

**City of Swartz Creek  
AGENDA**

**Regular Council Meeting, Monday, October 9, 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 September 25, 2023 MOTION Pg. 35
- 5. **APPROVE AGENDA:**
  - 5A. Proposed / Amended Agenda MOTION Pg. 1
- 6. **REPORTS & COMMUNICATIONS:**
  - 6A. City Manager's Report MOTION Pg. 8
  - 6B. Staff Reports & Meeting Minutes Pg. 42
  - 6C. Christmas Parade Permit Pg. 53
  - 6D. Sewer GIS Proposal Pg. 57
  - 6E. Franchise Request Pg. 59
- 7. **MEETING OPENED TO THE PUBLIC:**
  - 7A. General Public Comments
- 8. **COUNCIL BUSINESS:**
  - 8A. Christmas Parade Street Closure Permit RESO Pg. 22
  - 8B. Raceway Update DISCUSSION
  - 8C. Franchise Agreement Proposal RESO Pg. 23
  - 8D. Sewer GIS Proposal RESO Pg. 33
- 9. **MEETING OPENED TO THE PUBLIC:**
- 10. **REMARKS BY COUNCILMEMBERS:**
- 11. **ADJOURNMENT:** MOTION Pg. 34

**Next Month Calendar** *(Public Welcome At All Meetings)*

Downtown Development Authority:	Thursday, October 12, 2023, 6:00 p.m., PDBMB
Fire Board:	Monday, October 16, 2023, 6:00 p.m., Station #2
Park Board:	Tuesday, October 17, 2023, 5:30 p.m. PDBMB
Zoning Board of Appeals:	Wednesday, October 18, 2023, 6:00 p.m., PDBMB
City Council	Monday, October 23, 2023, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, October 25, 2023, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, November 7, 2023, 7:00 p.m., PDBMB
City Council	Monday, November 13, 2023, 7:00 p.m., PDBMB

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

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

## **City of Swartz Creek Values**

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

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

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

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

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

### ***Expect Excellence***

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

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

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

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

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

**CITY OF SWARTZ CREEK**  
**VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS**  
**MONDAY, OCTOBER 9, 2023, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **October 9, 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 provided below. The details include a link to **“Join via computer”** as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

**To join the videoconference:**

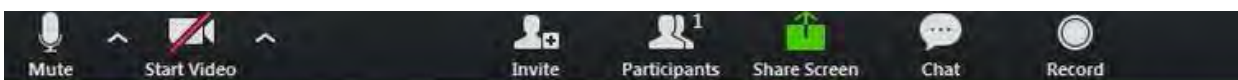
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

**Connie Olger is inviting you to a scheduled Zoom meeting.**

**Topic: Swartz Creek City Council Meeting**

**Time: October 9, 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/j/kz4Jb4etg>**

**If you have any further questions or concerns, please contact 810-429-2766 or email [colger@cityofswartzcreek.org](mailto: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 who reads/moves for a motion may oppose, argue against or vote no on the motion.

## **PUBLIC ADDRESS OF COUNCIL**

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

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.

7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

## **VOTING RECORD OF PUBLIC BODIES**

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

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, October 9, 2023 - 7:00 P.M.

**TO:** *Honorable Mayor, Mayor, Pro-Tem & Council Members*  
**FROM:** Adam Zettel, City Manager  
**DATE:** October 4, 2023

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

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*  
As of now, the city has not received any new tax tribunal appeals.

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

- ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*

The Miller Road rehabilitation work continues. Curb on the north side is complete. Curb work on the south is nearly done as well, with joint work to follow. Once that is complete, the actual surface paving should only take a couple days. The contractor expects to be able to accommodate the October 6 parade and October 7 Jeepers Creekers.

The project is estimated to cost \$1,368,913.42 with current quantities. There will not be any changes to the lane markings or parking for this project.

Note that we do expect some increases to the project scope due to the apparent need to remove and replace more curb on Miller, specifically in the core downtown area.

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

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

Crack filling is complete. We expect road marking to commence at any time.

**Bids for Winchester Village street reconstruction and Winchester Woods are going out this coming week! The USDA and EGLE finally approved the project, so we expect bids to come in for opening on November 8<sup>th</sup>, in time for the November 13<sup>th</sup> meeting!**

Concerning the Morrish overpass, the DPW is taking a closer look at the slope, guardrail, and drainage structures. We have very little capacity to deal with this interstate overpass with our funds. We are looking to ensure it is safe and structurally sound until such time that MDOT addresses the larger issues.

- ✓ **RECONNECTING COMMUNITIES AND NEIGHBORHOODS** *(Update)*

The grant has been submitted. The previous report follows.

There is new federal money available to provide traffic and pedestrian connections to overcome divisions in communities that have resulted from previous changes to the traffic network. In essence, the program seeks to resolve some issues caused by the construction of major highways, roads, rail, etc. This could be something that helps us create a much-



needed pedestrian link over I-69 at Morrish Road. With new retail coming, and the school's Cage Fieldhouse there, it makes sense to connect this to Apple Creek and the rest of downtown to the south.

OHM will be writing a grant for this, but in typical federal fashion, it is only a planning grant at this point. This means that we are going to spend a couple thousand to apply for a grant that that will cover the federal planning requirements for the improvement itself. This plan is estimated to cost \$80,000 and is what the planning grant will cover. Once complete, we can make an application for the improvement grant itself. If this seems like a long and tedious process, it is. However, it may be the best way to address this need.

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

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

Inliner has only four more segments to do. This project should be wrapped up very shortly and included 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). They will also be doing Miller from Paul Fortino to the west city limit of the line.

We are also putting together a more formal five-year city-wide cleaning program. This was 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.

The total cost for 2023 work was \$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.

Note that lining work in 2024 may be reduced in scale due to the large investment made in 2023.

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

See the borrowing section below for information on the continuation of the bonding process.

**Bids for Winchester Village water main are going out this coming week! The USDA and EGLE finally approved the project, so we expect bids to come in for opening on November 8<sup>th</sup>, in time for the November 13<sup>th</sup> meeting!**

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. Note that this could be made substantially worse if the State amends the Social Welfare Act (see below).

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 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)

✓ **WATER SYSTEM MISCELLANEOUS** *(No Change of Status)*

We have paid an invoice to have the county begin work to abandon the 8" Dye Road water main in the vicinity of the rail line (west side of Dye). They will be using their pre-qualified contractor, Waldorf, to perform the work, and I expect them to start at any time. The cost to perform the work is estimated to be \$17,740. We have budgeted for this, and based upon our operating agreements with the county, we should not require any other formalities or resolutions to proceed.

We are working to get the contractor onsite sooner than later, but we cannot force this issue, nor can we directly work on the county lines.

Moving these customers from the west side to the east side will allow the city to abandon the Dye line south of the rail. We think this is a great move to avoid potentially serious issues down the road. This line is a dead end and is prone to breaks, which can be very costly and dangerous near the rail spur. Note that the city will still maintain the water customers, even though they are on the county's intercommunity line. This is a clear long-term win for the city.

The previous report follows.

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.

As presented by the GCDC on April 12, 2022, 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.

✓ **COMMERCIAL METERS AND TRANSPONDERS (Update)**

All equipment is installed. The water tower collector is working and is collecting about 75% of accounts on its own. The Elms tower requires power, but we expect that soon. Staff will be trained on October 24th. See the report from August 11, 2022, for details on this program.

✓ **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. In addition, the association manager reached out about permitted designs and builders for the subdivision. There could be renewed interest in some building. This would finally clear us of the subdivision and put the association in a better position to build membership and dues for their operations.

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

✓ **NEWSLETTER (Update)**

The fall newsletter will be going out soon. Let me know if you have any content.

✓ **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. **(Update)** The **raceway owner affirmed the removal of two out-buildings imminently**. I have a more complete report below.
2. The **reuse of Mary Crapo is becoming a reality**. 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. Their plans are also likely to have an impact on the lane configuration for Ingalls.
3. 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. This work is substantially complete and will be removed from future reports.
4. **Street repair in 2023** is moving forward. Miller Road is underway now. Local street work will be out for bid as fast as possible. Crack filling is done and markings are on the way.
5. The **Brewer Condo Project** first tri-plex is complete and for sale. We can affirm now that two of the three units have sold! The third is apparently under contract for sale. The builder reached out to discuss the future phases. He said there is a lot of interest in the concept and location. However, the lack of a ground floor master bedroom is a non-starter for most buyers. He believes they can redesign the layout to accommodate this need, which might result in the future phases being multi-story duplexes. I indicated that this may be the best path forward. A site plan revision would be necessary.
6. 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. In the meantime, there are three units available in the current

phase. We are beginning the process of inspecting infrastructure for final improvements and the eventual transfer to the city.

7. **(Update)** The **southwest corner of Elms & Miller** is seeing some increased activity. We have a judgement to demolish the building on the corner. We were hoping the owner would proceed on their own, but they have not. We are getting the work lined up.
8. **Park projects** are substantially complete and include both basketball courts and Elm's tennis courts. Paint markings on the Elms basketball courts are done. There is also an opportunity to mark the open area next to these for some use (pickleball, a 2D toddler village, etc.)
9. We have some interest in two **Meijer out lots**, as well as some potential **downtown renovations**. There are no applications or site plans, but I will keep the council informed if anything takes shape.
10. **(Update)** **New Businesses continue to come to town**. There is a Cottage Inn Pizza coming into the same plaza as the Quiznos.
11. **Mundy Megasite/Costco**. By all accounts, Costco will likely be placing a store on Hill Road, by US-23. There is no update regarding the megasite that the MEDC and regional chamber are marketing on Maple Avenue. We have had no official communication from either of these groups on this matter.

✓ **SAFE ROUTES TO SCHOOL (Update)**

The project is substantially complete, and the engineer is working through the final punch list items. Overall, we are quite pleased with the quality of work, project timing, and price (we expect to come in at or below budget).

The fence for Fairchild at the creek has been ordered.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

The Methodist Church project is being heavily marketed. In the meantime, we have affirmed that there is already a restaurant user that has a purchase agreement on the property! This could be great news for the building and the downtown! We met with this individual and the MEDC team. There is a lot of optimism. I believe this will be a slow but steady project, so we should not expect movement in the next year.

