

**City of Swartz Creek
AGENDA**

Regular Council Meeting, Monday, April 8, 2024, 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 March 25, 2024 MOTION Pg. 31
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. 37
 - 6C. Consumers Energy Lighting Plans, Agreements, and Invoices Pg. 48
 - 6D. GCRC Estimate for Elms Road Repairs Pg. 76
 - 6E. Recycle Day Flyer Pg. 78
 - 6F. Water Tower Lease Agreement Pg. 79
 - 6G. Hydrant Painting Package Pg. 95
 - 6H. Cosmos in the Creek Signage Package Pg. 124
 - 6I. Draft Fiscal Year 2025 Budget Sheets Pg. 128
 - 6J. Ground Solar Legislative Update Pg. 182
7. **MEETING OPENED TO THE PUBLIC:**
 - 7A. General Public Comments
8. **COUNCIL BUSINESS:**
 - 8A. Winchester Village Lighting RESO Pg. 25
 - 8B. Heritage Lighting RESO Pg. 26
 - 8C. Fire Hydrant Painting Bid Price Extension RESO Pg. 27
 - 8D. Ground Solar Land Use Moratorium RESO Pg. 28
 - 8E. Cosmos in the Creek Signs Approval RESO Pg. 29
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 30

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

Downtown Development Authority:	Thursday, April 11, 2024, 6:00 p.m., PDBMB
Fire Board:	Monday, April 15, 2024, 6:00 p.m., Station #1
Park Board:	Tuesday, April 16, 2024, 5:30 p.m. PDBMB
Zoning Board of Appeals:	Wednesday, April 17, 2024, 6:00 p.m., PDBMB
City Council:	Monday, April 22, 2024, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, April 24, 2024, 11:00 a.m., Metro HQ
Planning Commission:	Tuesday, May 7, 2024, 7:00 p.m., PDBMB
City Council	Monday, May 13, 2024, 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, APRIL 8, 2024, 7:00 P.M.**

The regular meeting of the City of Swartz Creek city council is scheduled for **April 8, 2024** starting at 7:00 p.m. and will be conducted in hybrid form. The meeting will be available virtually (online and/or by phone). Council members and staff must attend in-person. The general public may attend in-person or virtually.

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 Renee Kraft, 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 on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

Renee Kraft is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: April 8, 2024 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 rkraft@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) 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, April 8, 2024 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*

FROM: Adam Zettel, City Manager

DATE: April 3, 2024

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*
There were no appeals for 2023. Tax day of December 31, 2023 will set the table for assessment notification distribution in February, with appeals in March or thereafter (for commercial). We typically have an understanding of the commercial appeal potential by May or June.

- ✓ **STREETS** *(See Individual Category)*
 - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change of Status)*
The Miller Road rehabilitation is complete, with the exception of stop bars and crosswalk striping. Weather is not conducive to the application of paint.

There are no further TIP projects planned for the current three-year cycle.

- ✓ **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.

The Genesee County Road Commission intends to perform maintenance on Elms Road, south of the City, with work to be completed this summer. Our section of Elms between Miller and the bridge (city limits) is very bad. We had previously sought pricing for rehabilitation but were informed that MDOT/MEDC investments related to the mega-site may resolve the matter and possibly include additional improvements. We have since learned that, while traffic is being analyzed in the vicinity of the site, there are absolutely no improvements planned.

As such we are proceeding with improvements that will make the road safe and add years of life. However, we are not investing in reconstruction or capacity improvements at this time due to the likelihood of changes with the southwest corner of Miller and Elms, and/or the mega-site. I now have a price from the county to add this section to their rehabilitation efforts (estimated at \$30,000). I am also soliciting a price from both contractors that are in town this summer. The recommended repair is a mill and resurface. I expect this to be on one of our April agendas.

In addition to Elms Road, Rob is getting specifications and budget pricing together for seal coating overlays (FOG seal) for select streets that are in need of preservation, but are not yet in need of a mill and resurfacing.

Street rehabilitation with limited drainage in Winchester Woods has been approved and a preconstruction meeting was held on March 14. The project is expected to commence in mid-April and finish before August. Letters are being sent to impacted owners and occupants in the construction area. All currently improved streets are included and will either be milled and resurfaced or crushed and resurfaced. Limited drainage work in the form of ditching and culverts will be included as needed.

Street reconstruction for Winchester Village is moving forward, with project completion in 2024. This is going to create very busy and inconvenient circumstances in Winchester Village, but it will be worth it. We are performing public education by sending direct mailers and electronic communications to owners impacted by the project.

Street work will include sub surface drainage, road reconstruction, replacement aprons, replacement sidewalk, and forestry for Durwood, Norbury, Winshall, Greenleaf, and Whitney. Note that the contract to purchase and install limited decorative lighting is still pending. Consumers Energy says that this is expected later in March or April. I will have the design and agreement before Council when it arrives.

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. Rob solicited pricing on a potential complete repair from OHM, which was included in a previous packet.

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

We were not selected in this round. I will attempt to debrief to learn why and if it is worth applying for future rounds. I will remove this section with from future reports. 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 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 (Update)**

Per the previous report, we have bid the first three miles of cleaning and inspections (two sections of Miller, Dye, and all of Elms). Bids are due on April 11th. I expect the

council to have results in front of the city council at the next meeting or in May. Until such inspections reveal the need for future lining or replacement lines, our program will remain largely in maintenance mode. The previous report follows.

GIS work has started for the sewer system, and this is not expected to take long. We hope that within 60 days, we will have a good working record of sewer inspections and improvements over the last 20+ years. With that information, we expect to completely renew a 20 year asset management plan for sewer.

Given the work that has been done so far, we are confident that we have addressed the high priority and high-risk assets. Moving forward, the community will be more focused on routine maintenance.

With that said, Rob is creating a program to clean and inspect the entire sewer system approximately every eight years. We believe this is a prudent time frame until we can assess all lines at least once. Note that Genesee County was on a seven-year schedule, but after an experience study, they moved to a ten-year schedule. Further note that some segments (e.g. Miller and Elms) will be done more frequently due to known build-up issues.

This program will ensure proper flow of the system, but it cannot ensure elimination of all blockages. Televising of the lines will be conducted with inspection of manholes. This will provide the city with information to plan future lining, excavation, or manhole rehabilitation projects, if any. As noted, we believe we have addressed most, if not all, of the high-risk clay lines. The cleaning and inspection program will determine if any of the newer clay lines (1970s era) require work.

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

Work continues and is ahead of schedule! The project is supposed to be completed by October. So far, we are getting good feedback from the contractor, engineer, and residents. The project is moving along quickly and efficiently. As of writing, services are being installed in the village area, which is nearly done. Water main is now being installed on Seymour.

This water project includes the remainder of the Winchester Village Streets:

- Greenleaf
- Winshall
- Durwood
- Norbury
- Whitney
- Seymour (partial section only)

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

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.

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

Another privately owned lot is having a new home built.

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** *(No Change of Status)*

The spring newsletter goes out in April. Let me know if you have 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. The **two out-buildings on the raceway grounds are down** and the impacted areas should be cleared. Prices are now in for the main building demolition, as well as the remaining out buildings. The owner intends to have the site razed for future use in 2024. The site is not formally for sale, nor is there a concept plan for reuse.
2. The **reuse of Mary Crapo is becoming a reality**. The school has concept plans for a varsity baseball field. They are including plans for a partnership that may allow the DDA to pursue seasonal skating and/or public art. It appears this is still part of the plan with two pickleball courts that can double as skating in the winter. It also appears that their plans may have an impact on the lane configuration for Ingalls. Reviews by county agencies are occurring. The phasing and timing of construction is not known.
3. **Street repair in 2024** is moving forward. All bids for Winchester Village and Woods work are approved, with all projects scheduled to be done prior to fall. The Woods project is due to occur between mid-April and August. In addition, we are seeking prices to rehabilitate a small section of Elms, as well as for the potential to apply a FOG seal to many local streets.
4. The **Brewer Condo Project** first tri-plex is complete and for sale. A ribbon cutting was held in December. We can affirm now that two of three units have sold! 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.

5. The current phase of **Springbrook East is about to complete construction**, with the final home permit being issued this week. As such, we are planning a final punch list to ensure that the final paving, forestry, lighting, sidewalks, and other infrastructure are complete and/or are supported by bonds/escrow. I do expect the city to need to approve a formal street dedication soon (these streets are public), as well as a Consumers Energy lighting agreement. **There was a sale of this project's future phases and real estate.** It appears JW Morgan and another partner are in control of future phases.
6. The **southwest corner of Elms & Miller** is seeing some increased activity. We met with the owner and an architect on some preliminary plans. I expect to have a site plan in 45 days. The demolition is complete.
7. **Park projects** currently include an active grant application for Otterburn, pavilion repairs at Elms and application of more asphalt millings to all parking areas. The park board recommends interpretive signs, bike racks, and benches for the coming year. Additional projects are not planned or budgeted at this time.
8. **New Businesses.** There has not been any recent activity. Quiznos and Cottage Inn are expected by summer. The former Lorenzo's has been ordered demolished.
9. **Mundy Megasite/Costco.** Costco now has site plan approval for a location off Hill Road by US 23. There is no update regarding the megasite that the MEDC and regional chamber are marketing on Maple Avenue. We met with the Genesee Regional Chamber on the matter. They communicated their strategy and how our community may be impacted. At the moment there is no site user, only a marketing plan. We are liaising about any potential infrastructure changes moving forward. No improvements will be implemented without a user.
10. **Holland Square** has plans and a preliminary cost for improvement of a market-style shelter. The DDA is expected to deliberate this issue at the April meeting and to ask council for a steering committee to finalize details.
11. **Wayfinding** is likely to be pursued by the DDA. This will be another project that they will deliberate in April. It has funding support, but they will seek council approval to proceed, as well as a steering committee to oversee plan details. Any installation will ultimately be up to the council.
12. The DDA is also considering a **Social District**. With the potential for another tavern coming, the city has the ability to designate a commons area in the community. See the details below. This is also up for discussion on April 11th at the DDA meeting.
13. **(Update)** The lease for the **small business hub** has been approved. Staff has not started onsite operations, but I will report on their progress and impact.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

We continue to work on the renewal process with the MEDC to retain our status. This is due in the fall, and I do not see any issues maintaining standards.

The DDA is looking to utilize RRC program dollars on wayfinding. See the new section below.

The Methodist Church project is being heavily marketed. The purchase agreement that was in place in the fall is no longer proceeding. In speaking with the realtor, there is still reason for optimism based upon interest.

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.

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 that consists of a local architect, builder, and staff was able to source something more approachable. We have had all architectural services donated by AMA! With that work, we now have a concept that was reviewed and well received by the DDA. We have been coordinating with JW Morgan construction and a materials vendor on making the concept a reality. This has resulted in some material and architectural changes, with a total installation price of about \$150,000.

The concept 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.

The DDA is expected to deliberate on this at their meeting on April 11th, with the goal being to move beyond concept and into final design/fundraising. I expect they will ask the council to form an ad hoc committee to address design details, timeline, and funding.

✓ **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*)

Concerning the current cycle, we are soliciting bids for sidewalk on the dead ends of McLain and School Streets. Bids were due March 7th but we've received no bids. We sent the notice and/or specifications to no fewer than eight contractors, in addition to a posting. We did

receive some calls from contractors regarding the CDBG requirements, which are significant. I suspect they were unwilling to adhere to standards.

I am extremely disappointed that these funds are this difficult to use. I am working with the Genesee County Metropolitan Planning Commission to see if there are alternative projects or procurement methods. In the meantime, we are seeking pricing from any willing contractor. It is possible that these funds could still be spent in the community by allocating them to the senior center.

I do not want to lose the funds, but we may not have options. "Recapture" of funds by the county is very common because communities find it difficult to spend the dollars. In the future, we will need to select projects that only require acquisition or sole-source construction, such as the street lighting project approved for the next cycle.

The full applications for the next cycle (2025-2027) have been submitted. This includes senior services and downtown decorative lighting.

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

Shattered Chains is planning to hold a tournament in May. In preparation, they have some more drainage work to complete. This is covered in more detail in the park section. They also may be working to form a charitable entity to better engage in the raising of funds. We appear to be in the final stretch to make the course playable!

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

Our grant writer has prepared another application for Otterburn Park. See the March 11, 2024 packet for details. The council approved application to the DNR Trust Fund on March 11, and we expect to know the outcome this year. Since the federal award was just officially made in March, we are not losing a construction season.

The project now includes a pavilion, restrooms, a path, bike station, gates, sign, and ADA parking. The estimated total cost is \$600,000. This concept includes all original work items, excluding the disc golf and sledding hill (now complete), as well as a secondary pavilion on the far north of the site, which is not affordable.

There is a meeting on April 9th with the county to discuss the disbursement of the federal spending that we sought through Dan Kildee's office.

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

We are updated the speed signs on Morrish Road. We are also having the pavement marking company create templates to paint "Slow" "25 MPH" and "30 MPH". These are not as durable as plastic adhesive markings, but they are affordable. We believe we can add this to multiple blocks of Ingalls, Miller Road new downtown, Morrish Road, and Seymour for a few thousand dollars.

In addition to these measures and the addition of a traffic officer, we are still very interested in comprehensive traffic calming where opportunities arise (addition of street trees, narrower lanes, speed monitoring, etc.). We do expect to have Ingalls striped for parking on the north side, with a median marker for the other two lanes. This may require a traffic control order.

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

The city attorney and staff have been pursuing answers and remedies from Frontier as it relates to the outages that have been caused by the installation of fiber, specifically in areas of existing overhead wires. Genesee County 911 has also been assisting. I have gotten calls from the Michigan Public Service Commission, as well as Frontier. They indicate that there have been large numbers of outages, but they believe they have addressed them all. I passed on some open issues that I was aware of and noted that the problem appears to extend beyond formal complaints. It appears we have their attention, and I suspect they will work to close any open cases.

If anyone still has an issue, they should open a case directly with the MPSC or contact the city office.

The previous report follows.

All but two of Frontier's fiber permits are approved. Work on installation has begun in the city and surrounding townships. We are getting many reports of phone service outages, unprofessional workers, and unsightly/inconvenient working areas. I have made the Michigan Public Service Commission aware of these issues. 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.

✓ **SOLAR SYSTEM MODEL** (*Business Item*)

We reached our fundraising goal! The solar model should be installed by fall! At this point, we are ready to proceed with final design and ordering of the signs. As it was with the historical sign grant, this has been a design, build fundraiser project, with Signs by Crannie being the sign contract.

With funds from the crowd fundraiser and the state coming in, we are asking the council to approve the invoice for work. The total cost for all of the Cosmos in the Creek signs, trail heads, and trail wayfinding is \$47,313.14. There will be an additional charge for a sign to be constructed in New Zealand (vendor still pending), as well as some incidental directional signs. However, this gets us 95% of the way there. A resolution is attached, and we are excited to proceed!

The previous report follows.

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 New Zealand, or payment for a sign constructed locally in New Zealand. 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.

At this point, we are about ready to go live with the crowdfunding effort to raise the other half of the funds. This is still a big ask for the community. The city has committed \$8,750, which will be matched by the program. The rest will be made up of individual and business contributions on the crowdfunding platform. Again, the state will match 50-50 within limits.

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 2023 meeting.

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

Much progress has been made since the residential cross connection inspection program inception. However, a number of homes have not had the opportunity to comply, and some are still hesitant to comply. We have renewed the program for another two years and hope to get through most of the units by the end. Some will likely not comply without a turn off, but that is a last resort.

As previously noted, we have postponed imminent shut-offs and the related hearings before the city council. I have concerns that there are not enough inspection slots for all outstanding inspections to sign up, making the process impossible to complete for all users. We are going to consider the matter in the coming months to come up with a long term strategy that is predictable, fair, and productive as it relates to getting compliance with the residential cross connection inspections.

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

✓ **HERITAGE STREET LIGHTS** *(Update)*

We have an acceptable design, and we now have a new invoice and agreement for new lighting. The total cost to purchase and install is \$2,339, which is proposed to be split 50/50

between the association and the city. The installation includes 11 standard poles with high pressure sodium traditional tops (similar to Parkridge Subdivision).

I have a resolution included that will approve the invoice, approve the installation, and approve a change to our standard lighting contract. I recommend we proceed. The previous report follows.

By way of background, the north area of Heritage Village never had any street lights installed by the developer. The front of Heritage has decorative posts. As more homes are built in this area (Heritage Blvd., north of Concord Dr.), the residents have expressed a desire for street lights. The homeowners association has been liaising with us about the style of such lights.

Decorative lights come at a high cost (usually \$2,000), while standard lights can be installed for about \$100 each, plus installation. While the city can strategically install some decorative lights in neighborhoods, such as those in the Winchester Village reconstruction area, the city has not been able to supply decorative lights as the standard.

With that said, the HOA is requesting black fiberglass posts with traditional LEDs. This appears to be a very reasonable approach. Since streetlighting is an expectation for the community, and the streets are public, I have put a request in for Consumers Energy to plan for and install those. Service will be underground.

✓ **TRAIL PAYMENT (Update)**

We still have not received payment from Flint Township for their share of the trail. I have had difficulties communicating with their staff over the last month. I have been able to contact their supervisor, but I have not been able to reach their comptroller. With the understanding that this issue has been ongoing since September with no payment or agreement, I have reached out to a third-party counsel (we share the same attorney for general municipal services).

However, I still wish to resolve this so that the city is made whole financially and the relationship with the Township is positive. With that said, I made one last effort to contact the supervisor, and we have a meeting set up at our office for 11:30 am on April 10th. I hope to resolve this at that time.

The agreement was to share the construction cost and MDOT revenues proportionately to the amount of work performed in each jurisdiction. I was notified on January 11th that they have \$100,000 of the ~\$129,000 invoice budgeted.

The county notified us that they will be sending us approximately \$27,000 of ARPA funds from Flint Township. I spoke briefly with Karyn Miller on March 1st. She indicates that their comptroller is delaying because of questions over the other revenue sources. It appears they wish to share in the other revenues that the city acquired. This is not what we agreed to, nor does it fairly distribute resources since the city invested much to plan the project, acquire other funding, and execute the construction.

If the meeting on the 10th does not satisfy our financial demands, I do not see any choice but to recover our funds through the court system. I have contacted an attorney to begin

proceedings. Outside counsel is required since our communities both use Simen, Figura, Parker. As noted previously, I intend to pursue this path because we have not found a solution by early April (the invoice was sent in September). I would rather avoid this, especially since this project was able to improve relations that have been rocky in the past. However, the money is owed, and we must compel payment. I am not sure what their motivation is for wasting time, money, and existing good relations.

✓ **SENIOR CENTER ARPA WINDFALL** *(No Change of Status)*

The senior center is attempting to use their \$100,000 ARPA allocation for a garage. They are able to invest another \$30,000 as well. I am working with contractors and the senior center to assist them in realizing this. See the March 11, 2024 report for more details on this award and process.

✓ **SUPPLEMENTAL FINANCIAL SERVICES** *(No Change of Status)*

Kim is working diligently on our budget. We do not expect any changes in the form of this years budget or budget book. The timeline may be extended a bit due to circumstances. In the meantime, we are still assessing our needs for potential on-going financial services. For the time being, we believe that transferring some of Connie's duties to Amy and Jacquie, maintaining supplemental financial services, and leaving Connie's position vacant will be the best way to proceed.

✓ **WAYFINDING PROJECT** *(Update)*

The DDA, in accordance with their planning documents, is looking to engage in a wayfinding and branding sign plan for the entire city. For many years, we have aspired to invest in a sign system that would provide for gateway signs into the community and/or downtown, direct visitors, highlight attractions, and promote the Swartz Creek brand. Until now, this was not an affordable possibility. However, two circumstances are now going the city's way. First, the Michigan Economic Development Corporation is willing to fund \$20,000 of professional services for such a study because of the city's Redevelopment Ready Community status. In addition, the DDA revenues are exceeding expectations.

With that said, the DDA is planning to proceed with engaging in professional services to fund a complete wayfinding sign scheme, as well as to fund initial investments in the signs. I am including the professional services agreement provided by the consultant. This illustrates the design process and the deliverables. Again, the DDA will need the city council to affirm the project and establish a steering committee to guide the details. Please stay tuned. This is planned to be on their April 11 agenda.

✓ **SOCIAL DISTRICT** *(No Change of Status)*

The council recently approved an application for a liquor license for a downtown business (8010 Miller Road; formerly Ken's Barber Shop). This is now to be a coffee shop and bookstore that could maintain a full bar. If this occurs, the city will be able to consider a social district with a commons area. This will allow the downtown taverns to serve to-go beverages with alcohol that can be carried and consumed in public areas defined by the city.

With that said, the DDA believes this could be a powerful incentive to attract other events, new patrons, and new businesses. There are guidelines to follow per Michigan statues and promulgated rules. I am attaching these and an example of a social district from

Brighton. As you can see, a defined common area must be determined and mapped. There must also be rules on the days, times, and manner of consumption. Like the other projects, this is something the DDA will likely pursue with a committee, pending council acceptance of the concept.

Note that the city does not currently qualify, so there is no immediate or short term ask to engage in this or approve it. The DDA is simply looking ahead.

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

✓ **MONTHLY REPORTS** *(Update)*

Monthly reports are included.

✓ **RECYCLE DAY FLYER** *(Update)*

There are four upcoming days for county-wide recycling of specific materials. I am including their flyer.

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

✓ **PLANNING COMMISSION** *(Update)*

The planning commission met on April 2nd. They went over the lighting ordinance, which is a bit out of date. The commission is on track to work with CIB Planning over the next couple months to strengthen the ordinance as it relates to LED use in existing fixtures, offsite glare, and some other new technologies. I expect the amendments to be minor but necessary.

The commission also received updates on the Holland Square project, the wayfinding project, and the potential for a social district.

Lastly, the commission deliberated on a moratorium for ground based solar installations. See the complete update below. In short, they voted to recommend a 180 day moratorium on ground based solar applications and permits based on the current state of our ordinance, new inquires for such uses in the city, and new state legislation. I agree.

The next regular meeting is scheduled for May 7, 2024.

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

The DDA met on March 7 in order to get ahead of the Cosmos in the Creek sponsorship deadline. As it turns out, this was not necessary because a business (Sports Creek Raceway property owner) came forth to fund the remaining gap!

They also met to consider a sponsorship for the Fine Arts Council (which they approved), the potential for a wayfinding program, and Holland Square. In addition the new liquor license for the coffee shop was discussed, leading into a discussion about the potential for a social district.

The DDA is planning much for the coming year, and the April meeting is likely to be an instrumental meeting that ties the 2025 budget to a number of action items. The board is planning to pursue three large projects that will require the approval of council and

the potential involvement of planning commission. They plan to ask the council to accept the Holland Square concept, a downtown social district, and a wayfinding/branding sign program.

For each of these, they are hopeful that the city council will form a steering committee that the DDA can lead. Once the time, place, and manner of each potential project is coalesced, the city council will be the final approving authority. Again, they will be formally deliberating these projects at the April meeting and are likely to recommend proceeding with all three initiatives. I encourage the council and planning commission to take special note of these initiatives and potentially engage in their meetings.

I have provided detailed information on the social district and wayfinding program in the next packet. However, this is not expected to mature as a business item until the after the DDA meets in April.

Their next regular meeting is scheduled for April 11th.

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

The ZBA has not met since their 2023 annual meeting. There are no pending variances, appeals, or interpretations. However, training has been offered to members to take online. So far, two members have taken up the offer. I do plan to convene with them in April, if only to have their annual meeting. There is a pending inquiry that may lead to a sign variance.

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

The park board met on March 19th. They deliberated on the need for a new bathroom at Abrams Park. It was found that it may cost ½ or 1/3 of the price to relocate the tot lot to the existing bathrooms in lieu of constructing new bathrooms. They are going to look into this possibility.

The 2024 slip and slide date has not been set. This is likely to be based on the availability of the Shattered Chains group.

Saplings are proposed for the riparian areas of Abrams Park, the new trail by the Middle School and we areas of Elms by the interstate.

2024 project recommendations follow a limited budget expectation, as well as the five year plan. They propose the budget include interpretive signs, bike racks (which may be Eagle Scout projects), and new benches..

The next regular meeting is scheduled for April 15, 2024.

✓ **BOARD OF REVIEW** *(Update)*

The Board of Review met during the week of March 18. It was a slow year, with only ten petitions.

✓ **CLERK'S OFFICE/ELECTION UPDATE** *(No Change of Status)*

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

ELECTION DATES FOR 2024:
Primary Election: August 6, 2024
General Election: November 5, 2024

✓ **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.
- ❑ So far this winter DPS has responded to 12 snow/ice events. Last year we had 24 total snow events for the entire winter. Hopefully with a little luck we won't reach that total again this year.
- ❑ All water main work is completed in the village. Services still need to be completed on Seymour Rd. Storm sewer is nearing completion. Road removal and reconstruction is moving forward. Monday 4/8/24 pouring curb and gutter will begin on Winshall at Cappy Ln.
- ❑ Seasonal wood chipping starts Monday 4/8/24.

✓ **TREASURER UPDATE (Update)**

Settlement with the County is complete. Data collection continues for the FY25 draft budget. Routine operations include, but are not limited to, processing payments for utility bills, tax bills, delinquent personal and qualified real taxes, building permits, daily/weekly/monthly journal entries, bank wires, review/approval of accounts payable invoices, issuance of building permits and rental inspection collections, processing payroll, accounting for grants and projects and other financial matters impacting the city.

✓ **ECONOMIC DEVELOPMENT UPDATE (Update)**

The Flint and Genesee Economic Alliance will have a small business support person housed at the City Hall on Mondays within the next month. I will be attending a Small Business "sub-hub" meeting soon to go over the programming more. I'm also working with others at the FGEA on available industrial space in Swartz Creek. I provided the publicly available information on the racetrack, and vacant industrial zoned land on Morrish road.

I'm continuing to connect with small businesses about the Match on Main grant through MEDC. Applications are due on April 17th. I'm hopeful at least one will apply. There was initially a lot of interest, but that seems to have dwindled. This is the only round this year, and I suspect it may not be a forever program, so the time is of the essence for this opportunity.

I submitted our request for use of technical assistance funding provided annually as a RRC community to go towards a Wayfinding assessment and implantation plan. This combines branding with wayfinding, which we believe is a better approach than city staff trying to decide where wayfinding would be best. The DDA indicated they would like to assign a steering committee to help us formulate this plan with the contractor.

We will be hosting a Swartz Creek Business Breakfast here at City Hall on Tuesday, April 23rd at 8:30am. The goal of the breakfast is to get the business owners/ managers throughout Swartz Creek together to discuss upcoming events, share ideas, and to network.

Family Movie Night planning continues! The traditional 5x7 with the movie schedule should be printed out soon. The schedule is: June 28th: Elemental, July 12th Trolls Band Together, July 26th Migration, and August 9th: The Goonies.

Now that Spring Break is over, we continue to work on the design for the Cosmos in the Creek signs. Overall, we're happy with how they look so far, and only have a couple of tweaks to make to finalize the main designs.

There's another new grant out through MSHDA, the MI Neighborhood grant. This one is a streamlined application for multiple items, one of them being public amenities. I'm looking into this more and will be applying for funding for the Holland Square project.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **WINCHESTER VILLAGE STREETLIGHTS** (*Business Item*)

As occurs from time-to-time, we have a proposed amendment to the street lighting contract. This amendment is a work order to include additional decorative fixtures in Winchester Village. These lights are in addition to the existing overhead lights and are being installed to improve visibility and to add aesthetic value to areas where new streets are being installed.

Note that there is a cost to have these fixtures purchased and installed. This is part of the ongoing effort to add some decorative fixtures in the areas of the village subdivision that are experiencing reconstruction. The cost to furnish and install these fifteen light fixtures is \$39,932. A resolution is included to proceed. Doing so requires approval of the invoice, the Agreement for Modifications of Electric Facilities and the Authorization for Change in Standard Lighting Contract.

✓ **HYDRANT PAINTING** (*Business Item*)

Rob has been looking into a program for maintaining our hydrant paint. This is in addition to the flushing, inspection, and lubrication that is done annually. I strongly support this program. With so many new hydrants going in, we want to make sure these assets can last about eighty years, and that they look well maintained.

To do so, a more rigorous treatment that includes sandblasting and spray paint application is required. Though this may be something our crew can handle in future years on a 5-10 year rotating basis, we recommend we act now to get all hydrants treated that are not new (2017 or later).

Rob has been communicating with a number of providers and has been tracking bids in the state. We have been fortunate that the low bid for Battle Creek is by a company that is willing to extend that price to Swartz Creek (\$119 per hydrant). This bid is attached.

After communicating further, we have some concerns that this may be the first time that this procedure has been done (I do not believe it has been since I started in 1999). Therefore, we must assume that we have lead paint on many of the existing hydrants. As such, we requested that they amend their bid to account for proper lead testing and disposal. This procedure is indicated to be an additional \$34 per hydrant. Rob and I strongly recommend we do this so that there is absolutely no concern by the general public

that lead paint is being introduced into the air or ground. The bid specifications and results are included. I am including the original \$119/hydrant bid and the lead abatement \$153/hydrant bid for comparison, along with all the other specifications. I think this is a great deal by a professional company.

Again, once these hydrants are all complete and there are no concerns about lead abatement, we may be able to get into a rotation in which we paint 10% of all hydrants each year (~40).

✓ **GROUND MOUNTED SOLAR EQUIPMENT MORATORIUM** (*Business Item*)

To our surprise, we have had some inquires for small scale ground mounted solar utilities (20-30 acres). We do not have regulations in our zoning code for siting or regulating these facilities. In addition, the state has recently passed legislation that will remove most local control from the siting of larger scale ground mounted solar fields.

Based on this information, I have liaised with the planner and brought this matter to the Planning Commission. The general sentiment is that the use of vacant land for solar fields may not be in the best interest of the community, especially in residential areas. Since we have no current provisions for this in the zoning code, the planner, myself, and the planning commission recommend the imposition of a moratorium for six months. This will give us time to study the matter and craft an ordinance that best prepares the community for new ground mounted solar panels. It will also afford the community the opportunity to explore how best to handle accessory solar panels and fields for existing properties.

I am including the recent statute and an article about the pushback that it is getting. Again, the statute is for larger projects, but we still need to ensure that we can accommodate smaller projects that may not be subject to state regulation so that land owners, developers, and our existing community are not adversely impacted by a lack of recorded executions in the form of a zoning ordinance. The moratorium is included as a resolution.

✓ **WATER TOWER LEASE AGREEMENT** (*New*)

As most in the community are aware, Verizon appears to be having wireless connectivity issues in the west side of town, from about the High School to Winchester Woods. This problem was so bad for us, that we switched carriers. Verizon has been working on a solution for a couple years, including the search for space south of town for a new tower. At this point, they are approaching us to use the water tower. I think this is a win-win. Using the city tower will greatly improve service to the community, while providing some financial resources to the city. Since the tower is used by two wireless providers currently, this request will be treated as a colocation. This means that the city will be responsible for approving the site plan at the planning commission level for a permitted use, as well as a lease for occupancy.

As of writing, there is not a site plan available, but I do have a draft lease. I am including this for informational purposes at this time. I am attempting to increase the lease amount, as well as to get a site plan to both the planning commission (for site plan review), as well as to the council (for general review) as soon as possible.

Again, I think this will shape up to be a win-win, provided the city does not need to invest in the site and the user is not installing obnoxious equipment. We will have more information related to such circumstances moving forward.

✓ **FISCAL YEAR 2025 DRAFT BUDGET WORKSHEETS (New)**

We are including some very hot-off-the-press budget worksheets. I am hesitant to send these along so early, but I think it is in the best interest of everyone if we do. The concern stems mostly from the ever-changing nature of an early budget. However, these sheets give a good picture of how we see fiscal year 2025 shaping up. Note that we do expect corrections throughout, refinement of projected 2024 expenses (as well as resulting fund balances), and updates to line items that include projects.

The important take-away is that we are attempting to deliver a budget that will balance across the board, with notable exceptions for fund-balance carry-over for street projects. We believe we can comfortably get the general fund to a position of balance without diminishing essential services or reducing our contributions to deferred maintenance. This essentially puts us in a position to sustainably continue to operate and maintain/replace our assets without hardship.

Other notable items include the purchase of two trucks from motor pool, inclusion of Don Shenk and Cappy projects for 2025, and Otterburn Park. Of course, you will notice that things are still tight. This does create some concern for future years. However, we have good levels of fund balance, low liabilities, and a relatively healthy community.

Please take a look at all funds. This is for informational purposes at this time, but do not hesitate to reach out to me at any time or to make inquiries at the meeting. If agreeable, we will look to hold our workshop prior to the meeting on April 22nd (perhaps 5:00pm), with the public hearing to follow on May 13th.

Council Questions, Inquiries, Requests, Comments, and Notes

Fire Training: On Sunday, April 14, at 5pm, Gaines and Swartz Creek Area Fire Departments will be conducting training at the Elms Park playscape. This is a common practice that enables our firefighters to get good experience in confined space/after dark scenarios.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, April 8, 2024, 7:00 P.M.**

Motion No. 240408-4A **MINUTES – MARCH 25, 2024**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, March 25, 2024, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 240408-5A **AGENDA APPROVAL – APRIL 8, 2024**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of April 8, 2024, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 240408-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of April 8, 2024 including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240408-8A **RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REMOVAL AND REPLACEMENT WORK ORDERS – WINCHESTER VILLAGE**

Motion by Councilmember: _____

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised from time to time; and

WHEREAS, the City seeks additional changes to the street lighting services agreement that include changes to lighting types and subsequent billing for LED and decorative lighting; and

WHEREAS, Consumers Energy requires approval of an amendment to the existing street light contract and affirmation of the work orders to remove the existing lighting and install new lighting in accordance with the restated and amended lighting contract.

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2014, modified on November 1, 2018, in accordance with the Agreement for Modifications of Electric Facilities, dated February 5, 2024 and Authorization for Change in Standard Lighting Contract, as included in the April 8, 2024 City Council Packet.

BE IT FURTHER RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company for furnishing lighting service within the City of Swartz Creek for a period of one year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to the city council.

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of form 547 as included in the city council packet of April 8, 2024 and further directs the City Clerk to execute said agreements and forms that represent the aforementioned terms and conditions.

BE IT FURTHER RESOLVED, that the city agrees to furnish payment to Consumers Energy in accordance with invoice #9326542631, charges totaling \$39,932 for furnishing and installation of lights, costs to be apportioned to the local street fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240408-8B

RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REMOVAL AND REPLACEMENT WORK ORDERS – HERITAGE VILLAGE

Motion by Councilmember: _____

WHEREAS, the street lights in the city are owned and operated by Consumers Energy Company (CE), a Michigan utility with principle offices located at One Energy Plaza, Jackson MI, 49201; and

WHEREAS, CE is the sole provider of street lights, electrical delivery, and maintenance on said lights in the County of Genesee, including Swartz Creek City; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised from time to time; and

WHEREAS, the City seeks additional changes to the street lighting services agreement that include the addition of lighting to a newer neighborhood and subsequent billing for such new lights; and

WHEREAS, Consumers Energy requires approval of an amendment to the existing street light contract and affirmation of the work orders to remove the existing lighting and install new lighting in accordance with the restated and amended lighting contract.

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2014, modified on November 1, 2018, in accordance with the Agreement for Modifications of Electric Facilities, dated January 1, 2024 and Authorization for Change in Standard Lighting Contract, as included in the April 8, 2024 City Council Packet.

BE IT FURTHER RESOLVED, that it is hereby deemed advisable to enter into a contract with Consumers Energy Company for furnishing lighting service within the City of Swartz Creek for a period of one year and thereafter from year to year, in accordance with the terms of the contract heretofore submitted to the city council.

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of form 547 as included in the city council packet of April 8, 2024 and further directs the City Clerk to execute said agreements and forms that represent the aforementioned terms and conditions.

BE IT FURTHER RESOLVED, that the city agrees to furnish payment to Consumers Energy in accordance with invoice #93264838651, charges totaling \$2,339 for furnishing and installation of lights, costs to be apportioned to the local street fund.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240408-8C

RESOLUTION TO APPROVE AN EXTENDED BID FOR HYDRANT PAINTING

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a water distribution system, which includes approximately 400 hydrants; and

WHEREAS, the hydrants on the system are of various ages, makes, and models, all of which should have an operating life of approximately 75 years; and

WHEREAS, the City maintains hydrants each year by operating the valves, flushing barrels, and lubricating nozzles; and

WHEREAS, the City seeks to add functional longevity to the hydrants installed prior to 2017 by stripping previous layers of paint and applying new coats of paint in a professional manner; and

WHEREAS, City Ordinance Section 2-406 encourages cooperative bidding, and the City of Battle Creek just solicited bids of an acceptable specification for said services; and

WHEREAS, the contractor of the low bid, Blas Tek, is offering to extend their bid, with the approved unit costs, to the City of Swartz Creek; and

WHEREAS, the City is opting to ensure that no lead paint is improperly removed or disposed of.

NOW THEREFORE, BE IT RESOLVED, the City of Swartz Creek hereby approves the Fire Hydrant Sandblasting & Painting bid price extension by Blas Tek in the amount of \$153 per unit, with approximately 300 units to be completed, including specifications as included in the April 8, 2024 city council packet, plus lead abatement, subject to completion of a standard contractors agreement by the city manager.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240408-8D RESOLUTION TO IMPOSE A MORATORIUM ON GROUND SOLAR LAND USES

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek Michigan Zoning Appendix A does not have provisions for large scale ground mounted solar equipment; and

WHEREAS, ground mounted solar installations of a commercial and industrial nature are becoming more prolific in rural and urban areas; and

WHEREAS, the State of Michigan Legislature, through Public Act 233 of 2023, has enacted legislation that will limit local control of the siting of such facilities, effective in November of 2024; and

WHEREAS, the City of Swartz Creek desires to create definitions, classifications, and regulations that pertain to ground mounted solar that will serve the best interest of the community and comply with state law; and

WHEREAS, the absence of any local regulations creates uncertainty and risk for potential developers of ground mounted solar, land owners, and impacted third parties in the City of Swartz Creek; and

WHEREAS, the City of Swartz Creek City Council finds that the siting of ground mounted solar and/or review of such facilities without siting considerations in the form of zoning constitutes a threat to the public health, safety and welfare of the city, by which no other action short of imposing a moratorium can adequately protect such health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED that the Swartz Creek City Council by this Resolution determines to place a moratorium upon the issuance of any permit, the processing of any permit application, the processing of any rezoning request, the processing of any site plan, the processing of any special land use, the processing of any variance or interpretation, and the processing of any other application under the zoning ordinance for the purpose of siting or installing ground mounted solar equipment, within its City Limits for a period of one hundred eighty (180) days, to allow the City Council to consider amendments to its Zoning Ordinances.

BE IT FURTHER RESOLVED that in compliance with section 25.15 of the zoning code for the City of Swartz Creek, this moratorium shall be effective immediately upon publication of this resolution in a newspaper of general circulation, date of publication April 11, 2024.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 240408-8E

RESOLUTION TO APPROVE INVOICE FOR COSMOS IN THE CREEK AND RELATED SIGN ACQUISITION

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek, through its Park Board, has planned, designed, and raised funds to install a model solar system, trail head signs, and related signs along the Genesee Valley Trail Extension; and,

WHEREAS, the crowdfunding campaign to raise \$50,000 is complete, with support from the Michigan Economic Development Corporation; and,

WHEREAS, Signs By Crannie has been the concept and design consultant for the project signs that were used in the crowdfunding campaign; and

WHEREAS, the City Council of Swartz Creek wishes to proceed with the concept as designed and proposed by Signs By Crannie, and further finds that this type of product is difficult to bid because of the specific design nature of each sign type and that proceeding with the purchase as presented to donors is in the financial best interest of the City.

NOW, THEREFORE BE IT RESOLVED the Swartz Creek City Council approves the concept and related invoice dated May 12, 2023 by Signs By Crannie, with expenses to be appropriated from funds raised for the purpose, with any additional expenses to be apportioned to Elms or Otterburn Park as appropriate.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 240408-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of April 8, 2024.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE March 25, 2024**

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

Councilmember absent/excused: Cramer.

Staff Present: Clerk Renee Kraft.

Others Present: Metro PD Lieutenant Michael Murphy, Dave Plumb, Jim Barclay, Joe Karlichek, Matthew Hoffman, Cierra Allen, Kirstie Brokaw, Mary McLanahan

Others Virtually Attended: Adam Zettel, Lania Rocha, Dennis Cramer

EXCUSE COUNCILMEMBER

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council excuse Councilmember Cramer.

Unanimous Voice Vote.

