

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, October 10, 2022, 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:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of September 26, 2022 MOTION Pg. 25
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. 33
6C. Tower Site License Agreement Pg. 67
6D. Draft Fund Balance Policy Pg. 99
6E. USDA Loan Letters & Street Bond Preliminary Financials Pg. 102
6F. Trunk or Treat Street/Plaza Usage Applications Pg. 122
6G. DDA Draft Plan Link
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. DDA Plan Amendment PUBLIC HEARING
8B. Site License Agreement RESO Pg. 21
8C. Car/Show Trunk or Treat RESO Pg. 22
8D. Appointments RESO Pg. 23
8E. Road and USDA Borrowing DISCUSSION
8F. Fund Balance Policy DISCUSSION
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 24

Next Month Calendar

Downtown Development Authority:	Thursday, October 13, 2022, 6:00 p.m., PDBMB
Fire Board:	Monday, October 16, 2022, 6:00 p.m., Public Safety Building
Park Board:	Tuesday, October 18, 2022, 5:30 p.m. PDBMB
Zoning Board of Appeals:	Wednesday, October 19, 2022, 6:00 p.m., PDBMB
City Council:	Monday, October 24, 2022, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, October 26, 2022, 10:00 a.m., Metro HQ
Planning Commission:	Tuesday, November 1, 2022, 7:00 p.m., PDBMB
City Council	Monday, November 13, 2022, 7:00 p.m., PDBMB

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS
MONDAY, OCTOBER 10, 2022, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **October 10, 2022** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

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

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

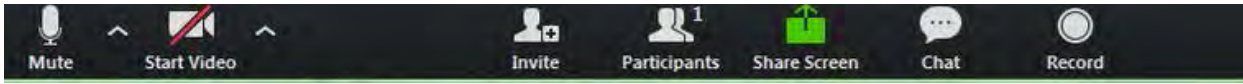
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on “Test Computer Audio.” Once you are satisfied that your audio works, click on “Join audio by computer.”

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

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

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

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



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

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

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

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Swartz Creek City Council Meeting

Time: October 10, 2022 07:00 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 concern, please contact 810-429-2766 or email colger@cityofswartzcreek.org.

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

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

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

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

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

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

MAINTAINING ORDER

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

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

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

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

MOTIONS & RESOLUTIONS

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

PUBLIC ADDRESS OF COUNCIL

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

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

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

VOTING RECORD OF PUBLIC BODIES

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

City of Swartz Creek
CITY MANAGER'S REPORT

Regular Council Meeting of Monday, October 10, 2022 - 6:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: October 5, 2022

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change of Status)*
We only have one pending tax appeal for 2022, and that is O'Reilly's. Our assessor believes we may be able to cooperate with Frankenmuth City on an appraisal and strategy. Frankenmuth uses the same assessor and legal counsel as the city.

- ✓ **STREETS** *(See Individual Category)*
 - ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(Update)*
The Morrish Road project is fully open to traffic and substantially complete. There is a bit more work on the mid-block crossing. This project should be behind us very shortly. Like everything else, we have some supply issues with the final markings and traffic control devices.

I have a meeting with MDOT and the MPO on October 12 to go over the funding agreement for the Miller Road buyout. This is a bit behind schedule on their end. I hope to have an agreement in November, which might make funds available for 2023. The federal award for this project is \$1,054,959 for the \$1.33M project. At 90%, this will be \$949,463 of less restricted road money. If we use these funds to locally bid the project, as we have recently done with Seymour, I expect we can get the project done for under \$949,463.

What is even better, is that the funds that remain, if any, can be spent to expand the project scope as we see fit. This might include some striping or lane change configurations downtown if the city wishes to explore on-street parking on Miller from Morrish to Hayes.

With that said, OHM is working to model some options for this segment and see what we might be able to do with on street parking. Initial findings are looking good.

- ✓ **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.

All street work for 2022 is substantially complete. Road paint has been completed on Bristol, Seymour, and Hill. However, there are still some missing stop bars and specialty markings (approved at the September 12 meeting). Note that Seymour now has a double yellow line centered on the street, with edge lines included to provide for

shoulders on both sides. The lane width is at 10.5'. This should result in traffic calming and provide a safer space for bikers.

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

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

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

✓ **BRIDGE WORK** (*Update*)

I expect this work to be complete by now. It is no surprise that there have been delays. I am seeking an update from the road commission. The previous report follows.

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

The county sent notice that they are seeking late summer construction. I will update the council with the bid results and timeline. The potential for lane closures or detours is unknown, but the project will be brief in duration.

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

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

A large lining program is underway. This will finish up most of downtown and include Miller, from Elms to Morrish. The lining is nearly complete. However, we have experienced some issues. Due to traffic and business interruption concerns, we have approved some 2nd shift work. Though this lasted only a day or two, we did have some complaints. I have responded to those folks that had issues. In addition, we may need to bypass some sections of pipe this year because it appears the manhole access has been paved over at some point. We will need to uncover these manholes and conduct repairs to the surface area.

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

Phase I of the USDA water main work is substantially complete. We have only a few punch list items left to cover, and we are prepared to issue final payment.

The USDA application is complete. We are looking at about \$270,000 in annual loan installments to pay for phase II (see the attached loan documents). No grant funds were included this round. We are working with our financial advisor and bond counsel to formalize a package for the council to review (this will include future street work as well).

This project will help us afford the remainder of the Winchester Village Streets:

Greenleaf
Winshall
Durwood
Norbury
Whitney
Seymour (partial section only)

If we can bid in late 2022 or early 2023, then 2023 and 2024 could see the total completion of all Village water main and streets. Note that water main pipe is reportedly 50 weeks delayed. We are also experiencing a concrete shortage. Such delays could have significant impacts on the complete project timeline, pricing, and applied interest rate. See the new section in the packet related to the borrowing for the USDA Phase II and road projects.

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

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

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

✓ **COMMERCIAL METERS AND TRANSPONDERS** (*Business Item*)

The city council approved the purchase of omni antennas for real-time reading of the city's utility customers. We finally have a draft lease for use of the tower at 4355 Elms Road, which does not include any lease fees. I am having the attorney review this, but we should be able to proceed with approving this instrument at our meeting.

We appear to be delayed on the equipment availability. I will keep the council informed on the timeline for product availability, installation, and use. See the report from August 11, 2022 for details on this program.

✓ **STORM WATER MANAGEMENT (Update)**

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

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

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

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

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

✓ **NEWSLETTER (Update)**

The fall newsletter is on the fast track. I am going to include as many updates as I can fit in regarding our project scheduling for works that are underway, as well as the proposed USDA and street replacements. We will also have our routine winter updates. If you have any content, let me know.

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

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

1. **The Genesee Valley Trail Extension construction is underway and almost done!** We also had a loop installed in Elms Park with left over millings. We may have budget to expand this or add one at Abrams. As of writing the SRTS project appears to be a 2023 project. Concerning the greenbelt, we are proceeding with applying grass anywhere where there is 18" or more of space.
2. **The raceway owner is still considering racing.** The state has more bills in the works. We should know something soon. As a backup plan, the owner will be looking to repurpose the site and cooperate with our master plan process. For now, they have a temporary zoning permit to store surplus vehicles for GM. See details below.

3. The **crews are mobilizing to demolish Mary Crapo**. My understanding is that the school has some unmet playing field or recreational needs, and they may be looking to locate some facilities or courts to this site. While the demolition of the school denies the community a contributing historic structure, I do not see a viable and predictable way to reuse the site.
4. The **school bond** will exceed \$50 million in district wide improvements over two to three years. The improvements so far are very impressive, especially what is occurring at the middle and high schools. The project is now including a new access to Cappy Lane for the high school. The school is also adding a walking path on their high school campus that should be integrated with other pedestrian features. The removal of trees in this area is not without some heartache for adjacent residents.
5. **Street repair in 2022** is nearly complete. The last item for Morrish Road will be the completion of the traffic refuge island. The other streets require striping.
6. The **Apple Creek Station** development of 48 townhomes is on hold due to construction material availability and cost. They continue to seek final review by the county. If there is no change in status by the end of the year, we will remove this from future reports. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~\$1,600 a month) which matches rents in Winchester Village.
7. The **Brewer Condo Project** is proceeding with building construction at this phase. The project includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. Not everyone is a fan, but we believe it will be a positive addition to the downtown in the long run.
8. The next **Springbrook East** phase is under construction. **There appears to be a sale of this project occurring**. Nothing is official yet, but it is likely that there will be a new builder for future phases.
9. The **southwest corner of Elms & Miller** is seeing some increased activity. This is likely due to the consolidation of two more properties at a recent auction, greatly expanding the available footprint.

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

The Genesee Valley Trail Extension construction is underway. GM has wired money to cover the added costs of their reconfiguration and mobilization of the contractor. There has been an obvious delay in construction finalization while GM worked with us and the contractor to modify their driveway (at the expense of GM). At this point, we seek a date to mobilize to finish this work, along with final restoration.

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

There has been a recent issue with some technical requirements for the trail at the rail crossing. Some adjustments may be made. At this point, the city will not be responsible

for these costs, as the non-compliance was caused by other parties. I do not expect this issue to result in additional delays.

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

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

OHM is preparing all documents for final obligation of funds. This should enable us to bid this winter and complete the project in 2023.

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

As of writing, we are still having issues with the Kincaid easement, as verbalized at the September 12 meeting. Our attorney has a solution, but it may take a dozen hours of legal services and about three months of procedural time to complete.

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

Our community needs to find specific projects to exercise a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards a downtown project! I am told that the Otterburn pavilion may qualify! There was also an idea presented at the DDA to crowdfund a dragon statue for downtown. Thoughts?

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

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

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

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

✓ **CDBG** (*No Change of Status*)

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

✓ **GIS MAPS (Update)**

ROWE has completed as much as they can for the GIS mapping and field data for storm basins, hydrants, valves, pipes (water, sewer, and storm). We held a training day with our consultant and DPW staff the last week of September. We should now be able to finish our asset mapping and cataloguing in-house. With any luck, we should be operating a current and effective GIS system in 2023.

✓ **DISC GOLF (No Change of Status)**

We met onsite with the disc golf folks and Glaeser Dawes. We are arranging the final restoration, which should leave us with a usable parking area, grass restoration, and a disc golf course. The disc golf group (Shattered Chains) will continue to work on establishing their course, launch pads, and baskets. As far as I know, all equipment is available.

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

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

✓ **RACEWAY (No Change of Status)**

I met with ownership a few months back. They are looking to proceed with reuse of the site, probably in the industrial realm. The likelihood of thoroughbred racing is very small. There may be a desire to test the waters of the community concerning the acceptance of industrial cannabis operations. We may see a concept plan for reuse this summer.

✓ **PAVILION COMMITMENT (No Change of Status)**

I met with the grant writer again on September 19th. In addition to pursuing a 2023 federal legislative appropriation for this project, she will be seeking a Spark grant from the DNR (ARPA funds that will be available for application this October). To that end, we are having a concept plan put together by Rowe, along with pricing.

I have a meeting with the Farmer family on September 23rd. They are still very much on board with supporting this and raising funds. Previous notes follow.

The city council has committed to installing a pavilion at Otterburn Park, including a commitment of \$20,000. I have reached out to four area builders about the creation of a concept and pricing thereof. A large pavilion with bathrooms and power will run at least \$150,000, plus site work and utilities. We expect this to be much higher now. Site improvements will cost even more.

As noted previously, this project also appears to be eligible for a crowd funding match for a public place enhancement. This is a big deal and can provide up to \$50,000 towards the Otterburn pavilion! This is another wonderful RRC perk.

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

✓ **FIRE DEPARTMENT AGREEMENT (No Change of Status)**

The fire department agreement has been approved by the city. Clayton has yet to approve it, but the supervisor believes it will be approved in the same form. That will take effect on November 1, 2022.

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

I am seeking a quote and statement of work from OHM to look at this issue once the school traffic patterns are settled in and can be reviewed. The previous report follows.

There continues to be an initiative to add a stop sign on Ingalls Street. I am including an opinion from Metro PD on the matter soon. Their report indicates that there are no pressing safety concerns. Keep in mind that all streets and intersections pose a danger. However, their findings do not indicate that the intersection of McLain nor the speeds on Ingalls are noteworthy nor is speed or safety likely to be improved by any reasonable means.

That being said, we continue to pursue an inviting community, including walkable neighborhoods, safe streets, and quiet environments. As such we have been engaging in traffic calming measures and the additional walkways wherever we can. This presents an opportunity. After street resurfacing is completed this summer, we will be striping the streets with standard pavement markings. We believe there are two opportunities to engage in traffic calming by narrowing the road widths using the markings. We believe that marking Seymour Road in this way (instead of the wide north bound lane) and marking Ingalls in this way will help with speeds.

Seymour used to accommodate on street parking, but MDOT disallowed this during the last federal paving job. However, the wide lane remains. Ingalls still offers on street parking, but it is almost never used. If the council is agreeable, we can enact a traffic control order to remove on street parking on Ingalls and remark it. Note that on street parking is not very viable because there are exclusions on overnight parking and parking during school start and stop times.

The image below captures how markings can further define and visually narrow lanes, reducing speeds. Currently, there are no markings on Ingalls, so adding center and edge lines should help. We also have the option to place 'slow' markings in select areas as part of a comprehensive program.

✓ **ECONOMIC DEVELOPMENT PARTNERSHIP** *(No Change of Status)*

One of the areas that I consider a weak spot in our community service offerings is in business attraction and the telling of our story. This includes putting forth a positive community brand that promotes our successes in recreation, downtown, and infrastructure. It also includes marketing of our events, business opportunities, and general economic development offerings.

Our partner in police, building services, and DPW services (Mundy Township) indicates that they are experiencing the same deficiency. This has sparked some conversation with Mundy about the possibility of cooperating to develop a strategy for providing professional economic development services. Initial conversations have uncovered some common ground about the need to operate our TIF districts (DDA and Corridor Improvement Authorities), as well as to provide the services noted above.

At this time, it appears Mundy may proceed with the hiring of a professional staff member or consultant to address this concern. If it is not disagreeable, I think we should entertain the possibility of another joint department or service that allows both entities to benefit from the economies of scale.

✓ **CIVIC PARKING LOT SCOPE CHANGE (Update)**

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

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

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

✓ **FIRE BREATHING APPARATUS PURCHASE (Update)**

The Self-Contained Breathing Apparatus (SCBA) Air-Paks for the Swartz Creek Area Fire Department have been approved. I am not certain when delivery will occur. I will remove this update from future reports unless there are remarkable developments.

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

✓ **MONTHLY REPORTS (Update)**

We have routine departmental reports for review.

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

✓ **PLANNING COMMISSION (Update)**

The October meeting was cancelled due to a lack of business. We have two new members though, which I will look to orient in the next month. The next regular meeting is scheduled for November 1st.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA met on September 8th. The primary reason for meeting was to review the draft DDA plan. This is covered in a separate section of the packet. In short, they recommend proceeding with a public hearing. The next meeting is scheduled for October 13th. However, there is not any specific agenda item, so we cancelled the regular meeting and directed folks to attend our October 10 council meeting for the public hearing on the DDA plan.

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

The ZBA has not been active since March, which included their annual meeting and training. I am hopeful that we can find another training event to tackle during the fall or winter months. I do not like having such a long stretch between meetings, but there simply is not the business to call them together.

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

The Park Board met on September 20th. In addition to the routine reports, they conducted a thorough review of the park rules and an initial review of the park reservation forms. The goal is to make expectations for park use very clear to users and very enforceable to the police/park staff. The ultimate goal is to lessen the impact of users at Elms Park. Use in the past couple years has been very high, with large groups (churches, companies, families, etc.). This has led to undesirably higher prevalence of trash, alcohol consumption, illegal parking, and damage. The board hopes enforceable and clear guidelines, with higher fees/deposits will help. I expect them to have a draft done by October, perhaps November for final review.

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

The Board of Review met on July 19th at 3:00 p.m. The meeting was only for correction of qualified agricultural exemption, taxable value uncapping, the qualified start-up business exemption, the disabled veteran's exemption, and the poverty exemption. The board reviewed 4 petitions.

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

The absentee ballots were all in the mail by October 5th. The testing, proofing, and mailing process took 4 days to complete.

DEPARTMENT OF COMMUNITY SERVICES UPDATE *(Update)*

- ❑ Crews have been working to get the city ready for homecoming.
- ❑ Hydrant winterization and flushing will begin Monday 10/10/2022. This may cause some dirty water events as we work through the city. Flushing is necessary to both test the operation of the hydrant and maintain water quality throughout the water system.
- ❑ This week the emergency sirens were serviced.
- ❑ Cappy Lane lift station will have a service completed on 10/7/2022.
- ❑ We have started to get our large snow plow trucks ready for winter including oil changes, repairs, winter equipment installed on them.

✓ **TREASURER UPDATE** *(Update)*

Water/Sewer bills were mailed September 30th and are due October 24th. Plante Moran audit staff met with the City Manager and Treasurer to review a draft of the financial statements. Routine operations include, but are not limited to, processing payments for tax bills, delinquent personal and qualified real taxes, park reservations, 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.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPOINTMENTS** (*Business Item*)

The council took care of a couple key appointments at the last meeting. We still have a few vacancies. We will see if we can get candidates prior to the meeting.

✓ **FUND BALANCE POLICY** (*Business Item*)

We have had an informal fund balance policy for the better part of a decade. However, in speaking to the bond underwriters, Deanna and I believe a formal policy is in our best interest. As such, Deanna provided a model policy that we can adapt to our needs. She and I have worked to flesh out the core saving and spending thresholds in the document. I am including a draft for the council to consider. In the near future, I will recommend the city adopt a formal policy along these lines that will be included in future budget books.

✓ **USDA AND ROAD BORROWING** (*Business Item*)

I am creating a separate section for the borrowing process that is related to the USDA water main project and the separate, but related, road projects. This will make the process of borrowing more streamlined in our discussions.

The USDA bonding process is very predictable and direct. The revenue bonds are sole sourced through the USDA under their terms, conditions, and established interest rate. However, the public actions of the council must obviously follow established protocols. This includes notice of our intent to borrow and related resolutions and legal instruments of the city council that enable the acquisition of debt.

The road bonds are proposed to take the form of general obligation bonds that are sold in the marketplace at prevailing interest rates. This will require an underwriting process, as well as the standard notice of intent and affirming resolutions/legal instruments.

In both cases, the city has engaged bond council and financial advisors. They will be working with us in the coming months to prepare for the bidding, underwriting, and borrowing of the projects. With that said, there is much uncertainty we must contend with. Part of this uncertainty is related to supply chain issues, which could be severe enough to delay the project a full year and result in radically different lending prices and project timeline management (ductile water main is estimated to be a 50-week lead time project as I write this). This delay comes with its own set of problems in attempting to manage construction costs and contractor availability for the road work that is to coincide with the water main installation.

We also have the obvious concerns with the volatile and increasing interest rates and near-record high inflation. Lastly, since the general obligation bonds are to be supported by the street tax, we have the concern of falling taxable values that could result from a downturn in the real estate market.

Any one of these concerns is enough to cause some restless nights. That we have all of them to contend with makes the likelihood of a predictable project and borrowing period a very dubious proposition, especially for roads. However, the work must be carried out. With that said, I am including some financials from our financial advisor. He has worked our scenarios for borrowing using certain assumptions. These include a 1% taxable value increase on an annual basis, conservative (higher than anticipated) construction costs, and conservative (higher than current) interest rates.

With these assumptions, we have some models for how the city could finance road work for the Winchester Village streets (excluding Cappy and Don Shenk), which is estimated to total \$4.9 million. There is also an expanded option that includes an additional \$1.5 million for rehabilitation of the streets in Winchester Woods. In short, things look very tight, but doable. I will go over these in a discussion with the council at our meeting. In the near future, the council will be asked to release a notice of intent to borrow funds (for water and streets). To do so, we must have a realistic ceiling on how much to borrow. This discussion will take us in that direction.

✓ **FIBER INSTALLATION (Update)**

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

We engaged their team this week on the permitting process and expectations. 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.

✓ **TRUNK OR TREAT PUBLIC SPACE USE APPLICATION (Update)**

The Swartz Creek Chamber of Commerce proposes to host a trunk or treat in downtown this year. They propose to use Holland Square and Holland Drive, from noon to 3:00 p.m. on Sunday, October 30th. Given our experience with downtown trunk or treating, this should be easy enough to accommodate. They are not seeking to close Miller, so it should be more manageable. I have sent this to the chief to review. I do not see any issues with approving the request. A resolution is included.

✓ **DDA PLAN AMENDMENT PUBLIC HEARING (Update)**

The DDA plan amendment public hearing is scheduled for this meeting. The DDA has been working on this for many months as a follow-up with the city's master plan that the city council approved. The council set the date for the public hearing back in September, and the plan has been made available to all taxing jurisdictions and the public. I am including a link again. See prior reports and DDA packets for details on the plan process.

✓ **FISCAL YEAR 2022 AUDIT (Update)**

I expect to have the audit presented at the October 24th meeting. This is earlier than usual. We do expect another unmodified opinion, which is good. Preliminary findings indicate an accurate budgeting estimate, with slight savings in most funds on the year.

Council Questions, Inquiries, Requests, Comments, and Notes

Ember Arrestor: A resident has an issue with his neighbor's fire pit creating smoke and embers. Open recreational fires are allowed in the city. He recommends that the city be more restrictive on recreational fires by requiring an ember arrestor, which will also limit fire sizes.

DNR Forestry Grant: We are seeking about \$10,000 in grant funds to help kickstart forestry plantings at Abrams Park.