There is another downtown property owner that is considering a transformational investment in their property using the RRC architectural services. Time will reveal if this bears fruit. I expect another renovation for an existing building on Miller Road to submit plans for the planning commission in October.

Our community continues to pursue 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 (perhaps as much as \$75,000 if it includes universal design)!

A steering committee has been formed to tackle this project. Initial pricing for an engineered space was very high. We are now working with a community group that consists of a local architect, builder, and staff to see if we can source something more approachable.

The primary option for this is to invest in Holland Square to provide built-in structures for community seating, vending, entertainment, and related activities. There are a couple examples of this already that seem to work well in public spaces. Such a concept would activate Holland Square along Miller Road by providing social interactions, market activities, and some recreation. It would also include lighting, sound systems, and some shade/weather protection.

Parking would be reduced but only minimally. Another Michigan community achieved their funding goal to realize their vision this month!

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

Concerning previously acquired property, the Wade Street property that the city acquired on the corner of Second Street 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.

The site has been cleared of personal property as requested.

✓ **CDBG** *(Update)*

We signed the agreements, which means we can bid the projects during the winter. The previous report follows.

I am looking to do some preliminary cost analysis to run sidewalk down the east sides of Mclain and School to the trail. If this is in the ballpark of \$40,000-\$50,000, we can create a bid specification to complete this work, largely with CDBG funds.

✓ **DISC GOLF** *(No Change of Status)*

Shattered Chains hosted volunteer workdays the weekend of the 19<sup>th</sup>! They got much work done! All 18 baskets and fairways are good to go. The tee pad installation is the next step. The group is very happy with how things are going.

✓ **PAVILION COMMITMENT/GRANTS** *(Update)*

We have an initial commitment from Kildee's office for funds to support the development of Otterburn. We hope to get another \$150,000 from the DNR Recreation Passport Grant, but this is far from secure. There are also some verbal commitments from the BeeMoreLikeJentery group.

I will keep the council informed. Once there is a clear picture of all funds available, we should be able to scale the project to meet a reasonable budget.

✓ **SPEEDING AND TRAFFIC CONTROL** *(No Change of Status)*

Mary Crapo is likely to be used as a sport facility for the school. Initial indications are that the Ingalls Street side of the block MAY be altered to accommodate additional angle parking. This could drastically change the composition of the street. With that in mind, I think it is prudent to wait until this plan is put forth in the coming months so we can plan any markings, speed bumps, or other features in tandem with the school changes. The previous report follows.

Examples for speed humps are in the May 22, 2023, packet. There is not a 'silver bullet' solution for speeding. Instead, we can look to implement various strategies for traffic calming and enforcement that each play a role in moving average traffic speeds to the slower end of the spectrum.

With that said, speed bumps can play a part on certain streets, such as Seymour at Oakview or on Ingalls. We can also continue to look at narrow lanes, on street parking, street trees, radar signs, traffic officers, and pavement stencils. The downside is that there is not currently



a budget set up for this. It may be a worthy idea to test a pilot area, such as Seymour or Ingalls, where multiple strategies are enacted at the same time. The previous report follows.

Metro PD is providing two permanent speed monitoring and feedback signs. These resemble the portable signs, but they are bigger, self-powered, and more stationary. We have selected two city gateways that have some ongoing issues as prime candidates. One is Morrish, south of I-69, southbound. The other is likely to be Elms. We were leaning towards Miller, east of downtown, but the curve and right of way may not be the best.

The DPW is very impressed with these. I inquired to Metro about pricing and if the mobile trailer is available. If our experience is positive and prices reasonable, we may look to budget more as part of our community speed control program.

The idea is to create more awareness and accountability as folks enter the community and enter neighborhoods. We may be able to move or place such signs on Seymour, Ingalls, or other areas if we find they are useful. The previous report follows.

With the surface of so many streets improving, we are fielding more and more speed complaints. Since there is not long standing data on this, it is not clear if drivers are speeding more, people complain more, or standards are getting higher. In any event, we are now getting complaints for Hill Road (2022 resurfacing), as well as streets in Winchester Village. Regardless of the posted speed limits, a smooth road surface has the obvious impact of enabling higher speeds.

In the interest of calming traffic in all neighborhoods, it may be prudent to invest in some measures to create more awareness of speed, in addition to opportunities for great enforcement and physical design considerations. Some obvious markings that we can consider for Ingalls, Hill, and other streets are below. These are relatively inexpensive and can send a strong message, especially around schools. They are also easy to add, whereas design considerations such as narrower lanes can take years and cost much.



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

All but a couple of Frontier's fiber permits are approved. Work on installation has begun in the city and surrounding townships. We are working with them to avoid Miller Road conflicts during construction. 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 the 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** (*Update*)

We are prepared to borrow for both water and street work. I have notified the finance team that we are plan to approve the street and water main projects in November. USDA will provide a 40 year bond for water, and we expect to sell a thirteen year bond for streets. .

✓ **SOLAR SYSTEM MODEL** (*No Change of Status*)

We are continuing to seek funding for the solar system model that was proposed to run between Elms and Otterburn Parks. We officially have a partner with an observatory in Nelson, NZ (they requested metric units for their sign). This will require the purchase and shipping of a sign station to NZ, an expensive endeavor. However, since we are approved to use the MEDC RRC crowdfunding and external grants, we think this is worth it. Who knows, we may even create a Guinness Record for the world's biggest scale model.

Note that we are including wayfinding (directional) signs for this stretch that goes between Elms, Otterburn, and Elms School. This will serve to keep those unfamiliar with the area on track. This requires a new set of proposals from Signs by Crannie.

The previous report follows.

We contrived an interactive scale model of the solar system that could be displayed and described on the new trail. The idea is that the sun would be at the Elms trail head, with Neptune at Otterburn Park. Folks can walk/bike the distance and learn about the solar system, seeing the solar bodies in scale imagery/models.

We have begun preliminary conversations with Nelson, New Zealand to participate. Their community is 8,630 miles away, which reflects the approximate distance to the next closest star.

The park board approved this concept for installation at their May meeting.

✓ **PUBLIC SAFETY ASSESSMENT** (*No Change of Status*)

2023 also completes ten full years of public safety assessment collections! The city will need to revisit the public safety assessment before the end of 2023. The process to do so is as follows.

There must be a City Council resolution approving the SAD and for the administration to gather an estimation of the costs needed for Public Safety and schedule a public hearing to consider the estimate, need for the special assessment, and hear objections. The public hearing notice must be sent by first-class mail to the property's record owner according to the last tax roll reviewed by the City Board of Review at least 10 days prior to the hearing. Publication of the notice must also occur 5 days before the scheduled public hearing in the local newspaper.

If the Council chooses to proceed, I recommend a resolution in October that sets the first public hearing for November. At that meeting, a resolution can designate the boundaries for the SAD and amount of the levy. The Council must hold a second public hearing with the same notice

provisions as the first to confirm the SAD with any additions or corrections for the coming fiscal year.

I suspect that, like the first assessment, this process can occur in late fall. With the assessment and budgets firmly in place and functional for the past decade, it is likely that a renewal of the same boundaries (all city parcels) and same rate (4.9 mils) will suffice.

The previous report follows.

In 2013, the city went through a process to apply a 4.9 mil assessment to all real property in the city for the purpose of collecting revenues to support police and fire operations. This was done at a time when the city was down two full time police officers, provided about 1/5 the current amount of fire apparatus funding, and was still operating a substantial general fund deficit of about \$250,000/annually.

The underlying cause of this pronounced deficiency was the catastrophic collapse of the community's taxable value as a result of the housing crisis and a specific and dramatic reduction in GM's taxable value. Massive reductions in raceway revenue sharing were also impactful.

Note that the presence of GM and the active raceway enabled the city to be one of the lowest, if not the lowest taxing city in the state that did not have a separate income tax at the time. The assessment enabled the city to return to pre-existing service levels for police and fire, a practice that continues to this day. This increase, along with the street tax that passed a few years later, brought the city closer to the middle of the curve for tax effort (see the most recent budget book, which still has Swartz Creek as the third lowest taxing city in the region).

With that said, the assessment makes up about 30% of the city's general fund revenues and is essential to maintaining police and fire services. The city can certainly consider other options, or a combination of options, including service reductions, a voted tax, or a change in prioritization of appropriations (e.g., decrease park spending in favor of public safety). There are costs and benefits to each approach, but this discussion is going to present itself in the coming months.

If there are any general or specific questions that council members have, please let the rest of council and/or myself know.

✓ **BROWN ROAD LAND SALE OPTION** (*No Change of Status*)

The city opted not to pursue the option for the sale of Brown Road. I have relayed this information to the Shiawassee Economic Development Partnership. The director completely understands. While he may wish to pursue a first-right-of-refusal agreement, at this point it seems enough to know that the city is open to marketing the property to a potential user.

In the meantime, they requested to perform wetland delineation of the entire area. I indicated that the city would allow delineation of wetlands on city-owned property if a professional service company was conducting the definition and added the city as an additionally insured party. We have insurance, and they are likely conducting fieldwork.

✓ **CROSS CONNECTION SHUT OFFS** (*No Change of Status*)

There are a number of water connections identified in the city that have devices in the internal plumbing that require independent testing and verification in order to comply with the state requirements for cross connections. At this point, we have many commercial and residential



customers that are out of compliance after two separate notices. The inspector has sent out a service termination notice that gives the customer until December 8<sup>th</sup> to comply. If they do not, they can appear at the December 11, 2023 city council meeting to appeal the decision to terminate service. After that point and depending upon the outcome of any deliberation at the December 11 meeting, the city will be compelled to terminate water service.

This is not something we wish to be pursuing, but the expectations for cross connection are objective and reasonable.

✓ **COMPENSATION COMMISSION** (*Update*)

This group met September 28<sup>th</sup> and made their recommendation on city council compensation. Though not required, they also performed a review and recommended compensation for Zoning Board of Appeals and Board of Review. Their findings are included in their minutes.

As of writing, there is not a meeting scheduled for the Board of Elections, and it appears the election worker pay decision will be completed in early 2024 and not at this time.

The commission will meet one more time in October, probably on the 19<sup>th</sup>, to affirm the decision by approving their minutes. Once that is done, the council wages will be affirmed automatically unless overruled by council. I will have a resolution to affirm ZBA and BOR wages.

