City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry Jr.
Patrice Schornak
Sherry Stein

FRASER CITY COUNCIL AGENDA
CITY COUNCIL CHAMBERS
33000 GARFIELD, FRASER, MI 48026
THURSDAY, FEBRUARY 8, 2024 - 6:30 P.M

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL OF COUNCIL MEMBERS**
4. **APPROVAL OF AGENDA**
5. **CITIZEN PARTICIPATION ON AGENDA ITEMS**
6. **CONSENT AGENDA**
   a. City Council Meeting Minutes January 9, 2024
   b. City Council Meeting Minutes January 11, 2024
   c. Election Commission Meeting Minutes October 12, 2023
   d. Recreation Commission Meeting Minutes December 5, 2023
   e. Planning Commission Meeting Minutes December 6, 2023
   f. Zoning Board of Appeals Meeting Minutes December 7, 2023
   g. Civil Service Commission Meeting Minutes December 11, 2023
   h. Check Disbursements
   i. Revenue and Expenditure Report
7. **NEW BUSINESS**
   a. Eagle Scout Myron Kruzel Recognition – Arbor/Arch at McKinley Park Sensory Garden
   b. Board of Review Appointment – Brian Krause
   c. IFT Public Hearing – Fairway Packing
   d. CDBG Public Service Allocation
   e. CDBG Bricks & Mortar Grant Application
   f. Audit Presentation
   g. Garfield Road Cost Share Agreement – REVISED
   h. Leaf Pickup Program
   i. FY 2023-2024 Budget Amendments
   j. FY 2024-2025 Budget Timeline
   k. FY 2024-2025 Budget Planning
   l. OPEB Actuarial Services Proposal
   m. Resolution Opposing State Water Affordability Legislation
   n. Marijuana Law Update

8. RETURNING BUSINESS

a. Labor Attorney RFP

9. REPORT OF CITY ADMINISTRATION

10. REPORT OF MAYOR AND CITY COUNCIL

11. CITIZEN PARTICIPATION

12. ADJOURNMENT

THE CITY OF FRASER WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON FOUR DAYS NOTICE TO CINDI GREENIA, CITY CLERK AT (586) 293-3100.
IT IS THE POLICY OF THE CITY OF FRASER THAT NO PERSON, ON THE BASIS OF RACE, CREED, COLOR, RELIGION, NATIONAL ORIGIN, OR ANCESTRY, AGE, SEX, MARITAL STATUS, OR DISABILITY SHALL BE DISCRIMINATED AGAINST, EXCLUDED FROM PARTICIPATION, DENIED THE BENEFITS OF, OR OTHERWISE SUBJECTED TO DISCRIMINATION IN ANY PROGRAM OR ACTIVITY FOR WHICH IT IS RESPONSIBLE.

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Patrice Schornak
Sherry Stein

FRASER CITY COUNCIL
SPECIAL WORK SESSION MEETING
CITY COUNCIL CHAMBERS
TUESDAY, JANUARY 9, 2024
6:30 P.M. --- DRAFT

1. CALL TO ORDER

Mayor Lesich called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Lesich led the Pledge of Allegiance.

3. ROLL CALL OF COUNCIL MEMBERS

PRESENT: Baranski, Lesich, O'Dell, Perry, Stein, Sutherland

ABSENT: Schornak

OTHERS: City Manager Leven, Attorney Don DeNault, City Clerk Greenia

Motion by Lesich supported by Sutherland to excuse Council Member Schornak from the meeting.

AYES: Baranski, Lesich, O'Dell, Perry, Stein, Sutherland
NAYS: None

Motion Carried

4. APPROVAL OF AGENDA

Motion by O'Dell supported by Stein to approve the agenda for the January 9, 2024 City Council Works Session as presented.

AYES: Baranski, Lesich, O'Dell, Perry, Stein, Sutherland
NAYS: None

Motion Carried

5. COUNCIL WORKSHOP

City Manager Leven opened the meeting by indicating the purpose was to review general rules and guidelines regarding how City Council and City Administration work together for a better City of Fraser. She then reviewed the agenda and the items that would be discussed.

Attorney DeNault stated he would be reviewing the packet in front of each of them. He added they should feel free to interrupt at any time with questions. He was hoping this would be a comfortable discussion amongst everyone and a learning opportunity for all.

a. Council/Manager Roles

Attorney DeNault reviewed the history of the City and its form of government. City Council sets policy and gives direction, the City Manager and other City Administration see to the day to day operation of the City.

Review was had of the City Manager's authority to hire within the City. There were certain offices, by Charter, that needed City Council approval for hire. Council Member Baranski interjected that the City Council had adopted a policy wherein they actually have input on other hires as well as those in the Charter.

The City Manager is the boss of all employees. They all answer to her. If employees were made to choose between answering to a City Council member or answering to the City Manager they would have to answer to the City Manager.

City Council has the right to gather information. This was something that was a good practice.

When needing something from City employees it's best to go through the City Manager. She can request the information from them and forward it to you. It's a good way to address questions so that the City Manager is aware that City Council might be looking for something and perhaps she can help. City Clerk Greenia added that she felt it was always a good practice to copy the City Manager on any emails to employees. Many times, she can answer the question or request faster than the employee.

Mr. DeNault stated that City Council members needed to be mindful not to put city employees in an uncomfortable position by asking them to do something or for information. Always go through the City Manager.

b. Council Rules and Procedures

Mr. DeNault began this item by noting that City Council was the legislative branch of the government so to speak. They would decide how we wanted to do business as a City.

He briefly covered the Open Meetings Act. It was a state law that basically states public bodies must make their decisions and deliberate in public. A short discussion was had on closed session. He shared with City Council that during public participation in a meeting it was not always a good practice to go back and forth with a resident. The public has statutory rights, but their public comments and the manner in which City Council deals with them is not about Freedom of Speech.

Discussion was had on the minutes of Council and Board meetings. The only requirement, really, was what action was taken at the meeting. In certain instances, more facts that were presented at the meeting can be helpful.

Discussion was had on voting and fiduciary duties. City Council members are fiduciaries/caretakers of the City. They should all feel free to bring their life experiences with them to the meeting and enter discussion based on those. City Council members had an obligation to vote on items before them.

City Council took a short break at 8:15 p.m.
City Council reconvened at 8:27 p.m.

c. Parliamentary Procedure and Council Decorum

Mr. DeNault begin this item by stating that both MML and the MSU Extension had some great literature on this subject matter. Council uses “Robert’s Rules of Order” during their meetings. However they have also adopted some of their own rules.

Everything is supposed to funnel through the Chair/Mayor at meetings. Courtesy and professionalism are always expected.

d. Budgetary Process

Mr. DeNault reviewed the Charter requirements regarding adoption of the annual budget. He stated that adopted budget does not give approval to necessarily spend the money in it, but it allows for the possibility of spending that money. Many items will still come before City Council for their approval before purchase is made.

He referred to the spending limit of the City Manager according to Ordinance at $7,500. This was from an Ordinance that was adopted in 2001. Discussion was had on revisiting that Ordinance and adjusting that amount.

City Manager Leven then went over some items regarding the budget. She explained the fund balance and how that came into play each year. Discussion was had on what was considered a good percentage of the fund balance for the City to have. She shared with City Council that when she became City Manager, she enacted the use of the Agenda Request Form. This form came with every item that City Council receives in their packets. On that form there was a section that stated how the item would affect the budget. This made that part of the item clear to City Council before it was presented at the meeting. Many things that are in the budget are out of the control of City Council such as utilities, union contracts and other expenses that were fixed. She would be kicking off the budget process this month.

Mr. DeNault reminded City Council they had to also consider a fee schedule for the City.

Council Member Baranski shared that if she wanted to put something on the City Council Agenda she would email the request to the City Manager, Mayor and Mayor Pro-Tem. The Mayor agreed this was a good practice.

6. ADJOURNMENT

Motion by Baranski supported by Sutherland to adjourn the meeting at 9:10 p.m.

All Ayes

Motion Carried

Respectfully Submitted:

_____
Cindi Greenia, Clerk

_____
Michael Lesich, Mayor

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
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FRASER CITY COUNCIL MEETING MINUTES
CITY COUNCIL CHAMBERS
33000 GARFIELD, FRASER, MI 48026
THURSDAY, JANUARY 11, 2024 @ 6:30 P.M.
DRAFT

A regular meeting of the City of Fraser City Council was held on Thursday, January 11, 2024 at 6:30 p.m. in City Council Chambers, 33000 Garfield, Fraser, MI 48026.

1. CALL TO ORDER

Mayor Lesich called the meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Lesich led the Pledge of Allegiance.

3. ROLL CALL OF COUNCIL MEMBERS

Present: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
Absent: None

Others: City Manager Leven, City Attorney DeNault, City Engineer Vigneron, DPW Superintendent Robert Barrett, Director of Public Safety Kretzschmar, City Clerk Greenia

4. APPROVAL OF CITY COUNCIL AGENDA FOR JANUARY 11, 2024

Mayor Lesich noted the following amendments to the agenda, remove item 7a Eagle Scout Recognition and replace it with Set Public Hearing for Baratta Brothers dba Fairway Packing for IFEC, and also to remove 7c Planning Commission Appointment.

Motion by Sutherland supported by Stein to approve the agenda as amended.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None

Motion Carried

5. CITIZEN PARTICIPATION

None at this time.

6. CONSENT AGENDA

The following items were on the Consent Agenda for the January 11, 2024 City of Fraser City Council Meeting:

a. City Council Meeting Minutes December 14, 2023
b. Civil Service Commission Meeting Minutes October 5, 2023
c. Zoning Board of Appeals Meeting Minutes November 2, 2023
d. Recreation Commission Meeting Minutes November 14, 2023
e. Check Disbursements
f. Revenue and Expenditure Report

Motion by Baranski supported by Sutherland to approve the Consent Agenda for the January 11, 2024 City of Fraser City Council Meeting.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

7. NEW BUSINESS

a. Set Public Hearing for Baratta Brothers dba Fairway Packing IFEC

Motion by Lesich supported by O'Dell to set a Public Hearing for Thursday February 8, 2024 at 6:30 p.m. for on and IFEC application from Baratta Brothers dba Fairway Packing.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

b. CDBG Public Hearing

Mayor Lesich opened the public hearing on the 2024 Community Development Block Grant Hearing at 6:34 p.m.

Dorie Vazquez-Nolan, CEO of C.A.R.E. House shared with City Council that their organization was geared toward taking care of both physically and sexually abused children. She went over some of the actions they took and programs they offered. She then shared that .89 cents of every dollar they took in goes toward taking care of the children. They were requesting $2,400 in CDBG funding for 2024.

Scott Andrews spoke on behalf of Interfaith Volunteer Care Givers. Their purpose was to help elderly and disabled people. They have a program called "Safe at Home" where they assisted low to moderate income citizens with both indoor and outdoor tasks. They have served 28 residents of Fraser and have seven (7) residents of Fraser as part of their volunteer program. Any dollar amount that City Council can give them from the CDBG funds is greatly

appreciated. He noted that calling was the best way to set something up if help were needed. The phone number is (586) 757-5551.

Tina Huff was present to represent Turning Point. Turning Point was an emergency shelter program that provided a safe place for survivors of domestic and sexual violence. They helped 22 City of Fraser residents between July 1, 2022 and June 30, 2023. She reviewed what services and programs they offered as well as some of the fund raisers they had to help raise money. They were asking for $2,500 in CDBG funds this year from the City of Fraser.

Mayor Lesich closed the Public Hearing at 6:49 p.m.

c. Fire Boot Purchase

City Manager Leven reviewed this request with City Council. She stated that it was a request to purchase 25 pairs of Globe Supreme fire boots with Arctic Grip from Macqueen Equipment Group at a cost of $600 per pair for a total cost of $15,000.

The boots they have now exceed the ten year recommended service life. They were in poor condition and the DPS would like to replace the boots. A budget item would be required for this.

Director Kretzschmar noted that City Manager Leven summed up this request very well. They were taking inventory of all equipment and she noted they would be back with additional request during the inventory.

Motion by Baranski supported by Schornak to approve the purchase of 25 pairs of Globe Supreme fire boots with Arctic Grip from Macqueen Equipment Group at a cost of $600 per pair for a total of $15,000 with a budget amount of $5,000 from the Ambulance Operating Fund (210-301-742).

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

d. DPS 12 Hour Shift Committee

City Manager Leven stated that as part of the recently negotiated Public Safety Union contracts one of the items included in the agreements and contracts is to add the option of 12 hour shifts. One of the requirements of the 12 hour shifts is to have a committee work together to implement how this would work. She stated who would be on the committee. For the City it would be DPS Kretzschmar and herself and they needed one more member.

Motion by Sutherland supported by Schornak to appoint Council Member Baranski to the 12 Hour Shift Committee.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

e. Roseville Sanitary Force Main

City Manager Leven reviewed this item with City Council. Basically the City of Roseville has initiated a project to replace and aging sanitary pump station and force main currently located on the south side of 13 Mile. The County of Macomb has jurisdiction of 13 Mile Road. Due to numerous conflicts the location of the proposed force main will be in the center turn lane of 13 Mile Road. Due to it's location that is between the city limits of Fraser and Roseville, the Macomb County Department of Roads has asked that the City of Fraser be notified of the project and has requested a Letter of No Objections for this project.

Mr. Vigneron was present to answer questions. Council Member Schornak asked if they would be putting the road back in good shape when they were done. Mr. Vigneron assured her they would be. Further discussion was had.

Motion by Baranski supported by Stein to authorize the City Manager to offer a Letter of No Objections to the City of Roseville for their proposed 13 Mile Road Sanitary Force Main project.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

f. Utility Rate Subcommittee

City Manager Leven reviewed that on December 29, 2023 RFPs for a Utility Rate Study were opened at City Hall as part of the process a committee would be put Together to review these proposals and choose the best company. he Committee still needed two (2) members of City Council.

Motion by Sutherland supported by Schornak to appoint Mayor Lesich and Council Member Perry to the Utility Rate Study Committee.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

g. Labor Attorney Rate

City Manager Leven shared with City Council the intent of the City's Labor Attorney to raise their rates from $145 per hour to $160 per hour. Discussion Was had on the possibility of going out for RFP's for this service.

Motion by O'Dell supported by Lesich to approve the rate increase from $145 To $160 per hour for the City of Fraser's Labor Attorney, the firm of Kirk, Huth, Lange, and Badalamenti effective January 1, 2024.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

8. RETURNING BUSINESS

a. FY 2022-2923 Audit Status

City Manager Leven stated that she contacted the auditor today to get the most recent update on the status of the audit. She shared that they were working on a draft audit and should have it to her by the middle of next week.

9. REPORT OF CITY ADMINISTRATION

City Manager Leven told City Council that she had recently attended a meeting with the Macomb County Department of Roads and Fraser Schools regarding the Garfield Road Project.

She attended a meeting with the Macomb County Department of Roads regarding their long range planning out to 2050.

She went to the Big Boy ribbon cutting ceremony. Many congratulations to them for getting Big Boy open.

10. REPORT OF MAYOR AND CITY COUNCIL

Council Member Stein announced that the Fraser First Blue Jean Ball was set for February 10, 2024. Tickets were on sale now and going fast. Sponsorship was available if anyone was interested.

Council Member Schornak wished everyone a Happy New Year.

Council Member O'Dell made mention of the Blue Jean Ball and stated it was a great time and well attended. He wished the Detroit Lions well, and congratulated U of M for winning the College Football National Championship.

Mayor Pro-Tem Sutherland shared she attended the Eastpointe Roseville Fraser Chamber of Commerce meeting. She enjoyed the meetings and meeting with other leaders from those communities. Linda Weishoff is donating to the Blue Jean Ball. There was an upcoming Coffee Hour on January 23 at the Fraser Lions Club. Mayor Lesich and DPW Director Ragsdale would be there. The F.A.M.E. awards are scheduled for May 13, 2024. Happy New Year to all.

Mayor Lesich shared he was also on the Eastpointe Roseville Fraser Chamber of Commerce. He will be at the Coffee Hour with Mr. Ragsdale on the 23rd of January. He enjoyed the Ribbon Cutting at the Big Boy as well. He visited a Karmanos Cancer Institute new facility on Utica Road just south of 13 Mile Road. It was state of the art and closer for people that did not want to drive to Detroit or Farmington. Go Blue and Go Lions.

11. CITIZEN PARTICIPATION

No citizen participation at this time.

12. ADJOURNMENT

Motion by Schornak supported by Sutherland to adjourn at 7:15 p.m.

AYES: Baranski, Lesich, O'Dell, Perry, Schornak, Stein, Sutherland
NAYS: None Motion Carried

Respectfully Submitted:

_____
Cindi Greenia, Clerk

_____
Michael Lesich, Mayor

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
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Kenny Perry
Patrice Schornak
Sherry Stein

ELECTION COMMISSION MEETING MINUTES
33000 GARFIELD, FRASER, MI 48026
THURSDAY, OCTOBER 12, 2023 @ 6:00 P.M.
AS APPROVED JANUARY 11, 2024

A special meeting of the City of Fraser Election Commission was held on Thursday, October 12, 2023 at 6:00 p.m. in City Council Chambers, 33000 Garfield, Fraser, Michigan 48026.

1. Call Meeting to Order

The meeting was called to order at 6:00 p.m. by City Clerk Greenia

2. Roll Call

The following members were present:
Don Denault
Cindi Greenia
Patrick O'Dell

3. Approval of Election Commission Agenda October 12, 2023

Motion by O'Dell supported by DeNault to approve the Agenda for the October 12, 2023 meeting of the City of Fraser Election Commission as presented.