Water Issues: Genesee County was flushing hydrants on the evening of October 5th. We were unaware of the maintenance, and it did create turbidity and pressure fluctuations in the city. We inspected a number of residences with water quality complaints to ensure the water was still potable, which it was.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, October 10, 2022, 7:00 P.M.**

Motion No. 221010-4A **MINUTES – SEPTEMBER 26, 2022**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, September 26, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 221010-5A **AGENDA APPROVAL**

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of October 10, 2022, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 221010-6A **CITY MANAGER’S REPORT**

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of October 10, 2022, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 221010-8B **RESOLUTION TO APPROVE A SITE LICENSE
AGREEMENT TO INSTALL AND OPERATE WIRELESS
UTILITY METER READING EQUIPMENT**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains water distribution and sewer collection systems; and

WHEREAS, the City is pursuing technological improvements to enable make real time reading of such meters practical, providing for leak detection, immediate final reads, and efficient quarterly billing; and

WHEREAS, the equipment will be installed on the city water tower and on a private tower on city property located at 4355 Elms Road; and

WHEREAS, the owner of said tower has reviewed the city’s equipment and use parameters and has permitted said use, conditioned upon a site license agreement.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek approves the site license agreement as included in the October 10, 2022 city council packet and further authorizes and directs the Mayor to execute said license on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 221010-8C1 RESOLUTION TO APPROVE THE SWARTZ CREEK AREA CHAMBER OF COMMERCE TRUNK OR TREAT GENERAL STREET & PROPERTY USE PERMITS

I Move the City of Swartz Creek approve and authorize the Swartz Creek Area Chamber of Commerce’s application for street closing and City property use permits for the following locations:

- 1. 5012 Holland Drive
- 2. Holland between Miller and Ingalls

Street and City property use subject to the following stipulations:

- 1. Insurance certificate naming the City as insured in the amount not less than \$1,000,000.00 (One-Million Dollars)
- 2. Sufficient number of portable bathrooms placed and located, and litter control program in accordance and under the approval of Director of Community Services.
- 3. Approval by the Chief of Police. Traffic control and pedestrian safety plan in accordance with and under the approval of office of Chief of Police.

Resolution No. 221010-8C2 SWARTZ CREEK CHAMBER, HOLLAND SQUARE USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Area Chamber of Commerce, Inc’s application for use of Holland Square from 11:30am to 3:30pm on Sunday, October 30, 2022 under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city's event and public plaza usage procedures

Resolution No. 221010-8C3 SWARTZ CREEK CHAMBER, STREET USAGE PERMIT

I Move the Swartz Creek City Council approve and authorize the Swartz Creek Area Chamber of Commerce, Inc's application for street closing / usage permit for Holland Drive, from 11:30am to 3:30pm on Sunday, October 30, 2022 under the following stipulations:

1. Insurance certificate naming the City as an additional insured party in the amount not less than \$1,000,000.00 (One Million Dollars).
2. General approval, and under the direction and control of the Office of the Chief of Police.
3. Adherence to the city's street closure and usage procedures.

Resolution No. 221010-8D RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Motion by Councilmember: _____

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

WHEREAS, there exist vacancies in such positions; and

WHEREAS, said appointments are a Mayoral appointments, subject to affirmation of the City Council.

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

#221010-8C1 MAYOR APPOINTMENT: _____
 ZBA Alternate
 Remainder of Three year term, expiring June 30, 2025

#221010-8C2 MAYOR APPOINTMENT: _____
 Genesee County Metropolitan Alliance
 Remainder of two year term, expiring November 22, 2022

#221010-8C3 MAYOR APPOINTMENT: _____
 Downtown Development Authority
 Remainder of four year term, expiring March 31, 2026

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Motion No. 221010-11A

ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of October 10, 2022.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 09/26/2022**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Director of Public & Community Services Rob Bincsik.

Others Present: Lania Rocha, Fire Chief Plumb, Rob Merinsky, M. McLanahan, Mark Branoff, Vickie Sturgess, Metro PD Chief Bade.

Others Virtually Attended: None.

APPROVAL OF MINUTES

Resolution No. 220926-01

(Carried)

Motion by Councilmember Florence
Second by Councilmember Cramer

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday September 12, 2022, to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 220926-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of September 26, 2022, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 220926-03

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of September 26, 2022, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

RESOLUTION TO APPORTION FUNDS FOR THE PURCHASE OF BREATHING APPARATUS BY THE SWARTZ CREEK AREA FIRE DEPARTMENT

Resolution No. 220926-04

(Carried)

Motion by Mayor Pro Tem Hicks
Second by Councilmember Cramer

WHEREAS, the city operates a joint fire department with Clayton Township and such department has a board that functions in accordance with the terms and conditions set in the interlocal agreement as approved pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et al; and

WHEREAS, the board has analyzed the need for replacement of their air packs in consultation with Clayton Township and the City of Swartz Creek; and

WHEREAS, the department tested, rated, and quoted equipment to replace their existing air packs from Municipal Emergency Services for the price of \$255,371, with a city share of \$127,685.50; and

WHEREAS, the equipment need has been planned for and budgeted by both participating municipalities; and

WHEREAS, the city has been presented with the equipment needs of the fire department and concurs with the findings and recommendation of the fire board.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek, conditioned upon equal participation of the Clayton Township Board, hereby approves payment to the Swartz Creek Area Fire Department in the amount of \$127,685.50 towards the purchase of SCBA gear as quoted by MES on September 13, 2022.

BE IT FURTHER RESOLVED, the payment for the apparatus shall be appropriated from the Fire Equipment Fund 402 upon invoice from the SCAFD.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO PURCHASE ROAD SALT

Resolution No. 220926-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

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

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

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

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

WHEREAS, the GCRC negotiated a salt price for the coming winter, with year over year increase, with Detroit Salt Company of 12841 Sanders St., Detroit, at a unit

cost of \$69.90 per ton, and a cooperative purchasing invitation has been extended to the City from the Genesee County Road Commission on April 5, 2022; and

WHEREAS, the City finds the per-ton cost of \$69.90 to be extremely competitive.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council accepts the Genesee County Road Commission's cooperative purchasing agreement and appropriate an amount not to exceed \$76,890, plus 10% contingency, for the purchase of rock salt from the Detroit Salt Company, expenses to be distributed proportionate to use at the direction of the City's Treasurer.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE A PROFESSIONAL SERVICE AGREEMENT TO STUDY THE POTENTIAL FOR PARKING ON MILLER ROAD, FROM MORRISH TO HAYES

Resolution No. 220926-06

(Carried)

Motion by Councilmember Pinkston
Second by Councilmember Henry

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

WHEREAS, Miller Road is due to receive funding to resurface the segment between Morrish and N. Seymour between 2023 and 2025; and

WHEREAS, the City, with its partner DDA, desires to calm traffic and add parking in the downtown area to make the area more walkable; and

WHEREAS, on street parking on select blocks of Miller Road may be an option to safely reduce traffic speeds and noise, while increasing business parking.

NOW, THERFORE, the City of Swartz Creek City Council hereby approves the proposal for engineering services agreement dated September 13, 2022 to model, analyze, and provide traffic options for Miller Road, Morrish to Hayes, as it relates to on street parking.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE COMMISSION APPOINTMENTS

Resolution No. 220926-07

(Carried)

Motion by Councilmember Florence
Second by Councilmember Henry

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 officers 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 a vacancies in such positions; and

WHEREAS, said appointments are a Mayoral appointments, subject to affirmation of the City Council.

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

- | | | |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| #220926-8C1 | <u>MAYOR APPOINTMENT:</u>
Planning Commission
Remainder of Three year term, expiring June 30, 2024 | Mark Branoff |
| #220926-8C2 | <u>MAYOR APPOINTMENT:</u>
Planning Commission
Three year term, expiring June 30, 2025 | Vickie Sturgess |
| #220926-8C3 | <u>MAYOR APPOINTMENT:</u>
Genesee County Metropolitan Alliance
Remainder of two year term, expiring November 22, 2022 | _____ |
| #220926-8C4 | <u>MAYOR APPOINTMENT:</u>
Park Board
Three year term, expiring June 30, 2025 | Krystle Lynch |
| #220926-8C5 | <u>MAYOR APPOINTMENT:</u>
Downtown Development Authority
Remainder of four year term, expiring March 31, 2026 | _____ |

Discussion Ensued.

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

A RESOLUTION TO APPROVE BIDS FOR SNOW AND ICE REMOVAL FROM CITY PARKING AREAS AND SIDEWALKS

Resolution No. 220926-08

(Carried)

Motion by Councilmember Henry
Second by Councilmember Florence

WHEREAS, the City of Swartz Creek sought sealed bids for the removal of snow and ice from city-owned properties, with an emphasis on parking areas, for services to be provided through April 2025; and

WHEREAS, Ace Outdoor Services was found to be the responsible low bidder out of two submitted bids.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek accept the low bid of \$674.00 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to Ace Outdoor Services, LLC of Grand Blanc, Michigan, for a period ending April 30, 2025, with the stipulation that Ace Outdoor Services, LLC enter into a contractor’s agreement with the City.

WHEREAS, the City of Swartz Creek sought sealed bids for the removal of snow and ice from city-owned properties, with an emphasis on parking areas, for services to be provided through April 2025; and

WHEREAS, Ace Outdoor Services was found to be the responsible low bidder out of two submitted bids.

NOW, THEREFORE, BE IT RESOLVED, the City of Swartz Creek accept the low bid of \$674.00 per “push”, for snow removal as per the specifications set forth in the bid package, and award the work to Ace Outdoor Services, LLC of Grand Blanc, Michigan, for a period ending April 30, 2025, with the stipulation that Ace Outdoor Services, LLC enter into a contractor’s agreement with the City.

Discussion Ensued.

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

RESOLUTION TO APPROVE CRACK SEALING BIDS FOR CITY STREETS

Resolution No. 220926-09

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

WHEREAS, the city's streets are in need of surface treatments as part of the recognized need to apply proper asset management practices to infrastructure assets; and

WHEREAS, one of the fundamental and affordable forms of surface treatment is overband crack sealing, which is generally applied to those street segments that are not in need of more intensive forms of rehabilitation; and

WHEREAS, the city has been seeking unit cost quotes from multiple vendors for the past months and has received its first response in the last week to apply such treatment to Elms Road; and

WHEREAS, there is not much time remaining in this construction season for the application of the emulsification; and

WHEREAS, Ordinance 2-402(a)(2) allows for approval of works and services without sealed bids if the council finds that, "Due to circumstances beyond the control of the city, the market for such product, material or service is not competitive even though such product, material or service is normally competitive in nature"; and.

WHEREAS, Asphalt Management Inc., submitted a price of \$0.75 per linear foot for the application of crack filler (\$0.70 for projects over 40,000 linear feet).

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the quote for preventative maintenance services from Asphalt Management Inc as a unit cost proposal, said services to be performed on Elms Road, as well as Bristol (Miller to Elms) and other streets, within the confines of the established maintenance budgets.

BE IT FURTHER RESOLVED the City of Swartz Creek directs the City Manager to execute a standard contractor agreement with the bidder and further directs the Treasurer to appropriate funds from the general fund, local street fund, and major street fund as appropriate.

Discussion Ensued.

YES: Hicks, Krueger, Pinkston, Henry, Cramer, Florence.

NO: Gilbert. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

M. McLanahan 5070 McLain St., while walking her granddaughter to a football game on a Saturday morning a car almost hit them while walking across the street. She would like something to be done. She knows studies are being done but something needs to be done. She suggests more police presence and tickets wrote.

Mark Branoff 7216 ParkRidge Pkwy., would like a crosswalk at entrance of Park Ridge subdivision and he has concerns about the speeding in the subdivision.

REMARKS BY COUNCILMEMBERS:

Councilmember Gilbert thanked everyone for their thoughts during his wife's passing.

Mayor Pro Tem Hicks asked Mr. Zettel to put something in the next newsletter about pedestrians having right of way.

Councilmember Cramer reminded everyone of the October 1st fundraiser for Officer Storms at 1-7pm at the American Legion. The September 18th fundraiser for Officer Storms at Jan's raised \$5000.

Councilmember Henry isn't sure what to do with the speeding on Ingalls and he hopes the studies done help. He reminded everyone of Jeepers Creeker, October 8th, lots of stuff going on.

Councilmember Florence sees lots of hiring signs and still we are having issues with companies not having enough employees.

Mayor Krueger thanked everyone for attending the meeting and thanks to the 2 new appointees.

ADJOURNMENT

Resolution No. 220926-08

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 8:33 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 09/01/2022 - 09/30/2022

Highlighted amount is total for that vendor				
Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
09/08/2022	51176	ADAM ZETTEL	REIMB FOR LODGING AT TAMC CONFERENCE	105.44
09/08/2022	51177	BARBARA R DURHAM	ELMS PARK DEPOSIT REFUND 8/21/22 #4	100.00
09/08/2022	51178	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	62.00
09/08/2022	51179	BRIAN MOSHER	ELMS PARK DEPOSIT REFUND 8/28/22 #1	100.00
09/08/2022	51180	BURRITO BROS	FACADE GRANT REIMB	5,725.00
09/08/2022	51181	CHRISTINE CLARK	ELMS PARK CANCEL 9/5/22	150.00
09/08/2022	51182	COFFIELD OIL COMPANY INC	REC CR #5	105.02
09/08/2022	51183	COMCAST BUSINESS	MONTHLY INVOICE 8/29-9/28/22	227.62
09/08/2022	51184	CONNIE OLGER	BANK MILEAGE CONNIE OLGER AUGUST 2022	4.88
09/08/2022	51185	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 7/29-8/28/22	38.04
09/08/2022	51186	CONSUMERS ENERGY	8095 CIVIC DR 7/29-8/28/22	577.55
09/08/2022	51187	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 7/29-8/	43.95
09/08/2022	51188	CONSUMERS ENERGY	9099 MILLER RD 7/29-8/28/22	33.84
09/08/2022	51189	CONSUMERS ENERGY	5361 WINSHALL DR 8369 7/29-8/28/22	31.62
09/08/2022	51190	CONSUMERS ENERGY	5257 WINSHALL DR 7/29-8/28/22	30.79
09/08/2022	51191	CONSUMERS ENERGY	8083 CIVIC DR 7/29-8/28/22	554.24
09/08/2022	51192	CONSUMERS ENERGY	8499 MILLER RD 7/29-8/28/22	31.48
09/08/2022	51193	CONSUMERS ENERGY	8059 FORTINO DR 7/29-8/28/22	60.83
09/08/2022	51194	CONSUMERS ENERGY	4510 MORRISH RD 7/29-8/26/22	38.61
09/08/2022	51195	CONSUMERS ENERGY	5121 MORRISH RD 7/29-8/28/22	301.67
09/08/2022	51196	CONSUMERS ENERGY	8011 MILLER RD 7/29-8/28/22	29.27
09/08/2022	51197	CONSUMERS ENERGY	8100 CIVIC DR 8/1-8/29/22	847.52
09/08/2022	51198	CONSUMERS ENERGY	8301 CAPPY LN 8/1-8/29/22	233.84
09/08/2022	51199	CONSUMERS ENERGY	4125 ELMS RD 4353 8/2-8/30/22	55.71
09/08/2022	51200	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 8/2-8/30/22	36.48
09/08/2022	51201	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 8/2-8/30/22	122.44
09/08/2022	51202	CONSUMERS ENERGY	4524 MORRISH RD 8/1-8/31/22	48.91
09/08/2022	51203	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 8/1-8/	32.28
09/08/2022	51204	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 8/1-8/31/22	452.48
09/08/2022	51205	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 8/1-8/31/22	29.78
09/08/2022	51206	CYNTHIA MARTIN	ELMS PARK DEPOSIT REFUND 8/21/22 #2	100.00
09/08/2022	51207	DARLENE BAKER	ELMS PARK DEPOSIT REFUND 8/20/22 #3	100.00
09/08/2022	51208	DEANNA KORTH	BANK MILEAGE DEANNA KORTH AUGUST 2022	78.00
09/08/2022	51209	DIANA PINES	ELMS PARK DEPOSIT REFUND 9/3/22 #2	100.00
09/08/2022	51210	DIXON ENGINEERING INC	MAINTENANCE INSPECTION	3,600.00
09/08/2022	51211	DLZ MICHIGAN INC	PROFESSIONAL SERVICES FOR MS4 COMPLIANCE	455.00
09/08/2022	51212	DLZ MICHIGAN INC	PROFESSIONAL SERVICES FOR MS4 COMPLIANCE	806.00
09/08/2022	51213	DLZ MICHIGAN INC	SEWER FATS, OILS, AND GREASE PROGRAM SER	2,707.50
09/08/2022	51214	DORNBOS SIGN & SAFETY INC	SIGNS	1,816.84
09/08/2022	51215	E. FAYE TYLER	ELMS PARK CANCEL 9/2/22	100.00
09/08/2022	51216	ELIZEBETHANNE NELSON	ABRAMS PARK REFUND DEPOSIT 9/4/22 #1	100.00
09/08/2022	51217	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,126.55
09/08/2022	51218	FAMILY FARM AND HOME INC	AUGUST 2022 INVOICES	92.09
09/08/2022	51219	FERGUSON WATERWORKS #3386	LF 3/4 CTS COMP X MTR ANG BV LW WIRELESS UTILITY MTR COLLECTORS & INSTAL	554.00 7,101.50
				7,655.50
09/08/2022	51220	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	6.25
09/08/2022	51221	FLINT WELDING SUPPLY	COMPRESSED OXYGEN/ACETYLENE	48.85
09/08/2022	51222	GENESEEE CTY DRAIN COMMISSIONER	NPDES PHASE II 7/1/22-9/30/22	1,941.32
09/08/2022	51223	GILL ROYS HARDWARE	AUGUST 2022 INVOICES LESS DISCOUNT	297.22
09/08/2022	51224	GREAT LAKES SMOOTHIE	FACADE GRANT REIMB	2,500.00
09/08/2022	51225	HODGES SUPPLY COMPANY	SLOAN STOP KIT	29.51
09/08/2022	51226	HYDRO DESIGNS INC	EXPANDED CROSS CONNECTION PROGRAM FEB 20 EXPANDED CROSS CONNECTION PROGRAM FEB 20	9,144.00 897.00
				10,041.00
09/08/2022	51227	INA STORE INC	GASKET/SENDER/SCREW	460.10

09/08/2022	51228	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL 8/30-9/26/22	422.50
09/08/2022	51229	JERRY VALENTINE	ELMS PARK DEPOSIT REFUND 9/3/22 #3	100.00
09/08/2022	51230	JERRY'S MANUFACTURED HOME REMOVAL	OVERPMT FOR PERMIT PP220010	130.00
09/08/2022	51231	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,210.00
09/08/2022	51232	JOYCE WALTERS	ABRAMS PARK DEPOSIT REFUND 8/20/22 #2	100.00
09/08/2022	51233	JUSTIN HUMPHRIES	FACADE GRANT REIMB	1,250.00
09/08/2022	51234	KCI	ESTIMATED UB POSTAGE OCT 2022 BILLS	960.05
09/08/2022	51235	LINDA STEELE	ELMS PARK DEPOSIT REFUND 8/20/22 #1	100.00
09/08/2022	51236	LYNN BURKLEY	DECALS FOR #822	120.00
09/08/2022	51237	MACQUEEN EQUIPMENT LLC	CASTER ASSY/GUTTER BROOM	615.44
09/08/2022	51238	METRO POLICE AUTH OF GENESEE COUNTY	ORDINANCE FEES JULY 2022	501.60
09/08/2022	51239	MICHIGAN PIPE AND VALVE	FLG PACK ZINC (8)/CURB BOX KEY (2)	225.97
			RETURN CURB BOX KEY GAVIN (3)	(197.31)
				28.66
09/08/2022	51240	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 8/24/22	186.00
09/08/2022	51241	MONICA CALDWELL	ELMS PARK DEPOSIT REFUND 8/20/22 #2	100.00
09/08/2022	51242	MORE LIFE TABERNACLE	ELMS PARK DEPOSIT REFUND 9/5/22 #2	100.00
09/08/2022	51243	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	348.00
09/08/2022	51244	PLANTE & MORAN PLLC	SINGLE AUIT/FINANCIAL AUDIT FY2022	33,705.00
09/08/2022	51245	RAYMON BIRCHMEIER	PORTA JOHN RENTAL 4150 ELMS PARK 8/26-8/	250.00
09/08/2022	51246	REDA HAIRSTON	ELMS PARK DEPOSIT REFUND 9/4/22 #4	100.00
09/08/2022	51247	ROBERT LENOIR	ELMS PARK DEPOSIT REFUND 9/4/22 #2	100.00
09/08/2022	51248	SHAITEANNA TAYLOR	ELMS PARK DEPOSIT REFUND 8/28/22 #4	100.00
09/08/2022	51249	SHARMAINE MCBRIDE	ELMS PARK DEPOSIT REFUND D9/3/22 #4	100.00
09/08/2022	51250	SHARON BELLINGER	ELMS PARK DEPOSIT REFUND 8/21/22 #1	100.00
09/08/2022	51251	SHELIA THOMAS	ELMS PARK DEPOSIT REFUND 9/3/22 #1	100.00
09/08/2022	51252	SIGNS BY CRANNIE INC.	SHUMAKER BICENTENNIALL PARK SIGN	475.80
09/08/2022	51253	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JULY 2022	2,450.00
09/08/2022	51254	STAPLES	CANON MP27DII (2)	213.98
			COPY PAPER (4)/TONER CARTRIDGE	324.38
			CREDIT FOR CANON CALCULATOR	(40.93)
				497.43
09/08/2022	51255	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	143.00
09/08/2022	51256	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	48.00
09/08/2022	51257	SUBURBAN AUTO SUPPLY	OIL FILTER	3.99
			MAX POWER CAR WASH	9.99
			GREASE	20.99
			4"EXH CLAMP (2)	13.98
				48.95
09/08/2022	51258	SWARTZ CREEK AREA FIRE DEPT.	UTILITY VEHICLE	32,000.00
09/08/2022	51259	TINA HOLLAND AND STEPHEN D'ANGELO	ELMS PARK DEPOSIT REFUND 8/28/22 #2	100.00
09/08/2022	51260	VEHICLE ACCESSORIES	TOOL BOX/GRIP STEP/BRACKET KIT/INSTALL	2,231.99
09/08/2022	51261	VERMEER OF MICHIGAN	BLADE SHARPENING	84.74
09/08/2022	51262	VERNON OUTDOOR EQUIP SMALL ENGINE	FLEXIBLE TUBE/SWIVEL TUBE/NOZZLE TUBE/SP	99.38
09/08/2022	51263	YOLANDA HARRISON	ELMS PARK DEPOSIT REFUND 9/5/22 #4	100.00
09/22/2022	51264	AL JAYNES	CANCEL ELMS PARK 9/18/22 #3	100.00
09/22/2022	51265	ATC TOWER SERVICES LLC	WIRELESS TECHNOLOGY INSTALLATION	750.00
09/22/2022	51266	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	120.00
09/22/2022	51267	BRADYS BUSINESS SYSTEMS	COPY MACHINE MAINTENANCE AGREEMENT	1,301.53
09/22/2022	51268	CANDACE WICKHAM	ELMS PARK DEPOSIT REFUND 9/17/22 #3	100.00
09/22/2022	51269	CELIA FREEMAN	ELMS PARK DEPOSIT REFUND 9/10/22 #2	100.00
09/22/2022	51270	COMMUNITY IMAGE BUILDERS	MASTER PLAN UPDATE	2,641.00
09/22/2022	51271	CONSUMERS ENERGY	STREET LIGHTS 1294 7/1-7/31/22	4,712.13
			STREET LIGHTS 1294 8/1-8/31/22	4,690.46
				9,402.59
09/22/2022	51272	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	2,963.88
09/22/2022	51273	CORELOGIC TAX SERVICE	2022 SU TAX REFUND OVR PMT 58-01-502-106	1,765.26
09/22/2022	51274	CORELOGIC TAX SERVICE	2022 SU TAX REFUND OVR PMT 58-02-530-039	1,097.43

