

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, November 26, 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 November 12, 2018 MOTION Pg. 30
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. MDOT Pavement Warranty Program Pg. 38
6C. Small Cell Legislation Impact Pg. 40
6D. Purchasing Policy Draft Pg. 87
6E. Board and Commission Descriptions/Requirements Pg. 93
6F. Proposed Amendments to Metro Interlocal Agreement Pg. 106
6G. Annual Christmas Parade Permit Pg. 111
6H. Safe Routes to School Proposal Pg. 116
6I. October Budget Report Pg. 120
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Appointments RESO Pg. 14
8B. Sidewalk, Right-of-way, & Parking Fine Ordinance Amendment RESO Pg. 17
8C. City Rates and Fees RESO Pg. 19
8D. Purchase Policy Amendment DISCUSSION
8E. Small Cell Legislation DISCUSSION
8F. Metro PD Interlocal Agreement DISCUSSION
8G. Annual Christmas Parade Permit RESO Pg. 29
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Metro Police:	Wednesday, November 28, 2018, 10:00 a.m., Metro PD
City Council:	Monday, December 3, 2018, 7:00 p.m., PDBMB
Planning Commission:	Tuesday, December 4, 2018, 7:00 p.m., PDBMB
Park Board:	Wednesday, December 5, 2018, 5:30 p.m., PDBMB
City Council:	Monday, December 10, 2018, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, December 13, 2018, 6:00 p.m., PDBMB
Fire Board:	Monday, November 17, 2018, 6:00 p.m., Public Safety Bldg
City Council:	Monday, January 14, 2019, 7:00 p.m., PDBMB

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, November 26, 2018 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: November 21, 2018

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

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

The golf appraisal has been completed and supports the city's conclusions. It is unclear if they even submitted an appraisal for their petition. In the short run, this is good news because the value should be maintained. In the long run, this is a good example of how the MTT process places the burden of proof on the taxpayers instead of the petitioner when it comes to demonstrating value, costing thousands per year to justify frivolous claims. We intend to seek compensation from the petitioner via an order from the MTT for unwarranted defense expenditures.

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. These anomalies included a drastic change in the requested value days before the end of the discovery process. The MTT accepted this change but denied the city an extension to respond. Because of this, we are leery of entering into negotiations.

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 professional service firm that was previously retained for other appraisal work to complete both appraisals. The cost will be \$4,500-\$5,000 for both appraisals.

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

✓ **2017-2020 TRAFFIC IMPROVEMENT PROGRAM (TIP)** (*Update*)

Preliminary engineering and design for Fairchild Street is complete, and the grade inspection with the state is complete. We are on track to bid this coming winter for 2019 construction.

A call for projects for the 2020-2023 cycle is out for the TIP. Submission of projects is underway and will include: the west end of Miller Road, Seymour Road, and Morrish Road (Bristol to Miller). The applications were submitted on November 16th. If any projects are accepted, we will look to schedule them and budget accordingly.

✓ **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.

Installation of lighting on Worcester, Chesterfield, and Winston is complete. We plan to decorate these poles similar to the downtown poles for seasonal themes using existing décor or inexpensive wraps as they come available.

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

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

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

2018-2019 winter sewer projects have been approved. The scope includes lining improvements and video service at a cost of \$197,772. There are some small connections between collectors in the Winchester Village that need to be done. Liquiforce will also complete the large collector on Durwood and a downtown line, School Street.

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.

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

We are moving forward with the USDA water main replacement project. OHM is beginning survey work and engineering. On September 13th, we met with the feds about other steps and conditions of funding. We are in a good position to benefit from the nearly \$5,000,000 grant/loan, with the understanding that we will be putting the project out to bid in 2019, with some components to be completed in 2020 and 2021.

In addition, the Genesee County Drain Commission - Water and Waste Services Division has officially given the city notice 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.

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.

Lastly, the city should probably complete full demolition on the “Brown Road” site (the old well head) and sell this property. This is not a high priority, but it is now on our radar.

✓ **POLICE SERVICE** *(Update)*

There is a push by Metro PD and Mundy Township to consider some changes to the interlocal agreement. I am including two separate proposals about various initiatives. One proposal was drafted by the Metro PD attorney and reflects the need to update the agreement to add structure to the current parking/ordinance enforcement revenue practices that the city and Metro are engaged in. This is not a pressing matter, but it is one that should be addressed.

The second is a series of changes drafted by Mr. Belzer, Mundy Township’s attorney, that looks to transfer some contractual and personnel powers from the Metro administration to the Metro board. This is a topic of some discussion and no general level of acceptance by the Mundy Township Board.

Mundy Township has reached out and indicated that they would like their manager and an elected official to meet with myself and one of the city’s elected officials to consider these options and any others that may arise. I plan to briefly discuss this at the meeting and look to have the council designate a member to attend these meetings. Obviously, if there are any other matters that council members feel should be addressed as it relates to the interlocal agreement, now is the time.

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

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** *(No Change of Status)*

The December newsletter is right around the corner. Let me know if you have content.

✓ **HOLLAND SQUARE & STREETSCAPE** *(Update)*

The city/DDA is proceeding with design of the streetscape and square features, with the intention of bidding the project this winter and constructing improvements in 2019. A steering committee, similar to the street project review committee, has assisted with development of details. The scope of work has been altered from a focus around Holland Square to a focus on the streetscape. This has made the process more routine since streetscape features offer fewer variables.

The group met on October 16th and made recommendations concerning lighting, forestry, crosswalks, materials, colors, and other features. Plans are almost complete and I hope to have the council sign off on bidding the plans in December. Council will also have their final say in design, award, and budget of this endeavor.

OHM Advisors has been responsible for 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 over \$350,000, necessitating additional general fund dollars as an advance or contribution.

✓ **TRAILS (Update)**

The DNR grant has been given a final score of 360 out of 520 points. This is an improvement of 100 points over the initial submission. We have been told that this was a qualifying score in the previous year. We still have not heard if an award is forthcoming.

The DNR grant can fund up to \$300,000 of the project as well. We will be seeking an amount close to that to offset the 35% that the city must cover to match the Enhancement grant. Again, we are submitting supplemental materials now.

The MDOT Enhancement Grant is conditionally awarded, but I will refrain from an announcement until money is obligated! 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.

Note 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. Any overages (price changes and change orders) will be locally covered as well.

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 (Update)**

The city council has approved the first changes to the zoning ordinance. This follows the zoning ordinance technical review that was done earlier this summer. More changes are expected.

The Economic Development Strategy Committee met on the 20th and further deliberated on the draft Economic Development Strategy. There is a strong sense that downtown design, function, and events are a priority that will require a strong

partnership with the city, DDA, and Chamber of Commerce. The next meeting of the Economic Development Strategy Committee will be at 10:00 a.m. on December 18th, at the Paul D. Bueche Municipal Building.

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)**

✓ **DOG PARK** *(Update)*

The scouts are still active in fundraising and plan to complete this. They apparently were able to raise another \$1,000 or so at the Baptist Church on October 27th!

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

I am not sure how this program faired in the community. I don't believe there was ever a critical mass of engaged users, but I could be wrong. As a promotional tool, part of the program included a voter selected contribution to a community project. The votes are in and a \$15,000 donation will be made to the trail system that is proposed! Consumers will look to present the check sometime in 2019!

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

This project seems cold and quiet. However, it appears there are still valid purchase agreements in place for the development, and there are state and local bureaucrats continuing work on contingency plans for utility and traffic modelling. It is anyone's guess at this point. Please see prior packets for information on the project and its evolution.

✓ **TAX REVERTED PROPERTY USE** *(No Change of Status)*

5157 Morrish Road has been sold. The vacant land on Wade Street has not been purchased, but the buyer says they will acquire it under approved terms.

✓ **8002 MILLER** *(No Change of Status)*

The ownership of Lasers has transferred and that party is now formally engaged in a lease for the lower level. We have released bids for the repair and upgrades desired to accommodate the existing user and to modernize the upstairs residential unit. Bids are coming in at the end of November and should be on the agenda of the December 3, 2018 meeting.

I am working with the potential buyer to ensure there is the ability to acquire the property under ideal and less than ideal lending and appraisal circumstances. This may require tempering of our investment if we are to remain conservative in our assumptions.

Please see the council packet of October 22 for prior reports.

✓ **MILLER ROAD DRAIN** *(Update)*

The contractor is working on repairs as weather permits.

✓ **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.

✓ **SCHOOL FACILITY PROPOSAL** *(Update)*

This section shall now be a standing section of the report, giving details on expectations for projects and their ongoing progress within the city and district. As of writing, we know the bond can be issued and work shall commence in 2019, 2020, and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

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

The DDA considered next steps at their meeting on September 13th. They approved the commission of a survey and architectural renderings. The survey is complete and architectural services are underway. Please see the DDA packet for details. In short, it appears the builder is interested in proceeding with fifteen 1,600 square foot, two story condos, with garages. There are opportunities and threats, of course, but exploration is proceeding methodically.

As noted in the last communication with the builder, there may be a potential 'ask' for sewer/water tap fee waivers in order to add value to other parts of the site. Though a common practice in economic development, the city has not done this in recent history. I would be interested to know what the council thinks.

✓ **MUNICIPAL CIVIL INFRACTIONS VIOLATIONS BUREAU** *(No Change of Status)*

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.

✓ **RECREATIONAL MARIJUANA** *(No Change of Status)*

Recreational marijuana was approved in Michigan. I do not have details on how this will play out. However, it appears we have time while the state pens regulations. See the packet of October 22 for details.

✓ **SPORTS CREEK RACEWAY GAMING COMMISSION** *(Update)*

The state has tentatively approved live race days for the Sports Creek Raceway. This approval is conditioned upon purchase or lease of the facility by the end of the month. As of writing, no purchase agreement (or subsequent transfer/lease) has occurred. Based on dialogue with numerous potential purchasers, it appears to me that the owner is not a willing seller. In the meantime, reports of blight, deterioration, and vandalism are pouring in. The community will need to have a frank discussion about the future of this site.

✓ **CDBG** *(Update)*

The CDBG pre-application has been submitted. Desirable projects include Swartz Creek Area Senior Services and improvement of the senior center facility (rear slider/drainage or parking area). The potential to place funds in the HOME Program also exists. This is a three year cycle, and I am not sure when the distributions will occur. This section may or may not remain in the report depending upon timing and relevance.

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

✓ **MONTHLY REPORTS** *(Update)*

The October Budget Report is included. The board/commission minutes and remaining monthly reports should be in the next two packets.

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

✓ **PLANNING COMMISSION** *(Update)*

The Apple Creek site plan that was approved by planning commission has been affirmed by the city council. Their next meeting is scheduled for December 4th. At this time there are no site plans, zoning requests, or planning initiatives scheduled.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** *(No Change of Status)*

The DDA met on September 13th. The board approved two façade grants, engineering services for the streetscape, and architectural services for the townhome project. They also co-hosted the Fall Family Fun Day on October 26th. Good things are happening!

Their November 8th meeting was indefinitely postponed because action items noted above were not yet prepared to proceed. The next regular meeting is scheduled for December 13th.

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

There are no pending or expected variances, appeals, or interpretations at this time.

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

The Park Board met on November 7th at city hall. The board discussed how storage requests are to be handled in Elms Park. This is due to the existing facilities for youth football, as well as incoming requests from other sports to have shed space in

the park. The board is considering requiring uniform storage structures and other options which are likely to be discussed with potential users at their meeting December. Minutes are forthcoming.

The next meeting will be on December 5th. Moving forward, the Christmas decorating contest judging will begin on December 9.

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

The Board of Review will meet on Tuesday, December 11 to correct qualified errors, Principal Residence Exemptions, taxable value uncapping, disabled veterans exemptions and poverty exemptions.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **FINES, FEES, AND RATES** (*Business Item*)

We are updating our city-wide rate and fee schedule. This is included as a resolution. The primary reason for doing so is to update penalties for parking violations. While the police department has always enforced parking violations, they are now officially operating the Parking Violations Bureau. Through the process of establishing enforcement goals and strategies, Metro PD has advocated for increased penalties to bring the community more in-line with those communities that have more success in creating a culture of compliance.

The goal is not to create revenue through such fines, but to instill a desire to comply due to the impact of the penalty. I support this initiative. The new rates and fees are included in the resolution. To ensure proper establishment of the rates under the new circumstances, there is another resolution to affect an ordinance change regarding such fees.

The ordinance also updates sections of the code that refer to outdated permit fee language for sidewalk and right of way permits in the same manner.

✓ **APPOINTMENTS** (*Business Item*)

As expected following an election, there are numerous appointments to make on a number of city boards and commissions. The Mayor has made recommendations for city council affirmations that are included in the accompanying resolution.

In most cases, extensions of existing appointments are proposed for those that still qualify. Some positions have been vacated due to resignations and disqualification. For example, with the election of Mr. Farmer to the city council, he is disqualified from remaining on the planning commission since Mr. Pinkston is the current council representative to the planning commission. This appointment therefore expires immediately.

I am including our application/job description so that you can see qualifications and expectations for various boards and commissions. Some that may not be listed can be found in the charter/ordinance. Contact myself or Mayor Krueger with any questions. Note that Park Board terms are proposed to be staggered. Currently, all nine are due to expire every three years on the same day. Proposed appointments will structure terms

so three members expire each year, with initial longer terms for those most recently appointed.

✓ **PURCHASING POLICY DRAFT** (*Business Item*)

As we continue to build a stronger local economic and social network in the community, we observe stronger connections between the school, business community, city, and social groups. This stronger web or network of connections is largely responsible for some of our less tangible quality of life initiatives, such as downtown events.

As city, school, and business members explore ways of enhancing this relationship to benefit the community, we have come across an area of perceived deficiency in the awarding of contracts by large institutional purchases such as the city and school. In a nutshell, the city and school have traditionally focused on the absolute lowest price instead of prioritizing local goods and services. There are pros and cons to this. The pro to an absolute cost model is efficiency in government. The con is the absence of community engagement incentives, less local economic growth, and economic 'leakage' (local dollars benefiting other communities).

After conversing with the Chamber of Commerce, the Mayor, and Swartz Creek Community Schools, we are proposing to start a local initiative to objectively promote local goods and services in the quoting and bidding of such goods and services. This is a common practice for municipalities elsewhere, and has been instrumental in some of the most positive local economic success stories around. I am including a draft policy addition, along with the existing purchasing ordinance and would like to discuss this at our meeting.

✓ **MDOT WARRANTY PROGRAM** (*Update*)

I am including an initial notice regarding state requirements for pavement warranties and reporting. Please see the attached correspondence. As you can see, the state legislative mandate will require some local policy updates and subsequent procedural follow-up on how we bid, guarantee, and report on road construction projects.

The goal is to create more efficiency on public road projects by guaranteeing work quality. In our experience, MDOT has not come to the rescue regarding warranties, even on state projects (remember the Morrish Road bridge issue of 2014?). As such, we look to ensure quality by objectively mandating high quality engineering standards and then by having our engineers look over the contractors' shoulders WHILE THE WORK IS DONE. As such, the warranty mandate won't impact project quality much, other than to require more time input by local staff.

✓ **SMALL CELL LEGISLATION** (*Business Item*)

Small Cell legislation is moving in the state legislature. There is thought that the lame duck group might act on this in 2018. This legislation regulates oversight and allowances for wireless communication facilities in right-of-ways.

The attached correspondence does a good job explaining what is motivating these regulations and what the regulations do. In short, cell antennas are more powerful but have shorter ranges. The thought is that there will be exponentially more 'cell towers' on existing utility poles in lieu of the bigger cell towers that serve communities (hence,

small cells). To make this infrastructure available for public consumption, the state does not wish providers to go through a rigorous zoning approval for each site because this would be very slow, expensive, and cumbersome. Instead, they propose legislation that promotes franchise-style rights to install small cells on utility poles in the same manner that a telecommunications company can install wires and boxes on existing poles for cable service. I agree with this approach in principle.

The devil is in the details however. With zoning, the local authorities had much control over the place and manner of antenna installation. Pending legislation applying to small cells is unsettled, complex, unpredictable, and largely in control of the state legislative body and regulatory oversight bureaucracies. This causes concern because of the notable issues we have with existing right-of-way users that provide services and maintain infrastructure in the right-of-way.

The solution? One advocacy group encourages cities to consider getting ahead of the legislation by creating new ordinances that MIGHT be grandfathered in. I have included some of those, along with their explanations. Mr. Gildner is going to help us sort through these as well. Our goal is to maintain the function and appearance of our right-of-ways, especially in downtown and residential neighborhoods, while enabling providers to serve the community with communication technology. Since this is an evolving and often technical process, we will look to seek outside assistance and input where we can.

If it appears to be in our best interest, we may propose ordinance adoption at the December 3 meeting.

✓ **STREET LIGHT CONVERSION (Update)**

I am meeting with a non-profit that specializes in costing and implementing LED conversions for public street lighting. I am told that this process works well in the DTE territory, but Consumers Energy customers are often priced out by the participation costs of CE. This is something we are very interested in because of the cost savings, better lighting output, and reliability. I hope something comes from it.

✓ **CHRISTMAS FIRE PARADE (Business Item)**

Included with tonight's program is a request from the Swartz Creek Area Fire Fighters Association to conduct the annual Christmas Parade. This year's event has been scheduled for Saturday December 1, 2018 at 6:00 PM. The starting point is now the Middle School instead of the Performing Arts Center. The route then follows Miller east to Morrish Road, and back west to Fortino. This route was started a few years back in order to engage the downtown businesses. It is workable but definitely more stressful to traffic. Given the desire to expand Christmas offerings in town, it is doable.

A gathering follows at the fire hall at 8100 Civic Drive. This route will allow traffic diverted into Winchester Village at Winston to circumvent the parade at Fairchild and Ingalls to continue east.

✓ **SAFE ROUTES TO SCHOOL (Update)**

I have met with the Crim Active Communities Technical Assistance Program about improving pedestrian safety around the schools in the community. There are two

primary issues. The first is the physical disconnect that exists around the middle school for neighborhoods to the east and west. This area lacks sidewalks and crossings. The second concern is the lack of driver safety around some of the elementary schools. Syring is a good example of a school that has many sidewalks, crossings, and crossing guards but there is an issue with driver awareness.

This Active Communities group specializes in seeking grant funds for Safe Routes to Schools infrastructure and programming, through coalition building and public awareness. I am including their proposal and background information for consideration. I am not including a resolution at this time. The proposal amount is substantial and not in our current budget. I am going to liaise with school staff to gauge their ability and willingness to participate with their staff and financial resources.

Council Questions, Inquiries, Requests, Comments, and Notes

Nada: ...

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, November 26, 2018, 7:00 P.M.**

Resolution No. 181126-4A MINUTES – November 12, 2018

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, November 12, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 181126-5A 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 November 26, 2018, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 181126-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of November 26, 2018, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 181126-8A COMMISSION APPOINTMENTS

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 exist vacancies in a number of said positions; 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:

- | | | |
|---------------------|---|---------------------------|
| #181126-8A1 | <u>MAYOR RE-APPOINTMENT:</u>
Fire Board, Citizen
Two year term, expiring November 23, 2020 | John Knickerbocker |
| #181126-8A2 | <u>MAYOR RE-APPOINTMENT:</u>
Fire Board, Council Member
Two year term, expiring November 23, 2020 | Curt Porath |
| #181126-8A3 | <u>MAYOR APPOINTMENT:</u>
Fire Board, Council Member
Two year term, expiring November 23, 2020 | Rae Lynn Hicks |
| #181126-8A4 | <u>MAYOR RE-APPOINTMENT:</u>
Flint Area Narcotics Group, City Council Delegate
Two year term, expiring November 23, 2020 | Dennis Cramer |
| #181126-8A5 | <u>MAYOR RE-APPOINTMENT:</u>
Flint Area Narcotics Group, Alternate
Two year term, expiring November 23, 2020 | John Gilbert |
| #181126-8A6 | <u>MAYOR RE-APPOINTMENT:</u>
GAIN Auto Theft, City Council Delegate
Two year term, expiring November 23, 2020 | John Gilbert |
| #181126-8A7 | <u>MAYOR APPOINTMENT:</u>
GAIN Auto Theft, Alternate
Two year term, expiring November 23, 2020 | Dennis Cramer |
| #181126-8A8 | <u>MAYOR APPOINTMENT:</u>
Local Officers Compensation Commission, Citizen
Five year term, expiring November 27, 2023 | Boots Abrams |
| #181126-8A9 | <u>MAYOR RE-APPOINTMENT:</u>
Park and Recreation Advisory Board, Citizen
Three year term, expiring December 31, 2021 | James Barclay |
| #181126-8A10 | <u>MAYOR RE-APPOINTMENT:</u>
Park and Recreation Advisory Board, Citizen
Three year term, expiring December 31, 2021 | Jentery Farmer |
| #181126-8A11 | <u>MAYOR RE-APPOINTMENT:</u>
Park and Recreation Advisory Board, Citizen
Three year term, expiring December 31, 2021 | Rae Lynn Hicks |
| #181126-8A12 | <u>MAYOR RE-APPOINTMENT:</u>
Park and Recreation Advisory Board, Citizen
Two year term, expiring December 31, 2020 | Samantha Fountain |

- #181126-8A13 **MAYOR RE-APPOINTMENT:** **Trudy Plumb**
Park and Recreation Advisory Board, Citizen
Two year term, expiring December 31, 2020
- #181126-8A14 **MAYOR RE-APPOINTMENT:** **Connie Eskew**
Park and Recreation Advisory Board, Citizen
Two year term, expiring December 31, 2020
- #181126-8A15 **MAYOR RE-APPOINTMENT:** **Joe Perreault**
Park and Recreation Advisory Board, Citizen
One year term, expiring December 31, 2019
- #181126-8A16 **MAYOR RE-APPOINTMENT:** **Larry Cummings**
Park and Recreation Advisory Board, Citizen
One year term, expiring December 31, 2019
- #181126-8A17 **MAYOR RE-APPOINTMENT:** **Rick Henry**
Park and Recreation Advisory Board, Citizen
One year term, expiring December 31, 2019
- #181126-8A18 **MAYOR APPOINTMENT:** _____
Planning Commission, Citizen
Remainder of Three year term, expiring June 30, 2021
- #181126-8A19 **MAYOR RE-APPOINTMENT:** **Thomas Svrcek**
Genesee County Water and Waste Services TAC, Delegate
Two year term, expiring November 23, 2020
- #181126-8A20 **MAYOR RE-APPOINTMENT:** **Adam Zettel**
Genesee County Water and Waste Services TAC, Alternate
Two year term, expiring November 23, 2020
- #181126-8A21 **MAYOR RE-APPOINTMENT:** **Curtis Porath**
Zoning Board of Appeals, City Council Delegate
Two year term, expiring November 23, 2020
- #181126-8A22 **MAYOR RE-APPOINTMENT:** **Douglas Stephens**
Construction Board of Appeals, Citizen
Two year term, expiring November 23, 2020
- #181126-8A23 **MAYOR APPOINTMENT:** **Brad Lyndsay**
Construction Board of Appeals, Citizen
Two year term, expiring November 23, 2020
- #181126-8A24 **MAYOR RE-APPOINTMENT:** **Joe Perreault**
Construction Board of Appeals, Citizen
Two year term, expiring November 23, 2020
- #181126-8A25 **MAYOR RE-APPOINTMENT:** **Adam Zettel**
911 Consortium, Delegate
Two year term, expiring November 23, 2020
- #181126-8A26 **MAYOR RE-APPOINTMENT:** **Thomas Svrcek**
Street Administrator, Delegate
Two year term, expiring November 23, 2020
- #181126-8A27 **MAYOR RE-APPOINTMENT:** **Adam Zettel**
Street Administrator, Alternate
Two year term, expiring November 23, 2020

#181126-8A28 **MAYOR RE-APPOINTMENT:** **John Gilbert**
Genesee County Metropolitan Alliance, City Council Delegate
Two year term, expiring November 23, 2020

#181126-8A29 **MAYOR APPOINTMENT:** **Dennis Cramer**
Genesee County Metropolitan Alliance, Alternate
Two year term, expiring November 23, 2020

#181126-8A30 **MAYOR APPOINTMENT:** **Robert Plumb**
Genesee County Metropolitan Alliance, Citizen
Two year term, expiring November 23, 2020

#181126-8A31 **MAYOR RE-APPOINTMENT:** **David Krueger**
Genesee County Small Cities, City Council Delegate
Two year term, expiring November 23, 2020

#181126-8A32 **MAYOR APPOINTMENT:** **Dennis Cramer**
Genesee County Small Cities, Alternate
Two year term, expiring November 23, 2020

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 181126-8B

**A RESOLUTION TO APPROVE ORDINANCE 435 TO
AMEND THE PARKING VIOLATIONS FINE AND FEE
SCHEDULE**

Motion by Councilmember: _____

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

WHEREAS, the Metro Police Department is responsible for overseeing the Parking Violations Bureau and enforcement of all parking related ordinances, and

WHEREAS, the City and Metro PD desire more effective penalties and disincentives for offenders that violate the city's parking ordinances, with such fees and fines to be set by the City Council, and

WHEREAS, the City of Swartz Creek permits activities within public right-of-ways, including sidewalk works, that require approval and inspection for which the City Council sets fees for service.

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

**CITY OF SWARTZ CREEK
ORDINANCE NO. 435**

An ordinance to amend Article II and II of Section 15 to establish fees for permitting of sidewalk works and activities in the right of ways, as well as Article III of Chapter 18 of the Code of Ordinances to establish fines, fees, and the penalties for violations thereof.

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Article II of Chapter 15 of the Code of Ordinances of the City of Swartz Creek by amending Section 15-42.

The City Council hereby amends Article II of Chapter 15 of the Code of Ordinances of the City of Swartz Creek by amending Section 15-42, to read as follows:

Sec. 15-42. Permit for sidewalks.

(a) No sidewalk, crosswalk or driveway shall be laid or repaired by any person other than the city in any street, alley or other public place within the city without a permit from the city manager. The fee for each such permit shall be set by resolution of the city council and shall be for the purpose of defraying the expense of issuance and necessary inspections of the work.

Section 2. Amendment of Article III of Chapter 15 of the Code of Ordinances of the City of Swartz Creek by amending Section 15-104.

