

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, August 27, 2018, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
  - 4A. Council Meeting of August 13, 2018 MOTION Pg. 21
5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 3
  - 6B. 8002 Miller Road Bidding Specification Proposal Pg. 32
  - 6C. Elms Park Cell Tower Abatement Request Pg. 33
  - 6D. Zoning Alteration Proposal Pg. 74
  - 6E. Siren Upgrade Notice Pg. 77
  - 6F. Genesee County Park Plan Notice Pg. 80
  - 6G. Swartz Creek City Primary Voting Results Pg. 81
  - 6H. Homecoming Parade Permit Pg. 82
  - 6I. Draft Fire Board Budget Pg. 86
  - 6J. July Budget Report Pg. 94
  - 6K. Don Shenk Land Contract Proposal Pg. 104
7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
  - 8A. Don Shenk Property Sale Initial Review RESO Pg. 15
  - 8B. Elms Park Cell Tower Lease Abatement Request RESO Pg. 16
  - 8C. Appointments RESO Pg. 17
  - 8D. 8002 Miller Road Bidding Specification Proposal RESO Pg. 18
  - 8E. Zoning Update Proposal RESO Pg. 18
  - 8F. Homecoming Parade Permit RESO Pg. 19
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Planning Commission:	Tuesday, September 4, 2018, 7:00 p.m., PDBMB
Park Board:	Wednesday, September 5, 2018, 5:30 p.m., PDBMB
City Council:	Monday, September 10, 2018, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, September 13, 2018, 6:00 p.m., PDBMB
Fire Board:	Monday, September 17, 2018, 6:00 p.m., Public Safety Bldg
City Council:	Monday September 24, 2018, 7:00 p.m., PDBMB
Metro Police:	Wednesday, September 26, 2018, 10:00 a.m., Metro PD

## **City of Swartz Creek Mission Statement**

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

## **City of Swartz Creek Values**

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

### ***Honesty, Integrity and Fairness***

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

### ***Embrace Employee Diversity and Employee Contribution, Development and Safety***

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

### ***Expect Excellence***

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

### ***Respect the Dignity of Others***

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

### ***Promote Protective Thinking and Innovative Suggestions***

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

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, August 27, 2018 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** August 22, 2018

---

## **ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(Update)*

The golf appraisal continues. They do not appear to be cooperating and are offering low values for a settlement. Our strategy is to continue with the appraisal, which has been funded and awarded. We feel we are in a good position.

The 2017 Huizinga appeal has a hearing date for November. The 2016 appeal for this office was very unusual in terms of value sought by petitioner and because of procedural abnormalities by the petitioner and MTT. We have attempted one good faith round of negotiation without results. Heather recommends that we attempt an appraisal of this and another claim from this office park. Though the values are low, the integrity of the office valuation in the city is at stake. We are working with the firm that was retained for other appraisal work.

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

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

We are moving forward with our project that was approved in this three year federal funding cycle. The next step is completion of preliminary engineering and design, with the intention of bidding Fairchild Street this coming winter for 2019 construction. A resolution approved in April to engage engineering through the state contract. This is a required state instrument that will enable design and bidding to occur, with 80% of the cost picked up by the MDOT. A resolution is included.

In speaking with the engineer, the city still has the ability to add a sidewalk to the east side of Fairchild. We were informed that the sidewalk would not be an eligible expense so could not get federal funds. However, if it was done at the same time, the city would need to pay 'prevailing wages', which would increase the cost substantially. As such, it was recommended that, should the city decide to add sidewalks, we do so at a later time with another project that is ongoing in the Village.

After this three year cycle is complete, we hope that Miller, west of Morrish will be in the 2020-2022 cycle. Seymour is not on the radar at this point, though we may try to put it on the next cycle as well.

✓ **STREET PROJECT UPDATES** *(Update)*

*This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.*

Daval Drive is substantially complete in all of its facets except for Consumers Energy street lighting. We still await the installation of the new lights for Daval, as well as last year's projects.

Consumers Energy has pulled permits for street light installation on last year's projects. The start date on the permit was May 12<sup>th</sup>, with completion in September.

Helmsley is now in the hopper for 2019 (excluding water main, which is newer). Design engineering is to be underway soon.

In other news, preventative maintenance for the following streets has been awarded and is being completed as I write this:

Jennie Lane (Bristol Road to Abbey Lane)  
Miller Road (Dye Road to Morrish Road)  
Parkridge Subdivision (All Streets)  
Church Street (Morrish to Frederick)

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

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

Lining work is complete for Chelmsford and Valleyview Drives. Inspection of Winshall has also been completed. There were no unexpected abnormalities, work items, or damages reported. Mr. Svrcek will be debriefing with Liqui-Force and Rowe PSC about this project and future work soon.

We are also going to have camera footage of many Miller Road and downtown lines. This is being provided by Consumers Energy. They are performing the inspections because there is some concern that gas lines may have been bored through sewer lines during installation in the mid 90s.

This multi-year program is on schedule and budget. Based upon current rates and existing fund balance, staff may recommend expending more in the next year or two on the sewer rehabilitation plan in order to get some higher risk assets completed more quickly. This could include Winshall Drive and Miller Road sections.

✓ **WATER MAIN REPLACEMENT** *(No Change of Status)*

It appears the city does qualify for grant funds! I am including a preliminary recommendation letter that indicates the qualification for loan and grant funds. Based upon this notice, the city may be getting nearly 45% of the project funded by grants. Clearly, there is much work and underwriting yet to be done, but this is certainly good news. To move things forward, we have initiated the next steps of engagement and will see what the next steps are. Certainly, this will include some regulatory compliance, legal & financial services, planning for cost apportionment, scheduling, and design engineering.

In addition, the Genesee County Drain Commission - Water and Waste Services Division has officially given the city notice (attached) of their intent to update the 2003 Water Master Plan. During this process, they are going to analyze the Swartz Creek area to ascertain what current and future needs are. This information will then be used by their consultant to make determinations concerning additional water feeds into the area and the sizing of the water main, including Miller Road.

Their plan is to rely less on Miller Road and more on secondary feeds that could approach the city from the north, south, and west. This would be good for us in the long run and negates the concern that Miller Road would need to be increased in size and/or used as an intercommunity transmission line.

As observed with the break that was experienced on December 18<sup>th</sup>, additional feeds from other directions are essential for the west end of the county.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would be about \$25,000. We will work with the county on this matter and report back on our findings.

✓ **POLICE SERVICE (Update)**

Hiring of sergeants and another patrol officer is underway. The authority will be taking over the parking violations bureau as of October 1<sup>st</sup>. To increase the enforcement impact, the PD is requesting that the council consider increasing parking fines. This is part of the larger joint strategy to increase the attention on community policing elements of parking, code enforcement, blight, and traffic monitoring in the city.

✓ **HERITAGE VACANT LOTS (Update)**

The last of the lots acquired prior to the special assessment have been approved for sale. The city has two more lots that were acquired through the tax reversion process. If there is no objection, I will look to prepare instruments for the two units acquired in 2017 at new, negotiated pricing if requested by the buyer, JW Morgan, at some point in the future.

✓ **NEWSLETTER (Update)**

The next installment is September. Ideas?

✓ **HOLLAND SQUARE (Update)**

The city/DDA is proceeding with design of the streetscape and square features by the DDA, with the intention of bidding the project this winter and constructing improvements in 2019. A steering committee, similar to the street project review committee, is proposed to detail the improvements. The council will have the final say in design, award, and budget of this endeavor.

OHM Advisors is completing the design. Note that the professional service expenses will be covered by the DDA, with improvement costs to be spread among the DDA, city

general fund, and the Exxon payment (now in the general fund). There is a total of \$200,000 in the DDA and city budgets for fiscal year 2019 that is related to this project. Estimates indicate the full scope of Phase I could be \$350,000, necessitating additional general fund dollars as an advance or contribution.

✓ **TRAILS** (*No Change of Status*)

The MDOT Enhancement application is submitted, and I am hearing positive feedback about our chances from the engineer! We hope this covers 65% of the investment. Work with Consumers Energy and CN Rail is positive for those project components that require their engagement. We are still working with the MTA and GM on some easements and permissions.

The DNR match portion for the remainder of the project has been submitted. This entails an application for the Department of Natural Resources Trust Fund Grant for construction. This grant can fund up to 50% of a project, up to \$300,000. We will be seeking an amount close to that to offset the 35% that the city must cover to match the Enhancement grant. I have met with DNR staff in Elms Park to go over their questions. I am hopeful for this award as well.

Note that that the city will still be heavily invested in this, even if both grants are awarded. Count on a general fund outlay of \$200,000 for all engineering, construction, and inspection services. This outlay will be required because the DNR requires that the city match 25% of the 'ask' from the DNR. So, the actual 'ask' will be 75% of what MDOT does not fund, leaving us with 25% of the DNR match of 35%.

Since this will get us close to the \$300,000 cap, we can expect to self-fund any overages, add-ons, and engineering that exceeds the limit. Again, the city WILL be using general fund dollars to make this connection happen.

The project timeline has changed based upon the engineer's recommendation in order to meet the DNR award schedule. We lose the 2018 construction season and have a new timeline as follows:

1. Plans and estimate complete March 15, 2019.
2. Grade Inspection package submitted March 29, 2019.
3. ROW certification March 29, 2019.
4. Matching funds certified March 29, 2019.
5. Project listed in approved TIP April 20, 2018- this date was not modified from the original application and I have a call into Jacob for verification.
6. Advertisement start date September 16, 2019.
7. Construction letting date November 4, 2019.
8. Construction start date January 20, 2020.
9. Construction end date September 21, 2020.

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

The first meeting of the Economic Development Strategy Committee was Tuesday, July 31<sup>st</sup> at 10am, at the Paul D. Bueche Municipal Building. It went well and was well attended with members of the educational, business, non-profit, and resident community. The consultant gave an overview of the community and objectives. The

group then engaged in a productive SWOT (strengths, weaknesses, opportunities, threats) analysis. Results will follow, and we expect an objective action plan.

The planning commission is ready to move forward with implementing some changes to the zoning ordinance. This follows the zoning ordinance technical review that was done earlier this summer. The planning commission will look to proceed with some immediate zoning changes that are creating some noticeable barriers to mixed use buildings, outdoor dining/cafes, downtown signs/pickup windows, and similar restrictions. Lower priority changes are likely to follow.

To proceed, I have a proposal from CIB Planning. This is the group that the state leans on pretty heavily to work on zoning ordinances in the context of advancing Redevelopment Ready Communities. As it happens, the president of CIB Planning is Carmine Avantini, who was very heavily involved in the creation of the current ordinance about 15 years ago. A proposal is included in the packet with a resolution to retain the firm. This is something we have had budgeted for in the last two years.

As we proceed, I ask council members and other officers of the city to make every effort to engage themselves in the economic development strategy process and to encourage the engagement of our affiliates, such as the chamber, senior center, schools, etc.

The following RRC components are also at the forefront of our improvement and certification efforts:

- Development review flowchart and checklist **(In Progress)**
- Integrated community development webpage for city/DDA processes and programs **(Complete)**
- Economic Development Strategy for the city and its partners (chamber of commerce, schools, etc.) **(In Progress)**
- Public participation plan and tracking methods **(In Progress)**
- Consolidated capital improvement plan (compiled list of street, water, sewer, park and other investment for the next six years) **(Complete)**

✓ **BRANDING (Update)**

The logo/image has been selected, and the city also has adopted an official tagline: Where Friendships Last Forever. I am working with the webpage manager to revamp our online presence. Next steps will be to incorporate the image and tagline into standard media. There are also recommendations for additional investments such as downtown and community wayfinding signage and similar features.

Allow some time to make the transition on our official materials. Once the graphic artist creates various digital copies of the image in the proper formats, we should be able to convert our digital presence quickly. This will include social media, the webpage, & SeeClickFix. We will make new orders for letter head, business cards, and other forms of media as needed. I don't expect there is a need to waste existing paper.



The developing relationship with the Swartz Creek Area Chamber of Commerce and the Economic Development Steering Committee will help to operationalize this branding strategy across the community.

✓ **DOG PARK (Update)**

The slip and slide event was a big success. About \$1,200 was raised for the dog park. The scouts are still active in fundraising and plan to complete this. The city is assisting by leveling and increasing a grade where the dog park is proposed.

✓ **CONSUMERS CONSERVATION PILOT PROGRAM (No Change of Status)**

CE did a promotional event at Feather n Fin in August and is still drumming up support for their initiative. The webpage for this program is still up and running.

Part of the program includes a \$15,000 donation to one of two local projects. These projects include the future “Holland Square” and the trail system that is proposed. Obviously, these resources would be put to good use!

✓ **DURAND AREA INDUSTRY - PROJECT TIM (No Change of Status)**

There has been some positive chatter about the project in recent weeks. I can attest that many folks involved with the Shiawassee Economic Development Partnership and City of Durand were in Washington D.C. in June, apparently at the White House.

This project potential announcement and potential operation has political implications and drivers. It is clear to everyone that coal and steel production in the U.S. is a key objective of the current administration. Trade tariffs, incentives, and economic growth in the Midwest are all linked to these industries and are very dynamic. I will do my best to keep the council informed.

✓ **TAX REVERTED PROPERTY USE (Update)**

5157 Morrish Road has been sold. The vacant land on Wade Street has not been purchased.

✓ **8002 MILLER (Update)**

We still await the deed. We now have a template commercial lease for Laser’s, using pre-existing terms and conditions. The city attorney shall assist in preparation. A draft lease has been delivered to the owner’s representative.

I have also reached out to the architect that assisted with the Don Shenk home to get an idea of what it will take to rehabilitate the building. He has investigated the scope of the work and prepared a proposal to design and bid rehabilitation. The idea is still to repair and upgrade the structure to accommodate the existing user and to modernize the upstairs residential unit. I have included the architectural proposal and a resolution to approve it. The city council will obviously need to approve any and all bids for contractual services related to the rehabilitation.

The previous report follows:

The city opted to acquire one property this year through the county tax reversion process. The property is 8002 Miller Road, the building that houses Lasers Flower



shop downtown. We do not hold the deed yet, but I intend to work with the owner on a game plan for renovation and use. We will also need a temporary lease and a potential plan for building sale.

The plan that appears most agreeable is to lease the building at a market rate to the current occupant with the understanding that all collected revenues will be put toward operations, maintenance, and renovation of the building. Since the tenant is able and willing to work with us on its use, and they are a willing buyer, I will look to bring back a renovation plan, budget, and timeline for proceeding.

The building is two levels, with an apartment on the second floor. The condition of the building is fair and functional, but there are areas in which updates and upgrades are required.

Note that the flower shop is a tenant and this foreclosure in no way reflects the status or fiscal health of that business. They do have an interest in working with the city on the condition of the building. They also have an interest in potentially taking ownership prior to or after improvements.

✓ **DON SHENK HOME SALE** (*Business Item*)

The notice and outreach, generated four interested parties for the home. As of writing, there is only one party that placed a valid interest in writing at the minimum bid price. However, the buyer is not able to fulfill the terms of the request for offers at this time. Instead, the buyer proposes a land contract as an alternative.

Council is within their rights to consider or refuse any and all offers. I am including the letter and land contract. Both were prepared by the buyer. I have very serious reservations about a land contract arrangement. Risks include non-payment, potential eviction, home damage, and potential liability. There is also the matter of reimbursing the county for proceeds from the sale. I can explain land contracts further at the meeting.

In the meantime, I have had other parties continue to call about the home. One party visited the site on Friday and is willing able to place an offer at or above the minimum bid. Since the city has accomplished the goal of transparency and equity concerning the ability to bid on the house, I think the council can negotiate and accept offers as they see fit. In short, if there is an able and willing buyer that meets the qualifications at this point, there is not a need to engage in listing or remarketing the home.

I am including a resolution in the affirmative to engage in a sale with the land contract. I do not believe this is the best course of action, but the council can proceed if they are comfortable doing so.

✓ **MILLER ROAD DRAIN** (*No Change of Status*)

The proposal for repair has been approved, and an agreement prepared. We await the contractor to establish a schedule. Unfortunately, the affected homeowner has passed recently. A family member will be coordinating with the city on repairs.

✓ **GROUNDWATER WITHDRAWAL ORDINANCE** *(No Change of Status)*

The groundwater withdrawal ordinance for the Holland Square project is in the final phase. As noted previously, the practical impact of this is small, since wells are no longer permitted in the city and there are no known 'grandfathered' wells in the impacted area.

The council held a public hearing at our meeting on April 23rd. ExxonMobil, the Michigan DEQ, and other representatives will now be reaching out to property owners to research if there are any well impacts. Once this is done, we should be able to proceed with the ordinance. Representatives of Exxon indicated a fall timeline for approval.

✓ **CGI PROMOTIONAL VIDEO** *(Update)*

They are done! We will have them on the webpage soon.

✓ **SCHOOL FACILITY PROPOSAL** *(No Change of Status)*

There is a ballot initiative now for the Swartz Creek Community Schools. They are seeking 3.9 mils in the November general election for facility improvements. From the July 26<sup>th</sup> edition of the Swartz Creek View News:

If approved, the millage would cost the owner of a home worth \$120,000 less than \$237 per year for 28 years.

Although the request specifies 3.9 mils, the average annual millage is expected to be 3.45 mils as property values increase, according to Superintendent Ben Mainka.

Historical evidence from surrounding districts suggests property values rise significantly when communities invest in school facilities, he said.

District voters have not approved a school bond since 1970, Mainka said.

In 2007, the district proposed two millage questions, asking to raise about \$90 million to build a new high school and auditorium, and to expand and improve other facilities. Voters rejected both.

In 2003, the district sought about \$60 million for a new high school. That request also failed.

Voters have, however, renewed the sinking fund levy, most recently in 2010 when they approved 1.8059 mils for 20 years. The fund pays for the Performing Arts Center and the Cage Community Center, as well as building maintenance.

Last week, the school board approved "very specific" ballot language, Mainka said. The language offers details on how the district is allowed to spend the money.

The school board has previously said about 39 percent of the funds will go for safety and security, which will include secure entries at all buildings, cameras, locking devices, fire safety and parking lot safety.

About 27 percent has been earmarked for code compliance and efficiency, including restroom and entrance upgrades, energy-efficient windows and lighting, roof repairs, ceilings, improved meeting and storage space and climate controls.

Other projects address district competitiveness. School officials hope to spend about 23 percent on new STEAM (science, technology, engineering, arts and mathematics) innovation spaces at all schools, computers, wireless technology, furniture and fixtures; and 11 percent on athletic facilities.

I encourage all members of council, planning commission, park board, DDA, and other boards to make an effort to review the study and related news as it is released. I will continue reporting to the various boards and committees what changes might be expected and how the city might partner.

The future of our community is very much tied to the real and perceived condition and function of the school's various buildings and related educational amenities. The city is a vested stakeholder in ways too numerous to list.

✓ **PAUL FORTINO PROPERTY PROPOSAL** (*No Change of Status*)

By a narrow margin, the council has enabled the planning of vacant land on Paul Fortino Drive for use as townhomes as conceived and amended by the DDA and RBF construction. The concept is to construct fifteen condo units of two-level housing on the site, provide for some usable open space, and add another ingress lane to Paul Fortino Drive at Morrish.

The units proposed will be 1,300 to 1,500 square feet, including a two-car garage, and sell for \$200,000 to \$225,000 in today's market. I am for this project to create positive change in the downtown physically, economically, and symbolically. This project will create housing for the 'missing middle' at a small but very visible scale in our downtown and will advance many of our strategic objectives.

I expect the next step will be planning commission review of site plans and architectural renderings.

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

✓ **MONTHLY REPORTS** (*Update*)

The July budget report is included.

✓ **SIREN NOTICE** (*Update*)

Genesee County 911 will be upgrading all of the 113 sirens in the county. This is in response to the issues that were occurring with the current technology (faulty or malicious operation of sirens, creating false alarms). There is a cost of \$483.89 for each of the city's four sirens. This is a cost of doing business.

✓ **GENESEE COUNTY PARK PLAN UPDATE NOTICE** (*Update*)

This is actually an important notice. The city, along with Clayton, Mundy, and Flint Township, have lamented the lack of county recreational resources in central/west Genesee County. Our area is highly populated, provides much tax base, and lacks natural recreational resources (rivers, lakes, public lands for passive recreation). In addition, there are absolutely no county facilities.

I and others, especially Flint Township, have been endeavoring to secure investment by the county in this area. The city maintains the only parks for this area of the region. Flint Township is attempting to acquire the old Pirates Park as a

resource. I have lobbied the former Park Director to consider purchasing property in the area to make available for public use. This would take some pressure off of our parks and improve the quality of life for the 60,000 people that resident in these communities.

So far, no one has been successful. There are no objectives in their five year plan to invest in this area. However, their plans have been updated and changed in the recent past to include massive investments elsewhere (Atlas Township).

**Why is this important? We need a strong showing on the surveys and meetings/workshops that the county holds. This means getting ourselves, friends, family, and everyone in the community that we can reach to provide input that directs investment to our area!**

✓ **ELECTION RESULTS (Update)**

The local election results are in. Notably, the art levy failed in the city.

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

✓ **PLANNING COMMISSION (Update)**

The commission will begin work on the expected zoning changes on September 4<sup>th</sup> if the consultant can begin that quickly. Otherwise there is no other pressing business at the moment.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on July 19<sup>th</sup>. In addition to the branding (logo) and Holland Square discussion above, the DDA also approved another façade grant in the amount of \$2,500.

The August meeting was cancelled pending submission of the townhome plan. I will keep the city council informed if there is need for a special meeting. At this point, they will look to convene on September 13<sup>th</sup>. There is a full agenda, consisting of a large façade grant request, streetscape consideration, the potential for a fall movie in the park, and the townhomes.

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

They held their annual meeting on March 21, 2018. This was their organizational meeting in which they selected officers. Mr. Packer remains Chair, Mr. Plumb remains Vice-Chair, and Mr. Smith remains the Secretary. There are no pending or expected variances, appeals, or interpretations at this time.