09/22/2022	51275	CORI BIGELOW	ELMS PARK DEPOSIT REFUND 9/10/22 #4	100.00
09/22/2022	51276	DELTA DENTAL PLAN	RETIREE DENTAL OCTOBER 2022 (5)	365.96
09/22/2022	51277	DENISE GANTZ	ELMS PARK DEPOSIT REFUND 9/10/22 #1	100.00
09/22/2022	51278	DOVER & COMPANY	DOOR REPAIR AT PUBLIC SAFETY BLDG	1,083.00
09/22/2022	51279	GENESEE COUNTY TREASURER	CNTY SHARE SALE 58-35-576-049 8002 MILLE	642.72
09/22/2022	51280	GENESEE CTY DRAIN COMMISSIONER	WATER 7/27-8/31/22 2,365,228 CF	147,500.61
09/22/2022	51281	GFL ENVIRONMENTAL USA INC	FY23 GARBAGE/RECYCLING/YARD WASTE AUGUST	24,843.00
09/22/2022	51282	HC RYAN & COMPANY LLC	A/P CHECK QTY 2000	285.95
09/22/2022	51283	INTEGRITY BUSINESS SOLUTIONS	GARBAGE BAGS 4 BOXES	298.52
			KITCHEN TOWELS (2 CT)	73.98
				372.50
09/22/2022	51284	JAY'S SEPTIC TANK SERVICE	PORT-A-JON RENTAL 8/30-9/26/22 ABRAMS	260.00
			PORT-A-JON RENTAL 8/26-9/22/22 ELMS PARK	120.00
				380.00
09/22/2022	51285	JOSE A MIRELES	MOW & TRIM CITY PROPERTIES	1,210.00
			MOW & TRIM CITY PROPERTIES/OTHER (1)	1,260.00
				2,470.00
09/22/2022	51286	KLEE MFG & DIST	FLAGS (2)	208.50
09/22/2022	51287	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES SEPTEMBER 2022	2,536.74
09/22/2022	51288	LERETA	2022 SU TAX REFUND OVR PMT 58-36-651-221	2,968.20
09/22/2022	51289	M & M PAVEMENT MARKING	ROAD STRIPING AMOUNT OF PO	8,155.50
			ROAD STRIPING/AMOUNT NPO ADD 6" SOLID WH	508.88
				8,664.38
09/22/2022	51290	MICHIGAN LUMBER CO	LUMBER	52.07
09/22/2022	51291	MOLLY MAID OF METAMORA LLC	CLEANING CITY HALL 9/2/22	186.00
			CLEANING CITY HALL 9/16/22	186.00
				372.00
09/22/2022	51292	OHM ADVISORS	MORRISH ROAD CE	2,928.73
09/22/2022	51293	OHM ADVISORS	WINCHESTER VILLAGE AND WINCHESTER WOODS	7,167.00
09/22/2022	51294	OHM ADVISORS	DYE TO ELMS TRAIL	2,153.25
09/22/2022	51295	OHM ADVISORS	DYE TO ELMS TRAIL/GM DRIVE	2,812.50
09/22/2022	51296	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK	1,148.00
			WATER SAMPLES WO SWARTZ CREEK	722.00
				1,870.00
09/22/2022	51297	PATRICIA DONALD	ELMS PARK DEPOSIT REFUND 9/11/22 #4	100.00
09/22/2022	51298	PRINTING SYSTEMS	PRECINCT KITS	155.94
			QVF MASTERCARDS	44.93
				200.87
09/22/2022	51299	PRO COMM INC	LIGHTS AND INSTALLATION	1,220.00
09/22/2022	51300	ROWE PROFESSIONAL SERVICES CO	PARK PLAN	815.00
09/22/2022	51301	SECURITY CREDIT UNION	SUMMER 2022 TAX OVERPAYMENT 58-02-502-03	40.00
09/22/2022	51302	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE AUGUST 2022	2,674.00
09/22/2022	51303	SPRINGBROOK COLONY CONDO ASSOC	REIMB FOR TREE REMOVAL/PLANTING	161.00
09/22/2022	51304	STATE OF MICHIGAN DEPT TRANS	GENESEE VALLEY TRAIL	59,853.28
09/22/2022	51305	SUBURBAN AUTO SUPPLY	4"EXT CLAMP	6.99
09/22/2022	51306	SUPER FLITE OIL CO INC	FUEL - DPW AUGUST 2022	1,428.82
09/22/2022	51307	SUPERIOR PLUMBING & CONSTRUCT. INC	REPLACED WATER HEATER AT SR CENTER	900.00
09/22/2022	51308	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICES AUGUST 2022	3,693.89
09/22/2022	51309	SWARTZ CREEK AREA FIRE DEPT.	FIRE & EMS SERVICES AUGUST 2022	3,212.35
09/22/2022	51310	TRACY CONWAY	ELMS PARK DEPOSIT REFUND 9/17/22 #1	100.00
09/22/2022	51311	TRANSNATION TITLE AGENCY	SUMMER 2022 TAX OVERPAYMENT 58-36-300-00	120.42

09/22/2022	51312	VERIZON WIRELESS	MONTHLY INVOICE 8/2/22-9/1/22	537.67
09/22/2022	51313	VICKY DONALD-GARRETT	ELMS PARK DEPOSIT REFUND 9/18/22 #1	100.00
09/22/2022	51314	WANITA KORNEGAY	ELMS PARK DEPOSIT REFUND 9/17/22 #2	100.00
09/22/2022	51315	ZACH BRINKS	ELMS PARK DEPOSIT REFUND 9/11/22 #1	100.00
09/22/2022	7(E)	BLUE CROSS BLUE SHIELD OF MICHIGAN	RETIREE HEALTHCARE CLOLINGER OCTOBER 202	1,835.88
09/22/2022	8(E)	UNUM LIFE INSURANCE	RETIREE LIFE OCT. 2022 (4)	44.25
09/27/2022	51316	CHASE CARD SERVICES	CIGARETTE BUTT RECEPTACLE/SR CTR	74.95
			DUES KORTH 10/1-9/30/22	170.00
			NAILS/SCREWS/POST CLAMP FOR SHUMAKER PAR	42.29
			VIRTUAL CONFERENCE N. HENRY	285.00
			VIRTUAL CONFERENCE ZETTEL	285.00
			MRWA TRAINING SANDFORD MILFORD	320.00
			MRWA TRAINING BOSAS	320.00
			EGLT TRAINING BOSAS	70.00
			EGLT TRAINING SANDFORD	70.00
			GIFT CARDS/WATER	219.76
			GIFT CARDS/WATER	219.76
			GIFT CARDS/WATER	219.76
			ZOOM	31.78
				2,328.30
09/27/2022	51317	COMCAST BUSINESS	CITY HALL MONTHLY INVOICE 9/26-10/25/22	242.80
09/27/2022	51318	FERGUSON WATERWORKS #3386	1 MACH10 CF (7)	1,879.71
			MACH 10 CF (6)	4,811.20
				6,690.91
09/27/2022	51319	FIDELITY SECURITY LIFE INSUR/EYEMED	RETIREE VISION OCTOBER 2022	34.84
09/27/2022	51320	GEN CTY ROAD COMMISSION	SIGNAL MILLER @ FAIRCHILD	3.54
			I-69 WB OFF RAMP @ MORRISH RD	35.14
			S-MTCE & OPERATIONS AUGUST 2022	1,792.67
				1,831.35
09/27/2022	51321	GREGORY R CRUTHERS	ANNUAL WEBSITE MAINT. 1 YEAR	500.00
09/27/2022	51322	LAFONTAINE FORD OF FLUSHING	BULB 2019 FORD F250	5.99
09/27/2022	51323	MICHIGAN PIPE AND VALVE	METER GASKET KIT (12)/GASKET (30)/MARKIN	311.00
09/27/2022	51324	MID STATES BOLT AND SCREW CO	15X3 WASH HD FOR SALT SHED	74.51
09/27/2022	51325	MIKEL LEAVITT	REIMB FOR CLD/GENESYS	163.00
09/27/2022	51326	MLIVE MEDIA GROUP	PUBLIC HEARING 10/10/22 UPDATES TO DDA	282.58
09/27/2022	51327	SPAULDING MFG INC	2 TON PATCHER TRAILER	21,975.00
09/27/2022	51328	STAPLES	SOAP/WINDEX DISINFCT CLNR	83.02
09/27/2022	51329	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	96.00
09/27/2022	51330	WINS ELECTRICAL SUPPLY CO INC	LIGHTING FOR SR CENTER	36.39
GEN TOTALS:				
Total of 157 Checks:				465,598.47
Less 0 Void Checks:				0.00
Total of 157 Disbursements:				465,598.47

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
Pickup 4WD	1-20, 7-15,3-08, 2-08, 10-						
4100000001	Gardner, Rodney E	591-542.000-941.000		09/02/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	226-782.000-941.000		09/05/2022	1.00	12.34	12.34
4100000001	Gardner, Rodney E	591-540.000-941.000		09/06/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	591-542.000-941.000		09/06/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	591-540.000-941.000		09/07/2022	8.00	12.34	98.72
4100000001	Gardner, Rodney E	591-540.000-941.000		09/08/2022	8.00	12.34	98.72
4100000001	Gardner, Rodney E	101-780.000-941.000		09/09/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	591-540.000-941.000		09/09/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	226-782.000-941.000		09/10/2022	1.00	12.34	12.34
4100000001	Gardner, Rodney E	226-783.000-941.000		09/10/2022	1.00	12.34	12.34
4100000001	Gardner, Rodney E	226-782.000-941.000		09/11/2022	1.00	12.34	12.34
4100000001	Gardner, Rodney E	226-783.000-941.000		09/11/2022	1.00	12.34	12.34
4100000001	Gardner, Rodney E	101-780.000-941.000		09/15/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	226-530.000-941.000		09/15/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	101-783.000-941.000		09/16/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	101-794.000-941.000		09/16/2022	2.00	12.34	24.68
4100000001	Gardner, Rodney E	202-463.000-941.000		09/19/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	202-463.000-941.000		09/20/2022	4.00	12.34	49.36
4100000001	Gardner, Rodney E	591-540.000-941.000		09/21/2022	6.00	12.34	74.04
4100000001	Gardner, Rodney E	591-540.000-941.000		09/22/2022	6.00	12.34	74.04
4100000001	Gardner, Rodney E	591-542.000-941.000		09/22/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-345.000-941.000		08/29/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-783.000-941.000		08/29/2022	2.00	12.34	24.68
4100000004	Wright, David L	202-463.000-941.000		08/29/2022	4.00	12.34	49.36
4100000004	Wright, David L	101-783.000-941.000		08/30/2022	2.00	12.34	24.68
4100000004	Wright, David L	202-463.000-941.000		08/30/2022	4.00	12.34	49.36
4100000004	Wright, David L	591-540.000-941.000		08/30/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-783.000-941.000		08/31/2022	2.00	12.34	24.68
4100000004	Wright, David L	591-540.000-941.000		08/31/2022	4.00	12.34	49.36
4100000004	Wright, David L	591-540.000-941.000		09/01/2022	2.00	12.34	24.68
4100000004	Wright, David L	590-536.000-941.000		09/02/2022	2.00	12.34	24.68
4100000004	Wright, David L	591-540.000-941.000		09/02/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-782.000-941.000		09/03/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/03/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-782.000-941.000		09/04/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/04/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-780.500-941.000		09/06/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-530.000-941.000		09/06/2022	4.00	12.34	49.36
4100000004	Wright, David L	226-782.000-941.000		09/06/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/06/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-265.000-941.000		09/07/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-345.000-941.000		09/07/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-790.000-941.000		09/07/2022	1.00	12.34	12.34

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000004	Wright, David L	203-474.000-941.000		09/07/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-780.500-941.000		09/08/2022	1.00	12.34	12.34
4100000004	Wright, David L	203-463.000-941.000		09/08/2022	2.00	12.34	24.68
4100000004	Wright, David L	226-782.000-941.000		09/08/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/08/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-783.000-941.000		09/09/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-790.000-941.000		09/09/2022	1.00	12.34	12.34
4100000004	Wright, David L	202-463.000-941.000		09/09/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-782.000-941.000		09/09/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/09/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-790.000-941.000		09/19/2022	2.00	12.34	24.68
4100000004	Wright, David L	226-528.000-941.000		09/19/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-265.000-941.000		09/20/2022	2.00	12.34	24.68
4100000004	Wright, David L	101-790.000-941.000		09/20/2022	3.00	12.34	37.02
4100000004	Wright, David L	226-782.000-941.000		09/20/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/20/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-780.500-941.000		09/21/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-790.000-941.000		09/21/2022	1.50	12.34	18.51
4100000004	Wright, David L	226-782.000-941.000		09/21/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/21/2022	1.00	12.34	12.34
4100000004	Wright, David L	591-540.000-941.000		09/21/2022	1.00	12.34	12.34
4100000004	Wright, David L	101-794.000-941.000		09/22/2022	2.00	12.34	24.68
4100000004	Wright, David L	203-463.000-941.000		09/22/2022	3.00	12.34	37.02
4100000004	Wright, David L	226-782.000-941.000		09/22/2022	1.00	12.34	12.34
4100000004	Wright, David L	226-783.000-941.000		09/22/2022	1.00	12.34	12.34
4100000004	Wright, David L	590-536.000-941.000		09/23/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	226-782.000-941.000		08/27/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		08/27/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-782.000-941.000		08/28/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		08/28/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	591-540.000-941.000		08/29/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	101-780.500-941.000		08/30/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-782.000-941.000		08/30/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	226-783.000-941.000		08/30/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	101-780.500-941.000		08/31/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	203-474.000-941.000		08/31/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	591-540.000-941.000		08/31/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	101-783.000-941.000		09/01/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	226-782.000-941.000		09/02/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	226-783.000-941.000		09/02/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	591-540.000-941.000		09/06/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	202-463.000-941.000		09/07/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	590-537.000-941.000		09/09/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	101-783.000-941.000		09/12/2022	3.00	12.34	37.02

Equipment Usage Detail Report
 From: 08/27/2022 To: 09/23/2022

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4100000005	Sandford, Jay E	591-540.000-941.000		09/12/2022	5.00	12.34	61.70
4100000005	Sandford, Jay E	202-463.000-941.000		09/13/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	202-463.000-941.000		09/14/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	591-540.000-941.000		09/14/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	101-780.500-941.000		09/16/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-782.000-941.000		09/16/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		09/16/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	591-540.000-941.000		09/16/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	226-782.000-941.000		09/17/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		09/17/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-782.000-941.000		09/18/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		09/18/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	101-780.500-941.000		09/19/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-782.000-941.000		09/19/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		09/19/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	591-540.000-941.000		09/19/2022	5.00	12.34	61.70
4100000005	Sandford, Jay E	591-540.000-941.000		09/20/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	591-540.000-941.000		09/21/2022	8.00	12.34	98.72
4100000005	Sandford, Jay E	101-265.000-941.000		09/22/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	101-783.000-941.000		09/22/2022	2.00	12.34	24.68
4100000005	Sandford, Jay E	591-540.000-941.000		09/22/2022	4.00	12.34	49.36
4100000005	Sandford, Jay E	101-780.500-941.000		09/23/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	101-794.000-941.000		09/23/2022	3.00	12.34	37.02
4100000005	Sandford, Jay E	226-782.000-941.000		09/23/2022	1.00	12.34	12.34
4100000005	Sandford, Jay E	226-783.000-941.000		09/23/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	226-782.000-941.000		08/28/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	226-783.000-941.000		08/28/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	101-794.000-941.000		08/29/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	591-542.000-941.000		08/29/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	226-782.000-941.000		08/30/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	226-783.000-941.000		08/30/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-542.000-941.000		08/30/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	202-474.000-941.000		08/31/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	203-463.000-941.000		08/31/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	591-540.000-941.000		08/31/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	203-474.000-941.000		09/01/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	202-463.000-941.000		09/02/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/02/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/06/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	101-780.000-941.000		09/07/2022	6.00	12.34	74.04
4400000009	Bosas, Rebecca M	101-783.000-941.000		09/08/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/08/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	591-542.000-941.000		09/08/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/09/2022	3.00	12.34	37.02

Equipment ID	Description						Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
4400000009	Bosas, Rebecca M	101-265.000-941.000		09/12/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/12/2022	7.00	12.34	86.38
4400000009	Bosas, Rebecca M	101-265.000-941.000		09/13/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	101-345.000-941.000		09/13/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	202-463.000-941.000		09/13/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	203-463.000-941.000		09/13/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/13/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	101-345.000-941.000		09/14/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	202-463.000-941.000		09/14/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	202-474.000-941.000		09/14/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/14/2022	4.00	12.34	49.36
4400000009	Bosas, Rebecca M	101-265.000-941.000		09/16/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	202-463.000-941.000		09/16/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	202-474.000-941.000		09/16/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	226-530.000-941.000		09/16/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/16/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	101-790.000-941.000		09/19/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-542.000-941.000		09/19/2022	6.00	12.34	74.04
4400000009	Bosas, Rebecca M	590-536.000-941.000		09/20/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-542.000-941.000		09/20/2022	6.00	12.34	74.04
4400000009	Bosas, Rebecca M	591-542.000-941.000		09/21/2022	8.00	12.34	98.72
4400000009	Bosas, Rebecca M	101-794.000-941.000		09/22/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	590-536.000-941.000		09/22/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/22/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-542.000-941.000		09/22/2022	3.00	12.34	37.02
4400000009	Bosas, Rebecca M	101-794.000-941.000		09/23/2022	1.00	12.34	12.34
4400000009	Bosas, Rebecca M	591-540.000-941.000		09/23/2022	2.00	12.34	24.68
4400000009	Bosas, Rebecca M	591-542.000-941.000		09/23/2022	2.00	12.34	24.68
Equipment Totals					381.50	4,707.71	
Front Blade	Front Blade/Plow - used on						
Pickup 2WD	6-16 2WD						
4400000018	Leavitt, Mikel D	101-780.500-941.000		08/29/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		08/29/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		08/29/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		08/31/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		08/31/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	101-780.500-941.000		09/01/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/01/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/01/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/07/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/07/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	203-463.000-941.000		09/08/2022	2.00	11.12	22.24

Equipment ID	Description	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
Employee ID	Name						
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/09/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/09/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	101-780.500-941.000		09/12/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/12/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/12/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/13/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/13/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	101-780.500-941.000		09/14/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/14/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/14/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-782.000-941.000		09/15/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	226-783.000-941.000		09/15/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	590-536.000-941.000		09/16/2022	2.00	11.12	22.24
4400000018	Leavitt, Mikel D	591-542.000-941.000		09/19/2022	8.00	11.12	88.96
4400000018	Leavitt, Mikel D	101-794.000-941.000		09/20/2022	1.00	11.12	11.12
4400000018	Leavitt, Mikel D	591-542.000-941.000		09/20/2022	7.00	11.12	77.84
4400000018	Leavitt, Mikel D	591-542.000-941.000		09/21/2022	8.00	11.12	88.96
4400000018	Leavitt, Mikel D	101-794.000-941.000		09/23/2022	2.00	11.12	22.24
Equipment Totals					52.00		578.24
Backhoe	Backhoe						
4100000001	Gardner, Rodney E	591-540.000-941.000		09/16/2022	2.00	60.49	120.98
4100000004	Wright, David L	101-783.000-941.000		09/01/2022	1.00	60.49	60.49
4100000004	Wright, David L	203-463.000-941.000		09/01/2022	1.00	60.49	60.49
4100000004	Wright, David L	202-474.000-941.000		09/09/2022	2.00	60.49	120.98
4100000004	Wright, David L	101-794.000-941.000		09/23/2022	2.00	60.49	120.98
4400000009	Bosas, Rebecca M	101-780.000-941.000		09/15/2022	1.00	60.49	60.49
Equipment Totals					9.00		544.41
Breaker	Breaker - used on backhoe						
Bucket Truck	No. 06-99						
Bucket	Bucket - used with Bucket						
4100000001	Gardner, Rodney E	202-474.000-941.000		09/16/2022	2.00	6.03	12.06
Equipment Totals					2.00		12.06
Brush Hog	NO. 9-02						
Dump	Dump Truck 1-22, 11, 12-02,						
4100000004	Wright, David L	226-530.000-941.000		09/07/2022	4.00	55.53	222.12
4100000005	Sandford, Jay E	226-530.000-941.000		09/06/2022	5.00	55.53	277.65
4100000005	Sandford, Jay E	226-530.000-941.000		09/15/2022	8.00	55.53	444.24
Equipment Totals					17.00		744.01