The City Council hereby amends Article III of Chapter 15 of the Code of Ordinances of the City of Swartz Creek by amending Section 15-104, to read as follows:

Sec. 15-104. Granting of permit.

(a) The city manager, upon the filing of the application and bond and the payment of a permit fee as set by resolution by the city council may in his discretion issue a permit. This permit shall state the name and address of the applicant, the location, nature, purpose and extent of the excavation or opening, the kind or kinds of pavement or surface to be disturbed and the dates of the granting and expiration of the permit. All permits shall be consecutively numbered and shall be in triplicate, one copy to be given to the applicant, one copy to be delivered to the city engineer and one copy to remain on file in the office of the city manager. Such permit shall at all times be in the possession of a competent person actually engaged in the work and shall be shown upon demand to a police officer, other duly authorized officer or employee of the city.

Section 3. Amendment of Article III of Chapter 18 of the Code of Ordinances of the City of Swartz Creek by amending Section 18-71.

The City Council hereby amends Article III of Chapter 18 of the Code of Ordinances of the City of Swartz Creek by amending Section 18-71, to read as follows:

Sec. 18-71. Schedules of fines.

Parking violations shall be punishable by fines and fees set by resolution of the City Council.

Section 4. Effective Date.

This Ordinance shall take effect on January 1, 2019 (a minimum of twenty (20) days following publication).

At a regular meeting of the City Council of Swartz Creek held on the 26th day of November, 2018, Councilmember _____ moved for adoption of the foregoing ordinance and Councilmember _____ 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. 435 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on November 26, 2018.

Connie Eskew, City Clerk

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 181126-8B

RESOLUTION TO AMEND AND RESTATE CITY-WIDE RATES, FEES, AND CHARGES

Motion by Councilmember: _____

WHEREAS, the City sets rates and collects fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services (rates, fees, & charges), and;

WHEREAS, such rates, fees, & charges are a necessary and essential part of the funding for the services that the City provides, and:

WHEREAS, the City's Code of Ordinances defines and provides for certain rates, fees, & charges, and;

WHEREAS, other such rates, fees, & charges are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

WHEREAS, the City has amended the City's Code of Ordinances to provide for various rates, fees, & charges to be set by resolution of the City Council, and;

WHEREAS, the City has need to implement additional rates, fees, & charges to be set by resolution of the City Council, and;

WHEREAS, the City desires to have all such rates, fees, & charges organized into a single resolution that can be visited periodically and adjusted accordingly.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby sets its rates, fees, & charges in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES

1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 40.00
(b) Angle parking violations	\$ 40.00
(c) Obstructing traffic	\$ 40.00
 <u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 40.00
(e) In front of drive	\$ 40.00
(f) Within intersection	\$ 40.00
(g) Within 15 feet of hydrant	\$ 40.00
(h) On crosswalk	\$ 40.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 40.00
(j) Within 30 feet of street side traffic sign or signal	\$ 40.00
(k) Within 50 feet of railroad crossing	\$ 40.00
(l) Within 20 feet of fire station entrance	\$ 40.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 40.00
(n) Beside street excavation when traffic obstructed	\$ 40.00
(o) Double parking	\$ 40.00
(p) On bridge of viaduct or within tunnel	\$ 40.00
(q) Within 200 feet of accident where police in attendance	\$ 40.00
(r) In front of theater	\$ 40.00
(s) Blocking emergency exit	\$ 40.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 40.00
(w) In alley (signs required)	\$ 40.00
 <u>Parking for prohibited purpose</u>	
(x) Displaying vehicle for sale	\$ 40.00
(y) Working or repairing vehicle	\$ 40.00
(z) Displaying advertising	\$ 40.00
(aa) Selling merchandise	\$ 40.00
(bb) Storage over 48 hours	\$ 40.00
 (cc) Wrong side boulevard roadway	 \$ 40.00
(dd) Loading zone violation	\$ 40.00
(ee) Bus, parking other than bus stop	\$ 40.00
(ff) Taxicab, parking other than cab stand	\$ 40.00
(gg) Bus, taxicab stand violations	\$ 40.00
(hh) Failure to set brakes	\$ 40.00
(ii) Parked on grade wheels not turned to curb	\$ 40.00
(jj) Parked on lawn extension within right of way	\$ 40.00
(kk) Parked on front lawn	\$ 40.00

All \$40.00 violations not paid within 20 days will be assessed a \$20.00 late fee.

2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court.

B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court. In the event the court declines collection, they shall be billed direct to the defendant.

C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	\$30	Per Hour
Police Car	\$15	Per Hour
Fire Personnel	\$20	Per Hour
Fire Pumper	\$250	Per Hour
Fire Support Vehicles	\$100	Per Hour

4. Chapter 5: Cemetery Lots - Purchase

The cost for purchase of cemetery lots will be \$100.00 per lot.

5. Chapter 5: Cemetery, Charges for Grave Openings, etc.

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

6. Chapter 11: Park Reservation Fees

Elms Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

Winshall Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00

Deposit \$100.00

7. Chapter 12: Peddlers and Solicitors License and Background Check

\$50.00

8. Chapter 15: Permit, Sidewalk Installation

\$25.00

9. Chapter 15: Permit for Excavation, Right of Way or Other City Property

\$100.00

10. Chapter 19: Water System Use, Rates and Charges

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

Rates for Quarterly Billings

Readiness to serve charge

5/8", 3/4", 1"	\$51.22
1.5"	\$220.77
2"	\$353.23
3"	\$662.31
4"	\$1,103.85
6"	\$2,207.70

Commodity charge (per 100 cubic feet of water): \$7.07

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

(E) Bulk water sales shall be in accordance with the following fee schedule:

Bulk Water Purchases

1 cubic ft. = 7.4805
Gallons

Gallons	Cubic ft.	Cost
3,740	499.96658	\$104.00
5,000	668.40452	\$116.00
10,000	1336.809	\$160.00
15,000	2005.2136	\$204.00
20,000	2673.6181	\$247.00

11. Chapter 19: Water & Sewer Tap Fees

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

12. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

Readiness to serve charge (per metered account):	\$52.50
Readiness to serve charge (non-metered accounts):	\$124.61
Commodity charge (per 100 cubic feet of water consumed):	\$2.14

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

13. Chapter 20: Weed Cutting Fees

\$300 per cut

14. Building & Trade Inspection Fees

A. Building Permit Fees:

\$75.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

The first \$75.00 of the application fee is non-refundable. The total cost of Improvement is based on the Bureau of Construction Codes Square Foot Construction Cost Table with the following exceptions:

Single Family Home	1 story.....	\$105.00 per sq. foot
	1.5 story.....	\$91.00 per sq. foot
	2.0 story.....	\$85.00 per sq. foot
Detached garage.....		\$25.00 per sq. foot
Pole Barn.....		\$16.50 per sq. foot
Open deck or porch.....		\$14.00 per sq. foot
Covered deck or porch.....		\$28.00 per sq. foot

Pre-manufactured unit fees are based upon 50% of the normal on-site construction fee.

Residential Roofing..... \$100.00 fee per project

Siding permits are based upon the project cost.

Commercial roofing is to be based upon the project cost.

Up to \$1,000 (includes one (1) inspection only).....	\$75.00
\$1,000.00 to \$10,000.00.....	\$75.00 plus \$10.00 per \$1,000.00 over \$1,000.00
\$10,000.00 to \$100,000.00.....	\$165.00 plus \$3.00 per \$1,000.00 over \$10,000.00
\$100,001.00 to \$500,000.00.....	\$435.00 plus \$2.00 per \$1,000.00 over \$100,000.00
\$500,000 plus.....	\$1,235.00 plus \$3.00 per \$1,000.00 over \$500,000.00

All work not involving a sq. foot computation:	
Plan review and administration base fee (plus \$50.00 for each inspection)	\$75
Additional inspections	\$75
Certificate of Occupancy	\$50
Work Commencing Before Permit Issuance	\$75

B. Electrical Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

New Residential Electrical System

Up to 1,500.00 sq. foot	\$80.00
1,501 to 3,500 sq. foot	\$130.00
Over 3,500 sq. foot	\$180.00

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$50
Over 1200 Amp. (GFI only)	\$75
Circuits	\$5
Lighting Fixtures-per 25	\$5
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

Signs

Unit	\$6
Letter	\$10
Neon-each 25 feet	\$20

Feeders-Bus Ducts, etc.-per 50'	\$6
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Mobile Home Park Site	\$5
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Recreational Vehicle Park Site	\$5
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K.V.A. & H.P.

Units up to 20	\$4
Units 21 to 50 K.V.A. or H.P.	\$6
Units 51 K.V.A. or H.P. & over	\$10

Fire Alarm Systems (excl. smoke detectors)

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

Low voltage - Per opening (devices)	\$5 each
Energy Retrofit-Temp. Control	\$45
Conduit only or grounding only	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

C. Mechanical Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

Residential Heating System

(Includes duct & pipe)	
Up to 1,500 sq. feet	\$80
1,501 to 3,500 sq. feet	\$130
Over 3,500 sq. feet	\$180
Gas/Oil Burning Equipment Under 400,000 In	\$30
Gas/Oil Burning Equipment Under 400,000 In	\$40
Boiler	\$30
Water Heater	\$5
Damper/Flue	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer	
(includes piping)	\$20
Gas piping; each opening-new installation	
(residential)	\$5
Air Conditioning (includes split systems)	
1.5hp to 15 hp	\$30
Over 15 hp	\$50
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

Tanks

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$20
Underground Connection	\$20
Humidifiers/Air Cleaners	\$5

Piping

Piping-minimum fee \$25	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

Air Handlers/Heat Wheels

Air Handlers/Heat Wheels	\$25
Conversion Burners (oil)	\$30
Commercial Hoods/Exhausters	\$15
Heat Recovery Units	\$10
V.A.V. Boxes	\$10

Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15
<u>Fire Suppression/Protection/Other</u>	
(includes piping) –minimum fee \$20	\$.75/head
Limited Area Suppression (per head)	\$2
Fire Suppression Hood (per head)	\$4
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
Manufactured Chimney	\$25
Exhaust Fans	\$20
Multi Zone Self Contained Units	\$25
Through Wall Units	\$25
Ranges (gas)	\$20
<u>Inspections</u>	
Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25
D. Plumbing Inspection Fees	
Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75
<u>New Residential Plumbing System</u>	
Up to 1,500 sf	\$80
1,501 to 3,500 sf	\$130
Over 3,500 sf	\$180
Mobile Home Park Site	\$5 each
Fixtures, floor drains, special drains,	\$4 each
Water connected appliances	\$4 each
Stacks (soil, waste, vent and conductor)	\$2 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each
<u>Water Service</u>	
Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5
<u>Sewers (sanitary, storm or combined)</u>	
Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each
<u>Water Distributing Pipe (system)</u>	
$\frac{3}{4}$ " Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 $\frac{1}{4}$ " Water Distribution Pipe	\$15
1 $\frac{1}{2}$ " Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each

Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

15. Appendix B: Franchises

\$250 application fee plus actual expenses related to preparation by City Attorney.

16. Miscellaneous Fees

A. *Copies:*

Black & White: 10¢ for page.

Color or Mixed Color and Black & White: 25¢ per page

B. *Freedom of Information Act Requests:*

See the City of Swartz Creek Freedom of Information Act Procedures & Guidelines: adopted June 22, 2015 for details. Standard requests shall be charged 10¢ for 8.5 x 11 page (25¢ for color or mixed color) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, digital media storage, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City (\$8.15/hour with a 1.1 fringe multiplier, totaling \$8.97/hour).

C. *Weddings:*

\$50 per ceremony

D. *Fax Services:*

50¢ per page for the first 10 pages, then \$0.25 per page thereafter

E. *Notary Services:*

\$10.00 per item

F. *Insufficient Funds:*

\$25 each for any check returned unpaid for account insufficient, closed or stopped

G. *Penalties on Outstanding Invoices/Miscellaneous Receivables:*

\$10 penalty for unpaid miscellaneous receivables, including but not limited to: utility bills, mowing invoices, sidewalk repair, project reimbursements, charges for services, and retiree coverage contributions. This penalty shall be applied once to "past due" invoices.

H. *Interest on Outstanding Invoices/Miscellaneous Receivables:*

1.5% interest per month on outstanding invoices that are 30 days "past due".

*Payments made toward outstanding balances shall be applied in the following order: interest, penalties, principle.

17. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees

A. Site Plan Review:

Property Re-Zoning	\$250
Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction

Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee

B. Building and Zoning:

Swimming Pool Permit	\$25
Misc. Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Zoning Board of Appeals: Petitioned Interpretation Review	\$150
Zoning Board of Appeals: Appeal Review	\$250
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy
Medical Marijuana Dispensary/Facility Review	\$500

C. Subdivision Review

Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

18. Chapter 1: Municipal Civil Infraction Fines

Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

19. Rental Inspection Program Fees

Registration	\$75 for the first unit, plus \$20 for each additional unit on a shared premises, with common ownership and management, or within recognized apartment complexes
Follow up inspections	The initial and one follow-up inspection will be performed without additional fees. Subsequent inspections shall be charged at the rate of \$25/unit
Registration Updates/Amendments	No charge
Coverage	The initial fee covers the registration and first inspection and is valid until the resulting certificate of compliance expires
Pro-ration	There shall be no pro-ration of fees

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)
Resolution No. 130826-06	Dated August 26, 2013 (K.W.A. Water Fees)
Resolution No. 140922-07	Dated September 22, 2014 (Utility and MMD Fees)
Resolution No. 150824-05	Dated August 24, 2015 (FOIA, Rentals, Utility Fees)
Resolution No. 151214-05	Dated December 14, 2015 (Parking)
Resolution No. 160523-05	Dated May 23, 2016 (Water and Sewer)
Resolution No. 160808-04	Dated August 8, 2016 (Solicitation)
Resolution No. 171023-07	Dated October 23, 2017 (Building; Police Removal)
Resolution No. 180312-06	Dated March 12, 2018 (Building Penalty)
Resolution No. 181126-__	Dated November 26, 2018 (Parking)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 181126-8H

**RESOLUTION TO APPROVE STREET USAGE PERMIT,
ANNUAL FIRE DEPARTMENT CHRISTMAS PARADE**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek issues street closure permits for the purposes of holding public events from time-to-time; and,

WHEREAS, the Swartz Creek Area Firefighters Association has submitted application for such a street closure for the purposes of hosting an annual Christmas parade in downtown Swartz Creek; and,

WHEREAS, the Chief of Police finds the application satisfactory and the City Council finds the time, place, and manner of the parade to be conducive to the health, safety, and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Fighters Association's Street Usage Application to hold an annual Christmas Parade on Saturday, December 1, 2018 from 6:00 PM to 7:00 PM, route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 11/12/2018**

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, Farmer, Gilbert, Hicks, Krueger, Pinkston, Porath.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Eskew, City Attorney Chris Strittmater.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Steve Long, John & Kathy Knickerbocker, John Wilson, Dawn & Erik Jamison, Andy Harris, Faye Porath.

NOMINATIONS & ELECT MAYOR

Motion No. 181112-01 **(Carried)**

Nomination of Councilmember Krueger by Councilmember Pinkston for the office of Mayor.

Nomination of Councilmember Hicks by Councilmember Hicks for the office of Mayor.

Motion by Councilmember Cramer
Second by Councilmember Hicks

I Move to close nominations for the Swartz Creek City Council Mayor.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

Vote to elect Mayor.

Councilmember	Farmer:	Krueger
Councilmember	Gilbert :	Hicks
Councilmember	Hicks :	Hicks
Councilmember	Krueger:	Krueger
Councilmember	Pinkston:	Krueger
Councilmember	Porath:	Krueger
Councilmember	Cramer:	Krueger

Elected (*Minimum 4 Votes Needed*): Krueger

NOMINATIONS & ELECT MAYOR PRO-TEM

Motion No. 181112-02

(Carried)

Nomination of Councilmember Pinkston by Councilmember Cramer for the office of Mayor Pro-Tem.

Nomination of Councilmember Hicks by Councilmember Hicks for the office of Mayor Pro-Tem.

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move to close nominations for the Swartz Creek City Council Mayor Pro-Tem.

YES: Unanimous Voice Vote.
NO: None. Motion declared carried.

Vote to elect Mayor Pro-Tem.

Councilmember	Gilbert :	Hicks
Councilmember	Hicks :	Hicks
Councilmember	Krueger:	Pinkston
Councilmember	Pinkston:	Pinkston
Councilmember	Porath:	Pinkston
Councilmember	Cramer:	Pinkston
Councilmember	Farmer:	Pinkston

Elected (*Minimum 4 Votes Needed*): Pinkston

APPROVAL OF MINUTES

Resolution No. 181112-03

(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 October 22, 2018 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 181112-04

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, amended moving item 10F up to 10D for the Regular Council Meeting of November 12, 2018, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 181112-05

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of November 12, 2018, including reports and communications as updated to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

CDBG PUBLIC HEARING

Open 7:32 p.m.

Mr. Zettel informed the public that the city by virtue of being in Genesee County is considered an entitlement community for Community Development Block Grant funds, federal funds that have very specific purpose to develop communities. In past we have had the ability to allocate 15% of our funds to service projects, which historically has been senior center services. Previously the city had geographies, census tracks, which were considered low to moderate income. Funds could be used in those areas to improve the community by eliminating blight or adding useful public features such as streetscapes, sidewalks and other similar investments. So the funds have been used in the past to beautify the entrance to Elms Park as well as the small areas of downtown streetscapes. Those opportunities are no longer available. In the 2010 census none of

the census tracks in the city qualified for low to moderate income anymore. Which means the other 85% of the funds had to be spent in an alternate fashion. Eligible expenses included demolition, which we were able to use once. We have no such eligible properties at this point and time. What we were able to do in the past is give the money to the County Home Program, which is used to help lower income individuals, with required maintenance to their single family house. So we turned over approximately \$25,000 to that program in the past. So we are now in the new three year cycle 2019-2021, of which they earmarked \$28,819 to the city. If we do the 15% allocation to senior center services (\$4,322.85). The other 85% we can reinvest in the Home Program, otherwise we have no qualifying expense for city owned properties that are blighted. It can be directly spent on the senior center. The center does have some qualifying expenses, such as a rear door, drainage issues, and deferred maintenance with the shared parking lot. Mr. Zettel recommends to consider those options of the senior center over investing in the Home Program. Mr. Zettel encourages the public to communicate about past projects such as streetscapes, home demolition, the Home Program and senior center services. He also encourage comments on ways to spend funds on our current allocation of \$28,819.

Mayor David Krueger commented on streetscape improvements. Mr. Zettel responded the improvements would have to be in low to moderate districts, which we have none. Mayor Krueger also commented on using it for firefighting equipment. Mr. Zettel responded that an income survey would have to be done.

Councilmember Farmer asked if the funds could be used on a trail. Mr. Zettel responded the physical improvements would have to be in qualified low to moderate income census tracks which we do not have any.

Councilmember Porath wanted to know if we have to allocate the money tonight. Mr. Zettel responded that we have to create a list only of things that are of interest. Things we do know that qualify are the Home Program, senior center services, and senior center grounds and facilities. It could be possible to do fire equipment acquisition funding, but he would have to look into that.

Mayor Krueger went through the list of possible things the funds could be used for.

Construction projects are: sidewalk improvements, street improvements, water/sewer improvements, improvements to lighting in public spaces, improvements to neighborhood parks/recreational facilities, acquisition of real property, special assessment assistance, construction/rehabilitations of publicly owned buildings (not used for general government), streetscape improvements in neighborhoods/commercial districts, purchase firefighting equipment, demolition and clearance activities and single family housing.

Public service projects are: code enforcement activities, senior programs/services, job training, crime prevention/public safety, education programs and recreational services.

Erik Jamison, business owner, would like to see funds used for purchasing smoke detectors and providing them to the community for free.

Steve Shumaker, resident, suggested using funds for special assessments, thinks using repairing the parking lot at senior center. He also feels using funds for the Home Program is good too.

Public Hearing
Closed 7:52 p.m.

RESOLUTION TO APPROVE THE CITY CDBG ALLOCATION

Resolution No. 181112-06

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek City Council receives an allocation of Community Development Block Grant Funds from Genesee County on a three year cycle, with the next allocation expected to be \$28,819; and

WHEREAS, applications are now being accepted for service projects and construction projects; and,

WHEREAS, projects must meet specific criteria as noted on the pre-application forms, including expenditure in low/moderate income areas, or serving a low/moderate income population while accomplishing a national objective; and,

WHEREAS, the funds for services can equal up to 15% of the three year allocation for approved and eligible purposes; and,

WHEREAS, the city council held a public hearing on November 12, 2018 to hear public comment related to the use of such funds,

NOW, THEREFORE, BE IT RESOLVED THAT the Swartz Creek City Council dedicate 15% of the three year Community Development Block Grant Distribution, an amount estimated to be \$4,322.85, to support services, including labor, at the Swartz Creek Area Senior Center, Inc., a recognized non-profit senior citizens center located at 8095 Civic Drive, Swartz Creek, MI 48473.

BE IT FURTHER RESOLVED THAT the Swartz Creek City Council dedicate 85% of the three year Community Development Block Grant Distribution, an amount estimated to be \$24,496.15, to support the following activities:

1. Senior Centers Construction/ Rehabilitation of publicly owned buildings
(not used for general government)
2. The Home Program

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

NO: None. Motion Declared Carried.

ROAD SALT

Resolution No. 181112-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

WHEREAS, the city finds it necessary to control ice and snow accumulation on public streets and parking areas with the application of road salt during winter months; and

WHEREAS, this process requires approximately 1,100 tons of rock salt during a winter season; and

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

WHEREAS, the Genesee County Road Commission has previously bid and/or negotiated the purchase of rock salt for application to public right-of-ways during those relentless and invasive Michigan winters; and

WHEREAS, the GCRC negotiated a salt price for the coming winter, with year over year increase, with Detroit Salt Company of 12841 Sanders St., Detroit, at a unit cost of \$54.40 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on April 17, 2018; and

WHEREAS, the City finds the per-ton cost of \$54.40 to be extremely competitive.

NOW, THEREFORE, I MOVE the City of Swartz Creek City accept the Genesee County Road Commission's cooperative purchasing agreement and appropriate an amount not to exceed \$59,840, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Treasurer.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE THE SITE PLAN FOR PHASE II OF APPLE CREEK STATION

Resolution No. 181112-08

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the city received a proposal to construct 48 multi-family housing units on vacant land located within the Apple Creek Station housing development, identified as parcels 58-36-300-029 and 58-36-300-030 said land zoned Multiple Family Residential (RM-1), and;

WHEREAS, the project requires site plan approval for a use permitted 'as-of-right', and;

WHEREAS, the planning commission found that the project is being developed in accordance with the intent of the RM-1 zoning district and city master plan, and;

WHEREAS, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance Sections 8, 20, & 26-29, among other sections, found the proposed site plan meets the intent and objective requirements of the zoning ordinance, and;

WHEREAS, the engineering reviews are not yet available as it relates to utilities, storm water, and related features, and;

WHEREAS, the planning commission recommended approval of the site plan with conditions at their regular meeting on November 6, 2018, and;

NOW, BE IT RESOLVED that the Swartz Creek City Council hereby approves the site plan, dated 11/09/2018, subject to the following, as well as any recommendations of the city engineers:

1. Amended architectural elevations indicating added face brick
2. Relocation of dumpster off of Gala Drive
3. Administrative allowance for shrub to tree substitution at a 4 to 1 ratio

Discussion Ensued.

Break 8:18 p.m. to 8:28 p.m.

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

NO: None. Motion Declared Carried.

RESOLUTION TO ENTER INTO CLOSED SESSION TO CONSULT WITH AN ATTORNEY REGARDING A SETTLEMENT STRATEGY (ROLL CALL VOTE)

Resolution No. 181112-09

(Carried)

Motion by Councilmember Porath
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek is party to a potential settlement agreement resulting from specific pending litigation, and;

WHEREAS, the MCL 15.268(d) permits a governing body to enter a closed session to consult with its attorney regarding strategy in connection with this ligation, with the finding that discussion in an open meeting could have a detrimental financial effect on the settlement position of the city.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of consultation with its attorney.

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

NO: None. Motion Declared Carried.

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

Resolution No. 181112-10

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Porath

I Move to accept the recommendation of the counsel of Michigan Municipal League in relation to this suit.

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

MEETING OPENED TO THE PUBLIC:

None.

REMARKS BY COUNCILMEMBERS:

Mayor Pro Tem Pinkston commented on the majority leader of the senate is pro horse racing.

Councilmember Cramer noticed the worked on Worchester with the new lights. The Veterans Memorial Service was excellent.

Councilmember Porath welcomed Councilmember Farmer.

Mayor Krueger will be making a number of recommendations for appointees at the next meeting and asked if anyone had recommendations to let him know.

ADJOURNMENT

Resolution No. 181112-11

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Farmer

I Move the Swartz Creek City Council adjourn the regular meeting at 8:54 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Eskew, City Clerk

October 25, 2018

Dear Mr. Adam H. Zettel:

As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement (MCL 247.662, 247.663) that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT).

The resulting Michigan Local Agency Pavement Warranty Program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and plain jointed concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project. **This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding that also includes \$2 million or more in paving-related components. Communities must annually report on projects with \$2 million or more in paving-related items, regardless of whether they implemented a warranty or not.**

To assist with the adoption of the Warranty Program, the League has set up a Local Agency Pavement Warranty Program webpage where you can download all the information necessary to adopt the program. <http://www.mml.org/advocacy/pavement-warranty/>

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

Program Components

The Local Pavement Warranty Program, as approved by MDOT, consists of the following documents and they can be found on the League's Local Agency Pavement Warranty Program webpage:

- Special Provisions (Boilerplate, Concrete, HMA, Location and a Pass-Through Warranty Bond)
- Warranty Bond Form and Contract Form
- Guidelines for Local Agency Pavement Warranty Program

The Program was developed over the last 30 months by the Local Agency Pavement Warranty Task Force including representatives of the Michigan Municipal League, County Road Association, MDOT, Federal Highway Administration-Michigan, Michigan's Local Technical Assistance Program (LTAP), municipal road agencies, legal counsels and industry representatives.

We love where you live.