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

✓ **MONTHLY REPORTS** (*Update*)

The standard set of monthly reports are included for your enjoyment.

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

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

There was not an October meeting. I have a number of interested parties that have concept or site plans in the works for downtown and the Meijer area. I will be shocked if something does not come in this year. The next regular meeting is scheduled for November 7, 2023.

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

The DDA met on September 14<sup>th</sup>. They appointed new officers, with Todd Beedy being selected as Chair, Autumn Jesme being selected as Vice Chair, and Connie King as the Secretary. They also approved a \$1,000 sponsorship for the Jeepers Creekers event and additional funding for the downtown historic signs.

Their next meeting is scheduled for October 12<sup>th</sup>. As of writing, there is not an agenda.

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

The ZBA held their annual meeting, including Advanced ZBA training, on March 14<sup>th</sup>. They selected incumbent, James Packer, for the chair. They replaced the late Robert Plumb with John Gilbert for the vice chair position. Mr. Ron Smith was selected for another term as secretary. There are no pending variances, appeals, or interpretations.

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

The Park Board met on September 19<sup>th</sup>. They considered the paved open space at Elms Park, that is between the basketball courts and tennis courts. This area has been paved for many years, but it had no dedicated use. With the surface being improved, it appears prudent to activate it to maximize its value to the community. At the meeting, a couple

residents expressed a desire to stripe it for pickleball. Apparently, there are no regulation pickle ball courts available, since the courts that exist in the tennis area have higher and wider nets that do not enable full play.

As such, they advocated for the striping for four courts on the current asphalt. They said that an ideal setup would be to have an east-west net that separates players on the north courts from the south courts. They also felt a fence between the basketball area and pickleball area would further reduce the chance of interference from play. To get things going, the park board decided to apply striping, with the understanding that most players bring their own nets. If budget justifies it, nets and/or fencing could be added in the future.

With the popularity of pickleball so high and so easy to accommodate, they are going to get a report on the viability of putting this use at the former basketball court at Abrams as well. In addition, the Friends of Abrams Park group may also have some ideas for this area.

The park board also requested that the 'no overnight parking' provision be signed and enforced for Abrams parking lots. The DPW will install signs, and staff will request Metro to keep an eye on these areas.

A boulder that used to be a part of the Crapo Farm is being donated by a family that has the rock a few miles to the west, across the county line. Rob is working to relocate the boulder back to the Crapo Farm area so that it could be part of a historical feature that includes interpretive signage. Abrams Park was the chosen location.

Lastly, Samantha is likely going to be working on volunteer recognition in the coming months. She has been actively recruiting people to look after public assets across town. With so many stepping up to help, along with those that have been dedicated to the parks, flowers, and other assets, it is time to start a program to acknowledge their efforts. More to come!

The next meeting is scheduled for October 17th.

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

The July BOR was Tuesday July 18 at 3:00. This session is set aside for Qualified Errors, Disabled Veterans Exemptions and Poverty Exemptions. There were no petitioners. We had a quorum of board members, with the alternate also attending.

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

NOTE: If you are a snowbird and you marked your absentee application to be on the "permanent ballot" list, please be proactive and complete section #4 on your application to give us your location for the Presidential Primary in February/March of 2024.

Our Election Public Accuracy Testing will be held on October 31, 2023 at 10:00am. We will be testing the election equipment in front of the public and all are invited to watch.

We signed up for more Early Voting Training. We look forward to sharing our knowledge with Council and the residents.

We are not allowed to implement early voting for our election this November and have to wait until 2024. I, however, am working one day in Grand Blanc, who has been given permission to test pilot Early Voting for Genesee County. I am excited to start learning the process.

Routine duties include record management, publications, FOIA request, human resources, payroll approval and everything related to elections.

Councilmembers, as always, please remember to check your mailbox.

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

- ❑ DPS continues to GPS water and sewer assets. This will be ongoing for most of the year as we have time available.
- ❑ SRTS trail project is nearing completion. We have completed a walkthrough and are developing a punch list for completion of the project.
- ❑ Miller Road is underway. All concrete work is completed on both the north and south side of the road. The project is moving into the final phase of milling joints, wedging, milling the road profile and final paving. Project is still on schedule.
- ❑ New snow plow truck is in the upfit process at Truck and Trailer.

✓ **TREASURER UPDATE (Update)**

The audit team from Plante & Moran will be meeting with Adam, Amy, and myself to review the draft audit in mid-October. Final reviews are being completed currently by Plante & Moran. I am continuing to work with Amy Nichols in preparation for her assuming the finance and treasury duties. 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)**

Homecoming and Jeepers Creekers make for a busy weekend! I plan on attending the parade Friday and various events on Saturday with my kids. I've also been asked to join the Jeepers Creekers board to help plan events for 2024!

Adam and I met with contacts from the MEDC and the interested restaurateur with the PA on the church properties. The marketing document is finished and looks great. We expect this to be a slow and steady project, when the PA goes through. We are excited to see life come to this church and to have a local owner!

The historical signs are being fabricated and should be installed soon!

Adam and I met with the manager of the Longway Planetarium to tell him about our "Planet Tour" / signs project. They've agreed to help us with factual content for the signs and to multiply our marketing efforts once the crowdfunding campaign is ready. If anyone can think of a catchy name for the "Planet Tour/ Cosmos in the Creek" , let me know. Nothing seems to sound quite right, and I'd like a solid name by the time we're ready to start the patronicity campaign.

I will be attending a meeting next week to discuss Christmas Parade details with the SCAFD and the GFWC (General Federation of Women's Club). I'm hoping we can get the business community involved more to make it an even greater success than usual!

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

✓ **CHRISTMAS PARADE & TREE LIGHTING PERMITS** (*Business Item*)

We have a request from the Swartz Creek Area Fire Fighters Association to conduct the annual Christmas Parade and tree lighting. This year's event will be scheduled for Saturday December 2, 2023. I think we will be limited to a parade and related tree lighting only this year. No groups have shown interest in a winter market.

In 2021, there was use of Holland Square for the entire day (8:00 AM to 10:00 PM). There was a winter market in the square during the day, followed by the tree lighting event after the parade. I played the Grinch...poorly. I am not ever doing that again. I could not see a thing through that mask and nearly tramped a toddler.

As in prior years, the parade is expected to start at 6:00 PM (closure starting after 5pm). The starting point is now the Middle School (Fairchild St). The route then follows Miller east to Morrish Road, where it will pause and remain for the tree lighting event. At this point, Fairchild will open, and Miller (Fairchild to Hayes) will also open. Miller from Hayes to Morrish will remain closed with Holland Square until 7 pm or. This route was started a few years back in order to engage the downtown businesses. It is workable but definitely more stressful to traffic. We may need some flexibility on the exact timing and openings to accommodate the events. Given the desire to expand Christmas offerings in town, it is doable.

✓ **SEWER GIS FIELD DATA UPDATE PROPOSAL** (*Business Item*)

We finally have a proposal to update the GIS fields in our database to include the inspection, repair, and video data that has been collected over the past twenty years. This is a very big project that will combine the most update maps with older data relating to the lining of pipes and subsequent inspections. This information will be crucial to planning future capital investment projects, lining projects, and routine cleaning/inspection.

Inliner has been providing the services over the years and is in the exclusive position to combine these record systems. As part of the proposal, they intend to train us so that we can handle future updates. This is obviously a very sustainable position. I recommend we proceed. It is becoming very difficult to efficiently plan for future activities without this data being stored in one location.

✓ **FRANCHISE AGREEMENT** (*Business Item*)

A franchise agreement is proposed by WOW Internet, TV, and Phone. This is another of a growing list of interested parties that are moving to expand their data offerings in the community. In speaking with the attorney, this entity is proposing to do the same in other communities at this time. The movement is part of a larger movement to add fiber lines and 5G data into communities, in an effort to unify the service for home/business broadband and mobile wireless services.

The attorney has looked over the proposed franchise agreement. It is standard and in conformance with the Metro Telecommunications act of 2006. He recommends approval. The requirement for the community to offer up its right of way under these conditions is mandated by state statute, so there is really not much choice in the matter. On the up side, folks have been desparate to get more telecommunication competition and upgraded wireless service in the community.

In a related note, I have been speaking with the attorney about auditing our franchise agreements, our Metro Act ordinance in Appendix B, as well as our generally applicable ordinances as they relate to right of way use. We need to ensure that we are in the best position

to permit new technology that benefits the community, while protecting the function and appearance of the street right of ways. I will keep the council informed.

✓ **RACEWAY DISCUSSION** (*Business Item*)

I invited the owner to attend the meeting. He indicated that he prefers to communicate with staff as a single point. The message he conveyed follows:

“The two barns I told you would come down, will come down very soon. My main demo contractor is busy for the next month, but I did get two other quotes. I’m trying to get these down ASAP even if it costs a few more dollars. It’s very important to me that I keep my word to you. I told you they are coming down, and they will come down in the weeks ahead. I will update you as soon as I have a definitive date. We will also submit for a permit to do so.

As far as a city council meeting, I’d rather not speak on the matter. I currently do not have the property listed, but am always open to offers. Nothing has changed in that regard since the horse track hopes died in Lansing. You are my main contact and I only feel comfortable relaying any and all information directly to you.

If you have any further questions, I am always a call away. Thanks for your patience.”

**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. As of writing, I am not sure this is going to be worked out.

*Genesee Wind Symphony:* The coming shows are Monday, October 30<sup>th</sup> at 7:30pm at the PAC (this is not a council meeting day). There is also a show on December 11<sup>th</sup> at 7:30pm. This is a council meeting day so we may look to reschedule the meeting for 6:00pm.

**City of Swartz Creek  
RESOLUTIONS**

**Regular Council Meeting, Monday, October 9, 2023, 7:00 P.M.**

**Motion No. 231009-4A**

**MINUTES – SEPTEMBER 25, 2023**

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

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 25, 2023, to be circulated and placed on file.

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

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

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

**Motion No. 231009-5A**

**AGENDA APPROVAL – OCTOBER 9, 2023**

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

**I Move** the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 9, 2023, to be circulated and placed on file.

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

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

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

**Motion No. 231009-6A**

**CITY MANAGER’S REPORT**

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

**I Move** the Swartz Creek City Council accept the City Manager’s Report of October 09, 2023 including reports and communications, to be circulated and placed on file.

