

City of Swartz Creek

AGENDA

Regular Council Meeting, Monday, February 27, 2023, 7:00 P.M.

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

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

1. **CALL TO ORDER:**
2. **INVOCATION & PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of February 13, 2023 MOTION Pg. 30
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 8
6B. Staff Reports & Meeting Minutes Pg. 36
6C. American Tower Letter and Offers Pg. 45
6D. Sewer Rehabilitation Project Pg. 81
6E. Poverty Exemption Policy Pg. 84
6F. Comcast Service Notice Pg. 93
6G. MACC Interpretive Signage Grant Opportunity Pg. 94
6H. Draft Curfew Ordinance Amendment Pg. 106
6I. Park Plan LINK
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. American Tower Lease Negotiation RESO Pg. 24
8B. MERS Authorized Signer Declaration RESO Pg. 25
8C. Park Plan PUBLIC HEARING
8D. Park Plan Approval RESO Pg. 26
8E. Poverty Exemption Policy RESO Pg. 27
8F. Sewer Rehabilitation Project Consideration RESO Pg. 27
8G. MACC Grant Application RESO Pg. 28
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 29

Next Month Calendar

Fire Board:	Monday, February 20, 2023, 6:00 p.m., Station #1
Park Board:	Tuesday, February 21, 2023, 5:30 p.m. PDBMB
City Council	Monday, February 27, 2023, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, February 22, 2023, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, March 7, 2023, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, March 9, 2023, 6:00 p.m., PDBMB
City Council	Monday, March 13, 2023, 6:00 p.m., PDBMB
Zoning Board of Appeals:	Wednesday, March 14, 2023, 6:00 p.m., PDBMB (One day early)

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, FEBRUARY 27, 2023, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **February 27, 2023** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

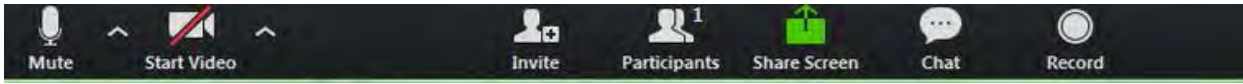
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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

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

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

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



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

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

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

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: February 27, 2023 at 7:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

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

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

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

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

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

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

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

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

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

5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.
6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

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

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

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

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

MOTIONS & RESOLUTIONS

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

PUBLIC ADDRESS OF COUNCIL

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

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.

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

VOTING RECORD OF PUBLIC BODIES

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

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, February 27, 2023 - 7:00 P.M.

TO: *Honorable Mayor, Mayor, Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: February 23, 2023

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*
There are no current appeals. We await the 2023 appeals, which are supposed to be filed by the end of May.

- ✓ **STREETS** *(See Individual Category)*
 - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*
Though the Morrish Road project still needs to formally close with MDOT, I will remove it from future reports because we accepted all work items. See the report of February 13, 2023, for details.

We have payment from MDOT already delivered (~\$1.1M) for the Miller Road buyout. With that said, we are looking to bid in the late winter and need to finalize preliminary engineering. OHM is working on final engineering, and we hope to bid soon. This money will be much less restricted road money, which should enable us to complete the necessary resurfacing, joint work, curb, and drainage, without needing to focus on other MDOT requirements. Note that cost increases and the continuing need to pay Davis Bacon wages (prevailing wages) may still dig into local reserves.

If bids are low, funds can be spent to expand the project scope as we see fit. There is no shortage of deferred maintenance on other major streets (south Morrish, concrete portions of Miller, and even parts of east Miller and Elms). Another option is some striping or lane change configurations downtown, should the city wish to explore on-street parking on Miller from Morrish to Hayes.

With that said, OHM has modeled an option for this segment with on street parking. I included their letter in a previous report, which includes a practical narrative, layout, and much technical data. In short, we can accommodate the parking, but it is not as extensive as most would like. As previously noted, it will certainly have the mixed impact of slowing traffic, as well as the obvious increase to parking spaces, an increased buffer for sidewalk uses. The study was in the November 14, 2022 council packet. We will need to decide if we wish to pursue this prior to having the roadwork commence.

The DDA discussed this matter at their November and December meetings. There was support and opposition, with no recommendation.

- ✓ **STREET PROJECT UPDATES** *(No Change of Status)*

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.

OHM is preparing preliminary engineering for the remainder of Winchester Village and Winchester Woods. This is a very large scope of work. As observed with the recent streets in the Village, the water main that is in place is 70-year-old cast iron, with failing joints. As such, it is imperative to replace water main for those streets that have original pipe (note that this excludes Don Shenk, which has ~20 year old water main, with a corresponding top coat of asphalt).

In order to tackle such a large scope of water main, we intend to bond with the USDA for another phase. This means that the water main work must be completed in two construction seasons. The removal of the street and existing main further necessitates that the streets be completed in the same timeline. As such, a street bond is prudent.

We are currently finalizing the USDA borrowing process and should be ready to bid the water main and streets this winter. The USDA and street bond processes will be conducted concurrently, but they are separate and distinct. Because of the importance and complexity, I am adding a new section to the packet to cover the borrow process specifically.

✓ **BRIDGE WORK** (*No Change of Status*)

This project has been pushed back to spring of 2023. The previous report follows.

We are cooperatively bidding work for the Elms Road bridge with the Genesee County Road Commission. The work required consists of an epoxy overlay on the Elms Road bridge. This work was called for during the last bridge inspection. The proposal from the GCRC indicates that the total cost is expected to be \$25,000. Because this is being bid with sixteen other county bridges, we expect the cost to be lower.

The county indicates that traffic will be maintained and no detours will be required.

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

✓ **SEWER REHABILITATION PROGRAM** (*Business Item*)

We have recommendations for 2023 lining work. The proposal is a deviation from our 20 year sewer plan, with the deviation being recommended by our sewer contractor and staff to account for the criticality of the lines being prioritized. In short, we have been doing more cleaning and have some concerns about the larger mains which function as transmission lines, even though they were initially prioritized lower than some neighborhood collection lines.

As such, we propose to tackle Morrish, from I-69 to Miller Road (I-69 north was constructed in about 2006 when the county interceptor was installed in Clayton Township, and Morrish Road, from the south city limits to the creek is now an inter-community collector). We also recommend doing Miller from Paul Fortino to the west city limit of the line. These are large scale projects, but the budget is in place to get them done. The sooner we act, the longer we can benefit from low pricing and avoid potential maintenance problems with the existing lines.

With that said, note that our sewer contractor continues to honor pricing from well over a decade ago (See original pricing sheet from the March 10, 2008 city council meeting). This is highly unusual and beneficial to us. For the time being, they wish to maintain our working relationship under these terms and conditions. I expect this is the last year we will have with this pricing.

We will also be putting together a more formal five-year city-wide cleaning program, based upon this information. This is being put on the back burner so that we can put more resources into lining instead of cleaning. Again, the benefit is that lining is relatively cheap, so the more we do now the better. In addition, the lining program is so aggressive that the result is still about 2 miles (10%) of the system being cleaned in the process. This is short of the 20% we seek to attain, but it is reasonable.

Anyway, the pricing detail is in the packet, and a resolution is included. The total cost is \$646,078. The big 'take away' is that we are still aggressively lining the system, which is extraordinary. The next implication is that our 20 year plan has been modified enough to lose some of its validity. This is common when plans mature. Knowing this, we plan to update our maintenance and lining records into our GIS mapping system as soon as possible so we can put forth a modified 5 and 20 year sewer maintenance plan. I do not have a timeline on this.

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

The USDA checklist is complete on our end. We noted in the February 13, 2023, report that PVC is not a viable option for us. However, we are seeking to get alternative bid pricing on various forms of ductile iron (zinc v asphalt coating, thickness variability, etc). This will give the council some options on pricing and delivery time, since these two variables are dynamic in the marketplace.

I hope to have bid specs approved by USDA soon so we can move on with our lives.

Concerning the loan, we are looking at about \$270,000 in annual loan installments to pay for phase II. No grant funds were included this round. With that said, the USDA is going to require a rate increase prior to closing on the loans. They are using our fiscal year 2022 revenues of \$2,268,328 against our fiscal year 2025 expected expenses of \$2,562,849 (including the new debt service) as the basis for new rates. This means that we need to cover a gap of about \$294,521, an increase of 12.9%. This is obviously extremely high and undesirable.

However, keep in mind that our last payment on the GO Tax Bonds borrowing in 2016 will be in May of 2027, relieving expenses by about 2%. In addition, our projects for FY2025 are not reflected in the FY2022 actual. As such, I think we will experience lighter increases than what the USDA gap indicates. Furthermore, we have the ability to adjust rates in FY23, FY24 and FY25 to get there. This might be 4% a year instead of a large bump up front. Given recent and current inflation, this is not out of line. Lastly, this investment will cover the vast majority of capital maintenance projects for the next 30-40 years.

See the new borrowing section below. In addition to the USDA lending, we considered an application to the Michigan Drinking Water State Revolving Fund. As revealed in late 2022, this program is not competitive for our needs.

This water project, regardless of the funding source, will help us afford the remainder of the Winchester Village Streets:

Greenleaf
Winshall
Durwood
Norbury
Whitney
Seymour (partial section only)

If we can bid in early 2023, then 2023 and 2024 could see the total completion of all Village water main and streets. See the new section in the packet related to the borrowing for the USDA Phase II and road projects.

- ✓ **WATER SYSTEM MISCELLANEOUS (Update)**
GCDC, Mundy, and Gaines have bid out a new section of water main that is supposed to connect Elms/Maple to Hill, and on to Morrish. This will provide some additional redundancy for the system. However, it does not take care of our extreme west end, where we have a pronounced need for a second feed from either Clayton or Gaines. Note that this could also encourage some new development south of the city, which is common to experience when utilities are extended during strong economic periods.

The previous report follows.

As presented by the GCDC on April 12, the new county Master Plan includes a northern loop and southern loop option to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There will not be any cost participation by the city, but the timeline is unclear. There are rumors that recovery act funds may be put forth to accelerate a loop.

The city is revisiting an effort to work with the county to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). 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 16" line. It appears the transition cost would be about \$25,000. Mr. Harris and I have learned of the needs from the county and are ready to proceed. We may look to add this as USDA work or bring back a separate proposal. Note that the city line will be abandoned, but the city will still retain the customers.

- ✓ **COMMERCIAL METERS AND TRANSPONDERS (No Change of Status)**
The site license agreement for use of the tower on Elms Road has been executed. We await component delivery for installation. I will keep the council informed on the timeline for product availability, installation, and use. See the report from August 11, 2022, for details on this program.

✓ **STORM WATER MANAGEMENT** *(Update)*

I have not heard from EGLE in about a year, despite proactive outreach on matters noted below. As such, I am proceeding with the execution of state mandated stormwater management agreements with owners of land that were required to have private stormwater facilities in recent site plans. We are doing so using a template that we devised. However, we have not gotten feedback from the state, despite requesting said feedback.

We are also working with DLZ to provide our state mandated MS4 (Municipal Separate Storm Sewer System) permit report to the state. Everything appears to be in line, provided the drain commissioner's office delivers their sampling and response findings per our agreement with them.

The previous report follows. The city has a template stormwater management practices maintenance agreement. This is the instrument that the state is requiring municipalities to enter into with private land developers in order to ensure their private storm water systems function as designed for perpetuity. We are seeking input on the instrument from EGLE prior to entering into such agreements. An example in which one is needed is the new Brewer Townhome site, which has surface and underground stormwater assets that drain to the public system.

Concerning our routine review, we have submitted a response to EGLE that we believe is reasonable. This should address all aspects of the notice that required a response. Note that the city has funded training, policy development, public education, testing, and reporting. The one item that may continue to be a problem is the construction composition and location of the city's salt barn. See the report from August 11, 2022, for details. We will obviously keep the council informed on the status of the notice of violation and our efforts to improve water quality.

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

The last of the lots acquired prior to the special assessment have been sold. The city also has two more lots that were acquired through the tax reversion process. There is interest by the builder to proceed with acquisition and construction. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

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

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

The winter newsletter is out. Let me know what you think.

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

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. **The Genesee Valley Trail Extension construction is underway and almost done!** We also had a loop installed in Elms Park with leftover millings. We may have budget available to expand this or add one at Abrams. As of writing the SRTS project appears to be a 2023 project. Concerning the greenbelt, we are proceeding with applying grass anywhere where there is 18" or more of space.
2. **(Update)** The **raceway owner appears to be moving on from racing.** We met with the owner on February 16th. He indicates that he is ordering demolition of the out-buildings and plans to scrape the entire site within about 18 months. As it happens, we received a Miss Dig notice on the same day for utility disconnects from said buildings. Though not listing the site for sale, he is preparing the site for future use as a tech park/industrial park. We believe we are cultivating a very positive relationship that will set the table for a bright shared future. For now, they have a temporary zoning permit to store surplus vehicles for GM.
3. **(Update)** The **demolition of Mary Crapo is nearing completion.** It appears that a plan is coming together to put a varsity baseball field here. The school is open to a partnership that may allow the DDA to pursue seasonal skating and/or public art.
4. The **school bond** will exceed \$50 million in district wide improvements that are close to completion. The improvements so far are very impressive, especially what is occurring at the middle and high schools. Most buildings have enhanced access and drop off lanes, as well as STEM labs.
5. **Street repair in 2023** is in the pre-bid phase. We expect to complete work on Miller, from Morrish to Seymour (at Speedway).
6. The **Brewer Condo Project** is nearing completion of the first tri-plex. We can affirm that a unit has sold! The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run. The builder is not certain when future phases will continue. There are obvious concerns about supplies, pricing, interest rates, and the value of homes.
7. The next **Springbrook East** phase is under construction. **There appears to be a sale of this project occurring.** Nothing is official yet, but it is likely that there will be a new builder for future phases.
8. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.
9. There is a conceptual **site plan in for some vacant land between Heritage Village and Otterburn Park.** Woodside Builders is proposing a number of fourplex condominiums. They are working with our planner.

✓ **TAP/DNR TRAIL** (*No Change of Status*)

Work on the Genesee Valley Trail Extension is underway again. GM has wired money to cover the added costs of their reconfiguration and mobilization of the contractor. There has been an obvious delay in construction finalization while GM worked with us and the contractor to modify their driveway (at the expense of GM). Concrete work is to be complete this week. Some work will need to wait until spring at this point, especially restoration.

Concerning the greenbelt, we are proceeding with applying grass anywhere there is 18" or more of space. Note that some features will be billed separate from the main contract, but they are required to meet grantor standards (such as the inclusion of benches and signage).

In other news, there is some interest from the community to conduct a ribbon cutting event for this expansion. There is a tentative event planned for May, which will focus on Elms Park, include a trail walk/ride to the Flint Township Veterans Memorial and back, and keynote speakers. It would be good to involve our officials and local businesses in a public event.

✓ **SAFE ROUTES TO SCHOOL** (*Update*)

This project is out for bid. The state has also forwarded the standard funding agreement, which we are looking at now. I plan to have this before the council for review and approval at the March 13 meeting. The essence of the agreement matches that of all Traffic Improvement and Transportation Alternate Programming agreements, they agree to fund a portion of the project (\$635,790) if we match the rest (estimated to be \$157,210) and follow their rules in the design and construction of the job.

As of writing, there is an older, more proper trail design that is going to be used for construction. This design avoids most mature trees and troublesome terrain. It also affords some views of the creek and is to be placed further from homes on the ends of McLain and School. There may be a need to modify the easements of two landowners, but those landowners have agreed to such changes. OHM indicates they will cover any easement alteration expenses. See the February 13 report for details on the trail design issue that was presented.

Tree removal by a third party may still be necessary. Federal dollars cannot be spent to remove trees larger than 6" in diameter after March 31 in Michigan. If an expedited award cannot achieve this, we will need to separate this out and do this with another contractor.

The project is a substantial grant for another \$650,000+ for trails and walkways in the community. This will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network. Note that inflation is going to be a big concern with this project, since funds are capped, and the scope of work is fixed. It is highly unlikely that the original budget is going to be adequate.

✓ **REDEVELOPMENT READY COMMUNITIES** (*No Change of Status*)

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. The Public Places, Community Spaces opportunity is a big deal and can provide up to \$50,000 towards a downtown project!

The DDA is taking the lead on this. There has already been some discussion about activities at Holland Square, including seasonal skating or public art. The conversation also carried over to Mary Crapo, where the school is planning a project.

Samantha discovered that we can draw from this source more than once, and the timelines that the MEDC encourages are short. As such, we are putting the longer term project of Mary Crapo cooperation on the back burner, and the DDA is focusing on activating Holland

Square. To this end, we expect to have a concept reviewed at the March 9 meeting that includes some form of portable bandshell or vendor spaces, string lighting, and art.

A link to this program is [here](#).

Burrito Bros, 8013 Miller, applied for and **RECEIVED** a Development District Liquor License, which the council supported. This process is taking longer than anticipated, but there is progress. As of mid-August, background checks have been completed.

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

The Wade Street property is in the flood plain. J.W. Morgan was looking at it, but they have their hands full elsewhere, and this is a marginal site. I think we should consider looking to sell the property to a neighbor or having a home built ourselves. For the later option, I suspect we will not get our money back in the sale. However, we can take a tax exempt property with annual maintenance costs and put it on the tax rolls. Doing so would provide over \$1,000 a year to our respective local levies & assessments...forever.

✓ **CDBG** (*No Change of Status*)

Applications were submitted for the 2022-2024 cycle which will go towards senior services and new downtown residential neighborhood sidewalks. We signed updated agreements to receive and use these funds on September 2nd. However, though funds will be available in 2023 for the sidewalks, this will not be until late fall. As such, this project is slated for 2024.