AYES: DeNault, Greenia, Schornak
NAYS: None Motion Carried

4. Approval of Minutes

a. July 13, 2023

Motion by DeNault supported by O'Dell to approve the minutes of the July 13, 2023 Election Commission as presented.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

b. August 10, 2023

Motion by DeNault supported by O'Dell to approve the Election Commission minutes of the August 10, 2023 meeting as presented.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

5. New Business

a. Approval of Election Inspectors and Absent Voting Counting Board Inspectors for the November 7, 2023 City of Fraser Election.

Motion by O'Dell supported by DeNault to approve the Election Inspectors and Absent Voting Counting Board Inspectors for the November 7, 2023 City of Fraser Election as presented.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

b. Approval of Receiving Board Inspectors

Motion by O'Dell supported by DeNault to approve the members of the Receiving Board for the November 7, 2023 City of Fraser Election as presented.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

c. Approval Authorizing Clerk to Establish an AVCB or the November 7, 2023 Election

Motion by O'Dell supported by DeNault to authorize the City Clerk to establish and Absent Voter Counting Board for the November 7, 2023 City of Fraser Election.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

d. Approval to Set October 31, 2023 at the Date for the Public Accuracy Test

Motion by O'Dell supported by DeNault to set Tuesday, October 31, 2023 at 2:30 p.m. as the date and time for the Public Accuracy Test for the November 7, 2023 City of Fraser Election.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

e. Approval Authorizing the City Clerk to Hire Emergency Inspectors

Motion by O'Dell supported by DeNault to authorize the Fraser City Clerk to hire emergency election inspectors for the November 7, 2023 City of Fraser Election.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

6. Old Business

There was no old business at this time.

7. Citizen Participation

No citizen participation at this time.

8. Adjournment

Motion by O'Dell supported by DeNault to adjourn the meeting at 6:07 p.m.

AYES: DeNault, Greenia, O'Dell
NAYS: None Motion Carried

Respectfully Submitted:

_____

Cindi Greenia, Clerk
City of Fraser

City of Fraser

CENTENNIAL COMMUNITY

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Michael Lesich
MAYOR PRO-TEM
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein
Dana Sutherland

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

Fraser Recreation Commission Agenda
City Council Chambers
33000 Garfield, Fraser, MI 48026
Tuesday, December 5, 2023 @ 7:00 p.m.
MINUTES APPROVED 1/16/24

1. **Call Meeting to Order: 7:00 p.m.**

2. **Pledge of Allegiance**

3. **Roll Call:** Koch, Hunt, Walker, Rastelli

   Motion by Koch, seconded by Walker to excuse Rice, Kelly, all ayes

4. **Approval of Agenda for December 5, 2023**: motion by Koch, seconded by Walker, all ayes

5. **Approval of Minutes from Regular Meeting November 14, 2023**: motion by Koch, seconded by Walker, all ayes

6. **Volunteer Group Reports**

   Vania Apps – FFBC
   Beautification Council meeting this week sold out, thanks to Hanover Grove for hosting
   Blue Jean Ball tickets and sponsorship available

   Echo Hunt – Garden Club met in November, designed plan for Downtown Fraser sign in front of CVS, plan to meet with City Manager in future to discuss options for the casual group moving forward. Next meeting Jan 24 6:30pm at library.

7. **Reports on Current Event**
   Christmas in Fraser was well attended, appreciated all the help. Looking to get new Recreation Coordinator hired soon, conducting interviews this week.

8. **Overview Report of Parks and Recreation**

Nothing further to report, recommend consolidating this agenda item to Administration Report. Commissioners agreed.

9. **Other Business**
   a. Adopt 2024 Meeting Date Calendar
      Motion by Koch, seconded by Rastelli, all ayes

10. Citizen Participation

Laura Lesich: impressed with Christmas in Fraser, great to start planning for Easter now. Might want to consider moving July date. Welcome to Julie and Wendy.

11. Commission Members with Concerns

Walker: looking forward to summer event preparation, need to start planning some of the bigger events now.
Koch: Don't need as many HS volunteers for Christmas in Fraser, issues with them bringing their friends and using as social time. Would like to see something for people to do while in line, such as crafts. Recommend band park in Steffens Park to make more parking available closer to public.
Hunt: need more hours at SAC, will volunteer to open building if permissible, CM will check with Attorney

12. Adjournment
Motion by Koch, seconded by Walker at 7:27

Respectfully Submitted:

Elaine Leven, Manager
City of Fraser

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Michael Carnagie
MAYOR PRO-TEM
Patrice M. Schornak
COUNCIL
Amy Baranski
Kathy Blanke
Suzanne Kalka
Patrick O'Dell
Dana Sutherland

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

CITY OF FRASER
PLANNING COMMISSION MEETING MINUTES
33000 GARFIELD, FRASER, MI 48026
DECEMBER 6, 2023
As Approved January 3, 2024

A regular meeting of the City of Fraser Planning Commission Meeting was held on Wednesday, December 6, 2023 at 7:00 P.M. The meeting was held in City Council Chambers, 33000 Garfield Road, Fraser, MI 48026.

1. CALL MEETING TO ORDER

Chairman Czarnecki called the meeting to order at 7:00 p.m.

Chairman Czarnecki led the Pledge of Allegiance.

2. ROLL CALL

PRESENT: Barr, Czarnecki, Farina, Keil, Meyer, Warunek

ABSENT: None

OTHERS: City Attorney Alyssa Ericson, City Planner Lauren Sayre, City Clerk Greenia

3. APPROVAL OF AGENDA – REGULAR MEETING DECEMBER 6, 2023

Motion by Farina seconded by Keil to approve the agenda as presented.

AYES: Barr, Czarnecki, Farina, Meyer, Keil, Warunek
NAYS: None Motion Carried

4. CHAIRPERSON'S OPENING REMARKS

Chair Czarnecki read the formal statement relative to the powers of the Planning Commission and the facts and conditions for granting site plan approval.

5. APPROVAL OF MINUTES – REGULAR MINUTES NOVEMBER 1, 2023

Motion by Keil seconded by Warunek to approve the November 1, 2023 meeting minutes as presented.

AYES: Barr, Czarnecki, Farina, Keil, Meyer, Warunek
NAYS: None Motion Carried

6. NEW BUSINESS

A. Public Hearings: None

B. Site Plan and Other Reviews:

1. Adopt 2024 Meeting Calendar for Planning Commission

Discussion was had on the proposed meeting dates for the City of Fraser Planning Commission. The Commission agreed that they would change the meeting date for July 2024 from July 3 to July 15. Commissioner Farina noted that all "alternate" dates were the third Monday of the month for Planning Commission.

Motion by Czarnecki supported by Warunek to adopt
The City of Fraser 2024 Planning Commission Meeting Calendar as follows:

January 3, 2024	February 7, 2024	March 6, 2024
April 3, 2024	May 1, 2024	June 5, 2024
July 15, 2024	August 7, 2024	September 4, 2024
October 2, 2024	November 6, 2024	December 4, 2024

AYES: Barr, Czarnecki, Farina, Meyer, Keil, Warunek
NAYS: None Motion Carried

7. UNFINISHED BUSINESS

1. Discussion of Sign Ordinance

City Planner Sayre and Attorney Ericson reviewed the portions of the Sign Ordinance Review dealing with enforcement, standards for permanent freestanding signs and wall signage. Commission had suggestions for verbiage they would like to see in the Ordinance once drafted. Some of these concerns were the amount of time a message could stay up on an Electronic Message

Board, requirements for enforcement of pylon signs older than ten (10) years – maybe reinspection required. 15' being very high for signs other than in the commercial district – all district with their heights allowed should be noted in the new Ordinance, home occupation and ground signs – are they allowed – what about rope LED lights in windows of businesses.

Planner Sayre and Attorney Ericson stated they would make sure to encompass those in the draft of the Ordinance.

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

Nothing at this time.

9. MONTHLY REPORT

Chair Czarnecki had a question on the current status of Hockeyland. Attorney Ericson stated they were not using the drive-thru so the Special Land Use and the Conditions put upon it were no longer in play. They did draft a Temporary Occupancy Permit that requires numerous conditions be met by the restaurant regarding planning and engineering items. These must be met within thirty days.

10. ZONING BOARD OF APPEALS LIAISON REPORT

Commissioner Farina reported that last month the Zoning Board of Appeals held a meeting at which the applicant for the variance did not show up to the meeting nor notify anyone they were not coming. Since that time, it has come to the attention of the City Administration that because the Public Hearing was never opened this variance request would need to be re-noticed. His takeaway from that was to always make sure to open the public hearing even if the applicant is not present and give a date certain to postpone to. The applicant would be back at the ZBA meeting tomorrow night and a new Public Hearing date would be set at that time.

Also, former ZBA Chairman Mark Stimac was being presented a Special Tribute signed by Governor Whitmer and presented to him by State Senator Klinefelt. He was hoping everyone could attend. After the meeting they would be meeting at the Fraser Knights of Columbus to celebrate and all were invited. Mr. Stimac was exceptional and he mentored Commissioner Farina. He was very professional – other cities would come in to watch the ZBA when Mr. Stimac was there to see how a good meeting was run.
Commissioner Farina indicated that the ZBA was currently down two (2) Board Members and indicated that we were looking for residents to step up and volunteer for this Board.

11. COMMISSIONER'S COMMENTS AND ITEMS OF INTEREST/CONCERN

Nothing from Commissioner Meyer at this time.

Nothing from Commissioner Farina at this time.

Commissioner Keil asked Commissioner Farina about the possibility of the ZBA having alternates. Commissioner Farina noted they were looking at this as well.

Commissioner Warunek congratulated Mr. Stimac on his many years of service to the City. He wished everyone a joy filled holiday season and a Merry Christmas.

Commissioner Barr wanted to formally thank the City of Fraser Department of Public Safety for their assistance over the past few months with some issues with a family member. She said they were extremely professional and did great work.

Chair Czarnecki stated that Planner Sayre was doing a great job with the Sign Ordinance.

City Clerk Greenia wished everyone a Merry Christmas and thanked Planning Commission for always being so good to her.

Chair Czarnecki noted that both Commissioner Farina and Commissioner Keil had been approved for reappointment by the City Council.

Chair Czarnecki stated that she, too, learned a lot from Mr. Stimac during her time with him at the City of Troy. He was also her mentor.

She did question whether the City would consider putting up signs by new developments for purposes of informing the residents. She wished everyone a happy holiday and she would see everyone in January.

12. ADJOURNMENT

Motion by Keil seconded by Meyer to adjourn at 8:10 p.m.

AYES: Barr, Czarnecki, Farina, Keil, Meyer, Warunek
NAYS: None Motion Carried.

Respectfully
Submitted:

_____
Cindi Greenia, Clerk
City of Fraser

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

CITY OF FRASER ZONING BOARD OF APPEALS
COUNCIL CHAMBERS, 33000 GARFIELD, FRASER, MI 48026
DECEMBER 7TH, 2023 @ 7:00 P.M
AS APPROVED JANUARY 18, 2023

Call Meeting to Order

A regular meeting of the City of Fraser Zoning Board of Appeals was held on Thursday, December 7, 2023 at 7:00 pm. In City Council Chambers. The meeting was called to order by Chairman Farina at 7:00 p.m.

At this time Chairman Farina welcomed State Senator Veronica Klinefelt to the meeting and thanked her for joining the City of Fraser Zoning Board of Appeals for this special occasion. He also welcomed Mayor Michael Lesich, City Council Member Patrice Schornak, City Council Member Sherry Stein, Planning Commission Chair Kathy Czarnecki, Planning Commission Member John Keil, Attorney Clark Andrews and Mr. and Mrs. Mark Stimac.

Pledge of Allegiance

Chairman Farina led the Pledge of Allegiance.

Roll Call

PRESENT: Burley, Chimenti, Farina, Goodell, Menendez
ABSENT:
OTHERS: City Attorney Alyssa Ericson, City Planner Lauren Sayre, City Clerk Greenia

Approval of Agenda – December 7, 2023

Motion by Farina, supported by Burley, to approve the agenda as amended with the removal of Item XI. (a) Discussion of Driveway Expansion.

AYES: Burley, Chimenti, Farina, Goodell, Menendez
NAYS: None Motion Carried

Approval of Minutes – November 2, 2023

Motion by Menendez, supported by Burley, to approve the minutes of the City of Fraser Zoning Board of Appeals Meeting for November 2, 2023 as amended.

AYES: Burley, Chimenti, Farina, Goodell, Menendez
NAYS: None Motion Carried

Presentation of the "State of Michigan Special Tribute" to Mark Stimac, as Presented by the Honorable State Senator Veronica Klinefelt.

Chairman Farina introduced State Senator Veronica Klinefelt from District 11 and noted her many years of service for Macomb County Communities, Boards and Commissions.

State Senator Veronica Klinefelt stood with Mark and noted how Mr. Stimac went to Lawrence Tech and has a degree in Architectures which is particularly important for the roles he had served in Fraser and that he was also the Building and Zoning Director in Troy. The experience that Mr. Stimac has brought to the table for Fraser has been immeasurable and she is very appreciative for that. Senator Klinefelt went on to Congratulate Mark on his 42 years of Marriage to his wife Debbie and then thanked him for his many years of Service for the City of Fraser and presented Mark with the "State of Michigan Special Tribute" in honor of that service.

Mr. Stimac noted he did not want to make a long speech but wanted to say Thank You for the support and for the trust in him by appointing him and reappointing him numerous times to the Zoning Board of Appeals as well as other Boards and Commissions that he served on for Fraser. Mr. Stimac thanked his wife for putting up with the numerous meetings on the calendar over the years and he appreciated the time he spent here. He went on to say, it was a great time, he enjoyed it and hopefully served the Citizens of Fraser well in that time. Thank you all very much.

Chairman Farina commented that Mark had been a Mentor to him through this time. Chairman Farina stated that when he started on this board, people from other Cities would come in to watch how Mark ran a meetings and his depth of knowledge and his ability to recall every case and his filing system, is second to none. Mark, Thank you for all that you have done, I know you were a mentor to me and fellow board members all the way through. It's been a wonderful journey and I thank you for the ride.

At this time Chairman Farina invited everyone to celebrate Mr. Stimac after the meeting at the John F. Kennedy Knights of Columbus Hall on Kelly Road. He then thanked Board Member Menendez for all of her efforts to make this celebration and recognition happen for Mr. Stimac.

Formal Statement by Chair

Since there were no Public Hearing, Chairman Farina did not read the formal statement into the record.

Public Hearing

There was no public hearing at this time.

Old Business (Postponed Cases)

a. Set Public Hearing Date for ZBA Case # 23-05 31471 Utica Road

Motion by Menendez, supported by Burley, to set the Public Hearing Date for

ZBA Case # 23-05 31471 Utica Road during the next City of Fraser Zoning Board of Appeals Meeting to be held in January, 2024.

AYES: Chimenti, Farina, Goodell, Menendez
NAYS: None

Motion Carried

New Business of the Board

a. Adopt 2024 Meeting Calendar

Motion by Menendez, supported by Chimenti, to adopt the 2024 Regular meeting calendar for the City of Fraser Zoning Board of Appeals as follows:

January 18, 2024	February 1, 2024	March 7, 2024
April 4, 2024	May 2, 2024	June 6, 2024
July 18, 2024	August 1, 2024	September 5, 2024
October 3, 2024	November 7, 2024	December 5, 2024

AYES: Burley, Chimenti, Farina, Goodell, Menendez
NAYS: None

Motion Carried

Unfinished Business of the Board

Nothing at this time.

Monthly Report

a. November 2023 Monthly Report

b. Action Items Update

Planning Commission Liaison

Public to be Heard

Clark Andrews, one of the City Attorneys, spoke regarding Mr. Stimac. He indicated that he had the Honor of working with Mr. Stimac going back 30 years and he remembered what a great Chairman, Board member and Commission member that he was. He shared that he had been a City Attorney for 49 ½ years and Mark is one of the very, very best that Mr. Clark has had the opportunity to serve with. Mark was knowledgeable, he treated the Public with a lot of respect and the City of Fraser was very, very fortunate to have someone contribute to the community for as long as he has done so and he just wanted to let everyone know what a great job he did.

Mayor Michael Lesich, 15201 Fairview spoke regarding Mr. Stimac. He shared that he had served with him a little over a year and when he applied and interviewed for the position on the Zoning Board of Appeals, he felt that Mr. Stimac set a gold standard for meetings and decorum and the way meetings are run and people are treated. He added that he had learned a lot from Mr. Stimac before and while he served on the Zoning Board and wanted to thank him for his service and it was appreciated.

Board Member Menendez thanked the Honorable Senator Klinefelt and her staff Noah and Nora who were so helpful in getting the Special Tribute done and she couldn't sing their praises enough and greatly appreciated it because Mark was so deserving of this Special Tribute that Senator Klinefelt presented this evening.

Adjournment

Motion by Menendez, supported by Burley, to adjourn the meeting at 7:18 p.m.

AYES: Burley, Farina, Lesich, Menendez
NAYS: None Motion Carried

Respectfully Submitted

_____

Cindi Greenia, Clerk

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry, Jr.
Patrice Schornak
Sherry Stein

CIVIL SERVICE COMMISSION
33000 GARFIELD – FRASER, MI 48026
DECEMBER 11, 2023 @ 3:30 P.M.
AS APPROVED JANUARY 16, 2024

1. **Call Meeting to Order/ Pledge of Allegiance**

   Chairman Suminski called the meeting to order at 3:30 p.m.