Equipment ID Employee ID	Description Name	GL Number	Activity Code	Date	Hours	Rate	Approx Cost
UnderbodyScrapr	Underbody Scraper used w/						
Hopper/Salt Box	Hopper/Salt Box use w/ dump						
Sweeper	Sweeper						
4100000001	Gardner, Rodney E	203-463.000-941.000		08/29/2022	4.00	100.65	402.60
4100000001	Gardner, Rodney E	203-463.000-941.000		08/30/2022	8.00	100.65	805.20
4100000001	Gardner, Rodney E	203-463.000-941.000		08/31/2022	8.00	100.65	805.20
4100000001	Gardner, Rodney E	203-463.000-941.000		09/01/2022	8.00	100.65	805.20
4100000001	Gardner, Rodney E	203-463.000-941.000		09/21/2022	4.00	100.65	402.60
Equipment Totals					32.00		3,220.80
Vacuum Cleaner	Sweeper - used with Street						
Tractor	Tractor						
Woodchipper	Woodchipper						
4100000004	Wright, David L	226-530.000-941.000		09/07/2022	4.00	32.83	131.32
4100000005	Sandford, Jay E	226-530.000-941.000		09/06/2022	5.00	32.83	164.15
4100000005	Sandford, Jay E	226-530.000-941.000		09/15/2022	8.00	32.83	262.64
4400000009	Bosas, Rebecca M	226-530.000-941.000		09/16/2022	1.00	32.83	32.83
4400000018	Leavitt, Mikel D	226-530.000-941.000		09/07/2022	6.00	32.83	196.98
4400000018	Leavitt, Mikel D	226-530.000-941.000		09/16/2022	1.00	32.83	32.83
Equipment Totals					25.00		820.75
Material Heater	Material Heater						
Kubota	Kubota #5-18						
4100000001	Gardner, Rodney E	202-463.000-941.000		09/14/2022	4.00	13.38	53.52
4100000004	Wright, David L	101-794.000-941.000		09/01/2022	4.00	13.38	53.52
4100000004	Wright, David L	101-794.000-941.000		09/02/2022	4.00	13.38	53.52
4100000004	Wright, David L	101-794.000-941.000		09/08/2022	3.00	13.38	40.14
4100000004	Wright, David L	101-794.000-941.000		09/19/2022	4.00	13.38	53.52
4100000005	Sandford, Jay E	101-794.000-941.000		09/13/2022	4.00	13.38	53.52
4400000009	Bosas, Rebecca M	101-794.000-941.000		09/09/2022	3.00	13.38	40.14
4400000009	Bosas, Rebecca M	101-794.000-941.000		09/23/2022	3.00	13.38	40.14
4400000018	Leavitt, Mikel D	202-463.000-941.000		08/31/2022	3.00	13.38	40.14
4400000018	Leavitt, Mikel D	202-463.000-941.000		09/06/2022	3.00	13.38	40.14
4400000018	Leavitt, Mikel D	202-463.000-941.000		09/15/2022	4.00	13.38	53.52
4400000018	Leavitt, Mikel D	202-463.000-941.000		09/16/2022	3.00	13.38	40.14
Equipment Totals					42.00		561.96
Arrow	Arrow						
Trailer	Trailer						

Equipment ID	Description						Approx
Employee ID	Name	GL Number	Activity Code	Date	Hours	Rate	Cost
440000009	Bosas, Rebecca M	101-794.000-941.000		09/23/2022	1.00	0.00	0.00
Equipment Totals					1.00		0.00

Grand Totals							
Equipment:				19	561.50		11,389.94
Materials:				0	0.00		0.00
Totals:				19			11,389.94

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
Hours for Week Beginning: 08/27/2022						
08/29/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
08/29/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
08/30/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
08/31/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
09/01/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
09/02/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/02/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
Total For Employee: 4100000001					40.00	0.00
08/29/2022	4100000004	Wright, David L	REG	401	2.00	0.00
08/29/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- mowing				
08/29/2022	4100000004	Wright, David L	REG	401	2.00	0.00
08/30/2022	4100000004	Wright, David L	REG	401	2.00	0.00
08/30/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- mowing				
08/30/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- water shut offs and turn on				
08/31/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- repaired sink and toilet				
08/31/2022	4100000004	Wright, David L	REG	401	4.00	0.00
08/31/2022	4100000004	Wright, David L	VAC	401	2.00	0.00
09/01/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- removed broken telephone poles				
09/01/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- watered flowers				
09/01/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- cold patched				
09/01/2022	4100000004	Wright, David L	REG	401	2.00	0.00
09/02/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- watered flowers				
09/02/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- stakings				
09/02/2022	4100000004	Wright, David L	REG	401	2.00	0.00
		- checked sewers				
09/02/2022	4100000004	Wright, David L	REG	401	1.00	0.00
Total For Employee: 4100000004					40.00	0.00
08/27/2022	4100000005	Sandford, Jay E	15X	401	0.00	1.00
		- open park				
08/27/2022	4100000005	Sandford, Jay E	15X	401	0.00	1.00
		- open park				
08/28/2022	City Council Packet	Sandford, Jay E	2X	401 44	0.00	1.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- open park						
08/28/2022	4100000005	Sandford, Jay E	2X	401	0.00	1.00
- open park						
08/29/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
08/29/2022	4100000005	Sandford, Jay E	PERS	401	4.00	0.00
08/30/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
08/30/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
08/30/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
08/30/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
08/31/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
08/31/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
08/31/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
08/31/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
09/01/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
09/01/2022	4100000005	Sandford, Jay E	REG	401	6.00	0.00
09/02/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
09/02/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
09/02/2022	4100000005	Sandford, Jay E	PERS	401	4.00	0.00
----- Total For Employee: 4100000005					40.00	4.00
08/28/2022	4400000009	Bosas, Rebecca M	2X	401	0.00	1.00
- Opened parks (from August 21st)						
08/28/2022	4400000009	Bosas, Rebecca M	2X	401	0.00	1.00
- Opened parks (from August 21st)						
08/29/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Verify water turn offsFinal reads						
08/29/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Put back Art in the Park stage, signs, tables, electric panel, cones, etc						
08/30/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Clean bathrooms and garbage						
08/30/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Clean bathrooms and garbage						
08/30/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
08/30/2022	4400000009	Bosas, Rebecca M	VAC	401	1.00	0.00
08/31/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Replace pedestrian sign hit on Miller/Hayesput temporary sign up near school						
08/31/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Weed whack, blow off, spray weeds						
08/31/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
09/01/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Dig hole, prep pole for Dragon Drive/Cappy						
09/01/2022	4400000009	Bosas, Rebecca M	VAC	401	6.00	0.00
09/02/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
09/02/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
09/02/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
09/02/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Hydrant valve check				
09/02/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
		- Fold up/store tarps - slip and slide, etc				

Total For Employee: 4400000009					40.00	2.00
08/29/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
08/30/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
08/31/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/01/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/02/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00

Total For Employee: 4400000016					40.00	0.00
08/29/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
08/29/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
08/29/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
08/29/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
08/29/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
08/30/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
08/30/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
08/30/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
08/30/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
08/30/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
08/31/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
08/31/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
08/31/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/01/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/02/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/02/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00
09/02/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00

Total For Employee: 4400000018					40.00	0.00
Hours for Week Beginning: 09/03/2022						

09/05/2022	4100000001	Gardner, Rodney E	2X	401	0.00	1.00
		- garbage				
09/05/2022	4100000001	Gardner, Rodney E	2X	401	0.00	1.00
		- garbage				
09/05/2022	City Council Packet	Gardner, Rodney E	HOL	401 46	8.00	0.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
09/06/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/06/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/07/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
09/08/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
09/09/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/09/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
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Total For Employee: 4100000001					40.00	2.00
09/03/2022	4100000004	Wright, David L	15X	401	0.00	1.00
		- dumped trash and opened restrooms				
09/03/2022	4100000004	Wright, David L	15X	401	0.00	1.00
		- dumped trash and opened restrooms				
09/04/2022	4100000004	Wright, David L	2X	401	0.00	1.00
		- dumped trash opened bathrooms				
09/04/2022	4100000004	Wright, David L	2X	401	0.00	1.00
		- dumped trash opened bathrooms				
09/05/2022	4100000004	Wright, David L	HOL	401	8.00	0.00
09/06/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- chipped brush				
09/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
09/06/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/07/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- washing out air conditioners				
09/07/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- street sign on fairchild				
09/07/2022	4100000004	Wright, David L	REG	401	4.00	0.00
		- chipped brush				
09/07/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- washing out air conditioners				
09/07/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- washed out air conditioners				
09/08/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		- watered flowers				
09/08/2022	4100000004	Wright, David L	REG	401	2.00	0.00
09/08/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/08/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/08/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- dumped trash				
09/09/2022	4100000004	Wright, David L	REG	401	1.00	0.00
		- raked chips in playscape				
09/09/2022	4100000004	Wright, David L	REG	401	1.00	0.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- dumped trash and vaccumed						
09/09/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- repaired yard by new crosswalk on morrish						
09/09/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- put up new double arrow on miller road and posts						
09/09/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/09/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/09/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
09/09/2022	4100000004	Wright, David L	REG	401	0.50	0.00
- dumped trash						
-----					-----	-----
Total For Employee: 4100000004					40.00	4.00
09/05/2022	4100000005	Sandford, Jay E	HOL	401	8.00	0.00
09/06/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00
09/06/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
09/07/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
09/08/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
09/09/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00
09/09/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
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Total For Employee: 4100000005					40.00	0.00
09/05/2022	4400000009	Bosas, Rebecca M	HOL	401	8.00	0.00
09/06/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
09/06/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
- Verify hydrant valve operable Lead/copper sample bottle drop offs						
09/07/2022	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00
09/07/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
- Bicentennial Park - gardening and maintenance						
09/07/2022	4400000009	Bosas, Rebecca M	VAC	401	1.50	0.00
09/08/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
- Lead/Copper bottle pick up etc						
09/08/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
09/08/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- PAC meter installWork order - water turn off/on						
09/09/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00
- Lead and Copper ReportingEtc						
09/09/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
- Water Flowers, get kubota ready for weekend						
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Total For Employee: 4400000009					40.00	0.00
09/05/2022	4400000016	Bincsik, Robert J	HOL	202	8.00	0.00
09/06/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/07/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/08/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
09/09/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00

Total For Employee: 4400000016					40.00	0.00
09/05/2022	4400000018	Leavitt, Mikel D	HOL	401	8.00	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/06/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/07/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
09/07/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/07/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/08/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/08/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/09/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00

Total For Employee: 4400000018					40.00	0.00
Hours for Week Beginning: 09/10/2022						

09/10/2022	4100000001	Gardner, Rodney E	15X	401	0.00	1.00
		- garbage				
09/10/2022	4100000001	Gardner, Rodney E	15X	401	0.00	1.00
		- garbage				
09/11/2022	4100000001	Gardner, Rodney E	2X	401	0.00	1.00
		- garbage				
09/11/2022	4100000001	Gardner, Rodney E	2X	401	0.00	1.00
		- garbage				
09/12/2022	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00
09/13/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
09/14/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/14/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/15/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/15/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/16/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
09/16/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
09/16/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
09/16/2022	City Council Packet	Gardner, Rodney E	REG	401 49	2.00	0.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours	
Total For Employee: 4100000001					40.00	4.00	
09/12/2022	4100000004	Wright, David L	VAC	401	8.00	0.00	
09/13/2022	4100000004	Wright, David L	VAC	401	8.00	0.00	
09/14/2022	4100000004	Wright, David L	VAC	401	8.00	0.00	
09/15/2022	4100000004	Wright, David L	VAC	401	8.00	0.00	
09/16/2022	4100000004	Wright, David L	VAC	401	8.00	0.00	
----- Total For Employee: 4100000004					40.00	0.00	
09/12/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00	
09/12/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00	
09/13/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00	
09/13/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00	
09/14/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00	
09/14/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00	
09/15/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00	
09/16/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00	
09/16/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00	
09/16/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00	
09/16/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00	
----- Total For Employee: 4100000005					40.00	0.00	
09/12/2022	4400000009	Bosas, Rebecca M	REG	401	7.00	0.00	
		- Pick up remainder Lead/Copper Samples, finish paperwork, take to labHydrant flushing WQP					
09/12/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Civic Drive flags - replace (Klee's)					
09/13/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00	
		- Pull weeds					
09/13/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Weed violation checks					
09/13/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Tree check ROWPick up branches in ROW					
09/13/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00	
		- Check inventory, order gaskets, etcHydrant flushing checkssampling prep					
09/13/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Call IT Wright - email issues					
09/14/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Get keys made for election room/ps door					
09/14/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Pick up truck from Lights appt					
09/14/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Traffic signs replacement					
09/14/2022	4400000009	Bosas, Rebecca M	REG	401	5.00	0.00	
		- Water samplesHydrant flush turn offs/clean upMisc					
09/15/2022	4400000009	Bosas, Rebecca M	REG	401 50	5.00	0.00	

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours	
09/15/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00	
		- Bicentennial Park - Install new Shumaker sign, etcRemove old					
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00	
		- Garbage					
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	0.50	0.00	
		- Garbage					
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Assist dead deer pick up - MillerPick up trash in road on Miller					
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- Metro police sign Morrish across from Meijer					
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00	
		- Curb box, creek autoMiss dig staking					
09/16/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00	
		- GarbageVacuum shredder mess					

Total For Employee: 4400000009					40.00	0.00	
09/12/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00	
09/13/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00	
09/14/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00	
09/15/2022	4400000016	Bincsik, Robert J	VAC_MNGR	202	8.00	0.00	
09/16/2022	4400000016	Bincsik, Robert J	VAC_MNGR	202	8.00	0.00	

Total For Employee: 4400000016					40.00	0.00	
09/12/2022	4400000018	Leavitt, Mikel D	REG	401	0.50	0.00	
09/12/2022	4400000018	Leavitt, Mikel D	REG	401	1.50	0.00	
09/12/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00	
09/12/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/12/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/12/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/13/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00	
09/13/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00	
09/13/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/13/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/14/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00	
09/14/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00	
09/14/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/14/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/14/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/15/2022	4400000018	Leavitt, Mikel D	REG	401	4.00	0.00	
09/15/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00	
09/15/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/15/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	
09/16/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00	
09/16/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00	

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
09/16/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/16/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00

Total For Employee: 4400000018					40.00	0.00

Hours for Week Beginning: 09/17/2022						

09/19/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/19/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/20/2022	4100000001	Gardner, Rodney E	REG	401	8.00	0.00
09/21/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/21/2022	4100000001	Gardner, Rodney E	REG	401	4.00	0.00
09/21/2022	4100000001	Gardner, Rodney E	15X	401	0.00	2.00
- main break						
09/22/2022	4100000001	Gardner, Rodney E	REG	401	6.00	0.00
09/22/2022	4100000001	Gardner, Rodney E	REG	401	2.00	0.00
09/23/2022	4100000001	Gardner, Rodney E	VAC	401	8.00	0.00

Total For Employee: 4100000001					40.00	2.00

09/19/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- checking lights and water heater at senior center						
09/19/2022	4100000004	Wright, David L	REG	401	4.00	0.00
- watered flowers						
09/19/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- dumped trash downtown area						
09/20/2022	4100000004	Wright, David L	REG	401	3.00	0.00
- replaced light bulbs and went to flint for bulb						
09/20/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/20/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/20/2022	4100000004	Wright, David L	REG	401	0.50	0.00
09/20/2022	4100000004	Wright, David L	REG	401	0.50	0.00
09/20/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- pulled weeds in parking lot						
09/21/2022	4100000004	Wright, David L	REG	401	1.50	0.00
- adjusted door closer						
09/21/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- staking						
09/21/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/21/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/21/2022	4100000004	Wright, David L	REG	401	0.50	0.00
09/21/2022	4100000004	Wright, David L	REG	401	1.00	0.00
- dumped trash						
09/21/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- went to flint welding tried charging batterys in #12-04 dumptruck						
09/22/2022	4100000004	Wright, David L	REG	401	2.00	0.00
- City Council Packet						

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
09/22/2022	4100000004	Wright, David L	REG	401	3.00	0.00
		- trimmed trees and replaced sewer manhole lid				
09/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/22/2022	4100000004	Wright, David L	REG	401	1.00	0.00
09/23/2022	4100000004	Wright, David L	REG	401	2.00	0.00
09/23/2022	4100000004	Wright, David L	REG	401	4.00	0.00
09/23/2022	4100000004	Wright, David L	REG	401	2.00	0.00
-----					40.00	0.00
Total For Employee: 4100000004						
09/17/2022	4100000005	Sandford, Jay E	15X	401	0.00	1.00
		- open park				
09/17/2022	4100000005	Sandford, Jay E	15X	401	0.00	1.00
		- open park				
09/18/2022	4100000005	Sandford, Jay E	2X	401	0.00	1.00
		- open park				
09/18/2022	4100000005	Sandford, Jay E	2X	401	0.00	1.00
		- open park				
09/19/2022	4100000005	Sandford, Jay E	REG	401	5.00	0.00
09/19/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
09/19/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
09/19/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
09/20/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
09/21/2022	4100000005	Sandford, Jay E	REG	401	8.00	0.00
09/22/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
09/22/2022	4100000005	Sandford, Jay E	REG	401	4.00	0.00
09/22/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
09/23/2022	4100000005	Sandford, Jay E	REG	401	3.00	0.00
09/23/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
09/23/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
09/23/2022	4100000005	Sandford, Jay E	REG	401	1.00	0.00
09/23/2022	4100000005	Sandford, Jay E	REG	401	2.00	0.00
-----					40.00	4.00
Total For Employee: 4100000005						
09/19/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Light issueHot water heater issue				
09/19/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Reads				
09/20/2022	4400000009	Bosas, Rebecca M	REG	401	6.00	0.00
		- Reads/no reads/repairs				
09/20/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
		- Locate sewer manholes in lot near Little Ceasars and vacinity				
09/21/2022	4400000009	Bosas, Rebecca M	REG	401	8.00	0.00
		- MetersEtc				
09/22/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00

From: 08/27/2022 To: 09/23/2022

Grouped By: Employee ID

Date	Employee ID	Employee Name	Pay Code ID	Department	Reg Hours	OT Hours
- GISMissdigsEtc						
09/22/2022	4400000009	Bosas, Rebecca M	REG	401	3.00	0.00
- Appointments, work orders, repairs						
09/22/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- MissdigStructure repairs						
09/22/2022	4400000009	Bosas, Rebecca M	REG	401	1.00	0.00
- Car show barricades						
09/23/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Missdigs						
09/23/2022	4400000009	Bosas, Rebecca M	REG	401	2.00	0.00
- Work Orders/Appointments						
09/23/2022	4400000009	Bosas, Rebecca M	REG	401	4.00	0.00
- Pick up car show barricadesWater Flowers						
-----					40.00	0.00
Total For Employee: 4400000009						
09/19/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/20/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/21/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/22/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
09/23/2022	4400000016	Bincsik, Robert J	REG	202	8.00	0.00
-----					40.00	0.00
Total For Employee: 4400000016						
09/19/2022	4400000018	Leavitt, Mikel D	REG	401	8.00	0.00
09/20/2022	4400000018	Leavitt, Mikel D	REG	401	1.00	0.00
09/20/2022	4400000018	Leavitt, Mikel D	REG	401	7.00	0.00
09/21/2022	4400000018	Leavitt, Mikel D	15X	401	0.00	2.00
- Water main break.						
09/21/2022	4400000018	Leavitt, Mikel D	REG	401	8.00	0.00
09/22/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
09/22/2022	4400000018	Leavitt, Mikel D	REG	401	3.00	0.00
09/22/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/23/2022	4400000018	Leavitt, Mikel D	REG	401	2.00	0.00
09/23/2022	4400000018	Leavitt, Mikel D	REG	401	6.00	0.00
-----					40.00	2.00
Total For Employee: 4400000018						
Grand Total:					960.00	24.00

September 2022	Beginning Mileage	Ending Mileage	Miles Driven	Gallons Gas Purchased	Gallons Diesel Purchased
#6-16 2WD P/U gas	84284	84697	413	32	
#1-20 4WD P/U diesel	4175	4175	0		
#7-15 4WD P/U gas	45450	45732	282	27.6	
#3-08 4WD P/U gas	80553	80767	214	27	
#10-18 4WD P/U diesel	25558	26192	634		58.4
#2-08 4WD P/U gas	73164	73778	614	69.4	
#6-00 BACKHOE diesel			0		
#1-22 DUMP			0		
#11 DUMP gas			0		
#12-02 DUMP diesel			0		
#12-04 DUMP diesel			0		
#12-99 GENERATOR gas			0		
#17 CASE BACKHOE diesel			0		
#19 JD TRACTOR diesel			0		
#069-99 BUCKET TRUCK gas			0		
#21 WOOD CHIPPER diesel			0		
#8-07 STREET SWEEPER diesel	18373	18373	0		32
#42 ASPHALT HEATER diesel			0		
#37 TRAIL ARROW			0		
#10-15 GEN gas			0		
#5-18 KUBOTA (hours) gas can	730.4	763	32.6	6	
			0		
TOTAL			2189.6	162	90.4

Public Works
Monthly Work Orders

10/05/22

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
REPL22-0077 COMPLETED	CR10-008230-0000-01	MIDDLE SCHOOL, SWARTZ CREEK 8230 CRAPO ST	09/02/22 09/02/22	METER REPLACEMENT
FNRD22-2117 COMPLETED	LU10-009041-0000-01	NOWAK, ANNETTE 9041 LUEA LN	09/06/22 09/06/22	FINAL READ
FNRD22-2118 COMPLETED	BR20-006189-0000-06	HARTMAN, ANDREW 6189 BRISTOL RD	09/06/22 09/06/22	FINAL READ
WTON22-1472 COMPLETED	WO10-005228-0000-01	MALONEY, MARSHA 5228 WORCHESTER DR	09/01/22 09/01/22	WATER TURN ON
FNRD22-2119	MO10-004426-0000-01	SWEENEY, DONALD 4426 MORRISH RD	09/01/22	FINAL READ
READ22-0946 COMPLETED	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	09/02/22 09/02/22	READ METER
WOFF22-2529 COMPLETED	WI10-005116-0000-06	CAPPS, JASON 5116 WINSHALL DR	09/08/22 09/08/22	WATER TURN OFF
WOFF22-2530 CANCELLED	BR20-006189-0000-07	COLE, THOMAS & JOYCE 6189 BRISTOL RD	09/07/22 09/07/22	WATER TURN OFF
READ22-0947 COMPLETED	GR10-005274-0000-03	SEGO, BOBBIE 5274 GREENLEAF DR	09/07/22 09/07/22	READ METER
REPL22-0078 COMPLETED	DR10-000001-PERF-01	PERFORMING ART CENTER 1 DRAGON PER	09/08/22 09/08/22	METER REPLACEMENT
FNRD22-2120 COMPLETED	LA10-004265-0000-01	ALLEN, JUDITH 4265 LATIFEE CT	09/07/22 09/07/22	FINAL READ
SI-000063	MI10-007561-0000-01	ADMIRAL PETROLEUM CO 7561 MILLER RD	09/07/22	SIGNS
DRAN22-0092	WA10-007484-0000-01	THOMPSON SERVICE 7484 WADE ST	09/07/22	STORM DRAINS
READ22-0948	OA10-005166-0000-02	GUEST, TIMOTHY A. 5166 OAKVIEW DR	09/08/22	READ METER
WTON22-1473 COMPLETED	WI10-005116-0000-06	CAPPS, JASON 5116 WINSHALL DR	09/08/22 09/08/22	WATER TURN ON
LNDS22-0168	EL10-004125-0000-01	ELMS PARK 4125 ELMS RD	09/08/22	LANDSCAPING
FLAG22-0237 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/09/22 09/09/22	LOWER/RAISE FLAG
FNRD22-2121 COMPLETED	SE20-005337-0000-01	THORNTON, DEMITRA 5337 SEYMOUR RD	09/14/22 09/14/22	FINAL READ
FNRD22-2122 COMPLETED	MI10-007306-0000-03	RANDALL, MATTHEW 7306 MILLER RD	09/12/22 09/12/22	FINAL READ
FNRD22-2123 COMPLETED	BI20-004206-0000-01	BRIDGES, TODD 4206 BIRCH LN	09/12/22 09/12/22	FINAL READ