APPROVAL OF MINUTES

Resolution No. 240325-01

(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 March 11, 2024 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 240325-02

(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 March 25, 2024, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 240325-03

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of March 25, 2024, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Joe Karlichek: Running for County Commissioner in the 8th District. Briefed Council on Genesee County issues he will work on.

COUNCIL BUSINESS:

RESOLUTION TO PROCLAIM NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK IN SWARTZ CREEK

Resolution No. 240325-04

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Swartz Creek emergency communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of Genesee County 9-1-1 have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE BE IT RESOLVED that the City Council of Swartz Creek declares the week of April 14 through 20, 2024, to be National Public Safety Telecommunicators Week in Swartz Creek in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A PUBLIC PLACE PERMIT FOR THE JEEPERS CREEKERS WEEKLY MARKET

Resolution No. 240325-05

(Carried)

Motion by Councilmember Knickerbocker

Second by Councilmember Gilbert

WHEREAS, Jeepers Creekers, Inc. is a recognized charitable entity that is in good standing and that operates in Swartz Creek; and

WHEREAS, said organization proposes to organize and host a monthly vendor market within Holland Square, including food trucks, and they therefore seek a permit to use the

city plaza from 3:00 p.m. to 8:30 p.m. on the following Tuesdays of May 14th, June 11th, July 9th, August 13th, and September 10th; and

WHEREAS, the City Council finds the organization and the event to be beneficial to the public and in good standing.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek hereby approves the application for a street usage permit to conduct a craft market and food truck event on the Tuesdays of May 14th, June 11th, July 9th, August 13th, and September 10th, from 3:00 p.m. to 8:30 p.m., applicant: the Jeepers Creekers, Inc., in accordance with the application submitted, under the direction and control of the Chief of Police.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A LEASE WITH FLINT & GENESEE FOUNDATION TO PROVIDE SMALL BUSINESS DEVELOPMENT SERVICES FROM THE CITY OFFICE

Resolution No. 240325-06

(Carried)

Motion by Councilmember Spillane

Second by Councilmember Henry

WHEREAS, the City of Swartz Creek supports small business development within and around the community of Swartz Creek; and

WHEREAS, the Flint and Genesee Foundation (Foundation), a partner of the Flint & Genesee Chamber provides small business development services in the region; and

WHEREAS, the Foundation in receiving grant funds to support up to three years of small business development services in proxy locations within the region, said services to be delivered in up to three sub-hub locations; and

WHEREAS, the City of Swartz Creek has available office space, public accessibility, supplemental support staff, and a shared vision for promoting small business growth; and

WHEREAS, the Foundation is offering \$400 per month to rent one office for use one day a week to provide said services; and

WHEREAS, the Foundation does not require any technology equipment, access keys, server access, or supplies to conduct said services.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the Property Lease with the Flint & Genesee Foundation as included in the March 25, 2024 city council packet.

BE IT FURTHER RESOLVED, that the City Council authorizes and directs the Mayor to execute said proposal on behalf of the city.

Discussion Ensued.

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

COMMISSION APPOINTMENTS

Resolution No. 240325-07

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

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

WHEREAS, there exist vacancies for such positions; and

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

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

#240325-8D1 **MAYOR APPOINTMENT:** **Connie King**
Downtown Development Authority, Property Interest
Four-year term, expiring June 30, 2028

#240325-8D2 **MAYOR APPOINTMENT:** **Julie Kallas**
Downtown Development Authority, Property Interest
Four-year term, expiring June 30, 2028

#240325-8D3 **MAYOR APPOINTMENT:** **Rae Lynn Hicks**
Metro Police Board, Resident
Three-year term, expiring January 31, 2027

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Mary McLanahan: Metro Police came out to her street to patrol and she didn't like where they were sitting.

REMARKS BY COUNCILMEMBERS:

Mayor Pro Tem Hicks: General Federation of Women's Club, Fire Department and Senior Center put on a program called "Steps to Safety." It was well received.

Councilmember Gilbert: Thanked the people who are part of National Public Safety.

Councilmember Knickerbocker: March 26 is the Chamber luncheon. Thanked the 911 team for all they do.

Councilmember Spillane: Thanked the 911 team for the public service that everyone does and the great job that they do. Fielded complaints about the new signage on Morrish Road. Demolition work is appreciated.

ADJOURNMENT

Resolution No. 240325-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 7:59 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Renee Kraft, CMC, MiPMC, City Clerk

Public Works
Monthly Work Orders

04/01/24

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
24-000002 COMPLETED	AL10-004265-0000-01	WOODSIDE BUILDERS INC 4265 ALEX MARIN DR	03/06/24 03/06/24	SET DUMMY METER
24-000047 COMPLETED	JI10-009179-0000-03	BERRY, JENNY 9179 JILL MARIE LN	03/22/24 03/22/24	WATER LEAK
24-000048 COMPLETED	MI10-009015-0000-02	MAC PIZZA, LLC 9015 MILLER RD	03/22/24 03/22/24	WATER LEAK
24-000049 COMPLETED	YO10-009182-0000-03	DIEL, ROBECCA 9182 YOUNG DR	03/22/24 03/22/24	WATER LEAK
24-000050 COMPLETED	BR20-007028-0000-01	HELLINGER, CHARLES 7028 BRISTOL RD	03/27/24 03/27/24	WATER LEAK
BXRP24-0228 COMPLETED	WI10-005262-0000-01	SCHERBOVICH, SANDRA E 5262 WINSHALL DR	03/01/24 03/01/24	CURB BOX REPAIR
CKME24-0532	MO10-005152-B112-01	RIVERSIDE MANOR TOWNHOUSES 5152 MORRISH # B112 RD	03/19/24	CHECK METER
CKME24-0533 COMPLETED	BR20-006457-0000-03	PAGE, ASHLEY 6457 BRISTOL RD	03/25/24 03/25/24	CHECK METER
CKME24-0534 COMPLETED	JI10-009214-0000-07	BROWDER, PEGGY 9214 JILL MARIE LN	03/22/24 03/25/24	CHECK METER
CKME24-0535 COMPLETED	MP10-007252-0000-02	HURSIN, MILLIE 7252 MAPLECREST CIR	03/22/24 03/22/24	CHECK METER
CKME24-0537 CANCELLED	EL10-004325-0000-01	CARWILE, STEPHEN 4325 ELMS RD	03/26/24 03/25/24	CHECK METER
CKME24-0538 COMPLETED	CC10-007370-0000-02	MYSLICKI, LAUREN 7370 CROSS CREEK DR	03/26/24 03/26/24	CHECK METER
CKME24-0539 COMPLETED	CC10-007386-0000-02	BEGGS, CAROL 7386 CROSS CREEK DR	03/26/24 03/26/24	CHECK METER
CKME24-0540 COMPLETED	MI10-007480-0000-01	HAMADY, NASRI & SALWA 7480 MILLER RD	03/26/24 03/26/24	CHECK METER
CKME24-0541 COMPLETED	SP10-004412-0000-03	BOMMARITO, JUDITH 4412 SPRINGBROOK DR	03/26/24 03/26/24	CHECK METER
CKME24-0542 COMPLETED	MO10-004412-0000-03	ZAHRFELD, LOGAN 4412 MORRISH RD	03/27/24 03/27/24	CHECK METER
CKME24-0543 COMPLETED	SE20-005464-0000-02	PFEIFFER, BEATRIZ 5464 SEYMOUR RD	03/28/24 03/28/24	CHECK METER
CKME24-0544 COMPLETED	MI10-007499-0000-01	KING, HOWARD 7499 MILLER RD	03/26/24 03/26/24	CHECK METER
CKME24-0545 COMPLETED	MO10-005126-0000-01	JEWETT, MARK 5126 MORRISH RD	03/27/24 03/27/24	CHECK METER
CKME24-0549 COMPLETED	MO10-004278-0000-04	SWARTZ CREEK INVESTMENTS 4278 MORRISH RD	03/28/24 03/28/24	CHECK METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
CKME24-0550 COMPLETED	MI10-008093-0000-01	NARDUCCI, HEATHER 8093 MILLER RD	03/28/24 03/28/24	CHECK METER
DAPU24-0049 COMPLETED	MI10-007146-0000-02	TENNANT, MISTY 7146 MILLER RD	03/06/24 03/06/24	DEAD ANIMAL PICK U
DRAN24-0103 COMPLETED	PA10-007064-0000-01	TAVERNITI, TIMOTHY 7064 PARK RIDGE PKY	03/04/24 03/06/24	STORM DRAINS
GWO24-0704	EL10-004237-0000-01	MCDONALD'S CORP 4237 ELMS RD	03/05/24	GENERIC WORK ORDEI
GWO24-0705 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/08/24 03/13/24	GENERIC WORK ORDEI
GWO24-0706 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/08/24 03/13/24	GENERIC WORK ORDEI
LNDS24-0180	MI10-008475-0000-07	POLLARD, HOPE B 8475 MILLER RD	03/13/24	LANDSCAPING
MNT24-0451	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	03/08/24	BUILDING MAINTENAI
MNT24-0452 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/13/24 03/13/24	BUILDING MAINTENAI
MNT24-0453	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/15/24	BUILDING MAINTENAI
MTRP24-0740 COMPLETED	JE10-004010-0000-02	HATCH, JANICE 4010 JENNIE LN	03/01/24 03/01/24	METER REPAIR
MTRP24-0741 COMPLETED	EL10-003235-0000-06	DECKER, MARCIE 3235 ELMS RD	03/05/24 03/05/24	METER REPAIR
MTRP24-0742 COMPLETED	PA10-007208-0000-01	WYKES, SCOT 7208 PARK RIDGE PKY	03/01/24 03/01/24	METER REPAIR
MTRP24-0743 COMPLETED	NO10-009159-0000-01	WILLIAMS, PATRICIA 9159 NORBURY DR	03/07/24 03/07/24	METER REPAIR
MTRP24-0744 COMPLETED	YO10-009220-0000-01	AUTEN, SHELIA 9220 YOUNG DR	03/12/24 03/12/24	METER REPAIR
MTRP24-0745 COMPLETED	SE20-005463-0000-01	SCHLADER, DAVID 5463 SEYMOUR RD	03/07/24 03/07/24	METER REPAIR
MTRP24-0746 COMPLETED	MO10-005280-0000-04	SLIEFF, LAURA 5280 MORRISH RD	03/07/24 03/07/24	METER REPAIR
MTRP24-0747 CANCELLED	IN10-008100-0000-01	KING, SCOTT 8100 INGALLS ST	03/08/24 03/08/24	METER REPAIR
MTRP24-0748 COMPLETED	BI10-005272-0000-01	MILTICH, MARK 5272 BIRCHCREST DR	03/08/24 03/08/24	METER REPAIR
MTRP24-0749 COMPLETED	LU10-009161-0000-02	GEMMILL, STEPHEN 9161 LUEA LN	03/08/24 03/08/24	METER REPAIR
MTRP24-0750 COMPLETED	AL10-004265-0000-01	WOODSIDE BUILDERS INC 4265 ALEX MARIN DR	03/11/24 03/11/24	METER REPAIR
MTRP24-0751	HQ10-005023-0000-01	HULL-STEPHENS & ASSOC	03/14/24	METER REPAIR

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
COMPLETED		5023 HOLLAND DR	03/14/24	
MTRP24-0752 COMPLETED	BR20-006353-0000-01	HENRY, RICHARD 6353 BRISTOL RD	03/18/24 03/18/24	METER REPAIR
MTRP24-0753 COMPLETED	MI10-006197-0000-03	DESERT SUN HOLDINGS LLC 6197 MILLER RD	03/18/24 03/18/24	METER REPAIR
MTRP24-0754 COMPLETED	EL10-003267-0000-02	WIEDERMAN, DIANNA 3267 ELMS RD	03/19/24 03/19/24	METER REPAIR
MTRP24-0755 COMPLETED	MC10-005070-0000-05	MC LANAHAN, MARRIANNE 5070 MC LAIN ST	03/19/24 03/19/24	METER REPAIR
MTRP24-0756 COMPLETED	JI10-009285-0000-01	IAQUINTO, SAM III 9285 JILL MARIE LN	03/19/24 03/19/24	METER REPAIR
REPL24-0093 COMPLETED	DU10-005296-0000-03	MOLNAR, JON 5296 DURWOOD DR	03/09/24 03/09/24	METER REPLACEMENT
REPL24-0094	MP10-007263-0000-01	MULLEN, JOHN 7263 MAPLECREST CIR	03/12/24	METER REPLACEMENT
REPL24-0095 COMPLETED	MO10-004505-0000-10	DOMESTIC REAL ESTATE INVESTM 4505 MORRISH RD	03/28/24 03/28/24	METER REPLACEMENT
RPLR24-0046 COMPLETED	FI10-005037-0000-04	CLIMER, JUDY 5037 FIRST ST	03/13/24 03/13/24	REPLACE READER
SAMP24-0051 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	03/05/24 03/05/24	WATER SAMPLES
SAMP24-0052 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	03/12/24 03/12/24	WATER SAMPLES
SAMP24-0053 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	03/19/24 03/19/24	WATER SAMPLES
SAMP24-0054 COMPLETED	MO10-005121-0000-01	SWARTZ CREEK DPW, CITY OF 5121 MORRISH RD	03/26/24 03/26/24	WATER SAMPLES
SETM24-0120 COMPLETED	MI10-005428-0000-16	WURN, TRENTON 5428 MILLER RD	03/06/24 03/06/24	SET METER
SI-000081 COMPLETED	MI10-008077-0000-02	KALLAS, JULIE 8077 MILLER RD	03/11/24 03/12/24	SIGNS
STRT24-0164 COMPLETED	DO10-005334-0000-04	GALLOWAY, SHEREE 5334 DON SHENK DR	03/05/24 03/05/24	STREET REPAIR
SWBK24-0103 COMPLETED	HT10-003426-0000-00	WARREN, TRACY 3426 HERITAGE BLVD	03/13/24 03/13/24	SEWER BACKUP
WOFF24-2746 COMPLETED	MI10-008346-0000-02	SPOWL, CLARE 8346 MILLER RD	03/19/24 03/19/24	WATER TURN OFF
WOFF24-2747 COMPLETED	CO30-006280-0000-02	TILLEY, MICHAEL 6280 CONCORD DR	03/19/24 03/19/24	WATER TURN OFF
WPRESS24-000053 COMPLETED	WI10-005145-0000-02	RANISZEWSKI, MARK 5145 WINSHALL DR	03/01/24 03/01/24	WATER PRESSURE
WPRESS24-000054 COMPLETED	CA10-008444-0000-03	BEVERLY, STEVEN 8444 CAPPY LN	03/07/24 03/07/24	WATER PRESSURE

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
WTON24-1658 COMPLETED	HT10-003349-0000-03	TRACY, VICTORIA J 3349 HERITAGE BLVD	03/14/24 03/14/24	WATER TURN ON
WTON24-1673 COMPLETED	MO10-004426-0000-04	SATCHELL, TOM 4426 MORRISH RD	03/12/24 03/12/24	WATER TURN ON
WTON24-1674 COMPLETED	CO30-006280-0000-02	TILLEY, MICHAEL 6280 CONCORD DR	03/19/24 03/19/24	WATER TURN ON
WTON24-1675 COMPLETED	MI10-008346-0000-02	SPROWL, CLARE 8346 MILLER RD	03/19/24 03/19/24	WATER TURN ON

Total Records: 67

Report Generated: 4/1/2024 2:53 PM

Report Options: Scheduled From: 3/1/2024 To: 3/31/2024

City of Swartz Creek

Building Permit List

2024

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
Building								
PB2300068	03/07/24	COOKS, CORI	8108456171	58-31-100-022	\$305,500	\$1,231.00	6376 MILLER RD 48473-Res Modular Home	
PB2400004	03/05/24	Raves Construction and Demoli	(248) 887 0644	58-36-576-012	\$235,000	\$930.00	7084 MILLER RD 48473-Com Add/Alter/Repair	
PB2400008	03/04/24	C & L Ward Bros Co	(810) 652 6622	58-02-526-047	\$3,148	\$105.00	5110 MC LAIN ST 48473-Res Add/Alter/Repair	
PB2400009	03/06/24	Hanson's Window & Constructi	(248) 581 3030	58-35-400-004	\$0	\$100.00	8196 MILLER RD 48473-Roofing	
PB2400010	03/05/24	RICO CONSTRUCTION LLC	(810) 893 4761	58-29-551-002	\$0	\$0.00	5472 MILLER RD 48473-Demolish Structure	
PB2400011	03/07/24	D & W Windows & Enclosures	(810) 658 8777	58-36-530-002	\$31,000	\$328.00	7221 PARK RIDGE PKWY 48473-Res Add/Alter/Repair	
PB2400012	03/11/24	Lockhart Roofing Co.	(810) 235 9866	58-03-533-007	\$0	\$100.00	5203 SEYMOUR RD 48473-Roofing	
PB2400014	03/11/24	Lockhart Roofing Co.	(810) 235 9866	58-36-526-062	\$0	\$100.00	7085 BRISTOL RD 48473-Roofing	
PB2400015	03/14/24	C & L Ward Bros Co	(810) 652 6622	58-03-532-025	\$4,078	\$115.00	5160 DAVAL DR 48473-Res Add/Alter/Repair	
PB2400016	03/18/24	D & J Carpentry LLC	(248) 521 1990	58-30-651-005	\$14,500	\$229.00	6365 AUGUSTA ST 48473-Res Deck	
PB2400017	03/14/24	TruEco Construction	(810) 620 2250	58-36-551-002	\$0	\$100.00	4473 MORRISH RD 48473-Roofing	
PB2400018	03/26/24	Renewal by Andersen	(734) 237 1065	58-03-531-125	\$9,547	\$165.00	9209 YOUNG DR 48473-Res Add/Alter/Repair	
PB2400021	03/27/24	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-095	\$201,540	\$1,102.00	4261 ALEX MARIN DR 48473 Res Condo	
Total:		13 Permits	Value: \$804,313		Fee Total: \$4,605.00		Total Number of Dwelling Units	2

Electrical

PE2400003	03/08/24	KB Electric	(810) 691 0595	58-36-676-094	\$0	\$390.00	4251 ALEX MARIN DR 48473 Electrical
PE2400006	03/06/24	McCarthy Electric	(810) 659 8723	58-01-502-092	\$0	\$140.00	7508 WADE ST 48473 Electrical
PE2400007	03/07/24	SGI Heating & Cooling	(810) 820 4604	58-03-576-010	\$0	\$145.00	9299 HILL RD 48473-Electrical
PE2400008	03/08/24	KB Electric	(810) 691 0595	58-36-676-093	\$0	\$340.00	4247 ALEX MARIN DR 48473 Electrical
PE2400009	03/12/24	BENCHECK, ANTHONY		58-02-501-079	\$0	\$140.00	8461 MILLER RD 48473-Electrical
PE2400010	03/19/24	Ludington Electric	(989) 729 9473	58-35-551-006	\$0	\$215.00	8486 MILLER RD 48473-Electrical

04/01/24

City of Swartz Creek Building Permit List 2024

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction		
Total:		6 Permits		Value: \$0		Fee Total: \$1,370.00		Total Number of Dwelling Units	0

Mechanical

PM240008	03/07/24	SGI Heating & Cooling	(810) 820 4604	58-03-576-010	\$0	\$190.00	9299 HILL RD	48473-Mechanical	
PM240011	03/28/24	Adkisson & Sons Htg & Clg Inc	(810) 695 9300	58-35-576-025	\$0	\$160.00	8104 MILLER RD	48473-Mechanical	
PM240012	03/28/24	Premier Plumbing	(517) 223 4360	58-02-100-009	\$0	\$135.00	8603 MILLER RD	48473-Mechanical	
PM240013	03/28/24	Premier Plumbing	(517) 223 4360	58-02-100-009	\$0	\$140.00	8603 MILLER RD	48473-Mechanical	
Total:		4 Permits		Value: \$0		Fee Total: \$625.00		Total Number of Dwelling Units	0

Plumbing

PP240006	03/11/24	D & M Plumbing Specialists, In	(248) 666 3300	58-36-576-012	\$0	\$345.00	7084 MILLER RD	48473-Plumbing	
PP240007	03/15/24	Foundation Systems of Michiga	(734) 838 3895	58-36-676-037	\$0	\$135.00	4375 MAYA LN	48473-Plumbing	
PP240008	03/26/24	Terry Allen Plbg & Htg Co	(810) 232 8270	58-03-531-023	\$0	\$134.00	9293 OAKVIEW DR	48473-Plumbing	
PP240009	03/28/24	Premier Plumbing	(517) 223 4360	58-02-100-009	\$0	\$309.00	8603 MILLER RD	48473-Plumbing	
PP240010	03/28/24	Premier Plumbing	(517) 223 4360	58-02-100-009	\$0	\$317.00	8603 MILLER RD	48473-Plumbing	
Total:		5 Permits		Value: \$0		Fee Total: \$1,240.00		Total Number of Dwelling Units	0

Right of Way

PROW-0277	03/14/24	Candy Taphouse	(517) 266 5755	58-02-529-031	\$0	\$0.00	5070 MORRISH RD	48473-Right of way	
Total:		1 Permits		Value: \$0		Fee Total: \$0.00		Total Number of Dwelling Units	0

City of Swartz Creek Building Permit List 2024

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Zoning							
PZ24-0005	03/14/24	BELL, AUDRA & FLOYD	(810) 610 5344	58-02-526-016	\$8,000	\$25.00 5121 SCHOOL ST	484731Fence
Total:		1 Permits	Value: \$8,000		Fee Total:	\$25.00	Total Number of Dwelling Units 0

Permit Total: 30 **Value: \$812,313** **Fee Total: \$7,865.00**

Permit.DateIssued Between 3/1/2024 12:00:00 AM AND 3/31/2024 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
4534 RAUBINGER RD	58-01-501-014	Status	03/04/2024	03/04/2024	Partially Complied
4165 MORRISH RD	58-36-751-001	Final Zoning	03/04/2024	03/04/2024	Approved
7508 WADE ST	58-01-502-092	Service	03/04/2024	03/04/2024	Approved
5090 FAIRCHILD ST	58-02-526-081	Status	03/05/2024	03/05/2024	Complied
8541 MILLER RD	58-02-100-003	Status	03/05/2024	03/05/2024	Partially Approved
1 DRAGON DR	58-02-100-006	Above Ceiling	03/05/2024	03/05/2024	Approved
9288 CHESTERFIELD DR	58-03-531-015	Ordinance	03/05/2024	03/05/2024	No Violation
4182 HICKORY LN	58-36-530-009	Rough & Final	03/05/2024	03/05/2024	Approved
4251 ALEX MARIN DR	58-36-676-094	Underground	03/05/2024	03/05/2024	Approved
4290 MORRISH RD	58-35-400-001	Open Hole	03/07/2024	03/07/2024	Approved
3441 HERITAGE BLVD	58-30-651-026	Ordinance	03/07/2024	03/12/2024	Violation(s)
4251 ALEX MARIN DR	58-36-676-094	Basement floor	03/07/2024	03/07/2024	Approved
4251 ALEX MARIN DR	58-36-676-094	Garage Floor	03/07/2024	03/07/2024	Approved
4197 MOUNTAIN ASH LN	58-36-529-022	Final	03/07/2024	03/07/2024	Approved
5472 MILLER RD	58-29-551-002	Backfill	03/07/2024	03/07/2024	Approved
4251 ALEX MARIN DR	58-36-676-094	Service	03/08/2024	03/08/2024	Approved
4247 ALEX MARIN DR	58-36-676-093	Service	03/08/2024	03/08/2024	Approved
4265 ALEX MARIN DR	58-36-676-096	Final	03/11/2024	03/11/2024	Approved
7084 MILLER RD	58-36-576-012	Rough	03/11/2024	03/11/2024	Approved
7025 MILLER RD	58-36-577-006	Backfill	03/11/2024	03/11/2024	Approved
5020 FORD ST	58-02-528-009	Status	03/12/2024	03/12/2024	Complied
9015 MILLER RD	58-02-100-002	Status	03/12/2024	03/12/2024	No Change
4534 RAUBINGER RD	58-01-501-014	Status	03/12/2024	03/12/2024	Complied
6165 MILLER RD	58-31-527-009	Ordinance	03/12/2024		
7084 MILLER RD	58-36-576-012	Underground	03/12/2024	03/12/2024	Approved
8541 MILLER RD	58-02-100-003	Site Inspection	03/14/2024	03/14/2024	Partially Approved
5203 BIRCHCREST DR	58-03-531-087	Final Zoning	03/14/2024	03/14/2024	Approved
5058 WINSTON DR	58-02-501-071	Ordinance	03/14/2024	03/14/2024	Violation(s)
9135 CHELMSFORD DR	58-03-528-003	Ordinance	03/14/2024	03/14/2024	Violation(s)
7096 PARK RIDGE PKWY	58-36-528-001	Ordinance	03/14/2024	03/14/2024	Violation(s)
9288 CHESTERFIELD DR	58-03-531-015	Status	03/14/2024	03/14/2024	Locked Out
4369 ROUNDHOUSE RD	58-36-300-029	Initial	03/14/2024		
6365 AUGUSTA ST	58-30-651-005	Post Hole	03/18/2024	03/18/2024	Approved
9128 CHESTERFIELD DR	58-03-526-015	Final	03/19/2024	03/19/2024	Approved
3415 ELMS RD	58-30-551-007	Ordinance	03/19/2024	03/19/2024	Violation(s)
3391 ELMS RD	58-30-551-008	Ordinance	03/19/2024	03/19/2024	Violation(s)

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5058 WINSTON DR	58-02-501-071	Status	03/19/2024	03/19/2024	Complied
9135 CHELMSFORD DR	58-03-528-003	Status	03/19/2024	03/19/2024	Complied
7096 PARK RIDGE PKWY	58-36-528-001	Status	03/19/2024	03/19/2024	Complied
4265 ALEX MARIN DR	58-36-676-096	Final	03/19/2024	03/19/2024	Disapproved
9015 MILLER RD	58-02-100-002	Final Letter	03/20/2024	03/20/2024	Violation(s)
9288 CHESTERFIELD DR	58-03-531-015	Site Inspection	03/20/2024		
8486 MILLER RD	58-35-551-006	Service	03/20/2024	03/20/2024	Approved
9015 MILLER RD	58-02-100-002	Status	03/22/2024	03/22/2024	Partially Complied
5393 DON SHENK DR	58-03-579-013	Status	03/26/2024		
9140 LUEA LN	58-03-626-006	Final Zoning	03/27/2024	03/27/2024	Approved
6217 BAINBRIDGE DR	58-30-651-099	Post Hole-Rear Decl	03/27/2024	03/27/2024	Approved
7493 MILLER RD	58-01-501-001	Status	03/28/2024		
8541 MILLER RD	58-02-100-003	Status	03/28/2024	03/28/2024	Partially Approved
4375 MAYA LN	58-36-676-037	Final	03/28/2024	03/28/2024	Approved
7088 PARK RIDGE PKWY	58-36-527-017	Final	03/28/2024	03/28/2024	Approved

Inspections: 51

Population: All Records

Inspection.DateTimeScheduled Between 3/1/2024 12:00:00 AM AND 3/31/2024 11:59:59 PM

Certificates With Inspections

04/01/2024

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
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Population: All Records

Record Count: 0

Certificate.DateIssued Between 3/1/2024 12:00:00 AM
AND 3/31/2024 11:59:59 PM

Enforcements By Category

04/01/24

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E24-011	6165 MILLER RD	Closed	03/12/24	03/12/24
E24-016	3391 ELMS RD	Violation	03/18/24	
E24-015	3415 ELMS RD	Violation	03/18/24	
			Total Entries: 3	

PARKING

Enforcement Number	Address	Status	Filed	Closed
E24-014	7096 PARK RIDGE PKWY	Closed	03/14/24	03/19/24
E24-013	9135 CHELMSFORD DR	Closed	03/13/24	03/19/24
E24-012	5058 WINSTON DR	Closed	03/13/24	03/19/24
			Total Entries: 3	

UNLICENSED VEHICLES

Enforcement Number	Address	Status	Filed	Closed
E24-010	3441 HERITAGE BLVD	Violation	03/06/24	
			Total Entries: 1	

ZONING

Enforcement Number	Address	Status	Filed	Closed
E24-009	9288 CHESTERFIELD DR	Inspection Pending	03/05/24	
			Total Entries: 1	

Total Records: 8

Population: All Records

Enforcement.DateFiled Between 3/1/2024 12:00:00 AM AND 3/31/2024 11:59:59 PM



CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

March 28, 2024

NOTIFICATION #:
1066361500 - 1069856883

CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1377

REFERENCE: 0 BLOCK OF GREENLEAF DR PHASE 3, SWARTZ CREEK

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:	\$ 5,267.00
Winter Construction Costs:	\$ -
Installation Charge:	\$ 1,500.00
Additional Costs	\$ 33,165.00
Total Estimated Cost:	\$ 39,932.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$ 39,932.00</u>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Tanya Gilroy at 616-251-0574



30	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
31	INSTALL	SEC RISER FIGURE 63-20-1
29	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
28	INSTALL	SEC RISER FIGURE 63-20-1
27	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
26	INSTALL	SEC RISER FIGURE 63-20-1
25	REPLACE	100W HPS/40W LED FIGURE 42-102-1
24	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
23	INSTALL	SEC RISER FIGURE 63-20-1
22	REPLACE	100W HPS/40W LED FIGURE 42-102-1
21	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
20	INSTALL	SEC RISER FIGURE 63-20-1
19	REPLACE	100W HPS/40W LED FIGURE 42-102-1
18	REPLACE	100W HPS/40W LED FIGURE 42-102-1
17	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
16	INSTALL	SEC RISER FIGURE 63-20-1
15	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
14	INSTALL	SEC RISER FIGURE 63-20-1
13	REMOVE	35-6 INSTALL 35-4 SEC RISER FIGURE 63-20-1 TRANSFER STLT SEC DE
12	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
11	INSTALL	SEC RISER FIGURE 63-20-1
10	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
9	REPLACE	100W HPS/40W LED FIGURE 42-102-1
8	INSTALL	SEC RISER FIGURE 63-20-1
7	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
6	INSTALL	SEC RISER FIGURE 63-20-1
5	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
4	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8
3	INSTALL	SEC RISER FIGURE 63-20-1
2	INSTALL	SEC RISER FIGURE 63-20-1
1	INSTALL	14' ORNAMENTAL BLK FG FLUTED POLE FIGURE 42-212-3 AVERY POST TOP FIGURE 42-215-8

SWARTZ CREEK SWARTZ CREEK/ GREENLEAF DR PH3 ECNC STL CIRCUIT: MORRISH ROAD 01 TLM NUMBER: 06550314 # OF RODS: 1 OHMS: --- CE STAKING REQ'D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FORESTRY REQ'D: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	WD NO. 0398	METER ORDER NUMBER ---	METER NUMBER ---	READ ---	METER LOCATION ---									
ORDER TYPE ECNC STL NOTIFICATION NUMBER 1066361500 DESIGN NUMBER 11517665 ORDER NUMBER 1069856883 11618651	CM NO. 100007259488	JOB PURPOSE: UPGRADE AND INSTALLATION OF LED STREET LIGHTING FOR THE CITY OF SWARTZ CREEK PROJECT												
UPSTREAM SECTIONALIZING DEVICE: ---	CONSUMERS ENERGY CONTACTS <table border="1"> <tr> <th>DEPARTMENT</th> <th>NAME</th> <th>NUMBER</th> </tr> <tr> <td>COORDINATOR</td> <td>TONYA GILROY</td> <td>616-251-0574</td> </tr> <tr> <td>DESIGNER</td> <td>KERRY SWIDER</td> <td>810-760-3335</td> </tr> </table>					DEPARTMENT	NAME	NUMBER	COORDINATOR	TONYA GILROY	616-251-0574	DESIGNER	KERRY SWIDER	810-760-3335
DEPARTMENT	NAME	NUMBER												
COORDINATOR	TONYA GILROY	616-251-0574												
DESIGNER	KERRY SWIDER	810-760-3335												
SHEET D SHEET 1 OF 1 SCALE 1"=90' 50 GENESEE CO GAINES TWP T 06N R 05E SEC. 03														

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input checked="" type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION: 1066361500 - 1069856883	



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 2/5/2024 Notification Number: 1066361500 (Drawing Attached, Exhibit A)

Company: CONSUMERS ENERGY COMPANY a Michigan Corporation Customer: CITY OF SWARTZ CREEK (Name)

530 W. Willow St 8083 CIVIC DR (Street and Number) Lansing, MI 48909-7662 SWARTZ CREEK, MI 48473-1377 (Address) (City, State and Zip Code)

Attention: ADAM

Service Location: 0 BLOCK OF GREENLEAF DR PHASE 3 SWARTZ CREEK

Township GAINES County GENESEE Town 06 Range 55 Section 03

Price: \$ 39,932.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY CITY OF SWARTZ CREEK (Customer)

By (Signature)

By (Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title

Title



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 100000431294

Consumers Energy Company is authorized as of _____ by the City of SWARTZ CREEK, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2014.

Lighting Type: General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2014 shall remain in full force and effect.

Contract Number: 103033446230

Consumers Energy Company is authorized as of _____ by the City of SWARTZ CREEK, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2018 shall remain in full force and effect.

Notification Number(s): 1066361500

Comments:

City of SWARTZ CREEK

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2014, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF GENESEE

I, _____, clerk of the City of SWARTZ CREEK do hereby certify that the foregoing resolution was duly adopted by the

commission council board of said municipality, at the meeting held on _____.

Dated:

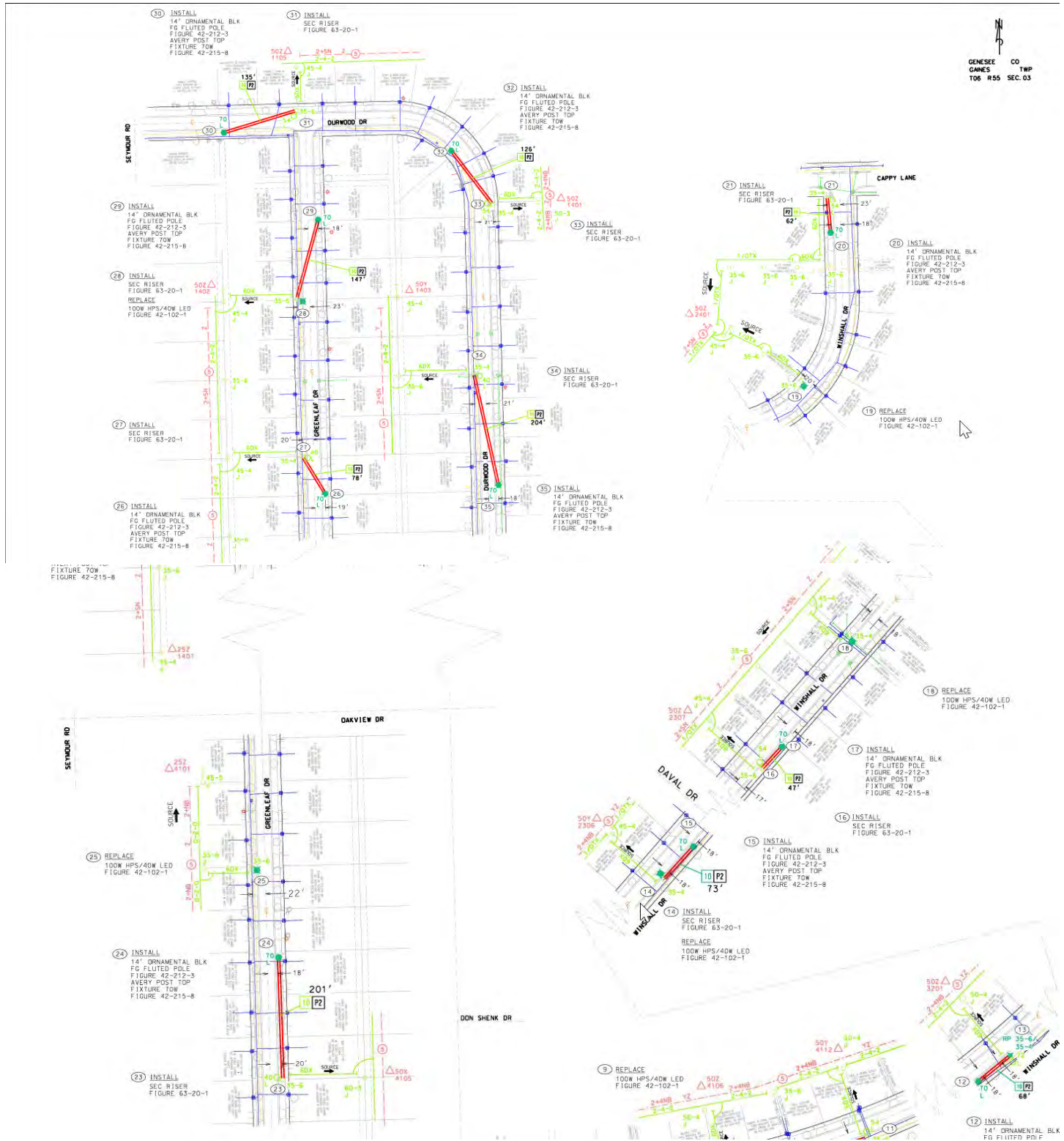
Municipal Customer Type: City

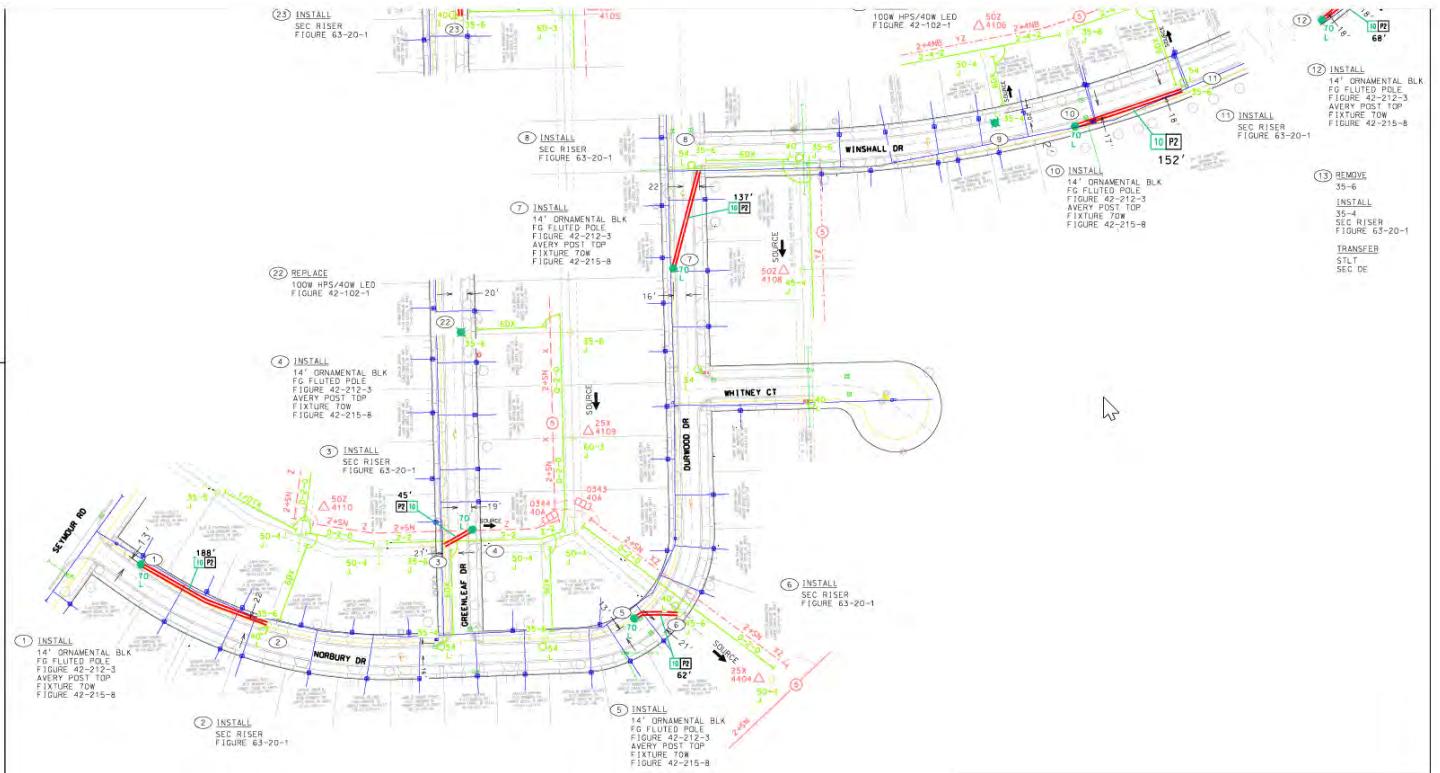
GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

- (6) 100 watt HPS Cobrahead NA to Remove at location GREENLEAF DR PHASE 3;

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (15) 70 watt LED White Post Top Avery to Install at location GREENLEAF DR PHASE 3;
- (6) 40 watt LED White Cobrahead NA to Install at location GREENLEAF DR PHASE 3;







CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1377

Amount Due: \$39,932.00
Please pay by: April 11, 2024

Invoice Number	9326542631
PO Number	
PO Date	
Bill Date	03/28/24

Account: 3000 2204 0251

0 BLOCK OF GREENLEAF DR PHASE 3 SWARTZ CREEK - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -
- 1066361500 - 1069856883 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Elec Streetlights-CIAC	15.0 EA	\$100.00	\$1,500.00
Elec Stlts-CIAC Fiberglass Fluted Blk NB	15.0 EA	\$1,136.00	\$17,040.00
Elec Stlts-CIAC LED Avery Cutoff	15.0 EA	\$1,075.00	\$16,125.00
Elec Stlts-CIAC HPS/LED TPC	1.0 EA	\$5,267.00	\$5,267.00

TOTAL DUE: \$39,932.00

See Page 2 for Payment Options.
Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2204 0251

Amount Due: \$39,932.00
Please pay by: April 11, 2024
Enclosed:

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com

Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593

Discover® MasterCard®
Visa® or eCheck



By mail

Check, money order

Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274 0309



In person

Cash, check, card
or money order

Varies by authorized payment location

Fees may apply



CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

April 2, 2024

NOTIFICATION #:
1069105936

CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1377

REFERENCE: 3358 HERITAGE BLVD, SWARTZ CREEK

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge:	\$ 1,100.00
Additional Costs	\$ 1,239.00
Total Estimated Cost:	\$ 2,339.00
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$ 2,339.00</u>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Tanya Gilroy at 616-251-0574



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Tanya Gilroy at 616-251-0574

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
<input checked="" type="checkbox"/>	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
<input type="checkbox"/>	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
<input type="checkbox"/>	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION: 1069105936	



AGREEMENT FOR MODIFICATIONS OF ELECTRIC FACILITIES (NONREFUNDABLE)

PART I

Effective Date: 1/30/2024 Notification Number: 1069105936 (Drawing Attached, Exhibit A)

Company:

CONSUMERS ENERGY COMPANY a Michigan Corporation

Customer:

CITY OF SWARTZ CREEK (Name)

530 W. Willow St

8083 CIVIC DR

Lansing, MI 48909-7662 (Address)

(Street and Number)

SWARTZ CREEK, MI 48473-1377 (City, State and Zip Code)

Attention: ADAM ZETTEL

Service Location: 3358 HERITAGE BLVD SWARTZ CREEK

Township GAINES

County GENESEE

Town 06

Range 55

Section 01

Price: \$ 2,339.00

NOTE: ADDITIONAL CHARGES MAY BE OWED. SEE PART II, SECTION 2 and 5 FOR DETAILS.