2. **Roll Call**

   Members Present: Bender, Suminski
   Members Absent: None

   Others: Director of Public Safety Samantha Kretzschmar, City Clerk Greenia

3. **Approval of Agenda December 11, 2023 Civil Service Commission Meeting**

   Motion by Bender supported by Suminski to approve the agenda of the December 11, 2023 Civil Service Commission.

   AYES: Bender, Suminski
   NAYS: None Motion Carried

4. **Approval of Minutes October 5, 2023 Civil Service Commission Meeting**

   Motion by Bender supported by Suminski to approve the minutes of the October 5, 2023 Civil Service Commission meeting as presented.

   AYES: Bender, Suminski
   NAYS: None Motion Carried

5. **New Business:**

   a. **Approve New Eligibility List Medic**

Motion by Bender supported by Suminski to abolish the Medic Eligibility list from September 14, 2023 as approved.

AYES: Bender, Suminski
NAYS: None Motion Carried

Motion by Bender supported by Suminski to approve the Medic Eligibility list dated December 11, 2023 as presented.

AYES: Bender, Suminski
NAYS: None Motion Carried

b. Approve New Eligibility List PSO

Motion by Bender supported by Suminski to abolish the PSO Eligibility list from October 5, 2023 as approved.

AYES: Bender, Suminski
NAYS: None Motion Carried

Motion by Bender supported by Suminski to approve the PSO Eligibility list dated December 11, 2023 as presented.

Discussion was had between Director Kretzschmar and the Commission members regarding the candidates on the list. She saw no problem with any of them.

AYES: Bender, Suminski
NAYS: None Motion Carried

6. Commission Members to Be Heard

Nothing at this time.

7. Public to Be Heard

No public comment at this time.

8. Adjournment.

Motion by Bender supported by Suminski to adjourn the meeting at 3:35 p.m.

AYES: Bender, Suminski
NAYS: None Motion Carried

Respectfully Submitted,

_____
Cindi Greenia, Clerk
City of Fraser

City of Fraser

Check Disbursement Report

February 8, 2024

EXPENDITURES FOR APPROVAL

101	GENERAL FUND	$	565,134.01
202	MAJOR STREET FUND	$	1,454.40
203	LOCAL STREET FUND	$	387.18
210	AMBULANCE FUND	$	9,993.28
226	RUBBISH COLLECTION FUND	$	76,890.05
536	SENIOR HOUSING FUND	$	24,448.58
592	WATER AND SEWER FUND	$	484,452.15
661	MOTOR POOL FUND	$	7,378.27
703	CURRENT TAX COLLECTION FUND	$	1,480.67
	VENDOR EXPENDITURES	**$**	**1,171,618.59**

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/05/2024	PNC	140968	123.NET,INC.	COMMUNICATIONS (PHONE AND CELL)	850.000	228	867.29
01/05/2024	PNC	140969	AMERICA'S FINEST	OPERATING SUPPLIES	742.000	301	110.00
01/05/2024	PNC	140970	ASSESSMENT ADMINISTRATION	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	257	10,100.50
01/05/2024	PNC	140971	AT&T	COMMUNICATIONS (PHONE AND CELL)	850.000	265	692.86
01/05/2024	PNC	140973	AT&T	COMMUNICATIONS (PHONE AND CELL)	850.000	265	144.15
01/05/2024	PNC	140974	BRIGHTER CLEANING SERVICES LLC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
01/05/2024	PNC	140975	BUDGET ELECTRIC & GENERATORS	Gas Piping Pressure Test	280.000	000	30.00
				Gas Piping	280.000	000	40.00
				Final Inspection	280.000	000	30.00
				Final Inspection	280.000	000	30.00
				100 AMPS OR LESS	280.000	000	30.00
				GENERATOR UP TO 30 TOTAL KW OR KVA	280.000	000	75.00
				CHECK PNC 140975 TOTAL FOR FUND 101:			235.00
01/05/2024	PNC	140976	C.M.P. DISTRIBUTORS, INC	OPERATING SUPPLIES	742.000	301	822.00
01/05/2024	PNC	140978*	CONSUMERS ENERGY	NATURAL GAS	921.000	265	2,631.04
				NATURAL GAS	921.000	265	782.59
				NATURAL GAS	921.000	265	214.00
				NATURAL GAS	921.000	265	2,414.86
				CHECK PNC 140978 TOTAL FOR FUND 101:			6,042.49
01/05/2024	PNC	140980*#	DTE ENERGY COMPANY	ELECTRIC	920.000	265	4,451.17
				ELECTRIC	920.000	265	1,125.47
				ELECTRIC	920.000	265	160.18
				ELECTRIC	920.000	265	777.19
				ELECTRIC	920.000	448	156.51
				CHECK PNC 140980 TOTAL FOR FUND 101:			6,670.52
01/05/2024	PNC	140982	INGERSOLL MECHANICAL, INC.	REPAIRS AND MAINTENANCE	930.000	265	1,643.78
01/05/2024	PNC	140983	MACOMB COMMUNITY COLLEGE	PROFESSIONAL DEVELOPMENT	957.000	301	1,200.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/05/2024	PNC	140984	MACOMB COUNTY FINANCE DEPARTMENT	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	290.00
01/05/2024	PNC	140986	NICKEL & SAPH, INC	PROPERTY/VEHICLE LIABILITY INSURANCE	801.100	951	288,139.50
				PROPERTY/VEHICLE LIABILITY INSURANCE	801.100	951	34,506.50
				CHECK PNC 140986 TOTAL FOR FUND 101:			322,646.00
01/05/2024	PNC	140987	LISA PETTYES	PS TECHNOLOGY FUNDS	214.101	000	84.01
01/05/2024	PNC	140988	PRONEXUS MICHIGAN EAST, LLC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	212	4,236.72
01/05/2024	PNC	140989	SUPPLY DEN	OPERATING SUPPLIES	742.000	672	218.73
01/05/2024	PNC	140991*#	VERIZON	COMMUNICATIONS (PHONE AND CELL)	850.000	228	41.06
				COMMUNICATIONS (PHONE AND CELL)	850.000	441	598.04
				COMMUNICATIONS (PHONE AND CELL)	850.000	703	82.12
				CHECK PNC 140991 TOTAL FOR FUND 101:			721.22
01/12/2024	PNC	140993	A & J PLUMBING & SEWER	ESCROW FEE	280.000	000	2,345.00
				ESCROW FEE	280.000	000	155.00
				CHECK PNC 140993 TOTAL FOR FUND 101:			2,500.00
01/12/2024	PNC	140994*#	AEW	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	441	1,171.80
				CAPITAL OUTLAY	972.000	441	4,130.00
				CHECK PNC 140994 TOTAL FOR FUND 101:			5,301.80
01/12/2024	PNC	140995	ALPHA PSYCHOLOGICAL SERVICES PC	MEDICAL PROVIDER SERVICES	843.000	301	775.00
01/12/2024	PNC	140996#	AMERICA'S FINEST	OPERATING SUPPLIES	742.000	212	402.00
				OPERATING SUPPLIES	742.000	212	605.00
				OPERATING SUPPLIES	742.000	215	320.00
				CHECK PNC 140996 TOTAL FOR FUND 101:			1,327.00
01/12/2024	PNC	140998	BOBS SANITATION SERVICE, INC	OPERATING SUPPLIES	742.000	770	150.00
01/12/2024	PNC	140999#	BRIGHTER CLEANING SERVICES LLC	REPAIRS AND MAINTENANCE	930.000	265	140.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				REPAIRS AND MAINTENANCE	930.000	265	140.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
				CHECK PNC 140999 TOTAL FOR FUND 101:			655.00
01/12/2024	PNC	141000#	CINTAS CORPORATION #354	OPERATING SUPPLIES	742.000	265	79.43
				OPERATING SUPPLIES	742.000	265	321.92
				OPERATING SUPPLIES	742.000	265	19.60
				OPERATING SUPPLIES	742.000	672	37.05
				CHECK PNC 141000 TOTAL FOR FUND 101:			458.00
01/12/2024	PNC	141001	DETROIT ENERGY STREET LIGHTS	ELECTRIC (STREET LIGHTING)	920.500	448	23,235.67
01/12/2024	PNC	141002	EMPCO, INC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	3,116.14
01/12/2024	PNC	141003	FIRST CHOICE SERVICES	OPERATING SUPPLIES	742.000	441	35.00
01/12/2024	PNC	141005	foundation systems of michigan	CIRCUITS	280.000	000	20.00
				Final Inspection	280.000	000	30.00
				CHECK PNC 141005 TOTAL FOR FUND 101:			50.00
01/12/2024	PNC	141007	GREAT LAKES PEST CONTROL CO. INC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	265	125.00
01/12/2024	PNC	141008	GREAT LAKES SECURITY HARDWARE	REPAIRS AND MAINTENANCE	930.000	265	45.86
01/12/2024	PNC	141013	KENT COMMUNICATIONS, INC.	MAIL OR POSTAGE	851.000	257	2,746.00
				MAIL OR POSTAGE	851.000	257	87.30
				PRINTING AND PUBLISHING	900.000	257	489.37
				CHECK PNC 141013 TOTAL FOR FUND 101:			3,322.67
01/12/2024	PNC	141015	MACOMB WHOLESALE SUPPLY	OPERATING SUPPLIES	742.000	265	41.43
01/12/2024	PNC	141016	MI MUNICIPAL TREASURERS ASSOC.	MEMBERSHIPS	956.000	212	99.00
01/12/2024	PNC	141017	MICHIGAN MUNICIPAL LEAGUE	CONFERENCES	955.000	101	350.00
				CONFERENCES	955.000	101	125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				CHECK PNC 141017 TOTAL FOR FUND 101:			475.00
01/12/2024	PNC	141018	MICHIGAN MUNICIPAL LEAGUE	UNEMPLOYEMENT COMPENSATION	715.000	212	659.28
01/12/2024	PNC	141019	MILLER-BOLDT, INC.	CAPITAL OUTLAY	972.000	265	13,659.96
				CAPITAL OUTLAY	972.000	265	7,042.87
				CHECK PNC 141019 TOTAL FOR FUND 101:			20,702.83
01/12/2024	PNC	141020	O'REILLY RANCILIO PC	PROFESSIONAL SERVICES (LEGAL)	801.000	266	729.00
				PROFESSIONAL SERVICES (LEGAL)	801.000	266	3,030.00
				PROFESSIONAL SERVICES (LEGAL)	801.000	266	10,049.03
				CHECK PNC 141020 TOTAL FOR FUND 101:			13,808.03
01/12/2024	PNC	141021	OFFICE DEPOT	OPERATING SUPPLIES	742.000	212	312.72
01/12/2024	PNC	141023	PROFESSIONAL BENEFITS SERVICES,	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	172	55.65
01/12/2024	PNC	141024*#	REINDEL TRUE VALUE	REPAIRS AND MAINTENANCE	930.000	265	62.60
				CAPITAL OUTLAY	972.000	265	148.85
				OPERATING SUPPLIES	742.000	441	73.46
				CHECK PNC 141024 TOTAL FOR FUND 101:			284.91
01/12/2024	PNC	141025	SPECTRON ELECTRIC	REPAIRS AND MAINTENANCE	930.000	265	1,122.90
01/12/2024	PNC	141026*#	VERIZON	PS TECHNOLOGY FUNDS	214.101	000	41.06
				COMMUNICATIONS (PHONE AND CELL)	850.000	301	332.45
				CHECK PNC 141026 TOTAL FOR FUND 101:			373.51
01/12/2024	PNC	141027*#	WHITLOCK BUSINESS SYSTEMS	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	212	1,546.07
				MAIL OR POSTAGE	851.000	212	2,861.97
				CHECK PNC 141027 TOTAL FOR FUND 101:			4,408.04
01/18/2024	PNC	141030	BANK'S VACUUM - SHELBY TWP	OPERATING SUPPLIES	742.000	265	39.98
01/18/2024	PNC	141031#	BRIGHTER CLEANING SERVICES LLC	REPAIRS AND MAINTENANCE	930.000	265	140.00
				REPAIRS AND MAINTENANCE	930.000	265	140.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				REPAIRS AND MAINTENANCE	930.000	265	140.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
				CHECK PNC 141031 TOTAL FOR FUND 101:			545.00
01/18/2024	PNC	141032	CINTAS CORPORATION #354	OPERATING SUPPLIES	742.000	265	49.22
01/18/2024	PNC	141033	COMMERCIAL REAL ESTATE EXCHANGE	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	257	834.00
01/18/2024	PNC	141037	KIRK, HUTH, LANGE & BADALAMENTI	CITY ATTORNEY	801.000	266	1,667.50
01/18/2024	PNC	141038	LIKENU CARPET CLEANING	REPAIRS AND MAINTENANCE	930.000	265	800.00
01/18/2024	PNC	141040	MACOMB WHOLESALE SUPPLY	OPERATING SUPPLIES	742.000	770	367.60
01/18/2024	PNC	141041#	MCKENNA ASSOCIATES	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	701	4,356.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	703	7,199.00
				CHECK PNC 141041 TOTAL FOR FUND 101:			11,555.00
01/18/2024	PNC	141042	MICHIGAN STATE POLICE	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	30.00
01/18/2024	PNC	141043	YOUR MEMBERSHIP.COM INC	PROFESSIONAL DEVELOPMENT	957.000	441	150.00
01/18/2024	PNC	141045	OFFICE DEPOT	OPERATING SUPPLIES	742.000	212	110.13
01/18/2024	PNC	141047	SHREDCORP	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	60.00
01/18/2024	PNC	141049	THOMSON REUTERS - WEST	OPERATING SUPPLIES	742.000	301	347.14
01/18/2024	PNC	141050	TIA MARIE VANLEER	CHARGES FOR CITY SERVICES	645.000	000	103.00
01/18/2024	PNC	141051	ULTRA STITCH EMBROIDERY, INC.	PS TECHNOLOGY FUNDS	214.101	000	151.00
01/18/2024	PNC	141052	VC3, INC.	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	228	122.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	228	164.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	228	291.00
				CHECK PNC 141052 TOTAL FOR FUND 101:			577.00
01/18/2024	PNC	141053	WINDER POLICE EQUIPMENT	OPERATING SUPPLIES	742.000	301	16.00
01/18/2024	PNC	141054	WOW INTERNET-CABLE-PHONE	MISC COMMUNICATIONS (INTERNET)	852.000	228	2,178.88
01/18/2024	PNC	141055	YEO & YEO PC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	212	22,500.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/26/2024	PNC	141056*	AEW	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	265	640.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	265	580.00
				CHECK PNC 141056 TOTAL FOR FUND 101:			1,220.00
01/26/2024	PNC	141057	ALLIED BLDG SVC CO. OF DETROIT	REPAIRS AND MAINTENANCE	930.000	265	35,697.18
01/26/2024	PNC	141058	ALPHA PSYCHOLOGICAL SERVICES PC	MEDICAL PROVIDER SERVICES	843.000	301	775.00
01/26/2024	PNC	141059	APPLICANTPRO	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	172	471.00
01/26/2024	PNC	141060	ASPHALT SPECIALISTS LLC	CAPITAL OUTLAY	972.000	265	13,101.88
01/26/2024	PNC	141061	BOBS SANITATION SERVICE, INC	OPERATING SUPPLIES	742.000	770	190.00
01/26/2024	PNC	141063#	BRIGHTER CLEANING SERVICES LLC	REPAIRS AND MAINTENANCE	930.000	265	140.00
				REPAIRS AND MAINTENANCE	930.000	265	140.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	125.00
				CHECK PNC 141063 TOTAL FOR FUND 101:			530.00
01/26/2024	PNC	141066#	CINTAS CORPORATION #354	OPERATING SUPPLIES	742.000	265	67.33
				OPERATING SUPPLIES	742.000	265	665.93
				OPERATING SUPPLIES	742.000	672	89.97
				CHECK PNC 141066 TOTAL FOR FUND 101:			823.23
01/26/2024	PNC	141067*	CONSUMERS ENERGY	NATURAL GAS	921.000	265	3,001.25
				NATURAL GAS	921.000	265	947.11
				NATURAL GAS	921.000	265	292.40
				NATURAL GAS	921.000	265	2,268.81
				CHECK PNC 141067 TOTAL FOR FUND 101:			6,509.57
01/26/2024	PNC	141068	JASMIN CROMWELL	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	672	214.50
01/26/2024	PNC	141070	DUBAY. LAWRENCE B & DANIELLE M	TREE BOND	280.000	000	350.00
01/26/2024	PNC	141074	FITNESS THINGS, INC	OPERATING SUPPLIES	742.000	301	390.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/26/2024	PNC	141075*#	CITY OF FRASER	WATER	922.000	265	166.71
				WATER	922.000	265	26.26
				WATER	922.000	265	484.05
				WATER	922.000	265	127.26
				WATER	922.000	265	26.26
				WATER	922.000	265	73.75
				WATER	922.000	770	26.26
				CHECK PNC 141075 TOTAL FOR FUND 101:			930.55
01/26/2024	PNC	141077#	HENRY FORD HEALTH SYSTEM	MEDICAL PROVIDER SERVICES	843.000	172	90.00
				MEDICAL PROVIDER SERVICES	843.000	301	1,836.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	703	90.00
				CHECK PNC 141077 TOTAL FOR FUND 101:			2,016.00
01/26/2024	PNC	141081	MACOMB COUNTY FINANCE DEPARTMENT	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	280.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	240.00
				CHECK PNC 141081 TOTAL FOR FUND 101:			520.00
01/26/2024	PNC	141082	21ST CENTURY MEDIA - MICHIGAN	SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	625.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	391.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	247.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	1,030.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	463.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	247.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	247.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	247.25
				SUBSCRIPTIONS AND PUBLICATIONS	791.000	215	247.25
				CHECK PNC 141082 TOTAL FOR FUND 101:			3,746.25
01/26/2024	PNC	141084	OAKLAND COUNTY	COMPUTER SERVICES (CLEMIS)	801.000	301	6,211.50
				COMPUTER SERVICES (CLEMIS)	801.000	301	1,406.25
				CHECK PNC 141084 TOTAL FOR FUND 101:			7,617.75