As time continues to pass and prices climb substantially, I do not believe we can tackle the scope of work that we planned. The regional planning commission indicated that we have the ability to scale back the project prior to bidding. I recommend we do so to keep the project affordable. This does not mean that the other sidewalks cannot be placed with local funds. However, I recommend that if the city wishes to install such walks, that we do so at a separate time with local funds and not in tandem with the federal CDBG funds, which require prevailing wages.

✓ **GIS MAPS** (*Update*)

Our staff is doing very well at collecting sanitary sewer data. As noted above, this is crucial to future maintenance of the system in an efficient manner. Getting accurate field data combined with past contractor work will allow us to map past maintenance, existing issues, and future plans. The accompanying data will help us create sustainable, annualized costs and procedures to operate the system.

✓ **DISC GOLF** (*Update*)

Shattered Chains has announced more sponsorship opportunities and successes for the course. They are also planning another build weekend, which will be the second weekend in April. They hope to have all the baskets and launch pads put in this spring. Mr. Barclay announced that he will be donating and installing a large number of saplings for the area.

Staff met with Shattered Chains and Glaeser Dawes in September. We are arranging the final restoration, which should leave us with a usable parking area, grass restoration, and a disc golf course. The disc golf group (Shattered Chains) will continue to work on

establishing their course, launch pads, and baskets. As far as I know, all equipment is available.

I am curious to see if the slopes on the sledding hill will actually work for sledding...

Note that this site is the focus of the city grant writer and our efforts to secure funding at a large scale to construct the pavilion/bathrooms. See the additional section below on the SPARK grant.

✓ **PAVILION COMMITMENT/SPARK GRANT** *(Update)*

The Spark grant was submitted in December. There were 482 submitted applications and 14 awards. Ours was not one of them. This is not good news, but this application was more opportunistic than essential.

We met with the grant writer on February 16th. She plans to write a Recreation Passport Grant application for the park, which will be due March 31st. This is a smaller scale grant, but should be enough to get a pavilion. I expect to have a resolution before the council on March 13th to commit to such an endeavor, should an award be made. We are still hopeful that Jentery Farmer's family will be able to contribute a sizable donation, but I have not been able to reach them for over a month.

In addition, we will still be working on other funds in the coming year, including congressional directed spending.

✓ **INGALLS STREET REPORT-SPEEDING** *(No Change of Status)*

I have liaised with the school concerning the reuse of Mary Crapo. It seems likely that this property is going to house a new varsity baseball field. It is also apparent that onsite parking will be limited. I suspect on street parking will be very useful, if not essential, for this use. As such, I recommend we delay indefinitely the prospect of on street parking. This can be ascertained once the site is operating in its new mode. The previous report follows.

OHM has delivered a memo regarding a striping option for Ingalls Street. This is in the November 14, 2022 council packet. Since this memo outlines a traffic calming solution based on new markings, there is nothing we can act on at this time that will result in action due to the lateness of the season.

In short, council could eliminate on street parking on Ingalls, which is little used. This would enable a center double yellow marking and edge lines which could constitute bike lanes. In combination with other pavement markings within lanes, as well as some strategic forestry, we could see some meaningful traffic calming on this corridor.

✓ **CIVIC PARKING LOT SCOPE CHANGE** *(No Change of Status)*

The city council has approved a bid by Ace Saginaw Paving Company to resurface the civic parking lot. In addition, the council has approved a work scope change to double the thickness. We have agreeable prices from the prior USDA unit costs to do some necessary concrete work prior to paving. This includes some areas of broken curbing of the landscape islands, as well as failing sidewalk.

The big problem that we are having is the supply chain disruption to concrete. We are being informed by multiple sources, including our engineers and contractors, that concrete is being rationed to high priority and large-scale projects. It appears that the parking lot will not be completed this year. However, the contractor for the concrete indicates that he will hold his price for a spring installation. We seek the same assurance from Ace.

Note that we intend to remove the elevated concrete sidewalk that is in the middle of the parking lot. This will be replaced with asphalt, at grade, which we will mark for pedestrian use. This should improve accessibility, maintenance, and affordability. The senior center desires this as well, so they can locate ADA spaces to the center.

✓ **FIBER INSTALLATION** *(No Change of Status)*

Approvals are being granted for some of the work areas. Others have conflicts that still exist, and they are being worked out. The previous report follows:

OHM is reviewing the right of way permits for Frontier. Based upon a cursory review by myself, this appears necessary to avoid some conflicts in the right of way with their new 'flower pot' utility boxes. This process will take a few weeks and will cost the petitioner about \$5,000. The previous report follows.

Frontier is planning to expand the fiber communications network to the entire city. In the next 12-24 months, we should see buildout of the primary fiber network, which will enable nearly every commercial and residential user to have access.

In short, the network will follow the existing copper lines. If the lines are buried, the fiber will be bored into the same 'trench'. If they are aerial, the fiber will be wrapped into place on the existing lines. (Copper lines are required to remain in place because they function on their own battery backup system and provide an essential service during power outages).

We do not expect any new utility conflict issues, nor do we expect any of our right of ways to experience unreasonable disturbances or pavement breaks. We also talked at length about the need to clean up the current overhead wires in cases where there is superfluous cable/wire, sagging lines, stub poles, etc. They indicate this is a big part of the investment.

✓ **USDA AND ROAD BORROWING** *(No Change of Status)*

The resolutions stating our intention to borrow will be published in The View December 15, 2022. We will look to bid the projects and get a sense of costs and timing. After that, council will need to deliberate a final borrowing strategy.

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

✓ **MONTHLY REPORTS** *(Update)*

We have routine departmental reports for review.

✓ **COMCAST** *(Update)*

They are announcing some channel line up and package changes in service.

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

✓ **PLANNING COMMISSION** *(No Change of Status)*

The PC met on February 7th for training. They held a formal training session, “Site Plan Review.” This is a Michigan Association of Planning course that was instructed by our Planner, Carmine Avantini of CIB Planning. It was well attended by our planning commission, ZBA, and even some folks from Burton (who will be invoiced to help offset costs).

In addition, the commission held their annual meeting. They maintained the same slate of officers, with Wyatt as Chair, Henry as Vice-Chair, and Binder as Secretary. They also approved the 2022 annual report, which is included in the packet. In the near future, they will also be reviewing changes to the Downtown Planned Unit Development District in accordance with the most recent master plan. This will involve integrating the downtown design guidelines and build-out plan into the zoning code.

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

The DDA met February 9th. They approved funding of half of the economic development position. They also approved a sponsor ship for the fine arts association. In addition, they deliberated crowdfunding ideas (see the dedicated section above). Lastly, they took a look at a template tax increment financing incentive policy. This will be revisited in March as well.

Previously, the DDA also discussed the concept of on street parking again. No decision was made. There was new support for the idea, but there was not a vote at this time. Their next regular meeting is scheduled for March 9, 2023.

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

ZBA members were required (to the extent we can require attendance) to attend the February 7th Site Plan Review training that was held at city hall, along with the Planning Commission. They are also scheduled for Advanced ZBA training on March 14th, which will also be held at city hall. Note that the start time is expected to be at 5:30pm, with a meal provided, so attendees are ready for the live online training that will commence at 6pm. Since no variance application has been received, as expected, I do not believe a variance will be considered at the March meeting.

✓ **PARKS AND RECREATION COMMISSION** *(Business Item)*

On the agenda is the park plan for a public hearing and potential approval. This plan was approved by the Park Board on December 20th. The plan was then distributed and reviewed, with the intention of approving this back in January. Due to a publishing error, we needed to extend the review period by 30 days. Well, we are back again and ready to go. The public hearing is on the agenda. If comment does not generate any changes, we can proceed with approval. I am hopeful this is the case because a timely approval may allow application to the Recreation Passport Grant, due March 31.

The Park Board met on February 21st. There was general discussion about maintenance opportunities for the coming summer at Elms and Abrams Parks, including the potential for work at the tennis courts, forestry, fencing, Abrams bathrooms, and basketball courts. This is expected to be detailed in full at the March meeting.

There was also discussion on the possibility of a Monarch Butterfly waystation at Abrams, along with the potential for new facilities at that park. There is a need to consider how Whitney Ct is to be reconstructed with the upcoming project. There is the possibility to reduce this to a driveway for the single residence, keep the cul-de-sac in a similar layout, or to expand the area into a more functional parking area.

Lastly, there will be ongoing discussion related to a potential charitable entity and/or endowment that could assist with realizing some of the park initiatives.

Their next regular meeting will be March 21st.

✓ **BOARD OF REVIEW (Update)**

The organizational meeting of the ZBA is on March 7th at 1:00pm. The hearing dates for standard March BOR are March 20th, 9am-12pm & 6pm-9pm, March 21st, 9am-12pm and March 22nd, 9am-12pm.

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

Connie took a well-earned vacation. Reminder to all councilmembers to please check your mailbox. If any council/board/commissioners have attended any training, please submit that information so it can be tracked. If any certificates are received, I would like a copy of those for your training file. The county's post-election audit is in process , no updates currently.

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

- ❑ DPS has been working on pulling GPS points and correcting our maps in the GIS primarily for sanitary sewer.
- ❑ DPS continues to get summer equipment ready for work.
- ❑ We have had 13 snow events this year. 4 have required plowing all streets including residential streets. This last storm has proven to be challenging with the ice, sleet, snow combination and was hard on our equipment.
- ❑ DPS solicited several quotes for work at the parks including: fencing, tennis court resurfacing, basketball court resurfacing and tree removals. Once we receive all the quotes and Park Board determines what they would like to see budget dollars spent on they will be brought before council for approval.

✓ **TREASURER UPDATE (Update)**

Payments for summer and winter tax bills continue to be received in the office through 4:30 pm Tuesday February 28, 2023. Real Property Taxes will go delinquent to the County on March 1st. Preparation of tax settlement reports for the 2022 tax season will begin March 1, 2023. Preliminary data collection continues for the FY24 draft budget. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

✓ **ECONOMIC DEVELOPMENT UPDATE (Update)**

Over the last couple of weeks, I have prioritized working on the Michigan Arts and Culture Council, Community Partners Grant as it is due before 5:00pm on March 1st. The

application is attached for your review and approval. This is a 1:1 match grant that we are hoping to win to help fund some interpretive signs throughout the city. Although a contact from MEDC encouraged me to get Swartz Creek to apply for this opportunity, I am a bit discouraged by the amount of demographic information that was asked in some of the questions. I did my best to express that this project is for everyone to enjoy. Even if we do not receive this grant, I think this is a project that would provide a great sense of community and history to Swartz Creek, with a small price tag.

I have also been communicating with Patronicity about the Public Spaces Community Places opportunity through MEDC. They believe we are on the right track with our idea and encourage us to proceed with the next steps, when the DDA is ready. Lastly, the Facebook page I started, Downtown Swartz Creek Business and Events is doing well with over 320 followers.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **MERS AUTHORIZED SIGNER** (*Business Item*)

The city uses the Municipal Employees' Retirement Services (MERS) for all of the city's defined benefit and city sponsored defined contribution retirement programs, as well as the new health savings program for active and retired employees. The city also allows employees to make their own contributions to a 457. This is a retirement savings plan that employees can choose to make independent contributions to in order to better plan for retirement.

Because of the number of different options available to employees, with some municipal changes being dependent upon various bargaining agreements and dynamic voluntary contributions, there are many instances when staff is required to alter a contribution.

In making changes to certain plans/contributions, MERS has requested that we update our authorized signers to effect these changes. The purpose will be to enable staff to order authorized adjustments (substantiated by a council-approved bargaining agreement or similar instrument). I am including their boilerplate resolution, and I recommend that the two authorized signers be the City Manager position and the City Clerk position.

✓ **CURFEW ORDINANCE AMENDMENT** (*Update*)

Given our discussion regarding this matter at the February 13 meeting, our attorney recommends crafting an ordinance in the curfew section of the code that applies specifically to Hometown Days. Given the detailed concerns about this event, he believes this is the best way to tie the ordinance features to a specific public interest. Having the temporary provisions placed permanently in the code in an objective manner is also a more reliable and transparent way in which to regulate the event.

With that said, it appears the times and age requirements are good to go. The requested limit on minors under 18 with an adult of 21 or older present is justifiable based on the past experience of this specific event. Metro PD and HTD's both attest that the primary issue has been youths and their youth or 18-20 year old associates that seem to be causing the problems.

With that said, they are working on crafting a version of the ordinance that can be deliberated for approval. I am including a draft of the most recent ordinance. The HTD's/Metro meeting was supposed to be held on February 23rd, but it was postponed due to weather. As such, this draft has not had input from Metro or HTD's. It is not really ripe for deliberation or approval, but if any councilmembers have any questions, comments, or suggestions please provide those at the meeting. It is likely this will be proposed as an ordinance amendment in March or April.

✓ **COMMUNICATION TOWER INQUIRIES (*Business Item*)**

I have gotten three different inquiries from existing and potential towers in the last week. I expect to have more detailed information for council soon, including amended lease offers.

The tower in Elms Park is vacant. The owner has been attempting to secure new users, but they have been unsuccessful. During the vacancy, the council agreed to drop their rent to 25% of the standard lease. This temporary reduction has expired. They made an inquiry to see if the council would consider extending the partial abatement while the tower remains unoccupied. I instructed them to send a formal cover letter and lease instrument. I have not received this.

American Tower (Verizon with AT&T as a co-locator), which is on Elms Road by the creek, also reached out about a rent reduction. They indicated that their prospects for some renewals look slim. Given the suspected aggression with which the vacant tower is likely pursuing their users, there is face validity to this claim. They seek a reduction of \$4,096.32 per year. This is about 20% lower, which is equivalent to the rate from the term negotiated in 2016.

Given the status of the Elms Park tower, which will certainly be seeking to compete against this site, there is certainly some initial merit to a reduction here. There have been a number of mergers and acquisitions over the years that has reduced the number of players in the game, and the subsequent number of towers and co-locations needed. To better prepare ourselves, I attended a webinar specific to the 2023 wireless tower leasing environment on February 21st (very convenient).

What I learned convinced me that we take NO action at this time. The course was put on by a prominent law firm that does national work on tower leases for municipalities. They in no uncertain terms indicated that the lease reductions are preferred but not essential to the industry. Even upon direct inquiry, noting our circumstances, they felt there was no risk of declining to open the lease for negotiation.

To support this, they indicated that most national rents run \$30,000-\$60,000 a year at this point, that a new site costs about \$250,000, and that the demand is not slackening in the near to medium term. Given that the operator is American Tower, a group well-known for using 'scare tactics' to optimize leases, they are confident that the tower and users will remain, or at least remain on one of the two towers in that immediate area.

I have crafted a resolution in the affirmative. **Based upon the most recent informational session, I recommend the council decline the offer at this time.**

Lastly, Verizon is looking for some tower space in the community where there have been some areas of limited service. I applaud this, as do many residents. It is not clear if they will pursue a city asset, a private asset, or something out of our jurisdiction. The water tower certainly presents itself as an option, but it may not work for various reasons.

✓ **POVERTY EXEMPTION GUIDELINES UPDATE (Update)**

The Audit of Minimum Assessing Requirements (AMAR) review has specific requirements for best practice as it relates to numerous policies, procedures, forms, and practices. The city has adopted and updated many of our assessing policies in recent years to remain compliant.

As of January 19, 2021, the state altered their guidance related to the granting of poverty exemptions. The city updated and adopted new poverty exemption guidelines to align with the changes. Presently, the city is required to update the specific set income levels used to determine qualification. Staff has updated the table within the policy that accomplishes this. This is the only proposed change in the policy. I have drafted a resolution that will affect the requested changes.

✓ **INTERPRETIVE SIGNAGE GRANT OPPORTUNITY (Update)**

Samantha's report covers a grant opportunity that we are asking the council to authorize application. To elaborate, the Michigan Arts & Culture Council offers a number of grants to further the arts in culture in communities in Michigan. This is an affiliate group of the MEDC. Specifically, we hope to apply for and received funds from the "Community Partners" grant opportunity, a match up to \$10,000.

Samantha has prepared a grant submission, which I am including in the packet. This has all the details. In short, the idea is to create interpretive signage throughout the entire community that explores the history of the community's people, places, and events through historic images, maps, and artistic interpretations. Larger scale signs can be placed at public and private locations (e.g. Abrams Park and the Holland House). The signs could be images or art that represent a historic event, place, or thing. In addition, an informative narrative and/or other exhibits would be included.

A first phase is likely to include signs at the city's parks and other public places. Future phases could include the exterior and interior of business and other venues. When finished, the project will be an interactive and community-wide exhibit that will ensure preservation of the local history and display local art. Due to circumstances, I do not have a lot of confidence that our community will rank high in scoring, but it is worth a shot. I also believe that this is something we should pursue with or without funding from grants. A resolution is included to authorize application.

Council Questions, Inquiries, Requests, Comments, and Notes

City Boundary: There is a discrepancy in the municipal boundary between what is in our charter and what was filed with the state in 1958. This is reflected as a difference between the boundary we use for all intents and purposes with that of the census map that is utilized by the state. We are making corrections now. This will result in more accurate (increased) population counts, road miles, and GIS information.

Equipment to be Sold: Once the next dump truck is delivered and winter is at an end, the city will be auctioning one pickup, both older dump trucks, one backhoe, and the old bucket truck (not yet replaced).

