versus the same amount of people each driving their own car. Getting more productivity out of the existing road and public transportation systems is vital to reducing congestion.

Complete Streets are particularly prudent when more communities are tightening their

budgets and looking to ensure long-term benefits from investments. An existing transportation budget can incorporate Complete Streets projects with little to no additional funding, accomplished through re-prioritizing projects and allocating funds to projects that improve overall mobility. Many of the ways to create more complete roadways are low cost, fast to implement, and high impact. Building more sidewalks and striping bike lanes has been shown to create more jobs than traditional car-focused transportation projects.

Where are Complete Streets being built?

Many states and cities have adopted bike plans or pedestrian plans that designate some streets as corridors for improvements for bicycling and walking. More and more, communities are going beyond this to ensure that every street project takes all road users into account.

Among the places with some form of Complete Streets policy are the states of Oregon, California, Illinois, North Carolina, Minnesota, Connecticut, and Florida. The City of Santa Barbara, California calls for "achieving equality of convenience and choice" for pedestrians, bicyclists, transit users, and drivers. Columbia, Missouri adopted new street standards to encourage healthy bicycling and walking. And the regional body that allocates federal transportation dollars around Columbus, Ohio has directed all projects provide for people on foot, bicycle, and public transportation. Check our [interactive atlas](#) to see all the jurisdictions that have formally committed to the Complete Streets approach.

How can I get a Complete Streets policy adopted in my community?

Advocating for Complete Streets means working with your neighbors and local policymakers, including elected officials and government staff.

Talk with them about particularly problematic and unsafe streets: schools that have no sidewalks out front, bus stops that are not accessible for people in wheelchairs, missing crosswalks by the grocery store, and no safe routes to bicycle to work. Work together to identify ways to make these places safer and more attractive and present your ideas to others. Make your case and [show examples](#) of what your streets could like. For great strategy ideas, check out the free "[Power of 25](#)" presentation made by Peter Lagerwey.

This website has many resources to help you. You can [modify and use our introductory presentation](#) in your community, show it at PTA and neighborhood association meetings and to your local chamber of commerce. See the [Changing Policy tab](#) for information on developing a good policy and finding other local advocates. We also have answers to many questions on how to implement a policy.

The National Complete Streets Coalition offers [interactive full-day workshops led by national experts](#) to help communities establish a common vision for their streets; develop an appropriate Complete Streets policy that builds on local expertise; and implement Complete Streets policies by identifying ways to change and streamline the everyday transportation decision-making process.

Need transportation planning and engineering professionals who are ready to help design and construct complete streets? [Our Complete Streets Partner firms](#) can offer the expertise and dedication you need.

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