Timeline for Warranty Policy Adoption

Local Pavement Warranty Program developed by the Task Force **must be adopted by your community on or before September 18, 2019.**

To adopt the Pavement Warranty Program, each community should adopt two separate Resolutions. First, a **Resolution to Adopt a Local Pavement Warranty Program** (*sample template and corresponding documents can be found on the League's webpage*) is needed to adopt the Local Agency Pavement Warranty Program and its accompanying documents. Second, a **Resolution to Implement a Local Pavement Warranty Program** (*sample template can be found on the League's webpage*) that defines the agency's intent to apply the warranty program consistent with the Local Agency Pavement Warranty Guidelines and report annually on each project that includes \$2 million or more in paving-related components *and* includes any state or federal funds.

The goals of the Local Agency Pavement Warranty Program are to meet the legislative mandate to implement it, as well as to standardize review and oversight of pavement warranty projects, and to have a program that is transparent and uniform for private-sector contractors.

To find the sample Resolutions and corresponding documents, please visit the League's Local Agency Pavement Warranty Program webpage. <http://www.mml.org/advocacy/pavement-warranty/>

Future Warranty Education Programs

The Warranty Task Force has obtained a FHWA grant of \$74,000, which its Education Subcommittee will use to work with the Michigan Local Technical Assistance Program (LTAP) to conduct education and training sessions. Training will be designed for elected/appointed officials, administrators, as well as managers/directors, engineers and engineering technicians in both onsite sessions and online webinars during 2019. The League will work with LTAP to publicize these sessions.

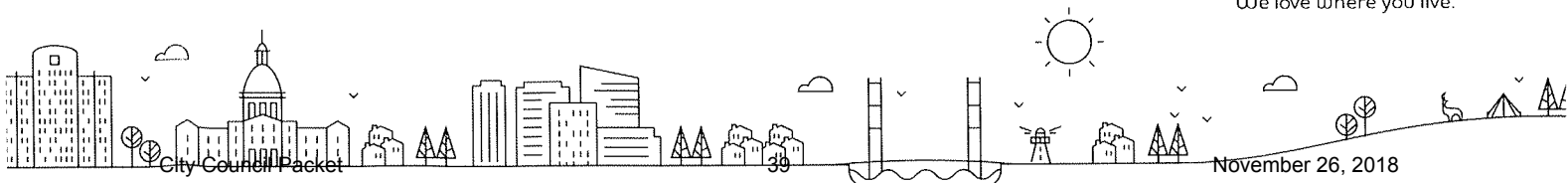
If you have any questions about the Local Pavement Warranty Program, please contact John LaMacchia at (517) 908-0303 or at jlamacchia@mml.org.

Sincerely,



Daniel P. Gilmartin
Executive Director and CEO
Michigan Municipal League

We love where you live.





Senate Fiscal Agency
P. O. Box 30036
Lansing, Michigan 48909-7536

BILL ANALYSIS

Telephone: (517) 373-5383
Fax: (517) 373-1986

Senate Bill 637 (Substitute S-2 as passed by the Senate)
Senate Bill 894 (Substitute S-1 as passed by the Senate)
Sponsor: Senator Joe Hune (S.B. 637)
 Senator Mike Nofs (S.B. 894)
Committee: Energy and Technology

Date Completed: 5-3-18

RATIONALE

First introduced in the 1990s, "smartphones" have evolved quickly in a relatively short period of time. Mobile phones that perform many of the functions of a computer, smartphones were rarely found in the U.S. until the development of the BlackBerry in the mid-2000s, and they continued to gain mainstream popularity with the introduction of the iPhone in 2007. Since then, smartphone ownership has grown exponentially. Today, 77% of adults in the U.S. say they own a smartphone, up from 35% in 2011, according to the Pew Research Center. However, as smartphones and other wireless digital devices become more advanced and more numerous, the wireless networks that connect them must keep pace. Deploying the appropriate mobile broadband infrastructure is considered critical to sustaining the rapid growth of wireless technology and expanding wireless broadband coverage, while maintaining the speed and reliability that wireless users desire. Many people believe that small cell wireless technology is one solution to improving mobile service and coverage.

Small cells are low-powered cellular radio access nodes that operate as base stations, receiving and sending signals. Small cells typically support a single carrier, operate on one or two frequency bands, and require minimal power to operate. However, small cells have a range of only 10 meters to a few kilometers, less than two miles, and transmit less power than a remote radio unit or digital antenna system. This means that a large number of small cells must be deployed in order for them to be effective. It is believed that creating a dense network of small cells that are placed on existing infrastructure ultimately will eliminate the need for further cell tower construction. Evidently, the use of small cell wireless technology also is important for the deployment of advanced, or "fifth generation", wireless systems, called 5G networks, as well as for the development and implementation of autonomous vehicles and the development of "smart cities" (urban areas that use different types of electronic data collection sensors for various purposes, such as managing traffic lights or monitoring water systems).

Many people believe that utilizing small cell technology in Michigan would provide wireless consumers with faster and more reliable connections, bring economic growth and development to local communities, and make Michigan's wireless infrastructure a competitive frontrunner among other states. To accomplish this, it has been suggested that State create a regulatory framework for small cell deployment that would establish a uniform permitting process for wireless providers seeking access to pole structures in rights-of-way, improve mobile networks in congested urban areas, and expand high-speed broadband service in rural areas.

CONTENT

Senate Bill 637 (S-2) would enact the "Small Wireless Communications Facilities Deployment Act" to do the following:

- Prohibit an authority (the State or a local unit) from prohibiting, regulating, or charging for the collocation of small cell wireless facilities, except as provided in the Act.
- Prohibit an authority from entering into an exclusive agreement for use of a right-of-way (ROW) for work on utility poles or the collocation of small cell wireless facilities.
- Prohibit an authority from charging a wireless provider a rate or fee for the use of an ROW, except as provided in the Act.
- Permit a wireless provider to colocate small wireless facilities and work on utility poles in, along, across, upon, and under an ROW, subject to certain height limitations.
- Permit an authority to adopt requirements for design or concealments measures in a historic district, downtown district, or residential district, subject to evaluation on the effects on historic properties.
- Allow an authority to require a wireless provider to repair any damage to an ROW directly caused by the provider's activities while working on small cell wireless facilities or utility poles in the ROW.
- Allow an authority to require a permit to colocate a small cell wireless facility or install, modify, or replace a utility pole on which a small cell wireless facility would be colocated.
- Require an application and an application fee for a permit to meet certain conditions.
- Require a provider to complete collocation within one year after a permit was granted, subject to exceptions.
- Require a wireless provider to notify an authority in writing before discontinuing its use of a small cell wireless facility, utility pole, or wireless support structure, and specify when and how the facility would be removed.
- Specify requirements an application for a zoning approval would have to meet.
- Require an authority to approve or deny an application and notify the applicant within 90 days if the application were for a modification for a wireless support structure or the installation of a new small cell wireless facility, or within 150 days if the application were for a new wireless support structure.
- Prohibit an authority from denying an application without a reasonable basis for the denial, require a denial to be supported by substantial evidence, and prohibit a denial from discriminating with respect to the placement of facilities or other wireless providers.
- Establish application fees for zoning approval, and require a wireless provider to commence construction of an approved structure or facility within one year after zoning approval was granted.
- Prohibit an authority from entering into an exclusive arrangement with any person for the right to attach to authority poles.
- Establish requirements that a rate or fee to colocate a small cell wireless facility on an authority pole would have to meet.
- Prohibit the governing body of a municipally owned electric utility from entering into an exclusive agreement with any person for the right to attach to nonauthority poles.
- Require the governing body of a municipally owned electric utility to adopt a process for wireless providers' requests to colocate small cell wireless facilities, and establish requirements that a rate or fee to process such requests would have to meet.
- Require a wireless provider that had to relocate small cell facilities colocated on a nonauthority pole to comply with terms and standards adopted by the governing board of a municipally owned electric utility.
- Permit the governing body of a municipally owned electric utility to require a wireless provider to defend, indemnify, or hold harmless an authority, the governing body, and its employees, agents, and officers against any claims resulting from working on wireless facilities, wireless support structures, or utility poles.
- Provide that the circuit court would have jurisdiction to determine all disputes arising under the Act.
- Permit an authority, as a condition of obtaining a permit, to adopt bonding requirements for small cell wireless facilities if certain requirements were met.

Senate Bill 894 (S-1) would amend the Michigan Zoning Enabling Act to provide that the Act and a zoning ordinance would be subject to the proposed Small Wireless Communications Facilities Deployment Act.

Each bill would take effect 90 days after it was enacted. Senate Bill 894 (S-1) is tie-barred to Senate Bill 637 (S-2).

Senate Bill 637 (S-2) is described in more detail below.

Definitions

"Authority", unless the context implied otherwise, would mean the State, or a county, township, city, village, district, or subdivision thereof authorized by law to make legislative, quasi-judicial, or administrative decisions concerning an application described in the proposed Act. The term would not include any of the following:

- A municipally owned electric utility.
- An investor-owned utility whose rates are regulated by the Michigan Public Service Commission (MPSC).
- A State court having jurisdiction over an authority.

"Small cell wireless facility" would mean a wireless facility that meets both of the following requirements:

- Each antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements would fit within an imaginary enclosure of not more than six cubic feet.
- All other wireless equipment associated with the facility is cumulatively not more than 25 cubic feet in volume.

(The following types of associated ancillary equipment would not be included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.)

"Colocate" or "collocation" would mean to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole. The term would not include make-ready work or the installation of a new utility pole or new wireless support structure.

("Make-ready work" would mean work necessary to enable an authority pole or utility pole to support collocation, which could include modification or replacement of utility poles or modification of lines.)

"Public right-of-way" or "ROW" would mean the area on, below, or above a public roadway, highway, street, alley, bridge, sidewalk, or utility easement, dedicated for compatible uses. The term would not include any of the following:

- A private right-of-way.
- A limited access highway.
- Land owned or controlled by a railroad as defined in the Railroad Code.
- Railroad infrastructure.

"Wireless facility" would mean equipment at a fixed location that enables the provision of wireless services between user equipment and a communications network, including radio transceivers, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. It also would include a small cell wireless facility. The term would not include any of the following:

- The structure or improvements on, under, or within which the equipment is colocated.
- A wireline backhaul facility (a facility used to transport services by wire or fiber-optic cable from a wireless facility to a network).
- Coaxial or fiber-optic cable between utility poles or wireless support structures or that otherwise is not immediately adjacent to or directly associated with a particular antenna.

"Wireless services" would mean any services, provided using licensed or unlicensed spectrum, including the use of wi-fi, whether at a fixed location or mobile.

"Wireless provider" would mean a wireless infrastructure provider or a wireless services provider. It would not include an investor-owned utility whose rates are regulated by the MPSC.

"Wireless infrastructure provider" would mean any person, including a person authorized to provide telecommunications services in the State, but not including a wireless services provider, that builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures and that, when filing an application with an authority under the proposed Act, provides written authorization to perform the work on behalf of a wireless services provider.

"Wireless support structure" would mean a freestanding structure designed to support or capable of supporting small cell wireless facilities. It would not include a utility pole.

Purpose of the Act

The stated purpose of the proposed Act would be to do all of the following:

- "Increase investment in wireless networks that will benefit the citizens of the state by providing better access to emergency services, advanced technology, and information."
- "Increase investment in wireless networks that will enhance the competitiveness of the state in the global economy."
- "Encourage the deployment of advanced wireless services by streamlining the process for the permitting, construction, modification, maintenance, and operation of wireless facilities in the public rights-of-way."
- "Allow wireless services providers and wireless infrastructure providers access to the public rights-of-way and the ability to attach to poles and structures in the public rights-of-way to enhance their networks and provide next generation services."
- "Ensure the reasonable and fair control and management of public rights-of-way by governmental authorities within the state."
- "Address the timely design, engineering, permitting, construction, modification, maintenance, and operation of wireless facilities as matters of statewide concern and interest."
- "Provide for the management of public rights-of-way in a safe and reliable manner that does all of the following: supports new technology; avoids interference with right-of-way use by existing public utilities and cable communications providers; allows for a level playing field for competitive communications service providers; and protects public health, safety, and welfare."
- "Increase the connectivity for autonomous and connected vehicles through the deployment of small cell wireless facilities with full access and compatibility for connected and autonomous vehicles as determined and approved by the state transportation department, county road commissions, and authorities."
- "Prioritize, as provided in this act, the use of existing utility poles and wireless support structures for collocation over the installation of new utility poles or wireless support structures."

"Communications service provider" would mean any entity that provides communications service. "Communications service" would mean service provided over a communications facility, including cable service, as defined in 47 USC 522(6) (the one-way transmission to subscribers of video programming and other programming service, and subscriber interaction, if any, that is required for the selection or use of such programming or programming service), information service, as defined in 47 USC 153(24) (the offering of a capability for generating, acquiring, storing,

transforming, processing, retrieving, using, or making available information via telecommunications, including electronic publishing, but not including any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service), telecommunications service, as defined in 47 USC 153(53) (the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used), or wireless service.

"Communications facility" would mean the set of equipment and network components, including wires, cables, antennas, and associated facilities, used by a communications service provider to provide communications service.

Prohibited Regulation: Collocation Approval

Except as otherwise provided in the proposed Act, an authority could not prohibit, regulate, or charge for the collocation of small cell wireless facilities.

The approval of a small cell wireless facility would authorize only the collocation of a small cell wireless facility and would not authorize either of the following:

- The provision of any particular services.
- The installation, placement, modification, maintenance, or operation of a wireline backhaul facility in an ROW.

Right-of-Way Use

The following provisions would apply only to activities of a wireless provider within a public right-of-way for the deployment of small cell wireless facilities and associated new or modified utility poles.

("Utility pole" would mean a pole or similar structure that is or may be used in whole or in part for cable or wireline communications service, electric distribution, lighting, traffic control, signage, or a similar function, or a pole or similar structure that does not exceed 40 feet above ground level, unless a taller height is agreed to by an authority, and is designed to support small cell wireless facilities. The term would not include a sign pole less than 15 feet in height above ground.)

An authority could not enter into an exclusive arrangement with any person for use of an ROW for the construction, operation, marketing, or maintenance of utility poles or the collocation of small cell wireless facilities.

An authority could not charge a wireless provider a rate for each utility pole or wireless support structure in an ROW in the authority's geographic jurisdiction on which the wireless provider colocated a small cell wireless facility that exceeded the following:

- \$20 annually, unless the following applied.
- \$125 annually, if the utility pole or wireless support structure were erected by or on behalf of the wireless provider on or after the effective date of the proposed Act, unless the replacement of the utility pole was not designed to support small cell wireless facilities.

Every five years after the Act took effect, the maximum rates then authorized would be increased by 10% and rounded to the nearest dollar.

If, on the date the Act took effect, an authority had a rate or fee in an ordinance or in an agreement with a wireless provider for the use of an ROW to collocate a small cell wireless facility or to construct, install, mount, maintain, modify, operate, or replace a utility pole, and the rate or fee did not comply with the limitations listed above, the authority would have to revise the rate or fee within 90 days after the Act took effect.

For installations of utility poles designed to support small cell wireless facilities or collocations of small cell wireless facilities installed and operational in an ROW before the date the Act took effect, the fees, rates, and terms of an agreement or ordinance for use of the ROW would remain in effect subject to the termination provisions contained in the agreement or ordinance.

For installations of utility poles designed to support small cell wireless facilities or collocations of small cell wireless facilities installed and operational in an ROW after the date the Act took effect, the fees, rates, and terms of an agreement or ordinance for use of the ROW would have to comply with the rates proposed above.

A wireless provider could, as a permitted use not subject to zoning review or approval, except that an application for a permitted use would still be subject to approval by the authority, collocate small cell wireless facilities and construct, maintain, modify, operate, or replace utility poles in, along, across, upon, and under an ROW. Such structures and facilities would have to be constructed and maintained so as not to obstruct the legal use of the authority's ROW or uses of the ROW by other utilities and communications service providers. Both of the following provisions would apply:

- A utility pole in the ROW installed or modified on or after the date the proposed Act took effect could not exceed 40 feet above ground level, unless the authority agreed to a taller height.
- A small cell wireless facility in the ROW installed or modified after the date the Act took effect could not extend more than five feet above a utility pole or wireless support structure on which the facility was collocated.

Subject to these and other provisions, and applicable zoning regulations, a wireless provider could collocate a small cell wireless facility or install, construct, maintain, modify, operate, or replace a utility pole that exceeded the specified height limits, or a wireless support structure, in, along, across, upon, and under the ROW.

A wireless provider would have to comply with reasonable and nondiscriminatory requirements otherwise provided that prohibited communications service providers from installing structures on or above ground in the ROW in an area designated solely for underground or buried cable and utility facilities if all of the following applied:

- The authority had required all cable and utility facilities, other than authority poles, along with any attachments, or poles used for street lights, traffic signals, or other attachments necessary for public safety, to be placed underground by a date that was at least 90 days before the submission of an application.
- The authority did not prohibit the replacement of authority poles by a wireless provider in the designated area.
- The authority allowed wireless providers to apply for a waiver of the undergrounding requirements for the placement of a new utility pole to support small cell wireless facilities, and the waiver applications were addressed in a nondiscriminatory manner.

Subject to permit provisions (described below), and except for facilities excluded from evaluation for effects on historic properties under 47 CFR 1.1307(a)(4), an authority could adopt written, objective requirements for reasonable, technically feasible, nondiscriminatory, and technologically neutral design or concealment measures in a historic district, downtown district, or residential zoning district. Any such requirement could not have the effect of prohibiting any wireless provider's technology. Any such design or concealment measures would not be considered a part of the small wireless facility for purposes of the size restrictions in the definition of small wireless facility.

(Under 47 CFR 1.1307(a)(4), applicants must prepare environment assessments if the Federal Communications Commission (FCC) takes action with respect to facilities that may affect districts, sites, buildings, structures, or objects, significant in American history, architecture, archeology, engineering or culture, that are listed, or are eligible for listing, in the National Register of Historic Places, and that are subject to review by the FCC and have been determined through that review

process to have adverse effects on identified historic properties. (The term "applicant" includes an applicant for a wireless or broadband license, authorization, or antenna structure registration.)

"Historic district" would mean a historic district established under the Local Historic Districts Act, or a group of buildings, properties, or sites that are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the Federal agency to list properties and determine their eligibility for the National Register, in accordance with the Nationwide Programmatic Agreement.)

An authority's administration and regulation of wireless providers' activities in the ROW would have to be reasonable, nondiscriminatory, and competitively neutral and would have to comply with applicable law.

An authority could require a wireless provider to repair all damage to an ROW directly caused by the activities of the provider while occupying, constructing, installing, mounting, maintaining, modifying, operating, or replacing small cell wireless facilities, utility poles, or wireless support structures in the ROW and to return it to its functional equivalence before the damage. If the provider failed to make the repairs required by the authority within 60 days after written notice, the authority could make the repairs and charge the wireless provider the reasonable, documented cost of repairs.

Permit

The following provisions would apply to activities of a wireless provider within a public ROW.

Except as otherwise provided, an authority could require a permit to collocate a small cell wireless facility or install, modify, or replace a utility pole on which a small cell wireless facility would be collocated if the permit were of general applicability. The processing of an application for such a permit would be subject to all of the following:

- The authority could not directly or indirectly require an applicant to perform services unrelated to the collocation for which a permit was sought, such as reserving fiber, conduit, or pole space for the authority or making other in-kind contributions to the authority.
- A wireless provider would have to provide, to each affected authority to which an application for the activity was not submitted, notification of the wireless provider's intent to locate a small cell wireless facility within the ROW, if a proposed activity would occur within a shared ROW or an ROW that overlapped another ROW, and the authority could require proof of other necessary permits, permit applications, or easements to ensure all necessary permissions for the proposed activity were obtained.
- The authority could require an applicant to include an attestation that the small cell wireless facilities would be operational for use by a wireless services provider within one year after the permit was issued, unless the authority and the applicant agreed to extend the period or delay was caused by lack of commercial power or communications transport facilities to the site.
- The application would have to be processed on a nondiscriminatory basis.
- Approval of an application would authorize the wireless provider to undertake an installation or collocation and maintain the small cell wireless facilities and any associated utility poles or wireless support structures covered by the permit for as long as the site was in use and in compliance with the initial permit, subject to relocation requirements that would apply to similarly situated users of an ROW and the applicant's right to terminate at any time.
- An authority could not institute a moratorium on filing, receiving, or processing applications or issuing permits for the collocation of small cell wireless facilities or the installation, modification, or replacement of utility poles on which the facilities could be collocated.
- An authority and an applicant could extend a time period by mutual agreement.

Within 25 days after receiving an application, an authority would have to notify the applicant in writing whether the application was complete. If the application were incomplete, the notice would

have to clearly and specifically delineate missing documents or information. The notice would toll the running of the time for approving or denying an application as described below.

The running of the time period tolled would resume when the applicant made a supplemental submission in response to the authority's notice of incompleteness. If a supplemental submission were inadequate, the authority would have to notify the applicant in writing within 10 days after receiving the supplemental submission that it did not provide the information identified in the original notice delineating missing documents or information. The time period could be tolled in the case of second or subsequent notices under the procedures identified above. Second or subsequent notices of incompleteness could not specify missing documents or information that was not delineated in the original notice.

An authority would have to approve or deny an application and notify the applicant in writing within the following period of time after the application was received:

- 60 days, for an application for the collocation of small cell wireless facilities on a utility pole, subject to the following adjustments: an additional 15 days if an application from another wireless provider were received within one week of the application in question, and an additional 15 days if, before the otherwise applicable 60-day or 75-day time period elapsed, the authority notified the applicant in writing that an extension was needed and the reasons for the extension.
- 90 days, for an application for a new or replacement utility pole that would not exceed 40 feet above ground level, unless a taller height was agreed to by the authority, and associated small cell facility, subject to the following adjustments: an additional 15 days if an application from another wireless company were received within one week of the application in question; and an additional 15 days if, before the otherwise applicable 90-day or 105-day time period elapsed, the authority notified the application in writing that an extension was needed and the reasons for the extension.

If an authority failed to comply with these provisions, the completed application would be considered approved subject to the condition that the applicant provide the authority at least 7 days' advance written notice that the applicant would be proceeding with the work pursuant to this automatic approval.

An authority could deny a completed application for a proposed collocation of a small cell wireless facility or installation, modification, or replacement of a utility pole that would not exceed 40 feet above ground level, unless a taller height was agreed to by the authority, only if the proposed activity would do any of the following:

- Materially interfere with the safe operation of traffic control equipment.
- Materially interfere with sight lines or clear zones for transportation or pedestrians.
- Materially interfere with compliance with the Americans with Disabilities Act, or similar Federal, State, or local standards regarding pedestrian access or movement.
- Materially interfere with maintenance or full unobstructed use of public utility infrastructure under the jurisdiction of an authority.
- Materially interfere with maintenance or full unobstructed use of the drainage infrastructure as it was originally designed, or not be located a reasonable distance from the drainage infrastructure to ensure maintenance under the Drain Code and access to the drainage infrastructure, with respect to drainage infrastructure under the jurisdiction of an authority.
- Fail to comply with reasonable, nondiscriminatory, written spacing requirements of general application adopted by ordinance or otherwise that applied to the location of ground-mounted equipment and new utility poles that did not prevent a wireless provider from serving any location.
- Fail to comply with applicable codes.
- Fail to comply with provisions pertaining to underground or buried cables, or historic districts.
- Fail to meet reasonable, objective, written stealth or concealment criteria for small cell wireless facilities applicable in a historic district or other designated area, as specified in an ordinance

and nondiscriminatorily applied to all other occupants of an ROW, including electric utilities, incumbent or competitive local exchange carriers, fiber providers, cable television operators, and the authority.

An authority could require an applicant to provide information and documentation to enable the authority to make a decision with regard to the criteria listed above. An authority also could require a certification of compliance with FCC rules related to radio frequency emissions from a small cell wireless facility.

If the completed application were denied, the written notice to the applicant would have to explain the reasons for the denial and, if applicable, cite the specific provisions of applicable codes on which the denial was based. The applicant could cure the deficiencies identified by the authority and resubmit the application within 30 days after the denial without paying an additional application fee. The authority would have to limit its review of the revised application to the deficiencies cited in the denial.

An applicant could at its discretion file a consolidated application and receive a single permit for the collocation of up to 20 small cell wireless facilities within the jurisdiction of a single authority or, in the case of the Michigan Department of Transportation (MDOT), a single designated control section as identified on MDOT's website. The small cell facilities within a consolidated application would have to consist of substantially similar equipment and be placed on similar types of utility poles or wireless support structures. An authority could approve a permit for one or more small cell wireless facilities included in a consolidated application and deny a permit for the remaining small cell facilities. An authority could not deny a permit for a small cell facility included in a consolidated application on the basis that a permit was being denied for one or more other facilities included in that application.

Within one year after a permit was granted, a wireless provider would have to complete collocation of a small cell wireless facility that was to be operational for use by a wireless services provider, unless the authority and the applicant agreed to extend the period or the delay was caused by the lack of commercial power or communications facilities at the site. If the wireless provider failed to complete the collocation within the applicable time, the permit would be void and the wireless provider could reapply for a permit. A permittee could voluntarily request that the permit be terminated.

An authority could revoke a permit, upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and any associated utility pole failed to meet the requirements listed above as reasons for which an authority could deny a completed application.

An authority could not require a permit or any other approval or require fees or rates for any of the following:

- The replacement of a small cell wireless facility with a small cell wireless facility that was not larger or heavier, in compliance with applicable codes.
- Routine maintenance of a small cell wireless facility, utility pole, or wireless support structure.
- The installation, placement, maintenance, operation, or replacement of micro wireless facilities that were suspended on cables strung between utility poles or wireless support structures in compliance with applicable codes.

These activities would be exempt from zoning review.

An authority that received an application to place a new utility pole could propose an alternative location within an ROW or on property or structures owned or controlled by an authority within 75 feet of the proposed location to either place the new utility pole or colocate on an existing structure. The applicant would have to use the alternative location if, as determined by the applicant, it had the right to do so on reasonable terms and conditions and the alternative location did not impose unreasonable technical limits or significant additional costs.