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, February 27, 2023, 7:00 P.M.**

Motion No. 230227-4A **MINUTES – FEBRUARY 13, 2023**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, February 13, 2023, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 230227-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of February 27, 2023, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 230227-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of February 27, 2023 including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230227–8A **RESOLUTION TO AMEND AMERICAL TOWER CELL
TOWER AGREEMENT FOR SITE 412754 (ELMS ROAD)**

Motion by Councilmember: _____

WHEREAS, the city entered into an agreement with New Par, a Delaware Partnership, in June of 1997 for the purposes of leasing land at 4355 Elms Road for the purpose of erecting and operating a wireless communication tower; and

WHEREAS, the tenant, entered into a management agreement with “American Tower” in 2015; and

WHEREAS, the agreement was amended and extended in June of 2016; and

WHEREAS, American Tower is managing the portfolio of tower assets and leases in what is becoming an increasingly diluted market for tower space; and

WHEREAS, American Tower proposes a decrease in the current lease amount to better situate the tower for ongoing and potential leases with wireless users; and,

WHEREAS, the City of Swartz Creek City Council finds that the current situation warrants a price reduction to ensure access to competitive space on the site.

NOW, THEREFORE, BE IT RESOLVED, the city council accepts “Option 1” of the term sheet, dated February 6, 2023 and directs the city manager to bring a lease amendment back to the city council for further review.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230227-8B

RESOLUTION TO APPROVE SIGNERS FOR THE MUNICIPAL EMPLOYEES’ RETIREMENT SYSTEM OF MICHIGAN PLANS

Motion by Councilmember: _____

WHEREAS, this Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees’ Retirement System of Michigan (“MERS”) Plan Document, as each may be amended; and,

WHEREAS, this resolution applies to reporting unit(s) #2504 of the participating municipality listed below; and,

WHEREAS, the City of Swartz Creek (“Employer”) is a participating municipality with the Municipal Employees’ Retirement System of Michigan (“MERS”) and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS; and,

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s); and,

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS’ contracts relating to the adoption, amendment and termination of MERS’ products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body; and,

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein.

NOW, THEREFORE, BE IT RESOLVED, the holders of the following job position(s) are hereby Authorized Officials that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. City Manager
2. City Clerk

BE IF FURTHER RESOLVED, This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230227-8D

RESOLUTION TO APPROVE THE FIVE YEAR PARK AND RECREATION PLAN

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek seeks to continue, create and adopt a five-year Parks and Recreation Plan in order to provide the best possible services to its residents and visitors, to remain compliant with requirements of the State Department of Natural Resources and Environment, and further, to remain eligible for various grant funds that are, or may become available; and

WHEREAS, the City engaged the services of its Engineering Firm, Rowe Professional Services of Flint Michigan, to work with and assist the City's Parks and Recreation Advisory Board in drafting a five-year Parks and Recreation Plan, a draft having been completed and available for public review for thirty days; and

WHEREAS, the City advertised and held a public hearing at its regular Council Meeting of February 27, 2023 to obtain public comments and Council discussion on the draft.

NOW, THEREFORE, I Move the City of Swartz Creek hereby adopt the 2023 – 2027 Five Year Parks and Recreation Plan, and further, direct the staff and City Consultant to publish and circulate the plan in accordance with law.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230227-8E

RESOLUTION TO APPROVE AN AMENDED POVERTY EXEMPTION POLICY AS PART OF THE MICHIGAN STATE TAX COMMISSION AUDIT OF MINIMUM ASSESSING REQUIREMENTS

Motion by Councilmember: _____

WHEREAS, the Michigan Tax Commission conducts an Audit of Minimum Assessing Requirements (AMAR) of Townships and Cities; and

WHEREAS, the city has adopted various policies and procedures related to these requirements, including a local Poverty Exemption Policy; and

WHEREAS, the State Tax Commission Policy Regarding Requests for Percentage Reductions in Taxable Value for Poverty Exemptions Under MCL 211.7u, has been updated as of January 19, 2021; and

WHEREAS, the city updated and affirmed written guidelines for poverty exemptions in 2021 and must continue to update and affirm specific wage thresholds for the policy.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek adopts the City of Swartz Creek Requirements of Poverty Exemption, as included in the February 27, 2023, city council packet, including the updated set income levels for exemption.

BE IT FURTHER RESOLVED that the City of Swartz Creek hereby waives penalties and interest that is otherwise required to be levied for failure to file a Property Transfer Affidavit under MCL 211.27b.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230227-8F

RESOLUTION TO APPROVE 2023 SEWER LINING PROJECTS

Motion by Councilmember: _____

WHEREAS, the city selected Liqui-Force Services (USA) Inc. (currently known as Inliner Solutions.), to perform certain sewer inspections and repairs in 2008 based upon a competitive request-for-proposal process that included fixed unit costs for services; and

WHEREAS, based upon the quality and reliability of work performed, Inliner has remained the city’s contractor for these specialized services past the original 2012 term of the contract; and

WHEREAS, Inliner has agreed to extend their unit costs through December 31, of 2023 for the purpose of completing work on the sanitary sewer system; and

WHEREAS, additional sewer rehabilitation work has been identified by staff and the city engineer based upon current inspections and consultation with the 20 year sewer plan.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal and associated unit costs, in part, to perform rehabilitation on the sanitary sewer system as outlined for segments of Miller Road and Segments of Morrish Road as outlined on the updated proposal dated February 2, 2023, in the amount of \$646,078, plus a 5% contingency, funds to be appropriated to the Sewer 590 fund.

NOW, THEREFORE, BE IT FURTHER RESOLVED the City of Swartz Creek hereby directs the city manager to create and execute a standard contractor agreement with the contractor.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 230227-8G

RESOLUTION TO AUTHORIZE APPLICATION TO THE MACC AND TO APPROVE A MATCH OF UP TO \$10,000

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek is a Redevelopment Ready Community with a Downtown Development Authority; and

WHEREAS, there are plans and opportunities to partner with the Swartz Creek Area Historical Society to create more opportunities to showcase the community's history, artistic abilities, and to create places of interaction and engagement in the community; and

WHEREAS, the Michigan Arts and Culture Council is soliciting grant applications for qualifying projects; and

WHEREAS, staff have worked to package a qualifying project to submit by the due date of March 1.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby authorizes and directs staff to submit the MACC Community Partners Grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED the City of Swartz Creek commits \$10,000 to match this project, should it be awarded, with the condition that the DDA will be requested to allocate \$5,000 of this match.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 230227-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of February 27, 2023.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 02/13/2023**

The meeting was called to order at 6:00 p.m. by Mayor Krueger in the Swartz Creek City Council Chambers, 8083 Civic Drive.

Invocation and Pledge of Allegiance.

Councilmembers Present: Cramer, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, City Attorney Chris Stritmatter.

Others Present: Susan Mesack, Metro PD Chief Bade.

Others Virtually Attended: Brenda Huyck.

APPROVAL OF MINUTES

Resolution No. 230213-01 (Carried)

Motion by Councilmember Spillane
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday January 23, 2023, to be circulated and placed on file.

YES: Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry, Cramer.
NO: None. Motion Declared Carried.

APPROVAL OF AGENDA

Resolution No. 230213-02 (Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as presented for the Regular Council Meeting of February 13, 2023, to be circulated and placed on file.

YES: Gilbert, Hicks, Krueger, Knickerbocker, Henry, Cramer, Spillane.

NO: None. Motion Declared Carried.

CITY MANAGER’S REPORT

Resolution No. 230213-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager’s Report of February 13, 2023, including reports and communications to be circulated and placed on file.

YES: Hicks, Krueger, Knickerbocker, Henry, Cramer, Spillane, Gilbert.
NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

RESOLUTION TO APPROVE AN EXPANDED USE RESERVATION AND PARK FEE FOR USE OF ELMS PARK FOR A NON-PROFIT ART EVENT

Resolution No. 230213-04

(Amended)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the More Life Tabernacle is proposing an expanded park use reservation for Elms Park June 17, 2023 for the purpose of holding an entertainment event that will be open and advertised to the public; and

WHEREAS, the group is a recognized non-profit operating in Swartz Creek that meets the requirements for an expanded use reservation.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby approves the expanded use reservation of the More Life Tabernacle for their pavilion reservation in Elms Park on June 17, 2023, including the provision of live music, free food, and related entertainment in and around the pavilion grounds.

Discussion Ensued.

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move to amend the motion to prohibit amplified sound, not including the puppet show.

YES: Knickerbocker, Henry, Cramer, Gilbert, Krueger.
NO: Spillane, Hicks. Motion Declared Carried

YES: Krueger, Knickerbocker, Henry, Cramer, Gilbert.
NO: Spillane, Hicks. Motion Declared Carried.

RESOLUTION TO APPROVE BIDS FOR THE REPAIR OF A STORM DRAIN OFF THE END OF BRADY STREET AT THE SWARTZ CREEK

Resolution No. 230213-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of storm water assets; and

WHEREAS, an inspection of the creek bank identified a section of large diameter concrete storm pipe that was failing, resulting in erosion of the area adjacent to and in line with the storm pipe; and

WHEREAS, the City advertised bids to correct the deficiency; and

WHEREAS, RBF Construction, Inc. is the lowest responsible bidder.

THEREFORE BE IT RESOLVED the City of Swartz Creek hereby approves the bid in the amount of \$9,870 for restoration of the drain, with an allowance of 15% contingency, and further directs the City Treasurer to appropriate funds and amend the budget as necessary.

Discussion Ensued.

YES: Cramer, Spillane, Gilbert, Hicks, Krueger, Knickerbocker, Henry.
NO: None. Motion Declared Carried.

CURFEW ORDINANCE AMENDMENT

DISCUSSION

Mr. Zettel noted that the Hometown Days Committee is looking into adding a curfew and decreasing the hours of the event. This is due to issues in the past at night on the weekends. They are looking at a curfew of 7pm for unaccompanied minors under 18. A minor would need to be accompanied by an adult 21 years of age or older. The city is looking at creating a matching temporary curfew ordinance for the event.

Brenda Huyck, HTD representative communicated that the committee is working with Metro PD and HTD director of security, on event hours and curfew details due to past issues with unaccompanied youths. They have been researching other events guidelines on curfews and age requirements.

Chief Bade spoke of the issues they had over the last few years at the event, such as multiple large fights. The problem area is the carnival area. Group of youths hanging out waiting to create chaos. It tends to start at dusk. The 7pm curfew was Metro's recommendation. Last year one problem was youth wearing masks which caused issues identifying individuals. We are looking to restrict the carrying of backpacks, drawstring bags, same as such in place college stadiums & Pine Knob. We are also looking to adding barricades at Morrish/Miller Road. We are taking much more of a restricted approach this year to curtail these issues.

Councilmember Henry wondered if Friday & Saturday are the only nights the hours and curfew would take place. Mrs. Huyck said the only days of the festival that they changed the hours are Friday & Saturday.

Councilmember Knickerbocker wants to commend the HTD board for being proactive. He feels the city mirroring the curfew is a good thing.

Attorney Stritmatter indicated that the city would need to identify and define the legitimate government interest and tie to the proposed ordinance so it can be enforced. The ordinance being specific for Hometown Days is a good idea.

Susan Mesack HTD committee rep commented security is priority #1.

Brenda Huyck wants everyone to stay safe and the committee feels it's time to be proactive.

RESOLUTION TO APPROVE COMMISSION APPOINTMENT

Resolution No. 230213-06

(Carried)

Motion by Councilmember Knickerbocker
Second by Councilmember Cramer

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

I Move the Swartz Creek City Council adjourn the regular council meeting of February 13, 2023 at 7:01 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 01/31/2023

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
Revenue					
000.000 - General	2,697,088.00	2,701,502.11	2,011,256.32	690,245.79	74.45
301.000 - Police Dept	4,500.00	4,708.00	4,859.25	(151.25)	103.21
345.000 - PUBLIC SAFETY BUILDING	23,700.00	23,700.00	13,260.63	10,439.37	55.95
371.000 - Building/Zoning/Planning	53,500.00	53,936.75	36,561.75	17,375.00	67.79
444.000 - Sidewalks	3,500.00	3,500.00	0.00	3,500.00	0.00
448.000 - Lighting	9,221.52	9,221.52	4,504.22	4,717.30	48.84
523.000 - Grass, Brush & Weeds	5,000.00	5,000.00	2,600.00	2,400.00	52.00
694.000 - Community Development Block Grant	54,756.50	2,101.00	0.00	2,101.00	0.00
728.005 - Holland Square Streetscape	40,000.00	40,000.00	40,000.00	0.00	100.00
780.500 - Mundy Twp Park Services	10,008.90	10,008.90	3,941.78	6,067.12	39.38
782.000 - Facilities - Abrams Park	70.00	260.00	260.00	0.00	100.00
783.000 - Facilities - Elms Rd Park	12,000.00	12,700.00	4,550.00	8,150.00	35.83
786.000 - Non-Motorized Trailway	700,000.00	700,000.00	571,437.17	128,562.83	81.63
790.000 - Facilities-Senior Center/Libr	5,300.00	5,300.00	2,885.07	2,414.93	54.44
794.000 - Community Promotions Program	0.00	130.00	130.00	0.00	100.00
TOTAL REVENUES	3,618,644.92	3,572,068.28	2,696,246.19	875,822.09	
Expense					
000.000 - General	13,580.00	13,580.00	7,885.85	5,694.15	58.07
101.000 - Council	23,484.73	24,868.17	15,789.91	9,078.26	63.49
172.000 - Executive	161,084.00	163,290.56	87,570.96	75,719.60	53.63
215.000 - Administration and Clerk	31,156.00	31,156.00	16,505.89	14,650.11	52.98

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
228.000 - Information Technology	20,080.00	20,080.00	14,999.69	5,080.31	74.70
247.000 - Board of Review	3,163.00	3,163.00	752.34	2,410.66	23.79
253.000 - Treasurer	107,712.00	107,833.74	64,196.34	43,637.40	59.53
257.000 - Assessor	58,507.00	58,507.00	21,882.94	36,624.06	37.40
262.000 - Elections	42,625.00	51,197.00	39,334.49	11,862.51	76.83
265.000 - Facilities - City Hall	49,785.00	49,785.00	9,669.77	40,115.23	19.42
266.000 - Legal Council	18,500.00	18,500.00	6,501.50	11,998.50	35.14
301.000 - Police Dept	7,900.00	7,924.28	11,800.18	(3,875.90)	148.91
301.266 - Legal Council PSFY	24,000.00	24,000.00	10,667.52	13,332.48	44.45
301.851 - Retiree Employer Health Care PSFY	28,004.30	28,004.30	17,018.33	10,985.97	60.77
334.000 - Metro Police Authority	1,126,733.00	1,148,663.00	552,320.50	596,342.50	48.08
336.000 - Fire Department	177,712.00	180,877.00	148,886.68	31,990.32	82.31
345.000 - PUBLIC SAFETY BUILDING	50,878.30	72,878.30	51,427.15	21,451.15	70.57
371.000 - Building/Zoning/Planning	118,653.00	122,053.00	55,041.96	67,011.04	45.10
444.000 - Sidewalks	6,200.00	8,125.00	0.00	8,125.00	0.00
448.000 - Lighting	106,000.00	106,000.00	45,726.20	60,273.80	43.14
463.000 - Routine Maint - Streets	0.00	642.72	642.72	0.00	100.00
523.000 - Grass, Brush & Weeds	2,000.00	2,000.00	100.00	1,900.00	5.00
567.000 - Facilities - Cemetery	945.16	3,395.16	3,070.10	325.06	90.43
694.000 - Community Development Block Grant	54,766.50	2,101.00	0.00	2,101.00	0.00
728.000 - Economic Development	650.00	10,025.00	0.00	10,025.00	0.00
780.000 - Parks & Recreation	6,256.77	22,264.57	19,993.06	2,271.51	89.80
780.500 - Mundy Twp Park Services	9,138.00	9,138.00	3,796.88	5,341.12	41.55

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
782.000 - Facilities - Abrams Park	98,420.82	98,711.40	15,891.05	82,820.35	16.10
783.000 - Facilities - Elms Rd Park	239,933.00	185,433.00	69,908.03	115,524.97	37.70
786.000 - Non-Motorized Trailway	909,488.00	916,249.00	563,446.28	352,802.72	61.49
788.000 - Otterburn Disc Golf Park	31,000.00	31,000.00	0.00	31,000.00	0.00
790.000 - Facilities-Senior Center/Libr	34,373.58	34,373.58	15,223.13	19,150.45	44.29
794.000 - Community Promotions Program	52,814.00	52,814.00	39,112.95	13,701.05	74.06
797.000 - Facilities - City Parking Lots	11,715.00	66,215.00	1,777.59	64,437.41	2.68
851.000 - Retired Employee Health Care	26,550.00	26,550.00	10,164.93	16,385.07	38.29
965.000 - Transfers Out	155,000.00	155,000.00	155,000.00	0.00	100.00
TOTAL EXPENDITURES	3,808,808.16	3,856,397.78	2,076,104.92	1,780,292.86	
Fund 101 - General Fund:					
TOTAL REVENUES	3,618,644.92	3,572,068.28	2,696,246.19	875,822.09	75.48
TOTAL EXPENDITURES	3,808,808.16	3,856,397.78	2,076,104.92	1,780,292.86	53.84
NET OF REVENUES & EXPENDITURES	(190,163.24)	(284,329.50)	620,141.27	(904,470.77)	
Fund 202 - Major Street Fund					
Revenue					
000.000 - General	553,070.00	803,287.45	492,108.26	311,179.19	61.26
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	1,261.00	3,739.00	25.22
454.000 - Major Streets Projects	89,134.83	89,134.83	11,471.82	77,663.01	12.87
474.000 - Traffic Services	0.00	12,625.00	12,625.00	0.00	100.00
478.000 - Snow & Ice Removal	2,100.00	2,100.00	0.00	2,100.00	0.00
TOTAL REVENUES	649,304.83	912,147.28	517,466.08	394,681.20	
Expense					
228.000 - Information Technology	1,100.00	1,100.00	656.80	443.20	59.71
429.000 - Occupational Safety	0.00	147.20	147.20	0.00	100.00
441.000 - Miller Rd Park & Ride	5,822.00	5,822.00	2,115.80	3,706.20	36.34
448.000 - Lighting	0.00	6,014.00	6,014.00	0.00	100.00