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

The meeting of August 1<sup>st</sup> was cancelled. It is anticipated that they will meet on September 5<sup>th</sup> to debrief on the slip and slide, as well as the potential to clear the east end brush that is in Elms Park. By all accounts, the slip and slide event was successful!

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

The BoR will be inactive until November.

## NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **MUNICIPAL CIVIL INFRACTIONS VIOLATIONS BUREAU (Update)**

Metro Police, the city attorney, and staff continue to look at the transfer of the municipal infraction bureau as well, for reasons similar to the parking violations bureau. Since the police are the ones that we want enforcing violations for code, blight, and nuisances they should be maintaining the citations, records, and ability to prosecute. Doing so will require an ordinance amendment and subsequent administrative changes. I will keep the city council informed.

✓ **ELMS PARK CELL TOWER RENT ABATEMENT REQUEST (Business Item)**

The communication tower in Elms Park is not occupied or in use. Mergers in the wireless industry are resulting in consolidation of carriers on other towers, such as the tower on South Elms, by the creek. As such, the tenant requested a 100% rent abatement in the spring, with the understanding that rent would return to full if a user was found. I indicated that the use of public land, even if it was only to maintain a structure for speculation, still had value, perhaps 50%.

After some months, they have returned with a proposal to pay 25% of the current rent. The understanding is that the rent will return to 100% if another provider is found. There is not a lot at stake here either way. If the city wishes not to participate, we are out about \$14,500 a year, and the tower is removed. In theory, another carrier could be useful in providing mobile service to the city, and this is something that should be considered as a potential future benefit, especially as carriers look to go to 5G, which I believe has a limited range.

If the city accepts, we will be able to add \$3,600 to the general fund and hold hope for 5G and higher returns. If we say no, I suspect the tower comes down and we get some open space back. I don't think they are bluffing or posturing. Wireless mergers were intended to reduce the number of towers in the nation for exactly this purpose.

Because this area was very difficult to put into service for this use (remember the land conversion process we had to undertake with the State DNR?), I am inclined to think that some rent is better than no rent, especially if there is a need for a tower in the future. We don't want to have to go through that process again.

Here is an excerpt from an article by Lifewire.com: <https://www.lifewire.com/5g-vs-4g-4156322>

"...5G networks will be able to beam ultra-fast data to a lot more users, with high precision and little latency.

However, most of these ultra-high frequencies work only if there's a clear, direct line-of-sight between the antenna and the device receiving the signal. What's more is that some of these high frequencies are easily absorbed by humidity, rain, and other objects, meaning that they don't travel as far.

It's for these reasons that we can expect lots of strategically placed antennas to support 5G, either really small ones in every room or building that needs it or large ones positioned throughout a city; maybe even both. There will also probably be many repeating stations to push the radio waves as far as possible to provide long range 5G support."

- ✓ **FIRE BOARD AND BOARD OF REVIEW APPOINTMENTS (*Business Item*)**  
Rick Clolinger has resigned from the Fire Board. The mayor is sought applicants to this position and is recommending Dave Spillane. In addition, we have a standing practice of placing an alternate on the Board of Review so that person can learn the job for eventual placement as a full member. The Mayor is recommending Robert Plumb.
- ✓ **FIRE BOARD BUDGET (*Update*)**  
The fire board was not able to approve their budget at their regular meeting on August 20th. This is expected in September. To keep the council up to date, I am including the draft. The operational budget includes an increase this year, 3.5%.

In addition, there is a proposal for another equipment purchase. This expense approaches about \$400,000 total, split between Swartz Creek and Clayton. Since the city has been setting funds aside for equipment, the additional impact out of the general fund is approximately \$60,000. This could be appropriated out of reserves or borrowed, like before, from the sewer fund. I have had many conversations with Chief Plumb and the Clayton Township Supervisor, and we have confidence in the budget and equipment purchase.

Moving forward, I continue to advocate for a more predictable, annualized contribution for equipment so that we are not faced with periodic large purchases that skew the budget and stress savings. Taking this a step further, it may be prudent to consider allocating equipment costs to use, the same way that labor costs are apportioned by their use. Since our needs are pretty equal at the moment, this may be a good time to proceed with accounting for equipment as an hourly expense to the municipality using the equipment, and including such expenses in the operating budget.

- ✓ **HOMECOMING PARADE PERMIT (*Business Item*)**  
The parade is on! No surprises there. Everything looks good for approval. Review by the police is positive. A resolution and accompanying materials is included.

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

*Chamber of Commerce:* I attended my first executive board meeting of the Swartz Creek Area Chamber of Commerce. Mayor Krueger serves as well. Council members should consider attending a function or two. Strengthening this relationship should further the collective efforts of the community as it relates to economic development. The ties between the DDA, school, chamber, and city are strengthening and becoming more impactful! A fall event is being planned for downtown. This could include a movie at the theater, a haunted house, food, games, and pumpkin sales. Volunteers and ideas are needed!



**City of Swartz Creek  
RESOLUTIONS  
Regular Council Meeting, Monday, August 27, 2018, 7:00 P.M.**

**Resolution No. 180827-4A            MINUTES – August 13, 2018**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 13, 2018, to be circulated and placed on file.

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

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

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

**Resolution No. 180827-5A            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 August 27, 2018, to be circulated and placed on file.

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

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

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

**Resolution No. 180827-6A            CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of August 27, 2018, including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 180827-8A            RESOLUTION TO APPROVE THE INITIAL SALE INSTRUMENT FOR 5256 DON SHENK**

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

**WHEREAS**, the city has acquired a residential structure located at 5256 Don Shenk Drive from the county via the tax reversion process in 2017 for the purpose of blight removal and restoration to improve neighborhood conditions; and



**WHEREAS**, the city awarded a contract for services to restore the home, including but not limited to roofing, HVAC, floor restoration, basement finishing, landscaping, appliances, various fixtures, and other components, with said services now being substantially complete; and

**WHEREAS**, the city may recover invested costs upon sale of the residence, but additional proceeds must be turned over to the appropriate county agency; and

**WHEREAS**, the city invited public offers for purchase in July of 2018, and received a written offer from an interested party; and

**WHEREAS**, the potential buyer is now offering an alternate purchase instrument in the form of a land contract with \$20,000 down and a total purchase price of \$130,000.

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek City Council authorizes staff, in consultation with the city attorney, to complete the land contract agreement with a prevailing interest rate, insurance, and other applicable terms and to then make the completed land contract sale instrument available to the general public, for a period of not less than 30 days, in accordance with the City's Land Sale Policy of April 28, 2014.

**BE IT FURTHER RESOLVED** the purchase agreement shall be reviewed by the city council subsequent to the review period.

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

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

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

**Resolution No. 180827-8B**

**RESOLUTION TO APPROVE THE LEASE ABATEMENT FOR THE COMMUNICATION TOWER IN ELMS PARK**

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

**WHEREAS**, the City of Swartz Creek (Landlord) and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground), dated June 16, 2005, as evidenced by that certain Memorandum of Lease, recorded April 16, 2014, as Instrument No. 201404160032238, and ultimately assigned to Tenant f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease, recorded December 15, 2008, as Instrument No. 200812150081749, both recordings of the Register of Deeds of Genesee County, Michigan, as amended and assigned from time to time (collectively, "Agreement") for Tenant's use of a portion of the real property ("Premises") located at 4127 Elms Road, Swartz Creek, MI 48473 ("Land"), being more particularly described in the attached Exhibit "A";; and

**WHEREAS**, the tower is currently without an active wireless provider; and

**WHEREAS**, the Landlord and Tenant desire and intend to amend and supplement the Agreement as provided in the Amendment to Communications Site Lease Agreement (Ground) as included in the city council packet of August 27, 2018; and

**WHEREAS**, the city has negotiated an additional lump-sum payment, an increase in the annual lease amount, and rent securities payable upon exercise of the aforementioned option in order to effect said changes; and,

**WHEREAS**, the City of Swartz Creek City Council approved the execution of the letter agreement to affect these changes at its regular meeting on August 10, 2015, with said letter being executed and payment received for said execution.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council hereby approves the Amendment to Communications Site Lease Agreement (Ground) as included in the city council packet of August 27, 2018 and further directs the Mayor to execute said agreement on behalf of the City.

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

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

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

**Resolution No. 180827-8C**

**RESOLUTION TO APPOINTMENT A FIRE BOARD MEMBER AND BOARD OF REVIEW MEMBER**

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

**WHEREAS**, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

**WHEREAS**, there exists a vacancy on the Fire Board and a need for an alternate on the Board of Review; and

**WHEREAS**, said appointments are Mayoral appointments, subject to affirmation of the city council.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

**#180827-8C1** **MAYORAL APPOINTMENT:** Robert Plumb  
Board of Review, Citizen  
Remainder of a three year term, expiring June 30, 2020

**#180827-8C2** **MAYORAL APPOINTMENT:** David Spillane  
Fire Board, Citizen  
Remainder of a one year term, expiring March 31, 2019

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

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

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

**Resolution No. 180827-8D**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES FOR DESIGN, SPECIFICATION CREATION, AND ESTIMATION FOR REHABILITATION OF 8002 MILLER ROAD**

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

**WHEREAS**, the city has acquired a commercial structure located at 8002 Miller Road, Parcel ID Number 58-35-576-049, that is in need of repairs and improvement; and

**WHEREAS**, the structure is occupied by an existing business that leases the bottom floor for retail space; and

**WHEREAS**, the council finds that it is in the best interest of the economic viability of the structure and surrounding neighborhood to improve the function of the building for the existing retail use and upper floor residential use; and

**WHEREAS**, the council finds that professional services may be needed to provide advice and to formalize specifications for the renovation of such structure.

**NOW, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the proposal from NJB Architects, Inc. dated August 20, 2018, as included in the city council packet of August 27, 2018.

**BE IF FURTHER RESOLVED**, the City Council directs the City Manager to work with the existing occupant to develop and bid specifications for reasonable improvements that are expected to accumulate to a value less than the improved true cash value of the property, with the city council approval required to award any resulting bids for such work.

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

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

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

**Resolution No. 180827-8E**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES FOR ZONING ORDINANCE UPDATES**

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

**WHEREAS**, the City Council, to further the proactive stance of the city as it relates to economic development, is actively engaged in the pursuit of standard Redevelopment Ready Communities certification; and

**WHEREAS**, during the 2018 review, the State of Michigan Economic and Development Corporation (MEDC) indicated that zoning ordinance changes are required per a zoning audit that the state contractor performed on the city's existing code; and

**WHEREAS**, the city finds the state contractor to be qualified, knowledgeable, and in the best position to continue with making the specific changes that they recommended; and

**WHEREAS**, the contractor, CIB Planning, has provided a professional services agreement related to zoning changes that staff and the MEDC find to be a top priority.

**NOW THEREFORE, BE IT RESOLVED** the City of Swartz Creek approves the professional service agreement with CIB Planning, a copy of which is attached hereto, and apportion a cost not to exceed \$15,000 of general fund dollars to support said service.

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

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

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

**Resolution No. 180827-8F**

**RESOLUTION TO APPROVE A PARADE PERMIT FOR THE SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING PARADE ON SEPTEMBER 14, 2018**

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

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

**WHEREAS**, the streets, upon the finding of a public benefit and no unreasonable hardship, may be permitted for closure from time to time as permitted by the city council; and

**WHEREAS**, the Swartz Creek Community Schools seeks a street closure permit for the annual Homecoming Parade, to commence at 5:00 p.m. on Friday, September 14, 2018; and

**WHEREAS**, the city council, following the recommendation of the police authority, finds that the application, including insurance, is complete and that this event offers a public benefit without imposing an unreasonable hardship.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Swartz Creek approves the application of the Swartz Creek Community Schools to conduct their annual High School Homecoming Parade on Friday, September 14, 2018 from 4:45 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Eastbound to Morrish

Morrish, Northbound to Miller  
Miller, Westbound to Fairchild  
Fairchild, Southbound to Middle School

Under the direction and control of the Chief of Police (or designee) and in accordance with the stipulations and conditions set forth in the permit and application, including the provision of proper insurance.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 08/13/2018**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

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

Others Present: Lania Rocha, Bob Plumb, Fay Porath, Steve Shumaker, Erik & Dawn Jamison, Tommy Butler, Andy Harris, Joe Lawson, Jentery Farmer, Chief Matt Bade.

**APPROVAL OF MINUTES**

**Resolution No. 180813-01**

**(Carried)**

Motion by Councilmember Porath  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday July 23, 2018, to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**(Carried)**

**Resolution No. 180813-02**

Motion by Councilmember Cramer  
Second by Councilmember Florence

**I Move** the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of August 13, 2018, to be circulated and placed on file.

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

**CITY MANAGER'S REPORT**

**Resolution No. 180813-03**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of August 13, 2018, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**MEETING OPENED TO THE PUBLIC:**

Steve Shumaker, 7446 Country Meadow Drive, remarked on the parking violation ordinance, art proposal on ballot and campaigning at the polls.

**COUNCIL BUSINESS:**

**RESOLUTION TO APPROVE THE SALE AND USE OF VACANT UNITS IN HERITAGE VILLAGE CONDOMINIUM**

**Resolution No. 180813-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Porath

**WHEREAS**, the city acquired a total of six vacant units in Heritage Village Condominium, including the following units:

3284 Heritage Blvd	58-30-651-091
3278 Heritage Blvd	58-30-651-092
3270 Heritage Blvd	58-30-651-093
3264 Heritage Blvd	58-30-651-094
3323 Heritage Blvd	58-30-651-106
3329 Heritage Blvd	58-30-651-107

**WHEREAS**, the city determined that a public purpose existed for obtaining the lots, being control and guarantee for the collection of the special assessment fees, the preservation of property values for the existing homes in the condominium neighborhood and the control over the quality of housing constructed on said units; and

**WHEREAS**, the city previously found that the long term intent is to sell the lots to recover assessment costs and other administrative costs that may occur and to preserve property values consistent with the findings within this resolution; and

**WHEREAS**, the city permitted a negotiation between the Heritage Village of Swartz Creek Homeowners Association (HoA), local builders, and city staff to occur with the intent to develop these units in a manner that ensures quality and timely development of housing at a market sale price of each unit; and

**WHEREAS**, the HoA requested sale of the units to J.W. Morgan Construction, LLC., with certain conditions, as outlined in their statement from July 6, 2017 and the city subsequently resolved to sell two lots to J.W. Morgan Construction, with proceeds to be paid to the HoA; and



**WHEREAS**, J.W. Morgan Construction has commenced construction on four purchased units and is requesting to purchase two more at the same cost; and

**WHEREAS**, the City Council resolved to approve specific sales instruments for units 89 and 90 on June 25, 2018, pending a 30 day public inspection period; and

**WHEREAS**, said inspection time frame is concluded without comment.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the sale and final transaction of units (89 & 90) in Heritage Village to J.W. Morgan Construction, LLC., in accordance with the purchase agreements and quit claim deeds attached.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said instruments on behalf of the City.

**BE IT FURTHER RESOLVED**, that the council directs staff to account for the surplus proceeds from said sales with the expectation that such proceeds are allocated and paid to the Heritage Village of Swartz Creek Homeowners Association or the Genesee County Treasurer/Genesee County Land Bank in accordance with applicable law.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **RESOLUTION TO APPROVE THE SALE AND USE OF 5157 MORRISH ROAD**

**Resolution No. 180813–05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Florence

**WHEREAS**, the City acquired a blighted house located at 5157 Morrish Road, PID 58-01-100-013, through the tax reversion process with the intent of eliminating and preventing blight; and

**WHEREAS**, the City has found no short or long term public, direct use for this property; and

**WHEREAS**, the city can recover invested costs for this property but cannot financially gain from the sale of this property; and

**WHEREAS**, the planning commission directed staff to solicit proposals for use from the general public and adjacent land owners; and

**WHEREAS**, an adjacent land owner and local home builder submitted proposals for use and purchase of this property; and

**WHEREAS**, the planning commission recommended that the preferred use is to be the sale to the adjacent home owner as proposed by Michael Vozar, and the city council affirmed this at their regular meeting on June 11, 2018; and

**WHEREAS**, the city council directed the city manager to engage in negotiations for a sale to Michael Vozar as outlined in the proposal as included in the June 11, 2018 city council packet, with final approval to be by the Swartz Creek City Council, in accordance with the city's land sale policy and city charter; and

**WHEREAS**, the City Council resolved to approve specific sales instruments for this parcel on June 25, 2018, pending a 30 day public inspection period; and

**WHEREAS**, said inspection time frame is concluded without comment.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the sale and final transaction of 5157 Morrish Road, identified as PID 58-01-100-013., in accordance with the purchase agreement and quit claim deed attached.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said instruments on behalf of the City.

**BE IT FURTHER RESOLVED**, that the council directs staff to account the surplus proceeds from said sales with the expectation that such proceeds are allocated and paid to the Genesee County Treasurer in accordance with applicable law.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

## **RESOLUTION TO APPROVE THE SALE AND USE OF VACANT LAND ON WADE STREET**

**Resolution No. 180813-06**

**(Carried)**

Motion by Mayor Pro Tem Pinkston

Second by Councilmember Cramer

**WHEREAS**, the City acquired vacant property located at Wade and Second Street, PID 58-01-502-036, through the tax reversion process with the intent of eliminating and preventing blight; and

**WHEREAS**, the City has found no short or long term public, direct use for this property; and

**WHEREAS**, the city can recover invested costs for this property but cannot financially gain from the sale of this property; and

**WHEREAS**, the planning commission directed staff to solicit proposals for use from the general public and adjacent land owners; and

**WHEREAS**, an adjacent land owner and local home builder submitted proposals for use and purchase of this property; and

**WHEREAS**, the planning commission recommended that the preferred use is to be residential infill housing as proposed by Woodside Builders, and the city council affirmed this at their regular meeting on June 11, 2018; and

**WHEREAS**, the city council directed the city manager to engage in negotiations for a sale to Woodside Builders as outlined in the proposal as included in the June 11, 2018 city council packet, with final approval to be by the Swartz Creek City Council, in accordance with the city's land sale policy and city charter; and

**WHEREAS**, the City Council resolved to approve specific sales instruments for this parcel on June 25, 2018, pending a 30 day public inspection period; and

**WHEREAS**, said inspection time frame is concluded without comment.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the sale and final transaction of vacant land on Wade Street, identified as PID 58-01-502-036., in accordance with the purchase agreement and quit claim deed attached.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said instruments on behalf of the City.

**BE IT FURTHER RESOLVED**, that the council directs staff to account the surplus proceeds from said sales with the expectation that such proceeds are allocated and paid to the Genesee County Treasurer in accordance with applicable law.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

**RESOLUTION TO APPROVE A RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT BETWEEN CAROLINE NASHATKA AND THE CITY OF SWARTZ CREEK**

**Resolution No. 180813-07**

**(Carried)**

Motion by Councilmember Porath

Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek maintains insurance on and for the use of property, equipment, and services that the City owns and provides; and

**WHEREAS**, the City of Swartz Creek has been engaged in risk management with the Michigan Municipal League Liability and Property Pool, as serviced by Meadowbrook Insurance Group since 1985; and

**WHEREAS**, a former employee of the City was involved in an incident in the course of employment with the city on or about July 31, 2016 that resulted in presently pending action in the Circuit Court for the County of Genesee, State of Michigan, Case No. 18-110420-NI before the Honorable Joseph J. Farah, entitled: Caroline Nashatka v. City of Swartz Creek; and

**WHEREAS**, Meadowbrook Insurance Group and counsel, Plunkett Cooney, have negotiated and recommend approval of a Release of All Claims and Settlement Agreement between the parties; and

**WHEREAS**, this position is affirmed by the city attorney and staff.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek hereby approves the Release of All Claims and Settlement Agreement as included in the August 13, 2018 city council packet and directs the City Manager to oversee execution of the agreement and resolution of the action to the extent required.

Discussion Ensued.

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

## **RESOLUTION TO PURCHASE 4X4 TRUCK**

**Resolution No. 180813-08**

**(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Florence

**WHEREAS**, the city finds it necessary to replace a 2004 Dodge Ram Pickup Truck with a comparable piece of equipment; and

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

**WHEREAS**, the Director of Public Services has selected a Ford F250 4x4 with plow from the State of Michigan Vehicle Contract; and

**WHEREAS**, the 2019 Motor Pool Fund has sufficient funds set aside for this planned equipment replacement.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City approve the purchase of the 2019 Ford Diesel F250 Super Cab 4x4 Pickup with 8' Box and Plow from Signature Ford in the amount of \$38,887 plus associated fees and expenses, to be apportioned from the Motor Pool Fund (661).

**BE IT FURTHER RESOLVED**, the City of Swartz Creek, finding the 2004 pickup truck to be beyond its useful life for the execution of safe and efficient duties, hereby direct and authorize the Director of Public Services to auction this vehicle and related appurtenances (listed below) by means of the Bidcorp.com or related public auctioning service.

1. 2004 Dodge Ram Truck; VIN 3D7KU26C04G117546

Discussion Ensued.

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

## **RESOLUTION TO APPROVE CONSUMERS GAS REGULATOR SPECIAL LAND USE**

**Resolution No. 180813-09**

**(Carried)**

Motion by Councilmember Florence  
Second by Councilmember Cramer

**WHEREAS**, the city received a proposal to install gas regulator utility equipment at 6133 Bristol Road parcel 58-31-526-010, said land zoned Single Family Residential (R-1), and;

**WHEREAS**, the project is a special land use within the R-1 district and the submission of a site plan sufficient to make findings for review of the special land use was provided, and;

**WHEREAS**, the planning commission held a public hearing related to this matter at its regular meeting on August 7, 2018, and;

**WHEREAS**, the planning commission, in reviewing the application materials and review criteria in the Zoning Ordinance, including Article 30, among other sections, made the following findings related to the proposal to place gas regulation equipment at this site:

1. The proposal meets general standards for special land use approval
2. The proposal meets specific standards for special land use approval, and;

**WHEREAS**, the Swartz Creek City Council agrees with these findings.

**NOW, THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council hereby approves the special land use application, dated June 27, 2018, with plans dated June of 2016, updated March of 2018.