The Price is good for sixty (60) days from the effective date above. Part II, CONSUMERS' FACILITIES AGREEMENT TERMS AND CONDITIONS is attached hereto and is a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID TERMS AND CONDITIONS. CONSUMERS ENERGY COMPANY EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SET FORTH IN ANY PURCHASE ORDER ISSUED BY CUSTOMER OR IN ANY OTHER CONTRACT DOCUMENT ISSUED BY CUSTOMER.

CONSUMERS ENERGY COMPANY

CITY OF SWARTZ CREEK (Customer)

By (Signature)

By (Signature)

(Print or Type Name)

(Print or Type Name)

(Date Signed)

(Date Signed)

Title

Title



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

**TERMS AND CONDITIONS
PART II**

1. For any new facilities being installed to accommodate new load to the Company's system, a non-refundable contribution pursuant to tariffs filed with the Michigan Public Service Commission (Rule C6) is included in the Price.

In consideration of Customer's request and agreement to pay all the costs of relocation/modification of Consumers' facilities, Consumers hereby agrees to relocate and/or modify its electric facilities. The facilities to be relocated or modified are shown on the drawing attached as Exhibit A. Pursuant to tariffs filed with the Michigan Public Service Commission (Rule C1), when relocation or modification of Consumers' facilities is requested or made necessary by a customer, all costs for the relocation or modification may be charged to the requesting party.

For the above mentioned activities, all costs are non-refundable and are due prior to the start of construction. The Customer shall pay the Price identified in Part I upon execution of this Agreement.

2. After all work is completed, Consumers will invoice the Customer for any additional amounts owed.

The Customer is solely responsible to contact the owner of any phone, cable TV or any other facility that may be attached to Consumers' poles and make arrangements for the removal and/or relocation of those facilities at the Customer's expense. The Price identified in Part I does not include any cost the owner of those facilities may charge for the removal and/or relocation.

The Customer shall also be responsible for additional extraordinary construction costs that result from, but are not limited to site conditions, environmental contamination, underground, or buried obstructions, permit fees or other governmental restrictions. If work is to be completed outside of Consumers' normal working hours at the Customer's request, incremental costs shall apply, and these costs will be the Customer's responsibility.

Any amounts to be paid pursuant to this Agreement are exclusive of federal, state, county, municipal, or local property, license, excise, sales use, gross receipt or similar tax with respect to the work covered hereunder and if Consumers is required by applicable law or regulation to pay or collect any such tax or if any such taxes are assessed against Consumers on account of performance of this Agreement, no matter when such assessment is made, then such tax or taxes shall be paid by the Customer to Consumers in addition to the amounts provided for herein.

3. Prior to the installation of the facilities, and as a condition precedent thereto, the Customer shall provide, at no expense to the Company, recordable easements, on a form provided by the Company, granting all necessary rights of way for installation and maintenance of said facilities. If said facilities are to serve a residential subdivision, said easements shall include, but not be limited to, rights of way for streetlighting in the subdivision by means of underground facilities, even though Consumers does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to Consumers within thirty (30) days after execution of this Agreement, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest, after deducting reasonable expenses incurred by Consumers on account of this Agreement, and this Agreement shall thereupon terminate.

4. For any underground facilities included in the work to be performed hereunder, the Customer shall provide, at no expense to Consumers, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. The Customer shall maintain the average elevation within six feet of any cable, conduit wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, the Customer shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of Consumers. Consumers will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

5. If any underground facilities or any portion thereof are to be installed between December 15 and April 15, the Customer shall, prior to installation of said underground facilities or portion thereof, pay Consumers an additional nonrefundable contribution per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said facilities installed during said period (Winter construction/practical difficulties charge). The Customer will receive a credit for any part of such winter charge paid by other utilities for joint use of the trench or paid by the Customer for installation, by Consumers, of gas pipe in the same trench. No portion of said facilities will be installed between December 15 and April 15, unless the Customer has paid such additional contribution.

In addition, a further nonrefundable contribution in addition to that provided for herein may be required where, in Consumers' judgment, practical difficulties not considered in determining the Customer's estimate such as water conditions or rock near the surface are encountered during construction. If the Customer does not make such additional contribution within fifteen (15) days after receiving written notice of the necessity for and amount of such additional contribution, Consumers may, at its option, refund all payments made to it hereunder by the Customer, without interest and deducting reasonable expenses incurred by Consumers, and this Agreement shall thereupon terminate.

6. Consumers shall not be in breach of contract as a result of any delay in performing its obligations if such delay is due to strikes or other labor troubles; inability to obtain labor, materials, components, supplies, for any reason, including default of suppliers or subcontractors; acts of God; fire; flood; storm; earthquake or other natural calamities; war; insurrections; riot; embargoes; curtailment; order; regulations or restriction imposed by governmental authorities; or any other cause which is beyond the reasonable control of Consumers, whether of a similar or dissimilar nature and whether or not existing or foreseeable on the scheduled date of commencement of the work. Consumers shall have no obligation to settle any strike or other labor difficulty in a manner not completely satisfactory to it. Should any such delay occur, the time for the performance of Consumers' obligations shall be extended by a time equal to the length of the delay plus such additional time as is reasonably necessary to enable Consumers to resume performance of its obligations.

7. Consumers warrants that any work performed under this Agreement shall be performed by properly skilled personnel in accordance with generally accepted standards for the work being performed. The sole liability of Consumers for defective work under this warranty or otherwise, shall be limited to reperforming any such work on the same conditions as the original work. The foregoing is the Customer's exclusive remedy and, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

In no event shall Consumers be liable for any loss or damage whatsoever, by reason of its failure to discover, report or modify latent defect or defects inherent in the subject matter of the work. The aforementioned warranty is subject to the following conditions:

(a) Consumers shall not be responsible for repairs, replacements, or corrections made by others with respect to the work performed by Consumers.

(b) The Customer shall notify Consumers in writing of any breach or warranty with respect to the services performed by Consumers within ten (10) days after completion of the work.

8. THE TOTAL LIABILITY OF CONSUMERS, ITS AGENTS, EMPLOYEES, VENDORS AND CONTRACTORS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF THIS CONTRACT INCLUDING THE PERFORMANCE OF OBLIGATIONS IN CONNECTION WITH THE WORK HEREUNDER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE ONE THOUSAND DOLLARS (\$1,000.00) AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ITS USE; LOSS BY REASON OF PLANT OR EQUIPMENT SHUTDOWN OR INABILITY TO OPERATE AT RATED CAPACITY; INCREASED EXPENSE OR OPERATION OF PLANT OR EQUIPMENT; INCREASED COSTS OF PURCHASING OR PROVIDING EQUIPMENT, MATERIALS, SUPPLIES OR SERVICES OUTSIDE CONSUMERS' SCOPE OR SUPPLY; COSTS OR REPLACEMENT POWER OR CAPITAL; CLAIMS OF THE CUSTOMER'S CUSTOMERS; OR INVENTORY OR USE CHARGES, EVEN IF CONSUMERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



**AGREEMENT FOR MODIFICATIONS OF
ELECTRIC FACILITIES (NONREFUNDABLE)**

TERMS AND CONDITIONS (CONT.)

This limitation of liability section shall prevail over any conflicting or inconsistent provisions contained herein or in any other applicable document and shall be in effect even if the remedy or remedies set forth herein fail in their essential purpose.

9. The Customer shall indemnify and hold Consumers, its agents, employees, vendors and contractor(s) harmless from and against, and shall at Consumers' option undertake the defense of, any and all claim, losses, liability and damage (including environmental harm) and including reasonable attorney's fees which Consumers might sustain or incur or which might be asserted by any third party against Consumers as a result of the services provided under this Agreement, whether based on warranty, contract, tort (including negligence), strict liability or otherwise, unless caused solely by the negligence of Consumers, its agents or employees.

10. Any assignment or any part thereof by the Customer without the previous written permission of Consumers shall be void and of no effect. Consumers may subcontract any services hereunder.

11. This agreement does not create an employer/employee relationship between the parties. Consumers will retain sole and absolute discretion over the manner and means of carrying out Consumers' responsibilities hereunder.

12. The terms of this Agreement shall not be changed superseded or supplemented, except in writing by an authorized representative of Consumers and by a duly authorized representative of Customer.

13. This Agreement shall be deemed a Michigan contract and shall be construed in accordance with and governed by the laws of the State of Michigan. With respect to the subject matter hereof, this Agreement supersedes all previous representations, understandings and negotiations, either written or oral, between the parties hereto or their representatives and constitutes the entire contract between the parties. This Agreement is intended for the benefit of the parties hereto and does not grant any rights to any third parties unless otherwise specifically stated herein. No part of any purchase order, request for proposal or other documents issued by Customer shall be binding upon Consumers or affect its rights or obligations hereunder unless signed by a duly authorized representative of Consumers.

14. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

15. Additional Items



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT(COMPANY-OWNED) FORM 547**

Contract Number: 103033446230

Consumers Energy Company is authorized as of _____ by the City of SWARTZ CREEK, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2018 shall remain in full force and effect.

Notification Number(s): 1069105936

Comments:

City of SWARTZ CREEK

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of SWARTZ CREEK, dated 11/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this commission council board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF GENESEE

I, _____, clerk of the City of SWARTZ CREEK do hereby certify that the foregoing resolution was duly adopted by the

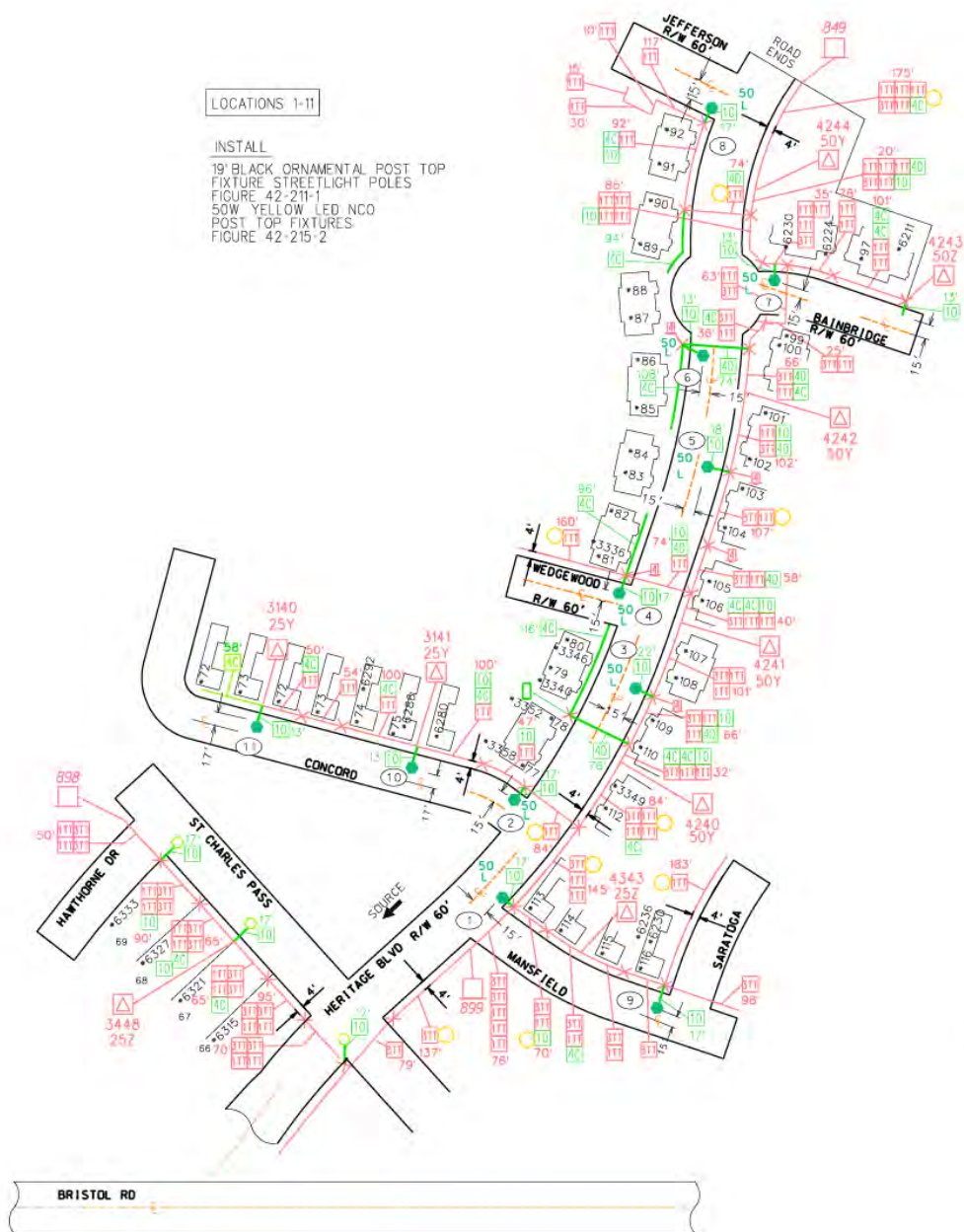
commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (11) 40 watt LED Yellow Post Top Traditional to Install at location 3358 HERITAGE BLVD;





CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1377

Amount Due: \$2,339.00
Please pay by: April 16, 2024

Invoice Number	9326483865
PO Number	
PO Date	
Bill Date	04/02/24

Account: 3000 2177 3795

▶ 3358 HERITAGE BLVD SWARTZ CREEK - STREETLIGHTING - NOTIFICATION NUMBER (s): - - - - -
 1069105936 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	11.0 EA	\$100.00	\$1,100.00
Electric Streetlights-CIAC	177.0 EA	\$7.00	\$1,239.00

TOTAL DUE: \$2,339.00

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

INVOICE QUESTIONS - Contact: Tanya Gilroy -616-251-0574 -

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
 CEM Support Ctr - Lansing RM 122
 530 W Willow St
 Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2177 3795

Amount Due: \$2,339.00
Please pay by: April 16, 2024
 Enclosed:

6 330035680947 000002339000 0000 2056 4 300021773795 H

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274 0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fees may apply



GENESEE COUNTY ROAD COMMISSION MAINTENANCE DEPARTMENT

211 West Oakley Street
Flint, Michigan 48503-3995

COST FOR MILLING AND PAVING

DATE 02/22/2024

City of Swartz Creek

ROAD NAME: Elms Road - Bridge over W. Branch of Swartz Creek to Taper @ Miller Road Intersection

LENGTH: _____ Miles: 0.10

TYPE OF WORK: Milling and Paving (2" Inches)

ADDITIONAL COMMENTS *Prices good for the 2024 paving season* Final accounting will be based on actual cost

Road Improvement Project

SUMMARY OF ESTIMATED COST

Estimated Time Needed to Complete Work

Day/Days 1

GRAND TOTAL \$30,000.00

City of Swartz Creek \$30,000.00

GCRC Allocation Funds _____

Participation by Others _____ Source: _____

Community Development Block Grant (CDBG) Yes No

Please sign below and return to the Maintenance Department, if your Township would like the Genesee County Road Commission to proceed with this work. **It is agreed that in the event the cost exceeds more than 10% of above estimate, the Road Commission will consult with the Township prior to final billing.**

City Board Approval _____
Supervisor _____ Date _____

Road Commission's Board Approval _____
Chairperson _____ Date _____

Work Order Number _____

Work Completed _____
District Supervisor _____ Date _____



Engineering Dept. Fund Verification	Matching Allocation
Signature	Date
Balance of Available Funds	\$

From: [Patsy Alexander](#)
To: [Adam Zettel](#)
Subject: GCRC Estimate - Mill & Resurface Elms Road: Swartz Creek Bridge N"ly to Taper S of Miller (Approx 0.1 mi)
Date: Thursday, March 14, 2024 4:35:51 PM
Attachments: [image001.png](#)
[ENG_24031416220.pdf](#)

Hello Adam

Please see the attached estimate for Milling & Resurfacing of Elms Road.

Also, included in the estimate, the GCRC will touch-up the shoulders if needed. However, being this road will be Milled + Resurfaced, I don't anticipate much shoulder work needed.

Lastly, the low point on the E side of the road is a berm that's been growing for a few years. Our estimate doesn't include leveling this off. That's more of grading work from the city's portion that would benefit the longevity of the roadway.



When do you anticipate this being approved by the City board?

Let me know if you have any questions.

Alexander Patsy, P.E.
Director of Engineering
Genesee County Road Commission
810 767-4920 ex. 252

From: konica.admin.engineering@gcrc.local <konica.admin.engineering@gcrc.local>
Sent: Thursday, March 14, 2024 5:23 PM
To: Patsy, Alexander <APatsy@gcrc.org>
Subject: Message from KM_C558

Genesee County Recycle Day



Scheduled Events:

Tuesday May 21, 2024
Tuesday June 18, 2024

Tuesday July 16, 2024
Tuesday August 20, 2024

[Click Here For Registration Info](#)
or visit shorturl.at/nHJS7

PROOF OF REGISTRATION REQUIRED

✓ ITEMS ACCEPTED

Aerosols
Automotive Fluids
Batteries
Biomedical Sharps (in sealed containers)
Corrosives
Electronics
Fire Extinguishers
Fluorescent Bulbs & Tubes
Mercury
Paint & Solvents
Pesticides & Herbicides
Medication
Propane Cylinders (up to 30 lbs)
Reactives & Oxidizers
Smoke Detectors

X ITEMS NOT ACCEPTED

55 Gal Drums of Waste
Agricultural Waste
Ammunition
Appliances
Commercial Waste
Compressed Gas Cylinders (other than propane)
Construction Materials
Explosives & Fireworks
Garbage & Yard Waste
Industrial Waste
Paper Shredding
Radioactives
Tires
Weapons

Looking for other disposal options? Visit the Drop Off Center Directory
gcmprc.org/drop-off-center-directory

Questions?

www.gcmprc.org/recycle-day
recycle@geneseecountymi.gov

Lessee Site: 1746 Swartz Creek West
Lessee Site ID: 5000918006

WATER TOWER LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, between **CITY OF SWARTZ CREEK**, with its principal offices at 8083 Civic Drive, Swartz Creek, Michigan 48473 hereinafter designated "**LESSOR**", and **CELLCO PARTNERSHIP** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "**LESSEE**". LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. (a) In accordance with this Agreement, LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR the Premises (as hereinafter defined) and LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("**Use**") upon the Premises, which are a part of that real property owned, leased or controlled by LESSOR at _____ Miller Road, Swartz Creek, Michigan 48473 (the "**Property**"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The "Premises" are: (i) that certain space (the "**Tower Space**") on LESSOR's water tower on the Property (the "**Tower**") shown on Exhibit "B", attached hereto and made a part hereof; and (ii) a portion of the Property, sufficient for the installation of LESSEE's equipment building, containing approximately 540 square feet, as shown on Exhibit "B" (the "**Land Space**"). LESSEE may survey the Land Space. Upon completion, the survey shall replace Exhibit "B" in its entirety. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as hereinafter defined).

(b) LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "C" attached hereto and made a part hereof. LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment; provided said replacement does not increase tower loading of the Tower.

2. ACCESS; ELECTRICAL; SERVICES. (a) LESSOR hereby grants to LESSEE and LESSEE shall have the following rights, rights-of-way and easements (collectively, the "**Easements**"): (i) the non-exclusive right and easement for the purpose of ingress and egress

from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises, and for the purpose of the installation, operation and maintenance of LESSEE's communications equipment, over or along a variable width easement and right-of-way described in Exhibit "A" and depicted on Exhibit "B"; (ii) the exclusive right and easement described in Exhibit "A" and depicted on Exhibit "B" for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support and utility services; and (iii) any further rights, rights of way and easements over and through the Property between the Land Space and the Tower Space necessary or desirable for the installation and maintenance of utility wires, poles, cables, conduits and pipes. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right and easement to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR, at no cost to LESSEE.

(b) LESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, LESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by LESSEE's installation. In the event such sub-meter is installed, LESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then LESSEE shall pay LESSOR thirty (30) days after receipt of an invoice from LESSOR indicating the usage amount based upon LESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by LESSOR to LESSEE at Verizon Wireless M/S 3846, P.O. Box 2375, Spokane, Washington 99210-2375 (Ref: MI-1746 Swartz Creek West, Swartz Creek, Michigan). LESSEE shall be permitted, at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

3. TERM. (a) **Initial Term.** This Agreement shall be effective as of the date of execution and delivery by both Parties ("*Effective Date*"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "*Commencement Date*" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

(b) **Extensions.** This Agreement shall automatically be extended for 4 additional 5-year terms unless LESSEE terminates it at the end of the then-current term by giving LESSOR

written notice of the intent to terminate at least 3 months prior to the end of the then-current term. The initial term and all extensions shall be collectively referred to herein as the "*Term*".

4. RENTAL.

(a) Rental payments shall begin on the Commencement Date and be due at a total annual rental of Nineteen Thousand Two Hundred and 00/100 Dollars (\$19,200.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 8083 Civic Drive, Swartz Creek, Michigan 48473 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 21 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE. On each annual anniversary of the Commencement Date, the annual rental for the subsequent twelve (12) month period of the Term shall increase by Two (2%) percent over the annual rental for the immediately preceding twelve (12) month period.

(b) For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. CONDITION OF PROPERTY. LESSOR shall deliver the Tower, the Premises and the Easements to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Tower, the Premises and the Easements are (a) in compliance with all Laws (as hereinafter defined); and (b) in compliance with all EH&S Laws (as hereinafter defined).

6. IMPROVEMENTS. The communications equipment, including, without limitation, antennas, Tower installations, conduits, fencing and other screening, and other improvements, shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, Tower installations, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, Tower installations, conduits or other improvements are listed on any exhibit.

7. GOVERNMENTAL APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "*Government*

Approvals”) that may be required by any Federal, State or Local authorities (collectively, the “*Government Entities*”) as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE’s Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE’s Use.

8. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (a) any applications for Government Approvals should be finally rejected; (b) any Government Approval issued to LESSEE is canceled, expires or lapses or is otherwise withdrawn or terminated by any Government Entity; (c) LESSEE determines that any Government Approval may not be obtained in a timely manner; (d) LESSEE determines any structural analysis, soils analysis or Tower analysis is unsatisfactory; (e) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE’s sole discretion.

9. IDEMNIFICATION. Subject to Paragraph 10, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the Indemnify Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligation in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party’s defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party’s request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

10. INSURANCE.

(a) The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of 4,000,000 for injury to or death of one or more persons in any one occurrence and \$4,000,000 for damage or destruction in any one occurrence. The Parties agree to include the other Party as an additional insured as their interest may appear under the Agreement.

(b) In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake, unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws, as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 25, a violation of Paragraph 28, or a violation of Law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ACCESS TO TOWER. LESSOR agrees LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter the Premises.

13. TOWER COMPLIANCE. (a) LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined below). LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs, including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand, together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

(b) No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

(c) Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all

structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

(d) Upon request of LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the “**Temporary Relocation**”, for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower; but if and only if:

(i) the Temporary Relocation is similar to LESSEE’s existing location in size and is fully compatible for LESSEE’s use, in LESSEE’s reasonable determination;

(ii) LESSOR pays all costs incurred by LESSEE for relocating LESSEE’s equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE’s use, in LESSEE’s reasonable determination;

(iii) LESSOR gives LESSEE at least ninety (90) days written notice prior to requiring LESSEE to relocate;

(iv) LESSEE’s use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE’s reasonable determination, to place a temporary installation on the Property during any such relocation; and

(v) upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

14. INTERFERENCE.

(a) LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR’s equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then-existing equipment of LESSEE.

(b) Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE’S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR (810-635-4464), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c) The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

15. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE’s Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage

excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at the then-existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or Tower or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("**LESSOR's Notice**"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or the Tower and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an

easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

18. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (a) to sell or otherwise transfer all or any part of the Property, or (b) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Tower and/or the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

19. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

20. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (a) any entity in which the Party directly or indirectly holds an equity or similar interest; (b) any entity which directly or indirectly holds an equity or similar interest in the Party; or (c) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

21. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as

follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
Attn: City Manager

LESSEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a Copy To:
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

22. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (collectively, a "**Mortgage**") by LESSOR which from time to time may encumber all or part of the Tower or the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "**Non-Disturbance Agreement**"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the agreement of the encumbering party ("**Lender**") that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "**Purchaser**") acquires an ownership interest in the Tower or the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (a)

confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (b) agrees to attorn to Lender if Lender becomes the owner of the Property and (c) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any Mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such Mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

23. DEFAULT. It is a "*Default*" if (a) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 23 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

24. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

25. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("*EH&S Laws*"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the

activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

26. CASUALTY. If a fire or other casualty damages the Property, the Tower or the Premises: (a) LESSOR shall repair and restore the Tower to its condition immediately prior to such fire or other casualty, regardless of whether or not insurance proceeds are sufficient therefor, and (b) so long as such fire or other casualty or such restoration impairs in any way LESSEE's Use, then rent shall abate until LESSEE's Use would not be impaired in any way from the restored Tower. If LESSEE's Use is not restored within 45 days following such fire or other casualty, in addition to any other remedies that LESSEE may have at Law or under this Agreement, LESSEE may terminate this Agreement on the date specified in written notice given by LESSEE to LESSOR. Regardless of whether or not the option to terminate is exercised, LESSEE may relocate its equipment or install a temporary tower elsewhere on the Property following such fire or other casualty, but rent shall nevertheless continue to abate until LESSEE'S Use on the repaired Tower is restored.

27. CONDEMNATION. If a condemnation of any portion of the Property, the Tower, the Premises or the Easements impairs LESSEE's Use, LESSEE may terminate this Agreement on the date specified in written notice given by LESSEE to LESSOR. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises or the Easements for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation. In the event of such condemnation and this Agreement is not terminated as provided above, then LESSEE's leasehold interest shall terminate as to the part of the Property so condemned as of the date the condemning authority takes title or possession, whichever occurs first, and the remainder of this Agreement shall remain in full force and effect as to the portion of the Property remaining, except that the rent shall be reduced in the same proportion as the area of the Premises and the Easements condemned bears to the total area of the Premises and the Easements prior to condemnation. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises and the Easements caused by such condemning authority.

28. APPLICABLE LAWS. In addition to the terms, conditions and obligations of Paragraph 13 (which shall control and supersede), during the Term, LESSOR shall maintain all portions of the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire

insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, “**Laws**”). LESSEE shall, in respect to the condition of the Premises and at LESSEE’s sole cost and expense, comply with: (a) all Laws relating solely to LESSEE’s specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR’s obligation to comply with all laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

29. TAXES. If LESSOR is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a “Tax”) from LESSEE with respect to the transactions contemplated by this Agreement, then LESSOR shall bill such Tax to LESSEE in the manner and for the amount required by law, LESSEE shall promptly pay such billed amount of Tax to LESSOR, and LESSOR shall remit such Tax to the appropriate tax authorities as required by law; provided, however, that LESSOR shall not bill to or otherwise attempt to collect from LESSEE any Tax with respect to which LESSEE has provided LESSOR with an exemption certificate or other reasonable basis for relieving LESSOR of its responsibility to collect such tax from LESSEE. Except as provided in this Paragraph 29, LESSOR shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of LESSOR with respect to itself, its property, and the transactions contemplated by this Agreement. LESSEE shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of LESSEE with respect to itself, its property, and the transactions contemplated by this Agreement.

30. NON-DISCLOSURE. To the extent permitted by law, the Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. To the extent permitted by law, the Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

31. ADDITIONAL LEASES. Subject to LESSOR’s compliance with the other terms and conditions of this Lease, nothing in this Lease shall prohibit LESSOR from entering into agreements with other tenants with similar uses.

32. AUTHORITY. Each of the Parties hereto represents and warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party’s behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the State in which the Premises is located without reference to its choice of law rules. The captions in this Agreement are for convenience only and are not intended to and shall not affect or be utilized in the interpretation of this Agreement. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: CITY OF SWARTZ CREEK

BY: _____

NAME: _____

TITLE: _____

DATED: _____

LESSEE: CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

BY: _____

NAME: _____

TITLE: _____

DATED: _____

EXHIBIT “A”
DESCRIPTION OF PROPERTY

See Attached

EXHIBIT “B”
SITE PLAN OF THE PREMISES

See Attached



CITY OF BATTLE CREEK
NOTICE OF INVITATION FOR BIDS

IFB#: 2024-063B

TITLE: Fire Hydrant Sandblasting and Painting
(RE-BID with new specifications)

ISSUE DATE: March 6, 2024

BID DUE DATE: March 20, 2024, at 2:00 PM Local Time

LOCATION: Bids must be submitted through our secure online bid management website
Do not email bids (see below for instructions)

Purchasing Contact: Nils Vos
E-mail: npvos@battlecreekmi.gov **Do not email bids**

DESCRIPTION: The City is soliciting bids for the purpose of contracting for the City's annual requirements for fire hydrant sandblasting and painting. The resulting contract is anticipated for a term of up to three years.

Bids must be in the actual possession of the Purchasing Department by the method indicated herein, on or prior to the exact time and date indicated above. Bids received by the correct time and date shall be opened virtually and the amount bid shall be publicly read. Late bids shall not be considered, and the online bid management system will automatically cut off at the exact due date/time. Please give yourself enough time to upload your bid.

BID SUBMITTAL:

Bids must be submitted through our secure online portal by registered vendors by the date and time listed above.

Please upload **ONE pdf file** that includes all requested submittals, rather than several parts of the bid uploaded.

Please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations. This will redirect you to our secure VendorRegistry website where you can register as a vendor (required) and obtain this full document and upload your bid.

Email the purchasing contact listed above if the above link doesn't work.

BID OPENING: Bids will be opened live via Zoom; the link will most likely be on the website under the IFB. Email purchasing@battlecreekmi.gov for the link to the bid opening if you would like to attend and can't find the link.

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID.

1.0 INSTRUCTIONS TO BIDDERS

1. BID SUBMISSION:

- A. Bids must be submitted in complete original form submitted through our secure online portal by registered vendors: please visit <http://battlecreekmi.gov/230/Bid-Proposal-Solicitations> and click on Bid & Proposal Solicitations or email purchasing@battlecreekmi.gov for links.
- B. Bids will be accepted via the method listed until the time and date specified herein, and immediately after will be publicly opened and read aloud electronically, and the link will be published with the solicitation, or you may email purchasing@battlecreekmi.gov for the online link if you want to attend. The prevailing clock shall be VendorRegistry.com.
- C. Late bids will not be accepted and the online system will automatically shut off at exactly the specified time.
- D. All bids submitted in response to this invitation shall become the property of the City and be a matter of public record available for review.

2. PREPARATION OF BIDS:

- A. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed by the bidder.
- B. The bid shall be legally signed on the OFFER TO CONTRACT page and the complete address of the bidder given thereon.
- C. The City is exempt from Federal Excise and State Sales Taxes, and such taxes shall not be included in bid prices

3. SIGNATURES: All bids, notifications, claims and statements must be signed by an individual authorized to bind the bidder.

- (a.) CORPORATIONS: Signature of official shall be accompanied by a certified copy of the resolution of the Board of Directors authorizing the individual signing to bind the corporation.
- (b.) PARTNERSHIPS: Signature of one partner shall be accompanied by a certified copy of the power of attorney authorizing the individual signing to bind all partners. If all partners sign bid no authorization is needed.

4. REJECTION OR WITHDRAWAL: Submission of additional terms, conditions or agreements with the bid document is grounds for deeming a bid nonresponsive and may result in bid rejection. The City reserves the right to reject any bids and to waive any informalities and minor irregularities defects in bids. Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

5. AWARD: The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. Unless otherwise specified in this IFB, the City reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of the City. Any bidder who is in default to the City at the time of submittal of the bid shall have their bid rejected. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Owner shall consider the qualifications of the Bidders, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City may conduct such investigations as Owner deems necessary to assist in the evaluation of a Bid and to establish the responsibility, qualifications and financial ability of the Bidders to fulfill the contract.

6. CONTRACT: A response to an IFB is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's IFB. Bids do not become contracts unless and until they are executed by the City, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an Addendum or a Contract Amendment.

7. BID RESULTS: A bid tabulation will be posted on the City's website and will also be on file and available for review after contract award in the Purchasing Department.

8. CHANGES AND ADDENDA TO BID DOCUMENTS: Each change or addendum issued in relation to this bid document will be on file in the Office of the Purchasing Agent. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of bid documents. It shall be the bidder's responsibility to make inquiry as to changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the office of the City Purchasing Agent.

9. **SPECIFICATIONS:** Unless otherwise stated by the bidder, the bid will be considered as being in accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids. However, the City does reserve the right to specify a sole brand, with no brand substitutions allowed. The bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid and allowed by the IFB. The City reserves the right to determine if equipment/product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive. The City reserves the right to disregard any conflicting terms and conditions submitted by the Contractor and hold the Contractor to the submitted bid price. Contractors are strongly encouraged to not submit anything with their bid that is not specifically requested in this solicitation.
10. **DELIVERY:** Bids shall include all charges for delivery, packing, crating, containers, etc. Prices bid will be considered as being based on F.O.B. Delivered, freight included.
11. **INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS:** All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. (Inquiries received that are not made in a timely fashion may or may not be considered).
12. **CURRENCY:** Prices calculated by the bidder shall be stated in U.S. dollars.
13. **PRICING:** Prices shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern.
14. **NOTICE TO PROCEED/PURCHASE ORDER:** The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.
15. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, bidder certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. The bidder hereby certifies that the individual signing the bid is an authorized agent for the bidder and has the authority to bind the bidder to the contract.
 - D. The bidder hereby certifies that the firm will abide by the COPELAND ANTI-KICKBACK ACT, Title 18, U.S.C. June 25, 1948, Section 874, Kickbacks from Public Employees.
16. **DEFINITIONS:**
- "CITY" - The City of Battle Creek.
 - "CITY UNIT" - The department of the City that intends to use the resulting contract.
 - "CONTRACTOR" - The bidder whose proposal is accepted by the City.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and workmanship shall be new and of the best grade of their respective kinds for the purpose.
- 2.2 NON-DISCRIMINATION CLAUSE:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract with respect to hire tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment because of his or her actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and/or the "Michigan Elliott Larson Civil Rights Act" and/or City of Battle Creek Chapter 214 "Discrimination Prohibited" Ordinance. The bidder further agrees to require similar provisions from any subContractors, or suppliers. The bidder agrees to comply with the Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR, Chapter 60).
- 2.3 ASSIGNMENT OF CONTRACT:** The Contractor shall assign no right or interest in this contract in whole or in part and no delegation of any duty of Contractor shall be made without prior written permission of the City.
- 2.4 INDEMNIFICATION:** The Contractor shall protect, defend, and save the City, its officials, employees, departments and agents harmless from and against any claims, demands, suits, actions, or proceedings of any kind or nature, in any way resulting from negligent acts or omissions of the Contractor or any of its agents, employees, boards, commissions, divisions, departments, or authorities in performing obligations under this agreement. Each party to this agreement agrees that any bond or insurance protection required by this agreement shall limit the terms of this indemnification provision. In case of any action brought against the City by reason of any such claim, suit, action or demand, upon prompt notice from the City, Contractor covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the City.
- 2.5 CONTRACT:** The contract shall contain the entire agreement between the City and the Contractor relating to this requirement and shall prevail over any previous contracts, proposals, negotiations, or master agreements in any form. By signing the Offer to Contract, it is agreed that the RFP in its entirety and all enclosed forms are fully incorporated herein as a material part of the contract. In case of conflicts, the most recent document will prevail.
- 2.6 PROVISIONS REQUIRED BY LAW:** Each provision required by law to be in the contract shall be enforced as though it were included herein, and if any such provision is not inserted, the contract shall be amended to make such insertion or correction.
- 2.7 RELATIONSHIP OF PARTIES:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose. Taxes or social security payments shall not be withheld from a City payment issued hereunder; Contractor should make arrangements to directly pay such expenses, if any.
- 2.8 RIGHTS AND REMEDIES:** No provision in this contract shall be construed as a waiver by either party of any existing or future right or remedy available by law in the event of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 2.9 ADVERTISING:** Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the City. The City shall not unreasonably withhold permission.
- 2.10 APPLICABLE REGULATIONS/POLICIES:** The Revised Code of the State of Michigan, the Charter of the City of Battle Creek, all City Ordinances, Rules and Regulations and Policies shall apply. It shall be the responsibility of the Proposer to be familiar and comply with said regulations/policies.
- 2.11 ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES:** Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the City. The Contractor shall place no restrictions on the City with regard to the distribution of any of these materials; the City shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the City.
- 2.12 SUBCONTRACTORS:** No subcontract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subContractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subContractor and shall include all the terms and conditions set forth herein, which shall apply with equal force to the subcontract, as if the subContractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subContractors are used.
- 2.13 OTHER FEDERAL COMPLIANCE:** Where applicable, Contractor shall comply with: Copeland Anti-kickback Act (18 U.S.C. 874); Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 USC 40 USC 3701-3708); Section 306 of the Clean Air Act (42 USC 7602, Air Pollution Prevention and Control); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738, and EPA regulations (40 CFR, Part 15); and the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

SPECIAL TERMS AND CONDITIONS

1. **PAYMENT:** Payment shall be made monthly, or at the end of each project, within 30 days of the submittal of a correct invoice for goods received or work performed. If applicable and specified in this contract, expenses shall be billed at cost without markup, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.
2. **TERM AND RENEWAL:** The term of the contract shall commence on the first of the month following award, unless otherwise identified herein or a different date is required. The contract shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City shall have the right, upon mutual consent, to renew the contract for up to two (2) additional one-year periods. In the event that the City exercises such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
3. **PRICE ADJUSTMENT:** The Purchasing Department may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract renewal and shall be a factor in the renewal review process. The City shall determine whether the requested price increase or an alternate option is in the best interest of the City.
4. **QUANTITIES:** Because this is an annual requirements contract, the City reserves the right to increase or decrease the estimated quantity as best fits its needs, and the City does not guarantee maximums or minimums. The City also reserves the right to spot-bid unusually large one-time quantities or to buy outside of this contract if extenuating circumstances exist.
5. **CONTRACTOR'S INSURANCE:**
 - a. The Contractor shall at the time of execution of this contract, file with the City the Certificate of Insurance, which shall cover all of the insurance as required herein, including evidence of payment of premiums thereon, and the policy or policies or insurance covering said City and their officers, agents and employees. Each such policy and certificate shall be satisfactory to the City. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from all operations under this Contract.
 - b. The Contractor shall maintain insurances in force at all times during the term of this agreement at the minimum amounts and types as indicated. Sole proprietors are not required to carry Workers' Compensation insurance.