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
449.500 - Right of Way - General	15,000.00	15,000.00	125.48	14,874.52	0.84
449.501 - Right of Way - Storms	15,000.00	15,000.00	0.00	15,000.00	0.00
452.100 - Safe Routes to School Grant	132,105.00	135,112.50	3,307.50	131,805.00	2.45
454.000 - Major Streets Projects	317,842.00	317,842.00	50,469.87	267,372.13	15.88
463.000 - Routine Maint - Streets	389,213.00	638,713.00	359,496.69	279,216.31	56.28
463.307 - Oakview - Seymour to Chelmsford	29,000.00	73,952.62	73,952.62	0.00	100.00
474.000 - Traffic Services	34,213.00	39,213.00	30,619.26	8,593.74	78.08
478.000 - Snow & Ice Removal	53,515.00	53,515.00	13,768.92	39,746.08	25.73
482.000 - Administrative	15,382.00	15,382.00	8,464.02	6,917.98	55.03
538.500 - Intercommunity storm drains	11,000.00	14,055.00	3,679.32	10,375.68	26.18
TOTAL EXPENDITURES	1,019,192.00	1,330,868.32	552,817.48	778,050.84	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	649,304.83	912,147.28	517,466.08	394,681.20	56.73
TOTAL EXPENDITURES	1,019,192.00	1,330,868.32	552,817.48	778,050.84	41.54
NET OF REVENUES & EXPENDITURES	(369,887.17)	(418,721.04)	(35,351.40)	(383,369.64)	
Fund 203 - Local Street Fund					
Revenue					
000.000 - General	173,525.00	302,856.79	202,483.00	100,373.79	66.86
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
478.000 - Snow & Ice Removal	1,400.00	1,400.00	0.00	1,400.00	0.00
931.000 - Transfers IN	300,000.00	300,000.00	0.00	300,000.00	0.00
TOTAL REVENUES	489,925.00	619,256.79	202,483.00	416,773.79	
Expense					
228.000 - Information Technology	850.00	850.00	656.80	193.20	77.27
429.000 - Occupational Safety	0.00	181.04	181.04	0.00	100.00
449.500 - Right of Way - General	14,000.00	14,000.00	3,256.97	10,743.03	23.26

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
449.501 - Right of Way - Storms	1,500.00	1,500.00	268.56	1,231.44	17.90
455.000 - Local Street Projects	340,990.00	340,990.00	44,881.50	296,108.50	13.16
463.000 - Routine Maint - Streets	167,771.00	296,771.00	166,431.52	130,339.48	56.08
463.107 - Chelmsford - Seymour to Oakview	0.00	49,301.74	49,301.74	0.00	100.00
474.000 - Traffic Services	18,559.00	18,633.32	11,297.78	7,335.54	60.63
478.000 - Snow & Ice Removal	39,561.00	39,561.00	8,682.99	30,878.01	21.95
482.000 - Administrative	11,535.00	11,535.00	6,347.92	5,187.08	55.03
538.500 - Intercommunity storm drains	14,000.00	17,055.00	3,679.32	13,375.68	21.57
TOTAL EXPENDITURES	608,766.00	790,378.10	294,986.14	495,391.96	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	489,925.00	619,256.79	202,483.00	416,773.79	32.70
TOTAL EXPENDITURES	608,766.00	790,378.10	294,986.14	495,391.96	37.32
NET OF REVENUES & EXPENDITURES	(118,841.00)	(171,121.31)	(92,503.14)	(78,618.17)	
Fund 204 - MUNICIPAL STREET FUND					
Revenue					
000.000 - General	720,548.00	720,548.00	719,812.12	735.88	99.90
TOTAL REVENUES	720,548.00	720,548.00	719,812.12	735.88	
Expense					
905.000 - Debt Service	170,402.00	170,402.00	10,256.72	160,145.28	6.02
965.000 - Transfers Out	300,000.00	300,000.00	0.00	300,000.00	0.00
TOTAL EXPENDITURES	470,402.00	470,402.00	10,256.72	460,145.28	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	720,548.00	720,548.00	719,812.12	735.88	99.90
TOTAL EXPENDITURES	470,402.00	470,402.00	10,256.72	460,145.28	2.18
NET OF REVENUES & EXPENDITURES	250,146.00	250,146.00	709,555.40	(459,409.40)	
Fund 226 - Garbage Fund					
Revenue					
000.000 - General	445,285.00	446,167.91	453,796.08	(7,628.17)	101.71
TOTAL REVENUES	445,285.00	446,167.91	453,796.08	(7,628.17)	

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
Expense					
101.000 - Council	3,898.13	4,406.13	2,862.66	1,543.47	64.97
172.000 - Executive	9,158.50	9,158.50	5,934.71	3,223.79	64.80
215.000 - Administration and Clerk	2,159.00	2,159.00	1,396.78	762.22	64.70
228.000 - Information Technology	2,180.00	2,180.00	1,667.00	513.00	76.47
253.000 - Treasurer	19,355.60	19,386.03	9,084.92	10,301.11	46.86
265.000 - Facilities - City Hall	4,963.00	4,963.00	2,354.22	2,608.78	47.44
528.000 - Sanitation Collection	324,619.00	324,619.00	157,382.31	167,236.69	48.48
530.000 - Wood Chipping	68,107.50	68,107.50	31,922.94	36,184.56	46.87
782.000 - Facilities - Abrams Park	12,645.00	12,645.00	9,326.03	3,318.97	73.75
783.000 - Facilities - Elms Rd Park	17,281.00	17,281.00	10,494.21	6,786.79	60.73
TOTAL EXPENDITURES	464,366.73	464,905.16	232,425.78	232,479.38	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	445,285.00	446,167.91	453,796.08	(7,628.17)	101.71
TOTAL EXPENDITURES	464,366.73	464,905.16	232,425.78	232,479.38	49.99
NET OF REVENUES & EXPENDITURES	(19,081.73)	(18,737.25)	221,370.30	(240,107.55)	
Fund 248 - Downtown Development Fund					
Revenue					
000.000 - General	100,004.00	100,004.00	108,895.86	(8,891.86)	108.89
TOTAL REVENUES	100,004.00	100,004.00	108,895.86	(8,891.86)	
Expense					
173.000 - DDA Administration	2,804.00	7,004.00	4,622.85	2,381.15	66.00
728.000 - Economic Development	20,000.00	23,407.58	282.58	23,125.00	1.21
728.002 - Streetscape	42,000.00	45,628.21	43,628.21	2,000.00	95.62
728.003 - Facade Program	12,500.00	12,500.00	9,475.00	3,025.00	75.80
728.004 - Family Movie Night	6,960.00	6,960.00	495.00	6,465.00	7.11
TOTAL EXPENDITURES	84,264.00	95,499.79	58,503.64	36,996.15	

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	100,004.00	100,004.00	108,895.86	(8,891.86)	108.89
TOTAL EXPENDITURES	84,264.00	95,499.79	58,503.64	36,996.15	61.26
NET OF REVENUES & EXPENDITURES	15,740.00	4,504.21	50,392.22	(45,888.01)	
Fund 402 - Fire Equip Replacement Fund					
Revenue					
000.000 - General	75.00	75.00	(142.68)	217.68	(190.24)
931.000 - Transfers IN	155,000.00	155,000.00	155,000.00	0.00	100.00
TOTAL REVENUES	155,075.00	155,075.00	154,857.32	217.68	
Expense					
336.000 - Fire Department	0.00	615,162.50	145,869.50	469,293.00	23.71
TOTAL EXPENDITURES	0.00	615,162.50	145,869.50	469,293.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	155,075.00	155,075.00	154,857.32	217.68	99.86
TOTAL EXPENDITURES	0.00	615,162.50	145,869.50	469,293.00	23.71
NET OF REVENUES & EXPENDITURES	155,075.00	(460,087.50)	8,987.82	(469,075.32)	
Fund 590 - Sanitary Sewer Fund					
Revenue					
000.000 - General	600.00	2,753.22	3,038.21	(284.99)	110.35
536.000 - Sewer System	1,301,140.00	1,301,140.00	675,503.18	625,636.82	51.92
TOTAL REVENUES	1,301,740.00	1,303,893.22	678,541.39	625,351.83	
Expense					
101.000 - Council	13,195.82	14,295.23	7,176.59	7,118.64	50.20
172.000 - Executive	34,242.00	34,242.00	23,356.11	10,885.89	68.21
215.000 - Administration and Clerk	10,082.50	10,082.50	6,245.87	3,836.63	61.95
228.000 - Information Technology	8,290.00	8,290.00	4,938.37	3,351.63	59.57
253.000 - Treasurer	63,194.00	63,270.09	43,095.00	20,175.09	68.11
265.000 - Facilities - City Hall	9,013.00	9,787.02	5,845.85	3,941.17	59.73
536.000 - Sewer System	1,151,619.59	1,155,019.59	436,865.39	718,154.20	37.82
537.000 - Sewer Lift Stations	13,098.00	13,098.00	5,560.85	7,537.15	42.46

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
542.000 - Read and Bill	48,097.00	48,097.00	36,485.05	11,611.95	75.86
543.310 - Sewer District Rehabilitation	0.00	161.00	161.00	0.00	100.00
543.400 - Reline Existing Sewers	400,000.00	400,000.00	0.00	400,000.00	0.00
543.401 - Flush & TV Sewers	250,000.00	250,000.00	0.00	250,000.00	0.00
850.000 - Other Functions	8,000.00	8,000.00	0.00	8,000.00	0.00
TOTAL EXPENDITURES	2,008,831.91	2,014,342.43	569,730.08	1,444,612.35	
Fund 590 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,301,740.00	1,303,893.22	678,541.39	625,351.83	52.04
TOTAL EXPENDITURES	2,008,831.91	2,014,342.43	569,730.08	1,444,612.35	28.28
NET OF REVENUES & EXPENDITURES	(707,091.91)	(710,449.21)	108,811.31	(819,260.52)	
Fund 591 - Water Supply Fund					
Revenue					
000.000 - General	1,100.00	4,293.91	5,614.81	(1,320.90)	130.76
540.000 - Water System	2,265,370.00	2,265,370.00	1,134,257.73	1,131,112.27	50.07
543.230 - Water Main Repair USDA Grant	0.00	550,125.16	560,282.91	(10,157.75)	101.85
TOTAL REVENUES	2,266,470.00	2,819,789.07	1,700,155.45	1,119,633.62	
Expense					
101.000 - Council	13,195.82	14,295.82	7,181.18	7,114.64	50.23
172.000 - Executive	34,344.00	34,344.00	23,758.52	10,585.48	69.18
215.000 - Administration and Clerk	10,007.50	10,007.50	6,243.82	3,763.68	62.39
228.000 - Information Technology	5,800.00	5,800.00	4,938.37	861.63	85.14
253.000 - Treasurer	82,499.50	82,575.59	36,195.45	46,380.14	43.83
265.000 - Facilities - City Hall	8,739.00	8,739.00	5,952.97	2,786.03	68.12
540.000 - Water System	2,397,276.40	2,399,976.40	969,351.09	1,430,625.31	40.39
542.000 - Read and Bill	50,310.00	50,310.00	22,188.27	28,121.73	44.10
543.230 - Water Main Repair USDA Grant	20,000.00	531,646.68	485,769.00	45,877.68	91.37
850.000 - Other Functions	10,000.00	10,000.00	0.00	10,000.00	0.00

GL NUMBER	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	YTD BALANCE 01/31/2023	AVAILABLE BALANCE	% BDGT USED
905.000 - Debt Service	41,813.00	68,727.89	39,839.75	28,888.14	57.97
TOTAL EXPENDITURES	2,673,985.22	3,216,422.88	1,601,418.42	1,615,004.46	
Fund 591 - Water Supply Fund:					
TOTAL REVENUES	2,266,470.00	2,819,789.07	1,700,155.45	1,119,633.62	60.29
TOTAL EXPENDITURES	2,673,985.22	3,216,422.88	1,601,418.42	1,615,004.46	46.79
NET OF REVENUES & EXPENDITURES	(407,515.22)	(396,633.81)	98,737.03	(495,370.84)	
Fund 661 - Motor Pool Fund					
Revenue					
000.000 - General	167,355.00	168,611.66	83,368.27	85,243.39	49.44
TOTAL REVENUES	167,355.00	168,611.66	83,368.27	85,243.39	
Expense					
172.000 - Executive	11,240.00	11,240.00	9,854.62	1,385.38	87.67
228.000 - Information Technology	760.00	760.00	810.99	(50.99)	106.71
253.000 - Treasurer	2,325.00	2,325.00	1,394.20	930.80	59.97
265.100 - Facilities - City Garage	335,386.00	455,840.54	54,406.30	401,434.24	11.94
850.000 - Other Functions	4,000.00	4,000.00	0.00	4,000.00	0.00
TOTAL EXPENDITURES	353,711.00	474,165.54	66,466.11	407,699.43	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	167,355.00	168,611.66	83,368.27	85,243.39	49.44
TOTAL EXPENDITURES	353,711.00	474,165.54	66,466.11	407,699.43	14.02
NET OF REVENUES & EXPENDITURES	(186,356.00)	(305,553.88)	16,902.16	(322,456.04)	



February 6, 2023

c/o American Tower
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

CITY OF SWARTZ CREEK MI
8083 Civic Drive
Swartz Creek, MI 48473

RE: Tower Site Number: 412754; Tower Site Name: 412754, located at 4355 Elms Road, Swartz Creek, MI, 48473 (the "Tower Site")

Dear Landlord,

American Towers, LLC (together with its subsidiaries and affiliates, "American Tower") is actively reviewing its portfolio of sites to determine ways to maintain a more efficient and economical portfolio based on current market conditions. In order to ensure all parties enjoy the long-term benefit of this Tower Site, we need to adjust the terms of the contract. As a part of this portfolio review, American Tower has implemented a program that will offer you the opportunity to potentially strengthen your strategic relationship as well as provide you the opportunity to secure your rental income.

MD7 has been retained by American Tower to provide services in administering this program that would greatly benefit you moving forward. We request that you contact MD7 directly at the numbers listed below to discuss suggested changes to the agreement for the Tower Site. When you call, please provide your Tower Site Number to the contact below.

We look forward to working with you to find a mutually beneficial solution.

Sincerely,

**MD7 Lease Consultant
Authorized Vendor of American Towers, LLC
and its subsidiaries and affiliates**



PLEASE CONTACT: Doug Lovejoy
PHONE: (858) 952-0341
SITE ID: 412754
PLEASE PROVIDE YOUR SITE ID WHEN CALLING.

****PLEASE NOTE: Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and MD7.**



February 6, 2023

CITY OF SWARTZ CREEK MI

RE: American Tower Site No. 412754 / 412754 ("Tower Site")

Dear Adam,

As the leading independent operator of wireless and broadcast communication sites, American Towers LLC (together with its affiliates and subsidiaries, "American Tower") understands the importance of maintaining productive long-term relationships with its landlords. American Tower has therefore engaged MD7 to reach out to its landlords to review ways to grow and develop those relationships.

Based upon current market conditions, we need to adjust the financial terms of this Tower Site's contract in order to ensure the long-term stability of the Tower Site and allow all parties to benefit. The proposal below outlines four options available for the tower on your property:

Option 1: Rent Reduction

- **\$19,542.48 per year commencing June 19, 2023**
- **10% term escalation will continue June 19, 2027**
- **Providing 2 terms of 5 years each; final expiration date will be June 18, 2062**
- **Providing 5-year rent guarantees totaling \$101,699.86**

Or

Option 2 – Lump Sum.

- **Purchase price of \$388,220.80 in exchange for perpetual easement.**

Option 3 – Monthly installments over 5 years.

- **Purchase price of \$388,220.80 in exchange for perpetual easement.**
- **60 guaranteed monthly installment payments of \$7,125.92 totalling \$427,555.43 after all installments paid out.**

Option 4 – Monthly installments over 10 years.

- **Purchase price of \$388,220.80 in exchange for perpetual easement.**
- **120 guaranteed monthly installment payments of \$3,917.49 totalling \$470,098.63 after all installments paid out.**

****PLEASE NOTE:** All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, all proposals are contingent upon: 1) American Tower's confirmation, review and approval, in its sole discretion, of a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower's Executive Team. Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and MD7.

I look forward to working with you to secure this mutually beneficial relationship for the years to come. After you review the options outlined above, please contact me to discuss further.