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD22-2124 COMPLETED	HI20-004193-0000-01	PAVLIK, MARGARET K 4193 HICKORY LN	09/12/22 09/12/22	FINAL READ
FNRD22-2125 COMPLETED	DO10-005197-0000-03	METCALFE IV, WILLIAM 5197 DON SHENK DR	09/13/22 09/13/22	FINAL READ
SETM22-0111 COMPLETED	AL10-004279-0000-01	WOODSIDE BUILDERS 4279 ALEX MARIN DR	09/14/22 09/14/22	SET METER
REPL22-0079	MO10-004110-SUMM-04	SWARTZ CREEK COMM. SCHOOLS 4110 MORRISH RD	09/14/22	METER REPLACEMENT
REPL22-0080	OA10-005300-0000-01	SYRING-SWARTZ CREEK SCHOOLS 5300 OAKVIEW DR	09/14/22	METER REPLACEMENT
REPL22-0081	MI10-005499-0000-01	MEADOWS, GENESEE VALLEY 5499 MILLER RD	09/14/22	METER REPLACEMENT
REPL22-0082 COMPLETED	MI10-008528-0000-01	CAR WASH, ED LETAVIS 8528 MILLER RD	09/14/22 10/03/22	METER REPLACEMENT
FNRD22-2126 COMPLETED	BI10-005158-0000-02	WILCOX, ROY & DAWN 5158 BIRCHCREST DR	09/16/22 09/16/22	FINAL READ
DAPU22-0044 COMPLETED	MI10-006273-0000-01	CORNERSTONE BAPTIST CHURCH 6273 MILLER RD	09/16/22 09/19/22	DEAD ANIMAL PICK U
FNRD22-2127	PA10-007129-0000-03	BREWER, JAMIA 7129 PARK RIDGE PKY	09/16/22	FINAL READ
MNT22-0387 COMPLETED	CI10-008095-000B-01	SENIOR CENTER 8095 CIVIC DR 000B	09/19/22 09/20/22	BUILDING MAINTENAI
FNRD22-2128 COMPLETED	WI20-005120-0000-01	GRIFFEN, ELLA 5120 WINSTON DR	09/19/22 09/19/22	FINAL READ
FLAG22-0238 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	09/20/22 09/13/22	LOWER/RAISE FLAG
READ22-0950	DO10-005374-0000-04	JMZ PROPERTIES, LLC 5374 DON SHENK DR	09/20/22	READ METER
WOFF22-2531 COMPLETED	DA10-005157-0000-04	LAWRENCE, ERIC 5157 DAVAL DR	09/20/22 09/20/22	WATER TURN OFF
WOFF22-2532 CANCELLED	MI10-008159-0000-02	YEAGER, CHRISTIN C 8159 MILLER RD	09/20/22 09/20/22	WATER TURN OFF
WOFF22-2533 COMPLETED	MI10-005354-0000-08	OHARA, DANETTE 5354 MILLER RD	09/20/22 09/20/22	WATER TURN OFF
MTRP22-0671 COMPLETED	WO10-005204-0000-03	CRAWFORD, SCOTT 5204 WORCHESTER DR	09/23/22 09/23/22	METER REPAIR
READ22-0951	MI10-005366-0000-01	CARLSON, CARL 5366 MILLER RD	09/20/22	READ METER
READ22-0952	MI10-005472-0000-02	MOORE, SEAN 5472 MILLER RD	09/20/22	READ METER
READ22-0953 COMPLETED	MI10-007138-0000-01	CARDINAL, STANLEY 7138 MILLER RD	09/20/22 09/21/22	READ METER
READ22-0954	MI10-008197-0000-01	CRAPO SCHOOL	09/20/22	READ METER

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
		8197 MILLER RD		
READ22-0956 COMPLETED	SI10-004197-0000-01	SCHREIER, LEONARD 4197 SILVER MAPLE LN	09/20/22 09/20/22	READ METER
READ22-0957	WI10-005372-0000-01	GENTLE, DALE 5372 WINSHALL DR	09/20/22	READ METER
CKME22-0498 CANCELLED	OA10-005165-0000-01	STORMS, JEFF 5165 OAKVIEW DR	09/20/22 09/20/22	CHECK METER
WTON22-1474 COMPLETED	DA10-005157-0000-04	LAWRENCE, ERIC 5157 DAVAL DR	09/20/22 09/20/22	WATER TURN ON
MTRP22-0672 COMPLETED	EL10-004072-0000-04	ALDRICH, FRED 4072 ELMS RD	09/26/22 09/26/22	METER REPAIR
WTON22-1475 COMPLETED	MI10-005354-0000-08	OHARA, DANETTE 5354 MILLER RD	09/21/22 09/21/22	WATER TURN ON
22-000011 COMPLETED	WD10-004477-SUMM-02	JULIE REID 4477 WINDSOR #SUMM CT	09/21/22 09/21/22	WATER QUALITY
CKME22-0499 COMPLETED	CC10-007374-0000-03	DURGAN, PETER 7374 CROSS CREEK DR	09/22/22 09/22/22	CHECK METER
MTRP22-0673 COMPLETED	MI10-007138-0000-01	CARDINAL, STANLEY 7138 MILLER RD	09/22/22 09/22/22	METER REPAIR
22-000012	LU10-009127-0000-02	MAYO, MAYNARD 9127 LUEA LN	09/26/22	WATER QUALITY
MTRP22-0674	MI10-008478-0000-01	LETAVIS, EDWARD 8478 MILLER RD	09/23/22	METER REPAIR
MTRP22-0675 COMPLETED	MI10-005366-0000-01	CARLSON, CARL 5366 MILLER RD	09/23/22 09/26/22	METER REPAIR
MTRP22-0676 COMPLETED	SI10-004197-0000-01	SCHREIER, LEONARD 4197 SILVER MAPLE LN	09/26/22 09/26/22	METER REPAIR
MTRP22-0677 CANCELLED	JE10-004092-0000-01	BLOSS, BASIL 4092 JENNIE LN	09/26/22 09/27/22	METER REPAIR
READ22-0958 COMPLETED	CO20-007482-0000-01	BARTON, RAYMOND 7482 COUNTRY MEADOW DR	09/26/22 09/26/22	READ METER
FNRD22-2130 COMPLETED	GR20-007488-0000-05	LEWIS, VALERIE 7488 GROVE ST	09/30/22 09/30/22	FINAL READ
DRAN22-0093 COMPLETED	GR10-005282-0000-01	NOVAK, DENNIS 5282 GREENLEAF DR	09/26/22 09/26/22	STORM DRAINS
FNRD22-2131 COMPLETED	TA10-006398-0000-03	STREETMAN, BRYAN 6398 TALLMADGE CT	09/26/22 09/27/22	FINAL READ
READ22-0959	EL10-004071-0000-02	BARKER, KASEY 4071 ELMS RD	09/27/22	READ METER
SWBK22-0093 COMPLETED	RA10-004534-0001-01	BECKER, DR EUGENE 4534 RAUBINGER # 1 RD	09/28/22 09/28/22	SEWER BACKUP
SWLK22-0024	OA10-005295-0000-01	LARIME, JENNIFER 5295 OAKVIEW DR	09/28/22	SIDEWALK REPAIR

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
FNRD22-2133 COMPLETED	CH20-008494-0000-06	LOOMIS, BRIAN 8494 CHESTERFIELD DR	09/28/22 09/28/22	FINAL READ
MNT22-0388 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	09/29/22 09/29/22	BUILDING MAINTENAI
FNRD22-2134 COMPLETED	BI10-005184-0000-03	WALTERS, DEAN 5184 BIRCHCREST DR	09/29/22 09/29/22	FINAL READ

Total Records: 66

Report Generated: 10/5/2022 9:06 AM
 Report Options: Scheduled From: 9/1/2022 To: 9/30/2022

City of Swartz Creek Building Permit List 2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB2200046	09/01/22	Lockhart Roofing Co.	(810) 235 9866	58-03-578-003	\$9,800	\$100.00 5356 WORCHESTER DR	48473-Roofing
PB2200047	09/06/22	Climax Solar	(269) 339 0836	58-03-533-114	\$58,834	\$312.00 5388 DURWOOD DR	48473-Res Add/Alter/Repair
PB2200048	09/06/22	HURD, TIMOTHY & YVONN		58-35-576-003	\$0	\$100.00 4432 MORRISH RD	48473-Roofing
PB2200049	09/08/22	Affordable Constuction and Intc	(810) 908 6569	58-36-300-012	\$7,000	\$185.00 7448 MILLER RD	48473-Res Add/Alter/Repair
PB2200050	09/26/22	D & W Windows & Enclosures	(810) 658 8777	58-36-651-117	\$12,000	\$221.00 4367 SPRINGBROOK DR	48473-Res Add/Alter/Repair
PB2200051	09/13/22	FORTINO, JAMES P	(810) 635 4523	58-35-200-014	\$26,880	\$266.00 8023 BRISTOL RD	48473-Pole Barn
Total:		6 Permits	Value: \$114,514		Fee Total: \$1,184.00		Total Number of Dwelling Units 0

Electrical							
PE2200025	09/06/22	Climax Solar	(269) 339 0836	58-03-533-114	\$0	\$147.00 5388 DURWOOD DR	48473-Electrical
Total:		1 Permits	Value: \$0		Fee Total: \$147.00		Total Number of Dwelling Units 0

Mechanical							
PM220043	09/15/22	Goyette Mechanical	(810) 742 8530	58-35-776-066	\$0	\$190.00 66 ASHLEY CIR	48473-Mechanical
Total:		1 Permits	Value: \$0		Fee Total: \$190.00		Total Number of Dwelling Units 0

Plumbing							
PP220019	09/20/22	HOME SELLERS OF MI INC	9894290774	58-30-551-001	\$0	\$162.00 3493 ELMS RD	48473-Plumbing
PP220020	09/14/22	Blessing Co.	(810) 694 4861	58-31-100-013	\$0	\$134.00 6319 BRISTOL RD	48473-Plumbing
Total:							

City of Swartz Creek Building Permit List 2022

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction	
Total:		2 Permits		Value: \$0		Fee Total: \$296.00		
							Total Number of Dwelling Units	0

Right of Way

PROW-0237	09/29/22	WOODSIDE BUILDERS, INC	(810) 635 2227	58-36-676-091	\$0	\$100.00	4250 ALEX MARIN DR 48473	Right of way	
PROW-0238	09/27/22	CONSUMERS ENERGY COR		58-02-526-027	\$0	\$100.00	8197 MILLER RD	48473-Right of way	
Total:		2 Permits		Value: \$0		Fee Total: \$200.00		Total Number of Dwelling Units	0

Zoning

PZ22-0024	09/19/22	DOBIS, KAREN	8109552667	58-36-552-002	\$0	\$25.00	4501 MORRISH RD	48473-Shed	
PZ22-0026	09/27/22	PARROTT, JEFFREY & BEVI	8104963604	58-01-501-001	\$0	\$25.00	7493 MILLER RD	48473-Miscellaneous	
PZ22-0027	09/19/22	LANGDON, GARY & ELAINI	(810) 513 2365	58-02-530-043	\$1,350	\$25.00	8024 MAPLE ST	48473-Shed	
PZ22-0028	09/26/22	STEFEEK, TIMOTHY & PATRI	(810) 423 6233	58-02-551-005	\$5,000	\$25.00	5278 WORCHESTER DR	48473-Fence	
Total:		4 Permits		Value: \$6,350		Fee Total: \$100.00		Total Number of Dwelling Units	0

Permit Total: 16 Value: \$120,864 Fee Total: \$2,117.00

Permit.DateIssued Between 9/1/2022 12:00:00 AM AND 9/30/2022 11:59:59 PM

City Council Packet

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
6165 MILLER RD	58-31-527-009	Site Inspection	09/01/2022	09/01/2022	Violation(s)
6007 MILLER RD	58-31-200-016	Ordinance	09/01/2022	09/01/2022	Violation(s)
6157 MILLER RD	58-31-527-008	Ordinance	09/01/2022	09/01/2022	Violation(s)
4279 ALEX MARIN DR	58-36-676-098	Insulation	09/01/2022	09/01/2022	Approved
4141 MORRISH RD	58-36-100-001	Status	09/06/2022	09/06/2022	Complied
4369 ROUNDHOUSE RD	58-36-300-029	Follow Up	09/06/2022	09/06/2022	Locked Out
3500 ELMS RD	58-25-576-007	Ordinance	09/06/2022		
5286 MILLER RD	58-29-551-020	Ordinance	09/06/2022		
7084 MILLER RD	58-36-576-012	Letter	09/06/2022	09/06/2022	Violation(s)
7028 BRISTOL RD	58-25-576-021	Post Hole	09/06/2022	09/06/2022	Approved
5354 MILLER RD	58-29-551-014	Follow Up	09/07/2022	09/07/2022	Complied
5018 HAYES ST	58-02-529-015	Final	09/07/2022	09/07/2022	Approved
5388 DURWOOD DR	58-03-533-114	Final	09/07/2022	09/07/2022	Approved
8494 CHESTERFIELD DR	58-02-501-061	Initial	09/07/2022	09/07/2022	Violation(s)
6165 MILLER RD	58-31-527-009	Status	09/08/2022	09/08/2022	Partially Complied
6157 MILLER RD	58-31-527-008	Status	09/08/2022	09/08/2022	Partially Complied
8095 MAPLE ST	58-02-530-033	Ordinance	09/08/2022	09/08/2022	Partially Complied
5285 WORCHESTER DR	58-02-551-013	Status	09/08/2022	09/08/2022	Complied
5235 WORCHESTER DR	58-02-502-034	Initial	09/08/2022	09/08/2022	Complied
5372 SEYMOUR RD	58-03-400-014	Letter	09/12/2022	09/12/2022	Violation(s)
5174 DURWOOD DR	58-03-533-144	Status	09/13/2022	09/13/2022	Complied
7224 PARK RIDGE PKWY	58-36-530-015	Status	09/13/2022	09/13/2022	Complied
134 ASHLEY CIR	58-35-776-134	Final	09/13/2022	09/13/2022	Approved
134 ASHLEY CIR	58-35-776-134	Final	09/13/2022	09/13/2022	Approved
165 BROOKFIELD	58-35-776-165	Final	09/13/2022	09/13/2022	Approved
165 BROOKFIELD	58-35-776-165	Final	09/13/2022	09/13/2022	Approved
3435 HERITAGE BLVD	58-30-651-027	Final	09/13/2022	09/13/2022	Approved
5304 WINSHALL DR	58-02-553-011	Initial	09/13/2022	09/13/2022	Complied
1 DRAGON DR	58-02-100-006	Above Ceiling-Locke	09/14/2022	09/14/2022	Approved
6007 MILLER RD	58-31-200-016	Status	09/15/2022	09/15/2022	Complied
3460 HERITAGE BLVD	58-30-651-031	Final	09/15/2022	09/15/2022	Approved
8454 CAPPY LN	58-02-502-020	Final	09/15/2022	09/15/2022	Approved
1 DRAGON DR	58-02-100-006	Locker Room Area	09/15/2022	09/15/2022	Approved
3460 HERITAGE BLVD	58-30-651-031	Final	09/15/2022	09/15/2022	Approved
1 DRAGON DR	58-02-100-006	Ceiling-Locker Room	09/15/2022	09/15/2022	Approved
1 DRAGON DR	58-02-100-006	Above Ceiling-Locke	09/15/2022	09/15/2022	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
106 ASHLEY CIR	58-35-776-106	Site Inspection	09/19/2022	09/19/2022	No Violation
7084 MILLER RD	58-36-576-012	Status	09/20/2022	09/20/2022	No Change
7025 MILLER RD	58-36-577-006	Site Inspection	09/20/2022	09/20/2022	No Violation
3500 ELMS RD	58-25-576-007	Ordinance	09/20/2022		
5388 DURWOOD DR	58-03-533-114	Final	09/20/2022	09/20/2022	Approved
8095 MAPLE ST	58-02-530-033	Status	09/22/2022	09/22/2022	Partially Compliant
7084 MILLER RD	58-36-576-012	Status	09/22/2022	09/22/2022	Partially Compliant
5217 OAKVIEW DR	58-02-501-109	Site Inspection	09/22/2022	09/22/2022	No Violation
5038 HAYES ST	58-02-529-030	Ordinance	09/22/2022	09/22/2022	Violation(s)
9091 MILLER RD	58-03-200-002	Status	09/22/2022	09/22/2022	Partially Compliant
66 ASHLEY CIR	58-35-776-066	Final	09/22/2022	09/22/2022	Approved
165 BROOKFIELD	58-35-776-165	Final	09/22/2022	09/22/2022	Approved
135 ASHLEY CIR	58-35-776-135	Final	09/22/2022	09/22/2022	Approved
134 ASHLEY CIR	58-35-776-134	Final	09/22/2022	09/22/2022	Approved
3493 ELMS RD	58-30-551-001	Final	09/22/2022	09/22/2022	Canceled
4260 ALEX MARIN DR	58-36-676-090	Rough-Shower Pan	09/22/2022	09/22/2022	Approved
7455 COUNTRY MEADOW DR	58-36-651-064	Final	09/22/2022	09/22/2022	Approved
5372 SEYMOUR RD	58-03-400-014	Status	09/26/2022	09/26/2022	Complied
8023 BRISTOL RD	58-35-200-014	Post Hole	09/26/2022	09/26/2022	Approved
8067 MILLER RD	58-02-529-021	Final Zoning	09/27/2022	09/27/2022	Approved
3493 ELMS RD	58-30-551-001	Final	09/27/2022	09/27/2022	Approved
5319 WORCHESTER DR	58-02-551-018	Initial	09/27/2022	09/27/2022	Violation(s)
8494 CHESTERFIELD DR	58-02-501-061	Follow Up	09/27/2022	09/27/2022	Complied
8041 MAPLE ST	58-02-530-012	Status	09/29/2022		
6371 AUGUSTA ST	58-30-651-004	Final	09/29/2022	09/29/2022	Approved
6371 AUGUSTA ST	58-30-651-004	Final	09/29/2022		
7448 MILLER RD	58-36-300-012	Footing	09/29/2022	09/29/2022	Approved

Inspections: 63

Population: All Records

Inspection.DateTimeScheduled Between 9/1/2022 12:00:00 AM AND 9/30/2022 11:59:59 PM

Enforcements By Category

10/03/22

ANIMALS

Enforcement Number	Address	Status	Filed	Closed
E22-142	5217 OAKVIEW DR	Closed	09/20/22	09/22/22
			Total Entries: 1	

BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E22-136	8095 MAPLE ST	Violation	09/07/22	
			Total Entries: 1	

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E22-138	106 ASHLEY CIR	No Violation	09/19/22	09/19/22
E22-139	7025 MILLER RD	Closed	09/19/22	09/20/22
			Total Entries: 2	

SP NON-COMPLIANCE

Enforcement Number	Address	Status	Filed	Closed
E22-135	7084 MILLER RD	Violation	09/06/22	
E22-137	5372 SEYMOUR RD	Resolved	09/12/22	09/26/22
			Total Entries: 2	

UNLICENSED VEHICLES

Enforcement Number	Address	Status	Filed	Closed
E22-132	6157 MILLER RD	Violation	09/01/22	
E22-143	5038 HAYES ST	Violation	09/20/22	
			Total Entries: 2	

Enforcements By Category

10/03/22

WEED COMPLAINT

Enforcement Number	Address	Status	Filed	Closed
E22-133	3500 ELMS RD	Inspection Pending	09/06/22	
E22-134	5286 MILLER RD	Inspection Pending	09/06/22	
E22-141	3500 ELMS RD	Inspection Pending	09/20/22	
			Total Entries: 3	

Total Records: 11

Population: All Records
Enforcement.DateFiled Between 9/1/2022 12:00:00 AM AND 9/30/2022 11:59:59 PM

Certificates With Inspections

10/03/2022

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR220042	5319 WORCHESTER DR	09/19/2022	09/19/2022	09/19/2022	09/27/2022	09/19/2024	Suspended
Initial	JKEY	Corey Jarbeau	Completed	Violation(s)			

Population: All Records

Record Count: 1

Certificate.DateIssued Between 9/1/2022 12:00:00 AM
AND 9/30/2022 11:59:59 PM

LICENSE AGREEMENT

ATC Contract No: _____

This LICENSE AGREEMENT (“**Agreement**”) is entered into as of the latter signature date hereof (“**Effective Date**”) by and between ATC Sequoia LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 (“**Licensor**”) and City of Swartz Creek Michigan with a principal place of business at 8083 Civic Drive, Swartz Creek, MI 48473 (“**Licensee**”).