Before discontinuing its use of a small cell wireless facility, utility pole, or wireless support structure, a wireless provider would have to notify an authority in writing. The notice would have to specify when and how the wireless provider intended to remove the small cell wireless facility, utility pole, or wireless support structure. The authority could impose reasonable and nondiscriminatory requirements and specifications for the wireless provider to return the property to its preinstallation condition. If the wireless provider did not complete the removal within 45 days after the discontinuance of use, the authority could complete the removal and assess the costs of removal against the wireless provider. A permit for a small cell wireless facility would expire upon removal of the facility.

An authority would not be prohibited from requiring a permit for work that would reasonably affect traffic patterns or obstruct vehicular or pedestrian traffic in an ROW.

"Micro wireless facility" would mean a small cell wireless facility that is not more than 24 inches in length, 15 inches in width, and 12 inches in height and that does not have an exterior antenna more than 11 inches in length.

"Applicable codes" would mean uniform building, fire, electrical, plumbing, or mechanical codes adopted under the Single State Construction Code Act, or adopted by the United States Occupational Safety and Health Administration or by a state or national code organization, including the National Electrical Safety Code published by the Institute of Electrical and Electronic Engineers.

Permit Fee

An application fee for a permit to collocate a small cell wireless facility, or install, modify, or replace a utility pole on which such a facility would be collocated, could not exceed the lesser of the following:

- \$200 for each small cell wireless facility alone.
- \$300 for each small cell wireless facility and a new utility pole to which it would be attached.

Every five years after the proposed Act took effect, the maximum fees then authorized would be increased by 10% and rounded to the nearest dollar.

Zoning Approval: Review

The provisions discussed below would apply to zoning reviews for the following activities that would be subject to zoning review and approval, that would not be a permitted use, and that took place within or outside a public ROW:

- The modification of existing or installation of new small cell wireless facilities.
- The modification of existing or installation of new wireless support structures used for such facilities.

Within 30 days after receiving an application for a zoning approval, an authority would have to notify the applicant in writing whether the application was complete. If the application were incomplete, the notice would have to clearly and specifically delineate all missing documents or information. The notice would toll the running of the 30-day period.

The running of the time period tolled would resume when the applicant made a supplemental submission in response to the authority's notice of incompleteness. If a supplemental submission were inadequate, the authority would have to notify the applicant within 10 days after receiving the submission that it did not provide the information identified in the original notice delineating missing documents or information. The time period could be tolled in the case of second or subsequent notices under the procedures identified above. Second or subsequent notices of

incompleteness could not specify missing documents or information that was not delineated in the original notice of incompleteness.

The application for a zoning approval would have to be processed on a nondiscriminatory basis.

An authority would have to approve or deny an application and notify the applicant in writing within 90 days after an application for a modification of a wireless support structure or installation of a small cell wireless facility was received or 150 days after an application for a new wireless support structure was received. The time period for approval could be extended by mutual agreement between the applicant and authority. If the authority failed to comply with these provisions, the application would be considered approved subject to the condition that the applicant provide the authority at least 15 days' advance written notice that the applicant would be proceeding with the work pursuant to this automatic approval.

An authority could not deny an application unless all of the following applied:

- The denial was supported by substantial evidence contained in a written record that was publicly released contemporaneously.
- There was a reasonable basis for the denial.
- The denial would not discriminate against the applicant with respect to the placement of the facilities of other wireless providers.

An authority's review of an application for a zoning approval would be subject to all of the following:

- An authority could not evaluate or require an applicant to submit information about an applicant's business decisions with respect to any of the following: the need for a wireless support structure or small cell wireless facilities; or the applicant's service, customer demand for the service, or the quality of service.
- Any requirements regarding the appearance of facilities, including those relating to materials used or arranging, screening, or landscaping, would have to be reasonable.
- Any setback or fall zone requirement would have to be substantially similar to such a requirement imposed on other types of commercial structures of a similar height.

An applicant's business decision on the type and location of small cell wireless facilities, wireless support structures or technology to be used would be presumed to be reasonable. This presumption would not apply with respect to the height of wireless facilities or wireless support structures. An authority could consider the height of such structures in its zoning review, but could not discriminate between the applicant and other communications service providers.

An application fee for a zoning approval could not exceed the following:

- \$1,000 for a new wireless support structure or a modification of an existing wireless support structure.
- \$500 for a new small cell wireless facility or modification of an existing small cell wireless facility.

Within one year after a zoning approval was granted, a wireless provider would have to commence construction of the approved structure or facilities that were to be operational for use by a provider, unless the authority and the applicant agreed to extend the period or the delay was caused by a lack of commercial power or communications facilities at the site. If the provider failed to commence construction within the time period required, the zoning approval would be void, and the provider could reapply for a zoning approval. However, the provider could voluntarily request that the zoning approval be terminated.

An authority could not institute a moratorium on either of the following: filing, receiving, or processing applications for zoning approval; or issuing approvals for installations that were not a permitted use.

An authority could revoke a zoning approval, upon 30 days' notice and an opportunity to cure, if the permitted small cell wireless facilities and any associated wireless support structure failed to meet the requirements of the approval, applicable codes, or applicable zoning requirements.

Collocation Rates & Fees

An authority could not enter into an exclusive arrangement with any person for the right to attach to authority poles. A person who purchased, controlled, or otherwise acquired an authority pole would be subject to the requirements described below.

("Authority pole" would mean a utility pole owned or operated by an authority and located in the ROW.)

The rate for the collocation of small cell wireless facilities on authority poles would have to be nondiscriminatory regardless of the services provided by the collocating person. The rate could not exceed \$30 per year per authority pole. Every five years after the date the proposed Act took effect, the maximum rate then authorized would be increased by 10% and rounded to the nearest dollar. This rate for the collocation of small cell wireless facilities on authority poles would be in addition to the rate charged for the use of an ROW.

If, on the date the Act took effect, an authority had a rate, fee, or other term in an ordinance or in an agreement with a wireless provider that did not comply with these provisions, the authority would have to revise the rate, fee, or term, within 90 days after that date. Both of the following would apply:

- An ordinance or agreement between an authority and a wireless provider that was in effect on the date the Act took effect and that related to the collocation on authority poles of small cell wireless facilities installed and operational before that date would remain in effect as it related to those collocations, subject to termination provisions in the ordinance or agreement.
- The rates, fees, and terms established in the Act would apply to the collocation on authority poles of small cell wireless facilities that were installed and operational after the rates, fees, and terms took effect.

Within 90 days after receiving the first request to collocate a small cell wireless facility on an authority pole, the authority would have to make available, through ordinance or otherwise, the rates, fees, and terms for the collocation of small cell wireless facilities on the authority poles. The rates, fees, and terms would have to comply with all of the following:

- The rates, fees, and terms would have to be nondiscriminatory, competitively neutral, and commercially reasonable.
- The authority would have to provide a good-faith estimate for any make-ready work within 60 days after receiving a complete application, and any make-ready work would have to be completed within 60 days of the applicant's written acceptance of the good-faith estimate.
- The person owning or controlling the authority pole could not require more make-ready work than required to comply with law or industry standards.

Fees for make-ready work could not: include costs related to preexisting or prior damage or noncompliance unless the damage or noncompliance was caused by the applicant; include any unreasonable consultant fees or expenses; or exceed actual costs imposed on a nondiscriminatory basis.

These provisions would not require an authority to install or maintain any specific authority pole or to continue to install or maintain authority poles in any location if the authority made a nondiscriminatory decision to eliminate aboveground poles of a particular type generally, such as electric utility poles, in a designated area of its geographic jurisdiction. For authority poles with collocated small cell wireless facilities in place when an authority made a decision to eliminate aboveground poles of a particular type, the authority would have to do one of the following:

- Continue to maintain the authority pole.
- Install and maintain a reasonable alternative pole or wireless support structure for the collocation of the small cell wireless facility.
- Offer to sell the pole to the wireless provider at a reasonable cost.
- Allow the wireless provider to install its own utility pole so it could maintain service from that location.
- Proceed as provided by an agreement between the authority and the wireless provider.

Municipally Owned Electric Utility

"Municipally owned electric utility" would mean a system owned by a municipality or combination of municipalities to furnish power or light and would include a cooperative electric utility that, on or after the date the proposed Act took effect, acquired all or substantially all of the assets of a municipal electric utility, when applying the Act to the former territory of the municipal electric utility.

The governing body of a municipally owned electric utility could not enter into an exclusive agreement with any person for the right to attach to nonauthority poles, and would have to allow the collocation of small cell wireless facilities on nonauthority poles on a nondiscriminatory basis.

The collocation of small cell wireless facilities on nonauthority poles by a wireless provider would have to comply with the applicable, nondiscriminatory safety and reliability standards adopted by the governing body of a municipally owned electric utility and with the National Electric Safety Code published by the Institute of Electrical and Electronics Engineers. The governing body could require a wireless provider to execute an agreement if such an agreement were required of all other nonauthority pole attachments.

The governing body of a municipally owned electric utility would have to adopt a nondiscriminatory and competitively neutral process for requests by wireless providers to colocate small cell wireless facilities on nonauthority poles. If such a process had not been adopted within 90 days after the date the proposed Act took effect, the application process for a permit within a public ROW would apply to such requests. The governing body of a municipally owned electric utility could not impose a moratorium on the processing of nonauthority pole collocation requests, or require a wireless provider to perform any service not directly related to the collocation. The governing body could charge a maximum fee of \$100 per nonauthority pole for processing the request. The governing body also could charge an additional fee of up to \$100 per nonauthority pole for processing the request, if a modification or maintenance of the collocation required an engineering analysis. Every five years after the date the Act took effect, the maximum fees then authorized would be increased by 10% and rounded to the nearest dollar.

The rate for a wireless provider to colocate on a nonauthority pole in an ROW could not exceed \$50 annually per nonauthority pole. Every five years after the date the proposed Act took effect, the maximum rate then authorized would be increased by 10% and rounded to the nearest dollar.

A wireless provider would have to comply with the process for make-ready work that the governing body of a municipally owned electric utility had adopted for other parties under the same or similar circumstances that attached facilities to nonauthority poles. If such a process had not been adopted, the wireless provider and the governing body would have to comply with the process for make-ready work under 47 USC 224 and implementing orders and regulations. (That section of the U.S. Code pertains to attachments by a cable television system or telecommunications service provider to a pole, duct, conduit, or right-of-way owned or controlled by a utility.) A good-faith estimate established by the governing body for any make-ready work for nonauthority poles would have to include pole replacement, if necessary. All make-ready costs would have to be based on actual costs, with detailed documentation provided.

If a wireless provider were required to relocate small cell facilities colocated on a nonauthority pole, it would have to do so in accordance with the nondiscriminatory terms adopted by the governing body of a municipally owned electric utility.

An attaching entity, and all contractors or parties under its control, would have to comply with reliability, safety, and engineering standards adopted by the governing body of a municipally owned electric utility, including the following:

- Applicable engineering and safety standards governing installation, maintenance, and operation of facilities and the performance of work in or around the municipally owned electric utility nonauthority poles and facilities.
- The National Electric Safety Code.
- Regulations of the U.S. Occupational Safety and Health Administration.
- Other reasonable safety and engineering requirements to which municipally owned electric facilities were subject by law.

The governing body of a municipally owned electric utility could require an attaching entity to execute an agreement for wire or cable attachments to nonauthority poles or related infrastructure.

The governing body of a municipally owned electric utility could not charge an attaching entity a rate for wire or cable pole attachments within the communication space on a nonauthority pole greater than the maximum allowable rate pursuant to 47 USC 224(d) and (e) as established in FCC Order on Reconsideration 15-151. ("Communication space" would mean that term as defined in the National Electric Safety Code. Under 42 USC 224, rates must be just and reasonable. Section 224(d) provides for a determination of whether a rate is just and reasonable, and Section 224(e) requires any increase in the rates for pole attachments from the adoption of regulations to be phased in equal annual increments over a period of five years.)

Subject to proposed provisions pertaining to court action (described below), an attaching entity could commence a civil action for injunctive relief for a violation these provisions. The attaching entity could not file an action unless it had first given the municipally owned electric utility a written notice of the intent to sue. Within 30 days after the utility received the notice of intent to sue, the utility and the attaching entity would have to meet and make a good-faith attempt to determine if there was a credible basis for the action. If the parties agreed that there was a credible basis for the action, the governing body of the utility would have to take all reasonable and prudent steps necessary to comply with the applicable requirements within 90 days after the meeting.

Requirement to Indemnify, Defend, or Insure

With respect to a small cell wireless facility, a wireless support structure, or a utility pole, as part of the permit process for activities of a wireless provider within the public ROW, a zoning approval process for the modification or installation of new small cell wireless facilities or wireless support structures, or a request process for wireless providers to colocate small cell wireless facilities on nonauthority poles, an authority or the governing body of a municipally owned electric utility could require a wireless provider to defend, indemnify, and hold harmless the authority or the governing body, and its officers, agents, and employees, against any claims, demands, damages, lawsuits, judgments, costs, liens, losses, expenses, and attorney fees resulting from the installation, construction, repair, replacement, operation, or maintenance of any wireless facilities, wireless support structures, or utility poles to the extent caused by the applicant, its contractors, its subcontractors, and the officers, employees, or agents of any of those. A wireless provider would have no obligation to defend, indemnify, or hold harmless an authority or governing body, or its officers, agents, or employees, against any liabilities or losses due to or caused by the sole negligence of the authority or the governing body, or its officers, employees, or agents.

Additionally, an authority or the governing body of a municipally owned electric utility could require a wireless provider to obtain insurance naming the authority or the governing body, and its officers, agents, and employees, as additional insureds against any claims, demands, damages, lawsuits,

judgments, costs, liens, losses, expenses, and attorney fees. A wireless provider could meet all or a portion of the authority's insurance coverage and limit requirements by self-insurance. To the extent a wireless provider self-insured, it would have to provide to the authority evidence demonstrating, to the authority's satisfaction, the provider's financial ability to meet the authority's insurance coverage and limit requirements.

Authority Limitations

An authority would not have jurisdiction or authority over the design, engineering, construction, installation, or operation of a small cell wireless facility located in an interior structure or upon a campus of an institution of higher education, including any stadiums or athletic facilities associated with the institution, a professional stadium, or a professional athletic facility, other than to enforce applicable codes. The proposed Act would not authorize the State or any other authority to require wireless facility deployment or to regulate wireless services.

Fees Less than Maximum

Subject to other requirements of the proposed Act, an authority could establish a fee or rate less than the maximum specified for utility poles or wireless support structures in an ROW in the authority's geographic jurisdiction on which a wireless provider had colocated a small cell wireless facility, a permit application, zoning approval application, or the collocation of small cell facilities on authority poles.

Dispute Resolution

The circuit court would have jurisdiction to determine all disputes arising under the proposed Act. Venue would lie in the judicial circuit where an authority or municipally owned electric utility was located. In addition to its right to appeal to the circuit court, an applicant could elect, at its sole discretion, to appeal a determination under the Act to an authority, if the authority had an appeal process to render a decision expeditiously.

Bonding Requirements

As a condition of a permit described in the proposed Act, an authority could adopt bonding requirements for small cell wireless facilities if the authority imposed similar requirements in connection with permits issued for similarly situated users of an ROW. The purpose of the bonds would have to be one or more of the following:

- To provide for the removal of abandoned or improperly maintained small cell wireless facilities, including those that an authority determined should be removed to protect public health, safety, or welfare.
- To repair the ROW as provided by the Act.
- To recoup rates or fees that a wireless provider had not paid in more than 12 months, if the provider had received 60-day advance notice from the authority of noncompliance.

An authority could not require a cash bond unless the wireless provider had failed to obtain or maintain a bond required under these provisions, or the surety had defaulted or failed to perform on a bond given to the authority on behalf of the wireless provider. Also, an authority could not require a bond in an amount exceeding \$1,000 per small cell wireless facility.

Scope of Act: MPSC Jurisdiction

The proposed Act would not impose or otherwise affect any rights, controls, or contractual obligations of an investor-owned utility whose rates are regulated by the Michigan Public Service Commission, an affiliated transmission company, an independent transmission company, or a cooperative electric utility (unless it acquired all or substantially all of the assets of a municipal

electric utility after the Act's effective date) with respect to its poles or conduits, similar structures, or equipment of any type.

The Act also would not add to, replace, or supersede any law regarding poles or conduits, similar structures, or equipment of any type owned or controlled by any of those entities.

Except for the purposes of a wireless provider obtaining a permit to occupy an ROW, the Act would not affect an investor-owned utility whose rates are regulated by the MPSC. Notwithstanding any other provision of the Act, the MPSC would have sole jurisdiction over attachment of wireless facilities on the poles, conduits, and similar structures or equipment of any type or kind owned or controlled by an investor-owned utility whose rates are regulated by the MPSC.

Other Provisions

A small cell wireless facility for which a permit was issued would have to be labeled with the name of the wireless provider, emergency contact telephone number, and information that identified the facility and its location.

A wireless provider would be responsible for arranging and paying for the electricity used to operate a small cell wireless facility.

MCL 125.3205 (S.B. 894)

ARGUMENTS

(Please note: The arguments contained in this analysis originate from sources outside the Senate Fiscal Agency. The Senate Fiscal Agency neither supports nor opposes legislation.)

Supporting Argument

The rapid proliferation and advancement of smartphones, tablets, and other wireless devices has placed a considerable strain on Michigan's communications infrastructure. The solution to easing this burden is the deployment of small cell technology, the next generation of wireless communications. Michigan led the nation in helping telecommunications carriers gain access to public rights-of-way through the enactment in 2002 of the Metropolitan Extension Telecommunications Rights-Of-Way Oversight Act, which was designed to streamline the process for authorizing access to and use of public ROWs, ensure the reasonable control and management of ROWs by municipalities, and provide for common public ROW maintenance fees.

Although the telecommunications industry has been working to obtain local government approval to place small cells on vertical structures in public ROWs across Michigan, the permitting process is slow and unpredictable, even when only a small antenna needs be attached to the top of an existing municipally owned pole. In other cases, many municipalities do not allow access to ROWs or they require noneconomically feasible fees for access. The bills would establish reasonable and standardized fees for attachment to municipally owned poles and structures, and would encourage timely approval of small cell locations and installation. Streamlining the permitting, installation, and maintenance processes associated with mounting small cell wireless facilities in a municipal ROW would bolster Michigan's existing wireless networks and make way for 5G networks and other coming improvements to wireless communications technology.

Compared to 4G networks, 5Gs are expected to be 100 times faster, support 100 times more devices, and provide five times faster response time, according to the CTIA, a trade association that represents the wireless communications industry. However, 5G cannot be implemented using the State's existing wireless infrastructure. The need to modernize this infrastructure is highlighted by the plans of AT&T to introduce mobile 5G service in a dozen markets by late 2018. 5G will operate using millimeter wave spectrum, which offers higher capacity rates than low-band spectrum. However, millimeter wave transmitters must be close to the ground and do not transmit over long distances, so AT&T plans on using small cells to launch its 5G network. The bills would create a regulatory environment conducive to the rollout of small cell technology to ensure that

the growing number of wireless consumers will have the reliable, on-demand coverage that they want and need when using their mobile devices and other technology.

Supporting Argument

In today's economy, access to the latest and most reliable wireless technology, as well as a fast and dependable communications network, is critical for business. Employers, employees, clients, and customers are becoming increasingly reliant on mobile devices and technology to stay connected and conduct business in the modern workplace. The deployment of a 5G network would promote economic growth and development in Michigan through greater broadband speeds and the new innovation that would come from the improved networks. A 2017 report from the American Consumer Institute Center for Citizen Research titled, "The Economic & Consumer Benefits from 5G", found that 5G is expected to generate nearly \$8.5 billion in economic investment and more than 105,000 jobs in Michigan over the next seven years.

The bills would foster a regulatory environment that would encourage wireless providers to invest in the kind of network enhancements and upgrades that would keep Michigan's communications infrastructure on the forefront of innovation. Creating a predictable statewide framework designed to streamline the process for small deployment inclusive of rates and fees would allow wireless providers to meet the increasing consumer demands and needs, and invite capital investment in the State. Other states that have passed similar legislation adopted policies specifically aimed at inviting investment in small cell technology. The proposed legislation is important for encouraging continued economic growth and prosperity in Michigan.

Supporting Argument

The use of small cells is key to "smart" cities and the future of transportation and road safety. Many local governments have a vision of creating connected cities that would operate more smoothly and efficiently, and improve services, while simultaneously reducing taxpayers' costs. Recent innovations in wireless and mobile technology allow the development of this type of connected technology. Whether the goal is smart lighting, improved traffic management, autonomous vehicles, smart parking, disaster awareness, or WiFi kiosks, however, these innovations require more reliable wireless connectivity and increased data usage than are currently available.

Michigan also is on the cutting edge of autonomous and automated vehicle development. The operation and safety of connected and autonomous vehicles require infrastructure that will allow vehicles to communicate with each other on the road and with surrounding infrastructure, such as traffic signals and crosswalks, through the use of wireless and mobile communications technology. Connected vehicle technology could alert drivers to imminent crash situations, such as a blind-side merger or the sudden braking of a vehicle traveling in front of the driver. Connected infrastructure also could alert drivers when they entered school or construction zones, or when an upcoming traffic light was about to change.

Connected cities and autonomous and automated vehicle technology, however, require a quick and reliable wireless network in order to become a reality. Small cell technology is a critical component of implementing this type of connectivity. The bills would establish a streamlined process for small cell deployment to improve the way Michigan residents live and travel.

Response: Currently, there are several entities at the local, State, and Federal levels involved in the research and development of autonomous and connected vehicle technology. The bills would interfere with the deployment of hardware and technology necessary for autonomous and connected vehicles. Traffic signal systems and equipment for autonomous and connected vehicles is cutting-edge technology and adding small cells to authority or utility poles could create unforeseen problems.

Supporting Argument

The use of small cell technology would offer additional wireless capacity in high-traffic areas, which is key to advancing FirstNet throughout the State. FirstNet, which was created by AT&T in a public-private partnership with the First Responder Network Authority, is the country's first and only

nationwide public safety communications platform dedicated to first responders. FirstNet is a broadband LTE ("Long-Term Evolution") network that allows first responders and other public safety personnel to send and receive voice, data, video, images, and text without network congestion, and enables information-sharing across disciplines and jurisdictions. This new technology makes it even more critical for Michigan to support network deployments that build on advances in public safety and wireless communications technology. Having a dedicated public safety network would make it easier for police officers, firefighters, and EMTs to respond timely and effectively in times of need. By allowing easier small cell deployment, the bills would benefit members of the public and the first responders who serve them.

Supporting Argument

Modern agriculture is a highly competitive, high-tech, global business that is constantly evolving. Today, access to technology is a key factor in determining success for Michigan farms. As farming technology has improved to include GPS-steered equipment, wireless monitoring systems, and digital data collection, access to high-speed internet now is a necessity for farm operations. However, rural areas disproportionately lack access to high-speed wireless technology. According to a November 2017 article from The Center for Michigan, 37% of residents in rural areas of Michigan had no access to high speed broadband, and in some counties, 100% of rural residents had no access. Deploying small cell technology would strengthen wireless networks in rural areas by increasing the availability and reliability of high-speed wireless technology throughout Michigan. This would mean additional capacity, greater speeds, and a better overall wireless experience that would benefit farmers and rural business interests across the State.

Opposing Argument

Many townships and local governments have seen an increase in requests to build within their public ROWs. These include requests to erect small cell wireless facilities that are placed at street level on street lights and power and traffic light poles. Under the bills, wireless service providers would virtually have free rein to place these wireless facilities on utility poles with little or no local oversight of their placement or the number of facilities in an area, and no consideration for the aesthetics of the ROWs. The proposed definition of "small cell wireless facility" would permit wireless providers to install equipment that would have to fit within an imaginary space of not more than six cubic feet, and all the wireless equipment would have to be not more than 25 cubic feet in volume. Essentially, the legislation would allow these providers to attach industrial refrigerator-size equipment to poles. Space within ROWs is already at a premium and the bills would further limit access to these areas for pedestrians. Residents in local communities do not want this size or type of equipment outside of their homes. Additionally, many local planning commissions spend a lot of time determining how ROWs should look, and it would be unfair for the telecommunications industry to usurp local government control over the appearance of their ROWs. The bills would force local municipalities to litigate to preserve the residential character of their communities.

The bills also would take away a principal property interest from every community in the State without a commitment from the wireless industry as to what it would provide in exchange for this public, taxpayer-supported property. Even though Senate Bill 637 (S-2) discusses the charges that the local governments could collect from wireless providers, there is no discussion of what rates wireless providers could charge taxpaying customers for wireless service. If the people are going to have to maintain the ROWs with their taxpayer money, the wireless providers should have to pay a fair market value for use of the ROWs. In order to protect the best interests of constituents, nonessential infrastructure, such as small cell facilities, should be controlled and authorized by local governing units.

Opposing Argument

The bills would have a detrimental effect on public health as they do not include any medical accommodations for people with a sensitivity to radiation, electromagnetic fields (EMFs), and radio frequencies. Although reports on the health hazards of 4G are just now emerging, there is a growing body of evidence that the radiation emitted from wireless technology adversely affects the health of wildlife, farm animals, and humans, particularly those with a sensitivity to EMF

sources. This sensitivity to EMF emissions is generally called "electromagnetic hypersensitivity syndrome" (EHS), and is characterized by a wide variety of mild to severe dermatological, immunological, and neurological symptoms. Although many people believe there is no scientific evidence that links these reported symptoms to exposure to EMF, the World Health Organization has conducted research into the existence of EHS. It estimates that the reported prevalence of EHS is a few individuals per 1.0 million. The Bioinitiative Working Group, an international collaboration of scientists, researchers, and public health policy professionals, released reports detailing the negative effects of EMFs. These reports conclude that chronic exposure to low-level radiation, such as that emitted from cell phones, can cause a variety of cancers, impair people's immune systems, and contribute to Alzheimer's disease, dementia, and heart disease.

Small cell technology would add more man-made nonionizing microwave radiation to the environment, and current levels already make people ill. The FCC has yet to study all of the health effects of the widespread implementation of small cell technology. It should not be deployed until independent studies have been conducted to determine what kind of effect the nonionizing radiation from 5G could have on humans.

Legislative Analyst: Stephen Jackson

FISCAL IMPACT

Senate Bill 637 (S-2)

The bill would have an indeterminate fiscal impact on the State and a likely negative impact on local units of government.