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Workers' Compensation	\$ 100,000 or statutory limit
Commercial General Liability: (including XCU if appropriate)	Bodily Injury \$1,000,000 each occurrence Property Damage \$1,000,000 each occurrence or Combined Single Limit \$1,000,000
Automobile Liability:	Bodily Injury \$ 300,000 each person Liability \$ 500,000 each occurrence Property Damage \$ 500,000 or Combined Single Limit \$ 500,000

The City of Battle Creek shall be listed as an additional insured on general liability coverage, and shall be provided with a Certificate of Insurance that reflects this additional insured status. A 30-day notice of cancellation or material change shall be provided to the City and so noted on the Certificate of Insurance. All certificates and notices shall be sent to City of Battle Creek, P.O. Box 1717, Battle Creek, Michigan 49016.

6. **VENDOR EVALUATION:** Experience with the City shall be taken into consideration when evaluating responsibility of the vendor.
7. **CANCELLATION:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Contractor to carry out any material obligation, term, or condition of the contract. The City shall issue written notice to the Contractor for any of the following circumstances:
 - A. The Contractor fails to adequately perform the services set forth in the specifications of the contract:
 - B. The Contractor fails to make progress in the performance of the contract or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten calendar days to provide a satisfactory response to the City. Failure on the part of the Contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

1. Cancel any contract:
2. Reserve all rights or claims to damage for breach of any covenant of the Contract:
3. In case of default, the City reserves the right to complete the required work. The City may recover reasonable excess cost from the Contractor by any remedies as provided by law.

The City intends to maintain a budget to cover all expenses related to this contract; however, the City may cancel this contract if funds are no longer available. In such case, the City shall provide the Contractor with a 60-day written notice of cancellation. The City will pay for all *authorized* completed work or received goods.

8. **TERMINATION FOR CONVENIENCE:** The City may terminate this contract at any time for any reason by giving at least 30 days' notice in writing to Contractor. If the contract is terminated by the City as provided herein, the Contractor will be paid a fair payment as negotiated with the City for the work completed as of the date of termination.
9. **VENUE:** Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement or the transactions it contemplates shall bring the legal action or proceeding:
 - (i) in the United States District Court for the Western District of Michigan; or
 - (ii) in any court of the State of Michigan sitting in Calhoun County, if there is no federal subject matter jurisdiction.
10. **GOVERNING LAW:** This agreement shall be enforced under the laws of the State of Michigan. Contractor must comply with all applicable federal, state, county, and City laws, ordinances, and regulations. Contractor shall ensure payment of all taxes, licenses, permits, and other expenses of any nature associated with the provision of services herein. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

SCOPE OF WORK

BACKGROUND

There are approximately 4,000 fire hydrants in the City of Battle Creek's water system that are used by the City's Fire Department in emergency response situations. The hydrants need to be routinely sandblasted and painted to maintain high visibility for the emergency response teams.

HYDRANTS

The City's hydrants are a variety of makes from manufacturers such as EJ, Waterous, American Darling, Traverse City and Mathews.

SITE PREPARATION AND PROTECTION: CONTRACTOR RESPONSIBILITIES

Before sandblasting any fire hydrant, the Contractor Shall:

- Install a protective barrier around the base of each hydrant. This barrier will capture removed paint and blasting media.
- Provide and protective enclosure on top of the barrier, completely surrounding the hydrant. This enclosure will prevent overspray from escaping.

Public Right-of-Way Access:

- The Contractor may request permission from the City Engineer (Jarret T. Geering, jtgeering@battlecreekmi.gov or 269-966-3355 x1863) to barricade a designated space in the public right-of-way or public parking area. This will allow for easier access to the hydrant during sandblasting.
- All barricade requests must be submitted to the City at least 36 hours in advance. Weekends do not count towards this 36-hour notice period.
- The purpose of barricading a space is to minimize or eliminate potential damage to vehicles and private property.

SURFACE PREPARATION- SANDBLASTING: CONTRACTOR RESPONSIBILITIES

Contractor shall perform the following sandblasting cleaning procedures on each fire hydrant:

- Blasting Method: Employ SSPC-SP 6 commercial blast cleaning to remove all existing paint from the hydrant's entire metal surface, exposing it down to grade level.
 - Hydrant Cap Protection: Leave the hydrant caps on during the entire blasting process.
 - Brass Nozzle Protection: Implement suitable protection to prevent direct blasting of the brass nozzles. Direct blasting of brass nozzles will not be allowed and will require acceptable protection against direct blasting.
- Media: Use high-pressure air blasts with eco-friendly crushed glass media. The City Engineer (Jarret T. Geering, jtgeering@battlecreekmi.gov or 269-966-3355 x1863) has the authority to approve an equivalent media if necessary.
- Final Touches:
 - Wire Brush or Similar Tool: Remove any remaining paint after blasting.
 - Cleanliness Standard: Ensure the fire hydrants are completely free of old paint and grime before applying primer or paint.
- Leak Reporting: Report any leaks discovered in the hydrants after sandblasting immediately to Matthew D. Miller, Water Distribution Supervisor (mdmiller@battlecreekmi.gov or 269-966-3355 x1816).

PAINT: CONTRACTOR RESPONSIBILITIES

- Compliance Documentation: Include with your bid: coating manufacturer's data sheets demonstrating compliance with the Michigan Administrative Code R 336.1662 Standards for volatile organic compounds (VOC) emissions from architectural and industrial maintenance coatings.

- Materials:
 - Deliver all paint and other materials to the job site in their original, sealed containers with the manufacturer's labels intact.
 - The City reserves the right to inspect these materials at any time.
- Painting: Apply paint to the hydrants according to the following specifications and the manufacturer's recommendations.
- Primer Coat:
 - Once surface preparation is complete, apply one coat of primer to all exposed metal surfaces of the hydrant down to grade level. Ensure thorough coverage of all peaks in the surface profile.
 - Use only primers listed in Table 1 (provided by Contractor) and follow the manufacturer's application instructions for complete coverage.
- Topcoat:
 - After the primer coat dries completely, apply a topcoat to all surfaces down to grade level. Achieve a wet film thickness as recommended by the manufacturer.
 - Use only topcoats listed in Table 1 (provided by Contractor).
 - Paint the hydrants **Chrome or Safety Yellow**, as specified by the City.

Table 1

Approved Primer	Approved Topcoat
<i>Sherwin Williams Macropoxy 646 Fast Cure Epoxy Mastic @ 4-6 mils DFT</i>	<i>Sherwin Williams Hi Solids Polyurethane 250 @ 3-5 mils</i>
Tnemec Series V69 Hi-Build Epoxoline II or V69F Hi-Build Epoxoline II	Tnemec Series 1090 Endura-Shield or Series 1028 Enduratone
Repcolite Metl-Clad White Q.D.	<i>Repcolite Glo Enamel</i>

PRIMER AND PAINT THICKNESS: CONTRACTOR RESPONSIBILITES

- The Contractor shall apply primer and paint according to the manufacturer's minimum spreading rate per coat.
- Wet film thickness will be measured using the current ASTM D4415-95 standard ("Standard Practice for Measurement of Wet Film Thickness by Notched Gages").
- Dry film thickness will be measured using the current SSPC PA2 standard ("Dry Paint Thickness with Magnetic Gauges").
- If the specified thickness is not achieved, the Contractor shall apply additional coats of paint.

PAINTING TECHNIQUE AND SIGNAGE: CONTRACTOR RESPONSIBILITES

- Apply paint and primer evenly to avoid drips.
- For spray application:
 - Do not spray hydrants on days with wind exceeding 20 MPH unless a protective enclosure is used.
- Refer to manufacturer's instructions: Apply paint in strict accordance with the manufacturer's printed data sheet and container label regarding minimum and maximum surface and air temperatures for application.
- Do not leave hydrants unprimed for any period after sandblasting.
- After applying primer or paint: The Contractor shall place approved wet paint signage on or around the hydrant. The City shall approve all wet paint signage before use.
- Signage removal:
 - Contractor to remove signage after the primer coat, topcoat, or second topcoat of paint is dry to the touch.

ENVIRONMENTAL CONDITIONS: CONTRACTOR RESPONSIBILITES

- Do not apply paint to wet, damp surfaces, rain, snow, fog, mist, or when relative humidity exceeds 85%.
- Don not paint if the relative humidity is expected to exceed 85% or the air temperature is predicted to drop below recommended levels within 12 hours of application.

- Delay painting if dew or moisture condensation is present. Surfaces must be dry before painting.

SITE CLEAN-UP: CONTRACTOR RESPONSIBILITIES

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

PREVENTING AND REPORTING DAMAGE TO PRIVATE PROPERTY: CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for taking all necessary precautions to prevent damage to trees, grounds, driveways, structures, or any other private property on or near the worksite.

DAMAGE REPORTING: CONTRACTOR RESPONSIBILITIES

- In the unfortunate event of damage, the Contractor shall report it in writing on the same day it occurs.
- Reports must be submitted to:
 - The property owner
 - Matthew D. Miller, Water Distribution Supervisor (mdmiller@battlecreekmi.gov or 269-966-3355 x1816)

DAMAGE REPAIR: CONTRACTOR RESPONSIBILITIES

- The Contractor shall repair any damage to private property at their own expense.
- Repairs must be completed within ten (10) business days of the incident.
- Exceptions may be considered with demonstrable reason for delay and written consent from the City.

RIGHT-OF-WAY RESTORATION: CONTRACTOR RESPONSIBILITIES:

The Contractor is responsible for repairing any damage caused to the right-of-way during the project. Repairs must restore the area to its original condition before the City issues final payment.

Examples of Repairable Damage:

- Cracked concrete
- Damaged public brick paver driveways
- Paint overspray
- Damage to trees or landscaping
- Damaged turf

WORK SCHEDULING: CONTRACTOR RESPONSIBILITIES

The City shall provide the Contractor with a map, addresses, or work orders (via CityWorks) identifying the fire hydrants scheduled for sandblasting and painting.

The Contractor shall develop a work schedule for all activities, including start and completion dates for each hydrant. This schedule must be submitted to Matthew D. Miller, Water Distribution Supervisor (mdmiller@battlecreekmi.gov or 269-966-3355 x1816) for approval.

Work hours: Unless otherwise approved by Matthew D. Miller, all sandblasting and painting activities shall occur between 7:00 am and 6:00 pm.

WORK ZONE SAFETY: CONTRACTOR RESPONSIBILITIES

- The Contractor is solely responsible for ensuring a safe work zone and protecting private property throughout the project.
- The Contractor shall implement all necessary work zone safety measures, including proper traffic control devices when required.
- All traffic control plans shall be approved by the City before work begins.

WARRANTY: CONTRACTOR RESPONSIBILITIES

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by the City. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications. If it is determined by the City that the workmanship is not sufficient to the City's standards, the Contractor shall return and repair to the satisfaction of the City at no additional cost to the City. The City shall be the sole determiner of what constitutes satisfactory workmanship.

PRICE SHEET

<u>Description</u>	<u>Estimated Quantity</u>	x	<u>All-inclusive Unit Price</u>	=	<u>Total Price</u>
Fire Hydrant sandblasting and painting	500	x	\$_____ per hydrant	=	\$_____

Prices shall be **all-inclusive to** include, but not limited to, the following: mobilization, shipping, travel, time, materials, overhead, etc.

Fuel surcharge are NOT allowed to be added to invoices which is considered a breach of contract and subject to cancelation.

Bidders must submit bids with no conflicting terms and conditions and no modifications to the price page.

If bidders believe the price page needs modification (such as the unit of measure, for example), immediately call the buyer listed on the front page of this IFB. Changes may only be made before bidding and via authorized addendum issued by the City.

The City **may** choose other than low bid with consideration to warranty or references, or any other factor. State warranty, if applicable.

OFFER TO CONTRACT:

TO THE CITY OF BATTLE CREEK:

We hereby offer and agree to furnish the materials, transportation or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer. We understand that the items in this Invitation to Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete and states that he/she has authority to submit this bid, which will result in a binding contract if accepted by the City of Battle Creek.

We acknowledge receipt of the following addendum(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder, and that our firm is not debarred from doing business under the Federal Excluded Parties List System (epls.gov).

I, the Contractor or Contractor's legally authorized signer, further certify compliance with the City of Battle Creek Ordinance Chapter 214, Discrimination Prohibited. I further acknowledge and agree that the Contractor's violation of Chapter 214 shall be a material breach of this contract. In addition, Contractor acknowledges and agrees that it shall be liable for any costs or expenses incurred by the City in obtaining from other sources, the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the contract as a result of a material breach in the Contract for violations of Chapter 214.

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

ACCEPTANCE OF OFFER:

The Offer is hereby accepted.

Contract Term: _____

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specification, amendments, etc. and the Contractor's Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. 2024-063B. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order and/or a notice to proceed from the City of Battle Creek Purchasing Agent.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

City Manager Date

City Attorney

Witness Signature

Date

ATTACHMENT A - DISADVANTAGED BUSINESS (DBE) FORM

I. YOUR FIRM'S BACKGROUND:

Is your firm an MBE (at least 51% minority ownership)? YES NO

Is your firm a WBE (at least 51% woman ownership)? YES NO

Are you subcontracting any part of this project? YES NO

II. SUBCONTRACTING INFORMATION: If subcontracting any part of the project, the bidder/Contractor expressly agrees that:

- (1) If awarded a contract as a result of this bid, the major subContractors used in the prosecution of the work will be those listed below, and
- (2) The following list includes all subContractors who will perform work representing approximately five percent (5%) or more of the Total Base Bid.
- (3) The Bidder represents that the subContractors listed below are financially responsible and are qualified to do the work required.

SUBCONTRACTOR NAME	City/State	Trade or Commodity	MBE	WBE	Approximate dollar value

City of Battle Creek BID TABULATION
2022-065B Minges Pump station improvements
Due Date:

BIDDER NAME						
Item #	DESCRIPTION					
	Total bid					

BIDDER NAME

			Blastek		Absolute Mobile Surface Preparation		Giant Maintenance & Restoration		American
Item #	DESCRIPTION	Est. Qty	Unit	Ext.	Unit	Ext.	Unit	Ext.	Unit
1	Fire Hydrant Sandblasting and painting	500	\$118.95	\$59,475.00	\$130.00	\$65,000.00	\$138.00	\$69,000.00	NR

Average \$203.43

City of Battle Creek BID TABULATION

IFB# 2024-063B Fire Hydrant Sandblasting and Painting

Due Date: March 19, 2024

1 Flo Blasting	Roca's Painitng		Muscat Co.		River Town Painting Co.		Hackett Construction		Markley's Precision Company	
Ext.	Unit	Ext.	Unit	Ext.	Unit	Ext.	Unit	Ext.	Unit	Ext.
NR	\$150.00	\$75,000.00	\$164.78	\$82,390.00	\$170.00	\$85,000.00	\$199.00	\$99,500.00	\$255.00	\$127,500.00

V&T Painting		MPM Painting		Dave Cole Decorators	
Unit	Ext.	Unit	Ext.	Unit	Ext.
\$290.00	\$145,000.00	\$297.00	\$148,500.00	\$325.00	\$162,500.00

Project: Swartz Creek - Fire Hydrant Sandblasting & Painting
Re: Assumptions, Exclusions & SOW

This bid price reflects the non-lead abatement cost as specified.

Assumptions

- Existing paint on hydrants does not contain lead
- Scheduling is flexible, coordinated through Rob

Exclusions

- Prevailing wages
- Third party air monitoring
- Water, power
- Temporary facilities
- Winter conditions
- Lead based paint activities

Scope of Work

- Remove existing coating via media blasting to SSPC-SP6 from 300 fire hydrants (selected in groups of 25-50)
- Field apply a prime coat of Tnemec Series V69
- Field apply a top coat of Tnemec Series 1090 or Tnemec Series 1028

Unit Pricing

- Cost to sandblast & repaint hydrants per scope of work above = **\$119** per hydrant @ 300 units = **\$35,700**

Project: Swartz Creek - Fire Hydrant Sandblasting & Painting
Re: Assumptions, Exclusions & SOW

This price reflects lead abatement.

Assumptions

- Existing paint on hydrants may contain lead, therefore all precautions will be taken during removal
- Scheduling is flexible, coordinated through Rob Bincsik

Exclusions

- Prevailing wages
- Water, power
- Temporary facilities
- Winter conditions

Scope of Work

- Remove existing lead based coating via media blasting to SSPC-SP6 from 300 fire hydrants (selected in groups of 25-50)
- Field apply a prime coat of Tnemec Series V69
- Field apply a top coat of Tnemec Series 1090 or Tnemec Series 1028

Unit Pricing

- Cost to sandblast & repaint hydrants per scope of work above = **\$153** per hydrant @ 300 units = **\$45,900**



May 22, 2023

Eric Waddell
BlasTek, LLC
579 Kirtland SW Ave.
Grand Rapids, MI 49507

Dear Eric,

It is my great pleasure to personally recommend BlasTek, LLC. BlasTek performed a local Lead Abatement project for Rockford Construction in May 2023. From the initial bid of the project to the final execution, BlasTek went above and beyond.

Rockford Construction prioritizes Safety as our number one concern on any project. While BlasTek performed the abatement, all controlled areas were properly cautioned off and marked. All seams were taped and sealed and their own laborer was making regular rounds checking on each floor for compliance to ensure no breaches had been made through the tape barriers. Our team felt that BlasTek made safety the utmost priority.

From a communication perspective, Rockford Construction was sent numerous email updates regarding schedule and work performed. Ultimately, BlasTek was superior in their communication and safety efforts throughout the entire project.

Our team at Rockford Construction would highly recommend BlasTek, LLC for any lead abatement needs.

Thank you,

A handwritten signature in black ink that reads 'CFowler'.

Chelsea Fowler
Rockford Construction, Project Engineer
cfowler@rockfordconstruction.com
(616) 729-5055



To: Eric Waddell

Blastek LLC

P.O. Box 443

Middleville, Michigan 49333

Letter of recommendation

Cascade Engineering contracted Blastek LLC to complete a large warehouse restoration project. This included blasting, cleaning, painting of just over 44,000 square feet of our ceiling, and all of the surrounding walls with fresh paint as well. This project was on short notice and timing with a little under a month to complete this project Blastek stepped up to the challenge to provide a quality job in the short time.

With the short timing and Cascade engineering still running our full 24/5 operation it did make for some difficult unforeseen challenges. And along the process this project was split up into three phases so we could continue full operation with little interruption. While there were a lot of unforeseen obstacles that arose during the start, Eric was still able to deliver on his estimated timeline for this project.

With the images attached below you can see a true difference between the old warehouses ceiling paint that was falling off, and now with the bright white ceiling with the red accents to the fire houses give it a great touch. Adding this and some new machines to our west plant truly makes it our show plant to our customers. And for any future customers of Blastek we are welcome to showing the finished job to their potential clients at our West plant, at 5055 36th st se, Grand rapids, Michigan, 49512.

Austin Bayer

Sr. Purchasing Specialist

Cascade Engineering Family of Companies

4950 37th Street SE, Grand Rapids, MI 49512

T 616-350-6998

cascadeng.com



CITY OF NILES
Department of Public Works

February 20, 2023

TO: Whom it may concern

RE: BlasTek – Reference Letter

BlasTek was the low bidder on one of our projects that we had put out for bid in 2022. The work entailed sandblasting to remove old, lead-based paint on a retaining wall, removing lead-based paint on guard rails in one of our parking lots, sandblast a brick wall that had graffiti on it, sandblasting two doors that had graffiti on them, and then repainting all of the surfaces to the specified colors. BlasTek was a pleasure to work with as their communication, work ethic, and work was nothing less than perfect. There were a few additions that we had added to the project as it was on going and they had no problem with executing said additions.

I can highly recommend BlasTek for any job that pertains to what they had done for us as we were more than pleased. Their foreman(s) communicate well, their work is next to the best, and their performance is highly impressive.

If there is any additional information needed, please contact me.

Sincerely,
CITY OF NILES

Zach Holt
Public Works Superintendent

MEMBER: MICHIGAN MUNICIPAL LEAGUE ♦ AMERICAN PUBLIC WORKS ASSOCIATION
333 N. 2nd St., Niles, Michigan 49120
Phone (269) 683-4700 Fax (269) 684-3928
E-mail: DPWsuperintendent@nilesmi.org
City Website: www.ci.niles.mi.us



120 E. Prairie Street, Suite C
Vicksburg, MI 49097
Phone: 269.349.8428
Fax: 269.475.5239
frederickconstruction.com

12-29-2020

To whom it may concern:

Our company is currently restoring The Mill at Vicksburg. The buildings are over 100 years old and have been placed on the department of interior historic register. The current size of the buildings floor plates are over 314,00 square feet. The construction types of the buildings are multi width exterior and interior brick walls, wood post and beam constructed floor plates, structural concrete column and beam floor plates, structural steel roof systems, concrete roof systems, and wood deck roof systems.

This property will become a mixed use and event venue icon in the State of Michigan.

During the design phase it was determined that all of the existing lead paint was to be removed. In the fall of 2018, our company awarded Blastek a contract for the lead abatement. This award was based on capabilities and quality first followed by total cost. As we continue to move towards the finish line in 2021, we have been delighted with our decision. Eric and his crew continually monitor and adjust their techniques to ensure that the existing brick, steel, concrete, and wood surfaces are not damage due to over blasting. We are happy to provide this recommendation and look forward to our continued relationship with Eric and his team paper mill. Should you have any questions or require any additional information please do not hesitate to contact me.

Mike Frederick LEED AP

Project Principal

Mike

Frederick

Digitally signed by Mike Frederick
DN: cn=Mike Frederick,
ou=Frederick Construction, ou,
email=eric@frederickconstruction.com,
c=US
Date: 2021.12.29 16:35:15 -0500



Interurban Transit Partnership

300 Ellsworth Avenue SW Grand Rapids, MI 49503-4005 616.456.7514

August 1, 2022

Eric Waddell
BlasTek, LLC
579 Kirtland Ave SW
Grand Rapids, MI 49507

Dear Mr. Waddell:

I am writing this to provide a letter of reference for BlasTek, LLC in regard to their work on The Rapid's passenger transfer center canopy located at Rapid Central Station, 250 Caesar A. Chavez SW, Grand Rapids, MI.

We contracted with BlasTek to blast and repaint the steel structure supporting the canopy. BlasTek communicated very well with us throughout the project and we able to perform the project while transit operations were still occurring at Rapid Central Station. I am very pleased with how the project was carried out and the quality of the finished product and would recommend BlasTek for future projects.

Sincerely,

A handwritten signature in blue ink that reads 'Kevin Wisselink'.

Kevin Wisselink
Procurement and Capital Planning Director

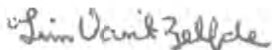
Thursday, April 21, 2022

Eric,

I wanted to take this opportunity to thank you and all the BlasTek team members for the truly remarkable job that was done in the blasting and repainting of the hospital air handlers. Not only was the quality of work wonderful, but the communication was greatly appreciated as well. No matter the time of day or night, I was always able to get answers to my questions. Working in a hospital is tough, there are a lot of best practices, compliance requirements, infection prevention requirements, and a seemingly endless list of NFPA guidelines which govern how we complete our work for the safety of patients, staff, and the public. I greatly appreciate the diligence of the BlasTek staff members in the following of these requirements.

I also wish to thank you for your patience and professionalism. When we had some internal delays and needed to change the schedule and work odd hours for the benefit of our patients, I never heard complaints but instead a can-do attitude. The area in which you worked allowed sound to travel fast, never did I receive complaints for the language used or the content of the conversations between BlasTek team members, this speaks volumes to the quality and character of the entire BlasTek team. Congratulations on a job well done, in budget, and on schedule.

Best Wishes,



Tim Van't Zelfde
Senior Project Manager
Planning/Design/Construction Team



DIXON
ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

November 18, 2020

RE: Blastek LLC. Letter of Reference

To whom it may concern;

Blastek LLC completed a coating rehabilitation project for Dixon Engineering in the spring of this year. The scope of work included the coordination of welding repairs and the complete rehabilitation of the interior coatings of a 6,000 gallon hydropneumatics potable water tank. The project required the protection of sensitive equipment during the blasting and coating application to ensure the systems continued operations while the tank was out of service. It also required Blastek to meet significant submittal requirements prior to the start of the project and a compressed deadline from the date of award to the date the tank was required to be returned to service. Although there were many challenges during the project, Eric, Mitch and his crew's were responsive to the owners requests, our approach to quality assurance and the specification requirements with a commitment of solving problems to the benefit of the project. This was Dixon's first experience working with Blastek and I look forward to the opportunity to recommend them again.

If you have any questions about the project or this reference, please contact me at 616 374-3221 ext 309

For Dixon Engineering,

Eric Binkowski
Project Manager
AWS-CWI 04040071
NACE Certified Coating Inspector – Level 3 #7126

**Members: Society of Protective Coatings • American Water Works Association
Consulting Engineers Council**

GR filtration
GRfiltration.com



Matthew McDonald

11670 46th Ave, Allendale MI 49401
Phone: 231.690.1754
Email: matt.mcdonald@grfiltration.com

► **To Whom it my concern**

Blas-Tek – Blasting Contractors Letter of Referral

For the past year GR Filtration has been using Blas-Tek LLC for multiple blasting and coatings projects. GR Filtration sends on average 1-5 projects to Blas-Tek on a weekly basis. Projects range from interior/exterior industrial tank coatings to structural steel media blasting and coatings to glass blasting stainless steel process piping.

Blas-Tek has completed every project either on schedule or ahead of schedule. They excel with every job in craftsmanship and workmanship. In my mind they are one of the leaders of the trade in the West Michigan area. Their integrity and determination to provide the best service for their customer is undoubtedly one of the best I have ever seen.

I feel confident that they would be able to out perform any other contractor out there. Please feel free to reach out for any other information needed.

Thank you.

Matthew McDonald
Sales and Operations
GR Filtration
2/10/2020



100 YEARS

1919 - 2019

Headquarters
2001 Weldorf NW | Grand Rapids, MI 49544
p. 616.791.9952 or 1.800.594.9244

Regional Offices
Kalamazoo-Portage | 269.492.6662
St. Joseph-Benton Harbor | 269.210.6200

www.andyegan.com

2-07-2020

RE: BLASKTEC LLC. LETTER OF REVERAL

To Whom it may concern,

Over the last few years we have been utilizing Blastek LLC for various fabrication projects ranging from semi loads of large bore carbon steel piping to complex equipment and piping skids. They have not only meet the demanding turnaround of our projects but have also expressed great quality and workmanship. Among other things Blastek has expressed willingness to adapt to specific needs and skill sets of some of our projects.

Please feel free to contact me directly if you'd wish to discuss anything in further detail. It is my recommendation that Blastek is a more that capable painting contracting who's willing to work with their clients for a successful project.

Regards,

Chad Reed
616-893-0529
Project Manager
Andy J. Egan Co.



Kyle Workman
Protective Coatings Representative
General Polymers Flooring Systems
NACE CIP Level 1 Cert #070764
616-293-0415
kyle.r.workman@sherwin.com

02/09/2020

RE: Blastek LLC Letter of Recommendation

To whom it may concern:

I have worked with Mitch Martin and Eric Waddel co-owners of Blastek since early 2017 as a coating's supplier. I have witnessed them complete firsthand multiple projects with both surface preparation and coating. These projects they successfully applied many different types of coating chemistries as supplied by Sherwin-Williams, such as Zinc rich primers, Epoxies, Polyurethanes, Alkyds, Acrylics, Polysiloxanes, and Polyaspartics. No matter the product being applied, they have demonstrated the attention to detail for both planning and executing a successful coating application.

If you have any further questions regarding this reference, please contact me.

Respectfully,

Kyle Workman
Protective Coatings Representative
Sherwin-Williams
NACE CIP Level 1 Cert #070764
Kyle.r.workman@sherwin.com

Respectfully,



Deposit Invoice

20277

Signs By Crannie, Inc.
 4145 Market Place
 Flint, MI, 48507- USA
 Phone: (810)-487-0000 Fax: (810)-487-0711
 www.signsbycrannie.com

Due Date
 Proposal No 013562
 Proposal Date 5/12/2023
 SalesRep AaronH
 Terms Bal upon Comp.
 PO Date
 PO Number
 Cust Id CITYOFS005

Job Name: Solar System Way
 Finding

<p><u>Bill To:</u> City of Swartz Creek Attn: Kris Brown 8083 Civic Dr Swartz Creek, MI 48473- USA</p> <p>Phone (810) 635-4464 Fax Email kbrown@cityofswartzcreek.org</p>	<p><u>Ship To:</u> City of Swartz Creek 8083 Civic Dr Swartz Creek, MI 48473- USA</p>
--	--

Quantity	Product Description	Unit Price	Total
1	Custom Bill Of Material 9 cantilever style informational signs	\$15,290.62	\$15,290.62
1	Custom Bill Of Material Sun	\$4,220.00	\$4,220.00
1	Installation Installation of 9 informational signs and 1 "sun". Quoted for 1 day of hydro excavation and 2 days of installation with a 2 man crew.	\$7,440.00	\$7,440.00
3	Custom Bill Of Material Directional totem	\$4,291.00	\$12,873.00
1	Installation Installation of 3 directional totems	\$1,584.00	\$1,584.00
2	Custom Bill Of Material Trailhead signs	\$2,056.26	\$4,112.52
1	Installation Installation of 2 trailhead signs	\$1,056.00	\$1,056.00
1	Custom Bill Of Material Graphics for New Zealand panel	\$237.00	\$237.00
1	Custom Bill Of Material Shipping graphic to New Zealand	\$500.00	\$500.00



Deposit Invoice

20277

Signs By Crannie, Inc.
 4145 Market Place
 Flint, MI, 48507- USA
 Phone: (810)-487-0000 Fax: (810)-487-0711
 www.signsbycrannie.com

Due Date
 Proposal No 013562
 Proposal Date 5/12/2023
 SalesRep AaronH
 Terms Bal upon Comp.
 PO Date
 PO Number
 Cust Id CITYOFS005

Job Name: Solar System Way
 Finding

Bill To:
 City of Swartz Creek
 Attn: Kris Brown
 8083 Civic Dr
 Swartz Creek, MI 48473- USA

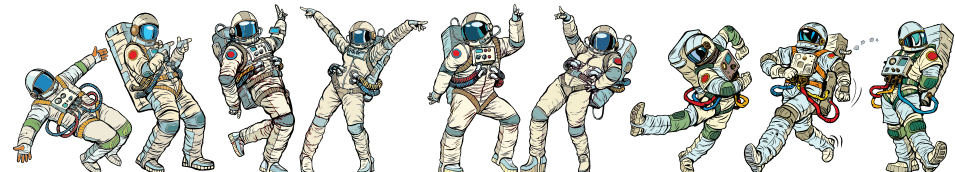
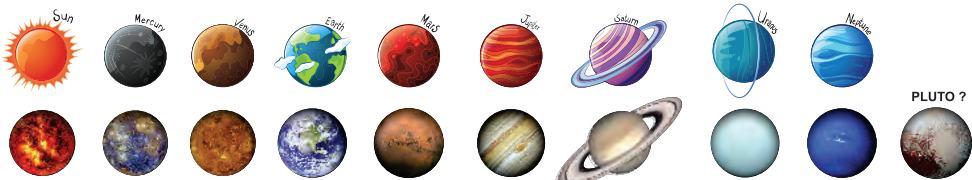
 Phone (810) 635-4464 Fax
 Email kbrown@cityofswartzcreek.org

Ship To:
 City of Swartz Creek
 8083 Civic Dr
 Swartz Creek, MI 48473- USA

Quantity	Product Description	Unit Price	Total
----------	---------------------	------------	-------

We appreciate your business.

Taxable	\$0.00
NonTaxable	\$47,313.14
Freight	\$0.00
Permits.	\$0.00
SalesTax	\$0.00
<u>OrderTotal</u>	<u>\$47,313.14</u>
Deposit Req 50%	\$23,656.57
Net due upon completion	



4"

20"

NOTES:
 • confirm actual miles & feet distances? miles or km?
 • if actual scaled planets need to be shown, what is the scale/size of them?
 • Do we include Pluto? is that the 10th sign?

COSMOS IN THE CREEK

CONGRATULATIONS YOU'VE MADE IT TO JUPITER!
 IT'S 75 FEET FROM THE SUN
 WHICH IS EQUIVALENT TO 464.57 MILLION MILES

Did You Know?...

- Eleven Earths could fit across Jupiter's Equator.
- Jupiter is a gas giant, it has a solid inner core
- Jupiter has 95 officially recognized moons
- Jupiter's Great Red Spot is a gigantic storm that's about twice the size of Earth and has raged for over a century

INTERESTING INFO
 Jupiter is a world of extremes. It's the largest planet in our solar system, if it were a hollow shell, 1,000 Earths could fit inside. It's also the oldest planet, forming from the dust and gases left over from the Sun's formation 4.5 billion years ago. But it has the shortest day in the solar system, taking only 10.5 hours to spin around once on its axis.
 Jupiter's signature stripes and swirls are actually cold, windy clouds of ammonia and water, floating in an atmosphere of hydrogen and helium. The dark orange stripes are called belts, while the lighter bands are called zones, and they flow east and west in opposite directions. Jupiter's iconic Great Red Spot is a giant storm bigger than Earth that has raged for hundreds of years.

Planet Type	Gas Giant
Radius (R)	69,911 km
Mass (m)	1.89819 x 10 ²⁷ kg
Volume (V)	1,431,281,810,739,360 km ³
Density (ρ)	1.326 g/cm ³
Temperature (T)	Avg. -169°F (-110°C)
Distance from Sun	461,787,833 miles
Orbital Period	12 Earth years
Rotation Time	10 hours
Atmospheric Pressure	>>1000 bar

3"x6"
SPONSOR PANEL

NEXT STOP MARS!
 342 MILLION MILES!
 (100 FEET)

NEXT STOP SATURN!
 400 MILLION MILES!
 (80 FEET)

This Section info is from Nasa Facts / Intro / Name Sake / Pot. For Life Sections

18"

COSMOS IN THE CREEK

CONGRATULATIONS YOU'VE MADE IT TO SATURN!
 IT'S 150 FEET FROM THE SUN
 WHICH IS EQUIVALENT TO 917 MILLION MILES

Did You Know?...

- A day on Saturn is 10.7 hours
- A year on Saturn is about 29 Earth years
- Saturn has 146 moons
- Saturn is a gas giant
- Saturn has a radius of 36,183.7 miles or 58,232 Kilometers

INTERESTING INFO
 Saturn is the sixth planet from the Sun, and the second-largest planet in our solar system. Like fellow gas giant Jupiter, Saturn is a massive ball made mostly of hydrogen and helium. Saturn is not the only planet to have rings, but none are as spectacular or as complex as Saturn's. Saturn also has dozens of moons.
 From the jets of water that spray from Saturn's moon Enceladus to the methane lakes on smoggy Titan, the Saturn system is a rich source of scientific discovery and still holds many mysteries.
 The farthest planet from Earth discovered by the unaided human eye, Saturn has been known since ancient times. The planet is named for the Roman god of agriculture and wealth, who was also the father of Jupiter.
 Saturn's rings are thought to be pieces of comets, asteroids, or shattered moons that broke up before they reached the planet, torn apart by Saturn's powerful gravity. They are made of billions of small chunks of ice and rock coated with other materials such as dust.
 While planet Saturn is an unlikely place for living things to take hold, the same is not true of some of its many moons. Satellites like Enceladus and Titan, home to internal oceans, could possibly support life.