I. TOWER FACILITY INFORMATION:

Site Name: Swartz Creek MI SQA
Site Number: 412754
Address and/or location of Tower Facility: 4355 Elms Road, Swartz Creek, Michigan 48473
Tower Facility Coordinates: Lat. 42° 57' 43.999" N42.96222200 Long. 83° 48' 40" W-83.81111100

II. NOTICE & EMERGENCY CONTACTS:

- Licensee’s local emergency contact (name and number): City Manager (810) 635 – 4464.
- Licensor’s local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee’s address above to the attention of City Manager.
- Notices to Licensor shall be sent to Licensor’s address above to the attention of Contracts Manager.
- Licensor’s Remittance Address: American Tower Corporation, 29637 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.
Antenna mount height on tower: See Exhibit A for specific location.
All other permitted uses of the Tower Facility including Licensee’s Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Monthly License Fee: Zero and 00/100 Dollars (\$0.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Four Percent (4%).

Application Fee: N/A.

Relocation Application Fee: N/A.

Site Inspection Fee: N/A.

Initial Term: A period of ten (10) years beginning on the Commencement Date. The “**Commencement Date**” shall be the earlier of: (i) the date of Licensor’s issuance of a NTP or (ii) December 13, 2022.

Renewal Terms: Three (3) additional periods of five (5) years each.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$_____ per month (“**Utility Fee**”) subject to adjustment pursuant to Subsection 5(b), OR
 Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): None As listed below

A. PCN/PCN Retention Fee/Cross-Default. Licensee, an Affiliate of Licensee or any entity or individual acting on behalf Licensee or an Affiliate of Licensee shall only issue Prior Coordination Notices (“**PCNs**”) for the Permitted Frequencies set forth in Exhibit A and shall not issue PCNs for any other frequencies at this Tower Facility or at any other tower facility owned and/or operated by Licensor unless Licensee has submitted an Application for use of the subject frequencies to Licensor for which a partially executed License Agreement shall be signed by Licensee and returned to Licensor within sixty (60) days of the submittal of the Application. Licensee shall withdraw PCNs filed for any frequencies which are not licensed to Licensee by Licensor, no more than ten (10) days from the date of Licensee’s withdrawal of an Application or Licensor’s election to not process a Licensee-submitted Application. Failure to comply with the terms of this Subsection A shall constitute an event of default pursuant to Section 21 hereof (a “**PCN Default**”) for which the cure period is set forth in Section 21. In the event Licensee fails to cure a PCN Default within the cure period set forth in Section 21, then, in addition to all other obligations of Licensee under this Agreement, Licensee shall pay Licensor Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month as liquidated damages for each tower facility wherein Licensee maintains an active PCN in breach of this Subsection A (“**PCN Retention Fee**”). Licensor and Licensee acknowledge that holding PCNs in violation of this Subsection A reduces Licensor’s opportunity to license space at Licensor’s tower facilities and since the actual amount of such lost revenue is difficult to determine, Licensor and Licensee agree that the PCN Retention Fee is a reasonable estimate of the damages that would accrue if a breach occurred. Licensor and Licensee agree that the PCN Retention Fee is fair and reasonable and would not act as a penalty to the breaching Party. The PCN Retention Fee shall be remitted by Licensee within ten (10) days of Licensor’s written notice to Licensee of Licensee’s uncured default of this Subsection A and Licensee shall continue to remit payment of the PCN Retention Fee on a monthly basis on or before the first day of each calendar month while such default of this Subsection A remains uncured. In the event that Licensor does not receive the PCN Retention Fee on or before the first day of each month, then Licensor may, at its option, declare a default of this Agreement and all agreements between Licensor and Licensee and the PCN Retention Fee shall continue to be due and payable as set forth herein until the time Licensee withdraws the subject PCNs.

B. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee’s Approved Equipment indicates that the Tower Facility is not suitable for Licensee’s Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

C. In no event shall Licensee's use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor's lighting system located on any of the towers, building systems, or, in the event that Licensee’s equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, Licensee shall be solely responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor’s lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

D. The "Rider for Verizon Subleased Sites" attached hereto is hereby incorporated into this Agreement in its entirety and the terms and conditions contained therein shall supersede any contradictory provision in this Agreement.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR:

ATC Sequoia LLC, a Delaware limited liability company

LICENSEE:

City of Swartz Creek Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon thirty (30) days' prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed in both hard copy and electronic form ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved

Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.

4. USE.

Subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.

(b) **Utilities.**

(i) All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(ii) **Interruptions in Service.** Licensor shall not be liable in any respect for damages to either person or property nor shall Licensee be relieved from fulfilling any covenant or agreement hereof as a result of any temporary or permanent interruption of electrical service or of any common heating, ventilation and air conditioning system to the extent provided by Licensor. Licensor shall use reasonable diligence to restore any interruption as promptly as practicable to the extent that Licensor can reasonably effect such restoration, but Licensee shall have no claim for damages, consequential or otherwise, on account of any interruption. Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee.

(c) **Taxes.**

(i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall

reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor's request for such reimbursement.

(ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Monthly License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Monthly License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Monthly License Fee or other payment due and payable under this Agreement.

(d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("BLM") or the United States Forest Service ("USFS"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor's request for such reimbursement.

(e) **Restrictions on Reimbursement.** Solely for the purposes of determining Licensee's portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Monthly License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.

(g) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.

(b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each

successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred fifty percent (150%) of the Monthly License Fee in effect for the last month of the Term prior to the commencement of such month-to-month term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the monthly license fee payable to Licensor in the event of an extension under this Subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.

7. COMMON EXPENSES.

Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this Section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee

fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 ("**Labeling Fee**") which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.

10. IMPROVEMENTS BY LICENSEE.

(a) **Installation and Approved Vendors.** Prior to the commencement of Licensee's initial installation, and again prior to any installation of any additional equipment, Licensee shall submit to Licensor and Manager for review and approval, detailed plans and specifications accurately describing all aspects of the proposed work relating to the construction, installation, relocation and reconfiguration of Licensee's Facilities on the Tower. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has

determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within thirty (30) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within thirty (30) days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

11. RF INTERFERENCE/ USER PRIORITY.

(a) **Definitions.** For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.

(c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) **Correction.**

(i) **Licensee.** Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn

off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) **Licensor.** Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) **Government Users.** Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) **FCC Requirements Regarding Interference.** Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; Part 90, et seq, governing private land mobile radio services; and Part 96, et seq, governing Citizens Broadband Radio Service. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) **Public Safety Interference.** As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("**Final Rule**"). Claims of Interference made by or against users which

are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such thirty (30) day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.

(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days' prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation

so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. COMPLIANCE WITH LAWS.

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. INDEMNIFICATION; INSURANCE.

(a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Survival.** The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. LIMITATION OF PARTIES' LIABILITY.

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.

17. DISCLAIMER OF WARRANTY.

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."

18. NOTICES.

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereto in accordance with this Section 18 (the "Notice Address") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.

19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial

Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "**Ground Lease**"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.

21. DEFAULT.

The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) except for a PCN Default for which the cure period is set forth in clause (iv) below, any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within thirty (30) days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in Section 11; (iv) a PCN Default occurs that Licensee fails to cure within ten (10) days of Licensor's written notice to Licensee, or its designee of the existence of such default; (v) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (vi) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vii) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (viii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written notice from Licensor to Licensee.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this Agreement by Licensee, discounted by an annual percentage rate equal to five percent (5%), (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of thirty (30) days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to eighteen percent (18%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to twenty-five percent (25%) of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The Monthly License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "**Trigger Condition**"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("**Paying Carrier Rate**"), all in accordance with the terms and provisions provided in this Subsection 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("**Relocation Notice**") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within ten (10) Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have forty-five (45) days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all of the terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within forty-five (45) days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such ten (10) Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this Subsection, a "**Paying Carrier**" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

(c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days' prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("**RF Emissions**") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible

Exposure (“MPE”) limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor’s reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor’s request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee’s breach of any of the covenants contained in this Section 26. The obligations of Licensee to indemnify Licensor pursuant to this Section 26 shall survive the termination or expiration of this Agreement.

27. SUBROGATION.

(a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier’s rights to proceed against the other Party. Licensee’s insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party’s sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

- Exhibit A: List of Approved Equipment and location of the Licensed Space
- Exhibit B: Site Drawings indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)
- Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3
- Appendix I: Definitions
- Appendix II: Insurance

Exhibit A

List of Approved Equipment and location of the Licensed Space

Exhibit B

**Site Drawing indicating the location of Ground Space for Licensee's equipment shelter
or space in Licensor's building (as applicable)**

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.

Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.

Appendix I

Defined Terms

Affiliate(s): Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, “**control**” means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

Agreement: defined in the introductory paragraph.

Annual Escalator: defined in Section IV.

Applicable Law: All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

Application: defined in Section IV.

Application Fee: defined in Section IV.

Approved Equipment: the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

BLM: defined in Subsection 5(d).

Business Day: a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

Claims: demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

Commencement Date: defined in Section IV.

Common Expenses: defined in Section 7.

Connection Fee: defined in Section IV.

Construction Drawings: defined in Section 3.

Damages: debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

Easement: defined in Section 2.

Effective Date: defined in the introductory paragraph.

FAA: the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

FCC: the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

FCC Rules and Regulations: All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

Final Rule: defined in Subsection 11(g).

Ground Lease: defined in Section 20.

Ground Space: The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

Hazardous Substances: Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

Holdover Fee: defined in Subsection 6(c).

Indemnified Party: any person or entity entitled to indemnification under Section 15 hereof.

Indemnifying Party: any person or entity obligated to provide indemnification under Section 15 hereof.

Initial Term: defined in Section IV and referenced in Subsection 6(c).

Interference: defined in Subsection 11(a)(i).

Labeling Fee: defined in Section 9.

Licensed Frequencies: defined in Subsection 11(a)(ii).

Licensed Space: Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

Licensed User: defined in Subsection 11(a)(iii).

Licensee: defined in the introductory paragraph.

Licensor: defined in the introductory paragraph.

Monthly License Fee: defined in Section IV and referenced in Subsection 5(a).

MPE: defined in Section 25.

Notice Address: defined in Section 18.

NTP (Notice to Proceed): Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and

approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.

Paying Carrier: defined in Subsection 24(b).

Paying Carrier Rate: defined in Subsection 24(b).

Party(ies): Licensor or Licensee.

PCN Default: defined in Subsection VI.A.

PCN Retention Fee: defined in Subsection VI.A.

PCNs: defined in Subsection VI.A.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Relocation Notice: defined in Subsection 24(b).

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Trigger Condition: defined in Section 24(b).

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee's Facilities on the Tower, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.

RIDER FOR VERIZON SUBLEASED SITES
(This Rider is non-negotiable)

Licensee and Licensor have entered into the attached license agreement, whether subject to a master license agreement or as an independent site license agreement, as applicable (the "**License Agreement**") with respect to the communication tower and site described therein (the "**Site**"). Licensee acknowledges that (i) Licensor has certain rights and obligations with respect to the Site pursuant to a Master Prepaid Lease (as amended from time to time) ("**Verizon Sublease**") between ATC Sequoia LLC, an Affiliate of Licensor, and the Persons set forth on Schedule 2 of the Verizon Sublease ("**Verizon**") or pursuant to a Sale Site Master Lease Agreement between Verizon and other Affiliates of Licensor ("**Verizon MLA**") and (ii) Verizon is a third party beneficiary of the non-monetary performance obligations of Licensee under the License Agreement. Pursuant to the Verizon Sublease and Verizon MLA, the License Agreement must contain the following provisions, which provisions are hereby incorporated into the License Agreement and made a part thereof and may not be superseded, altered or amended by the License Agreement (including any conflicting or inconsistent provisions in the License Agreement) or any attachment, exhibit, amendment, supplement, schedule, or other written instrument associated with the Site or the License Agreement:

1. **Ground Lease/Verizon Sublease:** The License Agreement shall be subject and subordinate to all of the terms and conditions of the underlying ground lease, sublease, or any easement, license or other agreement or document pursuant to which Verizon or Licensor holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments and guarantees related thereto ("**Ground Lease**") of the Site. Any and all references to the Ground Lease in the License Agreement shall be deemed to refer only to the Ground Lease (a copy of which Licensor shall provide to Licensee following a written request and redacted as Licensor deems reasonably necessary) and not the Verizon Sublease, if applicable. Licensee shall fully comply with the Ground Lease at the Site. In the event that a default or non-compliance with a provision of the Ground Lease is caused by Licensee, Licensee shall, upon Licensor's written request at Licensee's sole expense, cure or otherwise remedy such default or non-compliance within the cure period provided for pursuant to the Ground Lease.
2. **Quiet Enjoyment:** Licensee shall not engage in any conduct or activity that would reasonably be expected to interfere with Verizon's quiet enjoyment of Verizon's collocation space at the Site or with the operation of Verizon's communications facilities at the Site.
3. **Verizon's Collocation Space:** Licensee shall not (i) stack any communications equipment on or above Verizon's equipment shelter at the Site, or (ii) install or store any communications equipment or other property in vacant space inside Verizon's equipment shelter at the Site.
4. **Interference:** In addition to the rights and obligations of Licensor and Licensee as set forth in interference section of the License Agreement, Licensee agrees that:
 - A. Licensee will not (i) place any obstructions on a Site that prevent Verizon from having access to repair and replace all of Verizon's communications equipment and improvements (including related cables) or from being able to fully open any equipment cabinet doors in such space and repairing and replacing equipment therein or that impede airflow to and around Verizon's communications equipment, (ii) install communications equipment that interferes with Verizon's operations at the Site or causes a cessation of Verizon's services at a Site or (iii) install, modify or operate any equipment (including modifying the frequency at which such equipment is operated) subsequently to the installation of Verizon's communications equipment that interferes with Verizon's permitted, lawfully installed and properly operated FCC licensed transmissions or reception (except for intermittent testing).

- B. If Licensee is notified that its equipment or operations are (i) interfering with or creating an imminent risk to the performance of Verizon's permitted, lawfully installed and properly operated FCC licensed transmissions or reception or (ii) causing harmful RF interference, Licensee shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such interference. If such interference continues for a period in excess of 48 hours after Licensor's receipt of notice from Verizon, then Licensee will remove or adjust the installation to end the interference or reduce power or cease operations (except for intermittent testing) until such time as Licensee can make repairs to or modify the interfering equipment. If Licensee fails to promptly reduce power or cease operations as required to eliminate RF interference, then Licensor shall terminate the operation of any equipment causing such RF interference.
- C. If Licensee is notified that its equipment or operations (i) are materially interfering with Verizon's operations or cause a cessation of Verizon's services or (ii) cause an obstruction under Section 4(a)(i) above, Licensee shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such interference or obstruction. If such interference or obstruction continues for a period in excess of 10 days after Licensor's receipt of notice from Verizon, then Licensee will remove or adjust the installation to end the interference.
5. **Maintenance:** Licensee shall, at all times, keep and maintain its communications equipment and improvements in a structurally safe and sound condition and in working order, in accordance with the Applicable Standard of Care. Licensee shall not commence any installation, maintenance, replacement or repair of its improvements, communications equipment or other equipment at the Site until Licensee has obtained all Governmental Approvals necessary for such work, from all Governmental Authorities having jurisdiction with respect to such Site or such work.
6. **Environmental:** Licensee covenants and agrees that Licensee (i) shall not conduct or allow to be conducted upon the Site any business operations or activities, or employ or use the Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that Licensee shall have the right to bring, use and keep on the Site electronics, batteries, generators and associated fuel tanks and other Hazardous Materials used in the tower or telecommunication industry for the operation and maintenance of the Site provided that all such Hazardous Materials are brought, used, kept and allowed at the Site in compliance with applicable Environmental Laws; (ii) will carry on its business and operations at the Site in compliance in all respects with, and will remain in compliance with, all applicable Environmental Laws; (iii) will not create or permit to be created any lien against the Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; and (iv) Licensee shall promptly notify Licensor in writing if Licensee receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) the Licensee has violated, or is about to violate, any Environmental Law, (B) there has been a release or there is a threat of release, of Hazardous Materials at or from Licensee's collocation space of, or otherwise affecting, the Site, (C) Licensee may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials, or (D) Licensee's collocation space of the Site is subject to a lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law.
7. **Compliance with Laws:** Licensee covenants and agrees that its use of the Site shall comply with all applicable Laws. In addition, Licensee shall not install or modify any communications equipment such that it is not authorized by, or violates, any applicable Laws or is not made or installed in accordance with generally accepted engineering practices.
8. **Insurance:** Licensee shall maintain in full force and effect at all times during the term of the License Agreement, the following types of insurance with respect to its collocation space on the Site, paying as they become due all premiums for such insurance:

(i) Commercial general liability insurance insuring on an occurrence basis against liability of Licensee and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of Licensee's collocation space on the Site, with a minimum limit of \$1.0 million for bodily injury and/or property damage per occurrence;

(ii) Umbrella or excess liability insurance with minimum limits of \$5.0 million per occurrence and in the aggregate;

(iii) Workers' compensation insurance (or state sanctioned self-insurance program) affording statutory coverage for all employees of Licensee and any employees of its Affiliates performing activities on the Site, with employer's liability coverage with a minimum limit of \$500,000 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws; and

(iv) Commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles, as required by Law.

9. **Miscellaneous:**

- A. Licensor reserves the right to freely assign the License Agreement to Verizon or any of its Affiliates at any time.
- B. Licensee shall not incur, grant or permit to exist any liens against the Site or any part thereof. Licensee shall cause any such lien to be discharged by payment, satisfaction or posting of bond within thirty (30) days after the earlier of (i) the date Licensee has obtained knowledge of such lien, or (ii) written notice from Licensor or Verizon. If Licensee fails to cause any lien to be discharged within the permitted time, Licensor may cause it to be discharged and may pay the amount of such lien in order to do so, which amount and any other costs incurred by Licensor shall be promptly paid to Licensor by Licensee.

10. **Defined Terms:** For purposes of the foregoing provisions, the following capitalized terms shall have the following meanings:

- A. "**Applicable Standard of Care**" means, with respect to any obligation or performance requirement, the then-current general standard of care in the telecommunications industry applicable to such obligation or performance requirement.
- B. "**Environmental Law**" or "**Environmental Laws**" means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as the same may be amended or replaced from time to time, and all regulations promulgated under or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act of 1976; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Hazardous Materials Transportation Act; and the Occupational Safety and Health Act of 1970.
- C. "**Governmental Approvals**" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

- D. **“Governmental Authority”** means, with respect to any person or the Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such person or such Site.
- E. **“Hazardous Materials”** means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material, in each case, defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.
- F. **“Law”** means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or order of, or issued by, any Governmental Authority, including without limitation any standards (including but not limited to engineering standards or wind speed requirements) which are applied to the Site according to any such applicable law, statute, rule, code, regulation, ordinance or order.

City of Swartz Creek
Fund Balance/Reserve Policy
Draft: October 2022

I. Scope

The Governmental Accounting Standard Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes classifications to provide consistency in fund balance reporting and greater transparency in the governmental sector. This fund balance/reserve policy defines those classifications, establishes appropriate levels of fund balance/reserves by various fund types, and the spending hierarchy associated with use and replenishment of reserves.

II. General Objectives

This policy serves as a measure of financial resources available in governmental and proprietary funds to mitigate current and future risks. Establishing a fund balance/reserve policy is the most responsible way to ensure against unanticipated events which would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services.

A fund balance/reserve policy will ensure the City maintains adequate reserves in various operating funds and provides the capacity to: (1) meet daily cash flow financial needs, (2) secure and maintain investment grade bond ratings, (3) offset significant economic downturns or revenue shortfalls, and (4) provide funds for unforeseen expenditures related to emergencies. The information derived from consistent reporting will identify available resources to repay long-term debt, reduce property taxes, add new governmental programs, expand existing programs, or enhance financial position.

III. Governmental Fund Classifications

The procedures for reporting certain categories of fund balance within the annual financial statements for the City's governmental funds are classified in one of the following categories:

Nonspendable – amounts that cannot be spent because they are either (a) not in spendable form, such as prepaid items, inventories, or long-term notes receivable; or (b) legally or contractually required to be maintained intact, such as the principal portion of an endowment.

Restricted – amounts that can be spent only for specific purposes stipulated by (a) external resource providers, such as creditors, grantors, contributors, or laws or regulations of other governmental entities; or (b) imposed by law through constitutional provisions or enabling legislation that creates the revenue source and restricts its use.

Committed – amounts that can be used only for the specific purposes determined by formal action (resolution) of the City Council, the City's highest level of decision-making authority. Commitments are binding unless removed by the City Council's formal action. Any formal action should occur prior to the end of the fiscal year.

Assigned – amounts approved by the City Manager intended to be used for specific purposes that are not restricted or committed.

Unassigned – the remaining portion of fund balance that does not fall into another category; applies to the General Fund only.

IV. Description of Funds

Governmental Funds

General Fund – This fund has various classifications and is the only governmental fund that has unassigned fund balance. The target unassigned reserve is in addition to all other reserves or designation of fund balance which have expenditure authority limited to a specific purpose.

Special Revenue Funds – These funds are created with an underlying legal authority as an individual fund to account for proceeds from a specific revenue source that is legally restricted to expenditures for a specified purpose. Therefore, the residual balance at year end are reported as restricted.

Debt Service Fund – These funds are subject to certain restrictions associated with the issuance of bonds. This policy does not create any specific reservation within the debt service fund, but rather reports the end-of-the-year balances as restricted.

Enterprise Funds

The City has two enterprise funds to account for the following utility services: water supply and sanitary sewer. These utility funds should maintain a fund balance level to provide adequate cash reserves to provide a good financial management plan. The water/sewer rate study recommends four months of expenditures.

Internal Service Funds

Motor Pool Fund – This fund is designated to cover the cost to purchase future vehicle and equipment replacement. With a funded vehicle replacement policy in place the City is able to provide a financially cost-effective and efficient Motor Pool Fund.

V. Target Level

The fund balance/reserve levels established by this policy shall be in addition to all other reservations, including but not limited to amount reserved for debt service or renewal and replacement of long-lived assets.

The City will establish a fund balance target level to maintain adequate cash flow and reduce the demand for short-term borrowing. The unassigned fund balance is the residual amount available that has not been restricted, committed, or assigned to a specific purpose.

General Fund - This fund shall strive to maintain at least 35% of operating revenues, which excludes resources that have been committed or assigned to a special purpose (e.g recreation grants).

Special Revenue Funds (Streets) – These funds will have no minimum reserve required. These funds can be spent to zero. The City strives to maintain a minimum fund balance of 25% of the MDOT apportioned Act 51 annual revenues for the Major and Local Street Funds.