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
01/26/2024	PNC	141085#	OFFICE DEPOT	OPERATING SUPPLIES	742.000	215	25.98
				OPERATING SUPPLIES	742.000	215	94.91
				OPERATING SUPPLIES	742.000	215	25.72
				OPERATING SUPPLIES	742.000	703	14.24
				OPERATING SUPPLIES	742.000	703	5.24
				OPERATING SUPPLIES	742.000	751	44.09
				CHECK PNC 141085 TOTAL FOR FUND 101:			210.18
01/26/2024	PNC	141088	PRONEXUS MICHIGAN EAST, LLC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	212	1,192.05
01/26/2024	PNC	141089#	ROYAL OAK NAME PLATE CO.	OPERATING SUPPLIES	742.000	101	30.00
				OPERATING SUPPLIES	742.000	212	7.90
				OPERATING SUPPLIES	742.000	265	23.70
				OPERATING SUPPLIES	742.000	301	10.00
				OPERATING SUPPLIES	742.000	751	7.50
				OPERATING SUPPLIES	742.000	751	7.90
				CHECK PNC 141089 TOTAL FOR FUND 101:			87.00
01/26/2024	PNC	141090	SHREDCORP	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	60.00
01/26/2024	PNC	141091	SIRCHIE	OPERATING SUPPLIES	742.000	301	94.50
01/26/2024	PNC	141092	POSTMASTER	MAIL OR POSTAGE	851.000	215	3,000.00
01/26/2024	PNC	141093*#	VERIZON	PS TECHNOLOGY FUNDS	214.101	000	41.07
				COMMUNICATIONS (PHONE AND CELL)	850.000	301	329.39
				CHECK PNC 141093 TOTAL FOR FUND 101:			370.46
01/26/2024	PNC	141094*	VERSALIFT MIDWEST LLC	REPAIRS AND MAINTENANCE	930.000	265	2,503.00
01/26/2024	PNC	141096	ZERO9 HOLSTERS	OPERATING SUPPLIES	742.000	301	141.75
				Total for fund 101 GENERAL FUND			565,134.01

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 202 MAJOR STREET FUND							
01/12/2024	PNC	140994*#	AEW	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	441	163.80
01/26/2024	PNC	141064	CADILLAC ASPHALT, LLC	REPAIRS - STREETS MAINTENANCE	930.200	441	1,290.60
				Total for fund 202 MAJOR STREET FUND			1,454.40

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 203 LOCAL STREET FUND							
01/26/2024	PNC	141079	ITU, INC.	REPAIRS - WINTER STREET MAINTENANCE	930.400	441	387.18
				Total for fund 203 LOCAL STREET FUND			387.18

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 210 AMBULANCE FUND							
01/05/2024	PNC	140985	MACQUEEN EMERGENCY GROUP	OPERATING SUPPLIES	742.000	301	2,917.30
01/05/2024	PNC	140990	THE FIRE DEPOT	OPERATING SUPPLIES	742.000	301	600.00
01/12/2024	PNC	140997	ARBOR PROFESSIONAL SOLUTIONS	PROFESSIONAL SERVICES (ACCUMED)	801.000	301	15.00
01/12/2024	PNC	141026*#	VERIZON	COMMUNICATIONS (PHONE AND CELL)	850.000	301	105.03
01/18/2024	PNC	141028	ACCUMED BILLING, INC	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	301	2,516.35
01/18/2024	PNC	141044	MUNICIPAL EMERGENCY SERVICES, INC.	OPERATING SUPPLIES	742.000	301	1,902.16
01/18/2024	PNC	141046	ROBERT M RICHMOND	AMBULANCE TRANSPORT FEES	638.000	000	15.00
01/26/2024	PNC	141062	BOUND TREE MEDICAL	OPERATING SUPPLIES	742.000	301	497.63
				OPERATING SUPPLIES	742.000	301	497.43
				CHECK PNC 141062 TOTAL FOR FUND 210:			995.06
01/26/2024	PNC	141080	LINDE GAS & EQUIPMENT, INC.	OPERATING SUPPLIES	742.000	301	514.73
				OPERATING SUPPLIES	742.000	301	307.62
				CHECK PNC 141080 TOTAL FOR FUND 210:			822.35
01/26/2024	PNC	141093*#	VERIZON	COMMUNICATIONS (PHONE AND CELL)	850.000	301	105.03
				Total for fund 210 AMBULANCE FUND			9,993.28

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 226 RUBBISH COLLECTION FUND							
01/12/2024	PNC	141006	GFL ENVIRONMENTAL USA	WASTE AND RUBBISH DISPOSAL	801.400	528	56,862.18
				RECYCLING	801.500	528	8,608.08
				COMPOSTING	801.600	528	11,415.50
				CHECK PNC 141006 TOTAL FOR FUND 226:			76,885.76
01/18/2024	PNC	141029*	ATA NATIONAL TITLE GROUP, LLC	RECYCLING	033.000	000	2.62
01/18/2024	PNC	141035*	CORMICLE, WARREN	RECYCLING	033.000	000	1.67
				Total for fund 226 RUBBISH COLLECTION FUND			76,890.05

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 536 SENIOR HOUSING FUND							
01/05/2024	PNC	140972	AT&T	COMMUNICATIONS (PHONE AND CELL)	850.000	265	303.55
01/05/2024	PNC	140977	COMCAST	MISC COMMUNICATIONS (INTERNET)	852.000	265	151.65
01/05/2024	PNC	140978*	CONSUMERS ENERGY	NATURAL GAS	921.000	265	522.91
01/05/2024	PNC	140980*#	DTE ENERGY COMPANY	ELECTRIC	920.000	265	1,028.09
01/05/2024	PNC	140981	GREAT LAKES SECURITY HARDWARE	REPAIRS AND MAINTENANCE	930.000	265	4.50
01/05/2024	PNC	140991*#	VERIZON	COMMUNICATIONS (PHONE AND CELL)	850.000	265	41.06
01/12/2024	PNC	140994*#	AEW	REPAIRS AND MAINTENANCE	930.000	265	811.60
01/12/2024	PNC	141022	PHILLIPS SECURITY	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	265	420.00
01/12/2024	PNC	141024*#	REINDEL TRUE VALUE	REPAIRS AND MAINTENANCE	930.000	265	179.24
01/18/2024	PNC	141039	LOOK PROFESSIONAL PAINTING	REPAIRS AND MAINTENANCE	930.000	265	10,050.00
01/26/2024	PNC	141056*	AEW	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	265	315.00
01/26/2024	PNC	141067*	CONSUMERS ENERGY	NATURAL GAS	921.000	265	671.28
01/26/2024	PNC	141069	DALE'S LANDSCAPING SUPPLY, INC.	REPAIRS AND MAINTENANCE	930.000	265	462.00
01/26/2024	PNC	141071	E CARPETDIRECT, INC.	REPAIRS AND MAINTENANCE	930.000	265	1,903.00
01/26/2024	PNC	141075*#	CITY OF FRASER	WATER	922.000	265	2,872.05
01/26/2024	PNC	141078	INGERSOLL MECHANICAL, INC.	REPAIRS AND MAINTENANCE	930.000	265	641.72
01/26/2024	PNC	141087	OTIS ELEVATOR COMPANY	REPAIRS AND MAINTENANCE	930.000	265	1,559.84
01/26/2024	PNC	141094*	VERSALIFT MIDWEST LLC	CAPITAL OUTLAY	930.000	265	2,503.00
01/26/2024	PNC	141095	WARREN PIPE & SUPPLY CO.	REPAIRS AND MAINTENANCE	930.000	265	8.09

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 536 SENIOR HOUSING FUND							
				Total for fund 536 SENIOR HOUSING FUND			24,448.58

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
01/05/2024	PNC	140979	CORE & MAIN LP	OPERATING SUPPLIES	742.000	536	2,725.77
01/05/2024	PNC	140980*#	DTE ENERGY COMPANY	ELECTRIC	920.000	537	440.63
01/05/2024	PNC	140991*#	VERIZON	COMMUNICATIONS (PHONE AND CELL)	850.000	536	193.14
01/12/2024	PNC	140994*#	AEW	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	28,500.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	216.13
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	1,288.39
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	537	461.60
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	537	1,159.68
				CHECK PNC 140994 TOTAL FOR FUND 592:			31,625.80
01/12/2024	PNC	141009	GREAT LAKES WATER AUTHORITY	WATER (GREAT LAKES WATER AUTHORITY)	922.500	536	111,743.22
01/12/2024	PNC	141010	HYDRO-DESIGNS, INC.	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	3,083.00
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	3,384.00
				CHECK PNC 141010 TOTAL FOR FUND 592:			6,467.00
01/12/2024	PNC	141011	INLINER SOLUTIONS, LLC	CAPITAL OUTLAY	972.000	537	44,673.00
01/12/2024	PNC	141014	MACOMB COUNTY PUBLIC WORKS COMM	SEWAGE	923.000	537	248,236.00
01/12/2024	PNC	141027*#	WHITLOCK BUSINESS SYSTEMS	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	787.50
				MAIL OR POSTAGE	851.000	536	1,287.51
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	537	787.51
				MAIL OR POSTAGE	851.000	537	1,287.51
				CHECK PNC 141027 TOTAL FOR FUND 592:			4,150.03
01/18/2024	PNC	141029*	ATA NATIONAL TITLE GROUP, LLC	WATER READY TO SERVE	642.200	000	23.80
				SEWER READY TO SERVE	642.400	000	15.86
				METER REPLACEMENT	642.500	000	1.57
				CHECK PNC 141029 TOTAL FOR FUND 592:			41.23

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 592 WATER AND SEWER FUND							
01/18/2024	PNC	141035*	CORMICLE, WARREN	WATER READY TO SERVE	642.200	000	15.16
				SEWER READY TO SERVE	642.400	000	10.10
				METER REPLACEMENT	642.500	000	1.00
				CHECK PNC 141035 TOTAL FOR FUND 592:			26.26
01/18/2024	PNC	141048	SOLAR ATMOSPHERES OF MICHIGAN INC	WATER READY TO SERVE	642.200	000	293.17
				SEWER READY TO SERVE	642.400	000	195.45
				METER REPLACEMENT	642.500	000	19.20
				CHECK PNC 141048 TOTAL FOR FUND 592:			507.82
01/26/2024	PNC	141072	FERGUSON WATERWORKS	OPERATING SUPPLIES	742.000	536	5,577.20
				PROFESSIONAL/CONTRACTUAL SERVICES	801.000	536	22,967.25
				CHECK PNC 141072 TOTAL FOR FUND 592:			28,544.45
01/26/2024	PNC	141076	GREAT LAKES WATER AUTHORITY	SEWAGE	923.000	537	5,077.80
				Total for fund 592 WATER AND SEWER FUND			484,452.15

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 661 MOTOR POOL FUND							
01/05/2024	PNC	140992	CUMMINS SALES AND SERVICE	REPAIRS AND MAINTENANCE	930.000	596	4,845.51
01/12/2024	PNC	141004	FISHER AUTO PARTS, INC	VEHICLE REPAIRS AND MAINTENANCE	930.000	596	61.26
01/12/2024	PNC	141012	JEFFERSON AUTO SERVICE	REPAIRS AND MAINTENANCE	930.000	596	1,190.59
01/12/2024	PNC	141024*#	REINDEL TRUE VALUE	REPAIRS AND MAINTENANCE	930.000	596	8.88
01/18/2024	PNC	141036	FISHER AUTO PARTS, INC	VEHICLE REPAIRS AND MAINTENANCE	930.000	596	19.10
				VEHICLE REPAIRS AND MAINTENANCE	930.000	596	32.60
				CHECK PNC 141036 TOTAL FOR FUND 661:			51.70
01/26/2024	PNC	141065	CANFIELD EQUIPMENT SERVICE, INC.	REPAIRS AND MAINTENANCE	930.000	596	719.88
01/26/2024	PNC	141073	FISHER AUTO PARTS, INC	VEHICLE REPAIRS AND MAINTENANCE	930.000	596	138.39
01/26/2024	PNC	141083	MOTION & CONTROL ENTERPRISES, LLC	REPAIRS AND MAINTENANCE	930.000	596	1.47
				REPAIRS AND MAINTENANCE	930.000	596	60.59
				CHECK PNC 141083 TOTAL FOR FUND 661:			62.06
01/26/2024	PNC	141086	OSCAR W. LARSON CO.	PROFESSIONAL/CONTRACTUAL SERVICES	801.000	596	300.00
				Total for fund 661 MOTOR POOL FUND			7,378.27

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 703 CURRENT TAX COLLECTION FUND							
01/18/2024	PNC	141034	CORELOGIC CENTRALIZED REFUNDS	ART - IFT	274.000	000	221.73
				ART - IFT	274.000	000	139.60
				ART - IFT	274.000	000	152.33
				ART - IFT	274.000	000	115.37
				ART - IFT	274.000	000	84.99
				ART - IFT	274.000	000	190.83
				ART - IFT	274.000	000	251.50
				ART - IFT	274.000	000	141.62
				ART - IFT	274.000	000	182.70
				CHECK PNC 141034 TOTAL FOR FUND 703:			1,480.67
				Total for fund 703 CURRENT TAX COLLECTION FUND			1,480.67
			TOTAL - ALL FUNDS				1,171,618.59

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
101-000-402.000	TAXES - CURRENT REAL PROPERTY TAXES	9,233,358.00	9,233,358.00	8,736,719.26	0.00	496,638.74	94.62
101-000-410.000	TAXES - CURRENT PERSONAL PROPERTY TAXES	486,470.00	486,470.00	456,785.76	0.00	29,684.24	93.90
101-000-411.000	TAXES - DELINQUENT REAL PROPERTY TAXES	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-000-412.000	TAXES - DELINQUENT PERSONAL PROPERTY	10,000.00	10,000.00	3,162.32	0.00	6,837.68	31.62
101-000-415.000	TAXES - ALLOWANCE FOR CHARGEBACKS	(500.00)	(500.00)	(9,206.13)	0.00	8,706.13	1,841.23
101-000-427.000	TAXES - COMMUNITYWIDE SPECIAL ASSESSMENT	1,042,157.00	1,042,157.00	493,457.45	0.00	548,699.55	47.35
101-000-432.000	TAXES - PAYMENT IN LIEU OF TAXES	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
101-000-437.000	TAXES - INDUSTRIAL FACILITY TAX	130,000.00	130,000.00	54,013.50	0.00	75,986.50	41.55
101-000-445.000	TAXES - PENALTIES AND INTEREST ON TAXES	10,000.00	10,000.00	9,958.02	0.00	41.98	99.58
101-000-447.000	TAXES - PROPERTY TAX ADMINISTRATION FEE	260,000.00	260,000.00	272,134.44	0.00	(12,134.44)	104.67
101-000-477.100	CABLE TV FRANCHISE FEES - WOW	55,000.00	55,000.00	50,891.62	0.00	4,108.38	92.53
101-000-477.200	CABLE TV FRANCHISE FEES - COMCAST	150,000.00	150,000.00	37,017.71	0.00	112,982.29	24.68
101-000-477.300	CABLE TV FRANCHISE FEES - DTV	20,000.00	20,000.00	7,912.32	0.00	12,087.68	39.56
101-000-478.000	CELL TOWER LICENSES AND PERMITS	72,000.00	72,000.00	59,578.23	6,105.06	12,421.77	82.75
101-000-502.000	FEDERAL GRANTS - GENERAL GOVERNMENT	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00
101-000-522.000	FEDERAL GRANTS - CDBG	225,000.00	225,000.00	0.00	0.00	225,000.00	0.00
101-000-543.000	STATE GRANTS	10,750.00	10,750.00	46,239.79	6,010.36	(35,489.79)	430.14
101-000-547.000	STATE GRANTS - COURT EQUITY	29,755.00	29,755.00	13,762.20	0.00	15,992.80	46.25
101-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	800,000.00	800,000.00	940,140.38	0.00	(140,140.38)	117.52
101-000-574.000	STATE REVENUE SHARING	1,816,004.00	1,816,004.00	796,847.00	0.00	1,019,157.00	43.88
101-000-621.000	PROBATION OVERSIGHT FEE	10,000.00	10,000.00	3,421.04	0.00	6,578.96	34.21
101-000-627.000	BUILDING INSPECTION FEES	225,000.00	225,000.00	120,139.88	11,560.08	104,860.12	53.40
101-000-628.000	PLANNING COMMISSION FEES	5,000.00	5,000.00	3,750.00	0.00	1,250.00	75.00
101-000-629.000	ZONING BOARD OF APPEALS FEES	2,500.00	2,500.00	1,994.75	0.00	505.25	79.79
101-000-645.000	CHARGES FOR CITY SERVICES	225,000.00	225,000.00	162,305.42	16,339.67	62,694.58	72.14
101-000-656.000	DISTRICT COURT FEES	338,000.00	338,000.00	126,719.30	0.00	211,280.70	37.49
101-000-657.000	ORDINANCE FINES AND COSTS	5,000.00	5,000.00	2,668.00	0.00	2,332.00	53.36
101-000-665.000	INTEREST INCOME	6,000.00	6,000.00	242,793.80	0.00	(236,793.80)	4,046.56
101-000-673.000	GAIN/LOSS ON SALE OF ASSETS	15,000.00	15,000.00	5,536.72	5,536.72	9,463.28	36.91
101-000-675.000	OTHER REVENUE	40,000.00	40,000.00	95,802.40	1,000.00	(55,802.40)	239.51
101-000-676.000	REIMBURSEMENTS	0.00	0.00	12,983.57	0.00	(12,983.57)	100.00
101-000-677.000	ADMINISTRATIVE SERVICES	553,065.00	553,065.00	0.00	0.00	553,065.00	0.00
101-000-681.000	RETIREE HEALTH INSURANCE CONTRIBUTION	55,000.00	55,000.00	28,655.42	3,961.96	26,344.58	52.10
101-000-685.000	OPIOID SETTLEMENT REVENUE	5,000.00	5,000.00	11,575.18	0.00	(6,575.18)	231.50
101-000-687.000	REFUNDS OR REBATES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-000-689.000	CASH OVER OR SHORT	100.00	100.00	(242.63)	(100.00)	342.63	(242.63)
101-000-699.000	INTERFUND TRANSFERS IN	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00
Total Revenue:		16,250,859.00	16,250,859.00	12,787,516.72	50,413.85	3,463,342.28	78.69
Total Dept 000 - BALANCE SHEET		16,250,859.00	16,250,859.00	12,787,516.72	50,413.85	3,463,342.28	78.69
Dept 265 - BUILDINGS AND GROUNDS							
Account Type: Revenue							
101-265-676.000	REIMBURSEMENTS	0.00	0.00	81,567.22	0.00	(81,567.22)	100.00
Total Revenue:		0.00	0.00	81,567.22	0.00	(81,567.22)	100.00
Total Dept 265 - BUILDINGS AND GROUNDS		0.00	0.00	81,567.22	0.00	(81,567.22)	100.00
Dept 286 - DISTRICT COURT							