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

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

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

**Resolution No. 231009-8A**

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

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

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

**WHEREAS**, the Swartz Creek Area Firefighters Association has submitted an application for such a street closure for the purposes of hosting an annual Christmas parade in downtown Swartz Creek, as well as an application to use Holland Square and the adjacent streets for a Tree Lighting event; and,



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

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Swartz Creek accept the Chief of Police's recommendation and approve the Swartz Creek Area Fire Fighters Association's Street Usage Application to hold an annual Christmas Parade on Saturday, December 2, 2023 from 6:00 PM to 8:00 PM (Fairchild, Miller from Fairchild to Morrish), route, stipulations and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Chief of Police.

**BE IT FURTHER RESOLVED THAT** the City of Swartz Creek City Council hereby approves the Swartz Creek Area Fire Fighters Association's Municipal Property Reservation request to hold an annual tree lighting event for Holland Square and Holland Drive on Saturday, December 2, 2023 from 6:00 PM to 8:00 PM, with lot closure and conditions as set forth in the application packet, a copy of which is attached hereto, under the direction and control of the office of the Director of Public and Community Services.

**BE IT FURTHER RESOLVED THAT** the City of Swartz Creek City Council hereby authorizes and directs the Mayor to ensure quality weather, not too hot or too cold, with just the right amount of seasonal snow, for said events.

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

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

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

**Resolution No. 231009-8C**

**RESOLUTION ADOPTING AN ORDINANCE TO ENTER INTO A UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT**

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

An Ordinance authorizing a Uniform Video Service Local Franchise Agreement, UNIFORM VIDEO, pursuant to 2006 PA 480, MCL 484.3301 *et seq.* (the "Act") by and between the City of Swartz Creek, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW! Internet, TV & Phone.

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Addition of Article IX to Appendix B of the Ordinance**

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT**

**I. Definitions**

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.

- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under Section 3 of the Act (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the



- distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
  - G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
    - i. Including but not limited to: MCL 445.902; MCL 445.903(1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through(jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
  - H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
  - I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
  - J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right- of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
  - K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
  - L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
  - M. The Provider provides an exact description of the video service area footprint to be served, pursuant to Section 2(3)(e) of the Act. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) of the Act must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
  - N. The Provider is required to pay the Provider fees pursuant to Section 6 of the Act.

### III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low- income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
  - i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within .1.§. business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under Section 3(3) of the Act, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
  - i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.

- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
  - i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.
- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by Section 9 of the Act.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

#### V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to Section 3(3) of the Act, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under Section 3(7) of the Act.

#### VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.

- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.

1. Gross revenues shall include all of the following:

- i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
- ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
- iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
- iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
- v. All revenue derived from compensation arrangements for advertising to the local franchise area.
- vi. Any advertising commissions paid to an affiliated third party for video service advertising.

2. Gross revenues do not include any of the following:

- i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
- ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
- v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
- vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
- vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
- viii. Sales of capital assets or surplus equipment.
- ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
- x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.

- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.

- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under Section 6(1) of the Act for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act), 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the METRO Act. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the METRO Act.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(1) of the Act, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the effective date of the Act or as provided under Section 4(14) of the Act.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to Section 4(1) of the Act or an agreement under Section 13 of the Act to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or



specified in the agreement entered into under Section 13 of the Act. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.

G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount   ) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is       % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is 2% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under Section 6(8) of the Act, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under Section 6 of the Act to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under Section 6 of the Act, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under Section 9 of the Act, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
 "[insert PROVIDER'S NAME] [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under Section 14 of the Act,

and the Franchising Entity and Provider may be subjected to the dispute process as described in Section 10 of the Act.

- C. Each Provider shall annually notify its customers of the dispute resolution process required under Section 10 of the Act. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under Section 10(5) of the Act, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in Section 10(2) of the Act.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in Section 10(5) of the Act.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in Section 10(6) of the Act.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by Section 2(3)(l) in the Act.

#### XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:



City of Swartz Creek:

8083 Civic Drive  
Swartz Creek, MI 48473

Attn: City Clerk

Fax No.: 810-635-2887

WideOpenWest Mid Michigan, LLC  
380 Wright Industrial Parkway  
Pottersville, MI 48876

Attn: Michael Healy

Fax No.: 517-543-8057

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

Section 2. Effective date.

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

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

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

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

**Resolution No. 231009-8D**

**RESOLUTION TO ACCEPT A PROPOSAL TO UPDATE EXISTING GIS FILES WITH EXISTING MAINTENANCE DATA AND VIDEO**

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

**WHEREAS**, owns, operates, and maintains a system of sewer collection pipes, manholes, and lift stations to collect sanitary sewage effluent for transportation to the county interceptor; and,

**WHEREAS**, the composition of sewer collectors is a mix of clay and plastic lines, which require regular inspection, cleaning, and maintenance, including lining; and,

**WHEREAS**, the city has invested substantially to line much of the older clay lines in the community, as well as to inspect and document the condition of said lines; and,

**WHEREAS**, this information is crucial to making future decisions about inspections, cleaning, and lining, both as specific needs present themselves and as it relates to an annualized program of routine care; and,

**WHEREAS**, the city has a comprehensive digital map and database of sewer assets in a Geographic Information System, however, the corresponding database does not yet include past investments and inspection results; and,

**WHEREAS**, Inliner Solutions, the city's primary sewer maintenance company, has offered to combine the existing data with the GIS system, as well as to train staff to carry out this function in the future.

**NOW THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council hereby approves the proposal dated September 26, 2023 in the amount of \$21,500, to be appropriated to the sewer fund, to complete this work and further authorizes and directs the Mayor to sign the proposal on behalf of the city.

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

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

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

**Motion No. 231009-11A**

**ADJOURN**

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

**I Move** the Swartz Creek City Council adjourn the regular council meeting of October 9, 2023.

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

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

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

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 09/25/2023**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Clerk Designee Renee Kraft.

Others Present: Metro PD Chief Bade

Others Virtually Attended: Linda Davis-Kirksey, Lania Rocha.

**APPROVAL OF MINUTES**

**Resolution No. 230925-01** **(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 September 11, 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. 230925-02** **(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Agenda as printed for the Regular Council Meeting of September 25, 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. 230925-03**

**(Carried)**

Motion by Councilmember Henry  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager’s Report of September 25, 2023, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

**MEETING OPENED TO THE PUBLIC:**

None.

**COUNCIL BUSINESS:**

**RESOLUTION TO AUTHORIZE AN INCREASE TO THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES RECREATION PASSPORT GRANT MATCH.**

**Resolution No. 230925-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Gilbert

**WHEREAS**, the City of Swartz Creek approved the submission of an application titled, “Otterburn Park Improvements” to the Recreation Passport grant program for pavilion construction and related site improvements at Otterburn Park; and,

**WHEREAS**, the City of Swartz Creek made an initial financial commitment to the \$170,000 project in the amount of \$42,500 matching funds; and,

**WHEREAS**, the overall project scope, including contributions from Congressional Designated Spending, includes additional features at a budget of \$865,860; and,

**WHEREAS**, the first round review of the application by the Department of Natural Resources encourages adding project components that are included in the overall project, but were not included in the initial DNR grant application; and,

**WHEREAS**, including those components, such as benches and sign, increase the cost of the DNR project, necessitating an increase in the local match; and,

**WHEREAS**, the construction of a pavilion at Otterburn Park is included in the city's capital improvement program, as part of a multi-phase Otterburn Park plan.

**NOW THEREFORE, BE IT RESOLVED** that the Swartz Creek City Council hereby authorizes amendment of the Otterburn Park Improvements Recreation Passport grant Application for \$150,000, and further resolves to make available a local match through financial commitment and donation(s) of \$61,800 (29.2%) of the total \$211,800 project cost.

Discussion Ensued.

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

**RESOLUTION TO APPROVE A PARADE PERMIT FOR THE SWARTZ CREEK COMMUNITY SCHOOLS HOMECOMING PARADE ON OCTOBER 6, 2023**

**Resolution No. 230925-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Hicks

**WHEREAS**, the City of Swartz Creek owns, operates, and maintains a network of major and local streets; and City Council Packet 26 September 25, 2023

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

**WHEREAS**, the Swartz Creek Community Schools seeks a street closure permit for the annual Homecoming Parade, to commence at 5:00 p.m. on Friday, October 6, 2023; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City of Swartz Creek approves the application of the Swartz Creek Community Schools to conduct their annual High School Homecoming Parade on Friday, October 6, 2023 from 4:45 pm to 6:30 pm. Parade route as follows:

Crapo/Maple, Eastbound to Morrish  
Morrish, Northbound to Miller  
Miller, Westbound to Fairchild  
Fairchild, Southbound to Middle School

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

Discussion Ensued.

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

## **RESOLUTION TO ESTABLISH AN EARLY VOTING PRECINCT AND LOCATION.**

**Resolution No. 230925-06**

**(Carried)**

Motion by Councilmember Gilbert.  
Second by Councilmember Hicks.

**WHEREAS**, the voters in the State of Michigan, on November 8, 2022, approved the passage of Proposal 22-2, which in part, entitles registered voters to vote in every State and Federal election in person at an early voting site prior to election day; and

**WHEREAS**, Proposal 22-2 requires that Early Voting site must be open for nine (9) consecutive days beginning on the second Saturday before the election and ending on the Sunday before the election, for at least eight hours each day; and

**WHEREAS**, the Secretary of State requires that all early voting dates and times be posted forty-five (45) days prior to every election; and

**WHEREAS**, the City Clerk recommends that the Early Voting Precinct for all City of Swartz Creek registered voters be held at the City Office Council Chambers located at 8083 Civic Drive, Swartz Creek, MI 48473, as it meets all polling place requirements set forth in Proposal 22-2.

### **NOW THEREFORE BE IT RESOLVED**

1. The City of Swartz Creek Early Voting Precinct is established and will be located at the City Offices Council Chambers, 8083 Civic Drive, Swartz Creek, Michigan 48473, for registered voters in the City of Swartz Creek;
2. The Early Voting Precinct for State and Federal Elections will be open for nine (9) consecutive days beginning the second Saturday before election day

through the Sunday before election day during the hours of 8:00 a.m. to 4:00 p.m. or as posted before each election.