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

NO: None. Motion Declared Carried.

**Break** 8:05 p.m. to 8:15 p.m.

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES FOR THE DESIGN OF A STREETScape AND FIRST PHASE FOR PARTS OF MILLER ROAD AND HOLLAND SQUARE**

**Resolution No. 180813-10**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Cramer

**WHEREAS**, the City of Swartz Creek acquired 5012 Holland Drive from Genesee County and subsequently removed the fuel tanks and above grade structures using financial resources of the Swartz Creek Downtown Development Authority (DDA); and

**WHEREAS**, Exxon Mobile commenced soil removal and site restoration, making the site available for reuse in line with applicable deed restrictions in 2018; and

**WHEREAS**, the City Council, at their regular meeting on November 28, 2016, resolved to enable the DDA to coordinate planning and funding of any potential reuse of this site; and

**WHEREAS**, the DDA has been working with stakeholders that include residents, adjacent land owners, OHM Advisors, staff, and a steering committee to determine the most suitable use of the property; and

**WHEREAS**, the preferred concepts have resulted in the potential for a streetscape from Holland Drive to Hayes along Miller Road, some available parking at Holland Square, and future phases that include dedicated recreational/public space and buildings/shelters onsite; and

**WHEREAS**, the adjacent land owners are not currently able or willing to integrate their sites into the finalized Holland Square project; and

**WHEREAS**, the DDA therefore finds that a flexible approach to constructing the initial streetscape and open space/parking area is beneficial to future site use and integration.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby authorizes the Swartz Creek Downtown Development Authority to begin design engineering for streetscape enhancements to Miller Road and 5012 Holland Drive in accordance with the professional services agreement included in the August 13, 2018 city council packet.

**BE IT FURTHER RESOLVED**, that any design plans must be approved by the Swartz Creek City Council, after review by the planning commission, prior to the award of any bid for construction.

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

NO: None. Motion Declared Carried.

**A RESOLUTION TO APPROVE A NEW LOCATION AND SUPERVISOR FOR THE PARKING VIOLATIONS BUREAU AND TO APPROVE ORDINANCE 433 TO AMEND THE PARKING VIOLATIONS BUREAU PROVISIONS**

**Resolution No. 180813-11**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Porath

**WHEREAS**, the City of Swartz Creek maintains ordinances to regulate and enforce parking provisions in public and private spaces, and

**WHEREAS**, repeat offenders of the city's parking ordinances have been found to diminish the public health and safety of the community, and

**WHEREAS**, the city desires more effective penalties and disincentives for repeat offenders that violate the city's parking ordinances, and;

**WHEREAS**, the Metro Police Authority of Genesee County is responsible for identifying and citing vehicles that are in violation of these ordinances, and;

**WHEREAS**, maintaining the Parking Violations Bureau at the city offices has been found to be inefficient and ineffective, and;

**WHEREAS**, the City Manager and City Attorney find that transferring the Parking Ordinance Violations Bureau, per Ordinance Section 18-67, to the Metro Police Authority of Genesee County is both desirable and permissible.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek City Council, per Ordinance Section 18-67, hereby establishes the City of Swartz Creek Parking Violations Bureau under the supervision of the Chief of Police of the Metro Police Authority of Genesee County, subject to policies established by the Metro Police Authority of Genesee County, with operational locations located at 8100 Civic Drive, Swartz Creek, Michigan and 5420 Hill 23 Drive, Flint, Michigan.

**THEREFORE, I MOVE** the City of Swartz Creek ordains:

**ORDINANCE NO. 433**

An ordinance to amend Article III of Chapter 18 of the Code of Ordinances to prohibit certain parking on public streets and the penalties for violations thereof.

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Amendment of Article III of Chapter 18 of the Code of Ordinances of the City of Swartz Creek by adding thereto a new Section 18-72.**

The City Council hereby amends Article III of Chapter 18 of the Code of Ordinances of the City of Swartz Creek by adding thereto a new section, Section 18-72, to read as follows:

**Sec. 18-72. Impounding of vehicles; failure to answer parking notices or citations.**

(a) The City may impound a vehicle found on public property or on a public street whose owner failed to answer six or more parking violation notices or citations resulting from violations of the Michigan Vehicle Traffic Code. The impoundment may take place whenever the City identifies or encounters the vehicle.

(b) Accrued charges for any parking violation notices or citations owed by the owner shall include any previously incurred fees, fines, costs, or penalties arising out of the ownership or operation of the impounded vehicle, or any other vehicle owned or operated by such person. Accrued charges shall also include previously unpaid and current reasonable charges for impound and storage of the vehicle. The owner shall also pay an impound fee as determined by City Council resolution.

(c) If the owner or operator disputes liability as to the impoundment fees or previously incurred impoundment fees, fines, costs, or penalties, they may have the vehicle released from impoundment by posting a cash deposit equal to the impound fee, the tickets, fines, and costs of towing and storage not to exceed \$500.00, to the City, pending final adjudication of the disputed liability. Upon the posting of the required cash deposit, the City shall execute a release of the vehicle from impoundment and, upon delivery of such release to the operator of the impound lot, the owner's possession of the vehicle shall be restored. If the district court determines that the owner or operator of the vehicle did not fail to answer six or more parking violation notices or citations regarding illegal parking the City shall refund the entire deposit and pay all towing and storage fees. If, however, the owner or operator is determined to have failed to answer the notices or citations, the City shall apply the cash deposit to the fees, fines and costs assessed by the district court, and refund the balance, if any, to the person making the deposit.

**Section 2. Effective Date.**

This Ordinance shall take effect on October 1, 2018 (a minimum of twenty (20) days following publication).

At a regular meeting of the City Council of Swartz Creek held on the \_\_\_\_ day of \_\_\_\_\_, 2018, \_\_\_\_\_ moved for adoption of the foregoing ordinance and \_\_\_\_\_ supported the motion.

Voting for:



Voting against:

The Mayor declared the ordinance adopted.

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

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

### **CERTIFICATION**

The foregoing is a true copy of Ordinance No. 433 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on August 13, 2018.

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

**Publish Date:** \_\_\_\_\_  
**Swartz Creek View**

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

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

Jentery Farmer, 6287 St. Charles Pass, voting on Tuesday was a fantastic experience, he likes the voting location and setup.

Erik Jamison, 5015 Holland, commended the council on moving forward on Holland Square project.

### **REMARKS BY COUNCILMEMBERS:**

Councilmember Porath the Metro PD open house was enjoyable and well put together. He commended Chief on the open house. Nice to see Mr. Gildner here tonight. The concert series ended with a great year and great weather. He liked that there was police presence at the concerts.

Councilmember Cramer voiced resident concerns such as; a boulevard on Worchester needs some straw put down to help grass, having an arcade in the Creek, the need for a laundromat, and request for radar sign put at Worchester and Daval.

Councilmember Florence has noticed more police presence and still having issues of people running through stop signs.

Councilmember Gilbert where are the police on Miller Road, people are driving too fast. He suggested an officer sit in the Masonic Temple parking lot.

Mayor Pro Tem Pinkston interested in making a donation from the Winchester Village Crime Watch for the purchase of a permanent solar radar sign on Seymour Road near Oakview.

Mayor Krueger has noticed a lot more police presence since Chief Bade has taken over. He likes the new format of the police reports in the council package.

**ADJOURNMENT**

**Resolution No. 180813-12**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:55 p.m.

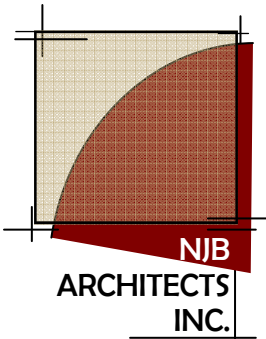
Unanimous Voice Vote.

---

**David A. Krueger, Mayor**

---

**Connie Eskew, City Clerk**



August 20, 2018

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

Dear Mr. Zettel,

Thank you for considering NJB Architects Inc., to assist you in preparing a Scope of Work for the rehabilitation of the mixed use commercial property located at 8002 Miller Road, Swartz Creek, MI. The following is a letter of understanding of the services that would be provided by NJB Architects.

Working with the designated personnel, NJB will develop scopes of work / bidding documents for the interior renovation of the upstairs apartment and minor changes and finish upgrades to the first floor commercial shop. Scopes of work will identify architectural finishes, plumbing, mechanical and electrical work required. The scopes of work will set quality standards so that all bids received are based on the same standards for evaluation.

Based on this understanding, NJB Architects Inc., will provide the services as outlined above, to be billed hourly, up to a maximum fee of **\$2,400.00**. This represents 30 hours of billable time for this work, including two hours of meeting time with the business owner. Any additional time authorized by you beyond the maximum fee will be billed at an hourly rate of \$80.00 per hour.

Scope of work does not include any major structural reconstruction work or the services of a mechanical engineer. Should the services of either a structural or mechanical engineer be required, a separate fee for work will be provided for your review and approval, prior to commencing any work.

For bidding, NJB will provide bidders with electronic copies of the bidding documents at no charge. Bidders requesting printed documents will be charged the cost of printing and handling. The City of Swartz Creek will be provided with electronic copies of the documents for your records and use.

Please print two copies of this agreement, sign both copies, retain one copy for your records and return one signed copy to NJB Architects. If this agreement is not signed within thirty (30) days of its date, NJB reserves the right to renegotiate the fee. Again, thank you for considering NJB and we look forward to working with you and your organization.

Sincerely,

---

---

Title

105½  
Main Street

Flushing,  
Michigan

48433

Phone:  
810-659-7118

Fax:  
810-659-7224

Prepared by: Joanne Beaulieu  
After recording return to: Rita Drinkwater  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Ph: 1-800-487-7483 ext. 7872

Parcel ID: 58-31-100-018

**AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)**

**THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)** ("Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018, ("Effective Date") by and between **CITY OF SWARTZ CREEK, a Michigan municipal corporation**, having an address at 8083 Civic Drive, Swartz Creek, MI 48473-1377 ("Landlord") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

**WHEREAS**, Landlord and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, entered into that certain Communications Site Lease Agreement (Ground), dated June 16, 2005, as evidenced by that certain Memorandum of Lease, recorded April 16, 2014, as Instrument No. 201404160032238, and ultimately assigned to Tenant f/k/a TowerCo Assets LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Ground Lease, recorded December 15, 2008, as Instrument No. 200812150081749, both recordings of the Register of Deeds of Genesee County, Michigan, as amended and assigned from time to time (collectively, "Agreement") for Tenant's use of a portion of the real property ("Premises") located at 4127 Elms Road, Swartz Creek, MI 48473 ("Land"), being more particularly described in the attached **Exhibit "A"**; and

**WHEREAS**, Landlord and Tenant desire and intend to amend and supplement the Agreement as provided herein.

**NOW, THEREFORE**, for good and valuable consideration of One Hundred and no/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

2. **Section 4. Rent**, of the Agreement is hereby amended to include the following:

Commencing on the first (1st) day of the month following the Effective Date of this Amendment, the Rent shall be reduced to Three Hundred Two and 50/100 Dollars (\$302.50) per month and any escalations pursuant to the terms of the Agreement shall be abated for a period of thirty-six (36) months (“Rent Reduction Period”). Rent payments and any escalations shall resume according to the terms set forth in the Agreement upon the expiration of the Rent Reduction Period. In the event that Tenant enters into a new sub-tenancy with any broadband telephony provider during the Rent Reduction Period, Rent and any escalations will resume pursuant to the terms of the Agreement upon the first (1st) day of the month following the commencement of rent payment by Tenant’s sublessee.

3. **Section 17. Miscellaneous**, subsection (e) of the Agreement is hereby amended as follows:

If to Tenant: SBA 2012 TC Assets, LLC  
Attn: Site Administration  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Re: MI46914-A/Elms Park

4. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
5. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
6. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
7. Landlord represents and warrants to Tenant that the Landlord is the sole owner in fee simple title to the Premises and easements and the Landlord’s interest under the Agreement and that consent or approval of no other person is necessary for the Landlord to enter into this Amendment.
8. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
9. Tenant shall have the right to record this Amendment.

**[The remainder of this page is intentionally left blank. Signatures to follow.]**

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

**WITNESSES:**

**LANDLORD:**

**CITY OF SWARTZ CREEK; a Michigan municipal corporation**

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

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

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

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

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

**STATE OF MICHIGAN**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, the \_\_\_\_\_ of City of Swartz Creek, a Michigan municipal corporation, on behalf of the corporation.

(NOTARY SEAL)

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

**WITNESSES:**

\_\_\_\_\_

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

\_\_\_\_\_

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

**TENANT:**

**SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**

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

Alyssa Houlihan

Vice President - Site Leasing

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Alyssa Houlihan, Vice President - Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.

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

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

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

(NOTARY SEAL)

**EXHIBIT 'A'**

Legal description to be incorporated upon receipt of final survey.

SITUATED IN THE COUNTY OF GENESEE AND STATE OF MICHIGAN AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, T7N, R6E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, LYING SOUTHERLY OF A LINE WHICH IS 825 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF BRISTOL ROAD, AND WHICH LIES NORTHERLY OF A LINE DESCRIBED AS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 31 WHICH IS NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 586.59 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 87 DEG. 14' 05" EAST A DISTANCE OF 169.74 FEET; THENCE NORTH 74 DEG. 27' 04" EAST A DISTANCE OF 229.92 FEET; THENCE NORTH 45 DEG. 56' 14" EAST A DISTANCE OF 233.68 FEET; THENCE NORTH 31 DEG. 51' 57" EAST A DISTANCE OF 283.87 FEET; THENCE NORTH 61 DEG. 22' 04" EAST A DISTANCE OF 185.27 FEET; THENCE NORTH 84 DEG. 50' 20" EAST A DISTANCE OF 178.98 FEET; THENCE SOUTH 65 DEG. 25' 00" EAST A DISTANCE OF 180.28 FEET; THENCE SOUTH 41 DEG. 11' 19" EAST A DISTANCE OF 212.90 FEET; THENCE SOUTH 76 DEG. 43' 36" EAST A DISTANCE OF 127.28 FEET TO A POINT OF ENDING.

EXCEPTING THEREFROM THE EAST 190 FEET;

ALSO EXCEPTING THEREFROM THAT PART WHICH LIES WESTERLY OF A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 31 WHICH IS NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 586.59 FEET AND NORTH 89 DEG. 25' 35" EAST A DISTANCE OF 80 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 546.76 FEET; THENCE SOUTH 89 DEG. 25' 35" WEST A DISTANCE OF 20 FEET; THENCE NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 300 FEET; THENCE SOUTH 89 DEG. 25' 35" WEST A DISTANCE OF 30 FEET; THENCE NORTH 0 DEG. 34' 25" WEST A DISTANCE OF 500 FEET TO A POINT OF ENDING.



June 23, 2005

Mr. Paul Bueche  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**RE: Communications Site Agreement**

**Nextel Site Reference:** MI3628-A-Thorp  
**Property Address:** 4125 Elms Street, Swartz Creek, MI 48473 Parcel # 58-31-100-018

Dear Sir/Madam:

Enclosed please find one fully executed original of the Communications Site Agreement [the Agreement], dated Thursday, June 16, 2005, between City of Swartz Creek, a Michigan municipal corporation, as Owner or Landlord, and NEXTEL WEST CORP., a Delaware corporation, d/b/a NEXTEL COMMUNICATIONS, as Nextel or Tenant. Pursuant to the requirements of Paragraph 12, the following link will allow you to access the Memorandum of Insurance for Nextel Communications; <http://www.marsh.com/moi?client=3424>. Also enclosed you will find a self addressed envelope and a blank W-9 form. Please complete the W-9 form and return to my attention to ensure that any payments required by the lease can be processed accordingly.

As a reminder, the Agreement will commence 18 eighteen months following full execution of the Agreement (**Saturday, December 16, 2006**) or start of construction. At commencement, Property Services will provide formal notice of the commencement date.

Please feel free to contact me regarding any issues concerning the Agreement. You may reach me by phone at (248)893-8645 or via email at [erica.shipp@nextel.com](mailto:erica.shipp@nextel.com). When communicating with our office, please refer to the Nextel site reference number (MI3628-A-Thorp).

Thank you for your cooperation and assistance.

Sincerely,  
Nextel Communications



Erica Shipp  
East MI Property Services Specialist

Enclosures

cc: Site File  
Richard Figura/Simen, Figura & Parker, PLC, 5206 Gateway Centre, Suite 200, Flint, MI 48507

*W-9 SENT Dec 15<sup>th</sup> 2005*

Site: MI-3628A – Thorp  
Market: Michigan

### COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT (“Agreement”) is dated as of June 16, 2005, by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications (“Nextel” or “Tenant”) and the City of Swartz Creek, a Michigan municipal corporation (“Owner” or “Landlord”).

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

- 1. Premises.** Owner owns a parcel of land (“Land”) located in the City of Swartz Creek, County of Genesee, State of Michigan, commonly known as 4125 Elms Park, Swartz Creek, Michigan 48473 (APN: 58-31-100-018). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below (“Effective Date/Due Diligence Period”), Owner hereby leases to Nextel and Nextel leases from Owner approximately two thousand five hundred (2,500) square feet of the Land and all access and utility easements necessary or desirable therefore (“Premises”), as may be described generally in Exhibit B annexed hereto.
- 2. Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof (“Effective Date”). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below (“Due Diligence Period”), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, “Investigations and Tests”) that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel’s intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel’s access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.
- 3. Term.** The term of Nextel’s tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs (“Term Commencement Date”) and shall terminate on the fifth anniversary of the Term Commencement Date (“Term”) unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods (“Renewal Terms”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.
- 4. Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand and 00/100 Dollars (\$1,000.00) per month (“Rent”). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Rent shall be increased at the beginning of each Renewal Term by an amount equal to ten percent (10%) of the Rent in effect for the Term or previous Renewal Term. Rent shall be payable to Landlord at 8083 Civic Drive, Swartz Creek, Michigan 48473; Attention: Finance – Accounts Receivable. All of Tenant’s monetary obligations set forth in this Agreement are conditioned upon Tenant’s receipt of an accurate and executed W-9 Form from Landlord.
- 5. Use.** From and after the Term Commencement Date, the Premises may be used by Tenant for any lawful activity in connection with the provision of communications services, and Tenant shall have the ongoing right to perform such Investigations and Tests as Tenant may deem necessary or desirable. Landlord agrees to cooperate with Tenant, at no out of pocket expense to Landlord, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Tenant’s intended use of the Premises, so long as such use on the part of Tenant does not violate any applicable federal, state or local laws or obligations of Tenant contained herein.

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

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

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

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

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

**7. Interference.**

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

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

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

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

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

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

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

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

12. **Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 dollars (\$2,000,000.00) aggregate. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12. Such insurance shall relate only to matters related to the communications tower and related facilities.

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

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

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

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

16. **Hazardous Material.**

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

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. Landlord shall not be liable for any act or event for which it has immunity under law, unless otherwise decided by a court of competent jurisdiction.

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

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings,

directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

**17. Miscellaneous.**

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

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

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

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

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

**Landlord:**

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

**Tenant:**

Nextel West Corp.  
27755 Stansbury Boulevard  
Farmington Hills, Michigan 48334  
Attn: Property Management  
Phone: 248-893-8645

**With a copy to:**

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

**With a copy to:**

Nextel Communications, Inc.  
2001 Edmund Halley Drive  
Reston, Virginia 20191-3436  
Second Floor, Mail Stop 2E225  
Attn: Contracts Manager - Legal

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

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

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

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

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

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

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

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

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

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

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

18. **Supplier Diversity.** Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

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

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

**LANDLORD:**

City of Swartz Creek,  
a Michigan municipal corporation

By: 

Name: Richard B. Abrams

Title: Mayor

Date: 4/13/05

By: 

Name: Mary Jo Clark

Title: City Clerk

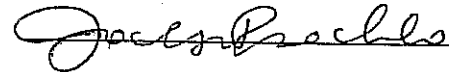
Date: 6-13-05

Tax I.D.: 38-6034855

Diverse Supplier:  Yes  No

**TENANT:**

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

By: 

Name: Jocelyn Prochilo

Title: Vice President of Site Development-Midwest

Date: 6/16/05



EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated June 16, 2005, by and between the City of Swartz Creek, a Michigan municipal corporation as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 58-31-100-018

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

described as follows: . County of Genesee, City of Swartz Creek, State of Michigan, is

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.