The bill would set limits on permit application fees and annual rent fees that authorities could charge for the use or placement of utility poles within the right-of-way for small cell wireless providers. Authorities are defined in the bill to include the Department of Transportation, counties, townships, cities, and villages. The Department believes that the fees identified in the bill would be sufficient to cover the administrative costs associated with any work done in the portions of the ROW within its jurisdiction.

Local units of government do not currently have a standard rent or permitting fee structure for utility pole work done in the ROW. Fees most often vary based on actual costs, and may be larger or smaller than the limits identified in the bill due to several factors, including whether the ROW location is within an urban or rural setting, the available space within the ROW at that location, aesthetic considerations, potential damage to the ROW, and safety concerns. Some of these factors are addressed in the bill, as an authority could require a wireless provider to purchase insurance for work on the ROW and also could require a bond for any damage done to the ROW. The bill would prohibit an authority from charging a small cell wireless provider for unreasonable consultant fees associated with make-ready work, as defined in the bill. Many local units of government, particularly smaller counties, townships, and villages, do not have engineers or attorneys on staff who can review plans for work within the ROW. When those types of services would be required, the bill could prohibit those units of government from transferring the costs to the small cell wireless provider.

Senate Bill 894 (S-1)

The bill would subject existing zoning ordinances to Senate Bill 637 (S-2). It would not have a direct impact on the State or local units of government beyond its reference to the language found in Senate Bill 637 (S-2), which would exempt the activities of wireless providers within the ROW from zoning review.

Fiscal Analyst: Michael Siracuse

SASA1718\S637a

This analysis was prepared by nonpartisan Senate staff for use by the Senate in its deliberations and does not constitute an official statement of legislative intent.

Introduced: _____
Public Hearing: _____
Adopted: _____
Effective: _____

CITY OF EAST LANSING

ORDINANCE NO. 1442

AN ORDINANCE TO ADD ARTICLE VI - DISTRIBUTED ANTENNA SYSTEMS AND SMALL CELL NETWORKS - AND SECTIONS 42-271, 42-272 AND 42-273 TO CHAPTER 42 - TELECOMMUNICATIONS - TO THE CODE OF THE CITY OF EAST LANSING TO REGULATE THE ADDITION OF DAS AND SMALL CELL SYSTEMS IN THE CITY

THE CITY OF EAST LANSING ORDAINS:

Article VI and Sections 42-271, 42-272 and 42-273 are hereby added to the Code of the City of East Lansing to read as follows:

ARTICLE VI. DISTRIBUTED ANTENNA SYSTEMS AND SMALL CELL NETWORKS

Sec. 42-271. Franchise Required.

No person, as defined in this chapter, shall install or operate any telecommunication facilities or related equipment for the provision of commercial mobile radio service carriers pursuant to a distributed antenna system or small cell network without a franchise agreement substantially in the form approved by Policy Resolution 2018-12, or subsequent replacement resolution, which rates established therein are hereby incorporated herein by reference.

Sec. 42-272. Interpretation of this Article and Franchise Agreement.

It is the intent of the City Council in adopting this provision that all provisions in this Article and in the franchise agreement required by this article be construed to protect the peace, health, safety and welfare of the residents of East Lansing as well as the aesthetics of the City of East Lansing. Only reasonably inconspicuous telecommunication facilities and related equipment are to be permitted in the city right-of-way pursuant to the terms of any franchise agreement. The franchisee shall at all times take the required measures to use the most inconspicuous equipment reasonably feasible at the time of installation. Franchisee shall also remove and/or replace existing equipment in the future when less conspicuous equipment becomes reasonably feasible or when and if the number of antennas for the system is no longer reasonably necessary and reduction of the number of antennas becomes reasonably feasible.

Any franchise agreement entered into pursuant to this Article shall remain in effect only to the extent the rates and regulations and other material provisions established in the franchise agreement and this Article remain in full force and effect. To the extent state or federal law makes unlawful and/or unenforceable any material provision of the franchise agreement required by this Article or any provision of this Article, the unlawful provisions are not severable and the franchise agreement shall terminate and be of no force and effect. To the extent authorized by law, under such circumstance, franchisee shall remove all such facilities placed in the city right-of-way pursuant to the franchise agreement unless the parties agree on a new franchise agreement that is compliant with the then existing law.

42-273. Franchise Nonexclusive and Revocable.

In accordance with Section 15.5 of the City Charter, any franchise authorized by this article shall be nonexclusive and shall be revocable at the will of the Council.

**CITY OF EAST LANSING
POLICY RESOLUTION 2018-12**

**A RESOLUTION TO ESTABLISH THE TERMS OF FRANCHISE AGREEMENTS FOR
DISTRIBUTED ANTENNA SYSTEMS AND/OR SMALL CELL NETWORKS**

WHEREAS, telecommunication companies and their suppliers have requested to install and occupy portions of the public right-of-ways in the City for the purpose of establishing within the City distributed antenna systems and/or small cell networks; and

WHEREAS, the City has obtained the advice of legal counsel with specialized knowledge in this field; and

WHEREAS, the legal counsel has recommended the City adopt and use a specific form of a franchise agreement, attached hereto as Appendix 1, that he has negotiated with telecommunication companies in other jurisdictions;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of East Lansing hereby establishes Appendix 1 as its adopted form of franchise agreement to which all franchisees installing wireless facilities in the public right-of-way must enter into in substantially the same form without material alteration thereto.

Moved by Council member: _____

Supported by Council member: _____

ADOPTED: Yeas: _____

Nays: _____

Absent: _____

Mark S. Meadows, Mayor

Dated: _____, 2018

CLERKS CERTIFICATION: I hereby certify that the foregoing is a true and complete copy of a Policy Resolution adopted by the East Lansing City Council at its meeting held on Tuesday, _____, 2018, the original of which is part of the Council's minutes.

Jennifer Shuster, City Clerk
City of East Lansing
Ingham and Clinton Counties, Michigan

Approved as to form:

Thomas M. Yeadon (P38237)
East Lansing City Attorney
601 Abbot Road, PO Box 2505
East Lansing, MI 48826-2502

DAS/SMALL CELL FRANCHISE AGREEMENT

BETWEEN

CITY OF _____

and

THIS FRANCHISE AGREEMENT (“AGREEMENT”) DATED AS OF THIS _____ DAY OF _____, 2018, IS ENTERED INTO BY AND BETWEEN THE CITY OF _____, A MUNICIPAL CORPORATION (“CITY or FRANCHISOR”), AND _____, A _____, L.L.C. (“FRANCHISEE” OR “_____”).

WHEREAS, the CITY has made significant investments of time and resources in the acquisition and maintenance of the public ways and such investment has enhanced the utility and value of the public ways; and

WHEREAS, the public ways within the CITY are used by and useful to private enterprises including Franchisee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the CITY ; and

WHEREAS, the right to access and/or occupy portions of such public ways for limited times, for the business of providing telecommunications services, is a valuable economic privilege; and

WHEREAS, beneficial competition between providers of communications services can be furthered by the CITY ’s provision of grants of location and rights to use the public ways on non-discriminatory and competitively neutral terms and conditions as specifically itemized in this agreement; and

WHEREAS, FRANCHISEE is a private enterprise engaged in **installing** facilities related to and/or **providing** various telecommunications services within the CITY by means of fiber connected Distributed Antenna Systems or other Small Cell Facilities (DAS/Small Cells or DAS Small Cell Networks); and

WHEREAS, FRANCHISEE desires to physically install and occupy portions of the public way to install wireless facilities as specifically enumerated herein, and/or to utilize CITY, FRANCHISEE or third party owned poles for use of it’s franchised DAS/Small Cells. City Light Poles are excluded from this agreement;

WHEREAS, FRANCHISEE is agreeing to compensate the CITY for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses

associated with DAS/Small Cells in exchange for a grant of location and the right to use and physically occupy portions of the public way for the limited purposes and times set forth below;

WHEREAS, the CITY grants this Franchise pursuant to its authority to manage its public spaces;

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the CITY and FRANCHISEE do hereby agree:

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

1.0 DEFINITIONS

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 “Agency” means any governmental agency or quasi-governmental agency other than the CITY, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, Metro Authority or Local Community Stabilization Authority.

1.2 “Grant” when used with reference to grant or authorization of the CITY means the prior written authorization of the CITY OF _____ (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean “Approval” as contemplated in various FCC determinations related to subsequent collocation requests which are expressly not granted by this Franchise.

1.3 “Business Day” means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the CITY.

1.4 “Day” means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.5 “FCC” means the Federal Communications Commission.

1.6 “Hazardous Material” means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.7 **“Law” or “Laws”** means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.8 **“DAS/Small Cells”** means any and all telecommunication facilities or related equipment installed and/or operated by FRANCHISEE for the provision of commercial mobile radio service (“CMRS”) carriers and including cables, antennas, brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by FRANCHISEE as described in Exhibit A attached hereto.

1.9 **“Person”** means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.10 **“Public Ways” or “Public Rights-of-Way”** means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings and any other public places owned by and within the CITY as the same now or may hereafter exist and which are under the permitting jurisdiction of the CITY .

1.11 **“Release”** when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of FRANCHISEE.

1.12 **“Services”** means those services provided by or through DAS/Small Cells FRANCHISEE as specifically identified in the attached detailed plans and specifications See Exhibit A. If the CITY grants the provision of any other services by FRANCHISEE, upon such grant, the definition of “Services” shall automatically be revised to include any such grant of additional services. Unless specifically expressed in this agreement, Service does not mean video service of any kind.

1.13 **“Poles”** means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, non-City owned lighting fixtures or other similar poles located in the Public Way, which poles are owned by the CITY or FRANCHISEE or any third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes City owned light poles and any and all other historically or architecturally significant poles owned by the CITY located on public ways or, other similar street features.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution by the CITY (“The Commencement Date”) and shall end on the same date as termination of any associated Metro Act Permit or, if no associated Metro Act Permit is issued, a term of ten years from the date of commencement.

Upon written application to CITY delivered no later than one year before the end date of the term of this FRANCHISE, the FRANCHISEE may request to amend this FRANCHISE to extend the end date to a proposed new date. Assuming the Franchisee has met all conditions of the FRANCHISE and performed to CITY’s satisfaction in providing the Services in the CITY, and assuming that CITY believes extension of the term of this Franchise would be in the public interest, the term end date of this FRANCHISE may be extended.

3.0 DESCRIPTION OF WORK

3.1 Installation of DAS/SMALL CELL NETWORKS: During the term of this Agreement, FRANCHISEE is authorized, on a non-exclusive basis, to locate and install antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cell networks including utility poles, light poles or, to attach to CITY poles, traffic signal poles, if any, or other CITY owned poles to house and operate a DAS/Small Cell Network in the public right of way or other CITY owned or controlled property, as more particularly identified in Exhibit A.

This agreement alone, does not give any rights to use any property, poles or other structures not owned by the CITY or FRANCHISEE. Prior to installation of any DAS/Small Cell equipment including third party owned poles, in any CITY right of way, FRANCHISEE shall obtain written authorization for such installation upon such specifically designated property or pole from the owner of the property or pole, including the CITY, and shall provide the CITY with written evidence of such authorization, if received from a 3rd party.

3.1.1. Location of DAS/Small Cell Networks: The CITY may grant or deny the location and installation of any DAS/Small Cell equipment on a pole or other structure prior to installation, based on reasonable proprietary and or regulatory factors, such as the location of other present or future communications facilities owned by or installed at the direction or permission of the CITY, efficient use of physical space to avoid premature exhaustion of rights of way resources and space, potential interference with other communications facilities and services, the public safety of the motoring public and other users of the rights of way, maintaining the integrity and character of the various community districts as embodied in the zoning ordinances of the CITY. Such zoning ordinances NOT binding upon either party to this agreement regarding use of CITY property including rights of way, but as a guide employed at the discretion of the CITY, and other critical public services. Provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed.

3.1.2 Map and List of DAS/Small Cell Equipment: FRANCHISEE shall maintain in a form acceptable to the CITY , a current map and list of the locations of all Facilities used by FRANCHISEE for its DAS/Small Cell Network pursuant to this Agreement and located in public ways. FRANCHISEE shall provide such list to the CITY within ten (10) Business Days upon completion of the installations permitted in this agreement and, FRANCHISEE shall, whether or not requested by the CITY , provide an updated list and map promptly after any change is made in regard to the locations of the specific intallations specified by FRANCHISEE in such lists and maps. FRANCHISEE shall obtain all required permits and grants of the CITY and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. FRANCHISEE shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, or other structure except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than one antenna or other related structure on any single pole or other structure.

3.1.3 Changes to DAS/Small Cell Networks or Their Location on Poles Located in Public Ways: If FRANCHISEE proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located in public Rights-of-Way deviate in any material way from the specifications attached hereto as Exhibit A, then FRANCHISEE shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the CITY and owners of the poles located on Public Rights-of-Way and shall provide the CITY with written evidence of such authorization. The CITY may not unreasonably deny use of the different but comparable equipment, or non-material deviation from the specifications set forth in Exhibit A with regard to the placement of the DAS/Small Cell equipment on the poles located on public ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 Provision of Services: The DAS/Small Cell Network installed pursuant to this Agreement shall be used solely for the rendering of communication services including telecommunication services and wireless services. If FRANCHISEE proposes to make a material change to the nature and character of the services not expressly permitted under this Agreement, including, without limitation, video programming services, open video system services, or cable television services, FRANCHISEE shall notify the CITY in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The CITY may either (i) accept the proposed change in Service on mutually agreeable terms and conditions subject to the franchise requirements of MCL 484.3301 et seq. or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.3 Restoration of Work Site Areas: Upon the completion of each task or phase of work to be performed by FRANCHISEE under this Agreement, FRANCHISEE shall promptly restore all work site areas to a condition reasonably satisfactory to the CITY and in accordance with construction standards as specified by the CITY, ordinary wear and tear not caused by FRANCHISEE or the DAS/Small Cells Networks excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

3.4 Removal of DAS/Small Cell Network: Upon one hundred and eighty (180) days' written notice by the CITY pursuant to the expiration or earlier termination of this Agreement for cause, FRANCHISEE shall promptly, safely and carefully remove the DAS/Small Cell Network from all poles and other places located in Public Rights-of-Way. Such obligation of FRANCHISEE shall survive the expiration or earlier termination of this Agreement. If FRANCHISEE fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, then the CITY, upon written notice to FRANCHISEE, shall have the right at the CITY 's sole election, but not the obligation, to perform this removal work and charge FRANCHISEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. FRANCHISEE shall pay to the CITY the reasonable costs and expenses incurred by the CITY in performing any removal work and any storage of FRANCHISEE's property after removal (including any portion of the DAS/Small Cell Networks) within fifteen (15) Business Days of the date of a written demand for this payment from the CITY. The CITY may, in its discretion, obtain reimbursement for the above by making a claim under FRANCHISEE's performance bond. After the CITY receives the reimbursement payment from FRANCHISEE for the removal work performed by the CITY, the CITY shall promptly return to FRANCHISEE the property belonging to FRANCHISEE and removed by the CITY pursuant to this Section 3.4 at no liability to the CITY. If the CITY does not receive the reimbursement payment from FRANCHISEE within such fifteen (15) Business Days, or if CITY does not elect to remove such items at the CITY 's cost after FRANCHISEE's failure to so remove prior to one hundred ad eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, any items of FRANCHISEE's property, including without limitation the DAS/Small Cell Networks, remaining on or about the Public Rights-of-Way or stored by the CITY after the CITY 's removal thereof may, at the CITY's option, be deemed abandoned and the CITY may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the CITY who own light poles located in the public way and used by FRANCHISEE. Alternatively, the CITY may elect to take title to such abandoned property, whether the CITY is provided by the FRANCHISEE, an instrument satisfactory to the CITY transferring to the CITY the ownership of such property, or not. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.5 Risk of Loss or Damage: FRANCHISEE acknowledges and agrees that FRANCHISEE bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the CITY shall not be liable for any cost

of repair to damaged DAS/Small Cell Networks, including, without limitation, damage caused by the CITY 's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the willful misconduct of the CITY , including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

3.6 Removal or Relocation of DAS/Small Cell Network at CITY 's

Request: FRANCHISEE understands and acknowledges that the CITY, at any time and from time to time, may require FRANCHISEE to remove or relocate upon a written request from the CITY on ten (10) Business Days' (or shorter in the event of an Emergency) notice at FRANCHISEE's sole cost and expense, portions of the DAS/Small Cell Network whenever CITY reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a CITY project, (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the light poles, traffic signals, CITY -owned communications systems or other CITY facilities, (3) because of a sale or vacation of the public right of way by the CITY, (4) because there is a change in use of the public right of way by the CITY provided such use similarly affects similarly FRANCHISED users in the public right of way, (5) because there is damage to and/or removal of the light pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). FRANCHISEE shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the CITY. Such removal, relocation, adjustment shall be completed within the time prescribed by the CITY in it's written request and in accordance with the terms of this Agreement. FRANCHISEE shall not be in default hereunder if it has taken appropriate action as directed by the CITY to obtain such grant. If FRANCHISEE fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the CITY within the prescribed time, CITY may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

4.0 PERMIT, LIMITATIONS AND RESTRICTIONS

4.1 Limited Authorization: This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on any sites, structures or facilities other than those specifically identified herein including collocation. Placement of the DAS/Small Cell Networks shall comply with the terms of the CITY's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way under grant by the CITY. The Agreement does not relieve FRANCHISEE of its burden of seeking any necessary permission from other governmental agencies which may have jurisdiction regarding FRANCHISEE's proposed use. FRANCHISEE further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the CITY.

4.1.1 Modifications and Additions: This franchise may be modified from time to time by written consent of all parties hereto and in particular with respect to subsequent expansion of the number of DAS/Small Cell installations in whole or in part. A new signature page executed by all parties shall be attached to any subsequent modification description attached as an addendum to Exhibit A.

4.2 No Authorization to Provide Other Services: FRANCHISEE represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized solely for the rendering of communication services, telecommunication services, including wireless services, and FRANCHISEE is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein. Failure to abide by this may constitute a breach of this agreement, and the CITY, after providing FRANCHISEE with written notice and a meeting concerning the same, may levy fines in an amount not to exceed one thousand dollars (\$1,000.00) per day until the breach is remedied together with all other remedies available at law or equity.

4.3 Reservation of Powers: The CITY reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other CITY property. FRANCHISEE shall be subject to all present and future ordinances of the CITY and its Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the CITY or of the CITY's right to require FRANCHISEE to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

4.4 All Permitted Activities Fees at FRANCHISEE's Sole Expense: Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of FRANCHISEE under this Agreement, shall be FRANCHISEE's sole responsibility at FRANCHISEE's sole cost and expense.

4.5 Permit: FRANCHISEE shall obtain, at its sole expense, all applicable permits as are required by the CITY or any other government Agency to perform the work and ongoing use, as described in this Agreement, of poles located on the Public Rights-of-Way, including but not limited to a Metro Act Permit pursuant to 2002 PA 48; MCL 484.3101et seq.

4.6 No Real Property Interest Created: Neither FRANCHISEE's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in FRANCHISEE a real property interest in any portion of the Public Rights-of-Way or any other CITY property, including but not limited to, any fee or leasehold interest in any land or easement. FRANCHISEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this

Agreement may create an interest subject to taxation and that FRANCHISEE, its successor, lessee or assign may be subject to the payment of such taxes.

4.7 All Rights Nonexclusive: Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to FRANCHISEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the CITY to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, “Encumbrances”) which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the CITY at any time.

4.8 Collocation: This FRANCHISE does not grant or approve any collocation rights to any person or entity, related or unrelated to the FRANCHISEE. FRANCHISEE is authorized to install 1 antenna per site as specifically identified in Exhibit A ONLY. Additional antennas or other equipment or structures proposed by any entity requires new and additional written franchise permission at the CITY ’s Sole discretion. The CITY reserves the right to require all future DAS/Small Cell installers to collocate on Franchisee’s poles or other support facilities pursuant to its police powers and Franchisee agrees to reasonably accommodate such requirements in terms of location on the structure and costs and fees charged to such 3rd party applicant.

5.0 WAIVERS AND INDEMNIFICATION

5.1 Non-Liability of CITY Officials, Employees and Agents: No elective or appointive board, commission, member, officer, employee or other agent of the CITY shall be personally liable to FRANCHISEE, its successors and assigns, in the event of any default or breach by the CITY or for any amount which may become due to FRANCHISEE, its successors and assigns, or for any obligation of CITY under this Agreement.

5.2 Obligation to Indemnify the CITY: FRANCHISEE, its successors and assigns, shall hold harmless, defend, protect and indemnify the CITY, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, “Claims”) of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of FRANCHISEE or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other CITY property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the

presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by FRANCHISEE in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by FRANCHISEE of the terms and conditions hereof or any permit or grant issued by Commissioner or any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by FRANCHISEE in connection herewith, and (vi) any direct or indirect interference by FRANCHISEE or the DAS/Small Cell Networks, except to the extent that such Claims arise from interference with use or placement of facilities in the public way caused by the sole negligence or willful misconduct of the CITY, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

5.3 Scope of Indemnity: FRANCHISEE shall hold harmless, indemnify and defend the CITY as required in this Section 5, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors, except only for claims resulting from the sole negligence or willful misconduct of the CITY, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. FRANCHISEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the CITY from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to FRANCHISEE by the CITY and continues at all times thereafter, including, but not limited to. FRANCHISEE agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

5.4 No Liability for Damage, Death or Bodily Injury: Neither CITY nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of FRANCHISEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities

authorized by this Agreement, the condition of any CITY property subject to this Agreement or FRANCHISEE's use of any CITY property, except as otherwise provided herein.

5.5 Waiver of Claims regarding Fitness of Poles or Other Municipal properties or structures Located in Public Ways: FRANCHISEE acknowledges that the CITY has made no warranties or representations regarding the fitness, availability or suitability of any poles or other Municipal properties or structures for the installation of the DAS/Small Cell Networks, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by FRANCHISEE or provision of Services contemplated under this Agreement by FRANCHISEE is at FRANCHISEE's sole risk. FRANCHISEE on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the CITY and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the poles located on public ways, other CITY property affected by this Agreement or any law or regulation applicable thereto.

5.6 Waiver of All Claims: FRANCHISEE acknowledges that this Agreement is terminable by the CITY under certain limited circumstances as provided herein, and in view of such fact FRANCHISEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and FRANCHISEE expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of FRANCHISEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, FRANCHISEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, CITY, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the CITY exercises its right to terminate this Agreement, as specifically provided herein.

5.7 No Liability for Consequential or Incidental Damages: FRANCHISEE expressly acknowledges and agrees that the CITY will not be liable for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or FRANCHISEE's permitted activities hereunder. The CITY would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of CITY or its agents, and FRANCHISEE expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of FRANCHISEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement,

FRANCHISEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, CITY, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference with uses conducted by FRANCHISEE pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of CITY or its agents.

5.8 No Interference: FRANCHISEE shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, wireless facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. FRANCHISEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by FRANCHISEE, to facilities belonging to the CITY. The CITY agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements CITY may enter into after the date hereof.

6.0 INSURANCE

6.1 Amounts and Coverages: FRANCHISEE and each of its subcontractors or others working on its behalf, will maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages with a copy of Proof of such insurance attached hereto as Exh B:

6.1.1 Workers' Compensation, with Employer's Liability limits of not less than One million dollars (\$1,000,000) each accident.

6.1.2 Commercial General Liability Insurance with limits not less than five million dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Owners and Contractors' Protective, Broadform Property Damage, Products Completed Operations.

6.1.3 Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including owned, non-owned and hired auto coverage, as applicable.

6.2 Required Provisions: General Liability and Automobile Liability Insurance shall be endorsed to provide for the following:

6.2.1 Name as additional insureds: the CITY , its officers, agents and employees.

6.2.2 That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

6.3 **Advance Notice of Cancellation:** All policies shall be endorsed to provide: thirty (30) days advance written notice to CITY of cancellation or intended non-renewal, mailed to the following address:

CITY Clerk and
City Manager
CITY OF _____

With a copy to counsel:
_____ City Attorney

Michael Watza
City Telecommunications Counsel
Kitch Drutchas
1 Woodward 24th Fl
Detroit MI 48226

6.4 **Claims-Made Policies.** Should any of the required insurance be provided under a claims-made form, FRANCHISEE shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of six (6) years beyond the Agreement expiration, to the effect that, should any occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

6.5 **General Aggregate Limit.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

6.6 **Receipt of Certificates of Insurance:** Certificates of insurance, in the form and with insurers reasonably satisfactory to the CITY, evidencing all coverages above shall be furnished to the CITY before commencing any operations under this

Agreement See Exh B to this agreement, with complete copies of policies promptly upon the CITY 's written request.

6.7 Effect of Approval of Insurance: Approval of the insurance by the CITY shall not relieve or decrease the liability of FRANCHISEE hereunder.

6.8 Effect of Lapse of Insurance: This Agreement shall terminate immediately, after written notice to FRANCHISEE and an opportunity to cure of three (3) business days, upon any lapse of required insurance coverage.

7.0 FRANCHISE FEE, RECORD and DEPOSITS

In connection with the work to be performed and activities to be conducted by FRANCHISEE under this Agreement:

7.1 Right-of-Way Fees for Installation and operation of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses:

A. Initial Application Fee: In order to compensate the CITY for FRANCHISEE's initial entry upon and deployment of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses within the Public Rights-of-Way, FRANCHISEE shall pay to the CITY the following as applicable: **\$5,000** one time payment.

B. One-time Fees per FRANCHISEE, City, or 3rd party owned Pole, with FRANCHISEE DAS/Small Cell equipment: As compensation for the site review for the use of any and all structures in the CITY Rights of Way or public places including poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust or other form of proprietary interest, by the CITY ("CITY Facility"), or any 3rd party, or by FRANCHISEE, shall pay to the CITY a one-time fee (the "One-time Fee") in the amount identified in the schedule set forth immediately below, per site, for the use of each such facility or structure, whether CITY owned or owned by FRANCHISEE or any 3rd party, which location is located in the CITY Right of Way or public place and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement.