Debt Service Funds – These funds shall maintain a minimum balance as outlined in bond covenants. If there are no specific requirements, the fund shall maintain a balance at year end equal to 50% of the debt service payments for the next fiscal year.

Enterprise Funds - The enterprise operating funds shall strive to maintain at least 35% of operating revenues.

Motor Pool Fund – The City strives to maintain a minimum fund balance of at least 50% of operating revenues, which excludes resources that have been committed or assigned to some other purpose.

Garbage Fund – The City strives to maintain a minimum fund balance of at least 50% of operating revenues, which excludes resources that have been committed or assigned to some other purpose.

Fire Equipment Fund – These funds will have no minimum reserve required. These funds can be spent to zero.

DDA Fund – The City strives to maintain a minimum fund balance of at least 25% of operating revenues or 50% of the annual debt service, whichever is more. This excludes resources that have been committed or assigned to some other purpose.

The City shall maintain at least \$500,000 in each of the following three funds: general fund, water supply fund and sanitary sewer fund to be committed to emergency expenses related to disaster recovery. These funds will be used to cover the costs associated with mitigating and recovering from a disaster. If funds are used, they should be replenished over a three-year period.

All other governmental funds have different objectives, cash flow patterns; therefore, the appropriate level of fund balance is determined on a case-by-case basis.

VI. Spending Hierarchy

The City shall spend restricted amounts first unless there are legal documents that prohibit this practice. Prior to the use of unassigned/unrestricted fund balance amounts, the City shall use committed funds first, followed by assigned amounts, provided those classifications could be used. In the event the unassigned fund balance exceeds the target level, the excess may be utilized for any lawful purpose within the fund, preferably one-time expenditures which are not recurring operating costs. Appropriation from unassigned fund balance shall require City Council approval.

In the event the unassigned fund balance falls below the target level prescribed, the City Manager shall present a solid plan to replenish the fund balance/reserve within three years.

VII. Annual Review

During the annual budget adoption process, the Treasurer shall review the unassigned fund balance from the most recent annual audit for compliance with the provisions of this policy. An estimated fund balance calculation of the current adopted budget is used to determine the amount of fund balance available at the beginning of the period for which the budget is being prepared.



09/06/2022

David Krueger, Mayor
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

SUBJECT: FY22 Water Phase II
Loan \$6,583,000; 2.625% Intermediate Interest Rate; 40 Years

Dear Mr. Krueger:

We are enclosing a copy of the Form RD 1940-1, Request for Obligation of Funds, indicating that a loan of \$6,583,000 was approved on August 29, 2022. USDA, Rural Development reserved these funds for delivery upon fulfillment of all final conditions.

Also, enclosed is a copy of the Form RD 1942-46, Letter of Intent to Meet Conditions, which you signed on August 29, 2022.

If you have any questions regarding the completion of all the final conditions, please do not hesitate to contact Kina McDonough, Area Specialist, at phone 517-883-6158 or email kina.mcdonough@usda.gov.

Sincerely,

Brandon D. Fewins
State Director

Enclosure

Rural Development • Michigan State Office
3001 Coolidge Road, Suite 200
East Lansing MI 48823

USDA is an equal opportunity provider and employer.



August 26, 2022

David Krueger, Mayor
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

SUBJECT: FY22 Water Phase II
Loan \$6,583,000; 2.625% Intermediate Interest Rate; 40 Years

Dear Mr. Krueger:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant, must be reported to and approved by USDA, Rural Development, by written amendment to this letter. If significant changes are made without obtaining such approval, Rural Development may discontinue processing of the application.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds", is mailed to you.

Please complete, sign and return the following forms if you agree to meet these conditions and desire that further consideration be given to your application:

Form RD 1942-46, "Letter of Intent to Meet Conditions,"
Form RD 1940-1, "Request for Obligation of Funds,"

Within 180 days of this letter, you must meet all of the conditions set forth which can be met prior to calling for construction bids. If you have not done so, Rural Development reserves the right to discontinue the processing of your application.

The loan will be considered approved on the date Form RD 1940-1, "Request for Obligation of Funds," is signed by the approving official. Thus, this letter in itself does not constitute loan approval, nor does it ensure that funds are or will be available for the project.

The conditions referred to above are as follows:

Project Description – The proposed work includes water main replacement on Seymour Road, Greenleaf Drive, Norbury Drive, Whitney Court, Winshall Drive, and Durwood Drive as well as an extension of the existing system at the north end of the Heritage subdivision. New components such as hydrants, valves,

Rural Development • Mason Area Office
525 N Okemos RD, Suite B • Mason, MI 48854
517-676-4644 x4 • Fax 517-676-1909 • TTY 711

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and services will be installed as part of the project. Replacing the aging infrastructure will help improve the reliability of the system as well as reduce the operation and maintenance costs. Facilities will be designed and constructed in accordance with sound engineering practices and must meet the requirements of Federal State, and local agencies. The proposed facility design must be based on the Preliminary Engineering Report (PER) as concurred with by the Agency.

If, during the design engineering phase, the scope of the project is revised, the Preliminary Engineering Report will need to be also revised with the following items:

1. Revised project budget
2. Addendum to the Preliminary Engineering Report with narrative outlining revisions

Project Budget

Construction:	\$5,205,615
Contingency	\$ 520,658
Eng: Basic Services	\$ 381,892
Eng – RPR	\$ 409,835
Bond Counsel/Advisor	\$ 55,000
<u>Legal</u>	<u>\$ 10,000</u>
Total	\$6,583,000

Project Funds - Project funding is planned from the following sources:

- USDA Loan \$6,583,000

Any changes in funding sources following obligation of RUS funds must be reported to the processing official. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter.

American Iron and Steel Requirement (RUS Bulletin 1780-35) –

“Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) applies a new American Iron and Steel requirement to obligations made after May 5th, 2017, for FY17. If the Agency is subject to these requirements beyond FY17, the requirements as outlined in RUS Bulletin 1780-35 would be in effect as long as statutory requirements are mandated:

(1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks,

flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (in this section referred to as the “Secretary”) or the designee of the Secretary finds that—

- (a) applying the requirement would be inconsistent with the public interest;
- (b) iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (c) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.”

(1) Additional Language (not to be included in purchase agreements)

“Owners are ultimately responsible for compliance with AIS requirements and will be responsible for the following:

- (a) Signing Grant Agreements and Letters of Conditions, Agreements for Engineering Services and Executed Construction Contracts which include AIS language.
- (b) Signing change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledging responsibility for compliance with American and Iron Steel requirements.
- (c) Obtaining the certification letters from the consulting engineer upon substantial completion of the project and maintaining this documentation for the life of the loan.
- (d) Where the owner provides their own engineering and/or construction services, providing copies of engineers’, contractors’, and manufacturers’ certification letters (as applicable) to the Agency to insert into the Agency file. All certification letters must be kept in the engineer’s project file and on site during construction. For Owner Construction (Force Account), all clauses from Section 17 must be included in the Agreement for Engineering Services.
- (e) Where the owner directly procures iron and steel products, including AIS clauses in the procurement contracts and obtaining manufacturers’ certification letters and providing copies to consulting engineers and contractors.

Construction Completion Timeframe – This project should be completed within 5 years of obligation with all loan and grant funds disbursed. Construction of this project should begin within one year of obligation. You must keep the area office informed if there will be delays to this timeline due to property title work, weather delays, equipment ordering lead times, etc. If funds are not disbursed within five (5) years of obligation, you must submit to the Agency a written request for extension of time with adequate justification of circumstances beyond your control. Waiver requests for a time extension, beyond this 5 year period, is not guaranteed.

Disbursement of Funds – Agency funds will be disbursed into the borrower’s depository account through an electronic transfer system. SF 3881, “ACH Vendor/Miscellaneous Payment Enrollment Form,” must be completed and submitted to the Agency prior to advertising for bids.

Any applicant contribution will be the first funds expended, followed by other funding sources. Agency loan funds will be expended after all other funding sources unless a written agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first.

You must establish a construction account for all funds related to the project. Construction funds will be deposited with an acceptable financial institution or depository that meets the requirements of 31 CFR Part 202. A separate account will not be required for Federal funds and other funds; however, the recipient must be able to separately identify, report, and account for all Federal funds, including the receipt, obligation and expenditure of funds. Financial institutions or depositories accepting deposits of public funds and providing other financial agency services to the Federal Government are required to pledge adequate, acceptable securities as collateral, in accordance with 31 CFR Part 202. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the construction account at any one time. Your financial institution can provide additional guidance on collateral pledge requirements.

The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless:

1. Federal grant awards (includes all federal funding sources) are less than \$120,000 per year.
2. The best available interest bearing account would not be expected to earn in excess of \$500 per year will be submitted to the Agency at least quarterly as required in 7CFR3016.
3. The depository would require a minimum balance so high that it would not be feasible.
4. A foreign government or banking system prohibits or precludes interest-bearing accounts.

Cost Overruns – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds. Cost overruns exceeding 20% of the development cost at time of loan approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

Excess Funds - If bids are lower than anticipated at time of obligation, excess funds must be deobligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. In all cases, prior to start of construction, excess funds will be deobligated, with grant funds being deobligated first.

Use of Remaining Funds – When the project is substantially complete, and it appears that there will be remaining loan funds after all approved costs are paid, it is the policy of Rural Development (§1780.45(f)) to close out the project as follows:

1. Remaining funds may be used for eligible purposes as approved in the Preliminary Engineering Report and subsequent addendums, provided the use will not result in major changes to the facility(s) and the purpose of the project remains the same.
2. RUS loan funds that are not needed will be applied as an extra payment on the RUS indebtedness unless other disposition is required by bond ordinance, resolution, or State statute.

Security – The debt will be secured by a revenue bond as authorized under PA 94 of 1933, as amended. The bond will be fully registered as to both principal and interest in the name of the “United States of America”.

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with the RD Loan Resolution, applicable regulations, and law. In particular, there must be no defeasance or refinancing clause in conflict with the graduation requirements of 7 USC 1983 (c).

Additional security requirements are contained in RUS Bulletin 1780-27, “Loan Resolution (Public Bodies).” A draft of all security instruments, including draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The bond resolution and Loan Resolution must be duly adopted and executed prior to loan closing.

Qualified Status under Section 303(3) of Public Act 34 of 2011 – Prior to bidding, you and/or your bond counsel must verify that “Qualified Status” has been obtained or is ready to file an application with the Local Audit and Finance Division, Michigan Department of Treasury.

Loan Repayment – Your loan will be scheduled for repayment over a period of 40 years at the interest rate of 2.625%. The first interest payment will be scheduled no later than six months from the bond closing date.

The interest during construction will not be capitalized. Principal repayment will not be deferred.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing, whichever is less, unless you choose otherwise.

Payments will be made on the day your payment is due through an electronic preauthorized debit system. You will be required to complete Form RD 3550-28, “Authorization Agreement for Preauthorized Payments,” for all new and existing indebtedness to the Agency prior to loan closing. It will allow for your payment to be electronically debited from your account on the day the payment is due.

Reserves – Reserves must be properly budgeted to maintain the financial viability and sustainability of any operation. Reserves are important to fund unanticipated emergency maintenance and repairs, and assist with debt service thru a debt service reserve should the need arise. Reserves can also be established and maintained for the anticipated and expected expenses including but not limited to operation and maintenance and customer deposits.

The annual bond reserve requirement is determined to be **\$27,912**. This will accumulate at the rate of one-tenth of one annual payment per year until the balance is equal to **\$279,119**.

The annual Repair, Replacement and Improvement (RRI) reserve requirement is determined to be **\$0**.

Users – This letter of conditions is based upon you providing evidence or a certification that there will be at least 2,040 residential users and 203 commercial users on the system when construction has been completed. Rural Development funding commitment is based on providing service to a total of 2,243 users. Before the Agency can agree to the project being advertised for construction bids, you must

provide evidence or a certification that the total required number of users are currently using the system or signed up to use the system.

Water/Sewer User Agreements: Users will be required to execute, RUS Bulletin 1780-9, “Water Users Agreement” or similar agreement approved by the Agency prior to advertisement for construction bids. The amount of cash contributions required will be set by the applicant and concurred in by the Agency. Contributions should be an amount high enough to indicate sincere interest on the part of the potential user, but not so high as to preclude service to low income families. Contributions are ordinarily in the amount approximating one year’s minimum user fees and are paid in full before loan closing.

Proposed Operating Budget and User Rate Analysis - You must maintain a rate schedule that provides adequate income to meet the minimum requirements for operation and maintenance, debt service, and reserves. You will be required to submit a copy of your proposed annual operating budget and rate analysis to the Agency which supports the proposed loan repayment prior to the Agency giving you written authorization to proceed with the bidding phase. The operating budget should be based on a typical year cash flow after completion of the construction phase. Form RD 442-7, “Operating Budget” attached or similar form may be utilized for this purpose. The rate analysis will be required to show the number of users, their average consumption based on a twelve month consecutive average, and rate structure to support the necessary revenue to make the operating budget cash flow. It is expected that O&M will change over each successive year and user rates will need to be adjusted on a regular basis.

Assistance is available from technical assistance resources to help you evaluate and complete a rate analysis on your system. This assistance is available free to your organization. If you are interested please contact our office for phone numbers and contacts of these organizations

Insurance and Bonding Requirements - Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. The Agency strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of the Agency to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained. Insurance types described below are required to be continued throughout the life of the loan.

1. General Liability Insurance – Include vehicular coverage.
2. Workers’ Compensation - In accordance with appropriate State laws.
3. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. The minimum coverage acceptable to the Agency will be for each position to be bonded for an amount at least equal to one annual installment on your Agency loan(s). **The amount of coverage needed for this loan is \$279,119.** The amount of coverage should be discussed and approved by the Agency. Form RD 440-24, “Position Fidelity Bond” may be used for this purpose.
4. National Flood Insurance - If the project involves acquisition or construction in designated special flood or mudslide prone areas, you must purchase a flood insurance policy at the time of loan closing.

5. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.

System Management/System Management Agreements – If the project or system will be managed or operated by someone other than the applicant, a management agreement must be approved by Rural Development. A draft, unsigned agreement must contain items listed in RUS Bulletin 1780-8 “Minimum Suggested Contents of Management Agreements” and be submitted to Rural Development for concurrence prior to execution of contract.

Conflict of Interest Policy – Prior to closing of loan, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant’s governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant’s official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or Internal Revenue Service Form 1023, Appendix A, “Sample Conflict of Interest Policy,” at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Restrictions on Lobbying - In order to comply with 2 CFR Part 400, Subtitle B, Chapter IV, Part 418, (Authority - 31 U.S.C. 1352, 5 U.S.C. 301), which prohibits applicants and recipients of Federal contracts, grants and loans from using Federal appropriated funds for lobbying, the Federal Government in connection with the award of a specific contract, grant or loan, the **Applicant**, and all contractors and subcontractors must:

1. Execute RD Instruction 1940-Q, “Certification for Contracts, Grants and Loan.”
2. Complete Standard Form LLL, "Disclosure of Lobbying Activities", if they have made, or agreed to make payment, using funds other than Federal appropriated funds, to influence or attempt to influence a decision in connection with the contract.
3. The Certification (and, if appropriate, the Disclosure) must be provided to USDA, Rural Development.

Accounting Services - You may be required to obtain the services of an independent licensed Certified Public Accountant (CPA). When permitted by state statutes or with the approval of the Agency, a state or Federal auditor may perform the audit in lieu of a CPA.

Audit Agreement - You must enter into a written audit agreement with the auditor and submit a copy to the Agency prior to advertisement of bids. The audit agreement may include terms and conditions that the borrower and auditor deem appropriate; however, the agreement should include the type of audit or financial statements to be completed, the time frame in which the audit or financial statements will be completed, what type of reports will be generated from the services provided and how irregularities will be reported.

Annual Financial Report/Audit Requirements - You are required to submit an annual financial report at the end of each fiscal year. The annual report will be certified by the appropriate organization official, and will consist of financial information and a rate schedule. Financial statements must be prepared on the accrual basis of accounting in accordance with generally accepted accounting principles (GAAP), and must include at a minimum a balance sheet and income and expense statement. The annual report will include separate reporting for each water and waste disposal facility, and itemize cash accounts by type (debt service, short-lived assets, etc.) under each facility. All records, books and supporting material are to be retained for three years after the issuance of the annual report.

The type of financial information that must be submitted is specified below:

1. **Audits** – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from www.ecfr.gov. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law.

Filing Date Requirements:

Annual Audit Reports: – 6 months after the fiscal year end to State of Michigan Treasury Department and USDA, Rural Development.

Single Audit Reports: – Within 30 calendar days after receipt of the auditor’s report, but no later than nine (9) months after the end of the audit period.

2. **Financial Statements** – If you expend less than \$750,000 in Federal financial assistance per fiscal year, you may submit financial statements in lieu of an audit which include at a minimum a balance sheet and an income and expense statement. You may use Form RD 442-2, “Statement of Budget, Income and Equity,” and 442-3, “Balance Sheet,” or similar format to provide the financial information. The financial statements must be signed by the appropriate borrower official and submitted within 60 days of your fiscal year end.
3. **Quarterly Reports** – Quarterly Income and Expense Statements will be required until the processing office waives this requirement. You may use Form RD 442-2 or similar format to provide this information, and the reports are to be signed by the appropriate borrower official

and submitted within 30 days of each quarter's end. The Agency will notify you in writing when the quarterly reports are no longer required.

Annual Budget and Projected Cash Flow - Thirty days prior to the beginning of each fiscal year, you will be required to submit an annual budget and projected cash flow to this office. You will also be required to provide a current rate schedule, a current listing of the Board or Council Members and their terms.

System for Award Management (www.sam.gov) - You will be required to maintain a Unique Entity ID (UEI) and maintain an active registration in the System for Award Management (SAM) database from the time of application until the loan/grant is no longer active. Renewal can be done on-line at: <https://www.sam.gov> This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended. To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to one month to renew. The registration process may take up to one month. (See 2 CFR Part 25 and the "Help" section at <http://sam.gov>).

Litigation - You are required to notify the Agency within 30 days of receiving notification of being involved in any type of litigation prior to loan closing or start of construction, whichever occurs first. Additional documentation regarding the situation and litigation may be requested by the Agency.

Vulnerability Assessments (VA) and Emergency Response Plans (ERP) – The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The VA/ERP documents themselves are not submitted to the Agency. The VA/ERP must address potential impacts from natural disasters and other emergency events. In particular, it should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every three years at a minimum.

Technical assistance at no cost is available in preparing these documents.

Applicable State Statutes and Requirements – Evidence must also be provided indicating your system has a licensed operator, meeting State requirements, will be available prior to the system becoming operational or a suitable supervisory agreement with a licensed operator is in effect.

Technical, Managerial and Financial Capacity - It is required that the applicant possesses the necessary technical, managerial, and financial capacity skills to consistently comply with pertinent Federal and State laws and requirements. Technical assistance providers are available to provide this training for your organization, often at no cost.

Statutory and National Policy Requirements – As a recipient of Federal funding, you are required to comply with U.S. statutory and public policy requirements, including but not limited to:

- a. **Section 504 of the Rehabilitation Act of 1973** – Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Agency financial assistance.

- b. **Civil Rights Act of 1964** – All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and 7 CFR 1901, Subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by Paragraph 1901.202(e) of this Title.
- c. **The Americans with Disabilities Act (ADA) of 1990** – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications.
- d. **Age Discrimination Act of 1975** – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- e. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.”
- f. **Controlled Substances Act (CSA)** – The Agency is prevented from financing projects that are involved in the manufacture importation, possession, use and distribution of substances considered illegal under Federal Law. Further, the Agency cannot knowingly take revenues generated from illegal activities.

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during regular compliance reviews.

Initial Compliance Review - The Agency will conduct an initial compliance review of the borrower prior to loan closing or start of construction, whichever occurs first, in accordance with 7 CFR 1901, Subpart E.

The Agency will conduct regular compliance reviews of the borrower and its operation in accordance with 7 CFR Part 1901, Subpart E, and 36 CFR 1191, Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines. Compliance reviews will typically be conducted in conjunction with the security inspections described in this letter. If beneficiaries (users) are required to complete an application or screening for the use of the

facility or service that you provide, you must request and collect data by race (American Indian or Alaska Native, Asian, Black or African American, White); ethnicity (Hispanic or Latino, Not Hispanic or Latino); and by sex. The Agency will utilize this data as part of the required compliance review.

Property Rights - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights-of-way needed for the project. Acquisitions of necessary land and rights must be accomplished in accordance with the Uniform Relocation and Real Property Acquisition Act. Such evidence of control over the lands and rights must be in the following forms:

Property Acquisitions - Applicants are responsible for acquisition of all property rights necessary for the project and will determine that prices paid are reasonable and fair.

Right-of-Ways - A rights-of-way map will be required showing clearly the location of all lands and rights-of-way needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof. A certification and legal opinion relative to title to rights-of-way and easements is required. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way", and Form RD 442-21, "Rights-of-Way Certificate" are to be used. These forms may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, new forms must be provided which do not provide for any exceptions.

Legal Services – You have been required to execute a legal services agreement with your attorney, if applicable, for any legal work needed in connection with this project. The agreement should stipulate an hourly rate for the work, with a "not to exceed" amount for the services, including reimbursable expenses. RUS Bulletin 1780-7, "Legal Services Agreement," or similar format may be used. The Agency will provide concurrence prior to advertising for bids. Any changes to the fees or services spelled out in the original agreement must be reflected in an amendment to the agreement and have prior Agency concurrence.

Title Work – All title opinions and/or title commitments should be coordinated with the color-coded right-of-way map. An opinion of title is required on all land essential to the successful operation of the system. This includes land owned, optioned, or easements where major structures, other than pipe material or small on-site pumps or tanks, exist or are to be built.

1. (Preliminary Title Opinions) Form RD 1927-9, "Preliminary Title Opinion" along with copies of deeds, contracts or options for any lands needed other than rights-of-way, may be used for each property currently owned or to be acquired. The title search period must cover a minimum of 40 years, be unqualified, and not contain any restrictions, including reverter clauses, which will adversely affect the system. (Water projects only) If the purchase of water rights are required for this project, then "Schedule B" outlining said water rights must be attached to the opinion. (Title Commitments) A title insurance commitment will be required on all real estate now owned and property to be acquired in connection with this project. Title insurance commitments must be owner's policies and equal the value of the property as improved. The commitment will name the borrower as the proposed insured. Any exceptions must be reviewed by the attorney, who must provide certification that the exceptions will not adversely affect the operation and maintenance of the facility.