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

to the Agreement dated June 16, 2005, by and between the City of Swartz Creek, a Michigan municipal corporation, as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

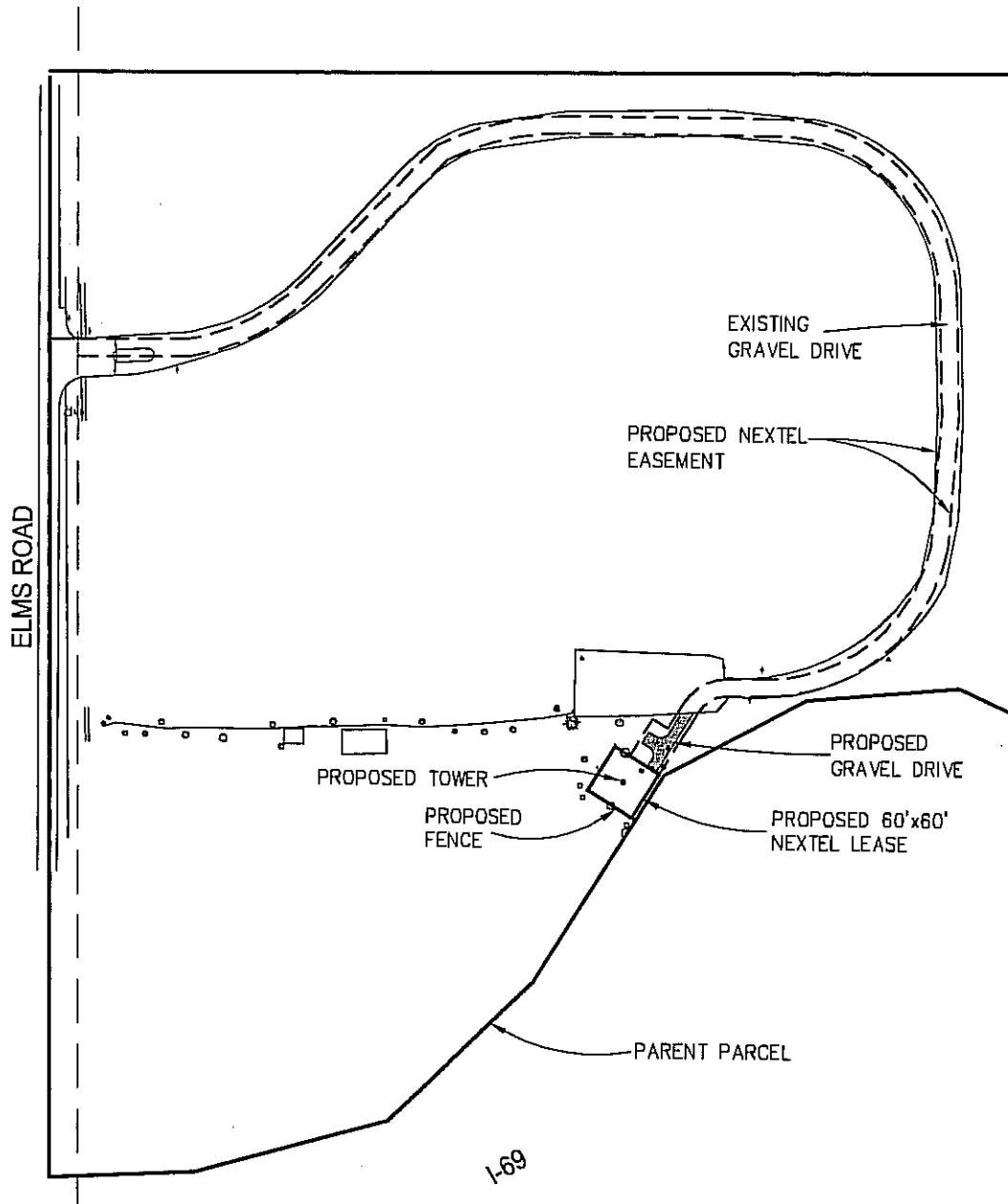
The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**Notes:**

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

**EXHIBIT "B"**  
**MI-3628A / THORP**  
 SECTION 31, TOWN 7 NORTH, RANGE 6 EAST,  
 FLINT TOWNSHIP, GENESSEE COUNTY, MICHIGAN



SITE #: MI-3628A  
 SITE NAME: THORP  
 SITE ADDRESS:  
 ELMS ROAD  
 SWARTZ CREEK, MI 48473



NO SCALE

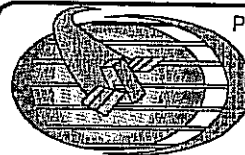
Client:

**NEXTEL**<sup>®</sup>  
 NEXTEL COMMUNICATIONS

27755 STANSBURY BOULEVARD  
 FARMINGTON HILLS, MI 48334  
 (248) 893-8000

Sheet 1 of 1

Job: 0538854  
 Date: 01/31/05  
 Scale: NONE  
 Drawn: RJH  
 Chk'd.: M.T.M.  
 Rev'd.:



**LANDTECH**

Professional Surveying & Engineering  
 1275 MCGREGOR WAY  
 GRAWN, MICHIGAN  
 PHONE: 231-943-0050  
 FAX: 231-943-0051  
 TOLL FREE: 877-520-LAND  
 WWW.landtechps.com

EXHIBIT C

to the Agreement dated June 16, 2005, by and between the City of Swartz Creek, a Michigan municipal corporation, as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:

Nextel West Corp.  
27755 Stansbury Boulevard  
Farmington Hills, Michigan 48334  
Attn: Regional Legal Services

MEMORANDUM OF AGREEMENT

MI-3628A / Thorp  
APN: 58-31-100-018

This MEMORANDUM OF AGREEMENT is entered into on June 16, 2005, by the City of Swartz Creek, a Michigan municipal corporation, with an address at 8083 Civic Drive, Swartz Creek, Michigan 48473 (hereinafter referred to as "Owner" or "Landlord") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 27755 Stansbury Boulevard, Farmington Hills, Michigan 48334 (hereinafter referred to as "Nextel" or "Tenant").

1. Landlord and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of June 16, 2005, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, 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 term of Nextel's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

City of Swartz Creek,  
a Michigan municipal corporation

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: Richard B. Abrams

Title: Mayor

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

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: Mary Jo Clark

Title: City Clerk

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

TENANT:

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

By: EXHIBIT ONLY - DO NOT EXECUTE

Name: Jocelyn Prochilo

Title: Vice President of Site Development-Midwest

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

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF GENESEE \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Richard B. Abrams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF GENESEE \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Mary Jo Clark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF DUPAGE

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Jocelyn Prochilo, Vice President of Site Development-Midwest, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public (SEAL)

My commission expires: \_\_\_\_\_

<p>This instrument prepared by:</p> <p>Regional Legal Services 27755 Stansbury Blvd., 2<sup>nd</sup> Floor Farmington Hills, MI 48334 (248) 893-8518</p>	<p>After recording, return to:</p> <p>Regional Legal Services Nextel West Corp. 27755 Stansbury Blvd., 2<sup>nd</sup> Floor Farmington Hills, MI 48334 Attn.: Lisa Villasenor (248) 893-8518</p>
--	--

**RECORDED AT REQUEST OF, AND  
WHEN RECORDED RETURN TO:**

Nextel West Corp.  
27755 Stansbury Boulevard  
Farmington Hills, Michigan 48334  
Attn: Regional Legal Services

**MEMORANDUM OF AGREEMENT  
MI-3628A / Thorp  
APN: 58-31-100-018**

This MEMORANDUM OF AGREEMENT is entered into on JUNE 16, 2005, by the City of Swartz Creek, a Michigan municipal corporation, with an address at 8083 Civic Drive, Swartz Creek, Michigan 48473 (hereinafter referred to as "Owner" or "Landlord") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 27755 Stansbury Boulevard, Farmington Hills, Michigan 48334 (hereinafter referred to as "Nextel" or "Tenant").

1. Landlord and Nextel entered into a Communications Site Lease Agreement ("Agreement") dated as of JUNE 16, 2005, effective upon full execution of the parties ("Effective Date") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, 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 term of Nextel's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("Term Commencement Date"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "Premises") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

**LANDLORD:**

City of Swartz Creek,  
a Michigan municipal corporation

By: 

Name: Richard B. Abrams

Title: Mayor

Date: 6/13/05

**TENANT:**

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

By: 

Name: Jocelyn Prochilo

Title: Vice President of Site Development-Midwest

Date: 6/16/05

By: M. Jo Clark  
Name: Mary Jo Clark  
Title: City Clerk  
Date: 6-13-05

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF GENESEE \_\_\_\_\_

On 6-13-2005 before me, PAUL BUECHE, Notary Public, personally appeared Richard B. Abrams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
Paul D. Bueche (SEAL)  
Notary Public

**PAUL D. BUECHE**  
**NOTARY PUBLIC GENESEE CO., MI**  
**MY COMMISSION EXPIRES Mar 11, 2008**

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF GENESEE \_\_\_\_\_

On 6-13-2005, before me, PAUL BUECHE, Notary Public, personally appeared Mary Jo Clark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
Paul D. Bueche (SEAL)  
Notary Public

**PAUL D. BUECHE**  
**NOTARY PUBLIC GENESEE CO., MI**  
**MY COMMISSION EXPIRES Mar 11, 2008**



STATE OF ILLINOIS

COUNTY OF DUPAGE

On 6-16-05, before me, Andrea L Mansour Notary Public, personally appeared Jocelyn Prochilo, Vice President of Site Development-Midwest, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Andrea L Mansour (SEAL)  
Notary Public

ANDREA L. MANSOUR  
Notary Public, Oakland County, MI  
My Commission Expires Apr. 20, 2007

My commission expires: \_\_\_\_\_

<p>This instrument prepared by:</p> <p>Regional Legal Services 27755 Stansbury Blvd., 2<sup>nd</sup> Floor Farmington Hills, MI 48334 (248) 893-8518</p>	<p>After recording, return to:</p> <p>Regional Legal Services Nextel West Corp. 27755 Stansbury Blvd., 2<sup>nd</sup> Floor Farmington Hills, MI 48334 Attn.: Lisa Villasenor (248) 893-8518</p>
--	--

**EXHIBIT A**

**DESCRIPTION OF LAND**

to the Agreement dated June 16, 2005, by and between the City of Swartz Creek, a Michigan municipal corporation as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 58-31-100-018

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

described as follows:

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

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.

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

to the Agreement dated June 16, 2005, by and between the City of Swartz Creek, a Michigan municipal corporation, as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

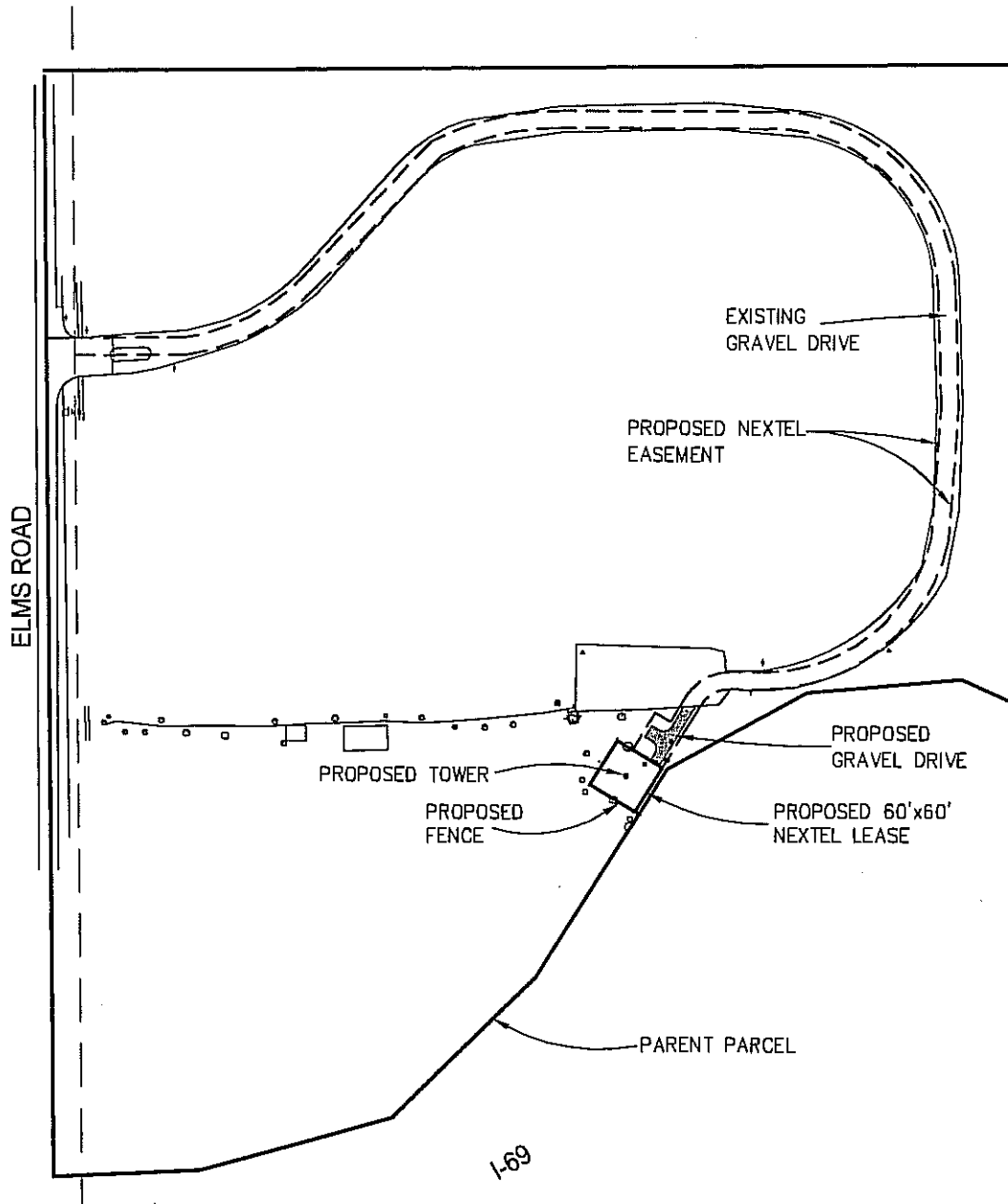
The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**Notes:**

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

**EXHIBIT "B"**  
**MI-3628A / THORP**  
 SECTION 31, TOWN 7 NORTH, RANGE 6 EAST,  
 FLINT TOWNSHIP, GENESSEE COUNTY, MICHIGAN



SITE #: MI-3628A  
 SITE NAME: THORP  
 SITE ADDRESS:  
 ELMS ROAD  
 SWARTZ CREEK, MI 48473



NO SCALE

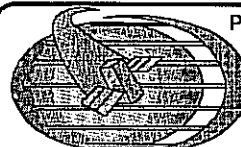
Client:

**NEXTEL**<sup>®</sup>  
 NEXTEL COMMUNICATIONS

27755 STANSBURY BOULEVARD  
 FARMINGTON HILLS, MI 48334  
 (248) 893-8000

Sheet 1 of 1

Job: 0538854  
 Date: 01/31/05  
 Scale: NONE  
 Drawn: RJH  
 Chk'd.: M.T.M.  
 Rev'd.:



**LANDTECH**

Professional Surveying & Engineering  
 1275 McGREGOR WAY  
 GRAWN, MICHIGAN  
 PHONE: 231-943-0050  
 FAX: 231-943-0051  
 TOLL FREE: 877-520-LAND  
 WWW.landtechps.com

## Elms Park Lease Agreement – Nextel West Corporation

Resolution No. 050613-05

(Carried)

Motion by Councilmember Plumb,  
Second by Councilmember Adams,

The City of Swartz Creek enters into a Lease agreement with Nextel West Corporation, lease as follow:

Site: MI-3628A – Thorp

Market: Michigan

### COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)

This COMMUNICATIONS SITE LEASE AGREEMENT (“**Agreement**”) is dated as of \_\_\_\_\_, 2005, by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications (“**Nextel**” or “**Tenant**”) and the City of Swartz Creek, a Michigan municipal corporation (“**Owner**” or “**Landlord**”).

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

- 1. Premises.** Owner owns a parcel of land (“**Land**”) located in the City of Swartz Creek, County of Genesee, State of Michigan, commonly known as 4125 Elms Park, Swartz Creek, Michigan 48473 (APN: 58-31-100-018). The Land is more particularly described in Exhibit A annexed hereto. Subject to the provisions of Paragraph 2 below (“**Effective Date/Due Diligence Period**”), Owner hereby leases to Nextel and Nextel leases from Owner approximately two thousand five hundred (2,500) square feet of the Land and all access and utility easements necessary or desirable therefore (“**Premises**”), as may be described generally in Exhibit B annexed hereto.
- 2. Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof (“**Effective Date**”). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below (“**Due Diligence Period**”), Nextel shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, “**Investigations and Tests**”) that Nextel may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Nextel determines, during the Due Diligence Period, that the Premises are not appropriate for Nextel’s intended use, or if for any other reason, or no reason, Nextel decides not to commence its tenancy of the Premises, then Nextel shall have the right to terminate this Agreement without penalty upon written notice to Owner at any time during the Due Diligence Period and prior to the Term Commencement Date. Owner and Nextel expressly acknowledge and agree that Nextel’s access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Nextel shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.
- 3. Term.** The term of Nextel’s tenancy hereunder shall commence upon the start of construction of the Tenant Facilities (as defined in Paragraph 6 below) or eighteen (18) months following the Effective Date, whichever first occurs (“**Term Commencement Date**”) and shall terminate on the fifth anniversary of the Term Commencement Date (“**Term**”) unless otherwise terminated as provided herein. Tenant shall have the right to extend the Term for five (5) successive five (5) year periods (“**Renewal Terms**”) on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Tenant notifies Landlord of its intention not to renew prior to commencement of the succeeding Renewal Term.
- 4. Rent.** Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Tenant shall pay to Landlord as rent One Thousand and 00/100 Dollars (\$1,000.00) per month (“**Rent**”). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall

be prorated. Rent shall be increased at the beginning of each Renewal Term by an amount equal to ten percent (10%) of the Rent in effect for the Term or previous Renewal Term. Rent shall be payable to Landlord at 8083 Civic Drive, Swartz Creek, Michigan 48473; Attention: Finance – Accounts Receivable. All of Tenant’s monetary obligations set forth in this Agreement are conditioned upon Tenant’s receipt of an accurate and executed W-9 Form from Landlord.

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

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

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

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

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

(d) Landlord shall maintain the existing access roadways from the nearest public roadway to the location near the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Landlord shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Tenant’s use of such roadways. Notwithstanding the foregoing, Tenant may construct an access road from the existing access roadway to the Premises (“**Access Road**”), across the Land as more fully described in Exhibit B, if Tenant reasonably determines such Access Road is necessary for Tenant’s ingress to and egress from the Premises. Tenant shall be responsible for maintaining and repairing such Access Road until the expiration or earlier termination of this Agreement, at its sole expense, less reasonable wear and tear or loss by casualty or other causes beyond Tenant’s reasonable control. Landlord shall be responsible for any damages to the Access Road caused by use of the Access Road by Landlord, or Landlord’s agents, employees,

licensees, invitees or contractors. Tenant shall not be responsible for maintaining and repairing the Access Road from and after the expiration or earlier termination of this Agreement.

**7. Interference.**

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

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

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

**9. Waiver of Landlord’s Lien.**

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

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

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

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

**12. Insurance.**

(a) Tenant, at Tenant's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 dollars (\$2,000,000.00) aggregate. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Tenant shall provide Landlord with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Tenant shall have the option of providing Landlord with evidence of such coverage electronically by providing to Landlord a Uniform Resource Locator ("URL") Link to access Tenant's memorandum of insurance ("MOI") website in order for Landlord to review the coverage required by this Paragraph 12.

(b) Landlord, at Landlord's sole cost and expense, shall procure and maintain CGL insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Landlord, its employees and agents arising out of or in connection with Landlord's use, occupancy and maintenance of the Land and Landlord's property located thereon. Within thirty (30) days following the Effective Date, Landlord shall provide Tenant with a COI evidencing the coverage required by this Paragraph 12. Alternatively, Landlord shall have the option of providing Tenant with evidence of such coverage electronically by providing to Tenant a URL Link to access Landlord's MOI website in order for Tenant to review the coverage required by this Paragraph 12. Such insurance shall relate only to matters related to the communications tower, related facilities.

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

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

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

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

**16. Hazardous Material.**

(a) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below). As of the Effective Date of this Agreement, Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Landlord from, and



Landlord has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) Without limiting Paragraph 14, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Tenant, from operations in or about the Land by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Land by Landlord or Landlord's predecessors in interest, and their respective agents, employees, contractors, tenants, guests or other parties. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive termination of this Agreement. Landlord shall not be liable for any act or event for which it has immunity under law, unless otherwise decided by a court of competent jurisdiction.

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

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

**17. Miscellaneous.**

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

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

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

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

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

**Landlord:**

City of Swartz Creek

**Tenant:**

Nextel West Corp.

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

27755 Stansbury Boulevard  
Farmington Hills, Michigan 48334  
Attn: Property Management  
Phone: 248-893-8645

**With a copy to:**

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

**With a copy to:**

Nextel Communications, Inc.  
2001 Edmund Halley Drive  
Reston, Virginia 20191-3436  
Second Floor, Mail Stop 2E225  
Attn: Contracts Manager - Legal

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

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

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

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

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

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

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

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

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

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

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

**18. Supplier Diversity.** Nextel is committed to equal employment and vendor diversity. As part of this commitment, it is the policy of Nextel that small business concerns, veteran-owned small business concerns, HUBZone small business concerns, women-owned small business concerns, small disadvantaged business concerns (including 8(a) business concerns) and historically black colleges and universities and minority institutions ("Diverse Suppliers," as further defined below) shall have the maximum practicable opportunity to participate in performance of contracting between Nextel and its vendors. The term "Diverse Supplier(s)" shall

mean and be defined as set forth in Federal Acquisition Regulation Part 19 and 13 C.F.R. Part 121. In addition, "Historically black colleges and universities," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean and include institutions determined by the Secretary of Education to meet the requirements of 34 C.F.R. Section 608.2; any nonprofit research institution that was an integral part of such a college or university before November 14, 1986; and "Minority institutions," as included in the definition of "Diverse Suppliers" for purposes of this Agreement, shall mean institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. §1135d-5(3)); and also Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. §1059c(b)(1)). Landlord shall confirm in the space below whether or not Landlord reasonably believes it qualifies as a Diverse Supplier.