Schedule of One-time Fees per DAS/Small Cell site:

1. For each site built prior to the execution of this Agreement, or otherwise in violation of this agreement, FRANCHISEE shall pay a One-time fee of **\$3,000** per DAS/Small cell site.

2. For each site built following the execution of this Agreement, FRANCHISEE shall pay a One-time fee of **\$1,000** per DAS/Small cell site.

C. Monthly Fee Per FRANCHISEE or CITY owned pole, with FRANCHISEE owned Antenna and related structures and equipment: As compensation for the use of any and all structures in the CITY Rights of Way or public places including poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust or other form of proprietary interest, by the CITY (“CITY Facility”), or by FRANCHISEE, shall pay to the CITY a monthly fee (the “Monthly Fee”) in the amount identified in the schedule set forth immediately below, per installed site for the use of each such facility or structure, whether CITY owned or owned by FRANCHISEE or any 3rd party, which location is located in the CITY Right of Way or public place and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement. The aggregate Monthly Fee with respect to each year of the term shall be an amount equal to the number of sites on CITY owned rights of way or other property locations or equipment or Facilities on which FRANCHISEE’s equipment was currently existing during the preceding month, multiplied by the Monthly Fee, prorated as appropriate, and shall be due and payable within 30 days of the end of each quarter to CITY by FRANCHISEE.

The parties to this agreement do not intend, and this agreement does not grant, the utilization of any jointly owned or third party owned properties in fulfillment of this agreement without written authorization by any such 3rd party, subject to collocation priority requirements as referenced in sections 3.1.1 and 4.8.

This agreement anticipates AND AUTHORIZES ONLY ONE ANTENNA PER POLE OR SUPPORT STRUCTURE AND that every antenna as well as related support structure, installed by FRANCHISEE in CITY Rights of Way or public places, shall be subject to a Franchise fee as identified in this section and subject to collocation priority requirements as referenced in Sections 3.1.1 and 4.8

Schedule of Monthly Fees per antenna or pole or both (Not more than one antenna/pole-See Section 4.8):

Tier 1: FRANCHISEE or City owned Poles with FRANCHISEE DAS/Small Cell equipment:

Residential Areas: **\$150** per site, per month

Industrial and Commercial Areas: **\$100** per site, per month

Rural Areas: **\$75** per site, per month

Tier 2: 3rd Party owned Poles with FRANCHISEE DAS/Small Cell equipment:

All Areas: **\$50** per site, per month

(It is the intent of the parties that all antennas are to be placed on poles only, as described above and in Exhibit A.)

The parties to this agreement do not intend, and this agreement does not grant, the utilization of any CITY owned public places, buildings or structures other than certain structures in the CITY Rights of Way as specifically identified in Exh A.

7.2 Retention of Records: FRANCHISEE shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement and provide such records on a quarterly basis in such form as to support the payments made under Sec 7.1 above.

7.3 Late Payment Charge: If FRANCHISEE fails to pay any amounts payable under this Agreement within ten (10) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to eighteen (18%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the CITY and FRANCHISEE, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the CITY will incur as a result of any such failure by FRANCHISEE, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments and Documentation: In addition to all other fees to be paid to the CITY hereunder, FRANCHISEE shall timely pay to the CITY all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by FRANCHISEE to the CITY in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. FRANCHISEE therefore acknowledges and agrees that this Agreement alone is not sufficient authorization from the CITY for the installation and operation of the DAS/Small Cell Networks and that additional documentation may be required by the CITY.

7.5 Security Deposit/Bond: Prior to performing any work necessary under this Agreement, FRANCHISEE will deliver to the CITY a valid performance bond in the sum of fifty thousand dollars (**\$50,000.00**), issued by a surety company acceptable to the CITY's Controller in the form attached hereto as Exhibit C. FRANCHISEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover all costs associated with the project not covered by any insurance policies including but not limited to: interest, charges by the CITY to remove DAS/Small Cell Networks and unpaid permit and administrative fees. FRANCHISEE shall keep such bond, at its expense, in full force and effect (The bond can be renewed from year to year) until the ninetieth 90th day after the Expiration Date or other termination hereof, to insure the faithful performance by FRANCHISEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the CITY of cancellation or material change thereof. In the event of any non-extension of the bond, FRANCHISEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if FRANCHISEE fails to do so the CITY shall be

entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the CITY shall be returned to FRANCHISEE upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related Metro Permit shall satisfy the bond requirements of this agreement.

8.0 WORK STANDARDS

8.1 Performance of Work: FRANCHISEE shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by FRANCHISEE in the Public Rights-of-Ways shall at all times be performed by workers in accordance with generally accepted industry practice.

8.2 Work Plan: Prior to performing any work necessary under this Agreement, FRANCHISEE shall present a map (Exhibit A) and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed (“Work Plan”) to the CITY for review and will not perform any work until it has received CITY Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, FRANCHISEE shall provide to the CITY a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, FRANCHISEE shall deliver as-built drawings to CITY Hall. (As an Amendment to Exhibit A)

8.3 No Underground Work Without Written Authorization: FRANCHISEE hereby represents, warrants and covenants that FRANCHISEE shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by FRANCHISEE under this Agreement, except to the extent expressly approved by the CITY . FRANCHISEE further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.4 Repair or Replacement of Damaged Facilities or Property: Upon written request, FRANCHISEE agrees to repair or replace to CITY 's reasonable satisfaction any CITY-owned facilities or CITY-owned property that the CITY determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed or Services provided by FRANCHISEE under this Agreement.

FRANCHISEE shall perform such work at no expense to the CITY, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of CITY.

8.5 Modification of Work Plans: If during the term of this Agreement, the CITY determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by FRANCHISEE and granted, the CITY shall have the authority to identify, specify and delineate the modification or departure required, and FRANCHISEE shall perform the work allowed under this Agreement in accordance with the CITY-specified modification or departure at FRANCHISEE's sole expense. The CITY shall provide FRANCHISEE with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which FRANCHISEE shall make, complete or maintain the modification or departure required.

9.0 TERMINATION

9.1 Immediate Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By CITY after written notice to FRANCHISEE and after opportunity to meet with representatives of the CITY, if the CITY reasonably determines that FRANCHISEE's continued use of the Public Rights-of-Way will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the Defaulting Party's failure to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting Party notice of such failure or an opportunity to cure.

9.2 Effect of Termination: In the event of termination of this Agreement as herein provided, FRANCHISEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for FRANCHISEE to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above. Termination of this Agreement by the CITY as herein provided shall constitute the withdrawal of any grant, consent or authorization of the CITY for FRANCHISEE to perform any construction or other work under this Agreement in the Public Rights-of-way or on public property excepting only that work necessary for FRANCHISEE to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the CITY shall promptly remit to FRANCHISEE a prorated portion of the annual Franchise fee paid to the CITY, if any.

10.0 NOTICES

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

CITY OF _____
CITY Clerk and
City Manager

With a copy to City Attorney:

And

Michael J. Watza City Telecommunications Counsel
Kitch Drutchas
1 Woodward 24th Fl
Detroit, MI 48226
Phone: 313.965.7983 Fax: 313.965.7403
Email: mike.watza@kitch.com

FRANCHISEE

or to such other address as either CITY or FRANCHISEE may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

11.0 COMPLIANCE WITH LAWS

11.1 FRANCHISEE shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

12.0 MISCELLANEOUS

12.1 Amendments: Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2. Representations and Warranties: Each of the persons executing this Agreement on behalf of FRANCHISEE does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) FRANCHISEE is a duly authorized and existing _____ corporation, has and is qualified to do business in _____, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of FRANCHISEE are authorized to do so, (c) all financial statements and reports previously provided to the CITY by FRANCHISEE are true and complete in all material respects and accurately reflect the financial condition of FRANCHISEE as of the date such statements were provided to the CITY, and FRANCHISEE's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the CITY's written request, FRANCHISEE shall provide the CITY with evidence reasonably satisfactory to the CITY confirming the foregoing representations and warranties.

Franchisee further warrants all the work performed by it or its subcontractors or anyone acting on behalf of Franchisee, against workmanship and product defects and any and all related costs, fees and damages to appurtenant or otherwise affected CITY facilities and property.

12.3 Interpretation of Agreement: This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 Assignment; Successors and Assigns: Neither this Agreement nor any part of FRANCHISEE's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the CITY , which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of FRANCHISEE hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that FRANCHISEE deliver to the CITY the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between CITY and transferee; (3) Certificate of Insurance naming transferee as insured. In the event FRANCHISEE files a petition in bankruptcy pursuant to 11 U.S.C. Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code with a presumption that such filing in bankruptcy constitutes a breach of this agreement. An assignment of this Agreement is only enforceable against the CITY if FRANCHISEE or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. CITY hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of FRANCHISEE arising under this AGREEMENT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to CITY an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to CITY , shall be the exclusive property of CITY , and shall not constitute property of FRANCHISEE or of the estate of FRANCHISEE within the meaning of the Bankruptcy Code

12.4.1 The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Facilities deployed by Franchisee in the Rights-of-Way pursuant to this Agreement may be owned and/or operated by Franchisee's third-party wireless carrier customers ("Carriers") and installed and maintained by Franchisee pursuant to license agreements between Franchisee and such Carriers. Such Facilities shall be treated as Franchisee Facilities for all purposes under this Agreement provided that (i) Franchisee remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities, (ii) City's sole point of contact regarding such Facilities shall be Franchisee, and (iii) Franchisee shall have the right to remove and relocate the Facilities. Franchisee shall not grant such Carriers with rights of access to such Facilities. City

acknowledges that Franchisee may include third party-owned equipment in its initial installation of Facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this Section.

12.5 Severability: If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law: This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement: This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time is of the Essence: Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies: All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

12.10 Relationship of Parties: The CITY is not, and none of the provisions in this Agreement shall be deemed to render the CITY, a partner in FRANCHISEE's business, or joint venturer or member in any joint enterprise with FRANCHISEE. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Non-Discrimination: FRANCHISEE agrees and shall require all agents conducting business in Michigan on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement.

Franchisee

By: _____

Title: _____

Dated: _____

CITY OF _____

By: _____

Title: _____

Dated: _____

EXHIBITS

- Exhibit A DAS/Small Cell Network Plans and Specs
- Exhibit B Proof(s) of Insurance
- Exhibit C Bond

Sec. 2-402. - General purchasing policy. Draft

(c) The term "transaction amount," as used in this division, shall mean the lowest quote or bidder having qualifications to perform the work which are satisfactory to the council. The lowest quote or bidder shall be determined based on an adjusted bid or quote tabulation which shall be prepared in the following manner:

- (1) To the bid or quote of any bidder which is neither a Swartz Creek-based business nor an Area-based business shall be added an amount equal to five (5) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
- (2) To the bid or quote of any bidder which is an Area-based business shall be added an amount equal to three (3) percent of the bid or quote or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid or quote is received from a Swartz Creek-based business, no additional amount shall be added to the bid or quote of an Area-based business.
- (3) "Swartz Creek-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city.
- (4) The term "Area-based business" shall be interpreted to mean a business other than a Swartz Creek-based business registered with the county clerk or a corporation registered with the state having a business address within the Swartz Creek School District which pays real and/or personal property taxes levied by the Swartz Creek Community Schools.
- (5) If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by an Swartz Creek-based business bidder to a non-city-based business or businesses, or by an Area-based business bidder to a non-Area-based business or businesses, the adjusted bid or quote shall be calculated by applying the provisions of subsections (1) and (2) within this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as an Swartz Creek-based or Area-based business.
- (6) Preference shall be given to registered members of the Swartz Creek Area Chamber of commerce for all products and services that do not require bids or quotes. Preference for such membership shall also be given in the event of bids or quotes within 1% or \$1,000, whichever is less.

ARTICLE VI. - PURCHASING

Existing Policy/Ordinance
See insert notation

DIVISION 1. - GENERALLY

Secs. 2-381—2-400. - Reserved.

DIVISION 2. - PURCHASING DEFINITIONS

Sec. 2-401. - Definitions.

As used in this article:

- (1) *Purchasing agent* or *agent* means the city manager.
- (2) *Contract* includes contracts for services, subject to the exclusions mentioned in this division, and shall include any type of service; lease for grounds, buildings, offices, or maintenance of equipment, machinery, and other city-owned personal property. The term "contract" shall not include professional and other contract services which may be unique and not subject to competition.

(Ord. No. 351, § 1, 2-14-00)

DIVISION 3. - PURCHASING

Sec. 2-402. - General purchasing policy.

- (a) It is the intent of this policy to provide for competitive pricing involved in all purchases and contracts, except as specifically provided for in this division. The purchasing agent shall prepare rules concerning purchasing for the city.
 - (1) *Transactions less than \$5,000.00.* The purchasing agent, subject to budgetary appropriations, is authorized to make purchases of materials and equipment and contract for labor or materials in an amount not to exceed \$5,000.00, without further approval of the city council.

Except for those situations requiring the need for sealed bids, the purchasing agent, shall consider all circumstances surrounding the purchase to be made or the service to be provided. If it is in the best interest of the city, the purchasing agent shall deal with sources within the city.

- a. *Quotations.* The purchasing agent shall secure or cause to be secured quotations from no less than two sources in all transactions involving expenditures of \$2,500.00 or more and less than \$5,000.00. The purchasing agent shall maintain a written record of the quotations received.
 - b. *Other.* Transactions involving expenditures less than \$2,500.00 may be authorized by the purchasing agent in such manner and from such source as the purchasing agent may determine.
- (2) *Transactions of \$5,000.00 or more.* The purchasing agent shall secure sealed bids in all transactions involving an expenditure of \$5,000.00 or more.
- a. Sealed bids shall not be required in the following instances:
 1. Where the subject of the purchase or contract is other than a public work or improvement and the product or material to be transacted for is not competitive in nature, provided that in no instance shall such product or material be transacted for without prior council approval.
 2. The city council may, at the request of the city manager, authorize the city manager to negotiate a contract for the purchase of any product, material or service with a provider of such product, material or service without regard to the requirements of this section relative to purchases where the city council finds:
 - i. Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature; and
 - ii. The economic interests of the city are best served by negotiating a contract with a provider of the product, material or service without requesting sealed bids.
 3. In the employment of professional services, provided that in no instance shall such professional service be contracted for without prior council approval.
 4. If the city elects to use city personnel.
 - b) *Sealed bid requirements.*
 - (1) Sealed bids shall be required by the purchasing agent by mailing a copy of the specifications or requirements to such qualified vendors as may be known to the purchasing agent or the agent's designee, and by filing a copy of the request with the office of the city clerk.

- (2) Unless fixed by the council, the purchasing agent shall prescribe the amount of any security to be deposited with any bid and, in the case of construction contracts, the amounts of labor and materials or performance bond to be required of the successful bidder. Such security shall be in the form of a certified or cashier's check or bond written by a surety company authorized to do business in the state.
- (3) Bids shall be opened in public at the time and place designated in the bid notice. Bids shall be opened by either the purchasing agent, the city clerk or their designee and at least one other city employee. Immediately following the opening, the bids shall be examined, tabulated, and made available for public inspection.
- (4) The tabulation of the bids shall be submitted to the council at the next regular council meeting. The council in its discretion may accept the lowest bid, reject any or all bids, or determine the lowest bid to be unsatisfactory and award to the next lowest competent bidder. In determining the lowest bid, the council shall consider the bona fide business location of the bidder. If the lowest bidder is not located within the city limits, (and the lowest bid of the bidders located within the city limits does not exceed that of the otherwise lowest bidder by more than five percent), then the council may award the contract to such local bidder.
- (5) If in the council's discretion, the award is not made to the lowest bidder, the resolution awarding the contract shall state the reasons for not accepting the low bid.
- (6) After the opening of bids, such bids may not be withdrawn without forfeiture of the bid deposit. Deposits of security accompanying bids shall be retained until the contract is awarded and signed, excepting that deposits from bidders not awarded the contract within 72 hours following council action. If any successful bidder fails or refuses to enter into the contract awarded within ten days after being notified of such award, or should they file any bond required within the same time, the deposit accompanying their bid shall be forfeited to the city and the council may, in its discretion, award the contract to the next lowest competent bidder.

(Ord. No. 351, § 1, 2-14-00)



Insert 2-402 (c) here.

Sec. 2-403. - Prohibitions.

- (a) No contract or purchase shall be subdivided to avoid the requirements of this division.
- (b) Employees of the city are expressly prohibited from accepting, directly or indirectly, from any person, business or organization any gift (including money, tangible or intangible personal property, food, beverage, loan, promise, service, or entertainment) for the

benefit of personnel or the city, if it may reasonably be inferred that the person, business or organization:

- (1) Seeks to influence action of an official nature or seeks to affect the performance or nonperformance of an official duty, or
- (2) Has an interest that may be substantially affected directly or indirectly by the performance or nonperformance of an official duty.

(Ord. No. 351, § 1, 2-14-00)

Sec. 2-404. - Inspection of material.

The responsibility for the inspection and acceptance of all materials, supplies, and equipment shall rest with the purchasing agent, unless such responsibility has been delegated to a department head.

(Ord. No. 351, § 1, 2-14-00)

Sec. 2-405. - Emergency purchases.

If an emergency or an apparent emergency endangering the public peace, health and/or safety of the city should arise, and the delay of established purchasing procedures would vitally affect the welfare of the city, the purchasing agent, finance officer, or any department head may purchase directly any supplies, materials, or equipment that the department head deems to be immediately necessary. Within three working days from the time of purchase, the purchaser shall file in writing with the purchasing agent a detailed explanation of the necessity for any purchases, in addition to a request for such purchases. If the emergency transaction is \$5,000.00 or more, the purchasing agent shall submit the statement to the council no later than its next regular meeting before payment thereof may be authorized.

(Ord. No. 351, § 1, 2-14-00)

Sec. 2-406. - Cooperative purchases.

The use of bulk purchasing programs such as the state's extended purchasing program and joining together with area municipalities to secure bids or quotations for goods or services is encouraged. The use of any such source, which conducted a bona fide price competition, will be exempt from the requirements of this ordinance with respect to soliciting bids or quotes. Bids as above mentioned in section 2-402(a)(2) will be presented for council approval.

(Ord. No. 351, § 1, 2-14-00)

Sec. 2-407. - Sale of property.

Whenever any city property, real or personal, is no longer needed for corporate or public purposes, the same may be offered for sale in accordance with the restrictions established by section 13.3 of the Charter, provided that utility plants and property may be disposed of only in accordance with section 15.8 of the Charter.

(Ord. No. 351, § 1, 2-14-00)

Secs. 2-408—2-500. - Reserved.

Appointment Type: Mayoral; Qualified Elector Status Required; Three Years; Varies

General Statement of Duties: The Commission makes recommendations to the city council regarding zoning ordinance changes, site plans, special land uses, master plan content, and other general advice.

Meetings: First Tuesday of Month; 7:00 p.m.; Paul D. Bueche Municipal Building; Minimum of Four Meetings Per Year; 60-90 Minute Typical Duration

Compensation: None; Training/Travel Reimbursements Provided; Membership with Michigan Association of Planning Included

Orientation Materials: Open Meetings Act, Freedom of Information Act, Roberts Rules of Order Summary, Employee Handbook, Zoning Enabling Act, Planning Enabling Act, Swartz Creek Master Plan, Swartz Creek City Code of Ordinances, Swartz Creek Park Plan, Downtown Development Authority Plan.

Examples of Work Performed: The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and consultant reports and renderings.
- Speak or otherwise communicate with commissioners, staff, applicants, and the public at a public venue.
- Read and interpret plans, ordinances, maps, and other technical data.
- Attend training courses and seminars.

Desirable Knowledge, Abilities, and Skills (Not Required):

- Working knowledge of parliamentary procedure, grammar, business English, correspondence formats and composition.
- Preference for working knowledge of personal computer & email usage.
- Comprehensive ability to accurately compute numerical figures, schematics, and detailed reports.
- Ability to communicate clearly and effectively, orally and in writing, with staff and the general public.
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.

Charter Requirements: None

Statutory Requirements: Planning Enabling Act of 2008; MCL 125.3815; Abridged

(1) In a municipality, the chief elected official shall appoint members of the planning commission, subject to approval by a majority vote of the members of the legislative body elected and serving.

(2) A city, village, or township planning commission shall consist of 5, 7, or 9 members. Members of a planning commission other than ex officio members under subsection (5) shall be appointed for 3-year terms. However, of the members of the planning commission, other than ex officio members, first appointed, a number shall be appointed to 1-year or 2-year terms such that, as nearly as possible, the terms of 1/3 of all the planning commission members will expire each year. If a vacancy occurs on a planning commission, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment. A member shall hold office until his or her successor is appointed.

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

(4) Members of a planning commission shall be qualified electors of the local unit of government.

(5) In a city, village, or county, the chief administrative official or a person designated by the chief administrative official, if any, the chief elected official, 1 or more members of the legislative body, or any combination thereof, may be appointed to the planning commission, as ex officio members, unless prohibited by charter. However, in a city, village, or county, not more than 1/3 of the members of the planning commission may be ex officio members. Except as provided in this subsection, an elected officer or employee of the local unit of government is not eligible to be a member of the planning commission.

The term of an ex officio member of a planning commission shall be as follows:

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

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

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

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

(10) An ordinance creating a planning commission may impose additional requirements relevant to the subject matter of, but not inconsistent with, this section.

Ordinance Requirements: Sec. 13-23. - Composition, terms of office, compensation.

(a) The planning commission shall be composed of the mayor, the city manager or a person designated by the manager, a member of the council appointed by the mayor and six qualified electors of the city appointed by the mayor and confirmed by a majority vote of the council. The mayor, manager or manager's designee, and member of the council shall serve as ex officio members of the planning commission.

(b) The term of the mayor shall correspond to his or her term as mayor. The term of the city manager or manager's designee shall expire with the term of the mayor. The term of the member of the council shall expire with his or her term on the council.

(c) The terms of members who are qualified electors shall be for three years. Of those members first appointed, a number shall be appointed to one-year or two-year terms such that, as nearly as possible, the terms of one-third of all the planning commission members will expire each year.

(d) If a vacancy occurs on a planning commission, the vacancy shall be filled for the unexpired term in the same manner as provided for an original appointment. A member shall hold office until his or her successor is appointed.

Appointment Type: Mayoral; Three Years

General Statement of Duties: The board shall advise and make recommendations to the appropriate city official regarding the planning, maintaining, improving, financing, and supervision of the *parks* and recreation facilities and programs of the city.

Meetings: First Wednesday of Month; 6:00 p.m.; Paul D. Bueche Municipal Building; 60-75 Minute Typical Duration

Compensation: None; Training/Travel Reimbursements Provided;

Orientation Materials: Open Meetings Act, Freedom of Information Act, Roberts Rules of Order Summary, Employee Handbook, Swartz Creek Master Plan, Swartz Creek Park Plan, Downtown Development Authority Plan.

Examples of Work Performed: The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and consultant reports and renderings.
- Speak or otherwise communicate with commissioners, staff, applicants, and the public at a public venue.
- Read and interpret plans, maps, and limited technical data.
- Attend public functions and/or fundraising events.
- Participate in limited public improvement/volunteer efforts.

Desirable Knowledge, Abilities, and Skills (Not Required):

- Working knowledge of parliamentary procedure, grammar, business English, correspondence formats and composition.
- Preference for working knowledge of personal computer & email usage.
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.

Charter Requirements: None

Statutory Requirements: None

Ordinance Requirements: Sec. 11-22. - Membership. The city *parks* and recreation *advisory* board shall consist of nine members and, except as otherwise provided for, shall be appointed by the mayor with the concurrence of the council.

Sec. 11-23. - Term of office. The term of office of each member of the board shall be for three years.

Sec. 11-24. - Compensation. The members of the board shall serve without compensation, provided that they may be reimbursed for actual and necessary expenses incurred by attendance at conferences or seminars approved by the city manager.

Sec. 11-25. - Organization. The members of the board shall annually elect a chairman, a vice-chairman, and a secretary and they shall adopt rules for the conduct of their business.

Sec. 11-26. - Vacancies. If there is a vacancy on the board, the mayor, with the concurrence of the city council, shall appoint a person to fill such vacancy for the remainder of the term vacated.

City of Swartz Creek

Appointment Type: Mayoral; Qualified Elector Status Required; Three Years

General Statement of Duties: The Board reviews variance applications, interprets the zoning ordinance, and reviews appeals of zoning decisions in an adjudicatory fashion.

Meetings: Third Wednesday of Month, as needed; 6:00 p.m.; Paul D. Bueche Municipal Building; 60-120 Minute Typical Duration

Compensation: Stipend Set by City Council; Training/Travel Reimbursements Provided; Membership with Michigan Association of Planning Included

Orientation Materials: Open Meetings Act, Freedom of Information Act, Roberts Rules of Order Summary, Employee Handbook, Zoning Enabling Act, Planning Enabling Act, Swartz Creek Master Plan, Swartz Creek City Code of Ordinances.

Examples of Work Performed: The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and consultant reports and renderings.
- Speak or otherwise communicate with commissioners, staff, applicants, and the public at a public venue.
- Read and interpret plans, ordinances, maps, legal opinions, and other technical data.
- Attend training courses and seminars.

Desirable Knowledge, Abilities, and Skills (Not Required):

- Working knowledge of parliamentary procedure, grammar, business English, correspondence formats and composition.
- Preference for working knowledge of personal computer & email usage.
- Comprehensive ability to accurately compute numerical figures, schematics, and detailed reports.
- Ability to communicate clearly and effectively, orally and in writing, with staff and the general public.
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.

Charter Requirements: None

Statutory Requirements: Zoning Enabling Act of 2006 MCL 125.3601

Sec. 601. (1) A zoning ordinance shall create a zoning board of appeals. A zoning board of appeals in existence on June 30, 2006 may continue to act as the zoning board of appeals subject to this act.

Subject to subsection (2), members of a zoning board of appeals shall be appointed by majority vote of the members of the legislative body serving.

(2) The legislative body of a city or village may act as a zoning board of appeals and may establish rules to govern its procedure as a zoning board of appeals.

(3) A zoning board of appeals shall be composed of not fewer than 5 members if the local unit of government has a population of 5,000 or more or not fewer than 3 members if the local unit of government has a population of less than 5,000. The number of members of the zoning board of appeals shall be specified in the zoning ordinance.