3. The City Clerk shall post all early voting dates and times as well as the location of the Early Voting Precinct at least forty-five (45) days prior to every election.
4. Authorize the City clerk to exercise all authority and independent judgement that is reasonably necessary to conduct early voting in accordance with these principles and all legal/administrative requirements.

Discussion Ensued.

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

## **RESOLUTION TO APPROVE FENCE INSTALLATION ALONG THE SAFE ROUTES TO SCHOOL TRAIL**

**Resolution No. 230925-07**

**(Carried)**

Motion by Councilmember Spillane.  
Second by Councilmember Hicks.

**WHEREAS**, the City of Swartz Creek is in the process of finalizing the construction of the Safe Routes to School trail project, which traverses property owned by Swartz Creek Community Schools; and

**WHEREAS**, said school property is adjacent to private property that is unique in its proximity and close distance to the trail; and

**WHEREAS**, said property owner, school staff, and the city acknowledge that use and reasonable enjoyment of the property is compromised; and

**WHEREAS**, the city, the private property owner, and the school all desire to enable trail use in a way that is safe for users and reduces liability for all parties; and

**WHEREAS**, fence construction by the city has been found to be the most effective and efficient way to accomplish this objective; and

**WHEREAS**, Michigan Fence Co. has proposed to install a screening fence for \$8,298; and

**WHEREAS**, timing and quality of the installation are of the essence, and the city believes the economic interests of the city are best served proceeding with this negotiated proposal to see the work completed under Sec. 2-402 of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED**, the Swartz Creek City Council hereby approves the proposal submitted by Michigan Fence Company, Inc in the amount of \$8,298, dated September 19, 2023.

Discussion Ensued.

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

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY COUNCILMEMBERS:**

Mayor Pro Tem Hicks noted the National Day of Service date of September 30, 2023 from 10:00am – 2:00pm at the Methodist Church if anyone would like to donate food. She stated they did a good job marking Miller Road during construction. She noted that the Morrish Road bridge overpass looks bad. Mr. Zettel noted that Swartz Creek cannot afford to repair the bridge as it should be done, so we will have to keep it safe and functional until the State comes in to repair it.

Councilmember Spillane asked about the gate at Elms. Mr. Zettel responded that one of the teachers said the trail gets a lot of use, but other people sometimes use it during school hours. They have asked for a gate with a lock for use during school hours. Councilmember Spillane also questioned internet service contracts and election reimbursements.

Councilmember Knickerbocker mentioned the Bee More Jentery fundraiser will be on October 7 at 4:00pm.

Councilmember Gilbert asked if there would be concrete put around the manholes on Grove Street. Mr. Zettel responded affirmatively.

Councilmember Krueger discussed the 5G mini cells. A reduction in rent was granted for the major towers, so do they need the mini cells in Swartz Creek? Mr. Zettel responded that the major towers cannot be used – they need the mini cells.

**ADJOURNMENT**

**Resolution No. 230925-08**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Henry



**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:48 p.m.

Unanimous Voice Vote.

*Renee Kraft, CMC, MiPMC*

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**David A. Krueger, Mayor**

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**Renee Kraft, CMC, MiPMC, City Clerk**

**Public Works**  
**Monthly Work Orders**

10/02/23

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
23-000034	SE20-005170-0000-05	MCFARLANE GROUP REAL ESTATE 5170 SEYMOUR RD	09/18/23	WATER QUALITY
23-000045 COMPLETED	BR10-005024-0000-01	GARDNER, RODNEY 5024 BRADY ST	09/04/23 09/04/23	WATER LEAK
BXRP23-0226 COMPLETED	LU10-009141-0000-01	DIEGEL, DONALD 9141 LUEA LN	09/05/23 09/05/23	CURB BOX REPAIR
BXRP23-0227	CH30-007550-0000-10	TALSMA, DENISE 7550 CHURCH ST	09/28/23	CURB BOX REPAIR
CKME23-0522 COMPLETED	CC10-007358-0000-02	GRIMES, ELBERT 7358 CROSS CREEK DR	09/08/23 09/11/23	CHECK METER
CKME23-0523 COMPLETED	EL10-003415-0000-02	KIA, MICHAEL 3415 ELMS RD	09/20/23 09/20/23	CHECK METER
DRAN23-0101 COMPLETED	NO10-009111-0000-01	TANNER, JACK 9111 NORBURY DR	09/12/23 09/12/23	STORM DRAINS
FLAG23-0252	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/09/23 09/11/23	LOWER/RAISE FLAG
FLAG23-0253 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/11/23 09/12/23	LOWER/RAISE FLAG
FNRD23-2274 COMPLETED	WI10-005288-0000-02	JMZ PROPERTIES, LLC 5288 WINSHALL DR	09/05/23 09/05/23	FINAL READ
FNRD23-2275 COMPLETED	CC10-007358-0000-01	BEEBE, DORIS 7358 CROSS CREEK DR	09/05/23 09/05/23	FINAL READ
FNRD23-2276 COMPLETED	CA10-008366-0000-06	STINNETT, NIGEL JR. 8366 CAPPY LN	09/05/23 09/05/23	FINAL READ
FNRD23-2277 COMPLETED	AL10-004246-0000-01	WOODSIDE BUILDERS 4246 ALEX MARIN DR	09/06/23 09/06/23	FINAL READ
FNRD23-2278 COMPLETED	WI10-005304-0000-08	CALDWELL, CHRISTINA 5304 WINSHALL DR	09/06/23 09/06/23	FINAL READ
FNRD23-2279 COMPLETED	DA10-005157-0000-04	LAWRENCE, ERIC 5157 DAVAL DR	09/06/23 09/06/23	FINAL READ
FNRD23-2280	SP10-004413-0000-01	OLIVER, SHIRLEY 4413 SPRINGBROOK DR	09/11/23	FINAL READ
FNRD23-2281 COMPLETED	CH20-008487-0000-02	OVERLEY, WENDI 8487 CHESTERFIELD DR	09/07/23 09/07/23	FINAL READ
FNRD23-2282 COMPLETED	MC10-005044-0000-06	BOLTON, PATRICIA 5044 MC LAIN ST	09/07/23 09/07/23	FINAL READ
FNRD23-2283 COMPLETED	PA10-007040-0000-01	LORD, CATHY 7040 PARK RIDGE PKY	09/14/23 09/14/23	FINAL READ
FNRD23-2284 COMPLETED	DO10-005374-0000-05	TORRENCE, ALEISHA 5374 DON SHENK DR	09/22/23 09/22/23	FINAL READ

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
FNRD23-2285 COMPLETED	FA10-005111-0000-21	OBERT, RYAN 5111 FAIRCHILD ST	09/25/23 09/25/23	FINAL READ
FNRD23-2286 COMPLETED	CE10-009269-0000-07	O'BOYLE, EMILY 9269 CEDAR CREEK CT	09/27/23 09/27/23	FINAL READ
GARB23-0013 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/14/23 09/14/23	PICK UP GARBAGE
INSP23-000049	WI10-005310-0000-02	VIEAU, JANIS 5310 WINSHALL DR	09/12/23	TREE INSPECTION
IRR11000015 COMPLETED	FO20-008059-SPRI-00	VETERAN'S MEMORIAL 8059 PAUL FORTINO DR	09/21/23 09/21/23	IRRIGATION METER
LNDS23-0178 COMPLETED	MI10-005301-0000-04	KETT, LINDA 5301 MILLER RD	09/05/23 09/05/23	LANDSCAPING
LNDS23-0179	MO10-005052-0000-02	MCGRAIL, JENNIFER 5052 MORRISH RD	09/29/23	LANDSCAPING
MTRP23-0707 COMPLETED	NO10-009160-0000-06	WITTER, SARA 9160 NORBURY DR	09/20/23 09/20/23	METER REPAIR
MTRP23-0708 COMPLETED	MP10-007264-0000-01	PYLES, JACK 7264 MAPLECREST CIR	09/22/23 09/22/23	METER REPAIR
MTRP23-0709 COMPLETED	MI10-008277-0000-02	LAMBARIA-GALLARDO, SYLVIA 8277 MILLER RD	09/20/23 09/20/23	METER REPAIR
MTRP23-0710 COMPLETED	FO10-005006-0000-06	BELVILLE, GABRIEL M 5006 FORD ST	09/20/23 09/20/23	METER REPAIR
MTRP23-0711 COMPLETED	ET10-009270-0000-01	OXLEY, ROSE 9270 ETON CT	09/22/23 09/22/23	METER REPAIR
MTRP23-0712 COMPLETED	BR20-006179-0000-01	ABOUSAMRA, YOUSSEF 6179 BRISTOL RD	09/22/23 09/22/23	METER REPAIR
MTRP23-0713	DY10-003462-0000-02	MTA 3462 DYE RD	09/21/23	METER REPAIR
MTRP23-0714 COMPLETED	MI10-007030-0000-02	THE EVOLUTION CO. II, LLC 7030 MILLER RD	09/26/23 09/26/23	METER REPAIR
READ23-1023 COMPLETED	CC10-007358-0000-01	BEEBE, DORIS 7358 CROSS CREEK DR	09/07/23 09/07/23	READ METER
READ23-1024 COMPLETED	CR10-008261-0000-01	HUT-SWARTZ CREEK SCHOOLS 8261 CRAPO ST	09/19/23 09/19/23	READ METER
READ23-1025 COMPLETED	EL10-003415-0000-01	KARABACZ, DONALD P 3415 ELMS RD	09/19/23 09/19/23	READ METER
READ23-1026 COMPLETED	FO10-005006-0000-06	BELVILLE, GABRIEL M 5006 FORD ST	09/19/23 09/19/23	READ METER
READ23-1027	HI20-004193-0000-02	VERHELST, WILLIAM 4193 HICKORY LN	09/19/23	READ METER
READ23-1028 COMPLETED	JII10-009243-0000-01	BARRY, BENJAMIN 9243 JILL MARIE LN	09/19/23 09/19/23	READ METER
READ23-1029	MP10-007264-0000-01	PYLES, JACK	09/19/23	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		7264 MAPLECREST CIR	09/20/23	
READ23-1030	MI10-007030-0000-02	THE EVOLUTION CO. II, LLC	09/19/23	READ METER
COMPLETED		7030 MILLER RD	09/20/23	
READ23-1031	MO10-005152-B105-01	RIVERSIDE MANOR TOWNHOUSES	09/19/23	READ METER
COMPLETED		5152 MORRISH # B105 RD	09/20/23	
READ23-1032	FO10-005006-0000-06	BELVILLE, GABRIEL M	09/20/23	READ METER
		5006 FORD ST		
STRT23-0157	BR10-005031-0000-06	FOX, COHLE	09/11/23	STREET REPAIR
COMPLETED		5031 BRADY ST	09/11/23	
STRT23-0158	BI10-005175-0000-04	WARNER, KELSEY	09/27/23	STREET REPAIR
		5175 BIRCHCREST DR		
WMBK23-0131	BR10-005031-0000-06	FOX, COHLE	09/02/23	WATER MAIN BREAK
COMPLETED		5031 BRADY ST	09/04/23	
WMBK23-0132	CH30-007550-0000-10	TALSMA, DENISE	09/27/23	WATER MAIN BREAK
COMPLETED		7550 CHURCH ST	09/27/23	
WOFF23-2681	WI10-005336-0000-01	MOORE, LLOYD	09/19/23	WATER TURN OFF
COMPLETED		5336 WINSHALL DR	09/19/23	
WOFF23-2682	BI10-005176-0000-02	KERR, ANDREA	09/25/23	WATER TURN OFF
COMPLETED		5176 BIRCHCREST DR	09/25/23	
WTON23-1620	MI10-005323-0000-02	GENESEE COUNTY LAND BANK AUT	09/19/23	WATER TURN ON
COMPLETED		5323 MILLER RD	09/19/23	
WTON23-1621	WI10-005336-0000-01	MOORE, LLOYD	09/22/23	WATER TURN ON
COMPLETED		5336 WINSHALL DR	09/22/23	
WTON23-1622	GR20-007488-0000-08	DMZ PROPERTIES LLC	09/25/23	WATER TURN ON
COMPLETED		7488 GROVE ST	09/25/23	
WTON23-1623	MA20-008041-0000-06	TAYRAL LLC	09/26/23	WATER TURN ON
COMPLETED		8041 MAPLE ST	09/28/23	
WTON23-1624	BI10-005176-0000-02	KERR, ANDREA	09/25/23	WATER TURN ON
COMPLETED		5176 BIRCHCREST DR	09/25/23	