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Revenues							
Account Type: Revenue							
101-286-676.000	REIMBURSEMENTS	0.00	0.00	10,750.00	10,750.00	(10,750.00)	100.00
Total Revenue:		0.00	0.00	10,750.00	10,750.00	(10,750.00)	100.00
Total Dept 286 - DISTRICT COURT		0.00	0.00	10,750.00	10,750.00	(10,750.00)	100.00
TOTAL REVENUES		16,250,859.00	16,250,859.00	12,879,833.94	61,163.85	3,371,025.06	79.26
Expenditures							
Dept 101 - CITY COUNCIL							
Account Type: Expenditure							
101-101-702.000	ELECTED/APPOINTED OFFICIALS PAY	35,000.00	35,000.00	20,640.84	3,270.12	14,359.16	58.97
101-101-713.000	FICA	2,170.00	2,170.00	1,279.66	202.72	890.34	58.97
101-101-714.000	MEDICARE	508.00	508.00	299.28	47.42	208.72	58.91
101-101-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	130.00	130.00	0.00	0.00	130.00	0.00
101-101-742.000	OPERATING SUPPLIES	500.00	500.00	40.00	30.00	460.00	8.00
101-101-900.000	PRINTING AND PUBLISHING	5,000.00	5,000.00	326.85	0.00	4,673.15	6.54
101-101-955.000	CONFERENCES	1,000.00	1,000.00	475.00	475.00	525.00	47.50
101-101-956.000	MEMBERSHIPS	8,000.00	8,000.00	6,093.00	0.00	1,907.00	76.16
Total Expenditure:		52,308.00	52,308.00	29,154.63	4,025.26	23,153.37	55.74
Total Dept 101 - CITY COUNCIL		52,308.00	52,308.00	29,154.63	4,025.26	23,153.37	55.74
Dept 172 - CITY MANAGER							
Account Type: Expenditure							
101-172-703.000	SALARIES	169,580.00	169,580.00	92,156.86	11,361.78	77,423.14	54.34
101-172-704.000	WAGES - FULL TIME EMPLOYEES	45,700.00	45,700.00	14,375.16	689.57	31,324.84	31.46
101-172-710.000	VACATION	15,593.00	15,593.00	9,989.96	703.75	5,603.04	64.07
101-172-711.000	HOLIDAY	11,171.00	11,171.00	8,357.04	3,723.63	2,813.96	74.81
101-172-712.000	OVERTIME	0.00	0.00	448.50	0.00	(448.50)	100.00
101-172-713.000	FICA	15,676.00	15,676.00	8,108.32	1,026.22	7,567.68	51.72
101-172-714.000	MEDICARE	3,666.00	3,666.00	1,896.30	240.01	1,769.70	51.73
101-172-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	1,138.00	1,138.00	0.00	0.00	1,138.00	0.00
101-172-717.000	CASH IN LIEU OF BENEFITS (INS OPT OUT)	10,800.00	10,800.00	3,150.00	450.00	7,650.00	29.17
101-172-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	6,304.00	6,304.00	13,184.65	3,817.37	(6,880.65)	209.15
101-172-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	21,824.00	21,824.00	11,163.10	1,489.44	10,660.90	51.15
101-172-742.000	OPERATING SUPPLIES	2,000.00	2,000.00	763.12	0.00	1,236.88	38.16
101-172-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	5,000.00	5,000.00	5,829.60	526.65	(829.60)	116.59
101-172-843.000	MEDICAL PROVIDER SERVICES	5,000.00	5,000.00	440.00	90.00	4,560.00	8.80
101-172-851.000	MAIL OR POSTAGE	250.00	250.00	34.62	0.00	215.38	13.85
101-172-860.000	TRANSPORTATION	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-172-956.000	MEMBERSHIPS	425.00	425.00	50.00	0.00	375.00	11.76
101-172-957.000	PROFESSIONAL DEVELOPMENT	500.00	500.00	0.00	0.00	500.00	0.00
Total Expenditure:		315,627.00	315,627.00	169,947.23	24,118.42	145,679.77	53.84
Total Dept 172 - CITY MANAGER		315,627.00	315,627.00	169,947.23	24,118.42	145,679.77	53.84
Dept 212 - FINANCE							
Account Type: Expenditure							

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-212-703.000	SALARIES	82,386.00	82,386.00	36,281.27	5,149.05	46,104.73	44.04
101-212-704.000	WAGES - FULL TIME EMPLOYEES	115,122.00	115,122.00	43,047.51	6,080.27	72,074.49	37.39
101-212-710.000	VACATION	16,817.00	16,817.00	5,702.80	389.42	11,114.20	33.91
101-212-711.000	HOLIDAY	11,392.00	11,392.00	5,077.75	3,083.44	6,314.25	44.57
101-212-712.000	OVERTIME	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-212-713.000	FICA	14,515.00	14,515.00	5,510.46	943.28	9,004.54	37.96
101-212-714.000	MEDICARE	3,395.00	3,395.00	1,288.74	220.61	2,106.26	37.96
101-212-715.000	UNEMPLOYEMENT COMPENSATION	1,054.00	1,054.00	1,577.85	0.00	(523.85)	149.70
101-212-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	500.00	500.00	0.00	0.00	500.00	0.00
101-212-717.000	CASH IN LIEU OF BENEFITS (INS OPT OUT)	5,400.00	5,400.00	3,211.29	800.00	2,188.71	59.47
101-212-718.000	LONGEVITY PAY	3,000.00	3,000.00	500.00	0.00	2,500.00	16.67
101-212-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	56,736.00	56,736.00	15,182.89	3,230.37	41,553.11	26.76
101-212-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	3,750.00	3,750.00	961.60	192.32	2,788.40	25.64
101-212-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	7,200.00	7,200.00	3,184.58	553.84	4,015.42	44.23
101-212-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	0.00	0.00	247.30	98.92	(247.30)	100.00
101-212-742.000	OPERATING SUPPLIES	10,000.00	10,000.00	5,948.03	430.75	4,051.97	59.48
101-212-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	100,000.00	100,000.00	313,395.06	1,192.05	(213,395.06)	313.40
101-212-850.000	COMMUNICATIONS (PHONE AND CELL)	300.00	300.00	0.00	0.00	300.00	0.00
101-212-851.000	MAIL OR POSTAGE	8,500.00	8,500.00	4,285.89	0.00	4,214.11	50.42
101-212-955.000	CONFERENCES	500.00	500.00	350.00	0.00	150.00	70.00
101-212-956.000	MEMBERSHIPS	500.00	500.00	229.00	99.00	271.00	45.80
101-212-957.000	PROFESSIONAL DEVELOPMENT	3,000.00	3,000.00	807.62	0.00	2,192.38	26.92
101-212-965.000	BANK SERVICE CHARGES	30,000.00	30,000.00	23,883.80	0.00	6,116.20	79.61
Total Expenditure:		475,567.00	475,567.00	470,673.44	22,463.32	4,893.56	98.97
Total Dept 212 - FINANCE		475,567.00	475,567.00	470,673.44	22,463.32	4,893.56	98.97
Dept 215 - CLERK							
Account Type: Expenditure							
101-215-703.000	SALARIES	78,548.00	78,548.00	51,961.40	7,311.74	26,586.60	66.15
101-215-706.000	WAGES - TEMPORARY/SEASONAL EMPLOYEES	38,000.00	38,000.00	28,560.55	1,675.00	9,439.45	75.16
101-215-710.000	VACATION	1,616.00	1,616.00	1,616.35	0.00	(0.35)	100.02
101-215-711.000	HOLIDAY	3,879.00	3,879.00	2,747.77	1,293.08	1,131.23	70.84
101-215-712.000	OVERTIME	0.00	0.00	3,264.19	353.63	(3,264.19)	100.00
101-215-713.000	FICA	7,567.00	7,567.00	3,833.72	634.78	3,733.28	50.66
101-215-714.000	MEDICARE	1,770.00	1,770.00	896.60	148.46	873.40	50.66
101-215-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	549.00	549.00	(416.00)	0.00	965.00	(75.77)
101-215-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	15,353.00	15,353.00	5,178.30	4,188.57	10,174.70	33.73
101-215-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	0.00	0.00	35.52	0.00	(35.52)	100.00
101-215-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	6,723.00	6,723.00	3,876.14	517.24	2,846.86	57.65
101-215-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	0.00	0.00	16.76	0.00	(16.76)	100.00
101-215-742.000	OPERATING SUPPLIES	10,000.00	10,000.00	8,721.49	146.61	1,278.51	87.21
101-215-791.000	SUBSCRIPTIONS AND PUBLICATIONS	6,600.00	6,600.00	8,693.25	0.00	(2,093.25)	131.72
101-215-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	9,500.00	9,500.00	518.35	0.00	8,981.65	5.46
101-215-851.000	MAIL OR POSTAGE	5,100.00	5,100.00	10,899.96	3,000.00	(5,799.96)	213.72
101-215-955.000	CONFERENCES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-215-956.000	MEMBERSHIPS	300.00	300.00	260.00	0.00	40.00	86.67
101-215-957.000	PROFESSIONAL DEVELOPMENT	500.00	500.00	0.00	0.00	500.00	0.00
101-215-972.000	CAPITAL OUTLAY	1,500.00	1,500.00	1,385.00	0.00	115.00	92.33
Total Expenditure:		190,505.00	190,505.00	132,049.35	19,269.11	58,455.65	69.32

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 215 - CLERK		190,505.00	190,505.00	132,049.35	19,269.11	58,455.65	69.32
Dept 228 - INFORMATION TECHNOLOGY							
Account Type: Expenditure							
101-228-705.000	WAGES - PART TIME EMPLOYEES	36,400.00	36,400.00	7,553.75	1,803.75	28,846.25	20.75
101-228-713.000	FICA	2,257.00	2,257.00	468.33	111.83	1,788.67	20.75
101-228-714.000	MEDICARE	528.00	528.00	109.53	26.15	418.47	20.74
101-228-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	164.00	164.00	0.00	0.00	164.00	0.00
101-228-742.000	OPERATING SUPPLIES	500.00	500.00	15.00	0.00	485.00	3.00
101-228-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	150,000.00	150,000.00	54,717.46	577.00	95,282.54	36.48
101-228-850.000	COMMUNICATIONS (PHONE AND CELL)	20,000.00	20,000.00	6,309.96	867.29	13,690.04	31.55
101-228-852.000	MISC COMMUNICATIONS (INTERNET)	45,000.00	45,000.00	21,275.78	2,178.88	23,724.22	47.28
101-228-941.000	LEASED ASSETS	30,000.00	30,000.00	1,741.14	0.00	28,258.86	5.80
101-228-960.000	MISCELLANEOUS	40,000.00	40,000.00	554.93	0.00	39,445.07	1.39
Total Expenditure:		324,849.00	324,849.00	92,745.88	5,564.90	232,103.12	28.55
Total Dept 228 - INFORMATION TECHNOLOGY		324,849.00	324,849.00	92,745.88	5,564.90	232,103.12	28.55
Dept 257 - ASSESSING							
Account Type: Expenditure							
101-257-702.000	ELECTED/APPOINTED OFFICIALS PAY	1,400.00	1,400.00	225.00	0.00	1,175.00	16.07
101-257-713.000	FICA	87.00	87.00	8.37	0.00	78.63	9.62
101-257-714.000	MEDICARE	21.00	21.00	1.95	0.00	19.05	9.29
101-257-742.000	OPERATING SUPPLIES	3,000.00	3,000.00	767.24	0.00	2,232.76	25.57
101-257-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	128,000.00	128,000.00	82,649.16	10,934.50	45,350.84	64.57
101-257-851.000	MAIL OR POSTAGE	2,800.00	2,800.00	2,864.65	(2,746.00)	(64.65)	102.31
101-257-900.000	PRINTING AND PUBLISHING	2,500.00	2,500.00	489.37	0.00	2,010.63	19.57
101-257-957.000	PROFESSIONAL DEVELOPMENT	150.00	150.00	0.00	0.00	150.00	0.00
Total Expenditure:		137,958.00	137,958.00	87,005.74	8,188.50	50,952.26	63.07
Total Dept 257 - ASSESSING		137,958.00	137,958.00	87,005.74	8,188.50	50,952.26	63.07
Dept 265 - BUILDINGS AND GROUNDS							
Account Type: Expenditure							
101-265-703.000	SALARIES	16,902.00	16,902.00	0.00	0.00	16,902.00	0.00
101-265-704.000	WAGES - FULL TIME EMPLOYEES	64,337.00	64,337.00	0.00	0.00	64,337.00	0.00
101-265-705.000	WAGES - PART TIME EMPLOYEES	25,038.00	25,038.00	25,059.97	4,340.00	(21.97)	100.09
101-265-713.000	FICA	6,589.00	6,589.00	1,589.68	269.08	4,999.32	24.13
101-265-714.000	MEDICARE	1,541.00	1,541.00	371.78	62.93	1,169.22	24.13
101-265-742.000	OPERATING SUPPLIES	30,000.00	30,000.00	18,781.50	1,308.54	11,218.50	62.61
101-265-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	160,000.00	160,000.00	3,852.33	1,345.00	156,147.67	2.41
101-265-850.000	COMMUNICATIONS (PHONE AND CELL)	8,000.00	8,000.00	4,947.83	0.00	3,052.17	61.85
101-265-920.000	ELECTRIC	80,000.00	80,000.00	45,068.85	0.00	34,931.15	56.34
101-265-921.000	NATURAL GAS	37,000.00	37,000.00	16,152.00	0.00	20,848.00	43.65
101-265-922.000	WATER	16,000.00	16,000.00	8,691.03	0.00	7,308.97	54.32
101-265-930.000	REPAIRS AND MAINTENANCE	165,000.00	165,000.00	155,603.85	5,171.76	9,396.15	94.31
101-265-972.000	CAPITAL OUTLAY	830,000.00	830,000.00	71,376.35	13,101.88	758,623.65	8.60
Total Expenditure:		1,440,407.00	1,440,407.00	351,495.17	25,599.19	1,088,911.83	24.40