(4) In a county or township, 1 of the regular members of the zoning board of appeals shall be a member of the zoning commission, or of the planning commission if the planning commission is functioning as the zoning commission. In a city or village, 1 of the regular members of the zoning board of appeals may be a member of the zoning commission, or of the planning commission if the planning commission is functioning as the zoning commission, unless the legislative body acts as the zoning board of appeals under subsection

(2). A decision made by a city or village zoning board of appeals before February 29, 2008 is not invalidated by the failure of the zoning board of appeals to include a member of the city or village zoning commission or planning commission, as was required by this subsection before that date.

(5) The remaining regular members of a zoning board of appeals, and any alternate members under subsection (7), shall be selected from the electors of the local unit of government residing within the zoning jurisdiction of that local unit of government or, in the case of a county, residing within the county but outside of any city or village. The members selected shall be representative of the population distribution and of the various interests present in the local unit of government.

(6) Subject to subsection (2), 1 regular or alternate member of a zoning board of appeals may be a member of the legislative body. Such a member shall not serve as chairperson of the zoning board of appeals. An employee or contractor of the legislative body may not serve as a member of the zoning board of appeals.

(7) The legislative body may appoint to the zoning board of appeals not more than 2 alternate members for the same term as regular members. An alternate member may be called as specified in the zoning ordinance to serve as a member of the zoning board of appeals in the absence of a regular member if the regular member will be unable to attend 1 or more meetings. An alternate member may also be called to serve as a member for the purpose of reaching a decision on a case in which the member has abstained for reasons of conflict of interest. The alternate member appointed shall serve in the case until a final decision is made. An alternate member serving on the zoning board of appeals has the same voting rights as a regular member.

(8) A member of the zoning board of appeals may be paid a reasonable per diem and reimbursed for expenses actually incurred in the discharge of his or her duties.

(9) A member of the zoning board of appeals may be removed by the legislative body for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. A member shall disqualify himself or herself from a vote in which the member has a conflict of interest. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office.

(10) The terms of office for an appointed member of the zoning board of appeals shall be 3 years, except for a member serving because of his or her membership on the zoning commission or legislative body, whose term shall be limited to the time he or she is a member of that body. When members are first appointed, appointments may be for less than 3 years to provide for staggered terms. A successor shall be appointed not more than 1 month after the term of the preceding member has expired.

(11) A vacancy on the zoning board of appeals shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

(12) A zoning board of appeals shall not conduct business unless a majority of the regular members of the zoning board of appeals are present.

(13) A member of the zoning board of appeals who is also a member of the zoning commission, the planning commission, or the legislative body shall not participate in a public hearing on or vote on the same matter that the member voted on as a member of the zoning commission, the planning commission, or the legislative body. However, the member may consider and vote on other unrelated matters involving the same property.

Ordinance Requirements: Section 22.01. - Membership.

- A. Base membership: The board shall consist of not less than five members appointed by the city council: the chairman of the *planning commission*, a member of the city council appointed by the city council; and the remaining members appointed by the city council from the electors residing in the city.
- B. Alternates: The city council/township board may appoint not more than two alternate members for the same term as regular members to the zoning board of appeals. The alternate members may be called upon as specified herein to sit as regular members of the zoning board of appeals in the absence of a regular member if the regular member will be unable to attend one or more meetings. An alternate member may also be called to serve in the place of a regular member for the purpose of reaching a decision on a case in which the regular member has abstained for reasons of conflict of interest. The alternate having been appointed shall serve in the case until a final decision has been made. While serving, the alternate member shall have the same voting rights as a regular member of the zoning board of appeals.
- C. Terms of appointment: Appointments shall be for a period of one, two, and three years, respectively, so as nearly as may be to provide for appointment at an equal number each year, thereafter, each member to hold office for the full three-year term; provided, however, that the terms of members serving because of their membership on the *planning commission* or city council shall be limited to the time they are members of those bodies.
- D. Reappointment: Members may be reappointed.
- E. Membership restrictions: An elected officer of the city shall not serve as chairperson of the zoning board of appeals. An employee of the city may not serve as a member of the board.
- F. Removal: Members of the board of appeals shall be removable by the city council for nonfeasance, malfeasance, and misfeasance of office.
- G. Conflict of interest: A member shall disqualify himself or herself from a vote in which the member has a conflict of interest. Failure to do so shall constitute misconduct in office. A member of the zoning board of appeals who is also a member of the *planning commission* or the city council shall not participate in a public hearing on or vote on the same matter that the member voted on as a member of the *planning commission* or the city council. However, the member may consider and vote on other unrelated matters involving the same property.
- H. Compensation: The compensation of the appointed members of the zoning board of appeals may be fixed by the city council.

Appointment Type: Mayoral; One Resident, Mayor, Five+ With an Interest in Downtown Property; Four Years

General Statement of Duties: The Board oversees projects and programming within the DDA district; budgets fund; direct activities of the DDA Director.

Meetings: Second Thursday of Month; 6:00 p.m.; Paul D. Bueche Municipal Building; 60-900 Minute Typical Duration

Compensation: None; Training/Travel Reimbursements Provided

Orientation Materials: Open Meetings Act, Freedom of Information Act, Roberts Rules of Order Summary, Employee Handbook, Swartz Creek Master Plan, Swartz Creek Park Plan, Swartz Creek Downtown Development Authority Plan.

Examples of Work Performed: The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and consultant reports and renderings.
- Speak or otherwise communicate with commissioners, staff, applicants, and the public at a public venue.
- Read and interpret plans, maps, and limited technical data.
- Attend training courses and seminars.
- Attend and participate in public functions and/or fundraising

Desirable Knowledge, Abilities, and Skills (Not Required):

- Working knowledge of parliamentary procedure, grammar, business English, correspondence formats and composition.
- Preference for working knowledge of personal computer & email usage.
- Comprehensive ability to accurately compute numerical figures and detailed reports.
- Ability to communicate clearly and effectively, orally and in writing, with staff and the general public.
- Ability to listen and maintain professionalism with other commissioners, staff, and the public.

Charter Requirements: None

Statutory Requirements: Downtown Development Authority Act of 1975 MCL 125.1654

Sec. 4. (1) Except as provided in subsections (7), (8), and (9), an authority shall be under the supervision and control of a board consisting of the chief executive officer of the municipality and not less than 8 or more than 12 members as determined by the governing body of the municipality. Members shall be appointed by the chief executive officer of the municipality, subject to approval by the governing body of the municipality.

Not less than a majority of the members shall be persons having an interest in property located in the downtown district or officers, members, trustees, principals, or employees of a legal entity having an interest in property located in the downtown district. Not less than 1 of the members shall be a resident of the downtown district, if the downtown district has 100 or more persons residing within it. Of the members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed. Thereafter, each member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the chief executive officer of the municipality for the unexpired term only. Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses. The chairperson of the board shall be elected by the board.

(2) Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

(3) The business which the board may perform shall be conducted at a public meeting of the board held in compliance with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. Public notice of the time, date,

And place of the meeting shall be given in the manner required by the open meetings act, 1976 PA 267, MCL

15.261 to 15.275. The board shall adopt rules consistent with the open meetings act, 1976 PA 267, MCL 15.261 to 15.275, governing its procedure and the holding of regular meetings, subject to the approval of the governing body. Special meetings may be held if called in the manner provided in the rules of the board.

(4) Pursuant to notice and after having been given an opportunity to be heard, a member of the board may be removed for cause by the governing body. Removal of a member is subject to review by the circuit court.

(5) All expense items of the authority shall be publicized monthly and the financial records shall always be open to the public.

(6) In addition to the items and records prescribed in subsection (5), a writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function shall be made available to the public in compliance with the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(7) By resolution of its governing body, a municipality having more than 1 authority may establish a single board to govern all authorities in the municipality. The governing body may designate the board of an existing authority as the board for all authorities or may establish by resolution a new board in the same manner as provided in subsection (1). A member of a board governing more than 1 authority may be a resident of or have an interest in property in any of the downtown districts controlled by the board in order to meet the requirements of this section.

(8) By ordinance, the governing body of a municipality that has a population of less than 5,000 may have the municipality's planning commission created pursuant to 1931 PA 285, MCL 125.31 to 125.45, serve as the board provided for in subsection (1).

(9) If a municipality enters into an agreement with a qualified township under section 3(7), the membership of the board may be modified by the interlocal agreement described in section 3(7).

Ordinance Requirements: None

Appointment Type: Mayoral; Qualified Elector Status Required; Three Years, beginning July 1st; Alternate/member in training position available

General Statement of Duties: The Board shall hear complaints of all persons considering themselves aggrieved by assessments.

Meetings: First Tuesday following the first Monday and the third Monday in March; Second Monday in March; Tuesday after third Monday in July; Tuesday following second Monday in December; times vary/ Paul D. Bueche Municipal Building

Compensation: Stipend; Training/Travel Reimbursements Provided

Orientation Materials: Open Meetings Act, Freedom of Information Act, Roberts Rules of Order Summary, Employee Handbook, State Tax Commission Board of Review Handbook.

Examples of Work Performed: The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret staff, applicant, and technical reports.
- Speak or otherwise communicate with board members, staff, applicants, and the public at a public venue.
- Read and interpret complex statutory requirements, tax regulations, appraisals, market data, assessing rolls, property cards, sale instruments, and other technical data.
- Attend training courses and seminars.

Desirable Knowledge, Abilities, and Skills (Not Required):

- Working knowledge of parliamentary procedure, grammar, business English, correspondence formats and composition.
- Preference for working knowledge of personal computer & email usage.
- Comprehensive ability to accurately compute numerical figures, state laws, and technical reports.
- Ability to communicate clearly and effectively, orally and in writing, with staff and the general public.
- Ability to listen and maintain professionalism with applicants, other board members, staff, and the public.

Charter Requirements: Section 9.7. - Board of Review.

- (a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in [Section 4.4](#) of this charter.
- (b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.
- (c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

Statutory Requirements: General Property Tax Act of 1893; MCL 211.28 Sec. 28.

- (1) Those electors of the township appointed by the township board shall constitute a board of review for the township. At least 2/3 of the members shall be property taxpayers of the township. Members appointed to the board of review shall serve for terms of 2 years beginning at noon on January 1 of each odd-numbered year. Each member of the board of review shall qualify by taking the constitutional oath of office within 10 days after appointment. The township board may fill any vacancy that occurs in the membership of the board of review. A member of the township board is not eligible to serve on the board or to fill any vacancy. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve on the board or to fill any vacancy. A majority of the board of review constitutes a quorum for the transaction of business, but a lesser number may adjourn and a majority vote of those present shall decide all questions. At least 2 members of a 3-member board of review shall be present to conduct any business or hearings of the board of review.
- (2) The township board may appoint 3, 6, or 9 electors of the township, who shall constitute a board of review for the township. If 6 or 9 members are appointed as provided in this subsection, the membership of the board of review shall be divided into board of review committees consisting of 3 members each for the purpose of hearing and deciding issues protested pursuant to section 30. Two of the 3 members of a board of review committee constitute a quorum for the transaction of the business of the committee. All meetings of the members of the board of review and committees shall be held during the same hours of the same day and at the same location.
- (3) A township board may appoint not more than 2 alternate members for the same term as regular members of the board of review. Each alternate member shall be a property taxpayer of the township. Alternate members shall qualify by taking the constitutional oath of office within 10 days after appointment. The township board may fill any vacancy that occurs in the alternate membership of the board of review. A member of the township board is not eligible to serve as an alternate member or to fill any vacancy. A spouse, mother, father, sister, brother, son, or daughter, including an adopted child, of the assessor is not eligible to serve as an alternate member or to fill any vacancy. An alternate member may be called to perform the duties of a regular member of the board of review in the absence of a regular member. An alternate member may also be called to perform the duties of a regular member of the board of review for the purpose of reaching a decision in issues protested in which a regular member has abstained for reasons of conflict of interest.
- (4) The size, composition, and manner of appointment of the board of review of a city may be prescribed by the charter of a city. In the absence of or in place of a charter provision, the governing body of the city, by ordinance, may establish the city board of review in the same manner and for the same purposes as provided by this section for townships.

Ordinance Requirements: None

Appointment Type: Mayoral; Qualified Elector Status Required; Five Years

General Statement of Duties: The Commission shall determine the salaries of the local elected officials. Recommendations for compensation of appointed members of the Zoning Board of Appeals and Board of Review may be requested.

Meetings: The Commission shall meet for not more than 15 session days in every odd-numbered year and shall make its determination within 45 calendar days of its first meeting; Days and times vary; Paul D. Bueche Municipal Building; 60 minute duration

Compensation: None; Expense Reimbursements Provided

Orientation Materials: Open Meetings Act, Freedom of Information Act, Roberts Rules of Order Summary, Employee Handbook

Examples of Work Performed: The following tasks are typical examples of the work performed by an appointee holding this position. The list is not all inclusive and does not include all of the tasks relevant to this position.

- Read and interpret job descriptions and staff reports.
- Speak or otherwise communicate with commissioners, staff, and the public at a public venue.

Desirable Knowledge, Abilities, and Skills (Not Required):

- Working knowledge of parliamentary procedure, grammar, business English, correspondence formats and composition.
- Preference for working knowledge of personal computer & email usage.
- Comprehensive ability to accurately compute numerical figures
- Ability to communicate clearly and effectively, orally and in writing, with staff and the general public.
- Ability to listen and maintain professionalism with applicants, other board members, staff, and the public.

Charter Requirements: None.

Statutory Requirements: None.

Ordinance Requirements: Sec. 2-275. - Membership, eligibility.

(a) The local officers compensation commission shall consist of five members who are registered electors of the city and shall be appointed by the mayor subject to confirmation by a majority of the members elected and serving on the council.

(b) No member or employee of the legislative, judicial or executive branch of any level of government or any members of the immediate family of such member or employee shall be eligible to be a member of the local officers compensation commission.

Sec. 2-276. - Terms.

The terms of office shall be five years, except the members first appointed shall each be individually appointed to the following terms: one for one year, one for two years, one for three years, one for four years, and one for five years.

Sec. 2-277. - Appointment, vacancies.

The members shall be appointed before October first of the year in which the vacancy occurs. When vacancies occur during the term, the appointment shall be for the unexpired term.

**AMENDMENT NO. 2 TO THE
INTERLOCAL AGREEMENT ESTABLISHING THE METRO
POLICE AUTHORITY OF GENESEE COUNTY
dated October 12, 2015 (hereinafter referred to as the “Interlocal Agreement”)**

THIS AMENDMENT NO. 2 (“Amendment”) to the Interlocal Agreement is entered into effective December 1, 2018, by and between the Charter Township of Mundy, a Michigan Charter Township, whose address is 3478 Mundy Avenue, Swartz Creek, Michigan 48473 (“Township”), and the City of Swartz Creek, a Michigan Home Rule City, whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473 (“City”). The Township and City are sometimes hereafter each referred to as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on October 12, 2015, the Parties entered into the Interlocal Agreement establishing a police authority;

WHEREAS, on September 1, 2016, the Parties entered into the Amendment No. 1 to the Interlocal Agreement whereby the title of the Interlocal Agreement was changed to the “Interlocal Agreement establishing the Metro Police Authority of Genesee County” and the name of the entity created was changed to “The Metro Police Authority of Genesee County”;

WHEREAS, the Parties have agreed to enter into this Amendment for the purpose of modifying Section 3.05 of the Interlocal Agreement to set forth the duties and responsibilities of the Parties and The Metro Police Authority of Genesee County as those duties and responsibilities relate to parking citations;

NOW THEREFORE, it is hereby agreed by the Parties as follows:

1. Amendment to Section 3.05 of the Interlocal Agreement. Section 3.05 of the Interlocal Agreement is hereby deleted in its entirety and replaced with the following:

Section 3.05. Prosecutions and Payments

A. Prosecutions and Payments from Court. The Township and City agree that the Police Authority shall be solely responsible for all prosecutions of citations written pursuant to any Township or City Ordinance by the Police Authority. Understanding that citations issued pursuant to the Township or City’s ordinances may result in a portion of the money collected by the court being returned to the Township or City, the Township and City agree that the entity determined to be responsible for the prosecution costs shall be entitled to all moneys received from the court. The Parties agree that any

revenue received from any court for the violation of a Township or City ordinance that was prosecuted by the Police Authority shall be forwarded to the Police Authority within fifteen (15) days. If, in the future, the Police Authority adopts its own ordinances, the Police Authority shall be responsible for all prosecutions of those ordinances and all payments received by any court regarding those ordinances shall be deposited into the appropriate revenue fund of the Police Authority.

B. Prosecutions and Payments related to Ordinance Violations. The Township or City may provide by written authorization that the Police Authority shall be responsible for ordinance enforcement of the Township or City's ordinances, including parking citations. If the Township or City provides written authorization that the Police Authority shall be responsible for ordinance enforcement, the Authority shall be responsible for the prosecutions of those ordinance violations. In the event that the Police Authority is authorized to enforce ordinance violations and perform prosecutions of those citations, the Police Authority shall be entitled to the amount collected by the Township or City for the ordinance violations, including parking citations.

2. Headings. The headings of the sections set forth in this Amendment are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Amendment.

3. Complete Agreement. This Amendment No. 1, the Interlocal Agreement and any additional or supplementary documents incorporated by specific reference contain all of the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Amendment or any part thereof shall have any validity or bind either of the Parties.

4. Severability. If any provision of this Amendment is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Amendment.

5. Waiver. No waiver of any of the obligations contained herein shall be effective for any purpose unless the same shall be in writing signed by the Supervisor and Clerk of the Township and the Mayor and Clerk of the City.

6. Construction. This Amendment has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the Parties. This Amendment therefore shall not be construed against either Party.

7. Amendment. This Amendment may not be amended or modified except for by written agreement signed by both Parties.

**AMENDMENT TO INTERLOCAL AGREEMENT ESTABLISHING
THE REGIONAL POLICE AUTHORITY OF GENESEE COUNTY, ALSO
KNOWN AS THE METRO POLICE AUTHORITY OF GENESEE COUNTY**

WHEREAS, the Charter Township of Mundy and City of Swartz Creek entered into an Agreement dated October 12, 2015, for the establishment of the Police Authority; and

WHEREAS, there exists certain confusion as to the authority vested within that Police Authority, and the rights and obligations of the Police Authority; and

WHEREAS, these questions affect the legality and operation of the prosecution of criminal offenses, pursuant to the Ordinances of each municipality; and

WHEREAS, to clarify those issues, it is hereby agreed between the parties to amend the Agreement as follows:

Section 3.05 of that original Agreement is to become amended by virtue of being added to that provision:

That the Police Authority shall not be allowed to hire or contract any attorney to prosecute criminal violations of the Ordinances of either municipality. Specifically, the statutory authority granted to the municipality for the appointment of an attorney shall remain with the municipality, which shall include the prosecution of all Ordinance violations.

Section 4.02 of that original Agreement is to be amended by adding the following paragraphs:

The Police Authority Board shall approve all hiring of personnel for the Authority, specifically including the salaries of any such person. This shall include individuals or entities hired as independent contractors.

The creation of any new positions, or the awarding of any contracts, should be approved by the Authority before any position is filled, or any contract is entered into. Such approval shall consider the need for such position or contract, as well as consideration of all costs, direct or indirect, associated with that position or contract.

Section 4.10 of that original Agreement shall be amended so as to add:

The provision of the Police Chief shall have no authority to appoint an attorney, or any professional, specifically including by way of example but not by way of limitation, an accountant, a labor negotiator, office manager, or other supervisory administrator, nor any employee above the rank of sergeant, for the Authority, or in the context of any actions taken by the Authority, and all such authority shall vest solely with the Police Authority Board.

This Agreement is effective upon the date of signing.

CHARTER TOWNSHIP OF MUNDY

Dated: November _____, 2018

By: _____
CHAD YOUNG, Township Manager

CITY OF SWARTZ CREEK

Dated: November _____, 2018

By: _____
ADAM ZETTEL, City Manager

8. Certification of Authority to Sign Amendment. The persons signing on behalf of each of the Parties certify by their signatures that they are authorized to sign the Amendment on behalf of such Party and that this Amendment has been authorized by such Party.

9. Remainder of Agreement. Except as modified by this Amendment, the terms of the Interlocal Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed and delivered by their respective duly authorized representatives as of the day and year first above written.

CHARTER TOWNSHIP OF MUNDY

Dated: _____

By: _____

David Guigear
Supervisor

Address: 3478 Mundy Avenue
Swartz Creek, MI 48473

CITY OF SWARTZ CREEK

Dated: _____

By: _____

David Krueger
Mayor

Address: 8083 Civic Drive
Swartz Creek, MI 48473

This Amendment was prepared by
Kevin Kilby (P68599)
McGraw Morris P.C.
2075 W. Big Beaver Road
Suite 750
Troy, Michigan 48084
(810) 569-0352
kkilby@mcgrawmorris.com

N:\Mundy Charter Township\Interlocal Agreement\Amendment No 2 to the Interlocal Agreement changing the address of the police authority and adding parking violations bureau.doc

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET CLOSURE APPLICATION

DATE OF REQUEST: Dec

SPONSOR ORGANIZATION: SWARTZ CREEK AREA FIREFIGHTERS ASSOC

AUTHORIZED REPRESENTATIVE: BOB PLUMB

WORK ADDRESS: 8100 B CIVIC DR HOME ADDRESS: 37 SOMERSET ST.

PHONE NO: WORK (810) 635-2300 HOME: (810) 635-4359 CELL: (810) 965-5137

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

CARNIVAL

STREET DANCE

CRAFT SHOW

CONCERT

OTHER: _____

DATE OF EVENT: 12/01/18

TIME OF EVENT: FROM: 6 AM/PM TO: 7 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: _____

ROADS REQUESTED TO BE

CLOSED:** SEE ATTACHED

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 AREA FIREFIGHTERS BY: Bob Plumb
(Organization) (Authorized Representative)

APPROVED BY: [Signature] _____
(Chief of Police) (Street Administrator)

* 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 CITY HALL NO LATER THAN THIRTY (30) DAYS PRIOR TO EVENT DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/06/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blackmore-Rowe Insurance P. O. Box 320407 G-6235 Corunna Road, Suite H Flint, MI 48532 Shelly Horkey	810-720-8244 810-720-8238	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Condon & Skelly</td> <td></td> </tr> <tr> <td>INSURER B: Auto Owners Insurance</td> <td>18988</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Condon & Skelly		INSURER B: Auto Owners Insurance	18988	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Swartz Creek Area Fire Fighters Inc. 8100-B Civic Dr Swartz Creek, MI 48473															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			14923593	07/17/16	07/17/17	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CSA05783804	01/12/16	01/12/17	COMBINED SINGLE LIMIT (Ea accident)	\$ 500,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

INSDCOP

Insured Copy
8100-B Civic Dr
Swartz Creek, MI 48473

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Shelly Horkey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Stevenson Company 43422 West Oaks Drive # 300 Novi, Michigan 48377	CONTACT NAME: PHONE (A/C, No. Ext): (248)650-2736 FAX (A/C, No.): (248)650-2740 E-MAIL ADDRESS: RBucko6067@aol.com														
INSURED Swartz Creek Area Fire Department 2200-B Civic Drive Swartz Creek, MI 48473	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: U. S. Specialty Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: U. S. Specialty Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	*	*	HMT-232I03RW	I-I-I6	I-I-I7	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION S							EACH OCCURRENCE \$ AGGREGATE \$ \$
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	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) The certificate holder is considered an additional insured with respects to the Christmas Parade held December 10, 2016 on City of Swartz Creek property. A 30 day notice of cancellation applies!							

CERTIFICATE HOLDER City of Swartz Creek 8083 Civic Drive Swartz Creek, MI 48473	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF SWARTZ CREEK PARADE REGULATIONS

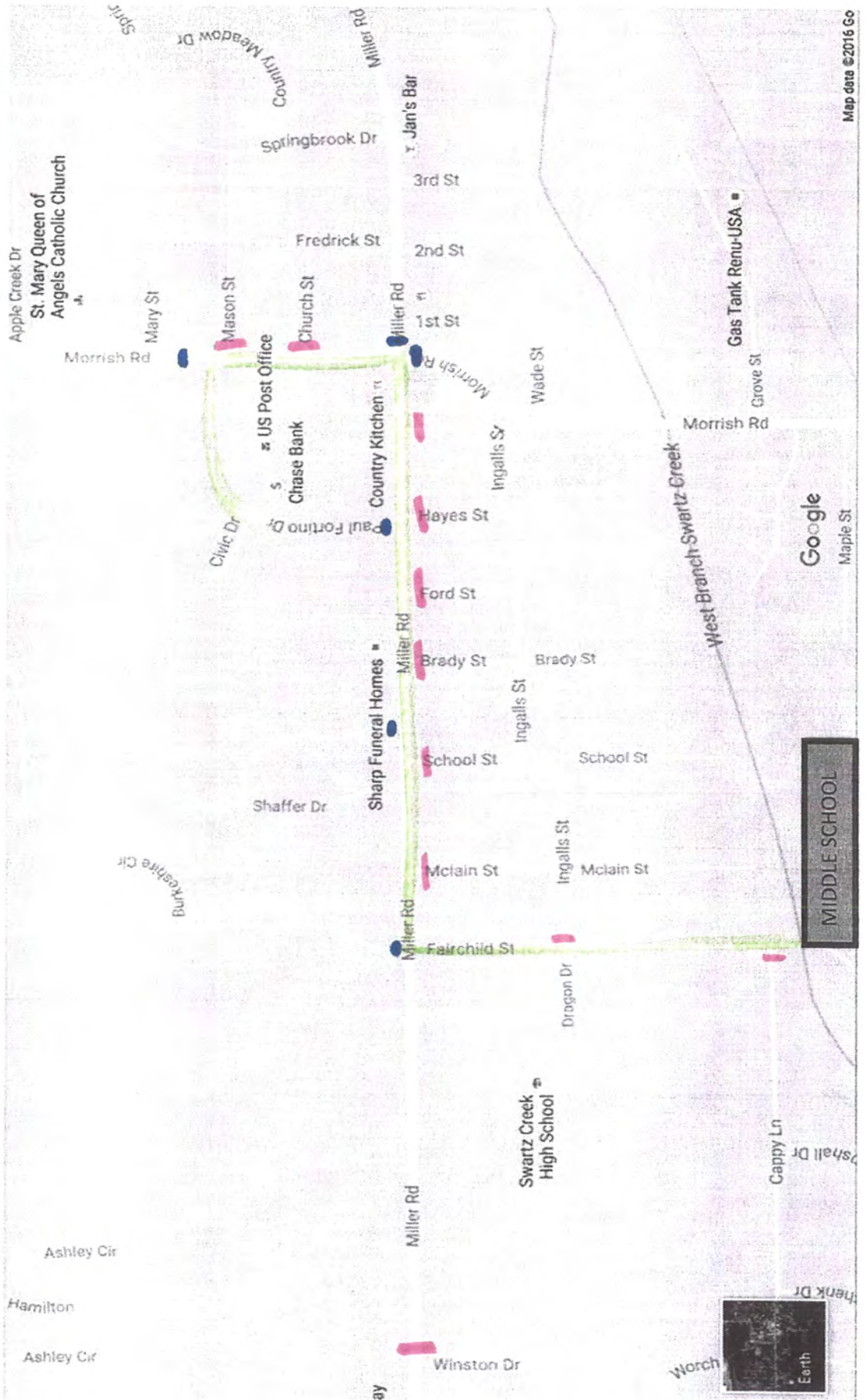
The approval of a street closure request and/or a “parade permit” is based on the assumption that the event coordinator(s) fully understand and accept the following regulations regarding the event:

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: Bob Plumb For: SWARTZ CREEK AREA FIREFIGHTERS
(Event Coordinator or Representative) (Organization)

SWARTZ CREEK AREA FIRE DEPARTMENT



Route
FD Black

Swartz Creek Technical Assistance Proposal

Walk, Bike Swartz Creek

Dates

January 1, 2019 - December 31, 2019

Goals of Project

1. Improve pedestrian and bicyclist safety within the boundaries of Miller, Hill, Seymour and Elms roads in the City of Swartz Creek, especially where Swartz Creek Middle School and Syring Elementary students may travel to and from school.
2. Successfully apply for \$400,000 in federal funding to support infrastructure improvements within two miles of Swartz Creek Middle School and Syring Elementary.
3. Draft a comprehensive marketing plan that encourages more residents to choose walking or bicycling as a mode of transportation. The campaign will also have traffic calming messages to improve safety and likelihood of residents choosing to walk or bike.