Planet Type	Gas Giant
Radius (R)	58,232 km
Mass (m)	5.68319 x 10 ²⁶ kg
Volume (V)	827,129,915,150,897 km ³
Density (ρ)	0.687 g/cm ³
Temperature (T)	Avg. -220°F (-140°C)
Distance from Sun	917 miles
Orbital Period	29 Earth years
Rotation Time	10 hours, 45 minutes
Atmospheric Pressure	>>1000 bar

3"x6"
SPONSOR PANEL

NEXT STOP JUPITER!
 400 MILLION MILES!
 (80 FEET)

NEXT STOP URANUS!
 900 MILLION MILES!
 (160 FEET)

Blue Oval Section Nasa / Quick Facts

Chart info is from Planetarium Sheets

X
Signature for approval of artwork - Proceed to production as shown



4145 Market Place
 Flint, Michigan 48507
 810-487-0000
 www.SignsByCrannie.com

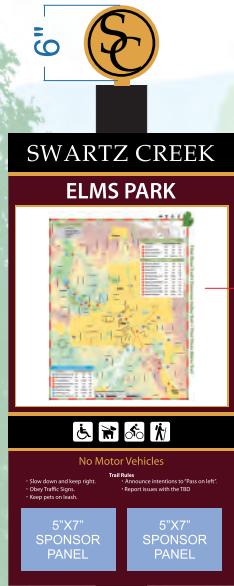
Customer: City of Swartz Creek
 Address: X

126

Salesperson: Aaron Hinman
 Date: 5-5-23
 Drawn By: G.Alumbaugh
 Scale: 3/4"=1'-0"

Filename: CityOfSC-24-Cosmos Park Signs
 Revision: GA 5-12-23 GA 3-12-24



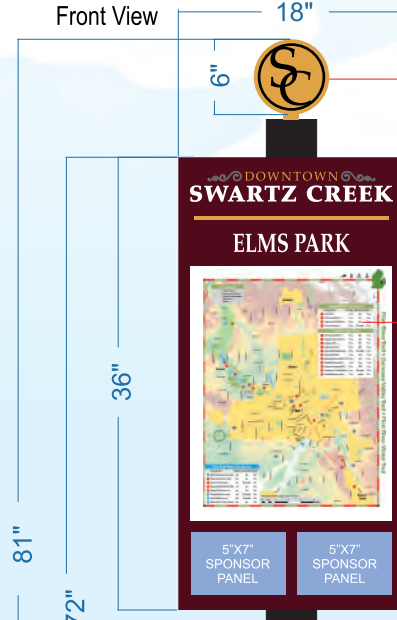


PANEL OPTION #2

16"H x 16"W Map Area



Front View



PANEL OPTION #1

Aluminum Logo Panel w/ Vinyl Graphics

20"H x 16"W Map Area

1" Deep Aluminum Pan w/ Digital Print Vinyl Graphics

4" Round Pipe Painted Black

Side View



Wayfinding Signs

- Non-Illuminated
- All Copy, Maps, Etc. TBD/Conceptual Only

TRAIL HEAD SIGNS

X

Signature for approval of artwork - Proceed to production as shown



4145 Market Place
Flint, Michigan 48507
810-487-0000
www.SignsByCrannie.com

Customer: City of Swartz Creek
Address: X

127

Salesperson: Aaron Hinman
Date: 7-26-23
Drawn By: G. Alumbaugh
Scale: 3/4"=1'-0"

Filename: CityOfSC-24-Trail Head Signs
Revision: GA 9-20-23 GA 3-12-24



BUDGET REPORT FOR CITY OF SWARTZ CREEK
 Calculations as of 03/31/2024

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
101-000.000-402.000 * *	Current Tax Revenue	789,675	814,237	815,600	815,600	872,519
101-000.000-402.301 * *	Current Tax Revenue P SFTY	776,314	801,587	807,000	807,000	906,753
101-000.000-412.000	Delinquent Tax Revenue	259	95	75	95	100
101-000.000-433.000	St-Charge in Lieu	1,656		1,790	1,790	1,790
101-000.000-434.000	St-Mobile Tax in Lieu	1,007	765	960	960	960
101-000.000-445.000	Late Payment Interest Revenue	14,387	11,944	10,000	11,944	10,000
101-000.000-445.100	MR Penalty & Interest	40		35	35	
101-000.000-448.000	Collection Fees	8,800	8,800	8,800	8,800	8,800
101-000.000-449.000	NSF Fee	649	875	400	400	400
101-000.000-477.001	Franchise Fees	110,566	52,107	110,000	110,000	110,000
101-000.000-477.100	Wireless Leases	77,838	41,615	66,600	66,600	66,600
101-000.000-528.000	Federal Grants - Other	30,552				
101-000.000-573.000	LCSA Share Taxes PA 80 2014/2016 Fwd	24,580	11,670	15,000	15,000	15,000
101-000.000-574.100 * *	Constitutional Sales Tax	634,969	339,510	645,346	645,346	649,103
101-000.000-574.300 * *	CVTRS Revenue Share	57,464	29,598	61,326	61,326	64,549
101-000.000-608.000	Admin Fee	86,243	87,965	97,000	97,000	95,000
101-000.000-664.000	Interest Income	22,731	18,985	8,500	18,979	7,500
101-000.000-675.000	Misc.	4,634	150	120	120	
101-000.000-677.000	Reimbursements	10,181	533	203	203	
101-000.000-677.200	Reimbursements from DDA	2,500		5,000	5,000	10,000
101-000.000-694.000	Cash Over & Short	2	2	2	2	5
101-000.000-696.000	BOND OR INSURANCE RECOVERIES	6,075				
Totals for dept 000.000 - General		2,661,122	2,220,438	2,653,757	2,666,200	2,819,079
Dept 172.000 - Executive						
101-172.000-677.000	Reimbursements	15,927	385			
Totals for dept 172.000 - Executive		15,927	385			
Dept 262.000 - Elections						
101-262.000-677.000	Reimbursements		390			
Totals for dept 262.000 - Elections			390			

Dept 266.000 - Legal Council					
101-266.000-677.000	Reimbursements	560	19,515	19,515	
Totals for dept 266.000 - Legal Council		560	19,515	19,515	
Dept 301.000 - Police Dept					
101-301.000-543.000	State Liquor Returns	4,914	4,825	4,825	4,700
101-301.000-627.000	Charges for Services		410	410	
101-301.000-657.000	Ordinance Fees		3,571		
Totals for dept 301.000 - Police Dept		4,914	8,806	5,235	4,700
Dept 336.000 - Fire Department					
101-336.000-677.000	Reimbursements		1,075	1,075	
Totals for dept 336.000 - Fire Department			1,075	1,075	
Dept 345.000 - PUBLIC SAFETY BUILDING					
101-345.000-627.000	Charges for Services	24,264	19,993	22,000	22,000
101-345.000-677.000	Reimbursements	2,324	1,268	2,200	2,200
Totals for dept 345.000 - PUBLIC SAFETY BUILDING		26,588	21,261	24,200	24,200
Dept 371.000 - Building/Zoning/Planning					
101-371.000-476.001	Building Permits	24,982	26,532	25,000	24,000
101-371.000-476.005	Plumbing Inspection Revenue	6,849	5,657	5,900	5,500
101-371.000-476.006	Mechanical Inspection Revenue	11,105	7,560	13,195	10,000
101-371.000-476.007	Electrical Inspection Revenue	9,912	8,549	19,195	10,000
101-371.000-478.000	Other Permits	3,755	3,290	2,840	3,000
101-371.000-479.000	Rental Inspection Revenue	10,180	6,585	10,000	10,000
101-371.000-608.100	Site Plan Review Fees	437			
101-371.000-627.000	Charges for Services	1,072	785	775	775
101-371.000-677.000	Reimbursements	736			
Totals for dept 371.000 - Building/Zoning/Planning		69,028	58,958	76,905	63,275
Dept 444.000 - Sidewalks					
101-444.000-418.478	Snow Removal Revenue	2,439		3,000	3,000
Totals for dept 444.000 - Sidewalks		2,439		3,000	3,000
Dept 448.000 - Lighting					
101-448.000-589.000	Condo Lighting	6,575	4,931	6,575	6,575
101-448.000-589.100	Clayton-Bristol Rd St Lighting	1,100		1,000	1,000
101-448.000-589.200	Carriage Commons Lighting Reim	1,147	860	1,147	1,147
Totals for dept 448.000 - Lighting		8,822	5,791	8,722	8,722
Dept 523.000 - Grass, Brush & Weeds					
101-523.000-416.000	Current Weed Revenue	3,460	5,700	5,700	3,600

Totals for dept 523.000 - Grass, Brush & Weeds	3,460	5,700	5,700	5,700	3,600
Dept 694.000 - Community Development Block Grant					
101-694.000-522.000 * * Federal Grants - CDBG			37,721		37,721
101-694.000-529.100 * * Senior Ctr Operations	2,101		2,101	2,101	2,101
Totals for dept 694.000 - Community Development Block Grant	2,101		39,822	2,101	39,822
Dept 728.005 - Holland Square Streetscape					
101-728.005-674.248 Contribution from DDA	40,000	40,000	40,000	40,000	
Totals for dept 728.005 - Holland Square Streetscape	40,000	40,000	40,000	40,000	
Dept 780.000 - Parks & Recreation					
101-780.000-674.000 Contributions & Donations		55			
101-780.000-674.001 CONTRIBUTIONS & DONATIONS LARGE DECAL		30			
101-780.000-674.002 CONTRIBUTIONS & DONATIONS SMALL DECAL		100			
101-780.000-674.003 COSMOS IN THE CREEK DONATIONS		10,500		10,500	
Totals for dept 780.000 - Parks & Recreation		10,685		10,500	
Dept 780.500 - Mundy Twp Park Services					
101-780.500-677.000 * * Reimbursements	12,764	6,987	10,166	10,166	11,024
Totals for dept 780.500 - Mundy Twp Park Services	12,764	6,987	10,166	10,166	11,024
Dept 782.000 - Facilities - Abrams Park					
101-782.000-651.000 Use and Admission Fee	640	330	330	330	500
101-782.000-674.000 Contributions & Donations		6,000	6,000	6,000	6,000
Totals for dept 782.000 - Facilities - Abrams Park	640	6,330	6,330	6,330	6,500
Dept 783.000 - Facilities - Elms Rd Park					
101-783.000-651.000 Use and Admission Fee	10,430	6,395	10,000	10,000	10,000
101-783.000-677.000 Reimbursements	2,075	1,375	1,375	1,375	
Totals for dept 783.000 - Facilities - Elms Rd Park	12,505	7,770	11,375	11,375	10,000
Dept 786.000 - Non-Motorized Trailway					
101-786.000-528.000-786.000 Federal Grants - Other	400,000				
101-786.000-560.000-786.000 State DNR Grant	270,000		30,000	30,000	
101-786.000-677.000-786.000 * * Reimbursements	4,436	129,678	65,000	194,631	
Totals for dept 786.000 - Non-Motorized Trailway	674,436	129,678	95,000	224,631	
Dept 790.000 - Facilities-Senior Center/Libr					
101-790.000-627.000 Charges for Services	5,648	182	5,300	5,300	5,300
Totals for dept 790.000 - Facilities-Senior Center/Libr	5,648	182	5,300	5,300	5,300
Dept 794.000 - Community Promotions Program					

101-794.000-551.000	Other State Grant Revenue		5,000		5,000
101-794.000-677.000	Reimbursements	130			
Totals for dept 794.000 - Community Promotions Program		130	5,000		5,000
Dept 797.000 - Facilities - City Parking Lots					
101-797.000-677.000	Reimbursements		21,933	21,933	21,933
Totals for dept 797.000 - Facilities - City Parking Lots			21,933	21,933	21,933
TOTAL ESTIMATED REVENUES		3,541,084	2,570,884	3,008,520	3,149,435
					2,996,222

APPROPRIATIONS

Dept 000.000 - General

101-000.000-983.100 * *	ERC Lighting Conversion Program Expense	13,519	10,206	13,524	13,524	14,133
Totals for dept 000.000 - General		13,519	10,206	13,524	13,524	14,133

Dept 101.000 - Council

101-101.000-702.000	Wages	14,160	9,941	14,404	14,404	15,200
101-101.000-704.100	FICA - Employer's Share	884	623	893	893	942
101-101.000-704.200	Medicare - Employer's Share	206	146	208	208	220
101-101.000-705.000	Medical Insurance - ER	771	504	783	783	838
101-101.000-705.100	Vision Benefits	7	3	8	8	8
101-101.000-705.200	Dental Benefits	76	27	85	85	88
101-101.000-706.000	Life Insurance - ER cost	31	22	35	35	35
101-101.000-707.000	Retirement Contributions-ER	540	429	600	600	593
101-101.000-707.100	Health Care Savings Plan - ER	175	141	197	197	170
101-101.000-708.000	Sick & Accident Premiums-ER	125	76	132	132	148
101-101.000-726.000	Supplies	380	17	100	100	100
101-101.000-801.000	Contractual Services			100	100	
101-101.000-910.200	General Liability Insurance	3,628	3,971	4,200	4,200	4,410
101-101.000-910.500	Workers Comp Insurance	6	8	8	8	10
101-101.000-960.000	Education and Training	2,569	2,645	3,500	3,500	3,250
Totals for dept 101.000 - Council		23,558	18,553	25,253	25,253	26,012

Dept 172.000 - Executive

101-172.000-702.000	Wages	42,778	33,895	45,523	45,523	48,885
101-172.000-704.100	FICA - Employer's Share	2,908	2,293	2,941	2,941	3,031
101-172.000-704.200	Medicare - Employer's Share	680	536	688	688	709
101-172.000-705.000	Medical Insurance - ER	6,787	5,508	7,500	7,500	8,026
101-172.000-705.100	Vision Benefits	61	45	64	64	66
101-172.000-705.200	Dental Benefits	711	542	741	741	764
101-172.000-706.000	Life Insurance - ER cost	195	150	206	206	206
101-172.000-707.000	Retirement Contributions-ER	72,167	54,281	72,222	72,222	72,366

101-172.000-707.100	Health Care Savings Plan - ER	1,876	1,479	1,898	1,898	1,955
101-172.000-708.000	Sick & Accident Premiums-ER	611	465	642	642	658
101-172.000-801.000 * *	Contractual Services	12,261	23,759	32,130	32,130	14,130
101-172.000-850.000	Communications	187	140	190	190	190
101-172.000-910.200	General Liability Insurance	5,607	4,409	5,700	5,700	5,985
101-172.000-910.500	Workers Comp Insurance	68	123	216	216	280
101-172.000-940.000	Vehicle and Travel Expense	3,936	2,952	3,940	3,940	3,940
101-172.000-960.000	Education and Training	368	105	150	150	150
101-172.000-961.000	Miscellaneous	1,858	12,800	59,432	59,432	
101-172.000-971.000	Land Purchase	92,068	6,768		6,768	
Totals for dept 172.000 - Executive		245,127	150,250	234,183	240,951	161,341
Dept 215.000 - Administration and Clerk						
101-215.000-702.000	Wages	18,551	20,119	25,193	25,193	20,876
101-215.000-704.100	FICA - Employer's Share	1,161	1,259	1,561	1,561	1,294
101-215.000-704.200	Medicare - Employer's Share	272	294	365	365	300
101-215.000-705.000	Medical Insurance - ER	180	232	1,380	1,380	1,476
101-215.000-705.100	Vision Benefits	5		18	18	19
101-215.000-705.200	Dental Benefits	56	3	196	196	202
101-215.000-706.000	Life Insurance - ER cost	137	121	184	184	184
101-215.000-707.000	Retirement Contributions-ER	1,873	1,830	2,519	2,519	2,088
101-215.000-707.100	Health Care Savings Plan - ER	714	762	967	967	771
101-215.000-708.000	Sick & Accident Premiums-ER	416	315	546	546	503
101-215.000-726.000	Supplies		94	300	300	140
101-215.000-745.000	Postage	2,897	2,232	1,700	1,700	2,040
101-215.000-801.000	Contractual Services	281	1,788	1,479	1,479	2,000
101-215.000-850.000	Communications		28			
101-215.000-900.000	Printing and Publishing	2,501	2,141	2,900	2,900	3,000
101-215.000-960.000	Education and Training	65	838	1,300	1,300	1,400
101-215.000-961.000	Miscellaneous		29			
101-215.000-976.000	Equipment			300	300	
Totals for dept 215.000 - Administration and Clerk		29,109	32,085	40,908	40,908	36,293
Dept 228.000 - Information Technology						
101-228.000-726.000	Supplies			80	80	
101-228.000-801.000	Contractual Services	16,553	16,737	20,000	20,000	23,000
101-228.000-976.000	Equipment			438	438	
Totals for dept 228.000 - Information Technology		16,553	16,737	20,518	20,518	23,000
Dept 247.000 - Board of Review						
101-247.000-702.000	Wages	1,890	579	3,150	3,150	3,417
101-247.000-704.100	FICA - Employer's Share	117	36	195	195	212
101-247.000-704.200	Medicare - Employer's Share	27	8	46	46	50

101-247.000-707.000	Retirement Contributions-ER		1			
101-247.000-726.000	Supplies	113		125	125	125
101-247.000-900.000	Printing and Publishing	454		400	400	400
Totals for dept 247.000 - Board of Review		2,601	624	3,916	3,916	4,204
Dept 253.000 - Treasurer						
101-253.000-702.000	Wages	59,957	53,182	66,074	66,074	64,589
101-253.000-704.100	FICA - Employer's Share	3,777	3,358	4,096	4,096	4,005
101-253.000-704.200	Medicare - Employer's Share	883	785	958	958	937
101-253.000-705.000	Medical Insurance - ER	9,113	10,395	9,786	9,786	10,471
101-253.000-705.100	Vision Benefits	82	54	85	85	88
101-253.000-705.200	Dental Benefits	855	531	888	888	914
101-253.000-706.000	Life Insurance - ER cost	279	201	291	291	401
101-253.000-707.000	Retirement Contributions-ER	5,540	4,837	5,862	5,862	5,318
101-253.000-707.100	Health Care Savings Plan - ER	467	869	488	488	1,614
101-253.000-708.000	Sick & Accident Premiums-ER	1,040	785	1,081	1,081	1,433
101-253.000-726.000	Supplies	1,089	1,484	1,170	1,170	1,200
101-253.000-745.000	Postage	685	348	640	640	650
101-253.000-801.000	Contractual Services	17,852	28,175	18,645	18,645	28,000
101-253.000-805.000	Bank Fees	640	717	450	450	800
101-253.000-900.000	Printing and Publishing		131	30	30	100
101-253.000-910.300	Insurance and Bonds	40	20	60	60	60
101-253.000-940.000	Vehicle and Travel Expense	214	373	200	200	400
101-253.000-960.000	Education and Training	258	2,145	300	300	1,500
101-253.000-961.000	Miscellaneous	122	11	100	100	
Totals for dept 253.000 - Treasurer		102,893	108,401	111,204	111,204	122,480
Dept 257.000 - Assessor						
101-257.000-702.000	Wages	2,751	3,024	3,807	3,807	3,762
101-257.000-704.100	FICA - Employer's Share	171	187	236	236	233
101-257.000-704.200	Medicare - Employer's Share	40	44	55	55	55
101-257.000-705.000	Medical Insurance - ER	13		215	215	231
101-257.000-705.100	Vision Benefits			4	4	4
101-257.000-705.200	Dental Benefits	4	4	24	24	25
101-257.000-706.000	Life Insurance - ER cost	18	16	24	24	24
101-257.000-707.000	Retirement Contributions-ER	225	237	313	313	273
101-257.000-707.100	Health Care Savings Plan - ER	90	103	125	125	98
101-257.000-708.000	Sick & Accident Premiums-ER	52	41	68	68	83
101-257.000-726.000	Supplies			25	25	25
101-257.000-745.000	Postage	1,254	1,269	1,300	1,300	1,300
101-257.000-801.000	Contractual Services	31,763	25,205	32,402	32,402	34,668
101-257.000-899.000	MTT Appeals and Payments			15,000	15,000	10,000
101-257.000-900.000	Printing and Publishing	578		600	600	600

101-257.000-960.000	Education and Training	371	1,289	1,000	1,000	1,500
Totals for dept 257.000 - Assessor		37,330	31,419	55,198	55,198	52,881
Dept 262.000 - Elections						
101-262.000-702.000 * *	Wages	33,721	32,922	47,768	47,768	40,993
101-262.000-704.100	FICA - Employer's Share	1,663	2,026	1,473	1,473	2,542
101-262.000-704.200	Medicare - Employer's Share	389	474	345	345	595
101-262.000-705.000	Medical Insurance - ER	342	364	1,523	1,523	1,630
101-262.000-705.100	Vision Benefits	5	5	18	18	19
101-262.000-705.200	Dental Benefits	57	21	199	199	205
101-262.000-706.000	Life Insurance - ER cost	116	106	162	162	162
101-262.000-707.000	Retirement Contributions-ER	1,681	1,739	2,278	2,278	1,937
101-262.000-707.100	Health Care Savings Plan - ER	620	670	860	860	691
101-262.000-708.000	Sick & Accident Premiums-ER	356	284	497	497	486
101-262.000-726.000	Supplies	2,636	5,601	3,000	3,000	6,000
101-262.000-745.000	Postage	2,105	4,698	6,000	6,000	4,000
101-262.000-801.000 * *	Contractual Services	4,350	5,866	5,400	5,400	5,900
101-262.000-940.000	Vehicle and Travel Expense	151	394	200	200	600
101-262.000-941.000	Equipment Rental	272	327	300	300	350
101-262.000-960.000	Education and Training	1,140	940	2,000	2,000	2,500
101-262.000-976.000	Equipment			7,000	7,000	7,000
Totals for dept 262.000 - Elections		49,604	56,437	79,023	79,023	75,610
Dept 265.000 - Facilities - City Hall						
101-265.000-702.000	Wages	2,497	3,099	3,914	3,914	4,213
101-265.000-704.100	FICA - Employer's Share	155	193	249	249	261
101-265.000-704.200	Medicare - Employer's Share	36	45	58	58	61
101-265.000-705.000	Medical Insurance - ER	368	680	489	489	523
101-265.000-705.100	Vision Benefits	3	7	5	5	5
101-265.000-705.200	Dental Benefits	40	84	55	55	57
101-265.000-706.000	Life Insurance - ER cost	8	11	14	14	14
101-265.000-707.000	Retirement Contributions-ER	188	293	350	350	366
101-265.000-707.100	Health Care Savings Plan - ER	48	75	119	119	123
101-265.000-708.000	Sick & Accident Premiums-ER	41	73	64	64	70
101-265.000-726.000	Supplies	508	1,080	600	600	1,000
101-265.000-850.000	Communications	2,567	1,930	3,250	3,250	3,250
101-265.000-910.100	Property Insurance	770	1,001	900	900	945
101-265.000-910.500	Workers Comp Insurance	(50)	55	81	81	113
101-265.000-920.000	Utilities	3,715	2,642	3,950	3,950	4,148
101-265.000-930.000	Repairs and Maintenance	5,306	3,054	3,708	3,708	3,708
101-265.000-941.000	Equipment Rental	563	1,028	200	200	500
101-265.000-961.000	Miscellaneous			100	100	
Totals for dept 265.000 - Facilities - City Hall		16,763	15,350	18,106	18,106	19,357

Dept 266.000 - Legal Council						
101-266.000-801.000	Contractual Services	15,560	10,691	18,900	18,900	18,900
Totals for dept 266.000 - Legal Council		15,560	10,691	18,900	18,900	18,900
Dept 301.000 - Police Dept						
101-301.000-801.000	Contractual Services	7,851	11,776	7,900	11,776	12,000
101-301.000-910.100	Property Insurance	24	43	25	25	26
Totals for dept 301.000 - Police Dept		7,875	11,819	7,925	11,801	12,026
Dept 301.266 - Legal Council PSFY						
101-301.266-801.000	Contractual Services	22,208	14,430	24,000	24,000	24,000
Totals for dept 301.266 - Legal Council PSFY		22,208	14,430	24,000	24,000	24,000
Dept 301.851 - Retiree Employer Health Care PSFY						
101-301.851-705.000	Medical Insurance - ER	34,282	18,900	34,250	34,250	36,648
Totals for dept 301.851 - Retiree Employer Health Care PSFY		34,282	18,900	34,250	34,250	36,648
Dept 334.000 - Metro Police Authority						
101-334.000-998.334 **	Metro Police Authority Appropriation	1,148,447	912,075	1,210,137	1,210,137	1,291,290
Totals for dept 334.000 - Metro Police Authority		1,148,447	912,075	1,210,137	1,210,137	1,291,290
Dept 336.000 - Fire Department						
101-336.000-801.000 **	Contractual Services	44,043	30,523	47,663	47,663	50,046
101-336.000-976.100	Siren Expense	1,873	1,752	2,100	2,100	2,100
101-336.000-998.736 **	Fire Board Appropriation	125,989	140,415	132,599	140,415	153,016
Totals for dept 336.000 - Fire Department		171,905	172,690	182,362	190,178	205,162
Dept 345.000 - PUBLIC SAFETY BUILDING						
101-345.000-702.000	Wages	4,497	1,958	5,819	5,819	6,067
101-345.000-704.100	FICA - Employer's Share	280	123	364	364	376
101-345.000-704.200	Medicare - Employer's Share	66	29	85	85	88
101-345.000-705.000	Medical Insurance - ER	739	423	616	616	659
101-345.000-705.100	Vision Benefits	7	4	6	6	6
101-345.000-705.200	Dental Benefits	85	42	71	71	73
101-345.000-706.000	Life Insurance - ER cost	15	7	12	12	12
101-345.000-707.000	Retirement Contributions-ER	378	177	300	300	314
101-345.000-707.100	Health Care Savings Plan - ER	81	51	93	93	95
101-345.000-708.000	Sick & Accident Premiums-ER	83	41	66	66	74
101-345.000-726.000	Supplies	36		100	100	100
101-345.000-850.000	Communications	5	4	5	5	5
101-345.000-910.100	Property Insurance	2,873	3,180	3,250	3,250	3,413
101-345.000-910.500	Workers Comp Insurance	(126)	161	285	285	273

101-345.000-920.000	Utilities	15,489	9,301	19,100	19,100	20,055
101-345.000-930.000	Repairs and Maintenance	45,270	4,348	7,795	7,795	8,028
101-345.000-941.000	Equipment Rental	883	373	550	550	500
Totals for dept 345.000 - PUBLIC SAFETY BUILDING		70,661	20,222	38,517	38,517	40,138
Dept 371.000 - Building/Zoning/Planning						
101-371.000-702.000	Wages	29,303	23,751	31,828	31,828	35,167
101-371.000-704.100	FICA - Employer's Share	1,896	1,536	2,039	2,039	2,180
101-371.000-704.200	Medicare - Employer's Share	443	359	475	475	510
101-371.000-705.000	Medical Insurance - ER	3,859	3,350	4,428	4,428	4,738
101-371.000-705.100	Vision Benefits	38	24	41	41	42
101-371.000-705.200	Dental Benefits	424	276	461	461	475
101-371.000-706.000	Life Insurance - ER cost	130	97	139	139	139
101-371.000-707.000	Retirement Contributions-ER	2,973	2,369	3,136	3,136	3,321
101-371.000-707.100	Health Care Savings Plan - ER	1,113	864	1,158	1,158	1,173
101-371.000-708.000	Sick & Accident Premiums-ER	462	333	495	495	557
101-371.000-726.000	Supplies	144		100	100	50
101-371.000-745.000	Postage	227	88	175	175	175
101-371.000-801.000	Contractual Services	30,214	29,500	21,000	29,500	20,000
101-371.000-801.005	Plumbing Inspection Expenditure	5,552	3,109	5,000	5,000	5,000
101-371.000-801.006	Mechanical Inspection Expenditure	8,182	4,652	9,500	9,500	9,500
101-371.000-801.007	Electrical Inspection Expenditure	8,120	4,791	9,500	9,500	9,500
101-371.000-801.008	Building Permit Expenditure	18,253	12,833	26,000	26,000	26,000
101-371.000-801.009	Zoning Permit Expenditure	353	271	400	400	400
101-371.000-801.010	Rental Inspection Expense	5,602	1,678	5,000	5,000	5,000
101-371.000-850.000	Communications	24	18	26	26	26
101-371.000-900.000	Printing and Publishing	2,790	1,204	1,400	1,400	1,400
101-371.000-940.000	Vehicle and Travel Expense	1,147	720	950	950	950
101-371.000-960.000	Education and Training	2,993	2,475	3,400	3,400	3,000
Totals for dept 371.000 - Building/Zoning/Planning		124,242	94,298	126,651	135,151	129,303
Dept 444.000 - Sidewalks						
101-444.000-801.000	Contractual Services			1,925	1,925	
101-444.000-801.478	Contractual Services - Snow Removal	2,775		3,000	3,000	
Totals for dept 444.000 - Sidewalks		2,775		4,925	4,925	
Dept 448.000 - Lighting						
101-448.000-920.000	Utilities	94,528	64,019	103,000	103,000	108,150
Totals for dept 448.000 - Lighting		94,528	64,019	103,000	103,000	108,150
Dept 463.000 - Routine Maint - Streets						
101-463.000-964.000	REFUNDS AND REBATES	643				
Totals for dept 463.000 - Routine Maint - Streets		643				

Dept 523.000 - Grass, Brush & Weeds						
101-523.000-801.000	Contractual Services	655	360	1,500	1,500	1,500
Totals for dept 523.000 - Grass, Brush & Weeds		655	360	1,500	1,500	1,500
Dept 538.500 - Intercommunity storm drains						
101-538.500-930.000	Repairs and Maintenance	9,870				
Totals for dept 538.500 - Intercommunity storm drains		9,870				
Dept 567.000 - Facilities - Cemetery						
101-567.000-702.000	Wages	96	284	187	187	197
101-567.000-704.100	FICA - Employer's Share	6	18	12	12	12
101-567.000-704.200	Medicare - Employer's Share	1	4	3	3	3
101-567.000-705.000	Medical Insurance - ER	21	54	48	48	51
101-567.000-705.100	Vision Benefits		1			
101-567.000-705.200	Dental Benefits	3	9	5	5	5
101-567.000-706.000	Life Insurance - ER cost		1	1	1	1
101-567.000-707.000	Retirement Contributions-ER	8	23	17	17	18
101-567.000-707.100	Health Care Savings Plan - ER	1	4	3	3	3
101-567.000-708.000	Sick & Accident Premiums-ER	2	8	3	3	4
101-567.000-726.000	Supplies		9	25	25	25
101-567.000-910.100	Property Insurance	27	30	35	35	37
101-567.000-910.500	Workers Comp Insurance	8	5	8	8	11
101-567.000-930.000	Repairs and Maintenance	3,130	1,449	2,400	2,400	2,400
101-567.000-941.000	Equipment Rental	50	212	25	25	50
Totals for dept 567.000 - Facilities - Cemetery		3,353	2,111	2,772	2,772	2,817
Dept 694.000 - Community Development Block Grant						
101-694.000-702.000	Wages		92			
101-694.000-704.100	FICA - Employer's Share		6			
101-694.000-704.200	Medicare - Employer's Share		1			
101-694.000-705.000	Medical Insurance - ER		13			
101-694.000-705.200	Dental Benefits		1			
101-694.000-707.000	Retirement Contributions-ER		2			
101-694.000-708.000	Sick & Accident Premiums-ER		1			
101-694.000-801.000 **	Contractual Services			37,721		37,721
101-694.000-801.050 **	Contractual Services-Senior Ctr Oper	2,101		2,101	2,101	2,101
101-694.000-941.000	Equipment Rental		40			
Totals for dept 694.000 - Community Development Block Grant		2,101	156	39,822	2,101	39,822
Dept 728.000 - Economic Development						
101-728.000-726.000	Supplies	36		40	40	40
101-728.000-801.000 **	Contractual Services	8,907	5,017	12,825	12,825	13,866

Totals for dept 728.000 - Economic Development		8,943	5,017	12,865	12,865	13,906
Dept 780.000 - Parks & Recreation						
101-780.000-702.000	Wages	1,065	2,035	3,417	3,417	3,609
101-780.000-704.100	FICA - Employer's Share	72	128	215	215	224
101-780.000-704.200	Medicare - Employer's Share	17	30	50	50	52
101-780.000-705.000	Medical Insurance - ER	217	765	482	482	516
101-780.000-705.100	Vision Benefits	2	8	4	4	4
101-780.000-705.200	Dental Benefits	19	90	49	49	50
101-780.000-706.000	Life Insurance - ER cost	3	10	9	9	9
101-780.000-707.000	Retirement Contributions-ER	64	187	248	248	260
101-780.000-707.100	Health Care Savings Plan - ER	9	42	74	74	76
101-780.000-708.000	Sick & Accident Premiums-ER	19	83	48	48	53
101-780.000-726.000	Supplies	2,375	401	1,100	1,100	1,100
101-780.000-801.000	Contractual Services	14,582	825	2,500	2,500	2,500
101-780.000-910.100	Property Insurance	399	433	500	500	525
101-780.000-910.500	Workers Comp Insurance	115	(62)	120	120	168
101-780.000-920.000	Utilities	1,601	1,301	1,700	1,700	1,785
101-780.000-930.000	Repairs and Maintenance	2,914	2,038	2,300	2,300	2,300
101-780.000-941.000	Equipment Rental	832	1,881	820	820	1,000
101-780.000-960.000	Education and Training	270		150	150	150
Totals for dept 780.000 - Parks & Recreation		24,575	10,195	13,786	13,786	14,381
Dept 780.500 - Mundy Twp Park Services						
101-780.500-702.000	Wages	5,514	3,369	5,304	5,304	5,557
101-780.500-704.100	FICA - Employer's Share	337	209	329	329	345
101-780.500-704.200	Medicare - Employer's Share	79	49	77	77	81
101-780.500-705.000	Medical Insurance - ER	455	650	863	863	923
101-780.500-705.100	Vision Benefits	7	7	10	10	10
101-780.500-705.200	Dental Benefits	79	82	119	119	123
101-780.500-706.000	Life Insurance - ER cost	9	9	13	13	13
101-780.500-707.000	Retirement Contributions-ER	266	236	360	360	380
101-780.500-707.100	Health Care Savings Plan - ER	43	42	88	88	88
101-780.500-708.000	Sick & Accident Premiums-ER	60	71	89	89	102
101-780.500-726.000	Supplies	306	54	400	400	400
101-780.500-941.000	Equipment Rental	3,873	2,095	1,900	1,900	2,000
Totals for dept 780.500 - Mundy Twp Park Services		11,028	6,873	9,552	9,552	10,022
Dept 782.000 - Facilities - Abrams Park						
101-782.000-702.000	Wages	12,794	10,158	11,273	11,273	12,448
101-782.000-704.100	FICA - Employer's Share	806	644	705	705	772
101-782.000-704.200	Medicare - Employer's Share	188	151	165	165	180
101-782.000-705.000	Medical Insurance - ER	1,641	1,553	1,256	1,256	1,344

101-782.000-705.100	Vision Benefits	18	14	13	13	14
101-782.000-705.200	Dental Benefits	198	158	149	149	153
101-782.000-706.000	Life Insurance - ER cost	37	28	32	32	32
101-782.000-707.000	Retirement Contributions-ER	917	807	748	748	814
101-782.000-707.100	Health Care Savings Plan - ER	227	181	231	231	229
101-782.000-708.000	Sick & Accident Premiums-ER	201	159	157	157	198
101-782.000-726.000	Supplies	2,174	1,139	1,000	1,000	1,500
101-782.000-801.000	Contractual Services	75				
101-782.000-910.100	Property Insurance	416	414	435	435	457
101-782.000-910.500	Workers Comp Insurance	(130)	185	206	206	289
101-782.000-920.000	Utilities	2,380	1,767	2,500	2,500	2,625
101-782.000-930.000 * *	Repairs and Maintenance	47,253	52,305	88,715	88,715	50,000
101-782.000-941.000	Equipment Rental	4,329	3,058	2,740	2,740	3,000
101-782.000-976.000	Equipment		7,172	7,172	7,172	
Totals for dept 782.000 - Facilities - Abrams Park		73,524	79,893	117,497	117,497	74,055
Dept 783.000 - Facilities - Elms Rd Park						
101-783.000-702.000	Wages	28,232	18,100	29,611	29,611	30,033
101-783.000-704.100	FICA - Employer's Share	1,768	1,141	1,663	1,663	1,862
101-783.000-704.200	Medicare - Employer's Share	414	267	389	389	435
101-783.000-705.000	Medical Insurance - ER	3,398	3,479	3,609	3,609	3,862
101-783.000-705.100	Vision Benefits	44	34	44	44	46
101-783.000-705.200	Dental Benefits	461	391	507	507	522
101-783.000-706.000	Life Insurance - ER cost	79	60	80	80	80
101-783.000-707.000	Retirement Contributions-ER	1,985	1,478	2,145	2,145	2,319
101-783.000-707.100	Health Care Savings Plan - ER	468	365	571	571	573
101-783.000-708.000	Sick & Accident Premiums-ER	458	377	449	449	547
101-783.000-726.000	Supplies	3,071	1,088	1,700	1,700	1,700
101-783.000-801.000	Contractual Services	75				
101-783.000-910.100	Property Insurance	345	377	355	355	373
101-783.000-910.500	Workers Comp Insurance	(13)	97	130	130	182
101-783.000-920.000	Utilities	3,324	1,783	3,250	3,250	3,413
101-783.000-930.000	Repairs and Maintenance	62,592	95,357	175,000	175,000	50,000
101-783.000-941.000	Equipment Rental	8,374	5,299	5,100	5,100	5,100
Totals for dept 783.000 - Facilities - Elms Rd Park		115,075	129,693	224,603	224,603	101,047
Dept 786.000 - Non-Motorized Trailway						
101-786.000-726.000			16			20
101-786.000-801.000-786.000	Contractual Services	6,761				
101-786.000-801.450-786.000	Construction Engineering	15,111				
101-786.000-801.500-786.000	MDOT Project Pmts	883,807	79,203		79,203	
Totals for dept 786.000 - Non-Motorized Trailway		905,679	79,219		79,203	20

Dept 788.000 - Otterburn Disc Golf Park

101-788.000-702.000	Wages			10,000	5,000	5,000
101-788.000-704.100	FICA - Employer's Share			649	649	315
101-788.000-704.200	Medicare - Employer's Share			152	152	75
101-788.000-705.000	Medical Insurance - ER			1,430	1,430	1,530
101-788.000-705.100	Vision Benefits			16	16	16
101-788.000-705.200	Dental Benefits			177	177	182
101-788.000-706.000	Life Insurance - ER cost			36	36	36
101-788.000-707.000	Retirement Contributions-ER			673	673	
101-788.000-707.100	Health Care Savings Plan - ER			166	166	
101-788.000-708.000	Sick & Accident Premiums-ER			206	206	
101-788.000-726.000	Supplies		1,210	1,000	1,000	1,000
101-788.000-930.000	Repairs and Maintenance			5,000	5,000	5,000
101-788.000-941.000	Equipment Rental			500	500	500
101-788.000-976.000 * *	Equipment			42,500		42,500
Totals for dept 788.000 - Otterburn Disc Golf Park			1,210	62,505	15,005	56,154

Dept 790.000 - Facilities-Senior Center/Libr

101-790.000-702.000	Wages	6,762	6,907	9,873	9,873	10,345
101-790.000-704.100	FICA - Employer's Share	421	432	619	619	641
101-790.000-704.200	Medicare - Employer's Share	98	101	145	145	150
101-790.000-705.000	Medical Insurance - ER	1,060	939	1,145	1,145	1,225
101-790.000-705.100	Vision Benefits	12	9	12	12	12
101-790.000-705.200	Dental Benefits	130	105	135	135	139
101-790.000-706.000	Life Insurance - ER cost	24	20	24	24	24
101-790.000-707.000	Retirement Contributions-ER	509	556	594	594	621
101-790.000-707.100	Health Care Savings Plan - ER	145	134	182	182	186
101-790.000-708.000	Sick & Accident Premiums-ER	136	111	131	131	146
101-790.000-726.000	Supplies	383	37	350	350	350
101-790.000-910.100	Property Insurance	1,847	2,172	1,900	1,900	1,995
101-790.000-910.500	Workers Comp Insurance	(127)	158	282	282	270
101-790.000-920.000	Utilities	8,513	5,416	9,000	9,000	9,450
101-790.000-930.000	Repairs and Maintenance	5,622	2,848	3,078	3,078	3,078
101-790.000-941.000	Equipment Rental	2,151	2,010	1,500	1,500	1,700
Totals for dept 790.000 - Facilities-Senior Center/Libr		27,686	21,955	28,970	28,970	30,332

Dept 794.000 - Community Promotions Program

101-794.000-702.000	Wages	26,272	23,671	27,687	27,687	28,941
101-794.000-704.100	FICA - Employer's Share	1,631	1,471	1,720	1,720	1,794
101-794.000-704.200	Medicare - Employer's Share	382	344	402	402	420
101-794.000-705.000	Medical Insurance - ER	4,793	3,464	3,971	3,971	4,249
101-794.000-705.100	Vision Benefits	69	49	52	52	54
101-794.000-705.200	Dental Benefits	793	575	594	594	612

101-794.000-706.000	Life Insurance - ER cost	92	62	69	69	69
101-794.000-707.000	Retirement Contributions-ER	1,713	1,920	2,115	2,115	2,212
101-794.000-707.100	Health Care Savings Plan - ER	486	362	469	469	471
101-794.000-708.000	Sick & Accident Premiums-ER	632	466	469	469	526
101-794.000-726.000	Supplies	10,953	3,861	11,500	11,500	10,000
101-794.000-801.000	Contractual Services	913	1,093	1,400	1,400	1,400
101-794.000-910.100	Property Insurance	789	857	825	825	866
101-794.000-920.000	Utilities	447	272	500	500	525
101-794.000-930.000	Repairs and Maintenance	4,223	2,290	4,500	4,500	4,500
101-794.000-941.000	Equipment Rental	11,342	10,250	8,879	8,879	7,300
101-794.000-976.000	Equipment		5,625	10,000	10,000	2,000
Totals for dept 794.000 - Community Promotions Program		65,530	56,632	75,152	75,152	65,939
Dept 797.000 - Facilities - City Parking Lots						
101-797.000-726.000	Supplies			200	200	100
101-797.000-801.000	Contractual Services	50				
101-797.000-920.000	Utilities	2,067	1,387	2,500	2,500	2,625
101-797.000-930.000	Repairs and Maintenance	32,573	162,473	167,100	167,100	6,000
Totals for dept 797.000 - Facilities - City Parking Lots		34,690	163,860	169,800	169,800	8,725
Dept 851.000 - Retired Employee Health Care						
101-851.000-705.000	Medical Insurance - ER	26,324	18,242	32,460	32,460	34,732
Totals for dept 851.000 - Retired Employee Health Care		26,324	18,242	32,460	32,460	34,732
Dept 965.000 - Transfers Out						
101-965.000-998.401 **	Trf Out to Capital Projects Fd			55,000	55,000	47,500
101-965.000-998.402 **	Transfer Out to Fire Equip Fd	160,000	226,000	226,000	226,000	155,000
Totals for dept 965.000 - Transfers Out		160,000	226,000	281,000	281,000	202,500
TOTAL APPROPRIATIONS		3,699,216	2,560,622	3,424,784	3,445,726	3,056,880
NET OF REVENUES/APPROPRIATIONS - FUND 101		(158,132)	10,262	(416,264)	(296,291)	(60,658)
BEGINNING FUND BALANCE		1,921,919	1,763,784	1,763,784	1,763,784	1,467,493
ENDING FUND BALANCE		1,763,787	1,774,046	1,347,520	1,467,493	1,406,835
DEPARTMENT 000.000 General						
402.000	Current Tax Revenue					
	TV (196,535,558 -1,165,466 VETERANS-7,604,801DDA) X 4.6938 / 1000 X 99% =					
402.301	Current Tax Revenue P SFTY					
	TV 186,217,258-1,165,466VETERANS) REAL PROPERTY ONLY X 4.9 /1000 4.90					

574.100 Constitutional Sales Tax
 FY2025 PROJECTED EXECUTIVE BUD REC JAN CONCENSUS

574.300 CVTRS Revenue Share
 FY2025 PROJECTED EXECUTIVE BUD REC JAN CONCENSUS

DEPARTMENT 694.000 Community Development Block Grant

522.000 Federal Grants - CDBG
 CDBG SENIOR OPERATIONS YEAR 2 OF 3, POSTPONED FROM FY 24. \$2,101.00 RECORDED AS REVENUE (101-694.000-529.100) AND EXPENSE (101-694.000-801.050). CDBG FUNDING FOR SIDEWALKS POSTPONED FROM FY 24 \$37,721.00 REVENUE (101-694.000-522.000) AND EXPENSE (101-694.000-801.000) & LIGHTING APPLICATION \$ REVENUE (101-694.000