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

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

**LANDLORD:**

City of Swartz Creek,  
a Michigan municipal corporation

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

Name: Richard B. Abrams

Title: Mayor

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

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

Name: Mary Jo Clark

Title: City Clerk

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

Tax I.D.: 38-6034855

Diverse Supplier:     Yes     No

**TENANT:**

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

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

Name: Jocelyn Prochilo

Title: Vice President of Site Development-Midwest

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

**EXHIBIT A**

**DESCRIPTION OF LAND**

to the Agreement dated \_\_\_\_\_, 200\_\_\_\_, by and between the City of Swartz Creek, a Michigan municipal corporation as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Land is described and/or depicted as follows (metes and bounds description):

APN: 58-31-100-018

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

## EXHIBIT B

### DESCRIPTION OF PREMISES

to the Agreement dated \_\_\_\_\_, 200\_\_\_\_, by and between the City of Swartz Creek, a Michigan municipal corporation, as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

#### **Notes:**

1. Tenant may replace this Exhibit with a survey of the Premises once Tenant receives it.
2. The Premises shall be setback from the Land's boundaries as required by the applicable governmental authorities.
3. The access road's width will be the width required by the applicable governmental authorities, including police and fire departments.
4. Without in any way limiting Paragraph 6 (or Tenant's right to make future changes), Tenant intends to initially install up to twelve (12) antennas, fifteen (15) coaxial cables and three GPS signal units and connections. The type, number, mounting positions and locations of antennas and transmission lines are illustrative only. The actual types, numbers, mounting positions and locations may vary from what is shown above.
5. The locations of any utility easements are illustrative only. The actual locations will be determined by the servicing utility company in compliance with all local laws and regulations.

**EXHIBIT C**

to the Agreement dated \_\_\_\_\_, 200\_\_\_\_, by and between the City of Swartz Creek, a Michigan municipal corporation, as Landlord, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Tenant.

**RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:**

Nextel West Corp.  
27755 Stansbury Boulevard  
Farmington Hills, Michigan 48334  
Attn: Regional Legal Services

**MEMORANDUM OF AGREEMENT  
MI-3628A / Thorp  
APN: 58-31-100-018**

This MEMORANDUM OF AGREEMENT is entered into on \_\_\_\_\_, 200\_\_\_\_, by the City of Swartz Creek, a Michigan municipal corporation, with an address at 8083 Civic Drive, Swartz Creek, Michigan 48473 (hereinafter referred to as "**Owner**" or "**Landlord**") and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, with an office at 27755 Stansbury Boulevard, Farmington Hills, Michigan 48334 (hereinafter referred to as "**Nextel**" or "**Tenant**").

1. Landlord and Nextel entered into a Communications Site Lease Agreement ("**Agreement**") dated as of \_\_\_\_\_, 200\_\_\_\_, effective upon full execution of the parties ("**Effective Date**") for the purpose of Nextel undertaking certain Investigations and Tests and, upon finding the Land appropriate, 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 term of Nextel's tenancy under the Agreement is for five (5) years commencing on the start of construction of the Tenant Facilities or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**"), and terminating on the fifth anniversary of the Term Commencement Date with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Tenant and all necessary access and utility easements (the "**Premises**") are set forth in the Agreement.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

**LANDLORD:**

City of Swartz Creek,  
a Michigan municipal corporation

By:           EXHIBIT ONLY – DO NOT EXECUTE          

Name:           Richard B. Abrams          

Title:           Mayor          

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

By:           EXHIBIT ONLY – DO NOT EXECUTE          

Name:           Mary Jo Clark          

Title:           City Clerk          

**TENANT:**

Nextel West Corp.,  
a Delaware corporation,  
d/b/a Nextel Communications

By:           EXHIBIT ONLY – DO NOT EXECUTE          

Name:           Jocelyn Prochilo          

Title:           Vice President of Site Development-Midwest          

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF GENESEE \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Richard B. Abrams, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

Notary Public

My commission expires: \_\_\_\_\_

STATE OF MICHIGAN \_\_\_\_\_

COUNTY OF GENESEE \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Mary Jo Clark, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_ (SEAL)

Notary Public

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF DUPAGE



On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared Jocelyn Prochilo, Vice President of Site Development-Midwest, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

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

My commission expires: \_\_\_\_\_

This instrument prepared by:  Regional Legal Services 27755 Stansbury Blvd., 2 <sup>nd</sup> Floor Farmington Hills, MI 48334 (248) 893-8518	After recording, return to:  Regional Legal Services Nextel West Corp. 27755 Stansbury Blvd., 2 <sup>nd</sup> Floor Farmington Hills, MI 48334 Attn.: Lisa Villasenor (248) 893-8518
---	---

And further, directs the Mayor and City Clerk to execute the agreement on behalf of the City.

Discussion took place.

YES: Abrams, Adams, Christie, Plumb, Porath, Shumaker.  
NO: None. Motion declared carried.

**Set 2005-2006 Fiscal Year Levy**

**Resolution No. 050613-06**

**(Carried)**

Motion by Councilmember Adams,  
Second by Councilmember Plumb,

The Swartz Creek City Council approves and authorizes the following tax millage to be levied for the 2005-2006 Fiscal Year, to be levied July 1, 2005:

Charter General Operating:	4.7144 mills (reduced .1204 from last year)
Garbage:	1.7500 mills (remains the same as last year)
Debt (water x-mission):	0.0100 mills (remains the same as last year)
Senior Center Operating:	0.4857 mills (reduced .0124 from last year)
<b>Total Levy:</b>	<b>6.9601 mills (reduced .1328 from last year)</b>

Considerable discussion took place.

YES: Abrams, Adams, Christie, Plumb, Porath, Shumaker.  
NO: None. Motion declared carried.

# MARSH



MARSH MERCER KROLL  
GUY CARPENTER OLIVER WYMAN

**Kristy Barber**  
Bond Specialist II

Marsh USA Inc.  
2405 Grand Boulevard  
Kansas City, MO 64108  
816 556 4318  
Kristy.Barber@marsh.com  
www.marsh.com

March 04, 2009

City of Swartz Creek  
Attn: Building & Zoning  
8083 Civic Drive  
Swartz Creek, MI 48473

Subject: TowerCo Assets, LLC  
Tower Removal Bond # CMS249124  
Replaces Bond # 104500753  
Site ID# MI2142  
Effective Date: March 4, 2009  
Bond Amount: \$ 35,000.00

Dear Building & Zoning:

Enclosed please find the captioned replacement bond that we are filing on behalf of our client, TowerCo. You are receiving this replacement bond due to TowerCo's purchase of this site from Sprint Nextel.

You will be receiving a cancellation notice for Sprint Nextel's original bond shortly.

Please execute both originals of this letter in the space provided below to evidence your receipt of this bond. Retain one original for your records and please return one executed per the enclosed envelope.

Should you have any questions regarding this change, please contact me at 816-556-4318.

Sincerely,

Kristy Barber  
Bond Specialist II

Encl.

Obligee: City of Swartz Creek

By:   
Title: CITY MANAGER  
Date: MAY. 11, 2009

**TOWER/STRUCTURE REMOVAL BOND**

Bond Number: **CMS 249124**

Replaces Bond: 104500753

Effective: **March 4th 2009**

KNOW ALL MEN BY THESE PRESENTS, THAT, TowerCo Assets LLC as Principal, and RLI Insurance Company, a corporation duly organized under the laws of the State of Illinois, as Surety, are held and firmly bound unto City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473, as Obligee, in the sum of Thirty Five Thousand and no/100 (\$35,000.00) lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

WHEREAS, the Obligee, by ordinance, permit or written agreement with the Principal, requires the submission of a bond guaranteeing the removal of telecommunications equipment located at 4127 Elms Rd., Swartz Creek, MI (Site #MI2142) upon discontinuance of service.

NOW THEREFORE, the condition of this obligation is such, that if the above bounden Principal shall perform in accordance with the aforesaid ordinance and/or agreement, and indemnify the Obligee against all loss caused by Principal's breach of any ordinance or agreement relating to maintenance, replacement, removal or relocations of a tower or structure, then this obligation shall be void, otherwise to remain in full force and effect unless cancelled as set forth below.

THIS BOND may be cancelled by Surety by giving thirty (30) days written notice to the Obligee. Such cancellation shall not affect any liability the Surety may have or incurred under this bond prior to the effective date of the termination.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. No action, suit or proceeding shall be maintained against the Surety on this bond unless action is brought within twelve (12) months of the cancellation date of this bond.
2. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligations, shall constitute a loss to the Obligee recoverable under this bond.
3. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.
4. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.
5. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, permit, document or contract to which this bond is related, then the terms of this bond shall prevail in all respects.

THIS BOND signed, sealed, dated on the 4th day of March, 2009. This bond is effective the 4th day of March, 2009.

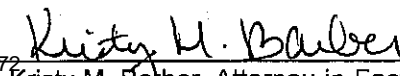
**TowerCo Assets LLC**

Principal

By:   
Daniel Hunt, Chief Financial Officer

**RLI Insurance Company**

Surety

By:   
Kristy M. Barber, Attorney-in-Fact



RLI Surety  
 P.O. Box 3967 | Peoria, IL 61612-3967  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Paige M. Turner, Roy R. Yancey, Keith A. Stiles, Kristy M. Barber, jointly or severally.

in the City of Kansas City, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 6th day of February, 2009.



**RLI Insurance Company**

By: [Signature]  
 Roy C. Die Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

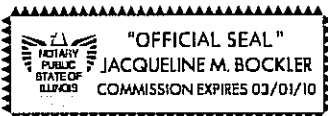
On this 6th day of February, 2009, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 4th day of March, 2009.

By: [Signature]  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**

By: [Signature]  
 Roy C. Die Vice President



City Council Packet

24333030110

August 27, 2018



# CITY OF SWARTZ CREEK, PROPOSAL ZONING UPDATE SERVICES



Prepared by CIB Planning

August 23, 2018

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

**Subject: Zoning Consulting Proposal**

Dear Mr. Zettel:

It is with much excitement that CIB Planning submits this proposal to provide zoning consulting services to the City of Swartz Creek. Since we have completed the technical review of your zoning ordinance through the Michigan Redevelopment Ready Communities Program, we feel we are in the right position to assist you with updates to the ordinance, as well as assisting you through the amendment process. Our firm has experience with a wide range of communities throughout Michigan including townships, villages, cities and counties and look forward to bringing that expertise to Swartz Creek.

***Project Team***

We recognize the importance of providing stability and establishing a long-term relationship with the City of Swartz Creek. As one of the previous planning consultants for the city, Carmine Avantini will be the Project Manager for the consulting team and ensure that all zoning updates align with the RRC Best Practices. Justin Sprague will be the lead consultant working with the city and be assisted by Kelly McIntyre. As the resumes indicate, Justin and Kelly have significant public sector and planning consulting experience but are also young enough to maintain a long-term relationship with Swartz Creek. At CIB Planning we always have a two-person team work with each community to ensure stability and consistency, should one of the planners not be available (illness, vacation, etc.).

***Scope of Services***

CIB will work with city staff to implement zoning updates based upon the final technical review report completed through the RRC Program. It is recognized that the city has identified some amendments dealing with the addition of mixed-use developments in downtowns, giving administrative approval to certain conditional uses, outdoor dining and restaurant pickup windows in downtown. These drafts will be completed in an expedited manor for adoption in or around October of 2018. CIB would work with the city to identify all "low-hanging fruit" to complete first, followed with the remaining changes identified in the technical review. CIB will also present changes to the Planning Commission and City Council, assist with public hearings and notices for public hearings.

CIB proposes to complete this work at a cost not to exceed \$15,000. Any remaining budget not used for updating the zoning ordinance will be utilized to begin development of design guidelines for downtown Swartz Creek. Any work above and beyond the identified scope of services will be charged on an hourly basis using the fee structure listed below.

**Hourly Fee Schedule:**

Carmine P. Avantini	President	\$138.00
Justin Sprague	Vice-President	\$120.00
Kelly McIntyre	Senior Principal Planner	\$ 92.00
Carol Maise	Senior Principal Planner	\$ 92.00

***Firm Information***

CIB Planning, Inc.  
Carmine P. Avantini, AICP, President  
17195 Silver Parkway, #309  
Fenton, MI 48430  
810-335-3800

Once again, we are excited by the opportunity to work again with the City of Swartz Creek officials, staff and boards to maintain a quality community and embrace future challenges. If you should have any further questions, please contact us at 810-335-3800.

Sincerely,

**CIB Planning**



Carmine P. Avantini, AICP  
President



Justin Sprague  
Vice President

## Adam Zettel

---

**From:** Tim Jones <taj@geneseecounty911.org>  
**Sent:** Monday, August 20, 2018 11:28 AM  
**To:** Adam Zettel  
**Subject:** Tornado Sirens

Adam,

I am sorry for the delay in responding to your email.

Westshore will be doing the work County wide. We have contracted with them and all work is being done under our direction.

We will be Invoicing each municipality. The cost is, \$483.89 per siren.

If there any more questions feel free to call or email.

Thanks,

Tim Jones  
Deputy Director  
Genesee County 911 Center  
taj@geneseecounty911.org

G-4481 Corunna Rd.  
Flint, Michigan 48532  
Office: 810-732-4720  
Fax: 810-732-7986



This e-mail message and any attachments are intended for the use of the individual or entity named as recipient. This transmission may contain confidential and/or proprietary information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on this information is prohibited. If you have received this in error, please notify the sender by replying to this message and delete this communication immediately.



## Adam Zettel

---

**From:** Tim Jones <taj@geneseecounty911.org>  
**Sent:** Monday, August 20, 2018 11:30 AM  
**To:** Adam Zettel  
**Subject:** Tornado Sirens

Adam,

Here is what was sent out earlier:

So, we have had multiple conversations with the State in regards to the **VHF communication**, particularly the **VHF Fire Dispatching** and the **Emergency Weather Sirens** and its continued use and functionality we Westshore will be doing the work County wide. Our Genesee County 9-1-1 Executive Board is finalizing next the Financial Issues and how this will unfold.

In short; VHF system is going away at the end of the month first of August as told by MPSCS. **On June 25, 2018, at 7:00am, we STOPPED FIRE Dispatching (VHF).**

We knew this day would come but not this quickly and it turns out the MPSCS Remediation Project is rendering VHF inoperable. **This will take place on approximately July 23, 2018 first of August.**

We have reached out to Westshore with the option to keep the **Emergency Weather Sirens** functioning and they have reviewed our systems capabilities.

**The following Outline of Costs are from Jeff DuPilka, President of West Shore Services, Inc. Scope of Work by Westshore Timeline would take approximately 3 weeks to complete.**

As we (Westshore, Genesee County Emergency Management and Genesee County 9-1-1 Management Staff) discussed in our conference call this morning, I have provided some budgetary figures for the County to switch the existing community warning sirens over to a complete two-way digital monitored system. This will alleviate the issues raised with the State of Michigan discontinuing the existing VHF simulcast system warranty used to activate the sirens.

### **The advantages to the upgrade are:**

1. **FSK signaling** which provides additional security against false activations.
2. The two-way system will allow the system monitoring 24/7 365 for the status of each individual siren in the County.
3. The two-way system will also allow for monitoring of the individual community control points.
4. The upgrade will provide better coverage throughout the County for siren activation.
5. Completion of this upgrade will provide greater system-reliability and be more cost effective for the long-term than to engineer a way to make the existing one-way VHF system work.

### **Systems components and operation:**

- 911 Center – A complete two way control point will be installed at the 911 center. This will transmit the siren activation signal out to the two digipeating sites and receive the return information back.
- There will be two digipeating sites installed. One at the Genesee Tower and the second at the Ray Tower.

- Overview – The signal will be sent from 911 to the two digipeaters and then broadcast out to the siren sites throughout the County. The return information will come back to both digipeaters and then back to 911 dispatch. - **\$18,600 This Cost will be covered by the Genesee County 9-1-1 Center.**

Budget:

- Dispatch computer, software, encoder, radio/power supply/antenna cable, including system setup and installation.

Tower Work:

- Ray Tower – Install digipeater - \$18,500.00
  - Install new OMNI antenna, material and tower crew - \$3,500.00
- Genesee Tower – Install digipeater - \$18,500.00

Reprogram existing siren sites:

- Work includes reprogramming radios to the new frequency, align boards and testing each location (120 total) - \$12,000.00
- Change remote siren site antennas at Mundy Township and Flint Township - \$4,600.00
- Reprogram radios and remove existing repeat dispatch equipment from seven (7) existing two way locations - \$2,180.00

Total - \$77,880.00  
-----

There are 113 Sirens in the County. The sirens are owned by the Municipalities.

So, we just thought it would be easier, since we have \$18,600.00 of work that's needed inside the 9-1-1 Center.

Our Executive Board is looking at Contracting with Westshore, for the total project and then Invoicing each municipality. The costs, \$483.89 per siren.

If there any more questions feel free to call or email.

Tim Jones  
Deputy Director  
Genesee County 911 Center  
taj@geneseecounty911.org

G-4481 Corunna Rd.  
Flint, Michigan 48532  
Office: 810-732-4720  
Fax: 810-732-7986



This e-mail message and any attachments are intended for the use of the individual or entity named as recipient. This transmission may contain confidential and/or proprietary information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on this information is prohibited. If you have received this in error, please notify the sender by replying to this message and delete this communication immediately.



# GENESEE COUNTY PARKS

Barry June  
Acting Director

August 14, 2018

Ted Henry  
County Commissioner

City Council  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

David Martin  
County Commissioner

Bryant Nolden  
County Commissioner

Dear City Council,

Michael J. Keeler  
Citizen Representative

The Genesee County Parks and Recreation Commission is in the process of updating its Community Park, Recreation, Open Space and Greenway Plan.

Joe Krapohl  
Citizen Representative

Public input will be gathered through a digital survey sent to County residents. An open survey will also be available on our website to give all Genesee County residents an opportunity to share their thoughts about the County Parks' facilities, programs and priorities.

Michael Lynch  
Citizen Representative

James Washington  
Citizen Representative

As in our last 5-year plan, we are extending an invitation to each local unit of government to "opt-in" to the action program section of the plan. Opting in to the Genesee County Park, Recreation, Open Space, and Greenway Plan will not replace your local parks, recreation, open space and greenway plan. It also will not give the County Parks any authority over your parks.

Cloyce Dickerson  
Ex-Officio

Gloria Nealy  
Ex-Officio

Jeffrey Wright  
Ex-Officio

Opting in to the County Parks plan is a no-cost way to demonstrate the type of cooperative planning efforts that the state is encouraging in several initiatives that may, ultimately, provide access to additional resources for individual communities and for the Genesee County region as a whole.

A member of:

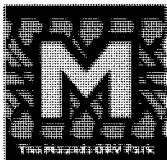
Michigan Recreation &  
Park Association

It is easy for your community to opt-in. All that is needed is a copy of the action program from your local Community Park, Recreation, Open Space and Greenway Plan and a resolution from your governing board authorizing the Genesee County Parks and Recreation Commission to include your action plan in the Genesee County Parks' Community Park, Recreation, Open Space and Greenway Plan. All resolutions and action plans must be received by Wednesday, October 24, 2018 to be included in the current update.

National Recreation &  
Park Association



If you have any questions, please give me a call at 810.249.3812 or send me an e-mail at [bjune@gcparks.org](mailto:bjune@gcparks.org).



Sincerely,

Barry M. June, Acting Director  
Genesee County Parks and Recreation Commission



	REPUBLICAN	DEMOCRATIC	LIBERTARIAN
Governor	Bill Schuette-312	Gretchen Whitmer-537	
US Senator	Sandy Pensler-310	Debbie Stabenow-850	
Rep 5 <sup>th</sup> District	Travis Wines-465	Daniel Kildee-863	
27 <sup>th</sup> District State Senator	Donna Kekesis-454	Jim Ananich-835	
Rep 49 <sup>th</sup> District	Patrick Duvendeck-449	John Cherry-453	
County Commissioner 8 <sup>th</sup> District		Ted Henry-524	
Delegate Precinct 1	Vickie Sturgess		
Delegate Precinct 2			
Delegate Precinct 3	David Krueger		
Delegate Precinct 4		Paul Gonzales	
<b>NONPARTISAN</b>			
Judge of Circuit Court 7 <sup>th</sup> Circuit			
Brian Pickell-428 Chris Christenson-381			
<b>PROPOSALS</b>			
Arts Education Millage-YES-645 NO-806	MSU Ext. Millage Renewal-YES-802 NO-661	MTA Millage Renewal-YES-1001 NO-468	

CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN

STREET CLOSURE APPLICATION

DATE OF REQUEST: August 13, 2018 200  
SPONSOR ORGANIZATION SWARTZ CREEK COMMUNITY SCHOOLS  
AUTHORIZED REPRESENTATIVE: TONY SUCHANEK  
WORK ADDRESS: ONE DRAGON DRIVE HOME ADDRESS: \_\_\_\_\_  
PHONE NO: WORK (810) 591-1803 HOME: ( ) \_\_\_\_\_ CELL: (248) 770-7136  
TYPE OF EVENT:  PARADE\* (DRAW ROUTE ON ATTACHED MAP)  
 CARNIVAL  CRAFT SHOW  
 STREET DANCE  CONCERT  
 OTHER: \_\_\_\_\_

DATE OF EVENT: 09 / 14 / 2018 TIME OF EVENT: FROM: 4:45 AM /  PM  
TO: 6:30 AM /  PM

ESTIMATED NUMBER OF PARTICIPANTS: \_\_\_\_\_

ROADS REQUESTED TO BE CLOSED: \*\* CRAPO → MAPLE → MORRISH → MILLER →  
FAIRCHILD

The applicant agrees, as a condition of the granting of this permit, to hold the City of Swartz Creek, it's officers, employees, and agents harmless from any liability from any injuries caused to persons or property in connection with this event. To that end, the applicant shall provide the City with evidence of insurance for such liability in an amount determined adequate by the City Attorney, but in no case less than \$1,000,000/2,000,000 aggregate and the City of Swartz Creek shall be named as an insured party on said policy. The policy shall also contain a provision providing the City with ten (10) days written notice of cancellation.

For: SWARTZ CREEK COMMUNITY By: [Signature]  
(Organization) SCHOOLS (Authorized Representative)

APPROVED BY: [Signature]  
(Chief of Police)

\* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.

\*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

**THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE OFFICE OF THE CHIEF OF POLICE NO LATER THAN 30 DAYS PRIOR TO EVENT DATE**

## CITY OF SWARTZ CREEK PARADE REGULATIONS

The approval of a street closure request and/or a "parade permit" is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

1. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
2. The closing of major thorough fares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
3. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or his designate) during the course of the parade in order to address any dangerous conditions that may develop during the course of the event.
4. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
5. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.