2. (Final Title Opinion) Form RD 1927-10, "Final Title Opinion" - On the day of loan closing, your attorney must furnish a separate final title opinion on all existing land(s) and those to be acquired on the day of loan closing.

(Final Title Policy) – At or immediately after loan closing, a Title Insurance Policy showing no exceptions that would adversely affect the use of the real property in connection with the proposed project must be provided.

Engineering Services – You have been required to complete an Agreement for Engineering Services, which should consist of the Engineers Joint Contract Documents Committee (EJCDC) documents as indicated in RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Documents on Water and Waste Projects with RUS Financial Assistance," or other approved form of agreement. The Agency will provide concurrence prior to advertising for bids, and must approve any modifications to this agreement.

The Agency must approve any agreements and modifications to agreements for professional engineering services. The engineer must also provide a copy of all insurance. The engineer must also provide Form AD-1048 "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" and copy of all insurance.

Resident Inspector(s) – Full-time inspection is required unless a written exception is made by the Agency upon your written request. This service is to be provided by the consulting engineer or other arrangements as approved by the Agency. Prior to the pre-construction conference, a resume of qualifications of the resident inspector(s) will be submitted to the owner and Agency for review and approval. The owner will provide a letter of acceptance for all proposed observers to the engineer and Agency. The resident inspector(s) must attend the pre-construction conference.

Suspension and Debarment Screening – You will be asked to provide information on the principals of your organization. Agency staff must conduct screening for suspension and debarment of the entity, as well as its principals through the Do Not Pay Portal.

- a. Principal –
 - i. An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
 - ii. A consultant or other person, whether or not employed by the participant or paid with federal funds, who –
 1. Is in a position to handle federal funds;
 2. Is in a position to influence or control the use of those funds; or,
 3. Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR §180.995)

In accordance with 2 CFR Part 180, Subpart C, as a condition of the transaction and the responsibilities to persons at the next lower tier with whom you enter into transactions, you must conduct screening for suspension and debarment of lower tier recipients (e.g., vendors, contractors, etc.).

Environmental Requirements - Mitigation - At the conclusion of the proposal's environmental review process no specific actions were determined necessary to avoid or minimize adverse environmental impacts. The project as proposed has been evaluated to be consistent with the National Environmental

Policy Act. Other Federal, State, tribal, and local laws, regulations and or permits may apply or be required. If the project or any project element deviates from or is modified from the originally-approved project, additional environmental review may be required.

Risk and Resilience Assessment/Emergency Response Plan (RRA/ERP) –The Agency requires all financed water and wastewater systems to have a RRA/ERP in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operation, and a certification that an RRA is complete must be submitted within one year of the start of operation. Borrowers with existing systems must provide a certification that an RRA/ERP has been completed prior to advertising for bids. Technical assistance is available in preparing these documents at no cost to you.

Before funds are drawn, you should have in place a cybersecurity plan, a supply chain plan, and a plan to comply with cybersecurity requirements of the National Institute of Standards and Technology and the Cybersecurity and Infrastructure Security Agency. These items should be addressed in the RRA/ERP.

The RRA/ERP documents themselves are not submitted to the Agency. The RRA/ERP must address potential impacts from natural disasters and other emergency events. It should include plans to address impacts of flash flooding in areas where severe drought or wildfires occur. The documents should be reviewed and updated every five years at a minimum.

Permits – The owner, contractor or responsible party will be required to obtain all required permits for the project, prior to advertising for bids. The consulting engineer must submit written evidence that all applicable permits required prior to construction have been obtained with submission to the Agency of the final plans, specifications, and bid documents.

Contract Documents, Final Plans and Specifications - The contract documents should consist of the EJCDC Construction Contract Documents as indicated in RUS Bulletin 1780-26 or other approved form of agreement.

The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

The use of any procurement method other than competitive bidding must be requested in writing and approved by the Agency.

The Agency requires prior agency concurrence with all Change Orders, Invoices, and Payment Estimates.

Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61(b).

Payments – Prior Agency concurrence is required for all Invoices and Partial Payment Estimates before Agency funds will be released. Requests for payment related to a contract or service agreement will be signed by the owner, project engineer, and contractor or service provider prior to Agency concurrence.

Invoices not related to a construction contract or service agreement will include the owner's written concurrence.

Inspections - The Agency requires a pre-construction conference, pre-final and final inspections, and a warranty inspection. This office will be conducting periodic construction inspections. If, at any time, during project monitoring there is any indication that construction is not being completed in accordance with the plans and specifications, or timeframes of substantial and final completion, the processing office will notify the state engineer and also the consulting engineer.

Warranty Inspections - Your engineer will schedule a warranty inspection with the contractor and the Agency before the end of the warranty period to address and/or resolve any warranty issues. The Agency will conduct an inspection of your records management system at the same time, and will continue to inspect the facility and your records system every three years for the life of the loan.

Preconstruction Conference – A preconstruction conference will be held prior to the issuance of the Notice to Proceed. The consulting engineer will review the planned development with the Agency, owner, resident inspector, attorney, contractor, other funders, and other interested parties, and will provide minutes of this meeting to the owner and Agency.

Bid Authorization - Once all the conditions outlined in this letter have been met, the Agency may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide the Agency with the following:

1. Bid tabulation
2. Consulting engineer's evaluation of bids and award of contract recommendation to the owner
3. Your recommendations for contract awards.
4. Revised project budget including bid award amounts.

Bid Tabulation – Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of Section III of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued to you setting forth any further requirements that must be met before a Notice of Award may be issued.

Graduation - By accepting this loan, you are also agreeing to refinance (graduate) the unpaid loan balance in whole, or in part, upon request of the Government. If at any time the Agency determines you are able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms, you will be requested to refinance. Your ability to refinance will be assessed every other year for those loans that are five years old or older.

Other Requirements – All requirements contained in the Agency's closing instructions, as well as any requirements of your bond counsel and/or attorney, must be met prior to loan closing.

Non-compliance with the conditions in this letter or requirements of your security documents will be addressed under the provisions of 7 CFR 1782 and other applicable regulations, statutes, and policies.

We look forward to working with you to complete this project. Please contact Kina McDonough at kina.mcdonough@usda.gov or 517-883-6158 if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Valarie Handy". The signature is written in a cursive style with a long horizontal stroke at the end.

Valarie Handy
Director, Community Programs

cc: RD Area Office – Kina McDonough and Cheryl Holm
Local Attorney – Simon, Figura, Parker – Michael Gildner
Bond Counsel – Miller Canfield – Jeffrey Arnoff
Engineer – OHM Advisors – Andrew Harris

Swartz Creek City, County of Genesee, State of Michigan

DRAFT

Millage Impact Analysis - Assumes 1.00% Taxable Value Growth

Fiscal Year	Bond Issue #1 - 2017 Street Bonds				Bond Issue #2 - 2023 Street Bonds - \$4,900,000				Annual Debt Service	Tax Levy July 1	Taxable Value [3]	Millage Required [4]
	Interest Payment November 1	Principal Payment May 1	Interest Payment May 1	Interest Rate	Interest Payment November 1 [1]	Principal Payment November 1 [1]	Interest Payment May 1 [1]	Interest Rate [2]				
2022/23	9,894	150,150	9,894	2.100%					\$169,937	2022	173,732,998	0.9782
2023/24	8,317	157,850	8,317	2.300%	130,830	130,000	128,100	4.20%	563,414	2023	175,470,328	3.2109
2024/25	6,502	161,700	6,502	2.500%	128,100	145,000	124,946	4.35%	572,750	2024	177,225,031	3.2318
2025/26	4,480	165,550	4,480	2.650%	124,946	155,000	121,459	4.50%	575,916	2025	178,997,282	3.2175
2026/27	2,287	169,400	2,287	2.750%	121,459	170,000	117,506	4.65%	582,939	2026	180,787,254	3.2244
2027/28					117,506	365,000	108,746	4.80%	591,253	2027	182,595,127	3.2381
2028/29					108,746	385,000	99,218	4.95%	592,964	2028	184,421,078	3.2153
2029/30					99,218	410,000	88,763	5.10%	597,980	2029	186,265,289	3.2104
2030/31					88,763	445,000	77,081	5.25%	610,844	2030	188,127,942	3.2470
2031/32					77,081	470,000	64,391	5.40%	611,473	2031	190,009,221	3.2181
2032/33					64,391	500,000	50,516	5.55%	614,908	2032	191,909,314	3.2042
2033/34					50,516	535,000	35,269	5.70%	620,785	2033	193,828,407	3.2028
2034/35					35,269	575,000	18,450	5.85%	628,719	2034	195,766,691	3.2116
2035/36					18,450	615,000		6.00%	633,450	2035	197,724,358	3.2037
	\$31,480	\$804,650	\$31,480		\$1,165,275	\$4,900,000	\$1,034,445		\$7,967,329			

[1] Bond issue size of \$4,900,000. Bonds dated May 1, 2023.
 Interest paid semi-annually on May 1 and November 1, beginning November 1, 2023.
 Principal paid annually on May 1, beginning May 1, 2024.

[2] Estimated interest rates based on current market.

[3] 2022 Taxable Value per City: 173,732,998
 Estimated annual growth = 1.00%
 2023 Taxable Value Estimate = 175,470,328

Swartz Creek City, County of Genesee, State of Michigan

Millage Impact Analysis - Assumes 1.00% Taxable Value Growth

DRAFT

Fiscal Year	Bond Issue #1 - 2017 Street Bonds				Bond Issue #2 - 2023 Street Bonds - \$4,900,000				Annual Debt Service	Tax Levy July 1	Taxable Value [3]	Millage Required [4]
	Interest Payment November 1	Principal Payment May 1	Interest Payment May 1	Interest Rate	Interest Payment November 1 [1]	Principal Payment November 1 [1]	Interest Payment May 1 [1]	Interest Rate [2]				
2022/23	9,894	150,150	9,894	2.100%					\$169,937	2022	173,732,998	0.9782
2023/24	8,317	157,850	8,317	2.300%	112,230	140,000	109,815	3.45%	536,529	2023	175,470,328	3.0577
2024/25	6,502	161,700	6,502	2.500%	109,815	150,000	107,115	3.60%	541,633	2024	177,225,031	3.0562
2025/26	4,480	165,550	4,480	2.650%	107,115	165,000	104,021	3.75%	550,647	2025	178,997,282	3.0763
2026/27	2,287	169,400	2,287	2.750%	104,021	175,000	100,609	3.90%	553,604	2026	180,787,254	3.0622
2027/28					100,609	365,000	93,218	4.05%	558,826	2027	182,595,127	3.0605
2028/29					93,218	385,000	85,133	4.20%	563,350	2028	184,421,078	3.0547
2029/30					85,133	410,000	76,215	4.35%	571,348	2029	186,265,289	3.0674
2030/31					76,215	445,000	66,203	4.50%	587,418	2030	188,127,942	3.1224
2031/32					66,203	470,000	55,275	4.65%	591,478	2031	190,009,221	3.1129
2032/33					55,275	500,000	43,275	4.80%	598,550	2032	191,909,314	3.1189
2033/34					43,275	530,000	30,158	4.95%	603,433	2033	193,828,407	3.1132
2034/35					30,158	565,000	15,750	5.10%	610,908	2034	195,766,691	3.1206
2035/36					15,750	600,000		5.25%	615,750	2035	197,724,358	3.1142
	\$31,480	\$804,650	\$31,480		\$999,015	\$4,900,000	\$886,785		\$7,653,409			

[1] Bond issue size of \$4,900,000. Bonds dated May 1, 2023.
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Swartz Creek City, County of Genesee, State of Michigan

Millage Impact Analysis - Assumes 1.00% Taxable Value Growth

DRAFT

Fiscal Year	Bond Issue #1 - 2017 Street Bonds				Bond Issue #2 - 2023 Street Bonds - \$6,400,000				Annual Debt Service	Tax Levy July 1	Taxable Value [3]	Millage Required [4]
	Interest Payment November 1	Principal Payment May 1	Interest Payment May 1	Interest Rate	Interest Payment November 1 [1]	Principal Payment November 1 [1]	Interest Payment May 1 [1]	Interest Rate [2]				
2022/23	9,894	150,150	9,894	2.100%					\$169,937	2022	173,732,998	0.9782
2023/24	8,317	157,850	8,317	2.300%	169,770	205,000	165,881	4.20%	715,135	2023	175,470,328	4.0755
2024/25	6,502	161,700	6,502	2.500%	165,881	220,000	161,096	4.35%	721,681	2024	177,225,031	4.0721
2025/26	4,480	165,550	4,480	2.650%	161,096	240,000	155,696	4.50%	731,303	2025	178,997,282	4.0856
2026/27	2,287	169,400	2,287	2.750%	155,696	260,000	149,651	4.65%	739,321	2026	180,787,254	4.0895
2027/28					149,651	460,000	138,611	4.80%	748,263	2027	182,595,127	4.0979
2028/29					138,611	490,000	126,484	4.95%	755,095	2028	184,421,078	4.0944
2029/30					126,484	525,000	113,096	5.10%	764,580	2029	186,265,289	4.1048
2030/31					113,096	560,000	98,396	5.25%	771,493	2030	188,127,942	4.1009
2031/32					98,396	595,000	82,331	5.40%	775,728	2031	190,009,221	4.0826
2032/33					82,331	640,000	64,571	5.55%	786,903	2032	191,909,314	4.1004
2033/34					64,571	685,000	45,049	5.70%	794,620	2033	193,828,407	4.0996
2034/35					45,049	735,000	23,550	5.85%	803,599	2034	195,766,691	4.1049
2035/36					23,550	785,000		6.00%	808,550	2035	197,724,358	4.0893
	\$31,480	\$804,650	\$31,480		\$1,494,184	\$6,400,000	\$1,324,414		\$10,086,207			

[1] Bond issue size of \$6,400,000. Bonds dated May 1, 2023.
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Swartz Creek City, County of Genesee, State of Michigan

Millage Impact Analysis - Assumes 1.00% Taxable Value Growth

DRAFT

Fiscal Year	Bond Issue #1 - 2017 Street Bonds				Bond Issue #2 - 2023 Street Bonds - \$6,400,000				Annual Debt Service	Tax Levy July 1	Taxable Value [3]	Millage Required [4]
	Interest Payment November 1	Principal Payment May 1	Interest Payment May 1	Interest Rate	Interest Payment November 1 [1]	Principal Payment November 1 [1]	Interest Payment May 1 [1]	Interest Rate [2]				
2022/23	9,894	150,150	9,894	2.100%					\$169,937	2022	173,732,998	0.9782
2023/24	8,317	157,850	8,317	2.300%	145,601	225,000	141,720	3.45%	686,805	2023	175,470,328	3.9141
2024/25	6,502	161,700	6,502	2.500%	141,720	240,000	137,400	3.60%	693,823	2024	177,225,031	3.9149
2025/26	4,480	165,550	4,480	2.650%	137,400	255,000	132,619	3.75%	699,530	2025	178,997,282	3.9080
2026/27	2,287	169,400	2,287	2.750%	132,619	275,000	127,256	3.90%	708,849	2026	180,787,254	3.9209
2027/28					127,256	470,000	117,739	4.05%	714,995	2027	182,595,127	3.9157
2028/29					117,739	500,000	107,239	4.20%	724,978	2028	184,421,078	3.9311
2029/30					107,239	525,000	95,820	4.35%	728,059	2029	186,265,289	3.9087
2030/31					95,820	560,000	83,220	4.50%	739,040	2030	188,127,942	3.9284
2031/32					83,220	590,000	69,503	4.65%	742,723	2031	190,009,221	3.9089
2032/33					69,503	630,000	54,383	4.80%	753,885	2032	191,909,314	3.9283
2033/34					54,383	665,000	37,924	4.95%	757,306	2033	193,828,407	3.9071
2034/35					37,924	710,000	19,819	5.10%	767,743	2034	195,766,691	3.9217
2035/36					19,819	755,000		5.25%	774,819	2035	197,724,358	3.9187
	\$31,480	\$804,650	\$31,480		\$1,270,241	\$6,400,000	\$1,124,640		\$9,662,490			

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[3] 2022 Taxable Value per City: 173,732,998
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 2023 Taxable Value Estimate = 175,470,328

Phone: (810) 635-4464

Fax: (810) 635-2887



Where Friendships Last Forever

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 10/30/22 Reservation location: Holland Square

One time event

Recurring event

Name of Responsible Party: Swartz Creek Chamber of Commerce

Address: 5023 Holland DR. Phone: 810-553-9221

City: Swartz Creek Zip Code: 48473

Nature of Activity: Trunk R Treat / Car Show Approx. # Attendees 200

Arrival Time: 11:30 am Departure Time: 3:30 pm

Responsible Party Signature: _____

E-Mail Address: David@DJMAYERS.com

Proof of Insurance Provided

Please check all that will be needed

Water

Waste collection

Electricity

Other Services – Specify: _____

I have received a copy of the Plaza Rules: 

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____
City Council Packet

Date October 10, 2022

Please use this page for any additions or details.

See attached

Dragon's Cruise



Est 2022
810-449-3150

The Swartz Creek Chamber of Commerce and Dragon's Cruise, a non profit charitable organization, are working together to host free, family friendly events in Downtown Swartz Creek as a service to the community and to raise funds for other charitable organizations. We are seeking to bring more awareness to our town and to support all local businesses. The Swartz Creek Chamber of Commerce and Dragon's Cruise will follow all city and state guidelines for all events.

We are applying to the City of Swartz Creek for a street closure for Holland Drive from Miller to Ingalls as well as a Municipal Property Reservation for Holland Square. We are proposing to host a free trunk or treat on Sunday October 30th 2022 Noon to 3pm. This event is open to any and all vehicles and we are asking all drivers to bring candy to hand out to the children.

10/4/2022

The Swartz Creek Chamber of Commerce
Dragon's Cruise

Dragon's Cruise



Est 2022
810-449-3150

Additional details for City of Swartz Creek Municipal Property
Reservation Application for Holland Square

The Swartz Creek Chamber of Commerce & Dragon's Cruise, a non profit, charitable entity are looking to hold a Trunk or Treat event on Sunday October 30th 2022 12pm - 3pm

Holland Square will be utilized for DJ, portable toilets and parking as needed. Portable toilet runs \$130 from R&D to be set up in Holland Square.

We will have 4 volunteers to park vehicles and for traffic control.

We will have live DJ music with Reverend Jason M Dover. We will have a 50/50 raffle to benefit a local charity.

We are in hopes that local businesses will remain open and will join in the festivities.

We thank you for your consideration. Please come out to join us!

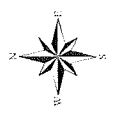
10/4/2022

The Swartz Creek Chamber of Commerce
Dragon's Cruise

Proposed Street Closure for Trunk B Treat of Holland St & Holland Dr



City of Swartz Creek Downtown & Schools



CITY OF SWARTZ CREEK
PLAZA AND LOT USAGE GUIDELINES

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek Plaza, located at 5012 Holland Drive. The city council may apply these rules to other city parking lots and alleys at its discretion.

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
 - 1) No business or individual shall have an ongoing vested interest in the use of parking.
 - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
 - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
 - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
 - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza, unless part of a council approved event.
3. **PROHIBITED USES AND ACTS.** No person shall engage in:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
 - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any plaza or parking lot except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which they own or have permission to control to be brought within the confines of any plaza unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for plaza property.
 - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
 - 8) *Drunkness, alcoholic liquors.* No person shall enter, be in or remain on public property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon plaza property, unless part of a council approved event.
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or temporary or permanent toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

- 10) *Sleeping*. No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.
 - 11) *Dumping*. No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) *Posted signs, rules and regulations*. No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the plaza.
 - 13) *Public meetings, parades*. No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the plaza without the express consent and written approval of the city manager.
 - 14) *Advertisements*. No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any public property unless related to an approved event.
 - 15) *Offering articles for sale*. No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the plaza without permission from the city manager.
 - 16) *Inflatable play equipment*. Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES**. No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging their duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
5. **PLAZA RESERVATIONS**. Applicants may be permitted the use of the plaza, including control during hours the plaza is typically closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' activities are conducted to minimize interference with the use of adjacent properties and businesses.
 - 5) Fees shall be set by resolution of the city council. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the plaza by the public unless such charge is approved by the city council in advance.
 - 7) Reservations for annual events can be granted by the city council beginning December 1 of the previous calendar year.
 - 8) All permits shall require the permittee to clean up the plaza after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 9) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, provided that such permit is on official forms when presented.
 - 10) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 6) **VENDING**. Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 7) **PUBLIC NOTICE**. The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.



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

DATE OF REQUEST: October 30, 2022

SPONSOR ORGANIZATION: Swartz Creek Chamber of Commerce

X AUTHORIZED REPRESENTATIVE: _____

WORK ADDRESS: 5023 Holland Dr. Swartz Creek HOME ADDRESS: 11359 Brooks Rd, Lennon

PHONE NO: WORK (810) 771-2100 HOME: () None CELL: (810) 845-8540

X EMAIL ADDRESS: David @ DJMAYERS.com

TYPE OF EVENT: (check box)

PARADE ** (Draw Route on Attached Map)

FOOT/BIKE RACE

CONCERT

CARNIVAL

CRAFT SHOW

OTHER: _____

DATE OF EVENT: 10/30/22

TIME OF EVENT: FROM: 12 ^{noon} AM/PM TO: 3 AM/PM

ESTIMATED NUMBER OF PARTICIPANTS: 50 to 200

DESCRIPTION OF EVENT; NOTE STREETS REQUESTED TO BE CLOSED/USED:

Dragon's Cruise which will be a Trunk R Treat event held on Holland Square and Holland Dr. Live music and candy will be available for all who participate during this event. See attached.

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

FOR: Swartz Creek Chamber
(Organization)

X BY: [Signature]
(Authorized Representative)

APPROVED BY: _____
(Chief of Police)

(Street Administrator)

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

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

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

CITY OF SWARTZ CREEK
STREET APPLICATION
CHECKLIST

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

**CITY OF SWARTZ CREEK
PARADE REGULATIONS**

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

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

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

By: N/A For: N/A
(Event Coordinator or Representative) (Organization)