Respectfully,

Doug Lovejoy

dlovejoy@md7.com

(858) 952-0341

MD7 | Lease Consultant

An authorized vendor of American Towers LLC and its subsidiaries and affiliates

****PLEASE NOTE: *This conditional offer expires and is for discussion purposes only. The parties will not be bound in any respect until and unless a written agreement is signed by all applicable parties.***

LEASE AGREEMENT

THIS LEASE AGREEMENT, effective as of the 19th day of June, 1997, by and between the CITY OF SWARTZ CREEK, a Michigan municipal corporation, having an office at 5037 First Street, Swartz Creek, Michigan 48473-1498 (hereinafter called "Lessor"), and NEW PAR, a Delaware partnership, d/b/a AirTouch Cellular, having an office at 26935 Northwestern Highway, Suite 100, Southfield, Michigan 48034 (hereinafter called "Lessee").

RECITALS

A. Lessor is the owner in fee simple of a parcel of land located in the City of Swartz Creek, County of Genesee, Michigan and described on Exhibit "A" attached hereto ("Owned Premises").

B. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a certain portion of the Owned Premises.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and understandings set forth hereinbelow, Lessor and Lessee hereby agree and contract as follows:

1. Description of the Leasehold.

Lessor hereby leases to Lessee and Lessee leases from Lessor the following:

(a) The part of the Owned Premises as is described on Exhibit "B" attached hereto ("Leased Premises"). The balance of the Owned Premises (less the Leased Premises) shall hereinafter be referred to as "Lessor's Premises".

(b) Together with a right of (i) access for vehicular and pedestrian ingress and egress to the Leased Premises, over such portions of Lessor's Premises as mutually agreed to by the parties and depicted on Exhibit "C" attached hereto, which such license or permission shall remain irrevocable during all periods that this Lease is in effect; (ii) parking of not more than three vehicles on that portion of the Owned Premises as designated by Lessor from time to time; and (iii) non-exclusive easement(s) for utility access as is required by any telephone or electric utility company that is mutually agreed to by the parties, which consent shall not be unreasonably withheld. Such easement(s) to be maintained by Lessee at its cost unless same are used by Lessor or others with Lessor's permission in which case same shall be maintained by Lessor at Lessor's cost. However, at all times the utility extensions installed by Lessee thereon shall be maintained by

6/16/97 81343.V7 Site No. 322

Lessee. Following the installation of said utilities, neither party shall do any act or allow same to be done that would interfere with or disturb the other's use of said easement(s).

2. Permitted Uses.

(a) The Leased Premises may be used for any purpose consistent with telecommunications services such as, but not limited to, commercial mobile services, wireless services and common carrier wireless exchange access services so long as such operation (i) is conducted in a lawful manner in accordance with the standards imposed by the Federal Communications Commission and any other body with authority over such transmissions and operations, and (ii) is conducted in accordance with all applicable state and local laws, rules, regulations and ordinances. Lessee's use may include, among other things, the construction, maintenance, use, repair, and replacement of a 150 foot tall monopole and the construction, maintenance, use, repair and replacement of an equipment shelter.

(b) From this date forth, Lessor hereby agrees not to lease any space on Lessor's Premises to any tenant who broadcasts on a radio frequency which will interfere with Lessee's use of the Leased Premises as a cellular radio telecommunications cell site. Lessor shall also not lease to any other cellular telecommunications company for a telecommunications cell site.

(c) Lessee shall not install any signs on the Leased Premises without Lessor's consent, which consent shall not be unreasonably withheld or delayed.

3. Term.

The initial term of this Lease shall commence on the date first written above and shall be for a consecutive period of ten (10) years, with three (3) additional renewal periods of five (5) years each. Said renewal periods shall commence automatically without further action on the part of Lessor or Lessee, provided, however, Lessee may elect not to renew this Lease at the expiration of the initial Lease term or any renewal term by giving Lessor not less than ninety (90) days written notice thereof prior to such expiration date.

4. Rent.

(a) Base Rent.

Lessee shall pay to Lessor as rent during the initial term the following amounts, due on the date first written above and on each subsequent annual anniversary date of this Lease:

Years 1 - 5	\$11,400.00	per annum
Years 6 - 10	\$13,680.00	per annum

(b) Subsequent rent for renewal periods.

First renewal	Years 11 - 15	\$16,416.00	per annum
Second renewal	Years 16 - 20	\$19,699.00	per annum
Third renewal	Years 21 - 25	\$23,639.00	per annum

All payments shall be made by check mailed or delivered to Lessor at the above address, or such other place as Lessor may from time to time notify Lessee.

5. Improvements by Lessee.

(a) Lessee may install all the improvements provided for in Section 2(a) and any auxiliary improvements related thereto, all of which shall be installed as depicted on and in accordance with a site plan submitted to and approved by the City of Swartz Creek and attached hereto as Exhibit D.

(b) All construction shall be in conformity with applicable government requirements, including, Federal Aviation Administration, and Federal Communications Commission specifications. At all times while this Lease is in effect, Lessee shall be responsible for any and all damage to Lessor's Premises caused by Lessee's actions.

6. Maintenance of Premises and Surrounding Areas.

Lessee at its own expense shall maintain the Leased Premises and all improvements made by Lessee thereon in accordance with sound engineering standards to assure that at all times the same are in conformance with the requirements of the Federal Communications Commission and all governmental bodies having jurisdiction. Lessee at its own expense shall keep the Leased Premises in good condition and repair and at the termination of this Lease, shall surrender possession of the Leased Premises to Lessor in as good condition as the same was received at the commencement of the Lease, reasonable wear and tear excepted.

Lessor at its own expense shall maintain Lessor's Premises and all improvements thereon, if any, including but not limited to, lighting, drives and parking area, in good condition during the term and all renewals of the Lease.

7. Permits - FCC Approval.

Lessee shall obtain solely at its own expense any and all licenses or permits in connection with the installation, repair, alteration or replacement of the improvements or with Lessee's activities on the Leased Premises, and shall abide by the terms and provisions of such licenses and permits.

In the event of failure or refusal of the Federal Communications Commission ("FCC") to approve the application of Lessee as a cellular telephone station site, this Lease shall thereupon automatically terminate, and be of no further force or effect.

8. Access to Leased Premises.

During the term of this Lease, Lessee and its authorized representatives and contractors shall have unencumbered twenty-four hour access as needed to the Leased Premises. Lessor shall not damage or interfere with said access or the use of the Leased Premises.

Lessor and its agents shall have the right to enter upon the Leased Premises at reasonable times to examine and inspect the Leased Premises; provided, however, Lessor must provide Lessee forty eight (48) hours prior notice of such inspection and Lessor must be accompanied at all times on the Leased Premises by a representative of AirTouch Cellular. In the event of a bona fide emergency, however, Lessor may enter the Leased Premises without providing said notice and without accompaniment by said representative; provided, however, Lessor shall provide Lessee notice of any such emergency inspection within twenty four (24) hours of any such inspection.

9. Taxes.

Lessor agrees to request that all taxing authorities separately assess all improvements and send subsequent bills to Lessee. Lessee shall be entitled, at its sole cost and expense, to contest any such tax assessment. Lessor shall be responsible for all other taxes and assessments attributable to the Owned Premises. Notwithstanding the foregoing, Lessee shall not be responsible for the payment of any real property taxes or assessments with respect to all or any part of the Owned Premises if Lessor would otherwise not be obligated therefor.

10. Electrical Power and Utilities.

Electrical power and utilities for use by Lessee at the Leased Premises shall be separately metered for Lessee's account at Lessee's expense. Lessee shall be responsible for the timely payment of all charges for the electrical power metered to Lessee, and Lessee shall indemnify and hold Lessor wholly harmless from any such charges.

11. Indemnification and Insurance.

Lessee agrees to defend, indemnify and save Lessor, its licensees, servants, agents, employees and contractors harmless from and against any and all loss, damage, claim of damage, judgment, liability or expense (including reasonable attorney fees, interest, court costs and amounts paid in settlement of claims) in connection with claims resulting from bodily injury or death of any person or property damage to any property sustained by any person, including Lessor and Lessee, arising directly or indirectly from or predicated upon Lessee's operations at the Leased Premises.

including any use by the Lessee of the Owned Premises, including, but not limited to Lessee's installation, construction, maintenance, and removal of Lessee's improvements. Lessee further agrees to keep in full force and effect during the term of this Lease a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least One Million and 00/100 (\$1,000,000.00) Dollars in respect of bodily injury, including death, arising from any one occurrence, and One Million and 00/100 (\$1,000,000.00) Dollars in respect of damage to property arising from any one occurrence. Said insurance policy shall be endorsed to include Lessor as an additional named insured and shall provide that Lessor shall receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy. Lessee shall provide Lessor a certificate of insurance as evidence of the above insurance. This requirement may be met by Lessee maintaining a blanket system wide policy.

12. Removal Upon Termination.

(a) Upon the expiration or termination of this Lease, Lessee agrees to remove or cause to be removed from the Leased Premises within one hundred eighty (180) days following such expiration or termination all improvements, such removal to be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises. If, however, Lessee requests permission not to remove all or a portion of the improvements, and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor, and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

(b) Upon removal of the improvements (or portions thereof) as provided above, Lessee shall restore the affected area of the Leased Premises to the reasonable satisfaction of Lessor.

(c) All costs and expenses for the removal and restoration to be performed by Lessee pursuant to subparagraphs (a) and (b) above shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof.

13. Assignment.

Lessee shall not assign this Lease without the prior written consent of Lessor which consent Lessor agrees shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Lessee shall have the right to assign or transfer this Lease to its parent entity, if any, or any of its constituent partners, partners, related entities, subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase or public offering. Such assignment or transfer of the Lease shall not constitute an unauthorized assignment or transfer of this Lease and shall not require the consent of Lessor. In the event of such assignment, Lessee shall remain liable under this Lease, and the assignee must agree to assume the obligations hereunder by written documentation reasonably acceptable to counsel for Lessor. In the event of any such assignment, Lessee understands that it shall not be released from its obligations under this Lease.

14. **Eminent Domain.**

If the area of the Leased Premises upon which the monopole and/or the equipment shelter are situated, is acquired or condemned by any public authority under the power of eminent domain, this Lease shall terminate as of the date of such taking. Lessor shall be entitled to the amount of any condemnation award apportioned for the fair market value of the land, but Lessee shall be entitled to the amount apportioned for the cost of removing and relocating the improvements, and for business interruption, to the extent such amounts are provided for by law.

15. **Notices.**

Any notice required or permitted to be given hereunder shall be given in writing either by certified or registered mail, return receipt requested, or by nationwide overnight delivery service with charges pre-paid, at the respective addresses of the parties shown below or at such other address as may be designated hereafter in writing by either party:

Notice by Lessor to Lessee:

To: AirTouch Cellular
Network Services, Real Estate
Attention: Communications Site Manager
1575 Emerald Parkway
Dublin, Ohio 43017

With a copy to:

AirTouch Cellular
Legal Department, Contracts Administration
5175 Emerald Parkway
Dublin, Ohio 43017

With a copy to:

C. Kim Shierk
Dykema Gossett PLLC
1577 North Woodward Avenue
Suite 300
Bloomfield Hills, Michigan 48304

Notice by Lessee to Lessor:

To: City Clerk
City of Swartz Creek
5037 First Street
Swartz Creek, Michigan 48473-1498

With a copy to:

Mr. Richard J. Figura
Simen, Figura & Parker, P.L.C.
2300 Austin Parkway
Suite 140
Flint, Michigan 48507-1363

16. Indemnification.

Lessor at its expense will defend, indemnify and save Lessee, its licensees, servants, agents, employees and contractors, harmless from and against any loss, damage, claim of damage, liability or expense (including reasonable attorney fees, interest, court costs and amounts paid in settlement of claims) to or from any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the condition of or events occurring on the Owned Premises prior to the date of this Lease (unless, and to the extent, such loss, damage, claim of damage, liability or expense is directly or indirectly attributable to the acts or omissions of the Lessee) and the acts or omissions of Lessor, its licensees, servants, agents, employees or contractors on the Owned Premises during the term of this Lease.

17. Estoppel.

At any time and from time to time but not less than ten (10) days prior request by Lessor, Lessee shall promptly execute, acknowledge and deliver to Lessor, a certificate indicating (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Lessor. Any such certificate may be relied upon by any prospective purchaser, mortgagee and beneficiary under any deed of trust of the Leased Premises or any part thereof.

18. Subordination.

Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon Lessor's interest in the Leased Premises, provided Lessee receives a non-disturbance agreement in a commercially reasonable form from such mortgagee; and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument or instruments within ten (10) days of demand for same by Lessor, unless Lessee reasonably and with good cause, specified in writing to Lessor, objects to such subordination within said ten (10) day period.

19. Mechanic's Liens.

Any mechanic's lien filed against the Leased Premises for work claimed to have been done or materials claimed to have been furnished to Lessee shall be discharged by Lessee within ten (10) days thereafter. For the purposes hereof, the bonding of such lien by a reputable casualty or insurance company reasonably satisfactory to Lessor shall be deemed the equivalent of a discharge of any such lien. Should any action, suit or proceeding be brought upon any such lien for the enforcement or foreclosure of same, Lessee shall defend Lessor therein, and pay any damages and satisfy and discharge any judgment entered therein against Lessor.

20. Governing Law.

This Lease shall be governed by and construed under the laws of the State of Michigan.

21. Conformance to Law - Non-Waiver.

This Lease is made subject to all federal, state and municipal laws and regulations now or hereafter in force, and shall not be modified, or extended except by an instrument duly signed by Lessor and Lessee. Waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach of such provision, or of a breach of any other provision of this Lease.

22. Invalidity - Severable.

If any provision of this Lease shall to any extent be finally found by the Federal Communications Commission or a court of competent jurisdiction to be invalid or unenforceable, the validity and the enforceability of the remainder of this Lease and each of the other provisions hereof shall not be affected or impaired thereby.

23. Quiet Enjoyment.

So long as Lessee shall timely pay the rent and perform and comply with its covenants and conditions herein set forth, Lessee shall have peaceful possession and quiet enjoyment of the Leased Premises for the term of the Lease without hindrance on the part of Lessor, not inconsistent with the provisions contained hereinabove

24. Complete Agreement/Modification.

This Lease represents the entire agreement between Lessor and Lessee regarding all issues incident to Lessee's tenancy. There are no oral agreements between Lessor and Lessee affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between Lessor and Lessee other than those contained in this Lease, nor are there any issues related in any manner to Lessee's tenancy not discussed in a provision therefor contained in this Lease. No alteration, amendment, change, and/or modification of this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed by both Lessor and Lessee.

25. Title Insurance Policy.

Lessee shall obtain a commitment for a lessee's policy of title insurance covering the Leased Premises, issued by First American Title Insurance Company of Mid-America in an amount determined by Lessee. If Lessor's title, as evidenced by such commitment, is unacceptable to Lessee for any reason whatever, and Lessee so notifies Lessor in writing within 20 days from Lessee's receipt of such commitment, Lessor shall have 10 days from the date it is notified in writing of the particular defects claimed or other objections to remedy such defects or objections. If such defects or objections are not remedied or removed within such 10 day period, Lessee thereafter may at its option (i) waive the defects or objections, or (ii) terminate this Lease by notice to Lessor and receive a refund of rent paid beyond the termination date. Lessee shall pay the premium for the policy to be issued pursuant to the title commitment. Lessor shall not commit any act or fail to act in any manner which would have any adverse effect on Lessor's title to the Leased Premises (as determined by Lessee in its sole discretion) after the effective date of such title policy.

26. Representations of Lessor.

(a) Lessor represents, warrants and covenants to Lessee as follows:

(i) Lessor is currently the fee simple owner of the Owned Premises, and is not aware of any encumbrances against the Owned Premises other than as disclosed in the commitment of title insurance described in Section 25, above, that will impact Lessee's intended use of the Leased Premises, and Lessor will use its best efforts to obtain all requisite consents to the Lease from any mortgagee of the Owned Premises.

(ii) The Owned Premises has available to it all utilities, rights-of-way, rights of access and egress and easements as are necessary for the use of the Leased Premises as contemplated by Lessee, however, neither sanitary sewer nor city water are available at the Owned Premises.

(iii) No actions, suits, claims or proceedings have been instituted or threatened against or affecting the Owned Premises at law or in equity or before any federal, state or municipal governmental department or agency or instrumentality thereof.

(iv) Lessor has duly and validly authorized and executed this Lease. Lessor has obtained all necessary consents to the transaction contemplated hereby. Neither the execution and delivery of this Lease nor its performance are restricted by or violate any contractual or other obligation of Lessor.

(v) Lessor is not a "foreign person" as that term is defined in Section 1445 of the United States Internal Revenue Code of 1954, as amended.

(vi) Lessor has received no notice of taking, condemnation or assessment, actual or proposed, with respect to the Owned Premises, and Lessor has no reason to believe that any such taking, condemnation or assessment has been proposed or is under consideration.

(vii) Upon execution and delivery, this Lease shall be a valid and binding agreement, enforceable against Lessor in accordance with its terms subject only to customary exceptions for creditor's rights and equitable principles.

(viii) Lessor, to the best of its knowledge, is in compliance with all laws, ordinances and regulations of the city, county, state or federal governments applicable to the Owned Premises.

(ix) Lessor has received no written notice of any planned change in the zoning applicable to the Owned Premises. Lessor further represents, warrants and covenants that no zoning approvals shall be required to be obtained from Lessor in connection with the installation of any of Lessee's improvements on the Leased Premises or Lessee's use thereof pursuant to this Lease, nor shall such improvements or use be prohibited or affected in any way by any change in the zoning classification of the Owned Premises and/or any change in the Zoning Ordinance of the City of Swartz Creek.

(x) The operation of the Leased Premises does not violate any contract or agreement binding on Lessor or the Owned Premises.