It is the responsibility of the event coordinator(s) to ensure that all parade participants are made aware of the regulations that directly affect them and by signing this document hereby acknowledge that they have received a copy of these regulations and accept said responsibility.

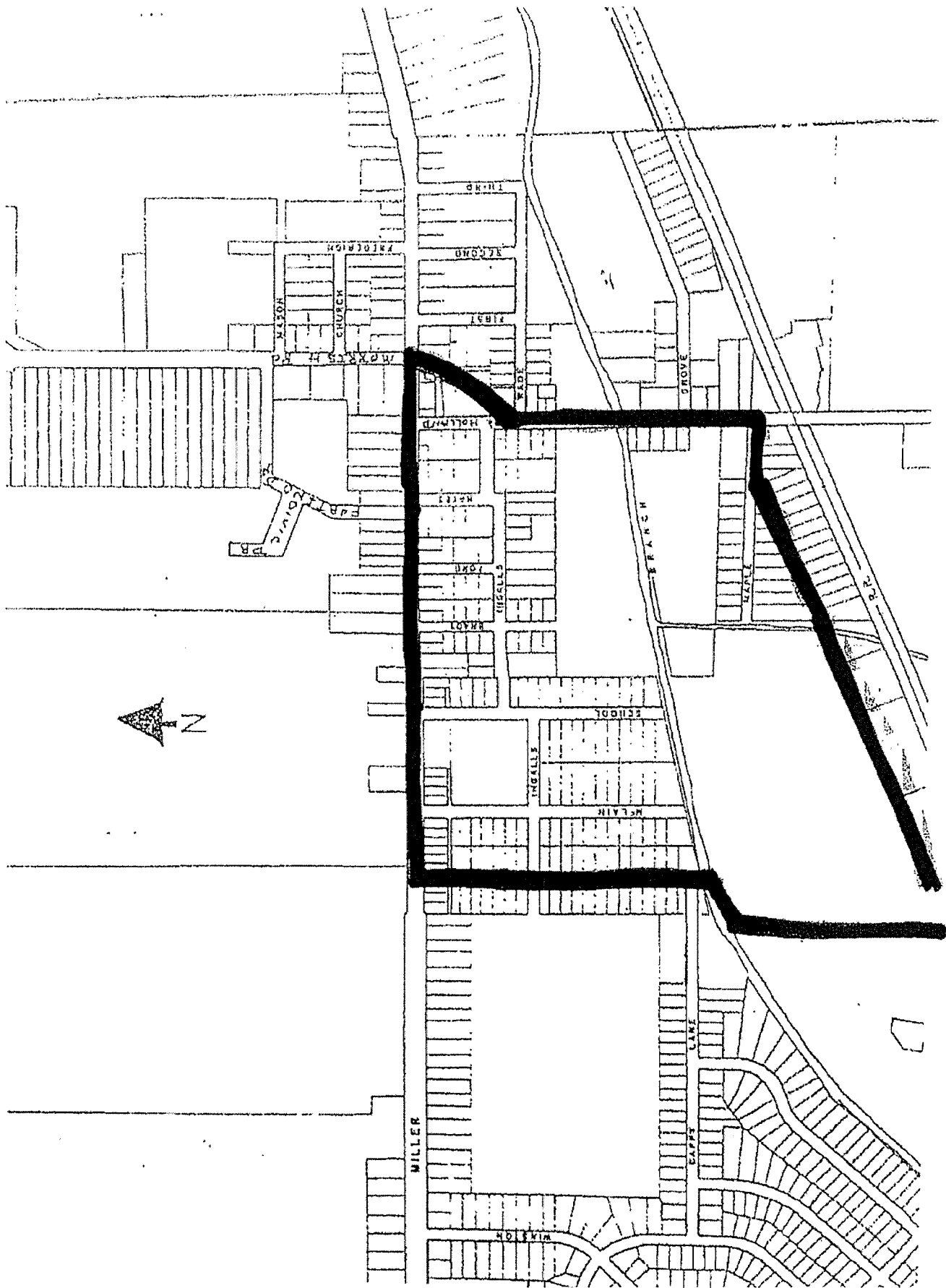
By: \_\_\_\_\_

(Event Coordinator or Representative)

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

(Organization)

SWARTZ CREEK COMMUNITY  
SCHOOLS



## CERTIFICATE OF INSURANCE

<b>Producer:</b> <b>SET SEG</b> 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>COMPANIES AFFORDING COVERAGE</b>	

<b>Insured:</b> <b>Swartz Creek Community Schools</b> 8354 Cappy Lane Swartz Creek, MI 48473-1299	<b>A MASB-SEG Property/Casualty Pool, Inc.</b>
--	--

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000188	7/1/18	7/1/19	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	N/A

**DESCRIPTION** City of Swartz Creek is hereby added as additional insured for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the Districts' Homecoming Parade being held September 14, 2018.

<b>CERTIFICATE HOLDER</b> City of Swartz Creek 8083 Civic Drive Swartz Creek, MI 48473	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
---	--

<b>AUTHORIZED REPRESENTATIVE</b>  Karen Carr PROPERTY/CASUALTY DEPARTMENT	Date August 16, 2018
---	----------------------



**SWARTZ CREE AREA FIRE DEPT: 2018  
BUDGET-DRAFT**

ACCT #		16 BUDGET	16 ACTUAL	17 BUDGET	17 ACTUAL	18 BUDGET	19 BUDGET	DEFINITION
	<b>REVENUES:</b>							
3582	Contributions-Operating	\$269,880.00	248,645.99	\$290,019.00		\$296,739.21	\$307,746.26	Estimated Operating Contributions
3583	Contributions-Equipment	XXXXXXXX	0.00	XXXXXXXX		\$0.00	\$0.00	Estimated Equipment Contributions-combined with 3582 for 2013
3628	Misc. Income (Sundry)	\$0.00	13,852.13	\$0.00		\$0.00	\$0.00	Miscellaneous Income
3630	Grant Income	\$0.00	2,446.00	\$0.00		\$0.00	\$0.00	Grant Income
3664	Interest Income	\$120.00	23.99	\$0.00		\$0.00	\$0.00	Interest from Deposits
3673	Sale of Fixed Assests	\$0.00	0.00	\$0.00		\$0.00	\$0.00	Sale of Miscellaneous Used Items
	<b>TOTAL REVENUES</b>	\$270,000.00	264,968.11	\$290,019.00	0.00	\$296,739.21	\$307,746.26	
	<b>EXPENSES</b>							
4703	Social Security	\$11,300.47	9,462.03	\$11,831.00		12,251.21	12,207.26	Social Security - .0145%, FICA - .062%
4704.1	Salaries - Chief	\$30,979.00	\$30,979.00	\$33,670.00		33,670.00	33,000.00	Chief
4704.2	Salaries - Staff	\$6,695.00	3,481.44	\$12,480.00		14,700.00	14,700.00	Accounting Specialist & Clerical
4705	Salaries - Maintenance	\$11,372.00	12,257.63	\$13,729.00		21,704.00	21,800.00	Maint., Qtr. Master, Train. Officer, FF Labor, Pump Testing
4706	Salaries - Officers	\$15,672.00	15,201.00	\$18,072.00		18,072.00	18,072.00	1 Asst. Chief, 1 Batt. Chief, 2 Capt., 4 Lieut.2 Sgt.
4707	Salaries - Firefighters	\$83,000.00	61,766.58	\$76,700.00		72,000.00	72,000.00	Est. Fire Run/Training Payment for Firefighters
4708	Deferred/Direct Response Comp.	\$2,692.50	2,142.75	\$2,468.00		2,468.00	2,468.00	Deferred Comp. Employer Paid
4709	Medical - Firefighters	\$3,665.00	2,074.30	\$3,605.00		5,165.00	4,265.00	Physicals, Hept. - B Shots
4710	Unemployment Payments	\$1,500.00	0.00	\$750.00		750.00	750.00	Unemployment Payments
4727	Office Supplies	\$2,000.00	1,507.61	\$2,000.00		2,000.00	2,000.00	Clerical Supplies,Postage,Shipping
4728	Building Supplies/Maint	\$1,000.00	857.99	\$1,100.00		1,150.00	1,150.00	Utility Paper, Cleaning Supplies, Light Bulbs, Keys
4741	Equip/Oper. supplies	\$7,000.00	4,598.18	\$5,650.00		5,650.00	5,650.00	Small tool, Batteries, Fuel, Filters etc...
4801	Contract Services	\$7,085.00	8,048.64	\$11,200.00		13,850.00	8,200.00	Audit,Legal,Cleaning,Advertising,Copier Maint. Agree.,Photos
4850	Communications	\$4,550.00	\$4,927.06	\$4,400.00		4,650.00	6,250.00	Telephone/Internet Service
4910	Insurance	\$17,330.00	19,044.00	\$19,069.00		19,069.00	19,069.00	Fleet, Liability, Workers' Comp.
4920	Utilities	\$14,000.00	10,423.64	\$14,000.00		17,400.00	18,200.00	Gas/Electric, Water/Sewer
4960	Education & Training	\$5,910.00	6,151.37	\$7,490.00		8,790.00	8,935.00	Dues, Classes/Materials, Prevention Materials,Subscriptions
4970	Office Equipment	\$390.00	69.00	\$5,173.00		240.00	500.00	Office Equipment
4976	Fire Equipment	\$9,900.00	12,143.93	\$9,770.00		25,080.00	31,650.00	Gear,Suppression Equip.Pagers,Radios
4978	Fire Equip-Maint./Repair/Upgrades	\$31,687.00	35,263.68	\$30,725.00		14,180.00	23,480.00	Maint. Agree., Repair & Upgrades of Fire Equipment
4984	Computer Hardware/Repair	\$972.03	605.12	\$4,737.00		2,300.00	1,800.00	Computer Hardware & Hardware Repair
4988	Computer Software/Upgrade	\$1,300.00	1,348.99	\$1,400.00		1,600.00	1,600.00	Computer Software, Software Upgrades, Train. Matls.
	<b>Sub-total Expenses</b>	270,000.00	242,353.94	290,019.00	0.00	296,739.21	307,746.26	3.5% increase
4981	Apparatus						400,000.00	Truck Purchases
	<b>Total Expenses</b>	270,000.00	242,353.94	290,019.00	0.00	296,739.21	707,746.26	
	<b>Net Income (Loss)</b>	\$0.00	\$22,614.17	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Fund balance beginning of the year</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Fund balance end of the year</b>	\$0.00	\$22,614.17	\$0.00	\$0.00	\$0.00	\$0.00	

2018 BUDGET-DRAFT

**2018 BUDGET BREAKDOWN :**

Account				2018	2019	Change
<b>4703 Social Security</b>				<b>12,251.21</b>	<b>12,207.26</b>	<b>(43.95)</b>
	2015 Actual	\$9,476.27				
	2016 Budget	\$11,300.47				
	2017 Budget	\$12,251.21				
Chief Salary				\$33,670.00	\$33,000.00	-\$670.00
Acct & Clerical Wage				\$14,700.00	\$14,700.00	\$0.00
Officers				\$18,072.00	\$18,072.00	\$0.00
Main/Train				\$21,704.00	\$21,800.00	\$96.00
Firefighters				\$72,000.00	\$72,000.00	\$0.00
	TOTA	\$159,572.00	0.0765	<u>\$12,251.17</u>	<u>\$12,207.26</u>	-\$43.91
<b>4704.1 Chief Salary</b>				<b>\$33,670.00</b>	<b>\$33,000.00</b>	<b>-\$670.00</b>
	2015 Actual	\$30,979.00				
	2016 Budget	\$30,979.00				
	2017 Budget	\$33,670.00				
Chief's Salary				\$33,670.00	\$33,000.00	-\$670.00
<b>4704.2 Accounting Specialist &amp; Clerical Wages</b>				<b>\$14,700.00</b>	<b>\$14,700.00</b>	<b>\$0.00</b>
	2014 Actual	\$12,590.50				
	2015 Actual	\$7,035.13				
	2016 Budget	\$6,695.00				
Accting Specialist Wage	\$14.00/HR APPROX 20 HOURS PER WEEK			\$14,700.00	\$14,700.00	\$0.00
	TOTAL			<u>\$14,700.00</u>	<u>\$14,700.00</u>	\$0.00
<b>4705 Maint. &amp; Train. Wages</b>				<b>\$21,704.00</b>	<b>\$21,800.00</b>	<b>\$96.00</b>
	2015 Actual	\$12,501.39				
	2016 Budget	\$11,372.00				
	2017 Budget	\$21,704.00				
Truck Maintenance Duties	\$267/mth to 200			\$3,204.00	\$2,400.00	-\$804.00
Quarter Master Duties	\$188/mth to \$200/mth			\$2,256.00	\$2,400.00	\$144.00
Assit Quarter Master Duties	\$100/Mth				\$1,200.00	
IT Specialist	\$100/Mth				\$1,200.00	
Training Duties	\$200/mth			\$2,544.00	\$2,400.00	-\$144.00
Fire Prevention Duties	\$100/mth			\$1,200.00	\$1,200.00	\$0.00
Firefighter Labor:						
Hall/Apparatus Duties	Normal Firefighter hourly rate			\$7,000.00	\$7,000.00	\$0.00
Flow Testing/SCBA Tech Maint	Normal Firefighter hourly rate			\$1,000.00	\$1,000.00	\$0.00
Mechanic Maintenance Duties	Normal Firefighter hourly rate			\$4,500.00	\$3,000.00	-\$1,500.00
	TOTAL			<u>\$21,704.00</u>	<u>\$21,800.00</u>	\$96.00
<b>4706 Officer Salary</b>				<b>\$18,072.00</b>	<b>\$18,072.00</b>	<b>\$0.00</b>
	2015 Actual	\$15,672.00				
	2016 Budget	\$15,672.00				
	2017 Budget	\$18,072.00				
Asst. Chief (1)	217/mth			\$2,604.00	\$2,604.00	\$0.00
Batt. Chief (1)	187/mth			\$2,244.00	\$2,244.00	\$0.00
Captain (2)	334/mth			\$4,008.00	\$4,008.00	\$0.00
Lieutenant (4)	568/mth			\$6,816.00	\$6,816.00	\$0.00
Sergeant (2)	\$200/mth			\$2,400.00	\$2,400.00	\$0.00
	TOTAL			<u>\$18,072.00</u>	<u>\$18,072.00</u>	\$0.00

2018 BUDGET-DRAFT

<b>4707 Firefighter Wages</b>		<b>\$72,000.00</b>	<b>\$72,000.00</b>	\$0.00
	2015 Actual	\$57,555.86		
	2016 Budget	\$83,000.00		
	2017 Budget	\$7,200.00		
<b>FIREFIGHTER</b>				
	Probation I	\$11.73	\$11.73	\$0.00
	Probation II	\$12.52	\$12.52	\$0.00
	FFI	\$13.23	\$13.23	\$0.00
	FFII	\$14.45	\$14.45	\$0.00
	Officer I	\$15.59	\$15.59	\$0.00
	Officer II	\$16.50	\$16.50	\$0.00
	Officer III	\$16.96	\$16.96	\$0.00
	Tenure	+ .30 for 3yrs; 5yrs & 5 year increments		
	Pump Operator	\$0.27	\$0.27	\$0.00
<b>4708 Deferred Compensation</b>		<b>\$2,468.00</b>	<b>\$2,468.00</b>	\$0.00
	2015 Actual	\$2,225.50		
	2016 Budget	\$2,692.50		
	2016 Budget	\$2,468.00		
	Firefighters: flat rate, \$52 per yr X15 FF	\$780.00	\$780.00	\$0.00
	Firefighters: \$1.50 per run x 15 FF X 75 runs (includes alarms & training)	\$1,688.00	\$1,688.00	\$0.00
	TOTAL	\$2,468.00	\$2,468.00	\$0.00
<b>4709 Medical Expense</b>		<b>\$5,165.00</b>	<b>\$4,265.00</b>	-\$900.00
	2015 Actual	\$3,461.00		
	2016 Budget	\$3,665.00		
	2017 Budget	\$5,165.00		
	Physical 30 FF	\$5,000.00	\$4,000.00	-\$1,000.00
	Hept B injections 3 shots @ \$55	\$165.00	\$265.00	\$100.00
	TOTAL	\$5,165.00	\$4,265.00	-\$900.00
<b>4710 Unemployment Payments</b>		<b>\$750.00</b>	<b>\$750.00</b>	\$0.00
	2015 Actual	\$0.00		
	2016 Budget	\$1,500.00		
	2017 Budget	\$750.00		
	Unemployment Payments	\$750.00	\$750.00	\$0.00
	TOTAL	\$750.00	\$750.00	\$0.00

2018 BUDGET-DRAFT

<b>4727 Office Supplies</b>			<b>\$2,000.00</b>	<b>\$2,000.00</b>	\$0.00
	2015 Actual	\$1,902.60			
	2016 Budget	\$2,000.00			
	2017 Budget	\$2,000.00			
	Supplies (forms, envelopes, pens, etc...)		\$700.00	\$700.00	\$0.00
	Postage (stamps, special mailings)		\$300.00	\$300.00	\$0.00
	Shipping		\$955.00	\$955.00	\$0.00
	Sam's Club Membership		\$45.00	\$45.00	\$0.00
	<b>TOTAL</b>		<b>\$2,000.00</b>	<b>\$2,000.00</b>	\$0.00
<b>4728 Building Supplies</b>			<b>\$1,150.00</b>	<b>\$1,150.00</b>	\$0.00
	2015 Actual	\$1,330.93			
	2016 Budget	\$1,000.00			
	2017 Budget	\$1,150.00			
	Paper Products		\$300.00	\$300.00	\$0.00
	Cleaning Products		\$230.00	\$230.00	\$0.00
	Light Bulbs		\$40.00	\$40.00	\$0.00
	Keys		\$100.00	\$100.00	\$0.00
	Repairs/Updates		\$230.00	\$230.00	\$0.00
	Rehab Supplies		\$200.00	\$200.00	\$0.00
	First Aid Kit (restock)		\$50.00	\$50.00	\$0.00
	<b>TOTAL</b>		<b>\$1,150.00</b>	<b>\$1,150.00</b>	\$0.00
<b>4741 Equipment Supplies</b>			<b>\$5,650.00</b>	<b>\$5,650.00</b>	\$0.00
	2015 Actual	\$3,879.20			
	2016 Budget	\$7,000.00			
	2017 Budget	\$5,650.00			
	Fuel		\$3,000.00	\$3,000.00	\$0.00
	Filters		\$300.00	\$300.00	\$0.00
	Oil		\$250.00	\$250.00	\$0.00
	Small Tools		\$400.00	\$400.00	\$0.00
	Misc. Supplies		\$1,700.00	\$1,700.00	\$0.00
	<b>TOTAL</b>		<b>\$5,650.00</b>	<b>\$5,650.00</b>	\$0.00
<b>4801 Contract Services</b>			<b>\$13,850.00</b>	<b>\$8,200.00</b>	-\$5,650.00
	2015 Actual	\$6,220.37			
	2016 Budget	\$7,085.00			
	2017 Budget	\$13,850.00			
	Emergency Excavating/Towing		\$600.00	\$600.00	\$0.00
	Auditing Service		\$5,000.00	\$5,000.00	\$0.00
	Maintenance Agreement-Copier		\$600.00	\$600.00	\$0.00
	Legal Service		\$2,000.00	\$2,000.00	\$0.00
	Snow/Lawn Maint.		\$5,650.00	\$0.00	-\$5,650.00
	<b>TOTAL</b>		<b>\$13,850.00</b>	<b>\$8,200.00</b>	-\$5,650.00
					\$0.00

2018 BUDGET-DRAFT

<b>4850 Communications</b>			<b>\$4,650.00</b>	<b>\$6,250.00</b>	\$1,600.00
	2015 Actual	\$3,905.02			
	2016 Budget	\$4,550.00			
	2017 Budget	\$4,400.00			
	Web Site Domain Name (renew in 2020 GoDaddy)		\$0.00	\$0.00	\$0.00
	Web Site Domain Hosting (1and1 renew 2020)		\$0.00	\$0.00	\$0.00
	IAR (I Am Responding) Smart Phone Program		\$650.00	\$650.00	\$0.00
	Phone Equipment		\$0.00	\$1,500.00	\$1,500.00
	Phones/Internet Access		\$4,000.00	\$4,100.00	\$100.00
	<b>TOTAL</b>		<b>\$4,650.00</b>	<b>\$6,250.00</b>	<b>\$1,600.00</b>
<b>4910 Insurance</b>			<b>\$19,069.00</b>	<b>\$19,069.00</b>	\$0.00
	2015 Actual	\$18,236.78			
	2016 Budget	\$17,330.00			
	20167Budget	\$19,069.00			
	Michigan Par Plan		\$13,337.00	\$13,337.00	\$0.00
	Worker's Compensation		\$5,557.00	\$5,557.00	\$0.00
	MML Membership		\$175.00	\$175.00	\$0.00
	<b>TOTAL</b>		<b>\$19,069.00</b>	<b>\$19,069.00</b>	<b>\$0.00</b>
<b>4920 Utilities</b>			<b>\$17,400.00</b>	<b>\$18,200.00</b>	\$800.00
	2015 Actual	\$13,013.56			
	2016 Budget	\$14,000.00			
	2017 Budget	\$17,400.00			
	Water/Sewer		\$3,200.00	\$3,200.00	\$0.00
	Gas/Electric		\$14,200.00	\$15,000.00	\$800.00
	<b>TOTAL</b>		<b>\$17,400.00</b>	<b>\$18,200.00</b>	<b>\$800.00</b>
<b>4960 Education &amp; Training</b>			<b>\$8,790.00</b>	<b>\$8,935.00</b>	\$145.00
	2015 Actual	\$5,703.22			
	2016 Budget	\$5,910.00			
	2017 Budget	\$8,790.00			
	FIREFIGHTER TRAINING				\$0.00
	Misc. FF Classes		\$3,200.00	\$3,200.00	\$0.00
	ADVANCED TRAINING				\$0.00
	Officer Classes		\$2,000.00	\$2,000.00	\$0.00
	CERTIFICATIONS				\$0.00
	CPR		\$60.00	\$60.00	\$0.00
	MEMBERSHIPS				\$0.00
	Michigan Fire Chiefs		\$85.00	\$170.00	\$85.00
	Genesee Co. Fire Chiefs \$60 ea x 3 + \$125 dept		\$305.00	\$305.00	\$0.00
	Shiawassee Co. Firefighters		\$75.00	\$75.00	\$0.00
	Mi State Fireman's Assoc \$30 ea x35 + \$75 dept		\$1,065.00	\$1,125.00	\$60.00
	TRAINING SUPPLIES		\$500.00	\$500.00	\$0.00
	FIRE PREVENTION				\$0.00
	Misc. Materials/handouts/audio visual aides		\$500.00	\$500.00	\$0.00
	Fire Safety Trailer		\$1,000.00	\$1,000.00	\$0.00
	<b>TOTAL</b>		<b>\$8,790.00</b>	<b>\$8,935.00</b>	<b>\$145.00</b>