Total Records: 56

Report Generated: 10/2/2023 8:53 AM

Report Options: Scheduled From: 9/1/2023 To: 9/30/2023

September 2023	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#7-15 4WD P/U gas	50602	50602	0	46.2	
#2-08 4WD P/U gas	77248	77248	0	56.1	
#7-22 4 WD P/U gas	7210	7210	0	59.7	
#12-02 DUMP diesel	35469	35469	0		
#21 WOOD CHIPPER diesel			0		25
#9-07 STREET SWEEPER diesel	19363	19363	0		35
#5-18 KUBOTA (hours)	937	937	0	4.3	
#1-20 4WD P/U diesel	5829	5829	0		24.5
#3-08 4WD P/U gas	85603	85603	0	50.4	
#10-18 4WD P/U diesel	33124	33124	0		51.5
#8-22 CASE BACKHOE			0		
#6-16 2WD P/U gas	86079	86079	0		
#6-00 BACKHOE diesel			0		
#1-22 DUMP	5309	5309			77
#12-04 DUMP diesel	41692	41692	0		
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					
#9-22 PATCHER					
#37 TRAIL ARROW					
#10-15 GEN gas					
gas can					
TOTAL				216.7 429.7	213

# City of Swartz Creek Building Permit List 2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
<b>Building</b>								
PB2300059	09/01/23	Sharp Construction LLC	(616) 222 0850	58-30-651-018	\$19,374	\$100.00 3482 CANTERBURY ST	48473-Roofing	
PB2300061	09/19/23	Motor City Builders Inc.	(810) 210 5848	58-02-503-088	\$32,250	\$332.00 5127 WINSHALL DR	48473-Res Add/Alter/Repair	
PB2300062	09/11/23	DOMESTIC REAL ESTATE II		58-36-552-003	\$50,000	\$435.00 4505 MORRISH RD	48473-Res Add/Alter/Repair	
PB2300063	09/12/23	Bedrock Building, Inc.	(810) 691 0808	58-02-501-055	\$0	\$100.00 8511 CHESTERFIELD DR	48473-Roofing	
PB2300064	09/14/23	THIELL, REBECCA	8105776943	58-31-501-002	\$0	\$25.00 4061 ELMS RD	48473-Fence	
<b>Total:</b>		<b>5 Permits</b>	<b>Value: \$101,624</b>		<b>Fee Total:</b>	<b>\$992.00</b>	Total Number of Dwelling Units	<b>0</b>

<b>Electrical</b>								
PE2300039	09/06/23	LJ Inc.	(810) 644 7769	58-36-651-187	\$0	\$144.00 5901 CROSSCREEK DR	48473-Electrical	
PE2300040	09/11/23	DOMESTIC REAL ESTATE II		58-36-552-003	\$0	\$275.00 4505 MORRISH RD	48473-Electrical	
PE2300041	09/17/23	Propel Tech & Electric	(248) 422 9143	58-01-501-014	\$0	\$305.00 4534 RAUBINGER RD	48473 Electrical	
PE2300042	09/27/23	Weber Electric	(810) 629 7034	58-02-503-088	\$0	\$222.00 5127 WINSHALL DR	48473-Electrical	
<b>Total:</b>		<b>4 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$946.00</b>	Total Number of Dwelling Units	<b>0</b>

<b>Mechanical</b>								
PM230044	09/06/23	LJ Inc.	(810) 644 7769	58-36-651-187	\$0	\$160.00 5901 CROSSCREEK DR	48473-Mechanical	
PM230045	09/11/23	Goyette Mechanical	(810) 742 8530	58-02-100-009	\$0	\$230.00 8603 MILLER RD	48473-Mechanical	
PM230046	09/12/23	BB Service Technician LLC	(810) 348 7255	58-36-676-096	\$0	\$340.00 4265 ALEX MARIN DR	48473 Mechanical	
PM230047	09/28/23	Unlimited Heating and Air LLC	(517) 404 9638	58-02-503-088	\$0	\$230.00 5127 WINSHALL DR	48473-Mechanical	
<b>Total:</b>		<b>4 Permits</b>	<b>Value: \$0</b>		<b>Fee Total:</b>	<b>\$960.00</b>	Total Number of Dwelling Units	<b>0</b>

# City of Swartz Creek Building Permit List 2023

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Plumbing</b>							
PP230018	09/06/23	Premier Plumbing	(517) 223 4360	58-02-100-009	\$0	\$296.00	8603 MILLER RD 48473-Plumbing
PP230020	09/11/23	DOMESTIC REAL ESTATE II		58-36-552-003	\$0	\$275.00	4505 MORRISH RD 48473-Plumbing
PP230021	09/20/23	Jeffers Plumbing Solutions Inc.	(810) 433 4949	58-36-676-096	\$0	\$405.00	4265 ALEX MARIN DR 48473 Plumbing
PP230022	09/25/23	Lucas L White	(989) 239 1523	58-02-503-088	\$0	\$213.00	5127 WINSHALL DR 48473-Plumbing

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**Total: 4 Permits Value: \$0 Fee Total: \$1,189.00** Total Number of Dwelling Units 0

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**Zoning**

PZ23-0006	09/11/23	TWA Construction	(989) 288 0821	58-03-533-106	\$0	\$25.00	5381 GREENLEAF DR 48473-Fence
PZ23-0013	09/13/23	Justice Fence	(269) 964 1596	58-35-200-007	\$0	\$25.00	4140 MORRISH RD 48473-Fence
PZ23-0019	09/25/23	SHUMAKER, ROGER JR & D	8108458235	58-02-200-022	\$2,070	\$25.00	5144 MORRISH RD 48473-Fence
PZ23-0022	09/06/23	HAUCH, KATHRYN	8106918574	58-02-503-011	\$1,500	\$25.00	5202 DON SHENK DR 48473-Fence
PZ23-0023	09/07/23	Justice Fence	(269) 964 1596	58-02-503-010	\$1,313	\$25.00	5208 DON SHENK DR 48473-Fence
PZ23-0024	09/13/23	D&D Development	(810) 728 4252	58-02-501-069	\$2,600	\$25.00	5072 WINSTON DR 48473-Fence

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**Total: 6 Permits Value: \$7,483 Fee Total: \$150.00** Total Number of Dwelling Units 0

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**Permit Total: 23 Value: \$109,107 Fee Total: \$4,237.00**