(xi) Lessor knows of no latent defects in the condition of the Owned Premises that would adversely affect the operation of the Leased Premises as contemplated by Lessee.

(xii) Lessor represents and warrants that it has not directed, ordered, procured or otherwise undertaken any environmental investigation or assessment of the Owned Premises. Lessor further represents and warrants that, to the best of its knowledge, no toxic or hazardous substances or wastes, including without limitation any substance defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq, as amended), or any federal, state or local environmental law, ordinance, rule or regulation (collectively "Hazardous Materials") have ever been used, stored, released, spilled, discharged or otherwise disposed of on, in, under or otherwise affecting the Owned Premises. Lessor has not received and has no knowledge of the receipt by any other party of any notice from any applicable governmental entity of the potential or actual existence of any Hazardous Materials on, in, under or otherwise affecting the Owned Premises.

(b) The warranties set forth in this Lease shall survive the execution of this Lease.

(c) In the event of Lessor's breach of any of the forgoing representations, warranties and/or covenants, or if any of the foregoing should at any time prove untrue, Lessee may, after giving Lessor sixty (60) days prior written notice, terminate this Lease without further liability; provided, however, Lessor has not cured such breach to Lessee's sole satisfaction within said sixty (60) day period. However, in the event of Lessor's breach of Section 26(a)(ix) above, Lessee shall be entitled to specific performance.

27. Hazardous Substance Indemnification.

Lessee represents and warrants that its use of the Leased Premises will not generate any hazardous substance, and it will not store or dispose on the Leased Premises nor transport to or over the Leased Premises or the Owned Premises any hazardous substance, in violation of environmental laws. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance by Lessee and any damage, loss, expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof. As used in this Section, the term "hazardous substance" shall be as defined in Section 26(a)(xii) above.

28. Headings.

The headings used herein have been used for the convenience of the parties and are not to be used in construing this agreement.

29. Beneficiaries.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to any provisions of this Lease to the contrary.

30. State or Federal Environmental Enforcement Action.

Lessee may terminate the Lease if any local, state or federal agency threatens or commences environmental remediation or an enforcement action with respect to the Leased Premises or Owned Premises. Lessor must provide immediate written notice of any such action to Lessee.

31. Colocation

(a) Lessee shall cause the monopole described in Section 2(a) above ("Monopole") to be designed and constructed so as to support a minimum of two (2) antennae platforms; one for use by AirTouch Cellular and the other for use by Provider(s) (as defined below) in accordance with this Section; provided, however, any and all antennae maintained by any Provider pursuant to this Section shall be prior approved by Lessee as to size, manner of attachment, location, style, frequency, and other considerations as reasonably determined by Lessee, in Lessee's sole discretion.

(b) Lessee hereby agrees to reasonably cooperate with other providers of wireless communication services ("Providers") with locating their antennae on the Monopole ("Colocation"); provided, however, any proposed Colocation shall be subject to certain feasibility considerations including, but not limited to, technological, financial, legal and site considerations, as determined by Lessee, in Lessee's sole discretion.

(c) Any such Provider shall be responsible for leasing land from the City of Swartz Creek, or other party, for the location of its own equipment shelter, as well as for all other costs to enable that Provider to locate on the Monopole.

(d) Lessor at all times shall be permitted to maintain, rent free, one (1) antenna on the Monopole; provided, however, Lessor's right to do so shall terminate at such time as one (1) Provider, other than Lessor, has entered into an agreement to use the Monopole and, in turn, become entitled to use the Monopole prior to the time Lessor's antenna is installed on the Monopole.

(e) Any and all antenna(e) maintained by Lessor on the Monopole under subsection (d), above, shall be prior approved by Lessee as to size, manner of attachment, location, style, frequency, and other considerations as reasonably determined by Lessee so as to minimize interference and interruption of Lessee's operations on the Monopole as well as the operations of any Provider entitled to use the Monopole.

(f) Lessee may lease space on the Monopole to any Provider without Lessor's prior approval. In such event, Lessee agrees to insert in any sublease agreement for the Monopole a requirement that the Provider leasing space on the Monopole remit Three Hundred Fifty Dollars (\$350.00) per month to Lessor during the term of any such lease subject to periodic upward adjustment in the same percentage and at the same intervals as provided in Section 4, above.

Notwithstanding any of the foregoing, nothing contained herein shall be construed as creating any obligation on the part of Lessee to pay any rent to Lessor other than as provided in Section 4, above.

IN WITNESS WHEREOF, the undersigned parties warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind their respective principals, assigns, successors, heirs and legal representatives thereby.

WITNESSES:

LESSOR:

CITY OF SWARTZ CREEK, a Michigan municipal corporation

Marla D. Martin
MARLA D. MARTIN
Korene D. Kelly
KORENE D. KELLY

By: Anna G. McLoey
Its: Mayor

Ellen Teucer

By: Korene D. Kelly
Its: Clerk

Thomas L. Hundocey
THOMAS L. HUNDOCEY
STATE OF MICHIGAN)

Tax I.D. #38-6034855

COUNTY OF Genesee) ss.

On this 24 day of June, 1997, before me a Notary Public in and for said County personally appeared Donna L. McLoey and Korene D. Kelly, being the Mayor of The City of Swartz Creek, a Michigan municipal corporation, on behalf of said municipal corporation.

Marla D. Martin
Notary Public, MARLA D. MARTIN
Genesee County, Michigan
My commission expires: 12-8-97

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

On this 24 day of June, 1997, before me a Notary Public in and for said County personally appeared Korene D. Kelly and _____, being the City Clerk of The City of Swartz Creek, a Michigan municipal corporation, on behalf of said municipal corporation.

Ellen Teucer
Notary Public,
Oakland County, Michigan
My commission expires: 10/1/99

WITNESSES:

LESSEE:

NEW PAR, a Delaware partnership,
d/b/a AirTouch Cellular

Lisa Weisheimer
LISA WEISHEIMER
Verma Waddell
Verona Waddell

By: [Signature]
Its: _____
Tax I.D.# _____
Gregory J. Szabo
Vice President - Network Services

STATE OF Ohio)
) ss.
COUNTY OF Franklin

On this 9 day of ~~May~~ ^{June}, 1997, before me a Notary Public in and for said County personally appeared Greg Szabo, being the Vice President of New Par, a Delaware partnership, d/b/a AirTouch Cellular, on behalf of said partnership.

Lisa K. Weisheimer
Notary Public,
Franklin County, Ohio
My commission expires: 12/6/99



LISA K. WEISHEIMER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES DEC. 6, 1999

EXHIBIT A

(LEGAL DESCRIPTION OF OWNED PREMISES)

Land in the City of Swartz Creek, County of Genesee, State of Michigan, described as:

Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 855.00 feet along the west line of said Section 31 (also being the centerline of Elms Rd.) to the POINT OF BEGINNING:

thence S 88° 54' 00" E 122.58 feet;
thence S 16° 46' 00" W 255.51 feet;
thence N 88° 54' 00" W 50.00 feet to a point of the
west line of said Section 31;
thence N 00° 16' 00" E 246.04 feet to the POINT OF BEGINNING,
being a part of the S.W. 1/4 of said Section 31,
T7N, R6E, City of Swartz Creek, Genesee County, Michigan,
containing 21,229 sq. ft. or 0.487 acres of land
more or less, subject to the public use of the westerly
50.00 feet thereof for Elms Road, and subject to easements
or restrictions of record, if any.

A-1

EXHIBIT B

(LEGAL DESCRIPTION OF LEASED PREMISES)

Land in the City of Swartz Creek, County of Genesee, State of Michigan, described as:

Commencing at the W 1/4 corner of Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, thence S 00° 16' 00" W 903.50 feet along the west line of said Section 31 and the centerline of Elms Road, thence S 89° 44' 00" E 50.00 feet to the east right of way line of Elms Road and to the POINT OF BEGINNING:

thence S 89° 44' 00" E 33.25 feet;
thence S 00° 16' 00" W 64.00 feet;
thence N 89° 44' 00" W 33.25 feet;
thence N 00° 16' 00" E 64.00 feet along the east right of way line of Elms Road and to the POINT OF BEGINNING, being a part of the S.W. 1/4 of said Section 31, T7N, R6E, City of Swartz Creek, Genesee County, Michigan, containing 2128 sq. ft. or 0.049 acres of land more or less, and subject to easements and restrictions of record, if any.

B-1

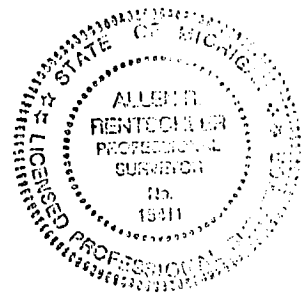
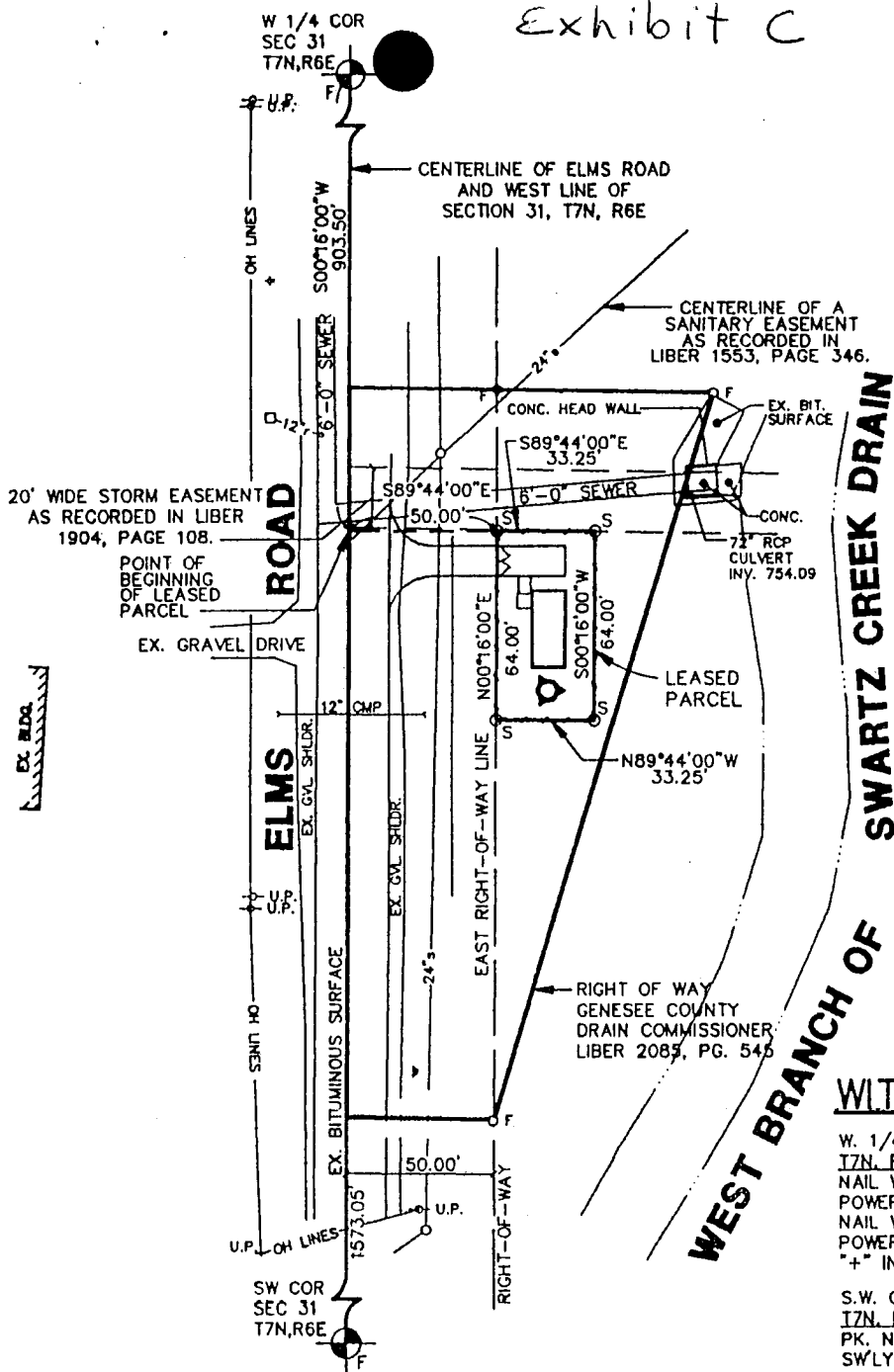
Exhibit C



SCALE: 1" = 50'

LEGEND

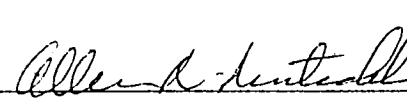

- O F FOUND IRON PIPE
- O S SET IRON PIPE



WITNESSES

- W. 1/4 COR. SEC. 31
T7N, R6E
NAIL W/DELATA TAG IN
POWER POLE S45°W 80.25
NAIL W/DELATA TAG IN
POWER POLE S40°E 72.42
" + " IN ROAD SURFACE N80°E 54.91
- S.W. COR. SEC. 31
T7N, R6E
PK. NAIL & FLAG IN
SWLY FACE P.P. N45°W 55.89
TOP OF HYDRANT N50°E 76.13
BOTTOM OF BOLT HOLE
S. LEG DIRECTIONAL SIGN WEST 29.22

SURVEY OF A 0.049 ACRE PARCEL OF LAND
LOCATED IN THE S.W. 1/4 OF SECTION 31, T7N, R6E,
CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN

SITE #322		REV.: 6/10/97	
CLIENT: FLINT CELLULAR TELEPHONE CO.		DATE: 2/05/97	
JOB NO.: 94044-322		SHEET 1 OF 3	
SECTION: 31 TWN: 7N RANGE: 6E		SCALE: 1in. = 50 ft.	
CITY OF SWARTZ CREEK		BOOK: 552	
GENESEE COUNTY, MICHIGAN		BY: ADB	
 Allen R. Rentschler PROFESSIONAL LAND SURVEYOR NO. 15411			
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND ABOVE PLATTED AND/OR DESCRIBED ON 2/05/97 AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/5000 AND THAT ALL OF THE REQUIREMENTS OF P.A. 132 1970 HAVE BEEN COMPLIED WITH.			
MIDWESTERN CONSULTING  Civil Engineers 3815 Plaza Drive Environmental Engineers Ann Arbor, Michigan 48108 Planners, Surveyors 313.995.0200 Fax 313.995.0599			

8404432.DWG

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Swartz Creek, a Michigan municipal corporation** ("**Landlord**") and **New Par d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated June 19, 1997 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Fifty Thousand and 00/100 Dollars (\$50,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before June 3, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on June 19, 1997. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the commencement of the

next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rental payment under the Lease is currently and shall remain **Nineteen Thousand Six Hundred Ninety-Nine and No/100 Dollars (\$19,699.00) per year** (the "**Rent**"). Commencing on June 19, 2017 and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to twenty percent (20%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF SWARTZ CREEK MI**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
4. **Revenue Share.** Section 31(f) of the Lease shall remain in full force and effect, and shall be subject to the increases and escalations described in Section 3 above.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or

indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 8083 Civic Drive, Swartz Creek, MI 48473; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "**Tenant**" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties hereby agree that Section 9 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real

property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURE PAGES TO FOLLOW]

LANDLORD:

City of Swartz Creek,
a Michigan municipal corporation

Signature: David A. Krueger
Print Name: David A. Krueger
Title: Mayer
Date: June 16, 2016

Signature: _____
Print Name: _____
Title: _____
Date: _____

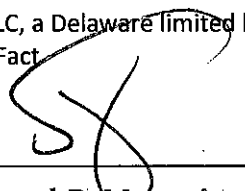
[SIGNATURES CONTINUE ON NEXT PAGE]

ATC Site No: 4127S4
VZW Site No: 139535
Site Name: Swartz Creek MI SQA

TENANT:

New Par d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

Signature: 
Print Name: **Edward P. Maggio, Jr.**
Title: **Senior Counsel, US Tower**
Date: **7/25/16**

ATC Site No: 412754
VZW Site No: 139535
Site Name: Swartz Creek MI 5QA

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

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

A parcel of land being part of the NW ¼ of the SW ¼ of Section 31, T7N-R6E, Flint Township, Genesee County, described as beginning at a point on the West Section line of said Section 31 which is S 00 deg. 16'00" W 855.00 feet from the West ¼ corner of said Section 31; thence S 88 deg. 54'00" E, 122.58 feet; thence S 16 deg. 46'00" W, 255.51 feet; thence N 88 deg. 54'00" W, 50.00 feet to a point on the West line of said Section 31; thence N 00 deg. 16' 00" E, 246.04 feet along said West Section line to the point of beginning, containing 0.49 acres and being subject to the use of the Westerly 50.00 feet thereof as Elms Road.