529.100 Senior Ctr Operations
 CDBG SENIOR OPERATIONS YEAR 3 OF 3,. \$2,101.00 RECORDED AS REVENUE (101-694.000-529.100) AND EXPENSE (101-694.000-801.050). CDBG FUNDING FOR SIDEWALKS POSTPONED FROM FY 24, NO BIDS RECEIVED. PER ADAM LEAVE FOR HOPES OF \$37,721.00 REVENUE (101-694.000-522.000) AND EXPENSE (101-694.000-801.000) & LIGHTING APPLICATION \$ REVENUE (101-694.000

DEPARTMENT 780.500 Mundy Twp Park Services

677.000 Reimbursements
 1.1 % OF EXPENSES FOR DEPT 780.500 MUNDY TWP PARK SERVICES

DEPARTMENT 786.000 Non-Motorized Trailway

677.000	Reimbursements	
	FLINT TOWNSHIP	129,678
	GM ESCROW FOR DRIVEWAY COMPLETED	94,631
	ACCOUNT '677.000' TOTAL	224,309
	DEPT. '786.000' TOTAL	224,309

DEPARTMENT 000.000 General

983.100 ERC Lighting Conversion Program Expense
 6 MONTHS AT CURRENT RATE + 6 MONTHS WITH 5% INCREASE

DEPARTMENT 172.000 Executive

801.000 Contractual Services

OPEB VALUATION SPLIT \$3450 (SPLIT
BETWEEN FUNDS 101-172.000-801.000
\$1380, 226-172.000-801 \$345, 590-172.000-
801.000, \$862, 591-172.000-801.000 \$863

DEPARTMENT 262.000 Elections

702.000 Wages

ELECTION WORKERS ONLY
ALLOCATION OF CITY EMPLOYEE WAGES

801.000 Contractual Services

PEB VALUATION SPLIT \$3450 (SPLIT
BETWEEN FUNDS 101-172.000-801.000
\$1380, 226-172.000-801 \$345, 590-172.000-
801.000, \$862, 591-172.000-801.000 \$863

DEPARTMENT 334.000 Metro Police Authority

998.334 Metro Police Authority Appropriation

CURRENT CONTRACT(314948.75 X 2 PAYMENTSJULY-DEC) + 5% INCREASE FOR 2 PAYMENTS (JAN 2025--JUNE 2025)

DEPARTMENT 336.000 Fire Department

801.000 Contractual Services

EMS/FIRE RUNS FY24 + 5% INCREASE

998.736 Fire Board Appropriation

CURRENT AMOUNT 76,507.88 X2 + 5% INCREASE

FOOTNOTE AMOUNTS:

153,016

PER ADAM NO 5% INCREASE BECAUSE ONE TIME PURCHASES

DEPT. '336.000' TOTAL

153,016

DEPARTMENT 694.000 Community Development Block Grant

801.000 Contractual Services

CDBG SIDEWALKS NOT COMPLETED IN FY 24 \$37,721 & LIGHTING APPLICATION \$\$

801.050 Contractual Services-Senior Ctr Oper

CDBG YR 2 OF 3 OPERATIONS NOT COMPLETED IN FY 2024

DEPARTMENT 728.000 Economic Development

801.000

Contractual Services

SHARED SERVICES WITH MUNDY TWP FOR
ECONOMIC DEVELOPMENT WITH 25%
GENERAL FUND (101-728.000-801.000 AND
THE DDA COVERING 75% 248-728.000-
801.000 BUDGETED CURRENT AMOUNT +
5% INCREASE

DEPARTMENT 782.000 Facilities - Abrams Park

930.000

Repairs and Maintenance

FOOTNOTE AMOUNTS:
PARK PLAN ONGOING ABRAMS PARK ROUTINE MAINTENANCE \$40,000 AND ONGOING TREE REPLACEMENT \$15,000
DEPT. '782.000' TOTAL

50,000

50,000

DEPARTMENT 788.000 Otterburn Disc Golf Park

976.000

Equipment

FOOTNOTE AMOUNTS:
KILDEE GRANT MATCH AND PAVILION
DEPT. '788.000' TOTAL

42,500

42,500

DEPARTMENT 965.000 Transfers Out

998.401

Trf Out to Capital Projects Fd

TRANSFERS TO THE CAPITAL IMPROVEMENT FUND 401 FOR FUTURE
REPLACEMENT/REPAIR NEEDS. TRANSFERS FROM GENERAL FUND
FOR LIBRARY/SENIOR CENTER \$10,000, PUBLIC SAFETY BLDG
\$10,000, NON-MOTORIZED TRAILWAY \$20,000, PUBLIC WORKS BLDG
\$10,000, CITY HALL \$5,000

998.402

Transfer Out to Fire Equip Fd

ANNUAL TRANSFER FROM GENERAL FUND \$155,000 TO FIRE EQUIPMENT FUND (402-931.000-699.101)

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
202-000.000-528.000	Federal Grants - Other	249,500				
202-000.000-569.000 * *	Act 51 Revenues	589,773	361,908	600,000	600,000	617,297
202-000.000-664.000	Interest Income	414	2,178	1,775	2,176	500
202-000.000-675.000	Misc.	9,424				
Totals for dept 000.000 - General		849,111	364,086	601,775	602,176	617,797
Dept 441.000 - Miller Rd Park & Ride						
202-441.000-677.000	Reimbursements	3,014	1,721	5,000	5,000	5,000
Totals for dept 441.000 - Miller Rd Park & Ride		3,014	1,721	5,000	5,000	5,000
Dept 454.000 - Major Streets Projects						
202-454.000-510.000-454.101 * *	Federal Street Grant			1,124,549	1,124,549	
202-454.000-677.000-454.100	Reimbursements	12,083				
Totals for dept 454.000 - Major Streets Projects		12,083		1,124,549	1,124,549	
Dept 463.000 - Routine Maint - Streets						
202-463.000-677.000	Reimbursements		11,340	10,000	11,340	10,000
Totals for dept 463.000 - Routine Maint - Streets			11,340	10,000	11,340	10,000
Dept 474.000 - Traffic Services						
202-474.000-677.000	Reimbursements	12,625				
Totals for dept 474.000 - Traffic Services		12,625				
Dept 478.000 - Snow & Ice Removal						
202-478.000-677.000	Reimbursements	3,733		3,800	3,800	3,000
Totals for dept 478.000 - Snow & Ice Removal		3,733		3,800	3,800	3,000
TOTAL ESTIMATED REVENUES		880,566	377,147	1,745,124	1,746,865	635,797

APPROPRIATIONS

Dept 228.000 - Information Technology

202-228.000-801.000	Contractual Services	836	635	900	900	900
Totals for dept 228.000 - Information Technology		836	635	900	900	900
Dept 429.000 - Occupational Safety						
202-429.000-702.000	Wages	131	56	56	56	
202-429.000-704.100	FICA - Employer's Share	8	4	4	4	
202-429.000-704.200	Medicare - Employer's Share	2	1	1	1	
202-429.000-705.000	Medical Insurance - ER	26	48	48	48	
202-429.000-705.200	Dental Benefits	3	6	6	6	
202-429.000-706.000	Life Insurance - ER cost		1	1	1	
202-429.000-707.000	Retirement Contributions-ER	12	6	6	6	34
202-429.000-707.100	Health Care Savings Plan - ER	2	3	3	3	
202-429.000-708.000	Sick & Accident Premiums-ER	3	5	5	5	
202-429.000-941.000	Equipment Rental	37	26	26	26	
Totals for dept 429.000 - Occupational Safety		224	156	156	156	34
Dept 441.000 - Miller Rd Park & Ride						
202-441.000-702.000-441.000	Wages	902	1,340	2,030	2,030	2,063
202-441.000-704.100-441.000	FICA - Employer's Share	56	83	126	126	128
202-441.000-704.200-441.000	Medicare - Employer's Share	13	19	29	29	30
202-441.000-705.000-441.000	Medical Insurance - ER	146	194	125	125	134
202-441.000-705.100-441.000	Vision Benefits	2	2	1	1	1
202-441.000-705.200-441.000	Dental Benefits	20	24	13	13	13
202-441.000-706.000-441.000	Life Insurance - ER cost	2	3	2	2	2
202-441.000-707.000-441.000	Retirement Contributions-ER	53	102	33	33	
202-441.000-707.100-441.000	Health Care Savings Plan - ER	9	11	12	12	12
202-441.000-708.000-441.000	Sick & Accident Premiums-ER	15	21	13	13	15
202-441.000-726.000		252		400	400	400
202-441.000-920.000		1,104	612	1,500	1,500	1,575
202-441.000-930.000		1,300	730	1,200	1,200	1,200
202-441.000-941.000		194	445	300	300	300
Totals for dept 441.000 - Miller Rd Park & Ride		4,068	3,586	5,784	5,784	5,873
Dept 448.000 - Lighting						
202-448.000-801.000	Contractual Services	6,014				
Totals for dept 448.000 - Lighting		6,014				
Dept 449.500 - Right of Way - General						
202-449.500-930.000	Repairs and Maintenance	13,955	3,670	15,000	15,000	15,000
Totals for dept 449.500 - Right of Way - General		13,955	3,670	15,000	15,000	15,000
Dept 449.501 - Right of Way - Storms						
202-449.501-930.000	Repairs and Maintenance		32	15,000	15,000	15,000

Totals for dept 449.501 - Right of Way - Storms		32	15,000	15,000	15,000
Dept 452.100 - Safe Routes to School Grant					
202-452.100-801.000-452.100	Contractual Services	750	33	33	33
202-452.100-801.400-452.100	Design Engineering	2,558			
202-452.100-801.450-452.100	Construction Engineering	55,275	65,521	53,635	53,635
202-452.100-801.500-452.100 * *	MDOT Project Pmts		161,026	170,000	205,000
Totals for dept 452.100 - Safe Routes to School Grant		58,583	226,580	223,668	258,668
Dept 454.000 - Major Streets Projects					
202-454.000-801.400-454.101	Design Engineering	20,967	11		
202-454.000-801.450-454.100	Construction Engineering	26,163	307	307	307
202-454.000-801.450-454.101	Construction Engineering		1,441,837	1,309,836	1,441,837
202-454.000-801.500-454.100	MDOT Project Pmts	51,901			
Totals for dept 454.000 - Major Streets Projects		99,031	1,442,155	1,310,143	1,442,144
Dept 463.000 - Routine Maint - Streets					
202-463.000-702.000	Wages	29,406	18,978	33,000	38,781
202-463.000-704.100	FICA - Employer's Share	1,848	1,199	2,000	2,404
202-463.000-704.200	Medicare - Employer's Share	432	280	500	562
202-463.000-705.000	Medical Insurance - ER	4,816	3,964	6,255	6,693
202-463.000-705.100	Vision Benefits	63	43	70	72
202-463.000-705.200	Dental Benefits	751	499	874	900
202-463.000-706.000	Life Insurance - ER cost	93	63	107	107
202-463.000-707.000	Retirement Contributions-ER	3,475	2,391	4,223	4,379
202-463.000-707.100	Health Care Savings Plan - ER	599	287	744	750
202-463.000-708.000	Sick & Accident Premiums-ER	612	441	685	776
202-463.000-726.000	Supplies		123	102	150
202-463.000-801.000	Contractual Services	510	495	440	440
202-463.000-910.500	Workers Comp Insurance	249	774	931	1,303
202-463.000-930.000	Repairs and Maintenance	330,098	54,690	47,413	227,413
202-463.000-930.786	Repairs & Maintenance (Non Mot SRTS)		4,149		
202-463.000-941.000	Equipment Rental	21,688	8,299	17,000	17,000
202-463.000-960.000	Education and Training	208		225	225
Totals for dept 463.000 - Routine Maint - Streets		394,848	96,675	114,569	121,846
Dept 463.307 - Oakview - Seymour to Chelmsford					
202-463.307-801.450-463.307	Construction Engineering	73,953			
Totals for dept 463.307 - Oakview - Seymour to Chelmsford		73,953			
Dept 473.000 - Routine Maint - Bridges					
202-473.000-801.000	Contractual Services		17,149	32,398	32,398
Totals for dept 473.000 - Routine Maint - Bridges			17,149	32,398	32,398

Dept 474.000 - Traffic Services

202-474.000-702.000	Wages	3,666	3,046	1,071	1,071	1,115
202-474.000-704.100	FICA - Employer's Share	234	204	66	66	69
202-474.000-704.200	Medicare - Employer's Share	55	48	16	16	16
202-474.000-705.000	Medical Insurance - ER	670	667	193	193	207
202-474.000-705.100	Vision Benefits	11	7	2	2	2
202-474.000-705.200	Dental Benefits	77	79	19	19	20
202-474.000-706.000	Life Insurance - ER cost	9	9	3	3	3
202-474.000-707.000	Retirement Contributions-ER	267	252	55	55	57
202-474.000-707.100	Health Care Savings Plan - ER	51	40	17	17	17
202-474.000-708.000	Sick & Accident Premiums-ER	67	66	18	18	20
202-474.000-726.000	Supplies	4,906	4,681	3,747	3,747	2,500
202-474.000-801.000	Contractual Services	24,079	12,255	18,000	18,000	18,000
202-474.000-920.000	Utilities	5,953	5,272	6,430	6,430	6,752
202-474.000-941.000	Equipment Rental	1,131	1,074	1,000	1,000	1,000
Totals for dept 474.000 - Traffic Services		41,176	27,700	30,637	30,637	29,778

Dept 478.000 - Snow & Ice Removal

202-478.000-702.000	Wages	10,961	9,537	14,256	14,256	15,006
202-478.000-704.100	FICA - Employer's Share	684	591	884	884	930
202-478.000-704.200	Medicare - Employer's Share	160	138	207	207	218
202-478.000-705.000	Medical Insurance - ER	2,728	1,920	2,763	2,763	2,956
202-478.000-705.100	Vision Benefits	36	24	33	33	34
202-478.000-705.200	Dental Benefits	394	280	377	377	388
202-478.000-706.000	Life Insurance - ER cost	35	30	41	41	41
202-478.000-707.000	Retirement Contributions-ER	870	722	1,264	1,264	1,326
202-478.000-707.100	Health Care Savings Plan - ER	212	146	271	271	271
202-478.000-708.000	Sick & Accident Premiums-ER	249	231	283	283	323
202-478.000-726.000	Supplies	21,579	8,808	22,700	22,700	22,700
202-478.000-941.000	Equipment Rental	13,806	12,705	18,000	18,000	18,000
Totals for dept 478.000 - Snow & Ice Removal		51,714	35,132	61,079	61,079	62,193

Dept 482.000 - Administrative

202-482.000-702.000	Wages	11,582	8,964	12,118	12,118	13,356
202-482.000-704.100	FICA - Employer's Share	718	556	791	791	828
202-482.000-704.200	Medicare - Employer's Share	168	130	185	185	194
202-482.000-705.000	Medical Insurance - ER	825	682	900	900	963
202-482.000-705.100	Vision Benefits	7	5	7	7	7
202-482.000-705.200	Dental Benefits	70	53	71	71	73
202-482.000-706.000	Life Insurance - ER cost	53	40	55	55	55
202-482.000-707.000	Retirement Contributions-ER	1,158	897	1,275	1,275	1,336
202-482.000-707.100	Health Care Savings Plan - ER	463	359	510	510	534

202-482.000-708.000	Sick & Accident Premiums-ER	168	127	172	172	179
Totals for dept 482.000 - Administrative		15,212	11,813	16,084	16,084	17,525
Dept 538.500 - Intercommunity storm drains						
202-538.500-801.700	Storm/Wtr Shed Permit Fees	7,934	7,201	13,540	13,540	13,540
202-538.500-803.000	Drain Repairs	568	856	1,000	1,000	1,000
Totals for dept 538.500 - Intercommunity storm drains		8,502	8,057	14,540	14,540	14,540
TOTAL APPROPRIATIONS		768,116	1,873,340	1,839,958	2,014,236	462,798
NET OF REVENUES/APPROPRIATIONS - FUND 202		112,450	(1,496,193)	(94,834)	(267,371)	172,999
BEGINNING FUND BALANCE		380,517	492,963	492,963	492,963	225,592
ENDING FUND BALANCE		492,967	(1,003,230)	398,129	225,592	398,591
DEPARTMENT 000.000 General						
569.000	Act 51 Revenues					
BASED ON ORTA REVENUE AS OF 02/07/2024 ACT 51 WORKSHEET						
DEPARTMENT 454.000 Major Streets Projects						
510.000	Federal Street Grant					
FOOTNOTE AMOUNTS:						1,124,549
MDOT Federal Buy Grant						
DEPT. '454.000' TOTAL						1,124,549
DEPARTMENT 452.100 Safe Routes to School Grant						
801.500	MDOT Project Pmts					
FOOTNOTE AMOUNTS:						200,000
EXPECTED INVOICE FROM STATE OF MICHIGAN FOR EST 33,000						
DEPT. '452.100' TOTAL						200,000

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
203-000.000-510.202	MDOT TRANS ECON DEV CATEGORY B GRANT		250,000			
203-000.000-528.000	Federal Grants - Other	129,000				
203-000.000-569.000 * *	Act 51 Revenues	184,199	111,860	190,000	190,000	196,492
203-000.000-664.000	Interest Income	2,590	473	500	500	400
203-000.000-675.000	Misc.	9,039				
Totals for dept 000.000 - General		324,828	362,333	190,500	190,500	196,892
Dept 449.000 - Right of Way Telecomm						
203-449.000-546.000	Right of Way Telecomm	25,524		15,000	15,000	15,000
Totals for dept 449.000 - Right of Way Telecomm		25,524		15,000	15,000	15,000
Dept 478.000 - Snow & Ice Removal						
203-478.000-677.000	Reimbursements	2,488		2,200	2,200	1,500
Totals for dept 478.000 - Snow & Ice Removal		2,488		2,200	2,200	1,500
Dept 931.000 - Transfers IN						
203-931.000-699.204	Transfer IN from Municipal Street Fund	100,000		3,593,000		965,000
Totals for dept 931.000 - Transfers IN		100,000		3,593,000		965,000
TOTAL ESTIMATED REVENUES		452,840	362,333	3,800,700	207,700	1,178,392
APPROPRIATIONS						
Dept 228.000 - Information Technology						
203-228.000-801.000	Contractual Services	836	635	609	609	700
Totals for dept 228.000 - Information Technology		836	635	609	609	700
Dept 429.000 - Occupational Safety						
203-429.000-702.000	Wages	167				
203-429.000-704.100	FICA - Employer's Share	10				
203-429.000-704.200	Medicare - Employer's Share	2				
203-429.000-705.000	Medical Insurance - ER	6				

203-429.000-705.200	Dental Benefits	1				
203-429.000-707.000	Retirement Contributions-ER	7				
203-429.000-707.100	Health Care Savings Plan - ER	1				
203-429.000-708.000	Sick & Accident Premiums-ER	1				
203-429.000-941.000	Equipment Rental	62				
Totals for dept 429.000 - Occupational Safety		257				
Dept 448.000 - Lighting						
203-448.000-801.000	Contractual Services	19,731				
Totals for dept 448.000 - Lighting		19,731				
Dept 449.500 - Right of Way - General						
203-449.500-930.000	Repairs and Maintenance	4,235	1,589	14,000	14,000	14,000
Totals for dept 449.500 - Right of Way - General		4,235	1,589	14,000	14,000	14,000
Dept 449.501 - Right of Way - Storms						
203-449.501-801.000	Contractual Services	50				
203-449.501-930.000	Repairs and Maintenance	285	13,046	8,230	8,230	1,000
Totals for dept 449.501 - Right of Way - Storms		335	13,046	8,230	8,230	1,000
Dept 451.000 - Construction						
203-451.000-801.000	Contractual Services		140,950			
Totals for dept 451.000 - Construction			140,950			
Dept 455.000 - Local Street Projects						
203-455.000-801.400-455.100	Design Engineering	111,146	15,503	11,000		
203-455.000-801.400-455.101	Design Engineering	21,171	2,875	7,000		
203-455.000-801.450-455.100	Construction Engineering			2,325,000		
203-455.000-801.450-455.101	Construction Engineering			1,250,000		
Totals for dept 455.000 - Local Street Projects		132,317	18,378	3,593,000		
Dept 463.000 - Routine Maint - Streets						
203-463.000-702.000	Wages	26,957	21,531	28,792	28,792	30,467
203-463.000-704.100	FICA - Employer's Share	1,689	1,352	1,795	1,795	1,889
203-463.000-704.200	Medicare - Employer's Share	395	316	420	420	442
203-463.000-705.000	Medical Insurance - ER	4,620	4,028	5,794	5,794	6,200
203-463.000-705.100	Vision Benefits	48	40	57	57	59
203-463.000-705.200	Dental Benefits	557	467	660	660	680
203-463.000-706.000	Life Insurance - ER cost	82	59	84	84	84
203-463.000-707.000	Retirement Contributions-ER	2,203	2,045	2,751	2,751	2,877
203-463.000-707.100	Health Care Savings Plan - ER	398	308	595	595	601
203-463.000-708.000	Sick & Accident Premiums-ER	541	411	510	510	592
203-463.000-726.000	Supplies		2			

203-463.000-801.000 * *	Contractual Services	210	305	240	240	965,000
203-463.000-910.500	Workers Comp Insurance	250	779	936	936	1,310
203-463.000-930.000 * *	Repairs and Maintenance	130,871	27,578	171,150	171,150	50,000
203-463.000-941.000	Equipment Rental	26,926	16,982	18,000	18,000	18,000
203-463.000-960.000	Education and Training	183		183	183	183
Totals for dept 463.000 - Routine Maint - Streets		195,930	76,203	231,967	231,967	1,078,384

Dept 463.107 - Chelmsford - Seymour to Oakview

203-463.107-801.450-463.107	Construction Engineering	49,302				
Totals for dept 463.107 - Chelmsford - Seymour to Oakview		49,302				

Dept 463.503 - Local Streets Rehab

203-463.503-801.000	Contractual Services		450	450	450	
203-463.503-900.000	Printing and Publishing		3,455	1,750	1,750	
Totals for dept 463.503 - Local Streets Rehab			3,905	2,200	2,200	

Dept 474.000 - Traffic Services

203-474.000-702.000	Wages	2,482	2,601	882	882	909
203-474.000-704.100	FICA - Employer's Share	156	163	55	55	56
203-474.000-704.200	Medicare - Employer's Share	36	38	13	13	13
203-474.000-705.000	Medical Insurance - ER	424	537	90	90	96
203-474.000-705.100	Vision Benefits	5	5	1	1	1
203-474.000-705.200	Dental Benefits	54	63	13	13	13
203-474.000-706.000	Life Insurance - ER cost	6	7	2	2	2
203-474.000-707.000	Retirement Contributions-ER	173	227	42	42	43
203-474.000-707.100	Health Care Savings Plan - ER	27	32	11	11	11
203-474.000-708.000	Sick & Accident Premiums-ER	46	51	12	12	13
203-474.000-726.000	Supplies	1,262	1,450	1,000	1,000	1,000
203-474.000-801.000	Contractual Services	7,932		8,000	8,000	8,000
203-474.000-941.000	Equipment Rental	189	313	500	500	500
Totals for dept 474.000 - Traffic Services		12,792	5,487	10,621	10,621	10,657

Dept 478.000 - Snow & Ice Removal

203-478.000-702.000	Wages	6,522	7,789	11,645	11,645	12,244
203-478.000-704.100	FICA - Employer's Share	409	483	722	722	759
203-478.000-704.200	Medicare - Employer's Share	96	113	169	169	178
203-478.000-705.000	Medical Insurance - ER	1,931	1,890	2,178	2,178	2,330
203-478.000-705.100	Vision Benefits	20	19	26	26	27
203-478.000-705.200	Dental Benefits	223	226	296	296	305
203-478.000-706.000	Life Insurance - ER cost	16	25	33	33	33
203-478.000-707.000	Retirement Contributions-ER	516	677	979	979	1,026
203-478.000-707.100	Health Care Savings Plan - ER	97	118	218	218	218
203-478.000-708.000	Sick & Accident Premiums-ER	117	186	229	229	260

203-478.000-726.000	Supplies	14,386	8,121	15,000	15,000	15,000
203-478.000-941.000	Equipment Rental	8,393	8,207	11,000	11,000	11,000
Totals for dept 478.000 - Snow & Ice Removal		32,726	27,854	42,495	42,495	43,380
Dept 482.000 - Administrative						
203-482.000-702.000	Wages	8,687	6,723	9,088	9,088	10,017
203-482.000-704.100	FICA - Employer's Share	539	417	593	593	621
203-482.000-704.200	Medicare - Employer's Share	126	98	139	139	145
203-482.000-705.000	Medical Insurance - ER	619	512	675	675	722
203-482.000-705.100	Vision Benefits	5	4	5	5	5
203-482.000-705.200	Dental Benefits	52	40	53	53	55
203-482.000-706.000	Life Insurance - ER cost	40	30	41	41	41
203-482.000-707.000	Retirement Contributions-ER	869	672	956	956	1,002
203-482.000-707.100	Health Care Savings Plan - ER	347	269	383	383	401
203-482.000-708.000	Sick & Accident Premiums-ER	126	95	129	129	135
Totals for dept 482.000 - Administrative		11,410	8,860	12,062	12,062	13,144
Dept 538.500 - Intercommunity storm drains						
203-538.500-801.700	Storm/Wtr Shed Permit Fees	7,934	7,201	12,000	12,000	12,000
203-538.500-803.000	Drain Repairs	568	856	1,200	1,200	1,200
Totals for dept 538.500 - Intercommunity storm drains		8,502	8,057	13,200	13,200	13,200
Dept 543.230 - Water Main Repair USDA Grant						
203-543.230-801.000	Contractual Services		38,615		38,615	
Totals for dept 543.230 - Water Main Repair USDA Grant			38,615		38,615	
TOTAL APPROPRIATIONS		468,373	343,579	3,928,384	373,999	1,174,465
NET OF REVENUES/APPROPRIATIONS - FUND 203		(15,533)	18,754	(127,684)	(166,299)	3,927
BEGINNING FUND BALANCE		553,921	538,388	538,388	538,388	372,089
ENDING FUND BALANCE		538,388	557,142	410,704	372,089	376,016
DEPARTMENT 000.000 General						
569.000	Act 51 Revenues					
BASED ON ORTA REV ESTIMATE ACT 51 WORKSHEET						
DEPARTMENT 463.000 Routine Maint - Streets						
801.000	Contractual Services					
FOOTNOTE AMOUNTS:						125,000
CAPPY LANE DE						90,000

	DON SHENK CE	750,000
	DON SHENK PHASE 1 CONSTRUCTION	
	ACCOUNT '801.000' TOTAL	965,000
930.000	Repairs and Maintenance	
	FOOTNOTE AMOUNTS:	50,000
	MISC ROAD PREVENTATIVE MAINT. PER ADAM	
	DEPT. '463.000' TOTAL	1,015,000

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
204-000.000-402.204 * *	Current Tax Revenue Local St Millage	706,832	737,400	755,821	755,821	801,388
204-000.000-412.000	Delinquent Tax Revenue	226	83	50	50	50
204-000.000-433.000	St-Charge in Lieu	1,447		1,430	1,430	1,430
204-000.000-573.000	LCSA Share Taxes PA 80	31,246	10,264	11,000	11,000	10,000
204-000.000-664.000	Interest Income	72	127	65	65	70
204-000.000-698.354	Bond Proceeds GO Tax Bonds Series 2017			6,400,000	6,400,000	
Totals for dept 000.000 - General		739,823	747,874	7,168,366	7,168,366	812,938
TOTAL ESTIMATED REVENUES		739,823	747,874	7,168,366	7,168,366	812,938
APPROPRIATIONS						
Dept 455.100 - CAPITAL IMPROVEMENT BOND						
204-455.100-801.000-455.200 * *	Contractual Services		95,448		3,252,007	2,815,284
204-455.100-801.400-455.200 * *	Design Engineering		6,094		18,000	
204-455.100-801.450-455.200 * *	Construction Engineering		8,938		120,000	80,000
Totals for dept 455.100 - CAPITAL IMPROVEMENT BOND			110,480		3,390,007	2,895,284
Dept 905.000 - Debt Service						
204-905.000-991.354 * *	GO Tax Bond 2017 Principal Payment	150,150		157,850	157,850	396,700
204-905.000-995.354 * *	GO Tax Bond 2017 Interest Expense	19,872	8,359	16,719	16,719	264,388
204-905.000-995.455 * *	CAPITAL IMPROVEMENT BOND INTEREST				93,156	
204-905.000-996.354	GO Tax Bond 2017 Agent Fees	385	321	385	385	385
Totals for dept 905.000 - Debt Service		170,407	8,680	174,954	268,110	661,473
Dept 965.000 - Transfers Out						
204-965.000-998.203 * *	Trf Out to Local Street Fund	100,000		3,593,000		965,000
Totals for dept 965.000 - Transfers Out		100,000		3,593,000		965,000
TOTAL APPROPRIATIONS		270,407	119,160	3,767,954	3,658,117	4,521,757
NET OF REVENUES/APPROPRIATIONS - FUND 204		469,416	628,714	3,400,412	3,510,249	(3,708,819)
BEGINNING FUND BALANCE		112,153	581,569	581,569	581,569	4,091,818
ENDING FUND BALANCE		581,569	1,210,283	3,981,981	4,091,818	382,999

DEPARTMENT 000.000 General

402.204	Current Tax Revenue Local St Millage		
	MBOR REAL & PERSONAL TV 196,535,558-1,165,466 VETERANS X 4.1019 (2023 AMT NO ROLLBACK) / 1000 = 793531		

DEPARTMENT 455.100 CAPITAL IMPROVEMENT BOND

801.000	Contractual Services		
	FOOTNOTE AMOUNTS:	2,596,923	2,596,923
	WINCHESTER VILLAGE CONSTRUCTION. TOTAL CONTRACT \$5,193,846. 2,250,000 BUDGETED IN FY 24. BALANCE CARRIED TO FY 25		
	FOOTNOTE AMOUNTS:	655,084	218,361
	WINCHESTER WOODS CONSTRUCTION. BID 873,445. TG PREIGS 75% FY 2024, 25% FY 2025		
	ACCOUNT '801.000' TOTAL	3,252,007	2,815,284

801.400	Design Engineering		
	FOOTNOTE AMOUNTS:	11,000	
	DESIGN ENGINEERING COMPLETED IN FY 24 WINCHESTER VILLAGE		
	FOOTNOTE AMOUNTS:	7,000	
	DESIGN ENGINEERING COMPLETED IN FY 24 WINCHESTER WOODS		
	ACCOUNT '801.400' TOTAL	18,000	

801.450	Construction Engineering		
	FOOTNOTE AMOUNTS:	75,000	
	WINCHESTER VILLAGE CONSTRUCTION ENGINEERING TOTAL ESTIMATED COST 150,000. 75,000 BUDGETED IN FY 2024 AND 75,000 IN FY 2025		
	FOOTNOTE AMOUNTS:	45,000	
	WINCHESTER WOODS CONSTRUCTION ENGINEERING TOAL ESTIMATED COST 50,000. PROJECT IS LIKELY TO HAVE SOME COST IN FY 2025. BUDGETED 20% FOR FY 2025		
	ACCOUNT '801.450' TOTAL	120,000	
	DEPT. '455.100' TOTAL	3,390,007	2,815,284

DEPARTMENT 905.000 Debt Service

991.354	GO Tax Bond 2017 Principal Payment		
	GO TAX BOND 2017 PRINCIPAL PAYMENT 77% OF 210,000		
	2023 CAPITAL IMPROVEMENT BOND PRINCIPAL PAYMENT NOVEMBER 2024		

995.354	GO Tax Bond 2017 Interest Expense		
	GO TAX BOND 2017 INTEREST EXPENSE 77% OF \$16,997		
	GO TAX BOND 2023 INTEREST EXPENSE NOV & MAY		

995.455	CAPITAL IMPROVEMENT BOND INTEREST		
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FOOTNOTE AMOUNTS:	93,156
INTEREST EXPENSE FOR 2023 GO TAX BOND	
DEPT. '905.000' TOTAL	93,156

DEPARTMENT 965.000 Transfers Out

998.203	Trf Out to Local Street Fund	
	FOOTNOTE AMOUNTS:	125,000
	DE FOR CAPPY LANE	
	FOOTNOTE AMOUNTS:	90,000
	DON SHENK WINCHESTER VILLAGE PHASE 1 CE	
	FOOTNOTE AMOUNTS:	750,000
	DON SHENK WINCHESTER VILLAGE PHASE 1 CONSTRUCTION	
	ACCOUNT '998.203' TOTAL	965,000
	DEPT. '965.000' TOTAL	965,000

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
226-000.000-402.000 * *	Current Tax Revenue	441,971	455,703	460,200	460,200	488,326
226-000.000-412.000	Delinquent Tax Revenue	143	52	40	40	40
226-000.000-433.000	St-Charge in Lieu	927		880	880	880
226-000.000-445.000	Late Payment Interest Revenue	5,545	3,948	3,000	3,000	3,000
226-000.000-573.000	LCSA Share Taxes PA 80 2014/2016 Fwd	19,903	6,573	6,600	6,600	6,500
226-000.000-664.000	Interest Income	4,167	3,792	1,200	1,200	1,200
226-000.000-675.000	Misc.	883				
Totals for dept 000.000 - General		473,539	470,068	471,920	471,920	499,946
TOTAL ESTIMATED REVENUES		473,539	470,068	471,920	471,920	499,946
APPROPRIATIONS						
Dept 101.000 - Council						
226-101.000-702.000	Wages	2,155	1,296	2,016	2,016	2,187
226-101.000-704.100	FICA - Employer's Share	134	80	148	148	136
226-101.000-704.200	Medicare - Employer's Share	32	19	35	35	32
226-101.000-726.000	Supplies	95	4	50	50	50
226-101.000-910.200	General Liability Insurance	910	993	1,060	1,060	1,113
226-101.000-910.500	Workers Comp Insurance	1	2	2	2	3
226-101.000-960.000	Education and Training	627	661	640	640	700
Totals for dept 101.000 - Council		3,954	3,055	3,951	3,951	4,221
Dept 172.000 - Executive						
226-172.000-702.000	Wages	5,065	3,920	5,299	5,299	5,804
226-172.000-704.100	FICA - Employer's Share	341	266	343	343	360
226-172.000-704.200	Medicare - Employer's Share	80	62	80	80	84
226-172.000-705.000	Medical Insurance - ER	848	689	917	917	981
226-172.000-705.100	Vision Benefits	8	6	8	8	8
226-172.000-705.200	Dental Benefits	89	68	90	90	93
226-172.000-706.000	Life Insurance - ER cost	22	17	23	23	23
226-172.000-707.000	Retirement Contributions-ER	551	429	554	554	580

226-172.000-707.100	Health Care Savings Plan - ER	220	172	222	222	232
226-172.000-708.000	Sick & Accident Premiums-ER	70	53	72	72	75
226-172.000-801.000	Contractual Services	349	609	525	525	750
226-172.000-850.000	Communications	10	7	10	10	10
226-172.000-910.200	General Liability Insurance	1,207	995	318	318	333
226-172.000-910.500	Workers Comp Insurance	16	18	35	35	49
226-172.000-940.000	Vehicle and Travel Expense	432	360	370	370	480
226-172.000-960.000	Education and Training	92	26	50	50	50
226-172.000-961.000	Miscellaneous	8	17			
Totals for dept 172.000 - Executive		9,408	7,714	8,916	8,916	9,912
Dept 215.000 - Administration and Clerk						
226-215.000-702.000	Wages	592	633	782	782	613
226-215.000-704.100	FICA - Employer's Share	37	39	48	48	38
226-215.000-704.200	Medicare - Employer's Share	9	9	11	11	9
226-215.000-705.000	Medical Insurance - ER			41	41	44
226-215.000-705.200	Dental Benefits			5	5	5
226-215.000-706.000	Life Insurance - ER cost	6	4	6	6	6
226-215.000-707.000	Retirement Contributions-ER	59	57	78	78	61
226-215.000-707.100	Health Care Savings Plan - ER	24	25	31	31	25
226-215.000-708.000	Sick & Accident Premiums-ER	16	10	17	17	15
226-215.000-726.000	Supplies		18	50	50	35
226-215.000-745.000	Postage	525	588	600	600	510
226-215.000-801.000	Contractual Services	57	422	194	194	500
226-215.000-900.000	Printing and Publishing	613	458	730	730	750
226-215.000-960.000	Education and Training	18	210	327	327	350
226-215.000-961.000	Miscellaneous		14			
Totals for dept 215.000 - Administration and Clerk		1,956	2,487	2,920	2,920	2,961
Dept 228.000 - Information Technology						
226-228.000-801.000	Contractual Services	1,773	1,733	2,640	2,640	2,640
226-228.000-976.000	Equipment			110	110	
Totals for dept 228.000 - Information Technology		1,773	1,733	2,750	2,750	2,640
Dept 253.000 - Treasurer						
226-253.000-702.000	Wages	5,889	4,893	6,598	6,598	7,772
226-253.000-704.100	FICA - Employer's Share	376	315	409	409	482
226-253.000-704.200	Medicare - Employer's Share	88	74	96	96	113
226-253.000-705.000	Medical Insurance - ER	990	943	1,016	1,016	1,087
226-253.000-705.100	Vision Benefits	10	5	10	10	10
226-253.000-705.200	Dental Benefits	109	50	109	109	112
226-253.000-706.000	Life Insurance - ER cost	24	14	24	24	43
226-253.000-707.000	Retirement Contributions-ER	531	426	558	558	622

226-253.000-707.100	Health Care Savings Plan - ER	97	77	96	96	145
226-253.000-708.000	Sick & Accident Premiums-ER	116	68	115	115	169
226-253.000-726.000	Supplies	272	371	293	293	300
226-253.000-745.000	Postage	181	87	210	210	210
226-253.000-801.000	Contractual Services	4,442	7,044	4,662	10,000	10,000
226-253.000-805.000	Bank Fees	19	49	25	25	50
226-253.000-900.000	Printing and Publishing		8	8	8	10
226-253.000-910.300	Insurance and Bonds	10	5	15	15	15
226-253.000-940.000	Vehicle and Travel Expense	69	100	55	55	120
226-253.000-960.000	Education and Training	64	542	100	100	250
226-253.000-961.000	Miscellaneous	30		30	30	30
Totals for dept 253.000 - Treasurer		13,317	15,071	14,429	19,767	21,540
Dept 265.000 - Facilities - City Hall						
226-265.000-702.000	Wages	627	782	397	397	416
226-265.000-704.100	FICA - Employer's Share	42	51	25	25	26
226-265.000-704.200	Medicare - Employer's Share	10	12	6	6	6
226-265.000-705.000	Medical Insurance - ER	118	196	73	73	78
226-265.000-705.100	Vision Benefits	1	2	1	1	1
226-265.000-705.200	Dental Benefits	11	21	9	9	9
226-265.000-706.000	Life Insurance - ER cost	2	3	1	1	1
226-265.000-707.000	Retirement Contributions-ER	50	76	26	26	27
226-265.000-707.100	Health Care Savings Plan - ER	12	18	7	7	7
226-265.000-708.000	Sick & Accident Premiums-ER	11	18	7	7	8
226-265.000-726.000	Supplies	127	228	200	200	200
226-265.000-850.000	Communications	649	525	600	600	600
226-265.000-910.100	Property Insurance	196	250	262	262	275
226-265.000-910.500	Workers Comp Insurance	(13)	29	20	20	28
226-265.000-920.000	Utilities	929	660	1,100	1,100	1,155
226-265.000-930.000	Repairs and Maintenance	1,181	507	1,877	1,877	1,500
226-265.000-941.000	Equipment Rental	128	243	100	100	100
Totals for dept 265.000 - Facilities - City Hall		4,081	3,621	4,711	4,711	4,437
Dept 528.000 - Sanitation Collection						
226-528.000-702.000	Wages	2,696	2,224	2,898	2,898	3,144
226-528.000-704.100	FICA - Employer's Share	168	140	186	186	195
226-528.000-704.200	Medicare - Employer's Share	39	33	44	44	46
226-528.000-705.000	Medical Insurance - ER	340	219	284	284	304
226-528.000-705.100	Vision Benefits	3	2	3	3	3
226-528.000-705.200	Dental Benefits	36	18	30	30	31
226-528.000-706.000	Life Insurance - ER cost	11	8	11	11	11
226-528.000-707.000	Retirement Contributions-ER	244	213	265	265	278
226-528.000-707.100	Health Care Savings Plan - ER	86	65	99	99	103