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 265 - BUILDINGS AND GROUNDS		1,440,407.00	1,440,407.00	351,495.17	25,599.19	1,088,911.83	24.40
Dept 266 - LEGAL							
Account Type: Expenditure							
101-266-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	140,000.00	140,000.00	115,999.37	0.00	24,000.63	82.86
Total Expenditure:		140,000.00	140,000.00	115,999.37	0.00	24,000.63	82.86
Total Dept 266 - LEGAL		140,000.00	140,000.00	115,999.37	0.00	24,000.63	82.86
Dept 286 - DISTRICT COURT							
Account Type: Expenditure							
101-286-703.000	SALARIES	27,435.00	27,435.00	14,860.35	2,286.21	12,574.65	54.17
101-286-704.000	WAGES - FULL TIME EMPLOYEES	147,184.00	147,184.00	78,965.57	7,996.03	68,218.43	53.65
101-286-705.000	WAGES - PART TIME EMPLOYEES	17,732.00	17,732.00	4,026.12	0.00	13,705.88	22.71
101-286-710.000	VACATION	9,354.00	9,354.00	8,225.65	1,664.11	1,128.35	87.94
101-286-711.000	HOLIDAY	8,239.00	8,239.00	5,906.13	3,168.78	2,332.87	71.69
101-286-712.000	OVERTIME	0.00	0.00	5,571.85	688.67	(5,571.85)	100.00
101-286-713.000	FICA	11,533.00	11,533.00	7,079.05	900.72	4,453.95	61.38
101-286-714.000	MEDICARE	2,697.00	2,697.00	1,657.19	210.65	1,039.81	61.45
101-286-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	837.00	837.00	0.00	0.00	837.00	0.00
101-286-718.000	LONGEVITY PAY	3,075.00	3,075.00	1,890.00	0.00	1,185.00	61.46
101-286-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	48,431.00	48,431.00	38,669.30	10,323.48	9,761.70	79.84
101-286-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	1,250.00	1,250.00	721.20	96.16	528.80	57.70
101-286-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	7,825.00	7,825.00	2,083.27	260.59	5,741.73	26.62
101-286-742.000	OPERATING SUPPLIES	10,000.00	10,000.00	4,331.07	0.00	5,668.93	43.31
101-286-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	71,800.00	71,800.00	44,652.58	1,166.67	27,147.42	62.19
101-286-851.000	MAIL OR POSTAGE	4,500.00	4,500.00	2,976.75	0.00	1,523.25	66.15
101-286-860.000	TRANSPORTATION	1,000.00	1,000.00	415.56	0.00	584.44	41.56
101-286-940.000	RENTALS	300,000.00	300,000.00	224,366.25	0.00	75,633.75	74.79
101-286-957.000	PROFESSIONAL DEVELOPMENT	3,500.00	3,500.00	1,750.00	0.00	1,750.00	50.00
Total Expenditure:		676,392.00	676,392.00	448,147.89	28,762.07	228,244.11	66.26
Total Dept 286 - DISTRICT COURT		676,392.00	676,392.00	448,147.89	28,762.07	228,244.11	66.26
Dept 301 - PUBLIC SAFETY							
Account Type: Expenditure							
101-301-703.000	SALARIES	101,803.00	101,803.00	52,857.80	8,111.35	48,945.20	51.92
101-301-704.000	WAGES - FULL TIME EMPLOYEES	2,396,022.00	2,396,022.00	1,176,035.53	151,097.21	1,219,986.47	49.08
101-301-705.000	WAGES - PART TIME EMPLOYEES	89,086.00	89,086.00	32,273.90	3,365.60	56,812.10	36.23
101-301-710.000	VACATION	316,869.00	316,869.00	113,237.09	9,096.82	203,631.91	35.74
101-301-711.000	HOLIDAY	120,268.00	120,268.00	45,884.99	3,054.61	74,383.01	38.15
101-301-712.000	OVERTIME	350,000.00	350,000.00	239,028.09	39,842.09	110,971.91	68.29
101-301-713.000	FICA	187,705.00	187,705.00	106,171.19	13,471.31	81,533.81	56.56
101-301-714.000	MEDICARE	43,900.00	43,900.00	24,830.36	3,150.54	19,069.64	56.56
101-301-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	13,025.00	13,025.00	(9,257.00)	0.00	22,282.00	(71.07)
101-301-717.000	CASH IN LIEU OF BENEFITS (INS OPT OUT)	44,400.00	44,400.00	25,550.00	3,200.00	18,850.00	57.55
101-301-718.000	LONGEVITY PAY	30,360.00	30,360.00	16,184.10	1,575.00	14,175.90	53.31
101-301-720.000	EDUCATION ALLOWANCE	20,532.00	20,532.00	11,973.58	1,579.40	8,558.42	58.32
101-301-721.000	CLOTHING ALLOWANCE	37,800.00	37,800.00	1,125.00	0.00	36,675.00	2.98
101-301-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	292,594.00	292,594.00	232,706.03	69,080.53	59,887.97	79.53

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-301-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	37,500.00	37,500.00	11,537.13	1,634.34	25,962.87	30.77
101-301-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	8,615.00	8,615.00	74,043.11	16,452.40	(65,428.11)	859.47
101-301-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	275,000.00	275,000.00	58,713.89	8,399.10	216,286.11	21.35
101-301-725.500	MERS DIVISION 20 POLC	1,154,388.00	1,154,388.00	564,516.00	0.00	589,872.00	48.90
101-301-725.600	MERS DIVISION 21 POAM - VOLUNTARY	682,872.00	682,872.00	314,352.00	0.00	368,520.00	46.03
101-301-742.000	OPERATING SUPPLIES	95,000.00	95,000.00	25,322.30	1,000.96	69,677.70	26.66
101-301-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	60,000.00	60,000.00	21,054.64	610.00	38,945.36	35.09
101-301-843.000	MEDICAL PROVIDER SERVICES	8,000.00	8,000.00	4,835.00	2,611.00	3,165.00	60.44
101-301-850.000	COMMUNICATIONS (PHONE AND CELL)	12,000.00	12,000.00	3,364.56	329.39	8,635.44	28.04
101-301-851.000	MAIL OR POSTAGE	1,500.00	1,500.00	354.75	0.00	1,145.25	23.65
101-301-886.000	PROGRAMMING - OWI ENFORCEMENT	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-301-930.000	REPAIRS AND MAINTENANCE	280,000.00	280,000.00	2,725.72	0.00	277,274.28	0.97
101-301-956.000	MEMBERSHIPS	1,500.00	1,500.00	680.00	0.00	820.00	45.33
101-301-957.000	PROFESSIONAL DEVELOPMENT	40,000.00	40,000.00	12,955.66	0.00	27,044.34	32.39
101-301-957.100	PROFESSIONAL DEVELOPMENT - 302 FUNDS	4,000.00	4,000.00	5,318.88	0.00	(1,318.88)	132.97
101-301-972.000	CAPITAL OUTLAY	152,000.00	152,000.00	170,472.00	0.00	(18,472.00)	112.15
Total Expenditure:		6,858,739.00	6,858,739.00	3,338,846.30	337,661.65	3,519,892.70	48.68
Total Dept 301 - PUBLIC SAFETY		6,858,739.00	6,858,739.00	3,338,846.30	337,661.65	3,519,892.70	48.68
Dept 325 - COMMUNICATIONS/DISPATCH							
Account Type: Expenditure							
101-325-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	341,076.00	341,076.00	170,538.00	0.00	170,538.00	50.00
Total Expenditure:		341,076.00	341,076.00	170,538.00	0.00	170,538.00	50.00
Total Dept 325 - COMMUNICATIONS/DISPATCH		341,076.00	341,076.00	170,538.00	0.00	170,538.00	50.00
Dept 441 - DEPARTMENT OF PUBLIC WORKS							
Account Type: Expenditure							
101-441-703.000	SALARIES	16,902.00	16,902.00	94,937.59	10,938.47	(78,035.59)	561.69
101-441-704.000	WAGES - FULL TIME EMPLOYEES	64,337.00	64,337.00	175,378.58	19,920.50	(111,041.58)	272.59
101-441-705.000	WAGES - PART TIME EMPLOYEES	27,067.00	27,067.00	13,334.99	1,790.00	13,732.01	49.27
101-441-706.000	WAGES - TEMPORARY/SEASONAL EMPLOYEES	0.00	0.00	2,413.00	600.00	(2,413.00)	100.00
101-441-710.000	VACATION	44,506.00	44,506.00	20,268.78	1,515.19	24,237.22	45.54
101-441-711.000	HOLIDAY	9,332.00	9,332.00	18,565.21	9,669.01	(9,233.21)	198.94
101-441-712.000	OVERTIME	10,000.00	10,000.00	6,494.20	86.25	3,505.80	64.94
101-441-713.000	FICA	10,673.00	10,673.00	22,081.21	2,747.13	(11,408.21)	206.89
101-441-714.000	MEDICARE	2,651.00	2,651.00	5,164.18	642.47	(2,513.18)	194.80
101-441-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	775.00	775.00	0.00	0.00	775.00	0.00
101-441-717.000	CASH IN LIEU OF BENEFITS (INS OPT OUT)	9,600.00	9,600.00	7,250.00	350.00	2,350.00	75.52
101-441-718.000	LONGEVITY PAY	2,200.00	2,200.00	3,300.00	0.00	(1,100.00)	150.00
101-441-721.000	CLOTHING ALLOWANCE	8,400.00	8,400.00	8,400.00	0.00	0.00	100.00
101-441-722.000	UNIFORMS	500.00	500.00	463.00	0.00	37.00	92.60
101-441-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	41,522.00	41,522.00	40,795.85	16,501.76	726.15	98.25
101-441-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	3,250.00	3,250.00	3,291.34	425.21	(41.34)	101.27
101-441-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	14,631.00	14,631.00	8,719.52	1,186.14	5,911.48	59.60
101-441-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	6,026.00	6,026.00	6,414.14	825.64	(388.14)	106.44
101-441-725.700	MERS DIVISION 23 DPW	300,000.00	300,000.00	122,370.00	0.00	177,630.00	40.79
101-441-742.000	OPERATING SUPPLIES	10,000.00	10,000.00	6,444.74	35.00	3,555.26	64.45
101-441-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	295,000.00	295,000.00	112,205.88	1,171.80	182,794.12	38.04
101-441-801.200	PROFESSIONAL SERVICES - ENGINEERING	0.00	0.00	3,345.48	0.00	(3,345.48)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-441-843.000	MEDICAL PROVIDER SERVICES	500.00	500.00	1,271.00	0.00	(771.00)	254.20
101-441-850.000	COMMUNICATIONS (PHONE AND CELL)	7,500.00	7,500.00	3,148.16	0.00	4,351.84	41.98
101-441-851.000	MAIL OR POSTAGE	500.00	500.00	10.08	0.00	489.92	2.02
101-441-930.000	REPAIRS AND MAINTENANCE	51,000.00	51,000.00	719.58	0.00	50,280.42	1.41
101-441-930.100	REPAIRS - STORM DRAINS MAINTENANCE	95,000.00	95,000.00	4,130.00	0.00	90,870.00	4.35
101-441-955.000	CONFERENCES	7,000.00	7,000.00	2,321.75	0.00	4,678.25	33.17
101-441-956.000	MEMBERSHIPS	500.00	500.00	465.00	0.00	35.00	93.00
101-441-957.000	PROFESSIONAL DEVELOPMENT	10,000.00	10,000.00	1,976.00	150.00	8,024.00	19.76
101-441-972.000	CAPITAL OUTLAY	1,400,000.00	1,400,000.00	41,233.87	4,130.00	1,358,766.13	2.95
Total Expenditure:		2,449,372.00	2,449,372.00	736,913.13	72,684.57	1,712,458.87	30.09
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		2,449,372.00	2,449,372.00	736,913.13	72,684.57	1,712,458.87	30.09
Dept 448 - STREET LIGHTING							
Account Type: Expenditure							
101-448-920.000	ELECTRIC	2,000.00	2,000.00	1,068.16	0.00	931.84	53.41
101-448-920.500	ELECTRIC (STREET LIGHTING)	230,000.00	230,000.00	133,916.58	0.00	96,083.42	58.22
Total Expenditure:		232,000.00	232,000.00	134,984.74	0.00	97,015.26	58.18
Total Dept 448 - STREET LIGHTING		232,000.00	232,000.00	134,984.74	0.00	97,015.26	58.18
Dept 672 - SENIOR ACTIVITY CENTER							
Account Type: Expenditure							
101-672-704.000	WAGES - FULL TIME EMPLOYEES	23,800.00	23,800.00	0.00	0.00	23,800.00	0.00
101-672-705.000	WAGES - PART TIME EMPLOYEES	45,985.00	45,985.00	16,657.86	1,783.25	29,327.14	36.22
101-672-710.000	VACATION	1,000.00	1,000.00	393.60	32.80	606.40	39.36
101-672-711.000	HOLIDAY	1,200.00	1,200.00	532.98	328.00	667.02	44.42
101-672-713.000	FICA	4,463.00	4,463.00	1,125.06	132.93	3,337.94	25.21
101-672-714.000	MEDICARE	1,043.00	1,043.00	263.11	31.09	779.89	25.23
101-672-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	324.00	324.00	0.00	0.00	324.00	0.00
101-672-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-672-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	2,530.00	2,530.00	0.00	0.00	2,530.00	0.00
101-672-742.000	OPERATING SUPPLIES	5,000.00	5,000.00	2,435.33	127.02	2,564.67	48.71
101-672-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	15,000.00	15,000.00	10,496.20	964.50	4,503.80	69.97
101-672-850.000	COMMUNICATIONS (PHONE AND CELL)	500.00	500.00	0.00	0.00	500.00	0.00
101-672-851.000	MAIL OR POSTAGE	200.00	200.00	0.00	0.00	200.00	0.00
101-672-881.000	PROGRAMMING	10,000.00	10,000.00	1,108.97	0.00	8,891.03	11.09
101-672-930.000	REPAIRS AND MAINTENANCE	2,300.00	2,300.00	0.00	0.00	2,300.00	0.00
Total Expenditure:		118,345.00	118,345.00	33,013.11	3,399.59	85,331.89	27.90
Total Dept 672 - SENIOR ACTIVITY CENTER		118,345.00	118,345.00	33,013.11	3,399.59	85,331.89	27.90
Dept 701 - PLANNING							
Account Type: Expenditure							
101-701-702.000	ELECTED/APPOINTED OFFICIALS PAY	1,700.00	1,700.00	860.00	100.00	840.00	50.59
101-701-703.000	SALARIES	0.00	0.00	20.00	20.00	(20.00)	100.00
101-701-713.000	FICA	105.00	105.00	54.56	7.44	50.44	51.96
101-701-714.000	MEDICARE	25.00	25.00	12.76	1.74	12.24	51.04
101-701-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	75,000.00	75,000.00	27,149.48	0.00	47,850.52	36.20

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Fund 101 - GENERAL FUND							
Expenditures							
101-701-900.000	PRINTING AND PUBLISHING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Expenditure:		78,830.00	78,830.00	28,096.80	129.18	50,733.20	35.64
Total Dept 701 - PLANNING		78,830.00	78,830.00	28,096.80	129.18	50,733.20	35.64
Dept 702 - ZONING							
Account Type: Expenditure							
101-702-702.000	ELECTED/APPOINTED OFFICIALS PAY	1,500.00	1,500.00	650.00	0.00	850.00	43.33
101-702-703.000	SALARIES	0.00	0.00	162.50	125.00	(162.50)	100.00
101-702-713.000	FICA	75.00	75.00	44.17	6.20	30.83	58.89
101-702-714.000	MEDICARE	15.00	15.00	10.30	1.44	4.70	68.67
101-702-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	0.00	0.00	6.81	0.00	(6.81)	100.00
101-702-900.000	PRINTING AND PUBLISHING	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Expenditure:		3,590.00	3,590.00	873.78	132.64	2,716.22	24.34
Total Dept 702 - ZONING		3,590.00	3,590.00	873.78	132.64	2,716.22	24.34
Dept 703 - BUILDING DEPARTMENT							
Account Type: Expenditure							
101-703-704.000	WAGES - FULL TIME EMPLOYEES	85,617.00	85,617.00	28,476.68	3,728.19	57,140.32	33.26
101-703-705.000	WAGES - PART TIME EMPLOYEES	30,914.00	30,914.00	27,821.92	3,162.50	3,092.08	90.00
101-703-710.000	VACATION	9,119.00	9,119.00	2,965.64	0.00	6,153.36	32.52
101-703-711.000	HOLIDAY	5,154.00	5,154.00	3,099.33	1,467.17	2,054.67	60.13
101-703-713.000	FICA	8,463.00	8,463.00	3,641.15	505.41	4,821.85	43.02
101-703-714.000	MEDICARE	1,979.00	1,979.00	851.58	118.21	1,127.42	43.03
101-703-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	614.00	614.00	0.00	0.00	614.00	0.00
101-703-717.000	CASH IN LIEU OF BENEFITS (INS OPT OUT)	4,200.00	4,200.00	0.00	0.00	4,200.00	0.00
101-703-718.000	LONGEVITY PAY	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-703-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	21,839.00	21,839.00	15,699.91	4,146.95	6,139.09	71.89
101-703-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	1,250.00	1,250.00	769.28	96.16	480.72	61.54
101-703-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	0.00	0.00	2,400.00	320.00	(2,400.00)	100.00
101-703-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	0.00	0.00	848.14	384.95	(848.14)	100.00
101-703-742.000	OPERATING SUPPLIES	3,000.00	3,000.00	545.34	19.48	2,454.66	18.18
101-703-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	130,000.00	130,000.00	56,139.95	90.00	73,860.05	43.18
101-703-850.000	COMMUNICATIONS (PHONE AND CELL)	1,000.00	1,000.00	1,008.42	0.00	(8.42)	100.84
101-703-851.000	MAIL OR POSTAGE	1,000.00	1,000.00	260.24	0.00	739.76	26.02
101-703-930.000	REPAIRS AND MAINTENANCE	6,500.00	6,500.00	0.00	0.00	6,500.00	0.00
101-703-955.000	CONFERENCES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-703-956.000	MEMBERSHIPS	250.00	250.00	0.00	0.00	250.00	0.00
101-703-957.000	PROFESSIONAL DEVELOPMENT	750.00	750.00	0.00	0.00	750.00	0.00
Total Expenditure:		314,649.00	314,649.00	144,527.58	14,039.02	170,121.42	45.93
Total Dept 703 - BUILDING DEPARTMENT		314,649.00	314,649.00	144,527.58	14,039.02	170,121.42	45.93
Dept 751 - RECREATION							
Account Type: Expenditure							
101-751-702.000	ELECTED/APPOINTED OFFICIALS PAY	1,250.00	1,250.00	300.00	60.00	950.00	24.00
101-751-704.000	WAGES - FULL TIME EMPLOYEES	23,800.00	23,800.00	20,737.48	3,200.00	3,062.52	87.13
101-751-706.000	WAGES - TEMPORARY/SEASONAL EMPLOYEES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-751-710.000	VACATION	1,000.00	1,000.00	2,150.00	0.00	(1,150.00)	215.00
101-751-711.000	HOLIDAY	1,200.00	1,200.00	1,100.00	800.00	100.00	91.67
101-751-713.000	FICA	1,612.00	1,612.00	1,561.00	247.69	51.00	96.84
101-751-714.000	MEDICARE	377.00	377.00	365.09	57.94	11.91	96.84
101-751-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	117.00	117.00	0.00	0.00	117.00	0.00
101-751-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	5,000.00	5,000.00	1,140.18	624.13	3,859.82	22.80
101-751-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	2,080.00	2,080.00	1,944.00	320.00	136.00	93.46
101-751-742.000	OPERATING SUPPLIES	2,000.00	2,000.00	377.38	59.49	1,622.62	18.87
101-751-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	25,000.00	25,000.00	3,024.00	0.00	21,976.00	12.10
101-751-851.000	MAIL OR POSTAGE	500.00	500.00	0.63	0.00	499.37	0.13
101-751-880.000	COMMUNITY PROMOTION	12,000.00	12,000.00	7,500.00	0.00	4,500.00	62.50
101-751-881.000	PROGRAMMING - RECREATION REVOLVING FUNDS	20,000.00	20,000.00	1,019.34	0.00	18,980.66	5.10
101-751-900.000	PRINTING AND PUBLISHING	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-751-955.000	CONFERENCES	1,000.00	1,000.00	70.00	0.00	930.00	7.00
101-751-956.000	MEMBERSHIPS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
Total Expenditure:		108,936.00	108,936.00	41,289.10	5,369.25	67,646.90	37.90
Total Dept 751 - RECREATION		108,936.00	108,936.00	41,289.10	5,369.25	67,646.90	37.90
Dept 770 - PARK MAINTENANCE							
Account Type: Expenditure							
101-770-705.000	WAGES - PART TIME EMPLOYEES	64,805.00	64,805.00	6,660.00	2,100.00	58,145.00	10.28
101-770-706.000	WAGES - TEMPORARY/SEASONAL EMPLOYEES	0.00	0.00	10,469.49	110.00	(10,469.49)	100.00
101-770-713.000	FICA	0.00	0.00	1,089.08	137.02	(1,089.08)	100.00
101-770-714.000	MEDICARE	0.00	0.00	254.71	32.05	(254.71)	100.00
101-770-742.000	OPERATING SUPPLIES	20,000.00	20,000.00	4,621.70	190.00	15,378.30	23.11
101-770-922.000	WATER	600.00	600.00	337.99	0.00	262.01	56.33
101-770-930.000	REPAIRS AND MAINTENANCE	100,000.00	100,000.00	47,549.31	0.00	52,450.69	47.55
101-770-972.000	CAPITAL OUTLAY	277,000.00	277,000.00	170,387.32	0.00	106,612.68	61.51
Total Expenditure:		462,405.00	462,405.00	241,369.60	2,569.07	221,035.40	52.20
Total Dept 770 - PARK MAINTENANCE		462,405.00	462,405.00	241,369.60	2,569.07	221,035.40	52.20
Dept 803 - HISTORICAL COMMISSION							
Account Type: Expenditure							
101-803-742.000	OPERATING SUPPLIES	500.00	500.00	87.94	0.00	412.06	17.59
101-803-930.000	REPAIRS AND MAINTENANCE	0.00	0.00	1,950.00	0.00	(1,950.00)	100.00
Total Expenditure:		500.00	500.00	2,037.94	0.00	(1,537.94)	407.59
Total Dept 803 - HISTORICAL COMMISSION		500.00	500.00	2,037.94	0.00	(1,537.94)	407.59
Dept 951 - INSURANCE							
Account Type: Expenditure							
101-951-801.100	PROPERTY/VEHICLE LIABILITY INSURANCE	634,345.00	634,345.00	646,481.00	0.00	(12,136.00)	101.91
Total Expenditure:		634,345.00	634,345.00	646,481.00	0.00	(12,136.00)	101.91
Total Dept 951 - INSURANCE		634,345.00	634,345.00	646,481.00	0.00	(12,136.00)	101.91