Parcel Number: 58-31-300-003

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

LAND IN THE CITY OF SWARTZ CREEK, COUNTY OF GENESEE, STATE OF MICHIGAN, DESCRIBED AS: COMMENCING AT THE W ¼ CORNER OF SECTION 31, T7N, R6E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, THENCE S 00° 16' 00" W 803.80 FEET ALONG THE WEST LINE OF SAID SECTION 31 AND THE CENTERLINE OF ELMS ROAD, THENCE S 88° 44' 00" E 60.00 FEET TO THE EAST RIGHT OF WAY LINE OF ELMS ROAD AND TO THE POINT OF BEGINNING; THENCE S 88° 44' 00" E 33.25 FEET; THENCE S 00° 16' 00" W 64.00 FEET; THENCE N 88° 44' 00" W 33.25 FEET; THENCE N 00° 16' 00" E 64.00 FEET ALONG THE EAST RIGHT OF WAY LINE OF ELMS ROAD AND TO THE POINT OF BEGINNING, BEING A PART OF THE S.W. ¼ OF SAID SECTION 31, T7N, R6E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, CONTAINING 2128 SQ. FT. OR 0.049 ACRES OF LAND MORE OR LESS, AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT A (continued)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

**CITY OF SWARTZ CREEK
CITY COUNCIL
CERTIFIED RESOLUTION #16-0613-04**

CELL TOWER AGREEMENT AMENDMENT

Resolution No. 16-0613-04

(Carried)

Motion by Councilmember Hicks
Second by Mayor Pro Tem Abrams

WHEREAS, the city entered into a 30 year agreement with New Par, a Delaware partnership, d/b/a Verizon Wireless, in June of 1997 for the purpose of leasing land located on Elms Road for the purpose of erecting and operating a wireless communication tower; and

WHEREAS, the city has provided access to the tower for placement of telecommunications equipment under the terms of the lease; and

WHEREAS, the tenant, now Verizon Communications Inc., a Delaware Corporation, desires to assert a thirty year extension on the lease in order to make future investments and possible co-locators more predictable and desirable; and

WHEREAS, the city has negotiated an additional lump-sum payment, in addition to the existing rent escalators, payable upon exercise of the aforementioned option in order to effect said changes; and,

WHEREAS, the City of Swartz Creek City Council finds the lease extension to be in the best interest of the public.

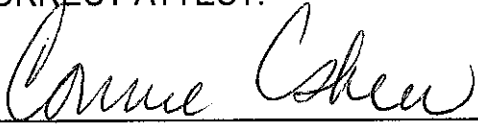
NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek City Council hereby approves the subsequent First Amendment to Lease Agreement for VZW Site No: 139535 as included in the city manager report for the June 13, 2016 city council meeting.

BE IT FURTHER RESOLVED, the City of Swartz Creek City Council hereby and further directs and authorizes the Mayor to execute said agreement & related memorandum on behalf of the city council and its individual members.

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

I, Connie Eskew, City Clerk in and for the City of Swartz Creek, hereby certify the above resolution was adopted by the Swartz Creek City Council at its regular meeting held Monday, June 13, 2016

CORRECT ATTEST:



Connie Eskew, City Clerk
City of Swartz Creek, Michigan



Two Different Leasing Situations

Leasing Seminar Excerpts. Full Slides
Available for Council Members

- New Lease - - Tenant has more bargaining power
 - Especially if there are alternate locations nearby
 - Landlord does not know limit price at which tenant will walk
 - Comparables not available to landlord
- Lease renewal or amendment - - Landlord has more bargaining power
 - Tenant has to have an antenna at/very near this site (otherwise gap in service)
 - Costs over \$250,000/takes a year or more to find, option, lease, zone, build new tower
 - Threats to move are hollow, but tenants have them well practiced, and are hard for many landlords to ignore
 - Good things come to those who wait - - Renewal offers go up, often significantly, as lease nears expiration

Rent

- Rents in general
 - Depend on location, location, location
 - Asking what the current market rent for a cell lease is like asking what the market price is for an acre of U. S. land - - depends where it is
- Rents for new cell leases
 - In 2010 rents in \$1,500 to \$2,500 per month range were common for new leases with municipalities, some upward change since then
 - Rents are higher in urban areas, and for property owners with multiple leases
 - Recent downward pressure on rents for new towers (not antennas on rooftops) due to cell companies outsourcing same to small, very competitive “build to suit” tower companies who own the tower and sublease space on it to cell companies

Rent (cont'd)

- In renewals, landlords can get more, closer to “market rents” charged by large tower management companies (TMCs) - - middlemen who own tens of thousands of towers, lease space on them to cell companies and others
 - Due to their size, knowledge, # of towers, TMCs have bargaining power similar to that of their cell company tenants
 - SEC filings by publicly traded TMCs show 2021 average annual rents per lease in \$34,000 to \$61,000 range - - good indicator of fair market rent
 - Corroborated by leases with TMCs where landlords get a percentage of the rent charged by the TMC - - shows rents in the same range or higher
 - Also corroborated by rents TMCs charge some municipalities for public service, fire, utility antennas
 - See <https://www.varnumlaw.com/insights/the-rates-rents-of-cell-tower-leases-for-2021-2022/>

Rent (cont'd)

- Rent specifics - - Important for lengthy term of lease
 - Escalated how often (yearly is good)
 - By what amount - - Average long-term rate of inflation is 3% per year, should be in that range not to lose out over time.
 - Rent paid how long in event of early termination

Timing of Renewal

- Generally don't start serious discussions until around 2 years before existing cell lease expires
- The closer you get, the better the terms being offered!
- Disregard earlier (10-15 years earlier!) renewal requests
- Especially if come from third party contractors, “authorized agents” for tenant
 - Generally are working on commission
 - High pressure
 - Scare tactics, borderline ethical
 - Working from script
 - No authority to make lease changes
- Landlord's goal is to get to someone at tenant with authority to authorize, negotiate needed changes



February 16, 2023

City of Swartz Creek
8083 Civic Dr.
Swartz Creek MI 48473

Attn: Mr. Robert Bincsik
Re: Extension of Contract Terms

It has been a pleasure working with the City of Swartz Creek and your department over the past decade plus. Together we have made tremendous progress in renewing and creating a long term sustainable sewage collection system that should serve the needs of the City well into the future.

As a result of positive and cooperative working environment including the open lines of communication and flexibility of your Department, we offer to maintain our unit prices through Dec 31, 2023. We will continue to meet or exceed all of the conditions / requirements you have come to expect from us.

If you have any questions or require additional information please feel free to contact me directly. We appreciate the strong business relationship we have with the City and look forward to continuing to work together in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "John Thompson", written over the typed name.

John Thompson
Business Development Manager

**CITY OF SWARTZ CREEK
SANITARY SEWER TRENCHLESS REHABILITATION
ITEMIZED BID SHEET**

Original Bid Pricing

ITEM	DESCRIPTION	UNIT	UNIT PRICE
PART I - Cleaning, Video Inspection & Reaming			
A	High Pressure Water Jet Cleaning. All Sizes	FT	\$ 3.25
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25
C	Sanitary Sewer Calcite Reaming		
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters		
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00
	Heavy - greater that 20% cross sectional area loss	FT	\$ 6.00
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00
F	Lateral Reinstatement	EA	\$ 500.00
PART II - Structural Spot Repair as determined by Engineer			
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.		
	8" diameter - 3' to 10' length	EA	\$ 2,500.00
	8" diameter - additional length greater than 10'	FT	\$ 75.00
	10" diameter - 3' to 10' length	EA	\$ 2,500.00
	10" diameter - additional length greater than 10'	FT	\$ 100.00
	12" diameter - 3' to 10' length	EA	\$ 2,750.00
	12" diameter - additional length greater than 10'	FT	\$ 100.00
	15" diameter - 3' to 10' length	EA	\$ 3,000.00
	15" diameter - additional length greater than 10'	FT	\$ 100.00
	18" diameter - 3' to 10' length	EA	\$ 3,500.00
	18" diameter - additional length greater than 10'	FT	\$ 100.00
PART III - Sanitary Sewer Lateral Cleaning and Repairs			
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacumm excavation and installation of a clean out to surface. Preparatory work of cleaning andn removal of debris in the lateral and temporary restoration of distrubed surface to be included.	EA	\$ 4,000.00
PART IV - Sanitary Sewer Joint Testing and Sealing			
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.		
	8" Diameter	JOINT	\$ 45.00
	10" Diameter	JOINT	\$ 45.00
	12" Diameter	JOINT	\$ 50.00
	15" Diameter	JOINT	\$ 55.00
	18" Diameter	JOINT	\$ 60.00
PART V - Structural CIPP Lining (Fully Deteriorated)			
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00

CITY OF SWARTZ CREEK
 SANITARY SEWER TRENCHLESS REHABILITATION
 ITEMIZED BID SHEET
 2023 Rehabilitation & Inspection
 2-Feb-23

1

2

ITEM	DESCRIPTION	UNIT	UNIT PRICE	Miller Rd - Paul Fortino Dr to West Border - 2023 Lining Area		Morrish Rd - Miller Rd to I69 / - 2023 Lining Area	
				Qty	Item	Qty	Item
PART I - Cleaning, Video Inspection & Reaming							
A	High Pressure Water Jet Cleaning, All Sizes	FT	\$ 3.25	7685	\$ 24,976.25	3004	\$ 9,763.00
B	Sanitary Sewer CCTV (Closed Circuit Television) Inspection recorded on DVD	FT	\$ 1.25	7685	\$ 9,606.25	3004	\$ 3,755.00
C	Sanitary Sewer Calcite Reaming						
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00	7685	\$ 30,740.00	3004	\$ 12,016.00
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -
D	Sanitary Sewer Reaming/Cutting Roots with Approved Reamers and Cutters						
	Light - equal or less than 20% cross sectional area loss	FT	\$ 4.00		\$ -		\$ -
	Heavy - greater than 20% cross sectional area loss	FT	\$ 6.00		\$ -		\$ -
E	Reaming of Protruding Lateral utilizing approved remote controlled robotic reamer with CCTV assistance	EA	\$ 500.00		\$ -		\$ -
F	Lateral Reinstatement	EA	\$ 500.00	100	\$ 50,000.00	30	\$ 15,000.00
PART II - Structural Spot Repair as determined by Engineer							
A	Pipe point structural spot repair with Cured-In-Place pipe (inverted tube liner) as specified including: sewer cleaning, pre and post video inspection with DVD and report.						
	8" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -
	8" diameter - additional length greater than 10'	FT	\$ 75.00		\$ -		\$ -
	10" diameter - 3' to 10' length	EA	\$ 2,500.00		\$ -		\$ -
	10" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -
	12" diameter - 3' to 10' length	EA	\$ 2,750.00		\$ -		\$ -
	12" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -
	15" diameter - 3' to 10' length	EA	\$ 3,000.00		\$ -		\$ -
	15" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -
	18" diameter - 3' to 10' length	EA	\$ 3,500.00		\$ -		\$ -
	18" diameter - additional length greater than 10'	FT	\$ 100.00		\$ -		\$ -
PART III - Sanitary Sewer Lateral Cleaning and Repairs							
A	Lateral sewer CCTV (Closed Circuit Television) Inspection through mainline sewer including DVD and report.	EA	\$ 500.00		\$ -		\$ -
B	Installation of 6" Diameter inverted type CIPP Lateral Liner (up to R.O.W.) from mainline sewer, including vacuum excavation and installation of a clean out to surface. Preparatory work of cleaning and removal of debris in the lateral and temporary rest	EA	\$ 4,000.00		\$ -		\$ -
PART IV - Sanitary Sewer Joint Testing and Sealing							
A	Sanitary Sewer Pipe Joint Sealing with approved Sealant including testing and removal of excess grout.						
	8" Diameter	JOINT	\$ 45.00		\$ -		\$ -
	10" Diameter	JOINT	\$ 45.00		\$ -		\$ -
	12" Diameter	JOINT	\$ 50.00		\$ -		\$ -
	15" Diameter	JOINT	\$ 55.00		\$ -		\$ -
	18" Diameter	JOINT	\$ 60.00		\$ -		\$ -
	24" Diameter						
PART V - Structural CIPP Lining (Fully Deteriorated)							
A	Manhole to Manhole CIPP Lining for 8" Diameter Mains	FT	\$ 36.00	1762	\$ 63,432.00	89	\$ 3,204.00
B	Manhole to Manhole CIPP Lining for 10" Diameter Mains	FT	\$ 38.00		\$ -	2915	\$ 110,770.00
C	Manhole to Manhole CIPP Lining for 12" Diameter Mains	FT	\$ 39.00	2485	\$ 96,915.00		\$ -
D	Manhole to Manhole CIPP Lining for 15" Diameter Mains	FT	\$ 50.00	3438	\$ 171,900.00		\$ -
E	Manhole to Manhole CIPP Lining for 18" Diameter Mains	FT	\$ 60.00		\$ -		\$ -
F	Manhole to Manhole CIPP Lining for 24" Diameter Mains	FT	\$ 97.00		\$ -		\$ -
Add	Additional Heavy Traffic Control for Main Roads	DAY	\$ 1,000.00	30	\$ 30,000.00	14	\$ 14,000.00
Area Totals					\$ 477,569.50		\$ 168,508.00

CITY OF SWARTZ CREEK REQUIREMENTS FOR POVERTY EXEMPTION

In order to be eligible for the poverty exemption, the claimant must do and meet all of the following requirements on an annual basis:

REQUIREMENTS

1. The applicant *must* own and occupy as a homestead the property for which the exemption is requested. The applicant *must* also produce a valid driver's license or other form of identification showing place of residence.
2. The applicant *must* file a written petition on the form provided by the Swartz Creek City Assessor's Office. It must be received between January 1 of each year and the last scheduled meeting day of the Board of Review for that year. **Note:** The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right to appeal to the Michigan Tax Tribunal.
3. Applicant *must* provide federal and state income tax returns for all persons residing in the homestead including any property tax credit returns and/or State of Benefits Paid from Michigan Department of Social Services or Social Security Administration. These income tax returns may be those filed in the current year or in the immediately preceding year. Any additional information regarding the poverty application must be in writing and attached to the petition form (**Note:** If an applicant is not required to file a federal or state income tax return then they must show proof of income and file the attached affidavit (Form 4988) for all persons residing in the residence who were not required to file federal or state tax returns for the current or preceding tax year..
4. The household assets may not exceed \$10,000, excluding the principle residence. Household assets are listed on the Application for Poverty Exemption Petition. Assets include but are not limited to homes, property, vehicles, etc. **Attach a list of assets and amounts owing for these items.**
5. The applicant must produce a deed, land contract or other evidence of ownership of the property for which an exemption is requested to support the information provided on the Poverty Petition.
6. An applicant must meet the Federal Poverty Income Standards as defined and determined annually by the United States Department of Health and Human Services (attached).

IMPORTANT NOTE: PA390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit SHALL also include an asset level test.

7. The Poverty Exemption applicant must provide additional relevant documentation requested by the Assessor or Board of Review in order to fully investigate an application.
8. Handicapped individuals shall be considered the same as persons age 65 and older.

GUIDELINES FOR GRANTING POVERTY EXEMPTIONS:

The Board of Review can deny or grant a full exemption equal to a 100% reduction in taxable value or a partial exemption equal to a 25% or 50% reduction in taxable value.

Poverty Exemptions must be processed annually. Under no circumstances will a poverty exemption be extended for a subsequent year without renewal of the poverty petition.

APPEAL OF POVERTY EXEMPTIONS TO THE MICHIGAN TAX TRIBUNAL:

A property owner may appeal the March Board of Review's decision on a poverty exemption to the Michigan Tax Tribunal. This appeal must be made by June 30. A property owner may appeal the July Board of Review's decision or December Board of Review's decision to the Michigan Tax Tribunal within 35 days from the date of the decision. The assessor may also appeal a Board of Review's decision on a poverty exemption to the Michigan Tax Tribunal.

B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2023.

MCL 211.7u, which deals with poverty exemptions, was significantly altered by PA 390 of 1994 and was further amended by PA 620 of 2002.

Local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 3 persons **shall not** be set lower than \$23,030 which is the amount shown on the following chart for a family of 3 persons. The income level for a family of 3 persons may be set higher than \$23,030. Following are the federal poverty guidelines for use in setting poverty exemption guidelines for 2023 assessments.

Size of Family Unit	Poverty Guidelines
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For each additional person	\$4,720

Note: MCL 211.7u states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available.

Note: P.A. 135 of 2012 changed the requirements for filing documentation in support of a poverty exemption to allow an affidavit (Treasury Form 4988) to be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year. This does include the owner of the property who is filing for the exemption.

STC Bulletin No. 19 of 2022
 Changes For 2023
 November 15, 2022

Application for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township the property is located in each year on or after January 1.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION — Petitioner must list all required personal information.				
Petitioner's Name			Daytime Phone Number	
Age of Petitioner	Marital Status	Age of Spouse	Number of Legal Dependents	
Property Address of Principal Residence		City	State	ZIP Code
<input type="checkbox"/> Check if applied for Homestead Property Tax Credit		Amount of Homestead Property Tax Credit		
PART 2: REAL ESTATE INFORMATION				
List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.				
Property Parcel Code Number		Name of Mortgage Company		
Unpaid Balance Owed on Principal Residence	Monthly Payment	Length of Time at this Residence		
Property Description				
PART 3: ADDITIONAL PROPERTY INFORMATION				
List information related to any other property owned by you or any member residing in the household.				
<input type="checkbox"/> Check if you own, or are buying, other property. If checked, complete the information below.			Amount of Income Earned from other Property	
1	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid
2	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid

Continue on Page 2

PART 4: EMPLOYMENT INFORMATION — List your current employment information.

Name of Employer			
Address of Employer	City	State	ZIP Code
Contact Person	Employer Telephone Number		

PART 5: INCOME SOURCES

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 6: CHECKING, SAVINGS AND INVESTMENT INFORMATION

List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 7: LIFE INSURANCE — List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 8: MOTOR VEHICLE INFORMATION

All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

Continue on Page 3

PART 9: HOUSEHOLD OCCUPANTS — List all persons living in the household.				
First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 10: PERSONAL DEBT — List all personal debt for all household members.					
Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 11: MONTHLY EXPENSE INFORMATION			
The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.			
Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expense (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

Continue and sign on Page 4

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 11: POLICY AND GUIDELINES ACKNOWLEDGMENT

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 12: CERTIFICATION

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date
--------------	-----------	------

This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 35 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
 PO Box 30232
 Lansing MI 48909

Phone: 517-335-9760
 E-mail: taxtrib@michigan.gov

Poverty Exemption Affidavit

This form is issued under authority of Public Act 206 of 1993; MCL 211.7u.