226-528.000-708.000	Sick & Accident Premiums-ER	40	29	43	43	46
226-528.000-801.000 * *	Contractual Services	298,116	207,922	310,000	310,000	319,300
226-528.000-910.500	Workers Comp Insurance	(26)	260	312	312	437
226-528.000-941.000	Equipment Rental	10,480	7,719	12,200	12,200	12,200
Totals for dept 528.000 - Sanitation Collection		312,233	218,852	326,375	326,375	336,098

Dept 530.000 - Wood Chipping

226-530.000-702.000	Wages	18,427	16,960	22,953	22,953	24,056
226-530.000-704.100	FICA - Employer's Share	1,154	1,060	1,430	1,430	1,491
226-530.000-704.200	Medicare - Employer's Share	270	248	334	334	349
226-530.000-705.000	Medical Insurance - ER	3,035	4,025	2,919	2,919	3,123
226-530.000-705.100	Vision Benefits	39	43	41	41	42
226-530.000-705.200	Dental Benefits	451	492	466	466	480
226-530.000-706.000	Life Insurance - ER cost	58	62	59	59	59
226-530.000-707.000	Retirement Contributions-ER	4,710	3,950	5,119	5,119	5,200
226-530.000-707.100	Health Care Savings Plan - ER	322	262	415	415	419
226-530.000-708.000	Sick & Accident Premiums-ER	379	447	378	378	422
226-530.000-726.000	Supplies	68	111	150	150	150
226-530.000-801.000	Contractual Services	110		130	130	130
226-530.000-910.500	Workers Comp Insurance	(26)	260	312	312	437
226-530.000-930.000	Repairs and Maintenance	1,254	250	1,400	1,400	1,400
226-530.000-941.000	Equipment Rental	21,750	18,755	20,000	20,000	20,000
Totals for dept 530.000 - Wood Chipping		52,001	46,925	56,106	56,106	57,758

Dept 782.000 - Facilities - Abrams Park

226-782.000-702.000	Wages	7,548	4,810	10,249	10,249	10,815
226-782.000-704.100	FICA - Employer's Share	470	301	635	635	671
226-782.000-704.200	Medicare - Employer's Share	110	71	149	149	157
226-782.000-705.000	Medical Insurance - ER	1,211	844	1,918	1,918	2,052
226-782.000-705.100	Vision Benefits	15	9	23	23	24
226-782.000-705.200	Dental Benefits	178	104	268	268	276
226-782.000-706.000	Life Insurance - ER cost	20	12	30	30	30
226-782.000-707.000	Retirement Contributions-ER	456	341	821	821	886
226-782.000-707.100	Health Care Savings Plan - ER	93	48	196	196	196
226-782.000-708.000	Sick & Accident Premiums-ER	138	94	198	198	228
226-782.000-941.000	Equipment Rental	2,610	1,477	2,500	2,500	2,500
Totals for dept 782.000 - Facilities - Abrams Park		12,849	8,111	16,987	16,987	17,835

Dept 783.000 - Facilities - Elms Rd Park

226-783.000-702.000	Wages	9,269	5,558	11,649	11,649	12,254
226-783.000-704.100	FICA - Employer's Share	577	348	722	722	760
226-783.000-704.200	Medicare - Employer's Share	135	81	169	169	178
226-783.000-705.000	Medical Insurance - ER	1,492	941	2,046	2,046	2,189

226-783.000-705.100	Vision Benefits	19	11	25	25	26
226-783.000-705.200	Dental Benefits	223	123	288	288	297
226-783.000-706.000	Life Insurance - ER cost	25	14	32	32	32
226-783.000-707.000	Retirement Contributions-ER	576	402	892	892	941
226-783.000-707.100	Health Care Savings Plan - ER	121	57	211	211	211
226-783.000-708.000	Sick & Accident Premiums-ER	172	109	214	214	246
226-783.000-941.000	Equipment Rental	3,176	1,761	3,300	3,300	3,300
Totals for dept 783.000 - Facilities - Elms Rd Park		15,785	9,405	19,548	19,548	20,434
Dept 965.000 - Transfers Out						
226-965.000-998.101	Transfer Out to Gen Fd		2,387		2,387	
226-965.000-998.401	Trf Out to Capital Projects Fd					2,500
Totals for dept 965.000 - Transfers Out			2,387		2,387	2,500
TOTAL APPROPRIATIONS		427,357	319,361	456,693	464,418	480,336
NET OF REVENUES/APPROPRIATIONS - FUND 226		46,182	150,707	15,227	7,502	19,610
BEGINNING FUND BALANCE		370,187	416,362	416,362	416,362	423,864
ENDING FUND BALANCE		416,369	567,069	431,589	423,864	443,474
DEPARTMENT 000.000 General						
402.000	Current Tax Revenue					
	TV MBOR REAL & PERSONAL 196,535,558(TOTAL REAL PROPERTY)-1,165,466VETERANS-7,604,801DDA X 2.6270 / 1000 *.99 AND 2023 MILLAGE					
DEPARTMENT 528.000 Sanitation Collection						
801.000	Contractual Services					
	FOOTNOTE AMOUNTS:					
	GARBAGE CONTRACT INCREASE 3%					
	DEPT. '528.000' TOTAL					
		310,000				
		310,000				

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
248-000.000-402.000 * *	Current Tax Revenue	108,889	169,834	167,746	167,746	167,297
248-000.000-664.000	Interest Income	31	151	117	117	30
Totals for dept 000.000 - General		108,920	169,985	167,863	167,863	167,327
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TOTAL ESTIMATED REVENUES		108,920	169,985	167,863	167,863	167,327
APPROPRIATIONS						
Dept 173.000 - DDA Administration						
248-173.000-745.000	Postage	3	3	3	3	100
248-173.000-801.000	Contractual Services	1,120	685	20,000	20,000	5,000
248-173.000-825.000	Admin Services	2,500		5,000	5,000	10,000
248-173.000-961.000	Miscellaneous	1,300	1,300	1,300	1,300	1,300
Totals for dept 173.000 - DDA Administration		4,923	1,988	26,303	26,303	16,400
Dept 728.000 - Economic Development						
248-728.000-801.000 * *	Contractual Services	2,969	1,672	33,375	33,375	30,799
248-728.000-961.000	Miscellaneous	283				2,500
248-728.000-976.000	Equipment		10,383	5,000	5,000	5,000
Totals for dept 728.000 - Economic Development		3,252	12,055	38,375	38,375	38,299
Dept 728.002 - Streetscape						
248-728.002-726.000 * *	Supplies	3,628		500	500	100,000
248-728.002-967.101	Contribution to General Fund	40,000	40,000	40,000	40,000	
248-728.002-968.000	Depreciation Expense	472				
Totals for dept 728.002 - Streetscape		44,100	40,000	40,500	40,500	100,000
Dept 728.003 - Facade Program						
248-728.003-801.000	Contractual Services	9,475	7,258	12,500	12,500	20,000
Totals for dept 728.003 - Facade Program		9,475	7,258	12,500	12,500	20,000
Dept 728.004 - Family Movie Night						

248-728.004-726.000	Supplies	1,296	1,600	2,000	2,000	2,000
248-728.004-801.000	Contractual Services	1,345	1,700	5,000	5,000	2,500
248-728.004-968.000	Depreciation Expense	1,794		1,794	1,794	2,000
Totals for dept 728.004 - Family Movie Night		4,435	3,300	8,794	8,794	6,500
TOTAL APPROPRIATIONS		66,185	64,601	126,472	126,472	181,199
NET OF REVENUES/APPROPRIATIONS - FUND 248		42,735	105,384	41,391	41,391	(13,872)
BEGINNING FUND BALANCE		96,870	139,606	139,606	139,606	180,997
ENDING FUND BALANCE		139,605	244,990	180,997	180,997	167,125

DEPARTMENT 000.000 General

402.000	Current Tax Revenue					
	TV = 7,604,801 X 13.6848 SUMMER AND 8.763 WINTER 2023 MILLAGES*98%					

DEPARTMENT 728.000 Economic Development

801.000	Contractual Services					
	SHARED SERVICES WITH MUNDY TWP FOR ECONOMIC DEVELOPMENT WITH 25% GENERAL FUND (101-728.000-801.000 AND THE DDA COVERING 75% 248-728.000-801.000 BUDGETED CURRENT AMOUNT + 5% INCREASE					
	THIS IS A CHANGE FROM FY 24 25/75 SPLIT					

DEPARTMENT 728.002 Streetscape

726.000	Supplies					
	FOOTNOTE AMOUNTS:					100,000
	HOLLAND SQUARE POSSIBLE BLDG STRUCTURE					
	DEPT. '728.002' TOTAL					100,000

04/03/2024

BUDGET REPORT FOR CITY OF SWARTZ CREEK
Calculations as of 03/31/2024

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET
ESTIMATED REVENUES				
Dept 931.000 - Transfers IN				
401-931.000-699.101	Transfer In from Genl Fund			55,000
401-931.000-699.590	Transfer IN from Water Fund			2,500
401-931.000-699.591	Transfer IN from Sewer Fund			2,500
Totals for dept 931.000 - Transfers IN				60,000
TOTAL ESTIMATED REVENUES				
				60,000
NET OF REVENUES/APPROPRIATIONS - FUND 401				
BEGINNING FUND BALANCE				60,000
ENDING FUND BALANCE				60,000

2023-24 PROJECTED ACTIVITY	2024-25 REQUESTED BUDGET	2024-25 RECOMMENDED BUDGET
55,000	55,000	
2,500	2,500	
2,500	2,500	
60,000	60,000	
60,000	60,000	
60,000	60,000	
60,000	60,000	60,000
60,000	120,000	60,000

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
402-000.000-574.400 * *	CVTRS- PS - Revenue Sharing		567	378	567	1,195
402-000.000-664.000	Interest Income	2,597	7	2,000	2,000	50
Totals for dept 000.000 - General		2,597	574	2,378	2,567	1,245
Dept 931.000 - Transfers IN						
402-931.000-699.101 * *	Transfer In from Genl Fund	160,000	226,000	226,000	226,000	155,000
Totals for dept 931.000 - Transfers IN		160,000	226,000	226,000	226,000	155,000
TOTAL ESTIMATED REVENUES		162,597	226,574	228,378	228,567	156,245
APPROPRIATIONS						
Dept 336.000 - Fire Department						
402-336.000-976.000	Equipment	387,425	113,870	341,618	341,618	
Totals for dept 336.000 - Fire Department		387,425	113,870	341,618	341,618	
TOTAL APPROPRIATIONS		387,425	113,870	341,618	341,618	
NET OF REVENUES/APPROPRIATIONS - FUND 402		(224,828)	112,704	(113,240)	(113,051)	156,245
BEGINNING FUND BALANCE		229,480	4,653	4,653	4,653	(108,398)
ENDING FUND BALANCE		4,652	117,357	(108,587)	(108,398)	47,847
DEPARTMENT 000.000 General						
574.400	CVTRS- PS - Revenue Sharing					
	FY25 PROJ EXE BUDGET REC- JANUARY CONCENSUS					
DEPARTMENT 931.000 Transfers IN						
699.101	Transfer In from Genl Fund					
	ANNUAL TRANSFER FROM GENERAL FUND \$155,000 TO FIRE EQUIPMENT FUND					

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
590-000.000-664.000	Interest Income	19,931	18,995	10,078	18,995	11,000
590-000.000-675.000	Misc.	6,528				
Totals for dept 000.000 - General		26,459	18,995	10,078	18,995	11,000
Dept 536.000 - Sewer System						
590-536.000-601.000	Metered Services	557,572	377,630	540,000	540,000	540,000
590-536.000-605.000	Sewer Fees	836,653	597,535	829,000	829,000	829,000
590-536.000-606.000	Sewer Inspection Fees	210	140	200	200	200
590-536.000-607.000	Tap Fees	9,100	6,100	5,000	6,100	5,000
590-536.000-658.000	Penalty - Late Fee	11,012	6,529	8,800	8,800	9,700
Totals for dept 536.000 - Sewer System		1,414,547	987,934	1,383,000	1,384,100	1,383,900
TOTAL ESTIMATED REVENUES		1,441,006	1,006,929	1,393,078	1,403,095	1,394,900
APPROPRIATIONS						
Dept 101.000 - Council						
590-101.000-702.000	Wages	5,386	3,239	5,040	5,040	5,467
590-101.000-704.100	FICA - Employer's Share	334	201	312	312	339
590-101.000-704.200	Medicare - Employer's Share	78	47	73	73	79
590-101.000-726.000	Supplies	237	10	287	287	150
590-101.000-910.200	General Liability Insurance	2,264	2,482	2,600	2,600	2,730
590-101.000-910.500	Workers Comp Insurance	4	6	6	6	7
590-101.000-960.000	Education and Training	1,598	1,653	1,618	1,653	1,600
Totals for dept 101.000 - Council		9,901	7,638	9,936	9,971	10,372
Dept 172.000 - Executive						
590-172.000-702.000	Wages	20,261	15,681	21,198	21,198	23,217
590-172.000-704.100	FICA - Employer's Share	1,381	1,068	1,374	1,374	1,439
590-172.000-704.200	Medicare - Employer's Share	323	250	321	321	337
590-172.000-705.000	Medical Insurance - ER	3,393	2,754	3,667	3,667	3,924
590-172.000-705.100	Vision Benefits	30	23	31	31	32

590-172.000-705.200	Dental Benefits	356	271	361	361	372
590-172.000-706.000	Life Insurance - ER cost	89	67	91	91	91
590-172.000-707.000	Retirement Contributions-ER	3,786	1,723	2,216	2,216	2,322
590-172.000-707.100	Health Care Savings Plan - ER	891	689	886	886	929
590-172.000-708.000	Sick & Accident Premiums-ER	280	212	287	287	299
590-172.000-801.000 * *	Contractual Services	4,285	4,371	1,054	5,000	862
590-172.000-910.200	General Liability Insurance	3,017	2,487	3,100	3,100	3,255
590-172.000-910.500	Workers Comp Insurance	41	62	86	86	120
590-172.000-940.000	Vehicle and Travel Expense	2,016	1,548	1,680	1,680	2,064
590-172.000-960.000	Education and Training	230	66	100	100	100
590-172.000-961.000	Miscellaneous	81	131	150	150	
Totals for dept 172.000 - Executive		40,460	31,403	36,602	40,548	39,363

Dept 215.000 - Administration and Clerk

590-215.000-702.000	Wages	5,704	6,329	4,821	4,821	6,128
590-215.000-704.100	FICA - Employer's Share	354	392	485	485	380
590-215.000-704.200	Medicare - Employer's Share	83	92	114	114	89
590-215.000-705.000	Medical Insurance - ER			414	414	443
590-215.000-705.100	Vision Benefits			5	5	5
590-215.000-705.200	Dental Benefits			49	49	50
590-215.000-706.000	Life Insurance - ER cost	47	41	60	60	60
590-215.000-707.000	Retirement Contributions-ER	970	571	782	782	613
590-215.000-707.100	Health Care Savings Plan - ER	228	253	313	313	245
590-215.000-708.000	Sick & Accident Premiums-ER	132	102	170	170	150
590-215.000-726.000	Supplies		44			88
590-215.000-745.000	Postage	1,110	1,470	1,400	1,400	1,275
590-215.000-801.000	Contractual Services	144	1,054	1,729	1,729	1,250
590-215.000-900.000	Printing and Publishing	1,532	1,144	1,900	1,900	1,875
590-215.000-960.000	Education and Training	41	524	813	813	875
590-215.000-961.000	Miscellaneous		34			
Totals for dept 215.000 - Administration and Clerk		10,345	12,050	13,055	13,055	13,526

Dept 228.000 - Information Technology

590-228.000-726.000	Supplies			50	50	50
590-228.000-801.000	Contractual Services	5,743	5,085	9,390	9,390	9,390
590-228.000-976.000	Equipment			500	500	
Totals for dept 228.000 - Information Technology		5,743	5,085	9,940	9,940	9,440

Dept 253.000 - Treasurer

590-253.000-702.000	Wages	45,040	37,511	40,623	48,000	46,729
590-253.000-704.100	FICA - Employer's Share	2,731	2,366	2,519	2,970	2,897
590-253.000-704.200	Medicare - Employer's Share	639	553	589	700	678
590-253.000-705.000	Medical Insurance - ER	5,884	6,690	4,819	8,720	5,156

590-253.000-705.100	Vision Benefits	56	37	49	49	50
590-253.000-705.200	Dental Benefits	579	368	512	512	527
590-253.000-706.000	Life Insurance - ER cost	183	130	150	150	256
590-253.000-707.000	Retirement Contributions-ER	6,419	3,177	3,146	4,000	3,273
590-253.000-707.100	Health Care Savings Plan - ER	347	576	375	726	848
590-253.000-708.000	Sick & Accident Premiums-ER	696	509	601	601	988
590-253.000-726.000	Supplies	402	691	781	781	1,000
590-253.000-745.000	Postage	433	218	400	400	400
590-253.000-801.000	Contractual Services	11,108	17,609	16,653	20,000	20,000
590-253.000-805.000	Bank Fees	48	122	122	122	125
590-253.000-900.000	Printing and Publishing		19	19	19	20
590-253.000-910.300	Insurance and Bonds	25	13	39	39	39
590-253.000-940.000	Vehicle and Travel Expense	204	262	210	210	400
590-253.000-960.000	Education and Training	161	1,366	250	250	1,500
590-253.000-961.000	Miscellaneous	76				
Totals for dept 253.000 - Treasurer		75,031	72,217	71,857	88,249	84,886
Dept 265.000 - Facilities - City Hall						
590-265.000-702.000	Wages	1,566	1,926	1,148	1,148	1,204
590-265.000-704.100	FICA - Employer's Share	100	122	71	71	75
590-265.000-704.200	Medicare - Employer's Share	23	29	17	17	17
590-265.000-705.000	Medical Insurance - ER	263	450	206	206	220
590-265.000-705.100	Vision Benefits	2	4	2	2	2
590-265.000-705.200	Dental Benefits	27	53	26	26	27
590-265.000-706.000	Life Insurance - ER cost	5	7	3	3	3
590-265.000-707.000	Retirement Contributions-ER	121	185	82	82	85
590-265.000-707.100	Health Care Savings Plan - ER	31	45	20	20	20
590-265.000-708.000	Sick & Accident Premiums-ER	27	45	22	22	24
590-265.000-726.000	Supplies	317	580	400	400	750
590-265.000-850.000	Communications	1,608	1,824	1,525	1,525	2,000
590-265.000-910.100	Property Insurance	482	626	650	650	683
590-265.000-910.500	Workers Comp Insurance	(32)	40	49	49	69
590-265.000-920.000	Utilities	2,322	1,651	2,350	2,350	2,468
590-265.000-930.000	Repairs and Maintenance	2,954	1,242	2,693	2,693	2,693
590-265.000-941.000	Equipment Rental	320	609	350	350	350
Totals for dept 265.000 - Facilities - City Hall		10,136	9,438	9,614	9,614	10,690
Dept 536.000 - Sewer System						
590-536.000-702.000	Wages	37,614	30,801	33,319	33,319	36,093
590-536.000-704.100	FICA - Employer's Share	2,351	1,922	2,138	2,138	2,238
590-536.000-704.200	Medicare - Employer's Share	550	450	500	500	523
590-536.000-705.000	Medical Insurance - ER	4,928	3,527	3,527	3,527	3,774
590-536.000-705.100	Vision Benefits	50	40	34	34	35

590-536.000-705.200	Dental Benefits	592	469	382	382	393
590-536.000-706.000	Life Insurance - ER cost	143	114	128	128	128
590-536.000-707.000	Retirement Contributions-ER	6,057	2,982	3,192	3,192	3,341
590-536.000-707.100	Health Care Savings Plan - ER	1,108	905	1,121	1,121	1,165
590-536.000-708.000	Sick & Accident Premiums-ER	630	536	514	514	552
590-536.000-726.000	Supplies	3,503	214	3,200	3,200	3,000
590-536.000-726.200	Uniforms	1,907	1,307	1,225	1,225	
590-536.000-801.000	Contractual Services	15,018	9,213	10,000	10,000	10,000
590-536.000-850.000	Communications	2,907	1,584	2,600	2,600	2,000
590-536.000-900.000	Printing and Publishing	38		50	50	50
590-536.000-910.100	Property Insurance	358	168	465	465	488
590-536.000-910.500	Workers Comp Insurance	(24)	232	279	279	391
590-536.000-924.000	Bulk Treatment Fees/Bulk Water	762,063	363,930	755,000	755,000	760,000
590-536.000-930.000	Repairs and Maintenance	25,247	31,521	41,119	41,119	42,000
590-536.000-941.000	Equipment Rental	5,350	4,649	4,000	4,000	4,000
590-536.000-960.000	Education and Training		5	150	150	
590-536.000-965.000	Claims			400	400	
590-536.000-968.000	Depreciation Expense	295,185		320,000	320,000	320,000
Totals for dept 536.000 - Sewer System		1,165,575	454,569	1,183,343	1,183,343	1,190,171

Dept 537.000 - Sewer Lift Stations

590-537.000-702.000	Wages	2,745	2,237	2,269	2,269	2,487
590-537.000-704.100	FICA - Employer's Share	175	142	147	147	154
590-537.000-704.200	Medicare - Employer's Share	41	33	34	34	36
590-537.000-705.000	Medical Insurance - ER	530	344	183	183	196
590-537.000-705.100	Vision Benefits	4	2	2	2	2
590-537.000-705.200	Dental Benefits	45	28	17	17	18
590-537.000-706.000	Life Insurance - ER cost	14	9	10	10	10
590-537.000-707.000	Retirement Contributions-ER	461	225	229	229	240
590-537.000-707.100	Health Care Savings Plan - ER	90	69	90	90	94
590-537.000-708.000	Sick & Accident Premiums-ER	62	38	34	34	36
590-537.000-726.000	Supplies		426	324	324	450
590-537.000-920.000	Utilities	3,452	1,895	4,450	4,450	4,673
590-537.000-930.000	Repairs and Maintenance	5,330	711	3,500	3,500	3,500
590-537.000-941.000	Equipment Rental	272	201	200	200	200
Totals for dept 537.000 - Sewer Lift Stations		13,221	6,360	11,489	11,489	12,096

Dept 542.000 - Read and Bill

590-542.000-702.000	Wages	23,920	18,843	28,338	28,338	31,496
590-542.000-704.100	FICA - Employer's Share	1,508	1,183	1,757	1,757	1,953
590-542.000-704.200	Medicare - Employer's Share	353	277	411	411	457
590-542.000-705.000	Medical Insurance - ER	7,754	5,943	8,021	8,021	8,582
590-542.000-705.100	Vision Benefits	58	43	60	60	62

590-542.000-705.200	Dental Benefits	627	480	652	652	672
590-542.000-706.000	Life Insurance - ER cost	90	64	91	91	91
590-542.000-707.000	Retirement Contributions-ER	33,837	15,040	20,240	20,240	20,483
590-542.000-707.100	Health Care Savings Plan - ER	574	338	601	601	601
590-542.000-708.000	Sick & Accident Premiums-ER	551	442	557	557	667
590-542.000-726.000	Supplies	252	300	500	500	500
590-542.000-745.000	Postage	2,276	1,879	2,600	2,600	2,600
590-542.000-801.000	Contractual Services	833	448	1,000	1,000	1,000
590-542.000-941.000	Equipment Rental	2,016	1,614	2,100	2,100	2,000
Totals for dept 542.000 - Read and Bill		74,649	46,894	66,928	66,928	71,164
Dept 543.400 - Reline Existing Sewers						
590-543.400-930.000-543.410 * *	Repairs and Maintenance	20,188	312,288	268,088	312,288	
Totals for dept 543.400 - Reline Existing Sewers		20,188	312,288	268,088	312,288	
Dept 543.401 - Flush & TV Sewers						
590-543.401-930.000-543.401 * *	Repairs and Maintenance					200,000
Totals for dept 543.401 - Flush & TV Sewers						200,000
Dept 850.000 - Other Functions						
590-850.000-955.000	OPEB Expense	(17,823)		8,000	8,000	8,000
Totals for dept 850.000 - Other Functions		(17,823)		8,000	8,000	8,000
Dept 965.000 - Transfers Out						
590-965.000-998.101	Transfer Out to Gen Fd		4,773			
590-965.000-998.401	Trf Out to Capital Projects Fd			2,500	2,500	
Totals for dept 965.000 - Transfers Out			4,773	2,500	2,500	
TOTAL APPROPRIATIONS		1,407,426	962,715	1,691,352	1,755,925	1,649,708
NET OF REVENUES/APPROPRIATIONS - FUND 590		33,580	44,214	(298,274)	(352,830)	(254,808)
BEGINNING FUND BALANCE		7,582,166	7,615,746	7,615,746	7,615,746	7,262,916
ENDING FUND BALANCE		7,615,746	7,659,960	7,317,472	7,262,916	7,008,108
DEPARTMENT 172.000 Executive						
801.000	Contractual Services					
PEB VALUATION SPLIT \$3450 (SPLIT BETWEEN FUNDS 101-172.000-801.000 \$1380, 226-172.000-801 \$345, 590-172.000-801.000, \$862, 591-172.000-801.000 \$863						
DEPARTMENT 543.400 Reline Existing Sewers						
DEPARTMENT 543.401 Flush & TV Sewers						
930.000	Repairs and Maintenance					

FOOTNOTE AMOUNTS:	200,000
BIDS FOR TELEVISIONING WILL BE RECEIVED APRIL 2024	
DEPT. '543.401' TOTAL	200,000

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
591-000.000-664.000	Interest Income	22,349	24,094	9,000	24,094	9,000
591-000.000-675.000	Misc.	3,194				
Totals for dept 000.000 - General		25,543	24,094	9,000	24,094	9,000
Dept 540.000 - Water System						
591-540.000-600.000	Water Fees	638,910	470,662	630,000	517,677	717,735
591-540.000-601.000	Metered Services	1,679,794	1,157,660	1,635,000	1,801,823	1,801,823
591-540.000-602.000	Hydrant Rental	950	950	950	950	950
591-540.000-603.000	Service Fees	16,411	9,457	7,800	9,457	7,800
591-540.000-607.000	Tap Fees	15,750	12,750	12,000	12,750	12,000
591-540.000-627.000	Charges for Services	108	1,742			
591-540.000-658.000	Penalty - Late Fee	19,159	11,033	15,000	15,000	15,000
Totals for dept 540.000 - Water System		2,371,082	1,664,254	2,300,750	2,357,657	2,555,308
Dept 543.230 - Water Main Repair USDA Grant						
591-543.230-525.000-543.230	USDA Water Main Grant	635,193				
Totals for dept 543.230 - Water Main Repair USDA Grant		635,193				
TOTAL ESTIMATED REVENUES		3,031,818	1,688,348	2,309,750	2,381,751	2,564,308
APPROPRIATIONS						
Dept 101.000 - Council						
591-101.000-702.000	Wages	5,386	3,239	5,040	5,040	5,467
591-101.000-704.100	FICA - Employer's Share	334	201	312	312	339
591-101.000-704.200	Medicare - Employer's Share	78	47	73	73	79
591-101.000-726.000	Supplies	237	10	50	50	50
591-101.000-910.200	General Liability Insurance	2,269	2,482	2,300	2,300	2,415
591-101.000-910.500	Workers Comp Insurance	4	6	5	5	7
591-101.000-960.000	Education and Training	1,598	1,653	1,595	1,595	1,600
Totals for dept 101.000 - Council		9,906	7,638	9,375	9,375	9,957

Dept 172.000 - Executive						
591-172.000-702.000	Wages	20,261	15,682	21,198	21,198	23,217
591-172.000-704.100	FICA - Employer's Share	1,390	1,073	1,374	1,374	1,439
591-172.000-704.200	Medicare - Employer's Share	325	251	321	321	337
591-172.000-705.000	Medical Insurance - ER	3,393	2,754	3,667	3,667	3,924
591-172.000-705.100	Vision Benefits	30	23	31	31	32
591-172.000-705.200	Dental Benefits	356	271	361	361	372
591-172.000-706.000	Life Insurance - ER cost	89	67	91	91	91
591-172.000-707.000	Retirement Contributions-ER	3,680	1,730	2,216	2,216	2,322
591-172.000-707.100	Health Care Savings Plan - ER	897	692	886	886	929
591-172.000-708.000	Sick & Accident Premiums-ER	280	212	287	287	299
591-172.000-801.000 * *	Contractual Services	4,861	4,846	923	923	863
591-172.000-910.200	General Liability Insurance	3,017	2,487	3,020	3,020	3,171
591-172.000-910.500	Workers Comp Insurance	41	62	100	100	140
591-172.000-940.000	Vehicle and Travel Expense	2,160	1,620	1,820	1,820	2,160
591-172.000-960.000	Education and Training	230	66	100	100	100
591-172.000-961.000	Miscellaneous	81	131	71	71	
Totals for dept 172.000 - Executive		41,091	31,967	36,466	36,466	39,396
Dept 215.000 - Administration and Clerk						
591-215.000-702.000	Wages	5,704	6,329	7,821	7,821	6,128
591-215.000-704.100	FICA - Employer's Share	354	392	485	485	380
591-215.000-704.200	Medicare - Employer's Share	83	92	114	114	89
591-215.000-705.000	Medical Insurance - ER			459	459	491
591-215.000-705.100	Vision Benefits			5	5	5
591-215.000-705.200	Dental Benefits			49	49	50
591-215.000-706.000	Life Insurance - ER cost	47	41	60	60	60
591-215.000-707.000	Retirement Contributions-ER	936	571	782	782	613
591-215.000-707.100	Health Care Savings Plan - ER	228	253	313	313	245
591-215.000-708.000	Sick & Accident Premiums-ER	132	102	170	170	150
591-215.000-726.000	Supplies		44	38	38	88
591-215.000-745.000	Postage	1,110	1,470	1,400	1,400	1,275
591-215.000-801.000	Contractual Services	144	1,054	1,729	1,729	1,250
591-215.000-900.000	Printing and Publishing	1,532	1,144	1,900	1,900	1,875
591-215.000-960.000	Education and Training	39	524	813	813	875
591-215.000-961.000	Miscellaneous		34			
Totals for dept 215.000 - Administration and Clerk		10,309	12,050	16,138	16,138	13,574
Dept 228.000 - Information Technology						
591-228.000-726.000	Supplies			50	50	50
591-228.000-801.000	Contractual Services	5,743	5,085	9,390	9,390	9,390
591-228.000-976.000	Equipment			500	500	
Totals for dept 228.000 - Information Technology		5,743	5,085	9,940	9,940	9,440

Dept 253.000 - Treasurer

591-253.000-702.000	Wages	36,366	31,585	47,128	47,128	50,331
591-253.000-704.100	FICA - Employer's Share	2,169	2,007	2,922	2,922	3,121
591-253.000-704.200	Medicare - Employer's Share	507	469	684	684	730
591-253.000-705.000	Medical Insurance - ER	4,401	5,081	6,307	6,307	6,748
591-253.000-705.100	Vision Benefits	44	27	55	55	57
591-253.000-705.200	Dental Benefits	461	274	578	578	595
591-253.000-706.000	Life Insurance - ER cost	139	96	188	188	284
591-253.000-707.000	Retirement Contributions-ER	4,626	2,583	3,796	3,796	3,633
591-253.000-707.100	Health Care Savings Plan - ER	323	475	327	327	1,043
591-253.000-708.000	Sick & Accident Premiums-ER	548	393	701	701	1,078
591-253.000-726.000	Supplies	429	692	731	731	1,000
591-253.000-745.000	Postage	433	218	340	340	340
591-253.000-801.000	Contractual Services	11,108	17,609	22,653	22,653	27,500
591-253.000-805.000	Bank Fees	48	122	150	150	125
591-253.000-900.000	Printing and Publishing		19	19	19	20
591-253.000-910.300	Insurance and Bonds	25	13	38	38	38
591-253.000-940.000	Vehicle and Travel Expense	204	262	200	200	400
591-253.000-960.000	Education and Training	161	1,366	250	250	1,500
591-253.000-961.000	Miscellaneous	76		25	25	
Totals for dept 253.000 - Treasurer		62,068	63,291	87,092	87,092	98,543

Dept 265.000 - Facilities - City Hall

591-265.000-702.000	Wages	1,659	1,926	1,064	1,064	1,120
591-265.000-704.100	FICA - Employer's Share	101	124	66	66	69
591-265.000-704.200	Medicare - Employer's Share	24	29	15	15	16
591-265.000-705.000	Medical Insurance - ER	284	477	206	206	220
591-265.000-705.100	Vision Benefits	2	4	2	2	2
591-265.000-705.200	Dental Benefits	27	53	26	26	27
591-265.000-706.000	Life Insurance - ER cost	5	7	3	3	3
591-265.000-707.000	Retirement Contributions-ER	201	188	82	82	85
591-265.000-707.100	Health Care Savings Plan - ER	31	45	20	20	20
591-265.000-708.000	Sick & Accident Premiums-ER	27	45	22	22	24
591-265.000-726.000	Supplies	317	580	250	250	500
591-265.000-850.000	Communications	1,608	1,861	1,300	1,300	2,000
591-265.000-910.100	Property Insurance	482	626	500	500	525
591-265.000-910.500	Workers Comp Insurance	(32)	40	49	49	69
591-265.000-920.000	Utilities	2,322	1,651	2,600	2,600	2,730
591-265.000-930.000	Repairs and Maintenance	2,954	1,274	2,693	2,693	2,693
591-265.000-941.000	Equipment Rental	320	609	350	350	350
591-265.000-961.000	Miscellaneous			50	50	
Totals for dept 265.000 - Facilities - City Hall		10,332	9,539	9,298	9,298	10,453

Dept 540.000 - Water System

591-540.000-702.000	Wages	85,425	77,980	97,490	97,490	103,605
591-540.000-704.100	FICA - Employer's Share	5,334	4,863	6,126	6,126	6,424
591-540.000-704.200	Medicare - Employer's Share	1,248	1,137	1,433	1,433	1,502
591-540.000-705.000	Medical Insurance - ER	12,363	10,539	13,559	13,559	14,508
591-540.000-705.100	Vision Benefits	153	139	174	174	179
591-540.000-705.200	Dental Benefits	1,773	1,629	2,009	2,009	2,069
591-540.000-706.000	Life Insurance - ER cost	284	242	310	310	310
591-540.000-707.000	Retirement Contributions-ER	41,366	20,582	26,849	26,849	27,291
591-540.000-707.100	Health Care Savings Plan - ER	1,877	1,610	2,358	2,358	2,409
591-540.000-708.000	Sick & Accident Premiums-ER	1,575	1,501	1,729	1,729	1,922
591-540.000-726.000	Supplies	7,863	4,278	4,400	4,400	5,000
591-540.000-726.200	Uniforms	1,907	848	4,200	4,200	4,200
591-540.000-801.000 * *	Contractual Services	82,966	52,244	103,000	103,000	723,000
591-540.000-850.000	Communications	2,921	1,595	2,500	2,500	2,000
591-540.000-900.000	Printing and Publishing	1,359	1,608	1,360	1,360	1,600
591-540.000-910.100	Property Insurance	1,713	306	1,720	1,720	1,806
591-540.000-910.500	Workers Comp Insurance	574	761	945	945	1,323
591-540.000-920.000	Utilities	378	265	400	400	420
591-540.000-924.000	Bulk Treatment Fees/Bulk Water	1,516,916	862,127	1,520,000	1,520,000	1,520,000
591-540.000-930.000 * *	Repairs and Maintenance	57,721	67,356	166,119	166,119	75,000
591-540.000-941.000	Equipment Rental	23,837	21,278	20,000	20,000	20,000
591-540.000-960.000	Education and Training	4,243	2,737	4,000	4,000	4,000
591-540.000-965.000	Claims		412	1,500	1,500	500
591-540.000-968.000	Depreciation Expense	293,035		400,000	400,000	400,000
Totals for dept 540.000 - Water System		2,146,831	1,136,037	2,382,181	2,382,181	2,919,068

Dept 542.000 - Read and Bill

591-542.000-702.000	Wages	23,021	18,466	27,218	27,218	31,483
591-542.000-704.100	FICA - Employer's Share	1,516	1,162	1,688	1,688	1,883
591-542.000-704.200	Medicare - Employer's Share	355	272	395	395	440
591-542.000-705.000	Medical Insurance - ER	7,661	5,928	8,020	8,020	8,581
591-542.000-705.100	Vision Benefits	57	43	60	60	62
591-542.000-705.200	Dental Benefits	618	480	652	652	672
591-542.000-706.000	Life Insurance - ER cost	89	64	91	91	91
591-542.000-707.000	Retirement Contributions-ER	3,601	1,748	2,545	2,545	2,789
591-542.000-707.100	Health Care Savings Plan - ER	574	355	601	601	601
591-542.000-708.000	Sick & Accident Premiums-ER	545	442	557	557	667
591-542.000-726.000	Supplies	278	300	675	675	675
591-542.000-745.000	Postage	2,276	1,879	2,350	2,350	2,350
591-542.000-801.000	Contractual Services	833	448	850	850	850
591-542.000-941.000	Equipment Rental	2,711	1,435	2,000	2,000	2,000

Totals for dept 542.000 - Read and Bill		44,135	33,022	47,702	47,702	53,144
Dept 543.230 - Water Main Repair USDA Grant						
591-543.230-745.000	POSTAGE		76			
591-543.230-801.000-543.230	Contractual Services	4,515				
591-543.230-801.000-543.330	Contractual Services		1,640,104			
591-543.230-801.400-543.330	Design Engineering		17,595			
591-543.230-801.450-543.330	Construction Engineering		98,765	4,369,435	4,369,435	
Totals for dept 543.230 - Water Main Repair USDA Grant		4,515	1,756,540	4,369,435	4,369,435	
Dept 850.000 - Other Functions						
591-850.000-955.000	OPEB Expense	(12,403)		10,000	10,000	8,000
Totals for dept 850.000 - Other Functions		(12,403)		10,000	10,000	8,000
Dept 905.000 - Debt Service						
591-905.000-992.200 * *	LTGO USDA Interest Payments	53,744	26,128	52,256	52,256	112,256
591-905.000-995.354 * *	GO Tax Bond 2017 Interest Expense	5,936	2,497	4,994	4,994	3,910
591-905.000-996.354	GO Tax Bond 2017 Agent Fees	115		120	120	
591-905.000-997.USD	USDA Trf to Escrow for Bond Reserve	10,000	12,000	10,000	12,000	10,500
Totals for dept 905.000 - Debt Service		69,795	40,625	67,370	69,370	126,666
Dept 965.000 - Transfers Out						
591-965.000-998.101	Transfer Out to Gen Fd		4,773			
591-965.000-998.401	Trf Out to Capital Projects Fd			2,500	2,500	2,500
Totals for dept 965.000 - Transfers Out			4,773	2,500	2,500	2,500
TOTAL APPROPRIATIONS		2,392,322	3,100,567	7,047,497	7,049,497	3,290,741
NET OF REVENUES/APPROPRIATIONS - FUND 591		639,496	(1,412,219)	(4,737,747)	(4,667,746)	(726,433)
BEGINNING FUND BALANCE		7,826,332	8,465,826	8,465,826	8,465,826	3,798,080
ENDING FUND BALANCE		8,465,828	7,053,607	3,728,079	3,798,080	3,071,647
DEPARTMENT 172.000 Executive						
801.000	Contractual Services					
	PEB VALUATION SPLIT \$3450 (SPLIT BETWEEN FUNDS 101-172.000-801.000 \$1380, 226-172.000-801 \$345, 590-172.000-801.000, \$862, 591-172.000-801.000 \$863					
DEPARTMENT 540.000 Water System						
801.000	Contractual Services					
	FOOTNOTE AMOUNTS:					620,000
	CAPPY LANE WATERMAIN PROJECT: ESTIMATED DE \$50,000, CE 70,000 & CONSTRUCTION EST 500,000					