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
Dept 961 - RETIREE							
Account Type: Expenditure							
101-961-713.000	FICA	0.00	0.00	260.40	260.40	(260.40)	100.00
101-961-714.000	MEDICARE	0.00	0.00	60.96	60.96	(60.96)	100.00
101-961-717.000	CASH IN LIEU OF BENEFITS (INS OPT OUT)	27,720.00	27,720.00	19,600.00	4,200.00	8,120.00	70.71
101-961-724.300	RETIREE HEALTH CARE - OPEB	1,300,000.00	1,300,000.00	826,173.90	186,748.50	473,826.10	63.55
101-961-725.300	MERS DIVISION 10 SUPERVISOR	711,336.00	711,336.00	358,296.00	0.00	353,040.00	50.37
101-961-725.400	MERS DIVISION 11 CLERICAL	44,148.00	44,148.00	11,490.00	0.00	32,658.00	26.03
101-961-840.000	INSURANCE PREMIUM (LIFE)	1,896.00	1,896.00	1,135.49	173.31	760.51	59.89
Total Expenditure:		2,085,100.00	2,085,100.00	1,217,016.75	191,443.17	868,083.25	58.37
Total Dept 961 - RETIREE		2,085,100.00	2,085,100.00	1,217,016.75	191,443.17	868,083.25	58.37
TOTAL EXPENDITURES		17,441,500.00	17,441,500.00	8,633,206.53	765,418.91	8,808,293.47	49.50
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		16,250,859.00	16,250,859.00	12,879,833.94	61,163.85	3,371,025.06	79.26
TOTAL EXPENDITURES		17,441,500.00	17,441,500.00	8,633,206.53	765,418.91	8,808,293.47	49.50
NET OF REVENUES & EXPENDITURES		(1,190,641.00)	(1,190,641.00)	4,246,627.41	(704,255.06)	(5,437,268.41)	356.67
BEG. FUND BALANCE		13,038,615.55	13,038,615.55	13,038,615.55			
END FUND BALANCE		11,847,974.55	11,847,974.55	17,285,242.96			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
202-000-543.000	STATE GRANTS	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
202-000-546.000	STATE GRANTS - HIGHWAY AND STREETS	1,100,000.00	1,100,000.00	455,571.56	0.00	644,428.44	41.42
202-000-665.000	INTEREST INCOME	0.00	0.00	58,506.61	0.00	(58,506.61)	100.00
202-000-675.000	OTHER REVENUE	0.00	0.00	12,976.64	0.00	(12,976.64)	100.00
Total Revenue:		1,108,000.00	1,108,000.00	527,054.81	0.00	580,945.19	47.57
Total Dept 000 - BALANCE SHEET		1,108,000.00	1,108,000.00	527,054.81	0.00	580,945.19	47.57
TOTAL REVENUES		1,108,000.00	1,108,000.00	527,054.81	0.00	580,945.19	47.57
Expenditures							
Dept 441 - DEPARTMENT OF PUBLIC WORKS							
Account Type: Expenditure							
202-441-703.000	SALARIES	8,451.00	8,451.00	0.00	0.00	8,451.00	0.00
202-441-704.000	WAGES - FULL TIME EMPLOYEES	32,169.00	32,169.00	39,400.13	4,368.07	(7,231.13)	122.48
202-441-705.000	WAGES - PART TIME EMPLOYEES	3,683.00	3,683.00	0.00	0.00	3,683.00	0.00
202-441-710.000	VACATION	4,451.00	4,451.00	1,739.87	112.34	2,711.13	39.09
202-441-711.000	HOLIDAY	2,333.00	2,333.00	2,134.44	1,123.41	198.56	91.49
202-441-712.000	OVERTIME	10,000.00	10,000.00	4,636.19	1,030.83	5,363.81	46.36
202-441-713.000	FICA	3,787.00	3,787.00	2,998.86	399.14	788.14	79.19
202-441-714.000	MEDICARE	886.00	886.00	701.33	93.34	184.67	79.16
202-441-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	275.00	275.00	0.00	0.00	275.00	0.00
202-441-721.000	CLOTHING ALLOWANCE	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
202-441-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	6,920.00	6,920.00	7,120.20	2,153.03	(200.20)	102.89
202-441-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	813.00	813.00	642.91	93.64	170.09	79.08
202-441-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	1,004.00	1,004.00	1,306.94	204.57	(302.94)	130.17
202-441-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	50,000.00	50,000.00	19,722.03	163.80	30,277.97	39.44
202-441-801.200	PROFESSIONAL SERVICES - ENGINEERING	0.00	0.00	570.72	0.00	(570.72)	100.00
202-441-930.000	REPAIRS AND MAINTENANCE	88,000.00	88,000.00	16,169.62	0.00	71,830.38	18.37
202-441-930.200	REPAIRS - STREETS MAINTENANCE	250,000.00	250,000.00	11,085.69	1,290.60	238,914.31	4.43
202-441-930.300	REPAIRS - TRAFFIC SERVICES MAINTENANCE	25,000.00	25,000.00	11,782.36	0.00	13,217.64	47.13
202-441-930.400	REPAIRS - WINTER STREET MAINTENANCE	12,000.00	12,000.00	5,455.42	0.00	6,544.58	45.46
202-441-972.000	CAPITAL OUTLAY	1,155,000.00	1,155,000.00	742,611.64	0.00	412,388.36	64.30
202-441-995.000	INTERFUND TRANSFER OUT	275,000.00	275,000.00	0.00	0.00	275,000.00	0.00
Total Expenditure:		1,930,972.00	1,930,972.00	868,078.35	11,032.77	1,062,893.65	44.96
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		1,930,972.00	1,930,972.00	868,078.35	11,032.77	1,062,893.65	44.96
TOTAL EXPENDITURES		1,930,972.00	1,930,972.00	868,078.35	11,032.77	1,062,893.65	44.96
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		1,108,000.00	1,108,000.00	527,054.81	0.00	580,945.19	47.57
TOTAL EXPENDITURES		1,930,972.00	1,930,972.00	868,078.35	11,032.77	1,062,893.65	44.96
NET OF REVENUES & EXPENDITURES		(822,972.00)	(822,972.00)	(341,023.54)	(11,032.77)	(481,948.46)	41.44
BEG. FUND BALANCE		2,790,780.22	2,790,780.22	2,790,780.22			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 202 - MAJOR STREET FUND							
END FUND BALANCE		1,967,808.22	1,967,808.22	2,449,756.68			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
203-000-543.000	STATE GRANTS	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
203-000-546.000	STATE GRANTS - HIGHWAY AND STREETS	474,000.00	474,000.00	196,234.26	0.00	277,765.74	41.40
203-000-665.000	INTEREST INCOME	0.00	0.00	23,590.40	0.00	(23,590.40)	100.00
203-000-699.000	INTERFUND TRANSFERS IN	275,000.00	275,000.00	0.00	0.00	275,000.00	0.00
Total Revenue:		784,000.00	784,000.00	219,824.66	0.00	564,175.34	28.04
Total Dept 000 - BALANCE SHEET		784,000.00	784,000.00	219,824.66	0.00	564,175.34	28.04
TOTAL REVENUES		784,000.00	784,000.00	219,824.66	0.00	564,175.34	28.04
Expenditures							
Dept 441 - DEPARTMENT OF PUBLIC WORKS							
Account Type: Expenditure							
203-441-703.000	SALARIES	25,352.00	25,352.00	0.00	0.00	25,352.00	0.00
203-441-704.000	WAGES - FULL TIME EMPLOYEES	96,506.00	96,506.00	3,024.70	85.31	93,481.30	3.13
203-441-705.000	WAGES - PART TIME EMPLOYEES	3,683.00	3,683.00	0.00	0.00	3,683.00	0.00
203-441-710.000	VACATION	13,352.00	13,352.00	3,716.01	0.00	9,635.99	27.83
203-441-711.000	HOLIDAY	6,999.00	6,999.00	1,930.29	1,123.41	5,068.71	27.58
203-441-712.000	OVERTIME	10,000.00	10,000.00	2,375.43	2,375.43	7,624.57	23.75
203-441-713.000	FICA	9,665.00	9,665.00	925.64	219.30	8,739.36	9.58
203-441-714.000	MEDICARE	2,267.00	2,267.00	216.48	51.28	2,050.52	9.55
203-441-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	702.00	702.00	(930.00)	0.00	1,632.00	(132.48)
203-441-718.000	LONGEVITY PAY	2,400.00	2,400.00	2,500.00	0.00	(100.00)	104.17
203-441-721.000	CLOTHING ALLOWANCE	1,200.00	1,200.00	1,200.00	0.00	0.00	100.00
203-441-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	20,761.00	20,761.00	3,195.43	2,095.04	17,565.57	15.39
203-441-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	2,438.00	2,438.00	27.17	27.17	2,410.83	1.11
203-441-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	3,014.00	3,014.00	79.24	79.24	2,934.76	2.63
203-441-930.000	REPAIRS AND MAINTENANCE	53,000.00	53,000.00	40,598.45	0.00	12,401.55	76.60
203-441-930.200	REPAIRS - STREETS MAINTENANCE	200,000.00	200,000.00	1,317.45	0.00	198,682.55	0.66
203-441-930.300	REPAIRS - TRAFFIC SERVICES MAINTENANCE	5,000.00	5,000.00	232.06	0.00	4,767.94	4.64
203-441-930.400	REPAIRS - WINTER STREET MAINTENANCE	44,000.00	44,000.00	8,552.39	387.18	35,447.61	19.44
203-441-972.000	CAPITAL OUTLAY	10,000.00	10,000.00	9,396.93	0.00	603.07	93.97
Total Expenditure:		510,339.00	510,339.00	78,357.67	6,443.36	431,981.33	15.35
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		510,339.00	510,339.00	78,357.67	6,443.36	431,981.33	15.35
TOTAL EXPENDITURES		510,339.00	510,339.00	78,357.67	6,443.36	431,981.33	15.35
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		784,000.00	784,000.00	219,824.66	0.00	564,175.34	28.04
TOTAL EXPENDITURES		510,339.00	510,339.00	78,357.67	6,443.36	431,981.33	15.35
NET OF REVENUES & EXPENDITURES		273,661.00	273,661.00	141,466.99	(6,443.36)	132,194.01	51.69
BEG. FUND BALANCE		1,372,512.06	1,372,512.06	1,372,512.06			
END FUND BALANCE		1,646,173.06	1,646,173.06	1,513,979.05			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 210 - AMBULANCE FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
210-000-402.000	TAXES - CURRENT REAL PROPERTY TAXES	490,804.00	490,804.00	464,380.18	0.00	26,423.82	94.62
210-000-410.000	TAXES - CURRENT PERSONAL PROPERTY TAXES	25,858.00	25,858.00	24,280.19	0.00	1,577.81	93.90
210-000-412.000	TAXES - DELINQUENT PERSONAL PROPERTY	1,000.00	1,000.00	168.06	0.00	831.94	16.81
210-000-432.000	TAXES - PAYMENT IN LIEU OF TAXES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
210-000-437.000	TAXES - INDUSTRIAL FACILITY TAX	4,000.00	4,000.00	2,870.81	0.00	1,129.19	71.77
210-000-445.000	TAXES - PENALTIES AND INTEREST ON TAXES	400.00	400.00	487.85	0.00	(87.85)	121.96
210-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	43,000.00	43,000.00	53,534.70	0.00	(10,534.70)	124.50
210-000-638.000	AMBULANCE TRANSPORT FEES	335,000.00	335,000.00	262,320.25	8,753.71	72,679.75	78.30
210-000-665.000	INTEREST INCOME	0.00	0.00	47,516.58	0.00	(47,516.58)	100.00
Total Revenue:		901,062.00	901,062.00	855,558.62	8,753.71	45,503.38	94.95
Total Dept 000 - BALANCE SHEET		901,062.00	901,062.00	855,558.62	8,753.71	45,503.38	94.95
TOTAL REVENUES		901,062.00	901,062.00	855,558.62	8,753.71	45,503.38	94.95
Expenditures							
Dept 301 - PUBLIC SAFETY							
Account Type: Expenditure							
210-301-704.000	WAGES - FULL TIME EMPLOYEES	313,518.00	313,518.00	169,269.44	22,313.14	144,248.56	53.99
210-301-710.000	VACATION	19,431.00	19,431.00	2,105.07	1,068.09	17,325.93	10.83
210-301-711.000	HOLIDAY	12,000.00	12,000.00	5,555.23	0.00	6,444.77	46.29
210-301-712.000	OVERTIME	15,000.00	15,000.00	7,910.48	3,614.60	7,089.52	52.74
210-301-713.000	FICA	22,360.00	22,360.00	11,916.73	1,661.12	10,443.27	53.29
210-301-714.000	MEDICARE	5,000.00	5,000.00	2,786.97	388.50	2,213.03	55.74
210-301-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	1,552.00	1,552.00	(389.00)	0.00	1,941.00	(25.06)
210-301-718.000	LONGEVITY PAY	1,050.00	1,050.00	0.00	0.00	1,050.00	0.00
210-301-719.000	FOOD ALLOWANCE	6,750.00	6,750.00	5,000.00	0.00	1,750.00	74.07
210-301-720.000	EDUCATION ALLOWANCE	1,000.00	1,000.00	557.65	76.92	442.35	55.77
210-301-721.000	CLOTHING ALLOWANCE	8,100.00	8,100.00	675.00	675.00	7,425.00	8.33
210-301-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	31,689.00	31,689.00	32,112.64	9,862.11	(423.64)	101.34
210-301-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	7,500.00	7,500.00	3,656.15	529.26	3,843.85	48.75
210-301-725.100	DEFINED CONTRIBUTION PENSION (401A-457B)	0.00	0.00	11,791.66	1,707.79	(11,791.66)	100.00
210-301-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	17,368.00	17,368.00	11,568.30	1,662.62	5,799.70	66.61
210-301-742.000	OPERATING SUPPLIES	38,000.00	38,000.00	31,653.44	1,302.68	6,346.56	83.30
210-301-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	167,000.00	167,000.00	14,945.60	0.00	152,054.40	8.95
210-301-850.000	COMMUNICATIONS (PHONE AND CELL)	2,000.00	2,000.00	630.20	105.03	1,369.80	31.51
210-301-930.000	REPAIRS AND MAINTENANCE	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00
210-301-957.000	PROFESSIONAL DEVELOPMENT	10,000.00	10,000.00	4,469.27	0.00	5,530.73	44.69
Total Expenditure:		749,318.00	749,318.00	316,214.83	44,966.86	433,103.17	42.20
Total Dept 301 - PUBLIC SAFETY		749,318.00	749,318.00	316,214.83	44,966.86	433,103.17	42.20
TOTAL EXPENDITURES		749,318.00	749,318.00	316,214.83	44,966.86	433,103.17	42.20
Fund 210 - AMBULANCE FUND: TOTAL REVENUES		901,062.00	901,062.00	855,558.62	8,753.71	45,503.38	94.95