# City of Swartz Creek Building Permit List 2023

<b>Permit No.</b>	<b>Date</b>	<b>Applicant</b>	<b>Phone</b>	<b>Tax ID No.</b>	<b>Value of Const/Permit Fee</b>	<b>Location</b>	<b>Type of Construction</b>
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Permit.DateIssued Between 9/1/2023 12:00:00 AM AND 9/30/2023 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
7493 MILLER RD	58-01-501-001	Status	09/05/2023	09/12/2023	Partially Complied
6159 BRISTOL RD	58-31-526-012	Final	09/05/2023	09/05/2023	Approved
3482 CANTERBURY ST	58-30-651-018	Final	09/05/2023	09/05/2023	Approved
7538 MILLER RD 2	58-36-300-021	Initial	09/05/2023	09/05/2023	Violation(s)
8041 MAPLE ST	58-02-530-012	Status	09/07/2023	09/07/2023	Complied
7512 GROVE ST	58-01-100-019	Ordinance	09/12/2023	09/12/2023	Complied
5381 GREENLEAF DR	58-03-533-106	Final Zoning	09/12/2023	09/12/2023	Approved
5184 DAVAL DR	58-02-501-006	Final-Front Porch &	09/12/2023	09/12/2023	Approved
8511 CHESTERFIELD DR	58-02-501-055	Progress	09/13/2023	09/13/2023	Approved
8486 MILLER RD	58-35-551-006	Status	09/14/2023	09/14/2023	Complied
4265 ALEX MARIN DR	58-36-676-096	Rough	09/14/2023	09/14/2023	Disapproved
7538 MILLER RD 3	58-36-300-021	Reinspection	09/14/2023		
7524 MILLER RD	58-36-300-019	Initial	09/14/2023	09/14/2023	Violation(s)
5181 MORRISH RD	58-01-100-007	Final	09/19/2023	09/19/2023	Approved
8512 MILLER RD	58-35-551-007	Final	09/19/2023	09/19/2023	Disapproved
4265 ALEX MARIN DR	58-36-676-096	Rough-Reinspection	09/19/2023	09/19/2023	Approved
8129 INGALLS ST 1	58-02-200-005	Initial	09/19/2023	09/20/2023	Complied
8129 INGALLS ST 2	58-02-200-005	Follow Up	09/19/2023	09/20/2023	Partially Complied
8512 MILLER RD	58-35-551-007	Final	09/20/2023	09/20/2023	Approved
5323 MILLER RD	58-29-300-014	Service-Reinspection	09/20/2023	09/20/2023	Approved
4265 ALEX MARIN DR	58-36-676-096	Rough	09/20/2023	09/20/2023	Approved
5021 SECOND ST	58-01-502-021	Status	09/21/2023	09/21/2023	No Violation
5181 OAKVIEW DR	58-02-501-104	Ordinance	09/21/2023	09/26/2023	Complied
7437 CROSSCREEK DR	58-36-651-090	Post Hole	09/21/2023	09/21/2023	Approved
5023 WINSTON DR	58-02-501-081	Final	09/21/2023	09/21/2023	Approved
5023 WINSTON DR	58-02-501-081	Final	09/25/2023	09/25/2023	Approved
5213 GREENLEAF DR	58-03-533-083	Final	09/25/2023	09/25/2023	Approved
8033 INGALLS ST	58-02-529-023	Final	09/25/2023	09/25/2023	Approved
8051 CRAPO ST	58-02-530-025	Status	09/26/2023	09/26/2023	Partially Complied
9270 ETON CT	58-03-531-010	Site Inspection	09/26/2023	09/28/2023	No Violation
8366 CAPPY LN	58-02-503-035	Initial	09/26/2023	09/27/2023	Violation(s)
4265 ALEX MARIN DR	58-36-676-096	Underground	09/26/2023	09/26/2023	Disapproved
4265 ALEX MARIN DR	58-36-676-096	Rough	09/26/2023	09/26/2023	Approved
8512 MILLER RD	58-35-551-007	Final	09/26/2023	09/26/2023	Approved
8603 MILLER RD	58-02-100-009	Underground	09/26/2023	09/26/2023	Approved
9291 HILL RD	58-03-576-009	Final	09/26/2023	09/26/2023	Approved

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5127 WINSHALL DR	58-02-503-088	Rough	09/26/2023	09/26/2023	Approved
8512 MILLER RD	58-35-551-007	Final-Reinspection	09/26/2023	09/26/2023	Approved
8512 MILLER RD	58-35-551-007	Final	09/26/2023	09/26/2023	Approved
5170 MORRISH RD	58-02-530-044	Initial	09/26/2023	09/27/2023	Violation(s)
5170 MORRISH RD 2	58-02-530-044	Initial	09/26/2023	09/27/2023	Violation(s)
4354 ELMS RD	58-36-577-012	Initial	09/26/2023	09/27/2023	Violation(s)
5200 WINSHALL DR	58-02-553-025	Follow Up	09/27/2023	09/27/2023	Complied
5127 WINSHALL DR	58-02-503-088	Rough	09/27/2023		
6165 MILLER RD	58-31-527-009	Citation	09/28/2023		
7437 CROSSCREEK DR	58-36-651-090	Final	09/28/2023	09/28/2023	Approved
4265 ALEX MARIN DR	58-36-676-096	Underground-Reinsf	09/28/2023	09/28/2023	Approved
9106 LUEA LN	58-03-626-011	Final	09/28/2023	09/28/2023	Approved
5127 WINSHALL DR	58-02-503-088	Rough	09/28/2023	09/28/2023	Approved
5127 WINSHALL DR	58-02-503-088	Rough	09/28/2023	09/28/2023	Approved

**Inspections: 50**

Population: All Records

Inspection.DateTimeScheduled Between 9/1/2023 12:00:00 AM AND 9/30/2023 11:59:59 PM

# Certificates With Inspections

10/02/2023

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR230085	8366 CAPPY LN	09/06/2023	09/06/2023	09/11/2023	09/27/2023	09/11/2025	Suspended
Initial	JKEY	Corey Jarbeau	Completed	Violation(s)			

Record Count: 1

Population: All Records

Certificate.DateIssued Between 9/1/2023 12:00:00 AM  
AND 9/30/2023 11:59:59 PM

# Enforcements By Category

10/02/23

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E23-156	5181 OAKVIEW DR	Closed	09/20/23	09/26/23
E23-157	9270 ETON CT	No Violation	09/25/23	09/28/23
<b>Total Entries: 2</b>				

## FIRE COST RECOVERY

Enforcement Number	Address	Status	Filed	Closed
E23-158	8132 INGALLS ST	False Alarm	09/28/23	
<b>Total Entries: 1</b>				

## UNLICENSED VEHICLES

Enforcement Number	Address	Status	Filed	Closed
E23-155	7512 GROVE ST	Closed	09/07/23	09/12/23
<b>Total Entries: 1</b>				

**Total Records: 4**

Population: All Records  
Enforcement.DateFiled Between 9/1/2023 12:00:00 AM AND 9/30/2023 11:59:00 AM



# CITY OF SWARTZ CREEK (An Equal Opportunity Employer) STREET CLOSURE/USE APPLICATION

DATE OF REQUEST: 9/20/23  
SPONSOR ORGANIZATION: Swartz Creek Area Firefighters Association  
AUTHORIZED REPRESENTATIVE: Firefighter Donovan Ross  
WORK ADDRESS: 8100 Civic Dr HOME ADDRESS: 8048 Miller Rd Apt 7  
PHONE NO: WORK ( ) N/A HOME: ( ) N/A CELL: (80) 210-8174  
EMAIL ADDRESS: ~~Do~~ Ross@SCAFD.com

TYPE OF EVENT: (check box)

PARADE  \*\* (Draw Route on Attached Map)  
FOOT/BIKE RACE   
CONCERT

CARNIVAL   
CRAFT SHOW

OTHER: Christmas tree lighting in holland square

DATE OF EVENT: 12/2/23  
TIME OF EVENT: FROM: 6pm AM/PM TO: 8pm AM/PM  
ESTIMATED NUMBER OF PARTICIPANTS: 20-25

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:  
Fairchild St. to Miller Rd., Miller Rd to  
Morrish Rd., and Holland Dr.

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

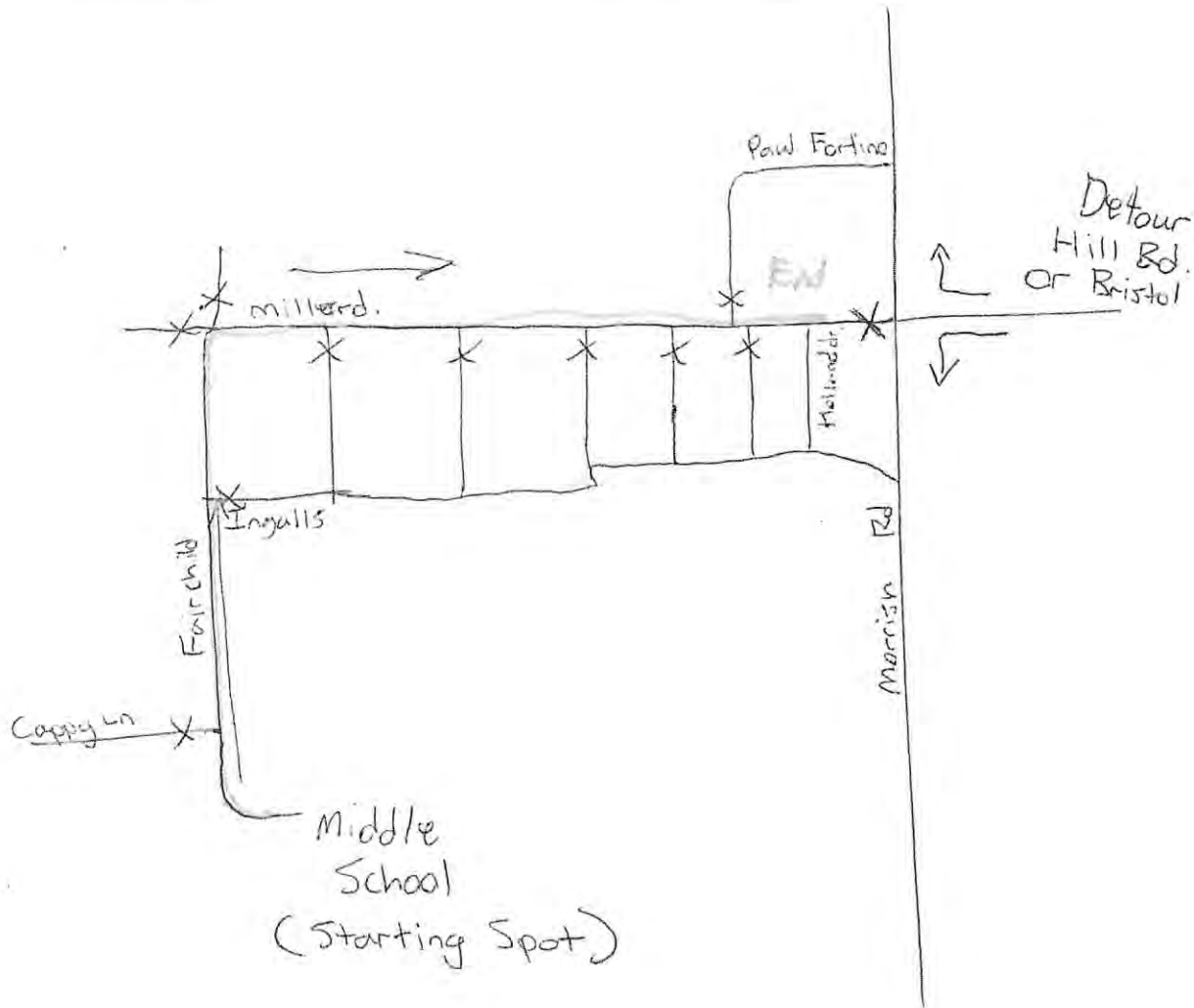
FOR: Swartz Creek area Firefighters Association (Organization)  
BY: Donovan Ross (Authorized Representative)

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

\* The throwing of any item(s) from any vehicle during the course of a parade is strictly prohibited and violations may result in criminal prosecution and/or the denial of future permit applications.  
\*\*The Chief of Police reserves the right to determine the length of time that any street(s) remain(s) closed to traffic.