2018 BUDGET-DRAFT

<b>4970 Office Equipment</b>			<b>\$240.00</b>	<b>\$500.00</b>	\$0.00
	2015 Actual	\$574.35			\$260.00
	2016 Budget	\$390.00			
	2017 Budget	\$240.00			
Upgrades/Repairs			\$240.00	\$500.00	\$0.00
	TOTAL		\$240.00	\$500.00	\$260.00
<b>4976 Fire Equipment</b>			<b>\$25,080.00</b>	<b>\$31,650.00</b>	\$0.00
	2014 Actual	\$18,832.50			\$6,570.00
	2015 Actual	\$9,900.00			
	2014 Budget	\$25,080.00			
Securitex Turn Out Gear (7)			\$15,400.00	\$16,100.00	\$700.00
Misc Equipment			\$1,000.00	\$3,500.00	\$2,500.00
Uniforms			\$2,500.00	\$2,500.00	\$0.00
10 yr Anniversary Helmet (2)			\$750.00	\$0.00	-\$750.00
Fire Hose				\$3,830.00	\$3,830.00
Nozzeles and adaptors				\$4,500.00	\$4,500.00
Farm Extrication Equip			\$450.00	\$0.00	-\$450.00
Replacement Helmets (2)			\$1,330.00	\$500.00	-\$830.00
Leather Fire Boots (2)			\$3,650.00	\$720.00	-\$2,930.00
	TOTAL		\$25,080.00	\$31,650.00	\$6,570.00
<b>4978 Fire Equipment-Maint/Repair</b>			<b>\$14,180.00</b>	<b>\$23,480.00</b>	\$9,300.00
	2015 Actual	\$43,665.42			
	2016 Budget	\$31,687.00			
	2017 Budget	\$14,180.00			
Truck Repair			\$4,500.00	\$7,500.00	\$3,000.00
Jaws Pump Maint - Bi-Annually 2019			\$0.00	\$1,500.00	\$1,500.00
Turn-Out Gear Repair/Cleaning			\$400.00	\$500.00	\$100.00
Ladder Certification			\$400.00	\$400.00	\$0.00
Annual Pump Test/Maint			\$1,900.00	\$5,500.00	\$3,600.00
Pager/Radio Repair/Upgrade			\$600.00	\$1,200.00	\$600.00
SCBA Repair			\$1,500.00	\$1,500.00	\$0.00
Fire Extinguishers Maint			\$500.00	\$500.00	\$0.00
Misc. Equipment Repair			\$1,000.00	\$1,500.00	\$500.00
Posi Check Calibration	**potential split 50/50 with GTFD		\$700.00	\$700.00	\$0.00
OHD Facemask Fit Equipment	**potential split 3 ways with GTFD,MTFD		\$820.00	\$820.00	\$0.00
Air Compressor M/A (2)			\$1,860.00	\$1,860.00	\$0.00
	TOTAL		\$14,180.00	\$23,480.00	\$9,300.00
<b>4981 Apparatus</b>			<b>\$0.00</b>	<b>\$400,000.00</b>	\$400,000.00
	2015 Actual	\$0.00			
	2016 Budget	\$0.00			
	2017 Budget	\$0.00			
	TOTAL		\$0.00	\$400,000.00	\$400,000.00
<b>4983 FEMA Grant Matching</b>			<b>\$50,000.00</b>	<b>\$50,000.00</b>	\$0.00
	2016 Budget	\$0.00			
	2016 Budget	\$0.00			
	2017 Budget	\$50,000.00			
SCBA Air Compressor (pending results of FEMA Grant)			\$50,000.00	\$50,000.00	\$0.00
	TOTAL		\$50,000.00	\$50,000.00	\$0.00
<b>4984 Computer Hardware/Repairs</b>			<b>\$2,300.00</b>	<b>\$1,800.00</b>	-\$500.00
	2015 Actual	\$610.49			
	2016 Budget	\$972.03			

2018 BUDGET-DRAFT

	2017 Budget	\$2,300.00			
Computer/Monitor Upgrades			\$2,000.00	\$1,500.00	-\$500.00
Repairs			\$300.00	\$300.00	\$0.00
	TOTAL		<u>\$2,300.00</u>	<u>\$1,800.00</u>	-\$500.00
<b>4988 Computer Software/Upgrades</b>			<b>\$1,600.00</b>	<b>\$1,600.00</b>	\$0.00
	2015 Actual	\$1,249.00			
	2016 Budget	\$1,300.00			
	2017 Budget	\$1,300.00			
Fire Tools Upgrade			\$400.00	\$400.00	\$0.00

	Description	Current Mth	Y-T-D	Budget	Remain.Bud get	% Budget
<b>Revenues</b>						
3582	OPERATING CONTRIBUTIONS	248,645.99	248,645.99	0.00	(248,645.99)	0.00
3583	EQUIPMENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
3628	MISC. INCOME (SUNDRY)	13,852.13	13,852.13	0.00	(13,852.13)	0.00
3630	GRANT INCOME	2,446.00	2,446.00	0.00	(2,446.00)	0.00
3664	INVESTMENT INCOME	23.99	23.99	0.00	(23.99)	0.00
3673	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00
	<b>Total Revenues</b>	<b>264,968.11</b>	<b>264,968.11</b>	<b>0.00</b>	<b>(264,968.11)</b>	<b>0.00</b>
<b>Expenses</b>						
4703	SOCIAL SECURITY	9,462.03	9,462.03	0.00	(9,462.03)	0.00
4704	STAFF SALARIES	34,460.44	34,460.44	0.00	(34,460.44)	0.00
4705	MAIN/TRAIN-SALARIES	12,257.63	12,257.63	0.00	(12,257.63)	0.00
4706	OFFICER SALARIES	15,201.00	15,201.00	0.00	(15,201.00)	0.00
4707	FIREFIGHTERS SALARY	61,766.58	61,766.58	0.00	(61,766.58)	0.00
4708	DEFERRED COMPENSATION	2,142.75	2,142.75	0.00	(2,142.75)	0.00
4709	MEDICAL-FIREFIGHTERS	2,074.30	2,074.30	0.00	(2,074.30)	0.00
4710	UNEMPLOYMENT PAYMENTS	0.00	0.00	0.00	0.00	0.00
4727	OFFICE SUPPLIES	1,507.61	1,507.61	0.00	(1,507.61)	0.00
4728	BUILDING SUPPLIES	857.99	857.99	0.00	(857.99)	0.00
4740	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00
4741	EQUIPMENT SUPPLIES	4,598.18	4,598.18	0.00	(4,598.18)	0.00
4801	CONTRACT SERVICES	8,048.64	8,048.64	0.00	(8,048.64)	0.00
4850	COMMUNICATIONS	4,927.06	4,927.06	0.00	(4,927.06)	0.00
4910	INSURANCE	19,044.00	19,044.00	0.00	(19,044.00)	0.00
4920	UTILITIES	10,423.64	10,423.64	0.00	(10,423.64)	0.00
4960	EDUCATION & TRAINING	6,151.37	6,151.37	0.00	(6,151.37)	0.00
4970	OFFICE EQUIPMENT	69.00	69.00	0.00	(69.00)	0.00
4976	FIRE EQUIPMENT	12,143.93	12,143.93	0.00	(12,143.93)	0.00
4978	FIRE EQUIP.-MAINT/REPAIR	35,263.68	35,263.68	0.00	(35,263.68)	0.00
4979	FIRE EQUIPMENT-UPGRADES	0.00	0.00	0.00	0.00	0.00
4981	APPARATUS	0.00	0.00	0.00	0.00	0.00
4982	Loose Equip. New Apparatus	0.00	0.00	0.00	0.00	0.00
4983	FEMA GRANT MATCHING	0.00	0.00	0.00	0.00	0.00
4984	COMPUTER EQUIPMENT	605.12	605.12	0.00	(605.12)	0.00
4988	COMPUTER SOFTWARE/UPGRADES	1,348.99	1,348.99	0.00	(1,348.99)	0.00
4999	RESERVE	0.00	0.00	0.00	0.00	0.00
	<b>Total Expenses</b>	<b>242,353.94</b>	<b>242,353.94</b>	<b>0.00</b>	<b>(242,353.94)</b>	<b>0.00</b>
	Net Income/(<Loss>	22,614.17	22,614.17	0.00	(22,614.17)	0.00
3400	FUND BALANCE-Beginning of Year	(37,683.64)	2,578.00	0.00	(2,578.00)	0.00
	Fund Balance-End of Year	(15,069.47)	25,192.17	0.00	(25,192.17)	0.00



REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK  
PERIOD ENDING 07/31/2018

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,293,643.00	2,293,643.00	154,165.80	2,139,477.20	6.72
215.000 - Administration and Clerk	75.00	75.00	3.50	71.50	4.67
253.000 - Treasurer	1,000.00	1,000.00	60.00	940.00	6.00
301.000 - Police Dept	5,400.00	5,400.00	100.00	5,300.00	1.85
345.000 - PUBLIC SAFETY BUILDING	18,200.00	18,200.00	1,842.06	16,357.94	10.12
410.000 - Building & Zoning & Planning	51,350.00	51,350.00	8,175.00	43,175.00	15.92
448.000 - Lighting	8,990.00	8,990.00	643.46	8,346.54	7.16
782.000 - Facilities - Abrams Park	195.00	195.00	0.00	195.00	0.00
783.000 - Facilities - Elms Rd Park	7,600.00	7,600.00	570.00	7,030.00	7.50
783.016 - Elms Park Brm-Trail Reno RP15-000	45,000.00	18,130.13	0.00	18,130.13	0.00
790.000 - Facilities-Senior Center/Libr	8,200.00	8,200.00	666.77	7,533.23	8.13
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	0.00	1,724.00	0.00
TOTAL REVENUES	2,441,377.00	2,414,507.13	166,226.59	2,248,280.54	
000.000 - General	1,000.00	1,000.00	0.00	1,000.00	0.00
101.000 - Council	16,708.82	16,708.82	5,275.21	11,433.61	31.57
172.000 - Executive	103,388.18	103,388.18	11,530.51	91,857.67	11.15
201.000 - Finance,Budgeting,Accounting	46,874.00	46,874.00	1,856.19	45,017.81	3.96
215.000 - Administration and Clerk	28,262.00	28,262.00	1,173.10	27,088.90	4.15
228.000 - Information Technology	16,300.00	16,300.00	4,023.91	12,276.09	24.69
247.000 - Board of Review	6,104.00	6,104.00	242.22	5,861.78	3.97

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
253.000 - Treasurer	42,127.00	42,127.00	2,438.10	39,688.90	5.79
257.000 - Assessor	48,198.00	48,198.00	3,050.44	45,147.56	6.33
262.000 - Elections	39,358.40	39,358.40	2,778.08	36,580.32	7.06
266.000 - Legal Council	15,500.00	15,500.00	0.00	15,500.00	0.00
301.000 - Police Dept	0.00	0.00	124.99	(124.99)	100.00
301.851 - Retiree Employer Health Care PSFY	24,000.00	24,000.00	1,535.98	22,464.02	6.40
334.000 - Metro Police Authority	995,200.00	995,200.00	242,731.75	752,468.25	24.39
336.000 - Fire Department	178,200.00	178,200.00	56,134.79	122,065.21	31.50
345.000 - PUBLIC SAFETY BUILDING	51,632.26	51,632.26	4,622.79	47,009.47	8.95
410.000 - Building & Zoning & Planning	81,648.24	81,648.24	2,465.71	79,182.53	3.02
410.025 - 2017 CDBG 5157 Morrish Demo	0.00	375.00	0.00	375.00	0.00
448.000 - Lighting	140,000.00	140,000.00	0.00	140,000.00	0.00
781.000 - Facilities - Pajtas Amphitheat	2,217.98	2,217.98	179.56	2,038.42	8.10
782.000 - Facilities - Abrams Park	41,629.78	41,629.78	5,611.64	36,018.14	13.48
783.000 - Facilities - Elms Rd Park	62,552.39	62,552.39	5,083.46	57,468.93	8.13
783.016 - Elms Park Brm-Trail Reno RP15-000	55,622.57	2,710.50	0.00	2,710.50	0.00
784.000 - Facilities - Bicentennial Park	1,527.00	1,527.00	77.10	1,449.90	5.05
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	0.00	150,000.00	0.00
787.000 - Veterans Memorial Park	3,273.55	3,273.55	506.42	2,767.13	15.47
790.000 - Facilities-Senior Center/Libr	36,065.22	36,065.22	3,978.11	32,087.11	11.03
790.012 - CDBG Senior Center Operations	1,724.00	1,724.00	0.00	1,724.00	0.00
793.000 - Facilities - New City Hall	19,468.56	19,468.56	1,872.10	17,596.46	9.62

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
794.000 - Community Promotions Program	32,056.05	32,056.05	3,396.61	28,659.44	10.60
796.000 - Facilities - Cemetary	2,535.77	2,535.77	116.33	2,419.44	4.59
797.000 - Facilities - City Parking Lots	105,825.60	105,825.60	80.59	105,745.01	0.08
851.000 - Retired Employee Health Care	26,800.00	26,800.00	721.16	26,078.84	2.69
852.000 - Insurance Claims Assessmernt (Tax)	110.00	110.00	8.60	101.40	7.82
965.000 - Transfers Out	168,730.00	168,730.00	0.00	168,730.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>2,544,639.37</b>	<b>2,492,102.30</b>	<b>361,615.45</b>	<b>2,130,486.85</b>	
<b>Fund 101 - General Fund:</b>					
TOTAL REVENUES	2,441,377.00	2,414,507.13	166,226.59	2,248,280.54	6.88
TOTAL EXPENDITURES	2,544,639.37	2,492,102.30	361,615.45	2,130,486.85	14.51
NET OF REVENUES & EXPENDITURES	(103,262.37)	(77,595.17)	(195,388.86)	117,793.69	
<b>Fund 202 - Major Street Fund</b>					
000.000 - General	419,300.00	419,300.00	(35,093.76)	454,393.76	(8.37)
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	(495.24)	5,695.24	(9.52)
453.105 - Fairchild-Cappy to Miller TIP	230,601.00	230,601.00	0.00	230,601.00	0.00
478.000 - Snow & Ice Removal	500.00	500.00	0.00	500.00	0.00
<b>TOTAL REVENUES</b>	<b>655,601.00</b>	<b>655,601.00</b>	<b>(35,589.00)</b>	<b>691,190.00</b>	
228.000 - Information Technology	825.00	825.00	77.41	747.59	9.38
429.000 - Occupational Safety	26.91	26.91	0.00	26.91	0.00
441.000 - Miller Rd Park & Ride	6,787.80	6,787.80	500.47	6,287.33	7.37
449.500 - Right of Way - General	10,000.00	10,000.00	0.00	10,000.00	0.00
449.501 - Right of Way - Storms	200.00	200.00	0.00	200.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	288,251.00	288,251.00	0.00	288,251.00	0.00
463.000 - Routine Maint - Streets	104,333.87	104,333.87	4,837.66	99,496.21	4.64

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
463.104 - Winston Drive Reconstruction	1,200.00	1,200.00	0.00	1,200.00	0.00
473.000 - Routine Maint - Bridges	400.00	400.00	0.00	400.00	0.00
474.000 - Traffic Services	39,708.00	39,708.00	2,989.28	36,718.72	7.53
478.000 - Snow & Ice Removal	41,544.80	41,544.80	106.65	41,438.15	0.26
482.000 - Administrative	18,887.00	18,887.00	329.39	18,557.61	1.74
538.500 - Intercommunity storm drains	7,000.00	7,000.00	911.64	6,088.36	13.02
786.000 - Non-Motorized Trailway	20,000.00	20,000.00	0.00	20,000.00	0.00
965.000 - Transfers Out	85,000.00	85,000.00	0.00	85,000.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>624,164.38</b>	<b>624,164.38</b>	<b>9,752.50</b>	<b>614,411.88</b>	
<b>Fund 202 - Major Street Fund:</b>					
TOTAL REVENUES	655,601.00	655,601.00	(35,589.00)	691,190.00	5.43
TOTAL EXPENDITURES	624,164.38	624,164.38	9,752.50	614,411.88	1.56
NET OF REVENUES & EXPENDITURES	31,436.62	31,436.62	(45,341.50)	76,778.12	
<b>Fund 203 - Local Street Fund</b>					
000.000 - General	133,125.00	133,125.00	(11,106.26)	144,231.26	(8.34)
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
463.000 - Routine Maint - Streets	475.00	475.00	0.00	475.00	0.00
478.000 - Snow & Ice Removal	300.00	300.00	0.00	300.00	0.00
931.000 - Transfers IN	596,500.00	596,500.00	0.00	596,500.00	0.00
<b>TOTAL REVENUES</b>	<b>745,400.00</b>	<b>745,400.00</b>	<b>(11,106.26)</b>	<b>756,506.26</b>	
228.000 - Information Technology	825.00	825.00	77.42	747.58	9.38
449.500 - Right of Way - General	8,800.00	8,800.00	60.00	8,740.00	0.68
449.501 - Right of Way - Storms	1,500.00	1,500.00	0.00	1,500.00	0.00
463.000 - Routine Maint - Streets	261,810.47	261,810.47	4,141.45	257,669.02	1.58

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
463.103 - Worcester/Chesterfield Reconstru	1,536,996.02	0.00	0.00	0.00	0.00
463.105 - Daval Reconstruction	96,386.78	96,386.78	0.00	96,386.78	0.00
474.000 - Traffic Services	8,990.20	8,990.20	796.07	8,194.13	8.85
478.000 - Snow & Ice Removal	50,206.02	50,206.02	178.13	50,027.89	0.35
482.000 - Administrative	19,538.64	19,538.64	311.28	19,227.36	1.59
538.500 - Intercommunity storm drains	6,800.00	6,800.00	911.64	5,888.36	13.41
<b>TOTAL EXPENDITURES</b>	<b>1,991,853.13</b>	<b>454,857.11</b>	<b>6,475.99</b>	<b>448,381.12</b>	
<b>Fund 203 - Local Street Fund:</b>					
TOTAL REVENUES	745,400.00	745,400.00	(11,106.26)	756,506.26	1.49
TOTAL EXPENDITURES	1,991,853.13	454,857.11	6,475.99	448,381.12	1.42
NET OF REVENUES & EXPENDITURES	(1,246,453.13)	290,542.89	(17,582.25)	308,125.14	
<b>Fund 204 - MUNICIPAL STREET FUND</b>					
000.000 - General	628,290.00	628,290.00	72,797.01	555,492.99	11.59
<b>TOTAL REVENUES</b>	<b>628,290.00</b>	<b>628,290.00</b>	<b>72,797.01</b>	<b>555,492.99</b>	
905.000 - Debt Service	164,444.40	164,444.40	320.83	164,123.57	0.20
965.000 - Transfers Out	462,000.00	462,000.00	0.00	462,000.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>626,444.40</b>	<b>626,444.40</b>	<b>320.83</b>	<b>626,123.57</b>	
<b>Fund 204 - MUNICIPAL STREET FUND:</b>					
TOTAL REVENUES	628,290.00	628,290.00	72,797.01	555,492.99	11.59
TOTAL EXPENDITURES	626,444.40	626,444.40	320.83	626,123.57	0.05
NET OF REVENUES & EXPENDITURES	1,845.60	1,845.60	72,476.18	(70,630.58)	
<b>Fund 226 - Garbage Fund</b>					
000.000 - General	393,465.00	393,465.00	44,744.18	348,720.82	11.37
<b>TOTAL REVENUES</b>	<b>393,465.00</b>	<b>393,465.00</b>	<b>44,744.18</b>	<b>348,720.82</b>	
000.000 - General	10,373.00	10,373.00	0.00	10,373.00	0.00
101.000 - Council	5,865.88	5,865.88	1,256.33	4,609.55	21.42