INSTRUCTIONS: When completed, this document must accompany a taxpayer's Application for Poverty Exemption filed with the supervisor or the board of review of the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u(2)(b) requires proof of eligibility for the exemption be provided to the board of review by supplying copies of federal and state income tax returns for all persons residing in the principal residence, including property tax credit returns, or by filing an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year.

I, _____, swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, I was not required to file a federal or state income tax return.

Address of Principal Residence: _____

Signature of Person Making Affidavit

Date

Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty

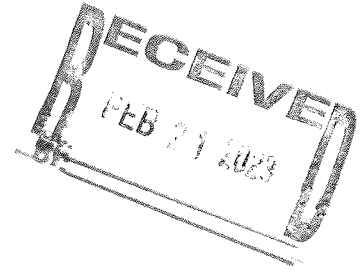
This form is issued under the authority of Public Act 253 of 2020.

This form is to be used to affirm ownership, occupancy, and income status. MCL 211.7u(2) provides that, to be eligible for exemption under this section, a person shall, subject to subsection (6) and (8), annually affirm that the applicant owns and occupies, as a principal residence, the property for which an exemption is requested.

PART 1: OWNER INFORMATION — Enter information for the person owning and occupying the residence.			
Owner Name		Owner Telephone Number	
Mailing Address	City	State	ZIP Code
PART 2: LEGAL DESIGNEE INFORMATION (Complete if applicable.)			
Legal Designee Name		Daytime Telephone Number	
Mailing Address	City	State	ZIP Code
PART 3: HOMESTEAD PROPERTY INFORMATION — Enter information for property in which the exemption is being claimed.			
City or Township (check the appropriate box and enter name) <input type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village		County	
Name of Local School District			
Parcel Identification Number		Year(s) Exemption Previously Granted by Board of Review	
Homestead Property Address	City	State	ZIP Code
PART 4: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)			
<input type="checkbox"/> I own the property in which the exemption is being claimed. <input type="checkbox"/> The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home. <input type="checkbox"/> After establishing initial eligibility for the exemption, my income and asset status has remained unchanged and/or I receive a fixed income solely from public assistance that is not subject to significant annual increases beyond the rate of inflation, such as federal Supplemental Security Income or Social Security disability or retirement benefits.			
PART 5: CERTIFICATION			
I hereby certify to the best of my knowledge that the information provided on this form is true and I am eligible to receive an exemption from property taxes by reason of poverty pursuant to Michigan Compiled Law, Section 211.7u.			
Owner or Legal Designee Name (print)		Signature of Owner or Legal Designee	Date
Designee must attach a letter of authority.			
LOCAL GOVERNMENT USE ONLY (DO NOT WRITE BELOW THIS LINE)			
<input type="checkbox"/> Approved <input type="checkbox"/> Denied (Attach appeal instructions and provide to owner.)		Tax Year(s) exemption will be posted to tax roll	
CERTIFICATION — I certify that, to the best of my knowledge, the information contained in this form is complete and accurate.			
Assessor Signature		Date Certified by Assessor	



February 15, 2023



City Clerk
City of Swartz Creek
8083 Civic Dr.
Swartz Creek, MI 48473

Dear City Clerk:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note the changes below. Impacted customers are being notified through bill message.

On March 28, 2023, NewsNation HD will move from channel 1420 to channel 1116 on Popular TV/Digital Starter, no longer will be available on Entertainment and will be added to Sports & News on channel 1116. NewsNation will no longer be available on Entertainment and will be added to Sports & News; GrioTV HD will move from channel 1116 to channel 1636 on Popular TV/Digital Starter, no longer available on Sports & News and will be added to Entertainment. Requires X1 TV Box or compatible customer owned device. HD Technology Fee required.

Also, on April 11, 2023, INSP and INSP HD will move from Limited Basic/Choice TV to Entertainment and Digital Starter; INSP HD will move from channel 1655 to channel 1431; Great American Family will move from channel 1620 to channel 1461 remaining on Entertainment and Digital Starter; Requires X1 TV Box or compatible customer owned device. HD Technology Fee required to receive HD channels.

Please feel free to contact me at 734-359-2077 if you have any questions.

Sincerely,

Benjamin Miller
Director, External Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911



FY23 MACC Grant Application

Grant Number: 23CP7849

Status: Draft

Type of Application: FY23 Community Partners

Organization Name: CITY OF SWARTZ CREEK

Project Director: Samantha Fountain

Organization Details

Organization Name: CITY OF SWARTZ CREEK

Other Common Name:

IRS Tax ID: 38-6034855

UEI Sam.gov: PELPKJKR8JM8

Organization Status: 08 Government - Municipal

Institution: 28 Historical Society

Discipline: 13 Humanities

Physical Address: 8083 Civic Drive

City: Swartz Creek

State: MI

Zip Code: 48473

Phone: (810) 922-5283

Website: <https://www.cityofswartzcreek.org/>



ADA Information

Americans with Disabilities Act (ADA) Information

Facilities and PROGRAMS accessible to persons with disabilities: Yes

ADA evaluation of your organization's facilities and programs been conducted: Yes

Date Completed: 02/01/2023

Staff and volunteers are trained in the organization's accessibility policies: Yes

Name of 504/ADA Coordinator: Connie Olger

Contact Details

Project Director: Samantha Fountain

Title: Economic and Community Development Director

Address: 8083 Civic Drive

Address 2:

City Swartz Creek

State MI

Zip: 48473

Phone (810) 922-5283

Email sfountain@cityofswartzcreek.org



Project Details

Department: Administration

Request Amount

\$10,000

Start Date: 05/01/2023

End Date: 09/30/2023

Project Description

Enter a description about the project. This description should describe what the organization plans to DO with the grant.

The City of Swartz Creek has a rich and interesting history that is not well known by its residents, or the surrounding communities. Since much of it is held verbally and through unrecorded documents, the City would like to commission a series of interpretative signs that will be placed throughout the city to identify landmarks, people, and stories from the community's history that bring the character of Swartz Creek to life. The grant funds will be used to purchase the signs and creation of the context including the text, photography, and artistic renditions.

Project's Primary Discipline

Multi-disciplinary

Type of Activity

Creation of work of art/commission

Project Primary Counties. Select county or counties.

Genesee



FY23 MACC Grant Application

Expenses

Employee Expenses

Type	Cash	In-Kind	MACC Share
------	------	---------	------------

Non Employee Expenses

Expense	Cash	InKind	MACC Share
Graphic Design	\$1,250	\$0	\$1,250
Commission texts and photographs	\$1,250	\$0	\$1,250
	\$2,500	\$0	\$2,500

Additional Project Expenses

Expense	Cash	In-Kind	MACC Share
---------	------	---------	------------

Other Expenses

Expense	Cash	InKind	MACC Share
Purchase of Signs	\$7,500	\$0	\$7,500
	\$7,500	\$0	\$7,500

Expenses Totals

	Cash	In-Kind	MACC Share
Employee Expenses	\$0	\$0	\$0
Non Employee Costs	\$2,500	\$0	\$2,500
Additional Project Expenses	\$0	\$0	\$0
Other Expenses	\$7,500	\$0	\$7,500
Total Expenses	\$10,000	\$0	\$10,000
Total Project Expenses (Cash + In-Kind)			\$10,000



Revenue

Revenue - Earned

Revenue Earned	Amount
Ticket sales/Admissions	\$0
Tuition	\$0
Contracted Services	\$0
Total Revenue Earned	\$0

Revenue - Unearned (Corporate, Foundation, Private Support)

Corporation Name	Amount
Foundation Name	Amount
Private Support	Amount
Private Donations	\$0
Unearned Corporate, Foundation, Private Support	Amount
Total	\$0

Revenue - Unearned (Government Support - Federal, State, Local)

Federal - Government Support	Amount
State - Government Support	Amount
Local - Government Support	Amount
Swartz Creek Downtown Development Authority	\$5,000
Swartz Creek City Council	\$5,000
	\$10,000
Government Support	Amount
Total	\$10,000

Revenue - Other Unearned Revenue (not listed above)

Other Unearned Revenue (not listed above)	Amount
Other Unearned Revenue (not listed above)	Amount
Total	\$0

Revenue Totals



FY23 MACC Grant Application

	Amount
In-Kind Revenue (added from expenses)	\$0
MACC Grant Request	\$10,000
Total Cash Match	\$10,000
Total Cash Revenue	\$20,000
Total Project Revenue	\$20,000



Narrative/Attachments

Narrative

1. Project Goals

The goal of this project is to share important and noteworthy moments of local history encompassing the [City of Swartz Creek](#) with residents, visitors, tourists, and anyone that is walking through Swartz Creek. Turning historical landmarks, figures, and stories about the community's history into interpretive signs will create an opportunity for largely unknown and in some cases unwritten, history to be curated and preserved by the local historical society in a manner that can be easily shared with public.

This project will utilize a variety of art forms including storytelling, historical preservation and curating, photography, and graphic design that may feature sketching, painting, and digital art creation. These art forms will be used based on what historical imagery already exists, and what descriptions need to have an artist's interpretation in order to create a viewer worthy presentation. Storytelling is one of the most important aspects of this project and will be conveyed through the curated descriptions and imagery.

Maintaining and preserving a community's history is an important aspect of creating a memorable place and identity, not only for the physical location itself, but for the residents of the community as well. Displaying interpretive signs with notable moments of history that tell a story, will have a lasting impact on Swartz Creek's identity and sense of community for generations to come.

The lasting sense of place and community is a direct benefit to Swartz Creek and the entire Genesee County region. Our main partner, [The Swartz Creek Historical Society](#), will benefit from this project by being able to share their work with the community in a very tangible manner that does not currently exist. All contributing partners, collaborators, and artists will receive recognition for their work on the signs through written acknowledgement on the physical signs and will be compensated monetarily.

This project will strengthen Swartz Creek as a unique place that all people can enjoy visiting, time after time. It will enhance the walkable downtown area, add intrigue and learning opportunities to our recreational parks, and other historically notable areas throughout the city. Success will be evaluated by community response and the continuation of this project with future phases, based on individual and organizational requests to see similar signs interpreting the significance of their homes or businesses.

2. Community

This project will be a collaboration between the City of Swartz Creek, [The Swartz Creek Development Authority \(DDA\)](#), the Swartz Creek Historical Society, and local artists. The City of Swartz Creek is the project lead, with assigned staff ensuring the project is completed within

the specified guidelines. The City will be providing 50% of the match required for the grant. Swartz Creek DDA will also be funding 50% of the local match required for this project, and a portion of the interpretive signs will be featured within the DDA boundaries. The Swartz Creek Historical Society will be the lead culture bearer and artistic partner, by helping establish the locations of the proposed signs, and providing the appropriate historical text and imagery when available. David Spillane, the President of the Historical Society, will be the lead culture. The city will utilize local artists for graphic designs that need to be created.

In addition to member of the Swartz Creek Historical Society, City Council, and Downtown Development Authority, community participants for this project include local artists, students, and residents of the community. Once the project is completed, a community tour will be organized to highlight each sign and the story behind it. The participants of the tour will be given the opportunity at the end to provide feedback, and suggestions for the next phase. Community participants for this project will be reached through utilizing the [Downtown Swartz Creek Business and Events](#) social media ran by the Economic and Development Director for Swartz Creek, the local newspaper, word of mouth, and various communications with the school district asking the students and their families to join us.

3. Project Description/ Timeline

If this project is funded by the Community Partners grant, planning will start on May 1st, 2023. Planning will include collaboration with the Swartz Creek Historical Society, requesting quotes for signs, and releasing communications about the need for local artists. Either a request for qualifications or request for interest/information will help the city staff determine which artist or graphics company to utilize.

June will largely be occupied with determining which moments in local history will be told through the interpretive sign project. Staff will also start ordering signs based on the quotes received and research done in May.

The month of July should be the deadline for ordering signs, and starting the commission process with local artists or graphics companies to provide the necessary images and artistic renditions for the signs. The grand unveiling event will start to be planned in full force with all participating organizations.

During the month of August, any remaining items or tasks that have not been completed to ensure the project is complete in September, will be finished. Marketing for the event to build excitement for the unveiling and completion of this project will also be pushed heavily throughout the month.

By the beginning of September, all signs should be in the process of being permanently installed. Tentatively, the grand unveiling tour will be held on Saturday, September 23rd, giving the community a chance to celebrate the completion of the project, and an opportunity to

provide feedback for future phases and installments. All parties and participants that helped throughout this process will be recognized as well.

Key Staff/Cultural Workers/Artists Bios

Key Staff

Two key staff from the City of Swartz Creek will be managing this project. Adam Zettel, the City Manager is in charge of day-to-day operations. He will also act as the main liaison with the Historical Society, City Council, and Downtown Development Authority. Samantha Fountain, the Economic and Community Development Director, will be in charge of grant reporting, marketing, communications, and planning the unveiling tour for the celebration of the completion of the project. The main culture bearer, through the Swartz Creek Historical Society is the President, David Spillane who will be directing the activities from that aspect of the collaboration.

[Adam Zettel](#), is a graduate of Swartz Creek High School and the University of Michigan. He holds BA's in Public Administration and Political Science, as well as an MA in Urban and Regional Planning. He maintains certifications as a Planner (American Institute of Certified Planners), a Michigan Certified Assessing Officer, a S-2 Michigan Water System Distribution Operator, and a Michigan realtor. He has worked across government and the private sector for over twenty-five years, focusing on community development efforts, infrastructure asset management, and capacity building. He is a past President of the Swartz Creek Kiwanis and engaged member of the community. He is also married with two kiddos, who are heavily involved in community dance, sports, and the outdoors. He once played the part of the Grinch during a Christmas parade and tree lighting ceremony, which was amazing.

[Samantha Fountain](#) is uniquely qualified to be a lead on this project for the city. She is a graduate of Swartz Creek High School, and holds a MBA in Public Administration. She has over four years of experience working in economic and community development, was a long time Swartz Creek resident, and served on various Swartz Creek boards and committees, including City Council. Currently, she is the Economic and Community Development Director for both Mundy Township and Swartz Creek, working on a variety of projects. Prior to that, she was the Economic Development Director for the City of Flint, and directed and managed the Flint Community Navigator Pilot Program, a \$1 million grant program through the Small Business Administration that required rigorous reporting for metrics and financial spending. Samantha is married with two children that attend Swartz Creek Community Schools, and are both active in scouting and sports.

Cultural Workers

David Spillane, the President of the Swartz Creek Historical Society is also a Swartz Creek City Councilmember. He is also a lifelong resident of the Swartz Creek community, and graduate of Swartz Creek High School, class of 1977. He is a retired member of the Swartz Creek Area Fire Department (25yrs) served on Parks and Recreation Board,

and served on Swartz Creek Area Fire board. Davis is the President of Swartz Creek Fine Arts Association, and is presently employed (33yrs) with Ascension Genesys Regional Medical Center. He has been involved with other local volunteer groups including Hometown Days, AYSO Soccer, and travel soccer. David is married to his wife Lisa of 38yrs., with 3 grown children, and 3 grandchildren. He enjoys car and mechanics of old cars, northern Michigan, and spending time with family.

CITY OF SWARTZ CREEK

ORDINANCE NO. _____

An ordinance to amend Article IX of the Code of Ordinances by creating a Special Event Curfew for Minors and the penalties for violations thereof.

THE CITY OF SWARTZ CREEK ORDAINS:

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

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

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

1. The presence of unsupervised minors 17 or under at special public events with within the City creates a nuisance and health and safety hazard. Unsupervised minors create disorderly and potentially dangerous circumstances at these events. Due to incidents at special public events prior to the passing of this ordinance the City finds that there is a need to restrict the presence of unsupervised minors at such events as the City Council deems necessary from time to time to preserve the health, safety, and welfare of the public. The provisions of this section shall extend the curfew hours for minors 17 or under during special public events as deemed necessary by the City Council to protect the health, safety, and welfare of the public.
2. During special public events, from the hours of 6:00 p.m. to 6:00 a.m. it shall be unlawful for an unsupervised minor 17 or under to be on designated public places specifically identified in a public notice issued by the City.
3. Any individual found in violation of Section 10-310 is responsible for a Municipal Civil Infraction.
4. A minor 17 or under found in violation of Section 10-310 will be prima facie evidence that the minor's parent or guardian is in violation of Section 10-308 by aiding and abetting the minor in violating the ordinance.
5. The following activities shall be exempt from the curfew requirements of this Section where the minor is:
 - a. Accompanied by his parent, guardian, or any other person 21 years of age or older authorized by a parent as the caretaker for the minor;

- b. In attendance at an official school, religious or other recreational activity sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor, or going to or from such an activity, without any detour or stop, and supervised by adults;
- c. Engaged in a certain employment activity, or going to or from employment, without any detour or stop.

Section 2. Effective Date.

This Ordinance shall take effect 30 days following publication.

At a regular meeting of the City Council of Swartz Creek held on the _____ day of _____, 2023, _____ moved for adoption of the foregoing ordinance and _____ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Olger
City Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. _____ which was enacted by the Swartz Creek City Council at a regular meeting held on the _____ day of _____, 2023.

Connie Olger
City Clerk