THIS REQUEST AND ALL REQUIRED ASSOCIATED DOCUMENTS MUST BE SUBMITTED TO THE CITY HALL NO LATER THAN THIRTY (30) DAYS PRIOR TO EVENT DATE  
CITY OF SWARTZ CREEK  
STREET APPLICATION  
CHECKLIST

- APPLICATION MUST BE COMPLETED THIRTY (30) DAYS PRIOR TO EVENT
- EVERY LINE ON APPLICATION MUST BE COMPLETED AND ROUTE DRAWN ON ATTACHED MAP
- APPLICANT SHALL PROVIDE THE CITY WITH EVIDENCE OF INSURANCE FOR AMOUNT DETERMINED ADEQUATE BY THE CITY ATTORNEY





**City of Swartz Creek**  
**Parade & Street Closure Policies & Regulations**

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

1. All special events must be approved by the city council.
2. The throwing of any object(s) from any vehicle during the course of the parade is prohibited by ordinance. Violations of this ordinance could result in prosecution and/or the denial of future permit requests.
3. The closing of major thoroughfares entails the rerouting of thousands of motorists and the interruption of commerce. It is imperative that parades and related activities begin and end on time so as not to unnecessarily disrupt the usual course of traffic and business.
4. Parade organizers must provide a means of direct communication between the event coordinator and the Chief of Police (or a designee) and the Director of the Department of Public Services (or a designee) during the course of the event in order to address any dangerous conditions that may develop during the course of the event.
5. The practice of parade participants jumping onto or off of moving vehicles in the parade is prohibited.
6. When determining the staging area for parade participants, organizers should ensure that the area is sufficient in size to accommodate all entries without creating traffic or pedestrian hazards.
7. Additional waste management, security, outhouse facilities, and related services shall be the responsibility of the event coordinator.
8. All entertainment, loudspeakers, vendors, events, staging areas, and related ancillary features of the parade must be explicitly approved or otherwise conform to all federal, state, and local laws and regulations.

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

By: Donovan Ross  
Event Coordinator/Representative

For: Swartz Creek Firefighter Association  
Organization

Approved by City Council: April 25, 2022

## CITY OF SWARTZ CREEK PARADE REGULATIONS

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

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

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

By: Donovan Koss  
(Event Coordinator or Representative)

For: Swartz Creek Firefighters' Association  
(Organization)



September 26, 2023

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

**Attn: Mr. Rob Bincsik**  
**Re: Import of Sanitary Sewer Rehabilitation Records into GIS**

We are pleased to submit the following proposal to perform importation of all CCTV inspection including PACP data associated with previous sanitary sewer rehabilitation projects and the implementation of application services for the City of Swartz Creek.

## BACKGROUND

Our Project Team including Inliner Solutions and DLZ have previously developed an ESRI GIS geodatabase-based CCTV-GIS data integration application. It is these applications utilizing the CCTV and PACP data from previous projects that will be implemented as part of the projects final task.

## SCOPE OF SERVICES

Inliner / DLZ Project Team will work with the City of Swartz Creek staff to implement and commission the CCTV-GIS application on City servers.

Two (2) days of training will be provided to City staff on the CCTV-GIS application. An allowance of \$2,000 for as-needed application maintenance has been allowed for.

## RESPONSIBILITIES OF THE CITY

The City will designate an individual(s) to be the primary contact person to facilitate the project.

The City Designee(s), will attend all necessary meetings for the completion of the project.

The City will provide Inliner / DLZ Project Team with the necessary City GIS geodatabase and CCTV survey information for data conversion purposes.

The City to provide the necessary server(s) and associated software for the application to be installed on.

## PROPOSAL PRICE

For the services and implementation as described above the City will pay the sum of \$21,500.00 to Inliner Solutions LLC per the following schedule:

1. Kick Off Meeting to outline the strategic approach and determine the starting position based on the current GIS status of the City - \$2,500.00
2. Compile all available CCTV & PACP data for the sanitary sewer system in the City of Swartz Creek - \$5,000.00
3. Process and import the compiled CCTV & PACP data for the implementation into the City's GIS system - \$10,000.00
4. Implement GIS applications and CCTV / PACP data into the City's GIS system and debug system as necessary - \$2,500.00
5. Training of City Staff (up to 2 days) - \$1,500.00

The above schedule outlines the fees and associated milestones. If you have any questions wish to proceed please feel free to contact me directly.

Sincerely,



John Thompson  
Inliner Solutions LLC

Authorization Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_





380 Wright Industrial Parkway  
Pottersville, Michigan 48876

September 22, 2023

City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, Michigan 48473

Dear Ms. Olger,


In the coming months, WOW! will be expanding its network to include the City of Swartz Creek. WOW! is excited to be able to offer its internet, video and telephone services to the residents of the City once our construction and installation work has been completed. As dictated by the Michigan Public Service Commission, WOW! intends to enter into a Uniform Video Service Local Franchise Agreement with the City to establish the terms for WOW!'s operations here. As you may be aware, this is a uniform template developed by the Commission intended to be used by all providers in all jurisdictions in the state. Please find enclosed two duplicate original agreements, including the instruction pages provided by the Commission which precede the actual agreement.

Please note that Section VI. A. ii. requires you to input the franchise fee percentage to be billed and collected from customers in the City by WOW! and remitted to the City quarterly. The same applies for PEG fees in Section VIII. A. 3. According to the Commission's rules, these must be the same percentages that other providers currently operating in your jurisdiction are paying.

Page 9 of the Agreement and page 2 of Attachment 1 are signature pages. On page 9, *Date submitted* is the date you received the Agreement from WOW! and *Date completed* and *approved* is the date of the Board's action.

Please keep one copy of the Franchise agreements as the City's original. Then send one of the completed Agreements to my attention in the enclosed envelope as soon as it's complete. Please let me know if I can be of assistance.

Regards,

  
Michael Healy

[Michael.healy@wowinc.com](mailto:Michael.healy@wowinc.com)

224/339-2512 (mobile)

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
  1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"



2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
  3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
  - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
  - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
  - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
  - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
  - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
  - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
  - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
 Attn: Video Franchising  
 P.O. Box 30221  
 Lansing, MI 48909  
  
 Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Swartz Creek, a Michigan municipal corporation (the "Franchising Entity"), and WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW! Internet, TV & Phone.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.



## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication



service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has



paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of \_\_\_\_\_% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.



- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
  - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
  - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
  - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
  - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
  - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
  - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the



particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.



## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Swartz Creek:**

8083 Civic Drive

Swartz Creek, MI 48473

Attn: Connie Olger

Fax No.: 810-635-2887

WideOpenWest Mid Michigan, LLC

380 Wright Industrial Parkway

Pottersville, MI 48876

Attn: Michael Healy

Fax No.: 517-543-8057

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.



IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Swartz Creek, a Michigan Municipal Corporation**

By  
\_\_\_\_\_  
Connie Olger  
\_\_\_\_\_  
Print Name  
Clerk  
\_\_\_\_\_  
Title  
8083 Civic Drive  
\_\_\_\_\_  
Address  
Swartz Creek, MI 48473  
\_\_\_\_\_  
City, State, Zip  
810-635-4464  
\_\_\_\_\_  
Phone  
810-635-2887  
\_\_\_\_\_  
Fax  
colger@cityofswartzcreek.org  
\_\_\_\_\_  
Email

**WideOpenWest Mid Michigan, LLC, a Delaware corporation doing business as WOW! Internet, TV & Phone**

By  
\_\_\_\_\_  
Michael Healy  
\_\_\_\_\_  
Print Name  
Director, Government Relations  
\_\_\_\_\_  
Title  
380 Wright Industrial Parkway  
\_\_\_\_\_  
Address  
Pottersville, MI 48876  
\_\_\_\_\_  
City, State, Zip  
224-339-2512  
\_\_\_\_\_  
Phone  
517-543-8057  
\_\_\_\_\_  
Fax  
michael.healy@wowinc.com  
\_\_\_\_\_  
Email

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

Date submitted: _____
Date completed and approved: _____



## ATTACHMENT 1

**UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT  
(Pursuant To 2006 Public Act 480)  
(Form must be typed)**

Date: September 22, 2023		
Applicant's Name: WideOpenWest Mid Michigan, LLC		
Address 1: 380 Wright Industrial Parkway		
Address 2: PO Box 360		Phone: 224-339-2512
City: Pottersville	State: MI	Zip: 48876
Federal I.D. No. (FEIN): 04-3561701		

**Company executive officers:**

Name(s): Teresa Elder
Title(s): President and CEO

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Michael Healy		
Title: Director, Government Relations		
Address: 380 Wright Industrial Parkway, Pottersville, MI 48876		
Phone: 224-339-2512	Fax: 517-543-8057	Email: michael.healy@wowinc.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

Area system prints provided upon request.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

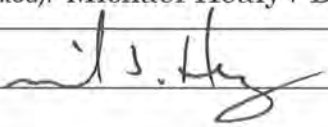
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: December 1, 2024

**For All Applications:**


**Verification  
(Provider)**


I, Michael Healy, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Michael Healy / Director, Government Relations	
Signature: 	Date: 9/25/23

(Franchising Entity)

**City of Swartz Creek, a Michigan municipal corporation**



By  
 Connie Olger  
 Print Name  
 Clerk  
 Title  
 8083 Civic Drive  
 Address  
 Swartz Creek, MI 48473  
 City, State, Zip  
 810-635-4464  
 Phone  
 810-635-2887  
 Fax  
 colger@cityofswartzcreek.org  
 Email  
  
 Date