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	8,937.06	8,937.06	1,436.03	7,501.03	16.07
201.000 - Finance,Budgeting,Accounting	6,497.00	6,497.00	216.22	6,280.78	3.33
215.000 - Aministration and Clerk	4,587.00	4,587.00	275.77	4,311.23	6.01
228.000 - Information Technology	2,200.00	2,200.00	578.29	1,621.71	26.29
253.000 - Treasurer	7,993.00	7,993.00	460.38	7,532.62	5.76
257.000 - Assessor	3,000.00	3,000.00	0.00	3,000.00	0.00
528.000 - Sanitation Collection	282,905.90	282,905.90	514.83	282,391.07	0.18
530.000 - Wood Chipping	41,993.60	41,993.60	6,273.09	35,720.51	14.94
782.000 - Facilities - Abrams Park	3,366.80	3,366.80	1,019.58	2,347.22	30.28
783.000 - Facilities - Elms Rd Park	5,384.54	5,384.54	935.48	4,449.06	17.37
793.000 - Facilities - New City Hall	3,904.49	3,904.49	387.82	3,516.67	9.93
<b>TOTAL EXPENDITURES</b>	<b>387,008.27</b>	<b>387,008.27</b>	<b>13,353.82</b>	<b>373,654.45</b>	
<b>Fund 226 - Garbage Fund:</b>					
TOTAL REVENUES	393,465.00	393,465.00	44,744.18	348,720.82	11.37
TOTAL EXPENDITURES	387,008.27	387,008.27	13,353.82	373,654.45	3.45
NET OF REVENUES & EXPENDITURES	6,456.73	6,456.73	31,390.36	(24,933.63)	
<b>Fund 248 - Downtown Development Fund</b>					
000.000 - General	49,600.00	49,600.00	3.35	49,596.65	0.01
728.004 - Family Movie Night	1,000.00	1,000.00	0.00	1,000.00	0.00
<b>TOTAL REVENUES</b>	<b>50,600.00</b>	<b>50,600.00</b>	<b>3.35</b>	<b>50,596.65</b>	
173.000 - DDA Administration	3,365.00	3,365.00	2.35	3,362.65	0.07
728.000 - Economic Development	10,125.00	10,125.00	0.00	10,125.00	0.00
728.002 - Streetscape	101,200.00	101,200.00	0.00	101,200.00	0.00
728.003 - Facade Program	10,000.00	10,000.00	0.00	10,000.00	0.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
728.004 - Family Movie Night	3,900.00	3,900.00	868.00	3,032.00	22.26
TOTAL EXPENDITURES	128,590.00	128,590.00	870.35	127,719.65	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	50,600.00	50,600.00	3.35	50,596.65	0.01
TOTAL EXPENDITURES	128,590.00	128,590.00	870.35	127,719.65	0.68
NET OF REVENUES & EXPENDITURES	(77,990.00)	(77,990.00)	(867.00)	(77,123.00)	
Fund 350 - City Hall Debt Fund					
000.000 - General	14.50	14.50	0.10	14.40	0.69
931.000 - Transfers IN	88,730.00	88,730.00	0.00	88,730.00	0.00
TOTAL REVENUES	88,744.50	88,744.50	0.10	88,744.40	
905.000 - Debt Service	89,480.00	89,480.00	0.00	89,480.00	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,744.50	88,744.50	0.10	88,744.40	0.00
TOTAL EXPENDITURES	89,480.00	89,480.00	0.00	89,480.00	0.00
NET OF REVENUES & EXPENDITURES	(735.50)	(735.50)	0.10	(735.60)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	70.00	70.00	(865.72)	935.72	(1,236.74)
931.000 - Transfers IN	30,000.00	30,000.00	0.00	30,000.00	0.00
TOTAL REVENUES	30,070.00	30,070.00	(865.72)	30,935.72	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	30,070.00	30,070.00	(865.72)	30,935.72	2.88
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES	30,070.00	30,070.00	(865.72)	30,935.72	
Fund 590 - Water Supply Fund					
000.000 - General	1,100.00	1,100.00	(6,699.72)	7,799.72	(609.07)
540.000 - Water System	2,164,550.00	2,164,550.00	(68,054.93)	2,232,604.93	(3.14)
TOTAL REVENUES	2,165,650.00	2,165,650.00	(74,754.65)	2,240,404.65	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
000.000 - General	71,858.10	71,858.10	0.00	71,858.10	0.00
101.000 - Council	8,736.44	8,736.44	3,186.14	5,550.30	36.47
172.000 - Executive	28,347.05	28,347.05	4,173.11	24,173.94	14.72
201.000 - Finance,Budgeting,Accounting	20,581.00	20,581.00	806.45	19,774.55	3.92
215.000 - Aministraton and Clerk	17,209.00	17,209.00	1,051.78	16,157.22	6.11
228.000 - Information Technology	6,855.00	6,855.00	1,914.02	4,940.98	27.92
253.000 - Treasurer	28,629.00	28,629.00	1,751.74	26,877.26	6.12
540.000 - Water System	1,974,615.10	1,974,615.10	21,428.19	1,953,186.91	1.09
542.000 - Read and Bill	53,243.20	53,243.20	3,063.36	50,179.84	5.75
793.000 - Facilities - New City Hall	9,588.51	9,588.51	964.88	8,623.63	10.06
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00
905.000 - Debt Service	49,115.60	49,115.60	95.83	49,019.77	0.20
<b>TOTAL EXPENDITURES</b>	<b>2,280,778.00</b>	<b>2,280,778.00</b>	<b>38,435.50</b>	<b>2,242,342.50</b>	
<b>Fund 590 - Water Supply Fund:</b>					
TOTAL REVENUES	2,165,650.00	2,165,650.00	(74,754.65)	2,240,404.65	3.45
TOTAL EXPENDITURES	2,280,778.00	2,280,778.00	38,435.50	2,242,342.50	1.69
NET OF REVENUES & EXPENDITURES	(115,128.00)	(115,128.00)	(113,190.15)	(1,937.85)	
<b>Fund 591 - Sanitary Sewer Fund</b>					
000.000 - General	1,080.00	1,080.00	(4,792.98)	5,872.98	(443.79)
536.000 - Sewer System	1,287,485.00	1,287,485.00	(26,809.97)	1,314,294.97	(2.08)
<b>TOTAL REVENUES</b>	<b>1,288,565.00</b>	<b>1,288,565.00</b>	<b>(31,602.95)</b>	<b>1,320,167.95</b>	
000.000 - General	23,582.50	23,582.50	0.00	23,582.50	0.00
101.000 - Council	8,336.44	8,336.44	3,186.07	5,150.37	38.22
172.000 - Executive	29,315.89	29,315.89	4,173.01	25,142.88	14.23



GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
201.000 - Finance,Budgeting,Accounting	19,646.00	19,646.00	806.37	18,839.63	4.10
215.000 - Aministration and Clerk	15,744.00	15,744.00	1,051.81	14,692.19	6.68
228.000 - Information Technology	6,900.00	6,900.00	1,914.02	4,985.98	27.74
253.000 - Treasurer	29,730.00	29,730.00	1,751.86	27,978.14	5.89
536.000 - Sewer System	950,565.12	950,565.12	4,039.97	946,525.15	0.43
537.000 - Sewer Lift Stations	14,257.20	14,257.20	815.40	13,441.80	5.72
542.000 - Read and Bill	59,561.04	59,561.04	4,056.88	55,504.16	6.81
543.401 - Flush & TV Sewers	30,904.00	30,904.00	0.00	30,904.00	0.00
543.408 - Sewer Rehab Phase 8	220,000.00	220,000.00	0.00	220,000.00	0.00
793.000 - Facilities - New City Hall	10,861.55	10,861.55	961.12	9,900.43	8.85
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>1,429,403.74</b>	<b>1,429,403.74</b>	<b>22,756.51</b>	<b>1,406,647.23</b>	
<b>Fund 591 - Sanitary Sewer Fund:</b>					
TOTAL REVENUES	1,288,565.00	1,288,565.00	(31,602.95)	1,320,167.95	2.45
TOTAL EXPENDITURES	1,429,403.74	1,429,403.74	22,756.51	1,406,647.23	1.59
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(140,838.74)</b>	<b>(140,838.74)</b>	<b>(54,359.46)</b>	<b>(86,479.28)</b>	
<b>Fund 661 - Motor Pool Fund</b>					
000.000 - General	161,750.00	161,750.00	10,180.88	151,569.12	6.29
<b>TOTAL REVENUES</b>	<b>161,750.00</b>	<b>161,750.00</b>	<b>10,180.88</b>	<b>151,569.12</b>	
172.000 - Executive	11,424.12	11,424.12	10,420.00	1,004.12	91.21
201.000 - Finance,Budgeting,Accounting	7,602.00	7,602.00	448.39	7,153.61	5.90
228.000 - Information Technology	865.00	865.00	245.59	619.41	28.39
795.000 - Facilities - City Garage	153,877.11	153,877.11	3,604.25	150,272.86	2.34
<b>TOTAL EXPENDITURES</b>	<b>173,768.23</b>	<b>173,768.23</b>	<b>14,718.23</b>	<b>159,050.00</b>	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 07/31/2018	AVAILABLE BALANCE	% BDGT USED
<b>Fund 661 - Motor Pool Fund:</b>					
TOTAL REVENUES	161,750.00	161,750.00	10,180.88	151,569.12	6.29
TOTAL EXPENDITURES	173,768.23	173,768.23	14,718.23	159,050.00	8.47
NET OF REVENUES & EXPENDITURES	(12,018.23)	(12,018.23)	(4,537.35)	(7,480.88)	
<b>Fund 865 - Sidewalks</b>					
478.000 - Snow & Ice Removal	1,400.00	1,400.00	0.00	1,400.00	0.00
TOTAL REVENUES	1,400.00	1,400.00	0.00	1,400.00	0.00
478.000 - Snow & Ice Removal	1,950.00	1,950.00	0.00	1,950.00	0.00
TOTAL EXPENDITURES	1,950.00	1,950.00	0.00	1,950.00	0.00
<b>Fund 865 - Sidewalks:</b>					
TOTAL REVENUES	1,400.00	1,400.00	0.00	1,400.00	0.00
TOTAL EXPENDITURES	1,950.00	1,950.00	0.00	1,950.00	0.00
NET OF REVENUES & EXPENDITURES	(550.00)	(550.00)	0.00	(550.00)	
<b>Fund 866 - Weed Fund</b>					
000.000 - General	7,000.00	7,000.00	1,200.00	5,800.00	17.14
TOTAL REVENUES	7,000.00	7,000.00	1,200.00	5,800.00	
000.000 - General	1,000.00	1,000.00	300.00	700.00	30.00
TOTAL EXPENDITURES	1,000.00	1,000.00	300.00	700.00	
<b>Fund 866 - Weed Fund:</b>					
TOTAL REVENUES	7,000.00	7,000.00	1,200.00	5,800.00	17.14
TOTAL EXPENDITURES	1,000.00	1,000.00	300.00	700.00	30.00
NET OF REVENUES & EXPENDITURES	6,000.00	6,000.00	900.00	5,100.00	

Tonya Evans  
7410 Crystal Lake Dr. #9  
Swartz Creek, MI 48473

August 21, 2018

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

Dear Mr. Zettel,

I am proposing to you and all interested parties a land contract for the purchase of 5256 Don Shenk Drive. I have enclosed a land contract agreement for your review to include a down payment of \$20,000 and monthly payments of \$1000.00 until I am approved for financing. Upon approval for financing before contract end date, I will provide all necessary documents and payment of the home in full, less the amount of deposit and monthly payments provided until said date. I will assume the responsibility of all maintenance of the property to preserve the current value and/or increase the value of the property. I look forward to hearing from you with any questions or additional information needed at this time. Thank you in advance for consideration of the proposed offer.

Sincerely,  
Tonya Evans

**LAND CONTRACT**

**Furnished By: Sargent's Title Company**

File No. \_\_\_\_\_

This Contract, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

\_\_\_\_\_ whose address is \_\_\_\_\_, \_\_\_\_\_ hereinafter referred to as the "Seller" and \_\_\_\_\_

\_\_\_\_\_ whose address is \_\_\_\_\_, \_\_\_\_\_ hereinafter referred to as the "Purchaser"

Witnesseth:

**1. THE SELLER AGREES AS FOLLOWS:**

(a) To sell and convey to the Purchaser land in the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, Michigan, described as:

Reference Information: Mailing Address: \_\_\_\_\_

Permanent Parcel No.: \_\_\_\_\_

together with all tenements, hereditaments, improvements and appurtenances, including all lighting fixtures, plumbing fixtures, shades, venetian blinds, curtain rods, storm windows, storm doors, screens, awnings, if any, and now on the premises, and subject to all restrictions, easements and reservations, in the chain of title, or of record, or which would show on examination of the premises.

(b) That the consideration for the sale of the above described premises to the Purchaser is: \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, of which the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, has heretofore been paid to the Seller, the receipt of which is hereby acknowledged, and the balance of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, is to be paid to the Seller, with interest on any part thereof at any time unpaid at the rate of \_\_\_\_\_ ( \_\_\_\_\_) per cent, per annum while the Purchaser is not in default, and at the rate of \_\_\_\_\_ ( \_\_\_\_\_) per cent, per annum when and as often as the Purchaser is in default. This balance of purchase money and interest shall be paid in monthly installments of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars each, or more at Purchaser's option, on the \_\_\_\_\_ of each month beginning \_\_\_\_\_; said payments to be applied first upon interest and the balance on principal; PROVIDED, the entire purchase money and interest shall be fully paid within \_\_\_\_\_ from the date hereof, anything herein to the contrary notwithstanding.

(c) Upon receiving payment in full of all sums owing herein, less the amount then due on any existing mortgage or mortgages, and the surrender of the duplicate of this contract, to execute and deliver to the Purchaser or the Purchaser's assigns, a good and sufficient Warranty Deed conveying title to said land, subject to aforesaid restrictions and easements and subject to any then existing mortgage or mortgages, and free from all other encumbrances, except such as may be herein set forth, and except such encumbrances as shall have accrued or attached since the date hereof through the acts or omissions of persons other than the Seller or his assigns.

(d) To deliver to the Purchaser as evidence of title, at the Seller's option, either a Policy of Title Insurance or Abstract of Title, the effective date of the policy or certification date of Abstract to be approximately the date of this contract, and issued by \_\_\_\_\_. The Seller shall have the right to retain possession of this evidence of title during the life of this contract and upon demand, shall lend it to the Purchaser upon pledging of a reasonable security.

**2. THE PURCHASER AGREES AS FOLLOWS:**

- (a) To purchase said land and pay the Seller the sum aforesaid, with the interest thereon as above provided.
- (b) To use, maintain and occupy said premises in accordance with any and all restrictions thereon.
- (c) To keep the premises in accordance with all police, sanitary and other regulations imposed by any governmental authority.
- (d) To pay all taxes and assessments hereafter levied on said premises before any penalty for non-payment attaches thereto, and submit receipts to Seller upon request, as evidence of payment thereof; also at all times to keep the buildings now or hereafter on the premises insured against loss or damage, in manner and to an amount approved by the Seller, and to deliver the policies as issued to the Seller with the premiums fully paid.

If the amount of the estimated monthly cost of Taxes, Assessments and Insurance is inserted in the following Paragraph 2(e), then the method of the payment of these items as therein indicated shall be adopted. If this amount is not inserted, then Paragraph 2(e) shall be of no effect and the method of payment provided in the preceding Paragraph 2(d) shall be effective.

- (e) To pay monthly in addition to the monthly payments herein before stipulated, the sum of \_\_\_\_\_ (\$\_\_\_\_\_ ) Dollars, which is an estimate of the monthly cost of the taxes, assessments and insurance premiums for said premises, which shall be credited by the Seller on the unpaid principal balance due on the contract. If the Purchaser is not in default under the terms of this contract, the Seller shall pay for the Purchaser's account, the taxes, assessments and insurance premiums mentioned in Paragraph 2(d) above when due and before any penalty attaches, and submit receipts therefore to the Purchaser upon demand. The amounts so paid shall be added to the principal balance of this contract. The amount of the estimated monthly payment, under this paragraph, may be adjusted from time to time so that the amount received shall approximate the total sum required annually for taxes, assessments and insurance. This adjustment shall be made on demand of either of the parties and the Purchaser upon the Seller's demand shall pay any deficiencies.
- (f) That he has examined the Title Insurance Commitment dated \_\_\_\_\_, issued by: \_\_\_\_\_, Agent for: \_\_\_\_\_, covering the above described premises, and is satisfied with the marketability of the title shown thereby, and as examined the above described premises and is satisfied with the physical condition of any structures thereon.
- (g) To keep and maintain the premises and the buildings thereon in as good condition as they are at the date hereof and not to commit waste, remove or demolish any improvements thereon, or otherwise diminish the value of the Seller's security, without the written consent of the Seller.

**3. THE SELLER AND PURCHASER MUTUALLY AGREE AS FOLLOWS:**

- (a) That the Seller may, at any time during the continuance of this contract encumber said land by mortgage or mortgages to secure not more than the unpaid balance of this contract at the time such mortgage or mortgages are executed. Such mortgage or mortgages shall be payable in not less than three (3) years from date of execution thereof and shall provide for payment of principal and interest in monthly installments which do not exceed such installments provided for in this contract; or on such other terms as may be agreed upon by the Seller and Purchaser, and shall be a first lien upon the land superior to the rights of the Purchaser herein; provided notice of the execution of said mortgage or mortgages containing the name and address of the mortgagee or his agent, the amount of such mortgage or mortgages, the rate of interest and maturity of the principal and interest shall be sent to the Purchaser by registered mail promptly after execution thereof. Purchaser will, on demand, execute any instruments demanded by the Seller, necessary or requisite to subordinate the rights of the Purchaser hereunder to the lien of any such mortgage or mortgages. In event said Purchaser shall refuse to execute any instruments demanded by the Seller and shall refuse to accept such registered mail hereinbefore provided, or said registered mail shall be returned unclaimed, then the Seller may post such notice in two conspicuous places on said premises, and upon making affidavit duly sworn to of such posting, this proceeding shall operate the same as if said Purchaser had consented to the execution of said mortgage or mortgages, and Purchaser's rights shall be subordinate to said mortgage or mortgages as hereinbefore provided. The consent obtained, or subordination as otherwise herein provided, under or by virtue of the foregoing power, shall extend to any and all renewals or extensions or amendments of said mortgage or mortgages, after Seller has given notice to the Purchaser as above provided for giving notice of the execution of said mortgage or mortgages.

- (b) That if the Seller's interest be that of land contract, or now or hereafter be encumbered by mortgage, the Seller shall meet the payments of principal and interest thereon as they mature and produce evidence thereof to the Purchaser on demand, and in default of the Seller said Purchaser may pay the same. Such payments by Purchaser shall be credited on the sums matured or first maturing hereon, with interest at 7 per cent per annum on payments so made. If proceedings are commenced to recover possession or to enforce the payment of such contract or mortgage because of the Seller's default, the Purchaser may at any time thereafter, while such proceedings are pending, encumber said land by mortgage, securing such sum as can be obtained, upon such terms as may be required, and with the proceeds pay and discharge such mortgage, or purchase money lien. Any mortgage so given shall be a first lien upon the land superior to the rights of the Seller therein, and thereafter the Purchaser shall pay the principal and interest on such mortgage so given as they mature, which payments shall be credited on the sums matured or first maturing hereon. When the sum owing hereon is reduced to the amount owing upon such contract or mortgage or owing on any mortgage executed under either of the powers in this contract contained, a conveyance shall be made in the form above provided containing a covenant by the grantee to assume and agree to pay the same.
- (c) That if default is made by the Purchaser in the payment of any taxes, assessments or insurance premiums, or in the payment of the sums provided for in paragraph 2(e), or in the delivery of any policy as hereinbefore provided, the Seller may pay such taxes or premiums or procure such insurance and pay the premiums or premiums thereon, and any sum or sums so paid shall be a further lien on the land and premises, payable by the Purchaser to the Seller forthwith with interest at the rate applicable during Purchaser's default as set forth in Paragraph 1(b) hereof.
- (d) No assignment or conveyance by the Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof, duly witnessed and acknowledged, together with the residence address of such assignee, shall be delivered to the Seller. Purchaser's liability hereunder shall not be released or affected in any way by delivery of such assignment, or by Seller's endorsement of receipt and/or acceptance thereon.
- (e) The Purchaser shall have the right to possession of the premises from and after the date hereof, unless otherwise herein provided, and be entitled to retain possession thereof only so long as there is no default on his part in carrying out the terms and conditions hereof. In the event the premises hereinabove described are vacant or unimproved, the Purchaser shall be deemed to be in constructive possession only, which possessory right shall cease and terminate after service of a notice of forfeiture of this contract. Erection of signs by Purchaser on vacant or unimproved property shall not constitute actual possession by him.
- (f) If the Purchaser shall fail to perform this contract or any part thereof, the Seller immediately after such default shall have the right to declare the same forfeited and void, and retain whatever may have been paid hereon, and all improvements that may have been made upon the premises, together with additions and accretions thereto, and consider and treat the Purchaser as his tenant holding over without permission and may take immediate possession of the premises, and the Purchaser and each and every other occupant removed and put out. In all cases where a notice of forfeiture is relied upon by the Seller to terminate rights hereunder, such notice shall specify all unpaid moneys and other breaches of this contract and shall declare forfeiture of this contract effective in fifteen days after service unless such money is paid and any other breaches of this contract are cured within that time.
- (g) If default is made by the Purchaser and such default continued for a period of forty-five days or more, and the Seller desires to foreclose this contract in equity, then the Seller shall have at his option the right to declare the entire unpaid balance hereunder to be due and payable forthwith, notwithstanding anything herein contained to the contrary.
- (h) The wife of the Seller, for a valuable consideration, joins herein and agrees to join in the execution of the deed to be made in fulfillment hereof.
- (i) Time shall be deemed to be of the essence of this contract.
- (j) The individual parties hereto represent themselves to be of full age, and the corporate parties hereto represent themselves to be valid existing corporations with their charters in full force and effect.
- (k) Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this contract shall be presumed conclusively to have been served upon the Purchaser if such instrument is enclosed in an envelope with first class postage fully prepaid, if said envelope is addressed to the Purchaser at the address set forth in the heading of this contract or at the latest other address which may have been specified by the Purchaser and receipted for in writing by the Seller, and if said envelope is deposited in a United States Post Office Box.
- (l)

The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as is written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, devisees, legatees, assigns and successors of the respective parties.

In Witness Whereof, the parties hereto have executed this contract in duplicate the day and year first above written.

Signed in the presence of:

_____	_____	(Seller)
_____	_____	(Seller)
_____	_____	(Buyer)
_____	_____	(Buyer)

STATE OF \_\_\_\_\_ )ss.  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public in and for the said County appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the persons described in and who executed the foregoing instrument and respectively acknowledged the execution thereof to be their free act and deed, and who have sworn that they are over 18 years of age.

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

Drafted By:

File No. \_\_\_\_\_  
After Recording, Return to: Sargent's Title Company