Project Outline

To move this work forward, the Crim will convene community stakeholders, City of Swartz Creek staff, residents, MDOT engineers, business owners and potential funders. The Crim will collect traffic safety data, observe traffic patterns at major intersections, conduct walking and bicycling assessments, conduct surveys of families and students and will draft a walkability action plan with specific tasks, goals and timelines.

The Crim Fitness Foundation will provide technical assistance and grant writing for Swartz Creek School District, resulting in the completion of a Safe Routes to School grant application to secure at least \$400,000 in federal funding to improve the built infrastructure within 2 miles of Syring Elementary and Swartz Creek Middle School.

Outcomes & Impacts

Outcomes: New and improved sidewalks within 2 miles of Syring and Swartz Creek Middle School, reduced traffic speeds, reduce traffic crashes involving pedestrians, increase safety, increase parent perceptions of safety for students who walking or biking to and from school and increase student perceptions of safety.

Impact: Swartz Creek will become more walkable and bikeable as a result.

Background on Crim Fitness Foundation

The Crim Fitness Foundation cultivates accessible, vibrant communities in Flint and Genesee County that encourage and create equitable opportunities for individuals to lead healthy lifestyles. To do this, we must address access to programs, resources and long term interventions. At the Crim we do this in three ways:

1. Providing nutrition, physical activity and mindfulness programs for youth and adults;
2. Establishing neighborhood schools as community resource hubs through the coordination of Flint's Community Education Initiative
3. Creating long term change by working with communities to eliminate barriers to success by changing policies, systems and the built environment.

The Crim has a successful track record with developing Complete Streets policies, coordinating and overseeing installation of bicycle facilities, reviewing and making recommendations nonmotorized and community master plans and writing grants for pedestrian and bicycle safety. Since 2008, the Crim has secured more than one million dollars in infrastructure improvements that directly benefited Genesee County.

Fee for Service

Expenses will include technical assistance and support from Crim Active Communities staff for approximately 10 - 15 hours per week; equipment and supplies for community meetings; printing and signage; evaluation costs; travel; accounting and administrative costs.

Cost for One Year - \$40,000

Cost for Six Months - \$20,000

Other

Please note Michigan Department of Transportation requires an approximately 20 - 25% match for transportation projects, including Safe Routes to School.

Additional Ideas

At the Crim Fitness Foundation we strive for longevity and sustainability of all projects that benefit the community. Here are several ways the Crim could expand upon this proposal and provide support to this project beyond 2019.

1. Implement the marketing plan drafted in 2019.
2. Review existing school siting policy and make recommendations to ensure intentional community planning that creates an accessible and walkable community.
3. Review existing policies and identify ways to address health and incorporate walking and bicycling.



Crim Active Communities Technical Assistance Program

At the Crim Fitness Foundation we cultivate accessible, vibrant communities in Flint and Genesee County that encourage and create equitable opportunities for individuals to lead healthy lifestyles.

To do this, we address access to programs, resources and long term interventions by providing nutrition, physical activity and mindfulness programs for youth and adults. Second, we establish neighborhood schools as community resource hubs through the coordination of Flint's Community Education Initiative. Lastly, we eliminate barriers and establish sustainable solutions through policy, systems and built environment change.

The Crim Active Communities team:

- Develops community-wide solutions that advance health and wellness in an equitable way
- Builds partnerships and develops local leadership
- Seeks to address policies, systems and built environment
- Collaborates with the Crim nutrition, mindfulness and physical activity teams
- Partners with the Flint Community Education Initiative
- Leverage funds that support walking, bicycling and traffic calming

Crim Active Communities can assist your community by:

- Helping develop and implement campaigns, especially around coalitions and capacity building
- Bringing a health perspective to planning and funding by identifying successful ways to incorporate health in all policies
- Developing equity improvement plans including analyses around placement of facilities, access to safe routes, lack of infrastructure, and violence prevention
- Providing guidance on ways to navigate federal transportation fund spending regulations
- Providing best practices, case studies and model policies from around the country
- Providing assistance in building bridges between departments of health, planning, transportation, and education
- Facilitating data collection and evaluation

Services:

- Grant writing to support improved community health and active transportation.
- Conducting policy assessments focusing on topics such as Complete Streets, infrastructure, health impact, transportation planning, strategic and long range planning, shared use, school siting, school wellness policies, and school travel plans
- Identifying existing policies that need to be strengthened or enforced, as well as recommending and drafting policies that could be implemented
- Developing materials and action plans for grant applications and helping leverage additional funding for programs and infrastructure

Inspiring Change!

Here are a few examples of the work that we do:



- We provide leadership and policy advocacy training to inspire and activate local leaders. Working with neighborhood group members and community partners, we have established a community Traffic Taming Task Force.
- We facilitate the Safe & Active Genesee for Everyone Coalition. Together we have successfully advocated for the adoption of a Complete Streets resolution in seven communities.
- In Flint, MI, we provided support to city planners in the development of Complete Streets ordinance language that has been integrated into the city's draft zoning code.
- In the Flint Community School district, we have worked with Safe Routes to School teams to successfully apply for over \$1 million in federal Safe Routes to School funding to install and repair sidewalks, crosswalks, pedestrian signals and lighting.

We look forward to working with you.

Contact:

Theresa Roach

Active Communities Manager

troach@crim.org

810-235-7894

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 10/31/2018

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,293,643.00	2,300,843.00	1,565,918.03	734,924.97	68.06
215.000 - Administration and Clerk	75.00	75.00	20.00	55.00	26.67
253.000 - Treasurer	1,000.00	1,000.00	623.07	376.93	62.31
301.000 - Police Dept	5,400.00	5,400.00	1,083.75	4,316.25	20.07
345.000 - PUBLIC SAFETY BUILDING	18,200.00	18,200.00	8,382.58	9,817.42	46.06
410.000 - Building & Zoning & Planning	51,350.00	51,350.00	37,309.00	14,041.00	72.66
448.000 - Lighting	8,990.00	8,990.00	2,573.84	6,416.16	28.63
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	1,100.00	6,500.00	14.47
783.016 - Elms Park Brm-Trail Reno RP15-	45,000.00	0.00	0.00	0.00	0.00
790.000 - Facilities-Senior Center/Libr	8,200.00	8,200.00	2,691.97	5,508.03	32.83
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	2,403,577.00	1,619,702.24	783,874.76	
000.000 - General	1,000.00	1,000.00	0.00	1,000.00	0.00
101.000 - Council	16,708.82	16,993.58	8,203.39	8,790.19	48.27
172.000 - Executive	103,388.18	103,672.94	33,992.81	69,680.13	32.79
201.000 - Finance,Budgeting,Accounting	46,874.00	47,158.76	16,730.66	30,428.10	35.48
215.000 - Administration and Clerk	28,262.00	29,927.85	10,565.17	19,362.68	35.30
228.000 - Information Technology	16,300.00	16,300.00	7,114.11	9,185.89	43.64
247.000 - Board of Review	6,104.00	6,104.00	242.22	5,861.78	3.97
253.000 - Treasurer	42,127.00	42,340.57	11,919.53	30,421.04	28.15

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
257.000 - Assessor	48,198.00	48,383.09	15,400.17	32,982.92	31.83
262.000 - Elections	39,358.40	40,212.68	14,737.53	25,475.15	36.65
266.000 - Legal Council	15,500.00	15,500.00	3,038.00	12,462.00	19.60
301.000 - Police Dept	0.00	0.00	124.99	(124.99)	100.00
301.851 - Retiree Employer Health Care P	24,000.00	24,000.00	6,143.92	17,856.08	25.60
334.000 - Metro Police Authority	995,200.00	995,200.00	485,463.50	509,736.50	48.78
336.000 - Fire Department	178,200.00	186,322.00	63,859.92	122,462.08	34.27
345.000 - PUBLIC SAFETY BUILDING	51,632.26	51,632.26	16,257.32	35,374.94	31.49
410.000 - Building & Zoning & Planning	81,648.24	96,790.62	19,204.75	77,585.87	19.84
410.025 - 2017 CDBG 5157 Morrish Demc	0.00	375.00	0.00	375.00	0.00
448.000 - Lighting	140,000.00	140,000.00	26,738.86	113,261.14	19.10
781.000 - Facilities - Pajtas Amphitheat	2,217.98	2,217.98	616.62	1,601.36	27.80
782.000 - Facilities - Abrams Park	41,629.78	41,700.97	16,125.85	25,575.12	38.67
783.000 - Facilities - Elms Rd Park	62,552.39	62,623.58	32,304.15	30,319.43	51.58
783.016 - Elms Park Brm-Trail Reno RP15-	55,622.57	2,710.50	982.85	1,727.65	36.26
784.000 - Facilities - Bicentennial Park	1,527.00	1,527.00	763.50	763.50	50.00
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	1,465.96	1,807.59	44.78
790.000 - Facilities-Senior Center/Libr	36,065.22	36,065.22	11,403.03	24,662.19	31.62
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	5,476.38	13,992.18	28.13
794.000 - Community Promotions Prograr	32,056.05	32,056.05	10,967.21	21,088.84	34.21
796.000 - Facilities - Cemetary	2,535.77	2,535.77	474.79	2,060.98	18.72

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
797.000 - Facilities - City Parking Lots	105,825.60	106,975.60	9,345.78	97,629.82	8.74
851.000 - Retired Employee Health Care	26,800.00	26,800.00	3,713.00	23,087.00	13.85
852.000 - Insurance Claims Assessmernt ('	110.00	110.00	17.20	92.80	15.64
965.000 - Transfers Out	168,730.00	278,730.00	168,730.00	110,000.00	60.54
TOTAL EXPENDITURES	2,544,639.37	2,630,432.13	1,002,123.17	1,628,308.96	
Fund 101 - General Fund:					
TOTAL REVENUES	2,441,377.00	2,403,577.00	1,619,702.24	783,874.76	67.39
TOTAL EXPENDITURES	2,544,639.37	2,630,432.13	1,002,123.17	1,628,308.96	38.10
NET OF REVENUES & EXPENDITURES	(103,262.37)	(226,855.13)	617,579.07	(844,434.20)	
Fund 202 - Major Street Fund					
000.000 - General	419,300.00	419,300.00	105,189.27	314,110.73	25.09
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	1,752.92	3,447.08	33.71
453.105 - Fairchild-Cappy to Miller TIP	230,601.00	230,601.00	0.00	230,601.00	0.00
463.000 - Routine Maint - Streets	0.00	0.00	172.50	(172.50)	100.00
478.000 - Snow & Ice Removal	500.00	500.00	160.20	339.80	32.04
TOTAL REVENUES	655,601.00	655,601.00	107,274.89	548,326.11	
228.000 - Information Technology	825.00	825.00	358.71	466.29	43.48
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	2,018.64	4,769.16	29.74
449.500 - Right of Way - General	10,000.00	10,000.00	742.02	9,257.98	7.42
449.501 - Right of Way - Storms	200.00	15,920.00	0.00	15,920.00	0.00
453.105 - Fairchild-Cappy to Miller TIP	288,251.00	304,330.71	14,055.59	290,275.12	4.62
463.000 - Routine Maint - Streets	104,333.87	139,158.87	50,317.38	88,841.49	36.16
463.104 - Winston Drive Reconstruction	1,200.00	1,200.00	299.88	900.12	24.99
473.000 - Routine Maint - Bridges	400.00	400.00	0.00	400.00	0.00

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
474.000 - Traffic Services	39,708.00	39,708.00	19,947.23	19,760.77	50.23
478.000 - Snow & Ice Removal	41,544.80	41,544.80	72.19	41,472.61	0.17
482.000 - Administrative	18,887.00	18,887.00	2,172.96	16,714.04	11.51
538.500 - Intercommunity storm drains	7,000.00	7,000.00	1,529.10	5,470.90	21.84
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	85,000.00	0.00	100.00
TOTAL EXPENDITURES	624,164.38	690,789.09	176,513.70	514,275.39	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	655,601.00	655,601.00	107,274.89	548,326.11	16.36
TOTAL EXPENDITURES	624,164.38	690,789.09	176,513.70	514,275.39	25.55
NET OF REVENUES & EXPENDITURES	31,436.62	(35,188.09)	(69,238.81)	34,050.72	
Fund 203 - Local Street Fund					
000.000 - General	133,125.00	133,125.00	42,927.59	90,197.41	32.25
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	172.50	302.50	36.32
478.000 - Snow & Ice Removal	300.00	300.00	160.20	139.80	53.40
931.000 - Transfers IN	596,500.00	596,500.00	596,500.00	0.00	100.00
TOTAL REVENUES	745,400.00	745,400.00	639,760.29	105,639.71	
228.000 - Information Technology	825.00	825.00	358.72	466.28	43.48
449.500 - Right of Way - General	8,800.00	8,800.00	11,038.84	(2,238.84)	125.44
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	275,357.47	172,772.08	102,585.39	62.74
463.103 - Worchester/Chesterfield Recon	1,536,996.02	0.00	4,312.78	(4,312.78)	100.00
463.105 - Daval Reconstruction	96,386.78	96,386.78	6,735.00	89,651.78	6.99
463.106 - Hemsley Reconstruction	0.00	63,635.00	8,559.50	55,075.50	13.45

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
474.000 - Traffic Services	8,990.20	8,990.20	11,632.20	(2,642.00)	129.39
478.000 - Snow & Ice Removal	50,206.02	50,206.02	144.79	50,061.23	0.29
482.000 - Administrative	19,538.64	19,538.64	1,935.41	17,603.23	9.91
538.500 - Intercommunity storm drains	6,800.00	6,800.00	1,529.10	5,270.90	22.49
TOTAL EXPENDITURES	1,991,853.13	532,039.11	219,018.42	313,020.69	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	745,400.00	745,400.00	639,760.29	105,639.71	85.83
TOTAL EXPENDITURES	1,991,853.13	532,039.11	219,018.42	313,020.69	41.17
NET OF REVENUES & EXPENDITURES	(1,246,453.13)	213,360.89	420,741.87	(207,380.98)	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	628,290.00	628,290.00	605,115.89	23,174.11	96.31
TOTAL REVENUES	628,290.00	628,290.00	605,115.89	23,174.11	
905.000 - Debt Service	164,444.40	164,444.40	14,843.03	149,601.37	9.03
965.000 - Transfers Out	462,000.00	462,000.00	461,500.00	500.00	99.89
TOTAL EXPENDITURES	626,444.40	626,444.40	476,343.03	150,101.37	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	628,290.00	628,290.00	605,115.89	23,174.11	96.31
TOTAL EXPENDITURES	626,444.40	626,444.40	476,343.03	150,101.37	76.04
NET OF REVENUES & EXPENDITURES	1,845.60	1,845.60	128,772.86	(126,927.26)	
Fund 226 - Garbage Fund					
000.000 - General	393,465.00	393,465.00	371,879.33	21,585.67	94.51
TOTAL REVENUES	393,465.00	393,465.00	371,879.33	21,585.67	
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	1,611.72	4,254.16	27.48
172.000 - Executive	8,937.06	8,937.06	2,737.18	6,199.88	30.63
201.000 - Finance,Budgeting,Accounting	6,497.00	6,497.00	2,923.75	3,573.25	45.00
215.000 - Amination and Clerk	4,587.00	4,871.76	1,445.96	3,425.80	29.68

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
228.000 - Information Technology	2,200.00	2,200.00	800.69	1,399.31	36.40
253.000 - Treasurer	7,993.00	8,064.19	2,265.23	5,798.96	28.09
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	70,814.96	212,090.94	25.03
530.000 - Wood Chipping	41,993.60	41,993.60	16,778.86	25,214.74	39.96
782.000 - Facilities - Abrams Park	3,366.80	3,366.80	4,273.98	(907.18)	126.94
783.000 - Facilities - Elms Rd Park	5,384.54	5,384.54	4,224.90	1,159.64	78.46
793.000 - Facilities - New City Hall	3,904.49	3,904.49	1,223.27	2,681.22	31.33
TOTAL EXPENDITURES	387,008.27	387,364.22	109,100.50	278,263.72	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	393,465.00	393,465.00	371,879.33	21,585.67	94.51
TOTAL EXPENDITURES	387,008.27	387,364.22	109,100.50	278,263.72	28.16
NET OF REVENUES & EXPENDITURES	6,456.73	6,100.78	262,778.83	(256,678.05)	
Fund 248 - Downtown Development Fund					
000.000 - General	49,600.00	49,600.00	36,958.93	12,641.07	74.51
728.004 - Family Movie Night	1,000.00	1,000.00	500.00	500.00	50.00
TOTAL REVENUES	50,600.00	50,600.00	37,458.93	13,141.07	
173.000 - DDA Administration	3,365.00	3,365.00	2,507.06	857.94	74.50
728.000 - Economic Development	10,125.00	10,125.00	1,383.75	8,741.25	13.67
728.002 - Streetscape	101,200.00	101,200.00	4,243.75	96,956.25	4.19
728.003 - Facade Program	10,000.00	10,000.00	0.00	10,000.00	0.00
728.004 - Family Movie Night	3,900.00	3,900.00	2,329.00	1,571.00	59.72
TOTAL EXPENDITURES	128,590.00	128,590.00	10,463.56	118,126.44	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	50,600.00	50,600.00	37,458.93	13,141.07	74.03
TOTAL EXPENDITURES	128,590.00	128,590.00	10,463.56	118,126.44	8.14

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
NET OF REVENUES & EXPENDITURES	(77,990.00)	(77,990.00)	26,995.37	(104,985.37)	
Fund 350 - City Hall Debt Fund					
000.000 - General	14.50	14.50	2.07	12.43	14.28
931.000 - Transfers IN	88,730.00	88,730.00	88,730.00	0.00	100.00
TOTAL REVENUES	88,744.50	88,744.50	88,732.07	12.43	
905.000 - Debt Service	89,480.00	89,480.00	7,240.00	82,240.00	8.09
TOTAL EXPENDITURES	89,480.00	89,480.00	7,240.00	82,240.00	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,744.50	88,744.50	88,732.07	12.43	99.99
TOTAL EXPENDITURES	89,480.00	89,480.00	7,240.00	82,240.00	8.09
NET OF REVENUES & EXPENDITURES	(735.50)	(735.50)	81,492.07	(82,227.57)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	70.00	70.00	(863.58)	933.58	(1,233.69)
931.000 - Transfers IN	30,000.00	140,000.00	30,000.00	110,000.00	21.43
TOTAL REVENUES	30,070.00	140,070.00	29,136.42	110,933.58	
336.000 - Fire Department	0.00	250,000.00	0.00	250,000.00	0.00
TOTAL EXPENDITURES	0.00	250,000.00	0.00	250,000.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	30,070.00	140,070.00	29,136.42	110,933.58	20.80
TOTAL EXPENDITURES	0.00	250,000.00	0.00	250,000.00	0.00
NET OF REVENUES & EXPENDITURES	30,070.00	(109,930.00)	29,136.42	(139,066.42)	
Fund 590 - Water Supply Fund					
000.000 - General	1,100.00	1,100.00	(6,532.47)	7,632.47	(593.86)
540.000 - Water System	2,164,550.00	2,164,550.00	519,275.07	1,645,274.93	23.99
TOTAL REVENUES	2,165,650.00	2,165,650.00	512,742.60	1,652,907.40	
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	4,074.27	4,662.17	46.64
172.000 - Executive	28,347.05	28,347.05	9,521.44	18,825.61	33.59

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
201.000 - Finance,Budgeting,Accounting	20,581.00	20,581.00	8,429.38	12,151.62	40.96
215.000 - Aministration and Clerk	17,209.00	18,419.23	5,697.29	12,721.94	30.93
228.000 - Information Technology	6,855.00	6,855.00	2,267.92	4,587.08	33.08
253.000 - Treasurer	28,629.00	28,771.38	8,625.10	20,146.28	29.98
540.000 - Water System	1,974,615.10	1,974,615.10	497,461.18	1,477,153.92	25.19
542.000 - Read and Bill	53,243.20	53,243.20	15,078.50	38,164.70	28.32
793.000 - Facilities - New City Hall	9,588.51	9,588.51	3,051.15	6,537.36	31.82
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	4,433.63	44,681.97	9.03
TOTAL EXPENDITURES	2,280,778.00	2,282,130.61	558,639.86	1,723,490.75	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,165,650.00	2,165,650.00	512,742.60	1,652,907.40	23.68
TOTAL EXPENDITURES	2,280,778.00	2,282,130.61	558,639.86	1,723,490.75	24.48
NET OF REVENUES & EXPENDITURES	(115,128.00)	(116,480.61)	(45,897.26)	(70,583.35)	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	1,080.00	1,080.00	(2,920.20)	4,000.20	(270.39)
536.000 - Sewer System	1,287,485.00	1,287,485.00	298,735.01	988,749.99	23.20
TOTAL REVENUES	1,288,565.00	1,288,565.00	295,814.81	992,750.19	
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	4,074.27	4,262.17	48.87
172.000 - Executive	29,315.89	29,315.89	9,519.90	19,795.99	32.47
201.000 - Finance,Budgeting,Accounting	19,646.00	19,646.00	8,429.19	11,216.81	42.91
215.000 - Aministration and Clerk	15,744.00	16,954.23	5,693.50	11,260.73	33.58
228.000 - Information Technology	6,900.00	6,900.00	2,267.92	4,632.08	32.87
253.000 - Treasurer	29,730.00	29,857.44	8,625.50	21,231.94	28.89

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
536.000 - Sewer System	950,565.12	950,565.12	192,249.72	758,315.40	20.22
537.000 - Sewer Lift Stations	14,257.20	14,257.20	2,978.89	11,278.31	20.89
542.000 - Read and Bill	59,561.04	59,561.04	18,717.34	40,843.70	31.43
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	3,039.56	7,821.99	27.98
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00
TOTAL EXPENDITURES	1,429,403.74	1,430,741.41	255,595.79	1,175,145.62	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,288,565.00	1,288,565.00	295,814.81	992,750.19	22.96
TOTAL EXPENDITURES	1,429,403.74	1,430,741.41	255,595.79	1,175,145.62	17.86
NET OF REVENUES & EXPENDITURES	(140,838.74)	(142,176.41)	40,219.02	(182,395.43)	
Fund 661 - Motor Pool Fund					
000.000 - General	161,750.00	161,750.00	33,892.71	127,857.29	20.95
TOTAL REVENUES	161,750.00	161,750.00	33,892.71	127,857.29	
172.000 - Executive	11,424.12	11,424.12	9,409.30	2,014.82	82.36
201.000 - Finance,Budgeting,Accounting	7,602.00	7,602.00	2,154.12	5,447.88	28.34
228.000 - Information Technology	865.00	865.00	304.59	560.41	35.21
795.000 - Facilities - City Garage	153,877.11	153,877.11	69,432.94	84,444.17	45.12
TOTAL EXPENDITURES	173,768.23	173,768.23	81,300.95	92,467.28	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	161,750.00	161,750.00	33,892.71	127,857.29	20.95
TOTAL EXPENDITURES	173,768.23	173,768.23	81,300.95	92,467.28	46.79
NET OF REVENUES & EXPENDITURES	(12,018.23)	(12,018.23)	(47,408.24)	35,390.01	
Fund 865 - Sidewalks					
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	

GL NUMBER	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 10/31/2018	AVAILABLE BALANCE	% BDGT USED
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	
Fund 865 - Sidewalks:					
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)	
Fund 866 - Weed Fund					
000.000 - General	7,000.00	7,000.00	4,050.00	2,950.00	57.86
TOTAL REVENUES	7,000.00	7,000.00	4,050.00	2,950.00	
000.000 - General	1,000.00	1,000.00	1,125.00	(125.00)	112.50
TOTAL EXPENDITURES	1,000.00	1,000.00	1,125.00	(125.00)	
Fund 866 - Weed Fund:					
TOTAL REVENUES	7,000.00	7,000.00	4,050.00	2,950.00	57.86
TOTAL EXPENDITURES	1,000.00	1,000.00	1,125.00	(125.00)	112.50
NET OF REVENUES & EXPENDITURES	6,000.00	6,000.00	2,925.00	3,075.00	