930.000	Repairs and Maintenance	
	DEPT. '540.000' TOTAL	620,000

DEPARTMENT 905.000 Debt Service

992.200	LTGO USDA Interest Payments USDA LOAN PAYMENTS FOR FY 25 ESTIMATED AS PRINCIPAL 53,000(REDUCE LIABILITY ACCOUNT 591-000.000-301.GLN) REFLECTED AS RESTRICTED FUND BALANCE AND INTEREST EXPENSE \$52,256 (591-905.000-992.200). THE LOAN PAYMENTS FOR PHASE II WILL NOT BE DETERMINED UNTIL THE LOAN IS ISSUED AND PROJECT COMPLETE	
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995.354	GO Tax Bond 2017 Interest Expense 23% OF GEN OB TAX BONDS 2017 INTEREST PAYMENT MADE NOVEMBER 2024 AND MAY 2025	
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GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY THRU 03/31/24	2023-24 AMENDED BUDGET	2023-24 PROJECTED ACTIVITY	2024-25 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000.000 - General						
661-000.000-664.000	Interest Income	1,576	1,427	1,396	1,396	700
661-000.000-667.000	Equipment Rental Income	178,068	135,166	153,095	153,095	154,750
661-000.000-673.000	Sale of Assets		28,088	65,000	65,000	
661-000.000-675.000	Misc.	1,257	210	210	210	
Totals for dept 000.000 - General		180,901	164,891	219,701	219,701	155,450
TOTAL ESTIMATED REVENUES						
		180,901	164,891	219,701	219,701	155,450
APPROPRIATIONS						
Dept 172.000 - Executive						
661-172.000-910.100	Property Insurance	9,855	11,439	11,240	11,240	11,802
Totals for dept 172.000 - Executive		9,855	11,439	11,240	11,240	11,802
Dept 228.000 - Information Technology						
661-228.000-801.000	Contractual Services	905	789	815	815	815
Totals for dept 228.000 - Information Technology		905	789	815	815	815
Dept 253.000 - Treasurer						
661-253.000-702.000	Wages	627	1,440	851	851	609
661-253.000-704.100	FICA - Employer's Share	111	94	53	53	38
661-253.000-704.200	Medicare - Employer's Share	26	22	12	12	9
661-253.000-705.000	Medical Insurance - ER	274	272	163	163	174
661-253.000-705.100	Vision Benefits	4	1	1	1	1
661-253.000-705.200	Dental Benefits	38	10	11	11	11
661-253.000-706.000	Life Insurance - ER cost	10	5	5	5	5
661-253.000-707.000	Retirement Contributions-ER	254	143	85	85	61
661-253.000-707.100	Health Care Savings Plan - ER	24	24			24
661-253.000-708.000	Sick & Accident Premiums-ER	42	21	14	14	14
Totals for dept 253.000 - Treasurer		1,410	2,032	1,195	1,195	946
Dept 265.100 - Facilities - City Garage						

661-265.100-702.000	Wages	22,857	52	20,000	20,000	40,356
661-265.100-704.100	FICA - Employer's Share	1,441	4	1,246	1,246	2,460
661-265.100-704.200	Medicare - Employer's Share	337	1	268	268	575
661-265.100-705.000	Medical Insurance - ER	4,666	39	4,000	4,000	4,280
661-265.100-705.100	Vision Benefits	41	1	40	40	41
661-265.100-705.200	Dental Benefits	492	7	525	525	541
661-265.100-706.000	Life Insurance - ER cost	64	1	71	71	71
661-265.100-707.000	Retirement Contributions-ER	3,290	808	2,600	2,600	4,095
661-265.100-707.100	Health Care Savings Plan - ER	251		467	467	739
661-265.100-708.000	Sick & Accident Premiums-ER	421	8	475	475	790
661-265.100-726.000	Supplies	4,189	2,177	5,000	5,000	5,000
661-265.100-801.000	Contractual Services	682	444	600	600	600
661-265.100-850.000	Communications	982	885	960	960	960
661-265.100-910.100	Property Insurance	1,025	1,749	1,400	1,400	1,470
661-265.100-910.500	Workers Comp Insurance	67	123	147	147	206
661-265.100-920.000	Utilities	6,626	3,951	7,850	7,850	8,243
661-265.100-920.500	Utilities - Fuel	17,148	9,613	21,000	21,000	20,000
661-265.100-930.000	Repairs and Maintenance	37,926	9,889	20,000	20,000	25,000
661-265.100-940.000	Vehicle and Travel Expense	96	44	80	80	100
661-265.100-961.590 * *	Other Expenses - Interest Advance Sewer		3,578	3,378	3,378	3,378
661-265.100-968.000	Depreciation Expense	49,726		75,000	75,000	75,000
661-265.100-976.000 * *	Equipment		228,254	225,000	225,000	150,000
Totals for dept 265.100 - Facilities - City Garage		152,327	261,628	390,107	390,107	343,905
Dept 850.000 - Other Functions						
661-850.000-955.000	OPEB Expense	(305)		3,000	3,000	3,000
Totals for dept 850.000 - Other Functions		(305)		3,000	3,000	3,000
TOTAL APPROPRIATIONS		164,192	275,888	406,357	406,357	360,468
NET OF REVENUES/APPROPRIATIONS - FUND 661		16,709	(110,997)	(186,656)	(186,656)	(205,018)
BEGINNING FUND BALANCE		529,996	546,707	546,707	546,707	360,051
ENDING FUND BALANCE		546,705	435,710	360,051	360,051	155,033
DEPARTMENT 265.100 Facilities - City Garage						
961.590	Other Expenses - Interest Advance Sewer					
	YR 2 OF 5 PMT TO SEWER FUND FROM MOTOR POOL					
976.000	Equipment					150,000
	DPW TWO PICKUP TRUCKS(2) REQUEST AND KUBOTA SIDE BY SIDE					
DEPT. '265.100' TOTAL						150,000

Act No. 233
Public Acts of 2023
Approved by the Governor
November 28, 2023
Filed with the Secretary of State
November 29, 2023
EFFECTIVE DATE: November 29, 2024

STATE OF MICHIGAN
102ND LEGISLATURE
REGULAR SESSION OF 2023

Introduced by Reps. Aiyash, Puri, Brenda Carter, Pohutsky, Rheingans, Hope, O'Neal, Byrnes, Stone, MacDonell, Tsernoglou, Morse, Breen, Martus, Andrews, Steckloff and Wilson

ENROLLED HOUSE BILL No. 5120

AN ACT to amend 2008 PA 295, entitled “An act to require certain providers of electric service to establish and recover costs for renewable energy programs; to require certain providers of electric or natural gas service to establish energy waste reduction programs; to authorize the use of certain energy systems to meet the requirements of those programs; to provide for the approval of energy waste reduction service companies; to reduce energy waste by state agencies and the public; to create a wind energy resource zone board and provide for its power and duties; to authorize the creation and implementation of wind energy resource zones; to provide for expedited transmission line siting certificates; to provide for customer generation and net metering programs and the responsibilities of certain providers of electric service and customers with respect to customer generation and net metering; to provide for fees; to prescribe the powers and duties of certain state agencies and officials; to require the promulgation of rules and the issuance of orders; to authorize the establishment of residential energy improvement programs by providers of electric or natural gas service; and to provide for civil sanctions, remedies, and penalties,” by amending the title and section 13 (MCL 460.1013), as amended by 2016 PA 342, and by adding part 8.

The People of the State of Michigan enact:

TITLE

An act to require certain providers of electric service to establish and recover costs for renewable energy and clean energy programs; to require certain providers of electric or natural gas service to establish, and recover costs for, energy waste reduction programs; to ensure that costs and savings from renewable energy, clean energy, and energy waste reduction programs are included in the determination of rates; to authorize the use of certain energy systems to meet the requirements of those programs; to provide for the approval of energy waste reduction service companies; to reduce energy waste by state agencies and the public; to create a wind energy resource zone board and provide for its power and duties; to authorize the creation and implementation of wind energy resource zones; to provide for expedited transmission line siting certificates; to provide for customer generation and net metering programs and the responsibilities of certain providers of electric service and customers with respect to customer generation and net metering; to provide for fees; to prescribe the powers and duties of certain state agencies and officials; to require the promulgation of rules and the issuance of orders; to authorize the establishment of residential energy improvement programs by providers of electric or natural gas service; to authorize certification by this state before the construction of certain wind and solar energy facilities and energy storage facilities; to regulate certain local ordinances; to protect personal property rights; and to provide for civil sanctions, remedies, and penalties.

Sec. 13. As used in this act:

(a) "Site", except as used in part 8, means a contiguous site, regardless of the number of meters at that site. A site that would be contiguous but for the presence of a street, road, or highway is considered to be contiguous for the purposes of this subdivision.

(b) "Transmission line" means all structures, equipment, and real property necessary to transfer electricity at system bulk supply voltage of 100 kilovolts or more.

(c) "Utility system resource cost test" means a standard that is met for an investment in energy waste reduction if, on a life cycle basis, using a real societal discount rate based on actual long-term United States Treasury bond yields, the total avoided supply-side costs to the provider, including representative values for electricity or natural gas supply, transmission, distribution, and other associated costs, are greater than the total costs to the provider of administering and delivering the energy waste reduction program, including net costs for any provider incentives paid by customers and capitalized costs recovered under section 89.

(d) "Wind energy conversion system" means a system that uses 1 or more wind turbines to generate electricity and has a nameplate capacity of 100 kilowatts or more.

(e) "Wind energy resource zone" or "wind zone" means an area designated by the commission under section 147.

PART 8.

WIND, SOLAR, AND STORAGE CERTIFICATION

Sec. 221. As used in this part:

(a) "Affected local unit" means a unit of local government in which all or part of a proposed energy facility will be located.

(b) "Aircraft detection lighting system" means a sensor-based system designed to detect aircraft as they approach a wind energy facility and that automatically activates obstruction lights until they are no longer needed.

(c) "Applicant" means an applicant for a certificate.

(d) "Certificate" means a certificate issued for an energy facility under section 226(5).

(e) "Community-based organization" means a workforce development and training organization, labor union, local governmental entity, Michigan federally recognized tribe, environmental advocacy organization, or an organization that represents the interests of underserved communities.

(f) "Compatible renewable energy ordinance" means an ordinance that provides for the development of energy facilities within the local unit of government, the requirements of which are no more restrictive than the provisions included in section 226(8). A local unit of government is considered not to have a compatible renewable energy ordinance if it has a moratorium on the development of energy facilities in effect within its jurisdiction.

(g) "Construction" means any substantial action taken constituting the placement, erection, expansion, or repowering of an energy facility.

(h) "Dark sky-friendly lighting technology" means a light fixture that is designed to minimize the amount of light that escapes upward into the sky.

(i) "Energy facility" means an energy storage facility, solar energy facility, or wind energy facility. An energy facility may be located on more than 1 parcel of property, including noncontiguous parcels, but shares a single point of interconnection to the grid.

(j) "Energy storage facility" means a system that absorbs, stores, and discharges electricity. Energy storage facility does not include either of the following:

(i) Fossil fuel storage.

(ii) Power-to-gas storage that directly uses fossil fuel inputs.

(k) "Independent power producer", or "IPP", means a person that is not an electric provider but owns or operates facilities to generate electric power for sale to electric providers, this state, or local units of government.

(l) "Light intensity dimming solution technology" means obstruction lighting that provides a means of tailoring the intensity level of lights according to surrounding visibility.

(m) "Light-mitigating technology system" means an aircraft detection lighting system, a light intensity dimming solution technology, or a comparable solution that reduces the impact of nighttime lighting while maintaining night conspicuity sufficient to assist aircraft in identifying and avoiding collision with the wind energy facilities.

(n) “Local unit of government” or “local unit” means a county, township, city, or village.

(o) “Maximum blade tip height” means the nominal hub height plus the nominal blade length of a wind turbine, as listed in the wind turbine specifications provided by the wind turbine manufacturer. If not listed in the wind turbine specifications, maximum blade tip height means the actual hub height plus the actual blade length.

(p) “Nameplate capacity” means the designed full-load sustained generating output of an energy facility. Nameplate capacity shall be determined by reference to the sustained output of an energy facility even if components of the energy facility are located on different parcels, whether contiguous or noncontiguous.

(q) “Nonparticipating property” means a property that is adjacent to an energy facility and that is not a participating property.

(r) “Occupied community building” means a school, place of worship, day-care facility, public library, community center, or other similar building that the applicant knows or reasonably should know is used on a regular basis as a gathering place for community members.

(s) “Participating property” means real property that either is owned by an applicant or that is the subject of an agreement that provides for the payment by an applicant to a landowner of monetary compensation related to an energy facility regardless of whether any part of that energy facility is constructed on the property.

(t) “Person” means an individual, governmental entity authorized by this state, political subdivision of this state, business, proprietorship, firm, partnership, limited partnership, limited liability partnership, co-partnership, joint venture, syndicate, business trust, labor organization, company, corporation, association, subchapter S corporation, limited liability company, committee, receiver, estate, trust, or any other legal entity or combination or group of persons acting jointly as a unit.

(u) “Project labor agreement” means a prehire collective bargaining agreement with 1 or more labor organizations that establishes the terms and conditions of employment for a specific construction project and does all of the following:

(i) Binds all contractors and subcontractors on the construction project through the inclusion of appropriate specifications in all relevant solicitation provisions and contract documents.

(ii) Allows all contractors and subcontractors on the construction project to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements.

(iii) Contains guarantees against strikes, lockouts, and similar job disruptions.

(iv) Sets forth the effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement.

(v) Provides other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health.

(vi) Complies with all state and federal laws, rules, and regulations.

(v) “Repowering”, with respect to an energy facility, means replacement of all or substantially all of the energy facility for the purpose of extending its life. Repowering does not include repairs related to the ongoing operations that do not increase the capacity or energy output of the energy facility.

(w) “Solar energy facility” means a system that captures and converts solar energy into electricity, for the purpose of sale or for use in locations other than solely the solar energy facility property. Solar energy facility includes, but is not limited to, the following equipment and facilities to be constructed by an electric provider or independent power producer: photovoltaic solar panels; solar inverters; access roads; distribution, collection, and feeder lines; wires and cables; conduit; footings; foundations; towers; poles; crossarms; guy lines and anchors; substations; interconnection or switching facilities; circuit breakers and transformers; energy storage facilities; overhead and underground control; communications and radio relay systems and telecommunications equipment; utility lines and installations; generation tie lines; solar monitoring stations; and accessory equipment and structures.

(x) “Wind energy facility” means a system that captures and converts wind into electricity, for the purpose of sale or for use in locations other than solely the wind energy facility property. Wind energy facility includes, but is not limited to, the following equipment and facilities to be constructed by an electric provider or independent power producer: wind towers; wind turbines; access roads; distribution, collection, and feeder lines; wires and cables; conduit; footings; foundations; towers; poles; crossarms; guy lines and anchors; substations; interconnection or switching facilities; circuit breakers and transformers; energy storage facilities; overhead and underground control; communications and radio relay systems and telecommunications equipment; monitoring and recording equipment and facilities; erosion control facilities; utility lines and installations; generation tie lines; ancillary buildings; wind monitoring stations; and accessory equipment and structures.

Sec. 222. (1) This part applies to all of the following:

(a) Any solar energy facility with a nameplate capacity of 50 megawatts or more.

(b) Any wind energy facility with a nameplate capacity of 100 megawatts or more.

(c) Any energy storage facility with a nameplate capacity of 50 megawatts or more and an energy discharge capability of 200 megawatt hours or more.

(2) Before beginning construction of an energy facility, an electric provider or independent power producer may, pursuant to this part, obtain a certificate for that energy facility from the commission. A local unit of government exercising zoning jurisdiction may request the commission to require an electric provider or independent power producer that proposes to construct an energy facility in that local unit to obtain a certificate for that energy facility from the commission. To obtain a certificate for an energy facility, an electric provider or IPP must comply with the requirements of sections 223 and 224, and then submit to the commission an application as described in section 225.

(3) If the commission has issued a certificate for an energy facility, the electric provider or IPP may make minor changes, as defined by the commission, to the site plan if the changes are within the footprint of the previously approved site plan.

(4) If an energy facility that would otherwise be subject to subsection (2) is located entirely within a city or village, the city or village is exempt from this part as it relates to the energy facility if the city or village is the owner of participating property, is a developer of the facility, or owns an electric utility that will take service from the energy facility.

Sec. 223. (1) An electric provider or independent power producer that, at its option or as required by the commission, proposes to obtain a certificate for and construct an energy facility shall hold a public meeting in each affected local unit. At least 30 days before a meeting, the electric provider or IPP shall notify the clerk of the affected local unit in which a public meeting will be held of the time, date, location, and purpose of the meeting and provide a copy of the site plan as described in section 224 or the address of an internet site where a site plan for the energy facility is available for review. At least 14 days before the meeting, the electric provider or IPP shall publish notice of the meeting in a newspaper of general circulation in the affected local unit or in a comparable digital alternative. The notice shall include a copy of the site plan or the address of an internet site where the site plan is available for review. The commission shall further prescribe the format and content of the notice. For the purposes of this subsection, a public meeting held in a township is considered to be held in each village located within the township.

(2) At least 60 days before a public meeting held under subsection (1), the electric provider or IPP planning to construct an energy facility shall offer in writing to meet with the chief elected official of each affected local unit, or the chief elected official's designee, to discuss the site plan.

(3) If, within 30 days following a meeting described in subsection (2), the chief elected official of each affected local unit notifies the electric provider or IPP planning to construct the energy facility that the affected local unit has a compatible renewable energy ordinance, then the electric provider or IPP shall file for approval with each affected local unit, subject to all of the following:

(a) An application submitted under this subsection shall comply with the requirements of section 225(1), except for section 225(1)(j) and (s). An affected local unit may require other information necessary to determine compliance with the compatible renewable energy ordinance.

(b) A local unit of government with which an application is filed under this subsection shall approve or deny the application within 120 days after receiving the application. The applicant and local unit of government may jointly agree to extend this deadline by up to 120 days.

(c) The electric provider or IPP may submit its application to the commission if any of the following apply:

(i) An affected local unit fails to timely approve or deny an application.

(ii) The application complies with the requirements of section 226(8), but an affected local unit denies the application.

(iii) An affected local unit amends its zoning ordinance after the chief elected official notifies the electric provider or IPP that it has a compatible renewable energy ordinance, and the amendment imposes additional requirements on the development of energy facilities that are more restrictive than those in section 226(8).

(d) An electric provider or IPP that submits an application to the commission pursuant to this subsection is not required to comply with subsection (1) or section 226(1), or the requirement to submit a summary of community outreach and education efforts pursuant to section 225(1)(j).

(4) If a local unit of government approves an application pursuant to subsection (3), construction of the proposed energy facility must begin within 5 years after the date the permit is granted and any challenges to the grant of the permit are concluded. The local unit of government may extend this timeline at the request of the electric provider or IPP without requiring a new application. The local unit shall not revoke a permit issued under subsection (3) except for material noncompliance with the permit by the electric provider or IPP.

(5) If the commission approves an applicant for a certificate submitted under subsection (3)(c), the local unit of government is considered to no longer have a compatible renewable energy ordinance, unless the commission finds that the local unit of government's denial of the application was reasonably related to the applicant's failure to provide information required by subsection (3)(a).

(6) Nothing in this section shall be construed to limit remedies available to an applicant to appeal a denial by a local unit of government under any other law of this State.

Sec. 224. (1) A site plan required under section 223 or 225 shall meet application filing requirements established by commission rule or order to maintain consistency between applications. The site plan shall include the following:

(a) The location and a description of the energy facility.

(b) A description of the anticipated effects of the energy facility on the environment, natural resources, and solid waste disposal capacity, which may include records of consultation with relevant state, tribal, and federal agencies.

(c) Additional information required by commission rule or order that directly relates to the site plan.

(2) When it submits a site plan required under section 223 or 225 to the commission, an electric provider or independent power producer shall, for informational purposes, submit a copy to the clerk of each affected local unit.

Sec. 225. (1) An application for a certificate submitted to the commission under section 222(2) shall contain all of the following:

(a) The complete name, address, and telephone number of the applicant.

(b) The planned date for the start of construction and the expected duration of construction.

(c) A description of the energy facility, including a site plan as described in section 224.

(d) A description of the expected use of the energy facility.

(e) Expected public benefits of the proposed energy facility.

(f) The expected direct impacts of the proposed energy facility on the environment and natural resources and how the applicant intends to address and mitigate these impacts.

(g) Information on the effects of the proposed energy facility on public health and safety.

(h) A description of the portion of the community where the energy facility will be located.

(i) A statement and reasonable evidence that the proposed energy facility will not commence commercial operation until it complies with applicable state and federal environmental laws, including, but not limited to, the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106.

(j) A summary of the community outreach and education efforts undertaken by the electric provider or independent power producer, including a description of the public meetings and meetings with elected officials under section 223.

(k) Evidence of consultation, before submission of the application, with the department of environment, Great Lakes, and energy and other relevant state and federal agencies before submitting the application, including, but not limited to, the department of natural resources and the department of agriculture and rural development.

(l) The soil and economic survey report under section 60303 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.60303, for the county where the proposed energy facility will be located.

(m) Interconnection queue information for the applicable regional transmission organization.

(n) If the proposed site of the energy facility is undeveloped land, a description of feasible alternative developed locations, including, but not limited to, vacant industrial property and brownfields, and an explanation of why they were not chosen.

(o) If the energy facility is reasonably expected to have an impact on television signals, microwave signals, agricultural global position systems, military defense radar, radio reception, or weather and doppler radio, a plan to minimize and mitigate that impact. Information in the plan concerning military defense radar is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246, and shall not be disclosed by the commission or the electric provider or independent power producer except pursuant to court order.

(p) A stormwater assessment and a plan to minimize, mitigate, and repair any drainage impacts at the expense of the electric provider or IPP. The applicant shall make reasonable efforts to consult with the county drain commissioner before submitting the application and shall include evidence of those efforts in its application.

(q) A fire response plan and an emergency response plan.

(r) A decommissioning plan that is consistent with agreements reached between the applicant and other landowners of participating properties and that ensures the return of all participating properties to a useful condition similar to that which existed before construction, including removal of above-surface facilities and infrastructure that have no ongoing purpose. The decommissioning plan shall include, but is not limited to, financial assurance in the form of a bond, a parent company guarantee, or an irrevocable letter of credit, but excluding cash. The amount of the financial assurance shall not be less than the estimated cost of decommissioning the energy facility, after deducting salvage value, as calculated by a third party with expertise in decommissioning, hired by the applicant. However, the financial assurance may be posted in increments as follows:

(i) At least 25% by the start of full commercial operation.

(ii) At least 50% by the start of the fifth year of commercial operation.

(iii) 100% by the start of the tenth year of commercial operation.

(s) Other information reasonably required by the commission.

(2) Within 60 days after receipt of an application, the commission shall determine whether the application is complete. If the commission determines that the application is incomplete, the commission shall advise the applicant in writing of the information necessary to make the application complete. If the commission fails to timely notify the applicant that an application is incomplete, the application is considered to be complete.

Sec. 226. (1) Upon filing an application with the commission, the applicant shall make a 1-time grant to each affected local unit for an amount determined by the commission but not more than \$75,000.00 per affected local unit and not more than \$150,000.00 in total. Each affected local unit shall deposit the grant in a local intervenor compensation fund to be used to cover costs associated with participation in the contested case proceeding on the application for a certificate.

(2) Upon filing an application with the commission, the applicant shall provide notice of the opportunity to comment on the application in a form and manner prescribed by the commission. The notice shall be published in a newspaper of general circulation in each affected local unit or a comparable digital alternative. The notice shall be written in plain, nontechnical, and easily understood terms and shall contain a title that includes the name of the applicant and the words "NOTICE OF INTENT TO CONSTRUCT _____ FACILITY", with the words "WIND ENERGY", "SOLAR ENERGY", or "ENERGY STORAGE", as applicable, entered in the blank space. The commission shall further prescribe the format and contents of the notice.

(3) The commission shall conduct a proceeding on the application for a certificate as a contested case under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328. An affected local unit, participating property owner, or nonparticipating property owner may intervene by right.

(4) The commission may assess reasonable application fees to the applicant to cover the commission's administrative costs in processing the application, including costs for consultants to assist the commission in evaluating issues raised by the application. The commission may retain consultants to assist the commission in evaluating issues raised by the application and may require the applicant to pay the cost of the services.

(5) The commission shall grant the application and issue a certificate or deny the application not later than 1 year after a complete application is filed.

(6) In evaluating the application, the commission shall consider the feasible alternative developed locations described under section 225(1)(n), if applicable, and the impact of the proposed facility on local land use, including the percentage of land within the local unit of government dedicated to energy generation. The commission may condition its grant of the application on the applicant taking additional reasonable action related to the impacts of the proposed energy facility, including, but not limited to, the following:

(a) Establishing and maintaining for the life of the facility vegetative ground cover. This subdivision does not apply to an application for an energy facility that is proposed to be located entirely on brownfield land.

(b) Meeting or exceeding pollinator standards throughout the lifetime of the facility, as established by the "Michigan Pollinator Habitat Planning Scorecard for Solar Sites" developed by the Michigan State University Department of Entomology in effect on the effective date of the amendatory act that added this section or any applicable successor standards approved by the commission as reasonable and consistent with the purposes of this subdivision. Seed mix used to establish pollinator plantings shall not include invasive species as identified by the Midwest Invasive Species Information Network, led by researchers at the Michigan State University Department of Entomology and supporting regional partners. This subdivision does not apply to an application for an energy facility that is proposed to be located entirely on brownfield land.

(c) Providing for community improvements in the affected local unit.

(d) Making a good-faith effort to maintain and provide proper care of the property where the energy facility is proposed to be located during construction and operation of the facility.

(7) The commission shall grant the application and issue a certificate if it determines all of the following:

(a) The public benefits of the proposed energy facility justify its construction. For the purposes of this subdivision, public benefits include, but are not limited to, expected tax revenue paid by the energy facility to local taxing districts, payments to owners of participating property, community benefits agreements, local job creation, and any contributions to meeting identified energy, capacity, reliability, or resource adequacy needs of this state. In determining any contributions to meeting identified energy, capacity, reliability, or resource adequacy needs of this state, the commission may consider approved integrated resource plans under section 6t of 1939 PA 3, MCL 460.6t, renewable energy plans, annual electric provider capacity demonstrations under section 6w of 1939 PA 3, MCL 460.6w, or other proceedings before the commission, at the applicable regional transmission organization, or before the Federal Energy Regulatory Commission, as determined relevant by the commission.

(b) The energy facility complies with the standard in section 1705(2) of the natural resources and environmental protection act, 1994 PA 451, MCL 324.1705.

(c) The applicant has considered and addressed impacts to the environment and natural resources, including, but not limited to, sensitive habitats and waterways, wetlands and floodplains, wildlife corridors, parks, historic and cultural sites, and threatened or endangered species.

(d) The applicant has met the conditions established in section 227.

(e) All of the following apply:

(i) The installation, construction, or construction maintenance of the energy facility will use apprenticeship programs registered and in good standing with the United States Department of Labor under the national apprenticeship act, 29 USC 50 to 50c.

(ii) The workers employed for the construction or construction maintenance of the energy facility will be paid a minimum wage standard not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed as determined under 2023 PA 10, MCL 408.1101 to 408.1126, or 40 USC 3141 to 3148, whichever provides the higher wage and fringe benefit rates.

(iii) To the extent permitted by law, the entities performing the construction or construction maintenance work will enter into a project labor agreement or operate under a collective bargaining agreement for the work to be performed.

(f) The proposed energy facility will not unreasonably diminish farmland, including, but not limited to, prime farmland and, to the extent that evidence of such farmland is available in the evidentiary record, farmland dedicated to the cultivation of specialty crops.

(g) The proposed energy facility does not present an unreasonable threat to public health or safety.

(8) An energy facility meets the requirements of subsection (7)(g) if it will comply with the following standards, as applicable:

(a) For a solar energy facility, all of the following:

(i) The following minimum setback requirements, with setback distances measured from the nearest edge of the perimeter fencing of the facility:

<u>Setback Description</u>	<u>Setback Distance</u>
Occupied community buildings and dwellings on nonparticipating properties	300 feet from the nearest point on the outer wall
Public road right-of-way	50 feet measured from the nearest edge of a public road right-of-way
Nonparticipating parties	50 feet measured from the nearest shared property line

(ii) Fencing for the solar energy facility complies with the latest version of the National Electric Code as of the effective date of the amendatory act that added this section or any applicable successor standard approved by the commission as reasonable and consistent with the purposes of this subsection.

(iii) Solar panel components do not exceed a maximum height of 25 feet above ground when the arrays are at full tilt.

(iv) The solar energy facility does not generate a maximum sound in excess of 55 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute.

(v) The solar energy facility will implement dark sky-friendly lighting solutions.

(vi) The solar energy facility will comply with any more stringent requirements adopted by the commission. Before adopting such requirements, the commission must determine that the requirements are necessary for compliance with state or federal environmental regulations.

(b) For a wind energy facility, all of the following:

(i) The following minimum setback distances, measured from the center of the base of the wind tower:

<u>Setback Description</u>	<u>Setback Distance</u>
Occupied community buildings and residences on nonparticipating properties	2.1 times the maximum blade tip height to the nearest point on the outside wall of the structure
Residences and other structures on participating properties	1.1 times the maximum blade tip height to the nearest point on the outside wall of the structure
Nonparticipating property lines	1.1 times the maximum blade tip height
Public road right-of-way	1.1 times the maximum blade tip height to the center line of the public road right-of-way
Overhead communication and electric transmission, not including utility service lines to individual houses or outbuildings	1.1 times the maximum blade tip height to the center line of the easement containing the overhead line

(ii) Each wind tower is sited such that any occupied community building or nonparticipating residence will not experience more than 30 hours per year of shadow flicker under planned operating conditions as indicated by industry standard computer modeling.

(iii) Each wind tower blade tip does not exceed the height allowed under a Determination of No Hazard to Air Navigation by the Federal Aviation Administration under 14 CFR part 77.

(iv) The wind energy facility does not generate a maximum sound in excess of 55 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute.

(v) The wind energy facility is equipped with a functioning light-mitigating technology. To allow proper conspicuity of a wind turbine at night during construction, a turbine may be lighted with temporary lighting until the permanent lighting configuration, including the light-mitigating technology, is implemented. The commission may grant a temporary exemption from the requirements of this subparagraph if installation of appropriate light-mitigating technology is not feasible. A request for a temporary exemption must be in writing and state all of the following:

- (A) The purpose of the exemption.
- (B) The proposed length of the exemption.
- (C) A description of the light-mitigating technologies submitted to the Federal Aviation Administration.
- (D) The technical or economic reason a light-mitigating technology is not feasible.
- (E) Any other relevant information requested by the commission.

(vi) The wind energy facility meets any standards concerning radar interference, lighting, subject to subparagraph (v), or other relevant issues as determined by the commission.

(vii) The wind energy facility will comply with any more stringent requirements adopted by the commission. Before adopting such requirements, the commission must determine that the requirements are necessary for compliance with state or federal environmental regulations.

(c) For an energy storage facility, all of the following:

(i) The following minimum setback requirements, with setback distances measured from the nearest edge of the perimeter fencing of the facility:

<u>Setback Description</u>	<u>Setback Distance</u>
Occupied community buildings and dwellings on nonparticipating properties	300 feet from the nearest point on the outer wall
Public road right-of-way	50 feet measured from the nearest edge of a public road right-of-way
Nonparticipating parties	50 feet measured from the nearest shared property line

(ii) The energy storage facility complies with the version of NFPA 855 “Standard for the Installation of Stationary Energy Storage Systems” in effect on the effective date of the amendatory act that added this section or any applicable successor standard adopted by the commission as reasonable and consistent with the purposes of this subdivision.

(iii) The energy storage facility does not generate a maximum sound in excess of 55 average hourly decibels as modeled at the nearest outer wall of the nearest dwelling located on an adjacent nonparticipating property. Decibel modeling shall use the A-weighted scale as designed by the American National Standards Institute.

(iv) The energy storage facility will implement dark sky-friendly lighting solutions.

(v) The energy storage facility will comply with any more stringent requirements adopted by the commission. Before adopting such requirements, the commission must determine that the requirements are necessary for compliance with state or federal environmental regulations.

(9) The certificate shall identify the location of the energy facility and its nameplate capacity.

(10) If construction of an energy facility is not commenced within 5 years after the date that a certificate is issued, the certificate is invalid, but the electric provider or IPP may seek a new certificate for the proposed energy facility. If the certificate is appealed in proceedings before the commission or to a court of competent jurisdiction, the running of the 5-year period is tolled from the date of filing the appeal until 60 days after issuance of a final nonappealable decision. The commission may extend the 5-year period at the request of the applicant and upon a showing of good cause without requiring a new contested case proceeding.

Sec. 227. (1) The applicant for a certificate shall enter into a host community agreement with each affected local unit. The host community agreement shall require that, upon commencement of any operation, the energy facility owner must pay the affected local unit \$2,000.00 per megawatt of nameplate capacity located within the affected local unit. The payment shall be used as determined by the affected local unit for police, fire, public safety, or other infrastructure, or for other projects as agreed to by the local unit and the applicant.

(2) If an affected local unit refuses to enter into a host community agreement after good-faith negotiations with the applicant, the applicant may enter into a community benefits agreement with 1 or more community-based organizations within, or that serve residents of, the affected local unit. The amount paid by the applicant under this subsection must be equal to, or greater than, what the applicant would pay to the affected local unit under subsection (1). Community benefits agreements shall prioritize benefits to the community in which the energy facility is to be located. The topics and specific terms of the agreements may vary and may include, but are not limited to, any of the following:

(a) Workforce development, job quality, and job access provisions that include, but are not limited to, any of the following:

(i) Terms of employment, such as wages and benefits, employment status, workplace health and safety, scheduling, and career advancement opportunities.

(ii) Worker recruitment, screening, and hiring strategies and practices, targeted hiring planning and execution, investment in workforce training and education, and worker input and representation in decision making affecting employment and training.

(b) Funding for or providing specific environmental benefits.

(c) Funding for or providing specific community improvements or amenities, such as park and playground equipment, urban greening, enhanced safety crossings, paving roads, and bike paths.

(d) Annual contributions to a nonprofit or community-based organization that awards grants.

(3) A host community agreement or community benefits agreement is legally binding and inures to the benefit of the parties and their successors and assigns. The commission shall enforce this requirement, but not the actual agreements, which are enforceable in a court of competent jurisdiction.

Sec. 227a. Before commencing commercial operations, an applicant shall file a completion report certifying compliance with the requirements of this act and any conditions contained in the commission's certificate.

Sec. 228. (1) Except as otherwise provided in this part, information obtained by the commission under this part is a public record under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

(2) The commission shall issue orders necessary to protect the information in an application for a certificate, or in other documents required by the commission for the purposes of certification, if the commission reasonably finds the information to be confidential. Information that is confidential under a protective order is exempted from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

Sec. 229. A commission order relating to a certificate or other matter provided for under this part is subject to review in the same manner as provided in section 26 of 1909 PA 300, MCL 462.26.

Sec. 230. (1) In administering this part, the commission has only those powers and duties granted to the commission under this part.

(2) The commission may consolidate proceedings under this part with contract approval or other certificate of need cases relating to the same energy facility.

(3) This part shall control in any conflict between this part and any other law of this state. However, the electric transmission line certification act, 1995 PA 30, MCL 460.561 to 460.575, controls in any conflict with this part.

(4) Commission approval of a certificate does not confer the power of eminent domain and is not a determination of public convenience and necessity for the purposes of the power of eminent domain or a condemnation action filed pursuant to the uniform condemnation procedures act, 1980 PA 87, MCL 213.51 to 213.75.

Sec. 231. (1) A local ordinance shall not prohibit or regulate testing activities undertaken by an electric provider or independent power producer for purposes of determining the suitability of a site for the placement of an energy facility.

(2) If a certificate is issued for an energy facility under this part, a zoning ordinance or limitation imposed after the electric provider or IPP submitted the application for the certificate to the commission shall not be construed to limit or impair the construction, operation, or maintenance of the energy facility.

(3) If a certificate is issued, the certificate and this part preempt a local policy, practice, regulation, rule, or other ordinance that prohibits, regulates, or imposes additional or more restrictive requirements than those specified in the commission's certificate.


(4) If a certificate is not issued, all local policies, practices, regulations, rules, or ordinances relating to the siting of energy facilities, including, but not limited to, the local zoning authority's power to grant variances, remain in full force and effect.

(5) Except as provided in this section, this part does not exempt an electric provider or IPP to whom a certificate is issued from obtaining any other permit, license, or permission to engage in the construction or operation of an energy facility that is required by federal law, any other law of this state, including, but not limited to, the natural resources and environmental protection act, 1994 PA 451, MCL 324.101 to 324.90106, any rule promulgated under a law of this state, or a local ordinance.

Sec. 232. Section 5 of 1846 RS 1, MCL 8.5, applies to the amendatory act that added this section.

Enacting section 1. This amendatory act takes effect 1 year after the date it is enacted into law.

Enacting section 2. This amendatory act does not take effect unless Senate Bill No. 588 or House Bill No. 5121 of the 102nd Legislature is enacted into law.


Clerk of the House of Representatives


Secretary of the Senate

Approved _____

Governor

Group launches campaign to overturn Michigan solar siting law | Bridge Michigan

- Democrats passed legislation in November that gives the state power to approve wind and solar projects over local objections
- The law passed along party lines, with Republicans uniformly opposite it
- Opponents of the law hope to ask voters in November to overturn it through a ballot measure

Opponents of a new law that gives the state authority to override local rejections of large wind and solar projects have announced a ballot initiative to challenge the law.

A group called [Citizens for Local Choice](#) said Thursday it is finalizing the language of a proposed ballot petition, aiming to bring the issue before voters in November.

The group is pushing to repeal [Public Act 233](#), which passed narrowly along party lines in November as Democrats sought a way around the bitter local fights that have stalled wind and solar developments in rural communities across the state.

Related:

- [Whitmer signs energy bills to make Michigan use clean energy by 2040](#)
- [Proposed state oversight of solar, wind pits energy needs v. rural rights](#)
- [Wind wars: Wind turbines put green energy on the ballot in mid-Michigan](#)

Critics of the law, including Republican lawmakers and local government advocacy groups, say it tramples over Michigan's tradition of local control over land use. To get an initiative on the November ballot, they must collect 356,958 valid signatures by May 29.

"This is not about whether renewables are appropriate or not," said Roger Johnson, chair of the Deerfield Township Planning Commission in Lenawee County and a member of the ballot committee's leadership team. "It's not whether wind and solar is the answer to issues of global warming. It's about siting. And Michigan's tradition has been that villages, cities, townships...deal with land use."

Public Act 233 passed as part of a broader [suite of energy bills](#) to steer the state more quickly toward renewable energy. It creates a statewide permitting system for large-scale wind, solar and energy storage projects, which previously were vetted by local governments. Instead, the three members of Michigan Public Service Commission, who are appointed by the governor, will have authority to approve or deny projects.

Proponents of the new law, including Democratic lawmakers, environmental and labor groups, called it a necessary step to speed up renewable energy projects amid a worldwide push to stop burning the fossil fuels that are causing climate change.

Rep. Abraham Aiyash, D-Hamtramck, and a key sponsor of the law, pushed back against the notion that rural Michiganders oppose state regulation of wind and solar. Aiyash said his office has heard from hundreds of farmers who support the legislation, saying it will protect their right to decide how to use their land.

"I'd be hard pressed to imagine that there will be a significant chunk of Michiganders that would oppose the state becoming energy independent," Aiyash said.

Johnson said the Citizens for Local Choice committee was spawned from [Our Home, Our Voice](#), a coalition that advocates for local control over issues from short-term rentals to renewable energy and gravel mine permitting. The group's leadership includes Kevon Martis, a Lenawee County commissioner who is also a longtime fellow with the [Energy & Environment Legal Institute](#), a conservative think tank that opposes renewable energy and in the past has engaged in climate denial.

Proposed ballot language would need approval from the Board of State Canvassers before Citizens for Local Choice could start gathering signatures. A spokesperson said the group plans to submit language by Friday. The Board of State Canvassers would then have 30 days to review it.

If the board approves the language, backers have 180 days under the law to collect 356,958 valid signatures from registered voters — fewer if they hope to make the November ballot.

The deadline to get an initiative on this fall's general election ballot is May 29, or 146 days from now. If they can't meet that deadline, group spokesperson Jenell Leonard said, they'll aim for November 2026.

If they succeeded at signature-gathering, the petition would then go to the Legislature, which would have 40 days to adopt the proposal, approve a competing proposal and send both to the November ballot, or take no action, which would send the initiative to the ballot.

Michigan's debate over renewable energy has been highly partisan, with Republican lawmakers uniformly opposing the energy bills Democrats passed in November.

Thursday's announcement drew applause from a host of conservative lawmakers, along with a former Democratic state representative and local public officials in several areas of the state.

"Zoning is, and should remain, a local issue," said Rep. Dave Prestin, a Republican from Cedar River in the Upper Peninsula. "Local governments know their communities better than any unelected Lansing bureaucrat, and they especially know better than the three members of the Michigan Public Service Commission."

Environmentalists condemned the push to overturn the law.

"We must pull together to cut greenhouse gas emissions in all sectors, everywhere," said Christy McGillivray, political and legislative director for the Sierra Club in Michigan.

The opposition campaign, she said, is "a damaging and dangerous waste of time and resources."