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 210 - AMBULANCE FUND							
TOTAL EXPENDITURES		749,318.00	749,318.00	316,214.83	44,966.86	433,103.17	42.20
NET OF REVENUES & EXPENDITURES		151,744.00	151,744.00	539,343.79	(36,213.15)	(387,599.79)	355.43
BEG. FUND BALANCE		2,064,154.80	2,064,154.80	2,064,154.80			
END FUND BALANCE		2,215,898.80	2,215,898.80	2,603,498.59			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 211 - DISTRICT COURT OPERATIONS FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
211-000-665.000	INTEREST INCOME	0.00	0.00	17,712.12	0.00	(17,712.12)	100.00
Total Revenue:		0.00	0.00	17,712.12	0.00	(17,712.12)	100.00
Total Dept 000 - BALANCE SHEET		0.00	0.00	17,712.12	0.00	(17,712.12)	100.00
TOTAL REVENUES		0.00	0.00	17,712.12	0.00	(17,712.12)	100.00
Expenditures							
Dept 286 - DISTRICT COURT							
Account Type: Expenditure							
211-286-965.000	BANK SERVICE CHARGES	0.00	0.00	7.00	0.00	(7.00)	100.00
Total Expenditure:		0.00	0.00	7.00	0.00	(7.00)	100.00
Total Dept 286 - DISTRICT COURT		0.00	0.00	7.00	0.00	(7.00)	100.00
TOTAL EXPENDITURES		0.00	0.00	7.00	0.00	(7.00)	100.00
Fund 211 - DISTRICT COURT OPERATIONS FUND:							
TOTAL REVENUES		0.00	0.00	17,712.12	0.00	(17,712.12)	100.00
TOTAL EXPENDITURES		0.00	0.00	7.00	0.00	(7.00)	100.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	17,705.12	0.00	(17,705.12)	100.00
BEG. FUND BALANCE		1,100,376.32	1,100,376.32	1,100,376.32			
END FUND BALANCE		1,100,376.32	1,100,376.32	1,118,081.44			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 226 - RUBBISH COLLECTION FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
226-000-402.000	TAXES - CURRENT REAL PROPERTY TAXES	729,510.00	729,510.00	690,250.22	0.00	39,259.78	94.62
226-000-410.000	TAXES - CURRENT PERSONAL PROPERTY TAXES	38,435.00	38,435.00	36,106.94	0.00	2,328.06	93.94
226-000-412.000	TAXES - DELINQUENT PERSONAL PROPERTY	1,000.00	1,000.00	248.44	0.00	751.56	24.84
226-000-432.000	TAXES - PAYMENT IN LIEU OF TAXES	1,300.00	1,300.00	0.00	0.00	1,300.00	0.00
226-000-437.000	TAXES - INDUSTRIAL FACILITY TAX	5,000.00	5,000.00	4,267.50	0.00	732.50	85.35
226-000-445.000	TAXES - PENALTIES AND INTEREST ON TAXES	600.00	600.00	719.78	0.00	(119.78)	119.96
226-000-573.000	LOCAL COMMUNITY STABILIZATION SHARE	0.00	0.00	69,214.49	0.00	(69,214.49)	100.00
226-000-607.000	FEES	108,000.00	108,000.00	49,609.12	9,003.14	58,390.88	45.93
226-000-665.000	INTEREST INCOME	0.00	0.00	18,953.11	0.00	(18,953.11)	100.00
Total Revenue:		883,845.00	883,845.00	869,369.60	9,003.14	14,475.40	98.36
Total Dept 000 - BALANCE SHEET		883,845.00	883,845.00	869,369.60	9,003.14	14,475.40	98.36
TOTAL REVENUES		883,845.00	883,845.00	869,369.60	9,003.14	14,475.40	98.36
Expenditures							
Dept 528 - RUBBISH COLLECTION/DISPOSAL							
Account Type: Expenditure							
226-528-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	75,321.00	75,321.00	0.00	0.00	75,321.00	0.00
226-528-801.400	WASTE AND RUBBISH DISPOSAL	600,000.00	600,000.00	331,048.16	0.00	268,951.84	55.17
226-528-801.500	RECYCLING	100,000.00	100,000.00	51,213.24	0.00	48,786.76	51.21
226-528-801.600	COMPOSTING	100,000.00	100,000.00	67,782.00	0.00	32,218.00	67.78
Total Expenditure:		875,321.00	875,321.00	450,043.40	0.00	425,277.60	51.41
Total Dept 528 - RUBBISH COLLECTION/DISPOSAL		875,321.00	875,321.00	450,043.40	0.00	425,277.60	51.41
TOTAL EXPENDITURES		875,321.00	875,321.00	450,043.40	0.00	425,277.60	51.41
Fund 226 - RUBBISH COLLECTION FUND:							
TOTAL REVENUES		883,845.00	883,845.00	869,369.60	9,003.14	14,475.40	98.36
TOTAL EXPENDITURES		875,321.00	875,321.00	450,043.40	0.00	425,277.60	51.41
NET OF REVENUES & EXPENDITURES		8,524.00	8,524.00	419,326.20	9,003.14	(410,802.20)	4,919.36
BEG. FUND BALANCE		578,868.43	578,868.43	578,868.43			
END FUND BALANCE		587,392.43	587,392.43	998,194.63			

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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 265 - DRUG FORFEITURE FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
265-000-657.000	ORDINANCE FINES AND COSTS	500.00	500.00	0.00	0.00	500.00	0.00
265-000-665.000	INTEREST INCOME	100.00	100.00	10,657.06	0.00	(10,557.06)	0,657.06
Total Revenue:		600.00	600.00	10,657.06	0.00	(10,057.06)	1,776.18
Total Dept 000 - BALANCE SHEET		600.00	600.00	10,657.06	0.00	(10,057.06)	1,776.18
TOTAL REVENUES		600.00	600.00	10,657.06	0.00	(10,057.06)	1,776.18
Expenditures							
Dept 311 - DRUG FORFEITURE							
Account Type: Expenditure							
265-311-742.000	OPERATING SUPPLIES	25,000.00	25,000.00	15,680.60	0.00	9,319.40	62.72
265-311-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
265-311-941.000	LEASED ASSETS	0.00	0.00	31,700.00	0.00	(31,700.00)	100.00
265-311-995.000	OPERATING TRANS OUT	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00
Total Expenditure:		165,000.00	165,000.00	47,380.60	0.00	117,619.40	28.72
Total Dept 311 - DRUG FORFEITURE		165,000.00	165,000.00	47,380.60	0.00	117,619.40	28.72
TOTAL EXPENDITURES		165,000.00	165,000.00	47,380.60	0.00	117,619.40	28.72
Fund 265 - DRUG FORFEITURE FUND:							
TOTAL REVENUES		600.00	600.00	10,657.06	0.00	(10,057.06)	1,776.18
TOTAL EXPENDITURES		165,000.00	165,000.00	47,380.60	0.00	117,619.40	28.72
NET OF REVENUES & EXPENDITURES		(164,400.00)	(164,400.00)	(36,723.54)	0.00	(127,676.46)	22.34
BEG. FUND BALANCE		559,430.33	559,430.33	559,430.33			
END FUND BALANCE		395,030.33	395,030.33	522,706.79			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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Fund 266 - GAMBLING FORFEITURE FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
266-000-665.000	INTEREST INCOME	0.00	0.00	19,527.12	0.00	(19,527.12)	100.00
Total Revenue:		0.00	0.00	19,527.12	0.00	(19,527.12)	100.00
Total Dept 000 - BALANCE SHEET		0.00	0.00	19,527.12	0.00	(19,527.12)	100.00
TOTAL REVENUES		0.00	0.00	19,527.12	0.00	(19,527.12)	100.00
Fund 266 - GAMBLING FORFEITURE FUND:							
TOTAL REVENUES		0.00	0.00	19,527.12	0.00	(19,527.12)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	19,527.12	0.00	(19,527.12)	100.00
BEG. FUND BALANCE		359,909.67	359,909.67	359,909.67			
END FUND BALANCE		359,909.67	359,909.67	379,436.79			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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Fund 301 - GENERAL DEBT SERVICE FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
301-000-412.000	TAXES - DELINQUENT PERSONAL PROPERTY	0.00	0.00	0.84	0.00	(0.84)	100.00
301-000-665.000	INTEREST INCOME	0.00	0.00	10.85	0.00	(10.85)	100.00
Total Revenue:		0.00	0.00	11.69	0.00	(11.69)	100.00
Total Dept 000 - BALANCE SHEET		0.00	0.00	11.69	0.00	(11.69)	100.00
TOTAL REVENUES		0.00	0.00	11.69	0.00	(11.69)	100.00
Fund 301 - GENERAL DEBT SERVICE FUND:							
TOTAL REVENUES		0.00	0.00	11.69	0.00	(11.69)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	11.69	0.00	(11.69)	100.00
BEG. FUND BALANCE		518.69	518.69	518.69			
END FUND BALANCE		518.69	518.69	530.38			

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Fund 401 - CAPITAL PROJECTS FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
401-000-665.000	INTEREST INCOME	0.00	0.00	15,833.37	0.00	(15,833.37)	100.00
Total Revenue:		0.00	0.00	15,833.37	0.00	(15,833.37)	100.00
Total Dept 000 - BALANCE SHEET		0.00	0.00	15,833.37	0.00	(15,833.37)	100.00
TOTAL REVENUES		0.00	0.00	15,833.37	0.00	(15,833.37)	100.00
Expenditures							
Dept 265 - BUILDINGS AND GROUNDS							
Account Type: Expenditure							
401-265-972.000	CAPITAL OUTLAY	0.00	0.00	142,659.74	0.00	(142,659.74)	100.00
Total Expenditure:		0.00	0.00	142,659.74	0.00	(142,659.74)	100.00
Total Dept 265 - BUILDINGS AND GROUNDS		0.00	0.00	142,659.74	0.00	(142,659.74)	100.00
Dept 301 - PUBLIC SAFETY							
Account Type: Expenditure							
401-301-972.000	CAPITAL OUTLAY	0.00	0.00	1,136.15	0.00	(1,136.15)	100.00
Total Expenditure:		0.00	0.00	1,136.15	0.00	(1,136.15)	100.00
Total Dept 301 - PUBLIC SAFETY		0.00	0.00	1,136.15	0.00	(1,136.15)	100.00
Dept 441 - DEPARTMENT OF PUBLIC WORKS							
Account Type: Expenditure							
401-441-972.000	CAPITAL OUTLAY	0.00	0.00	141,527.86	0.00	(141,527.86)	100.00
Total Expenditure:		0.00	0.00	141,527.86	0.00	(141,527.86)	100.00
Total Dept 441 - DEPARTMENT OF PUBLIC WORKS		0.00	0.00	141,527.86	0.00	(141,527.86)	100.00
Dept 672 - SENIOR ACTIVITY CENTER							
Account Type: Expenditure							
401-672-972.000	CAPITAL OUTLAY	0.00	0.00	1,537.52	(25,960.00)	(1,537.52)	100.00
Total Expenditure:		0.00	0.00	1,537.52	(25,960.00)	(1,537.52)	100.00
Total Dept 672 - SENIOR ACTIVITY CENTER		0.00	0.00	1,537.52	(25,960.00)	(1,537.52)	100.00
TOTAL EXPENDITURES		0.00	0.00	286,861.27	(25,960.00)	(286,861.27)	100.00
Fund 401 - CAPITAL PROJECTS FUND:							
TOTAL REVENUES		0.00	0.00	15,833.37	0.00	(15,833.37)	100.00
TOTAL EXPENDITURES		0.00	0.00	286,861.27	(25,960.00)	(286,861.27)	100.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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Fund 401 - CAPITAL PROJECTS FUND							
NET OF REVENUES & EXPENDITURES		0.00	0.00	(271,027.90)	25,960.00	271,027.90	100.00
BEG. FUND BALANCE		1,490,764.20	1,490,764.20	1,490,764.20			
END FUND BALANCE		1,490,764.20	1,490,764.20	1,219,736.30			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER AND SEWER FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
592-000-445.000	TAXES - PENALTIES AND INTEREST ON TAXES	40,000.00	40,000.00	18,671.16	0.00	21,328.84	46.68
592-000-569.000	STATE GRANTS - OTHER	0.00	0.00	2,918.62	0.00	(2,918.62)	100.00
592-000-607.000	FEES	12,500.00	12,500.00	0.00	0.00	12,500.00	0.00
592-000-642.100	SALES - WATER COMMODITY	2,900,000.00	2,900,000.00	1,242,420.12	199,795.32	1,657,579.88	42.84
592-000-642.200	SALES - WATER RTS	1,178,000.00	1,178,000.00	539,684.72	98,001.11	638,315.28	45.81
592-000-642.300	SALES - SEWER COMMODITY	4,600,000.00	4,600,000.00	2,050,808.14	367,554.04	2,549,191.86	44.58
592-000-642.400	SALES - SEWER RTS	770,000.00	770,000.00	351,333.97	63,845.90	418,666.03	45.63
592-000-642.500	SALES - METER REPLACEMENT FEE	65,000.00	65,000.00	29,653.98	5,378.00	35,346.02	45.62
592-000-642.600	SALES - WATER TAP FEES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
592-000-642.700	SALES - SEWER TAP FEES	3,600.00	3,600.00	0.00	0.00	3,600.00	0.00
592-000-642.900	SALES - WATER METER FEES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
592-000-657.000	ORDINANCE FINES AND COSTS	80,000.00	80,000.00	105.50	0.00	79,894.50	0.13
592-000-665.000	INTEREST INCOME	6,500.00	6,500.00	188,689.82	0.00	(182,189.82)	2,902.92
592-000-675.000	OTHER REVENUE	0.00	0.00	(2,234.02)	(15.92)	2,234.02	100.00
Total Revenue:		9,661,600.00	9,661,600.00	4,422,052.01	734,558.45	5,239,547.99	45.77
Total Dept 000 - BALANCE SHEET		9,661,600.00	9,661,600.00	4,422,052.01	734,558.45	5,239,547.99	45.77
TOTAL REVENUES		9,661,600.00	9,661,600.00	4,422,052.01	734,558.45	5,239,547.99	45.77
Expenditures							
Dept 536 - WATER							
Account Type: Expenditure							
592-536-703.000	SALARIES	25,352.00	25,352.00	0.00	0.00	25,352.00	0.00
592-536-704.000	WAGES - FULL TIME EMPLOYEES	96,506.00	96,506.00	98,764.89	8,535.28	(2,258.89)	102.34
592-536-710.000	VACATION	13,351.00	13,351.00	4,724.08	0.00	8,626.92	35.38
592-536-711.000	HOLIDAY	0.00	0.00	6,607.40	3,167.94	(6,607.40)	100.00
592-536-712.000	OVERTIME	35,000.00	35,000.00	17,467.26	197.60	17,532.74	49.91
592-536-713.000	FICA	11,917.00	11,917.00	8,037.38	724.54	3,879.62	67.44
592-536-714.000	MEDICARE	2,787.00	2,787.00	1,879.70	169.47	907.30	67.45
592-536-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	865.00	865.00	(500.00)	0.00	1,365.00	(57.80)
592-536-718.000	LONGEVITY PAY	3,000.00	3,000.00	1,500.00	0.00	1,500.00	50.00
592-536-721.000	CLOTHING ALLOWANCE	2,400.00	2,400.00	2,400.00	0.00	0.00	100.00
592-536-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	20,761.00	20,761.00	28,006.36	7,324.81	(7,245.36)	134.90
592-536-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	2,437.00	2,437.00	718.70	74.07	1,718.30	29.49
592-536-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	3,013.00	3,013.00	2,923.68	344.91	89.32	97.04
592-536-742.000	OPERATING SUPPLIES	120,000.00	120,000.00	68,635.83	5,577.20	51,364.17	57.20
592-536-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	225,000.00	225,000.00	120,587.41	52,971.77	104,412.59	53.59
592-536-801.200	PROFESSIONAL SERVICES - ENGINEERING	0.00	0.00	300.00	0.00	(300.00)	100.00
592-536-802.000	EASEMENTS	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
592-536-850.000	COMMUNICATIONS (PHONE AND CELL)	2,400.00	2,400.00	1,080.63	0.00	1,319.37	45.03
592-536-851.000	MAIL OR POSTAGE	15,000.00	15,000.00	7,788.30	0.00	7,211.70	51.92
592-536-922.000	WATER	0.00	0.00	90.94	0.00	(90.94)	100.00
592-536-922.500	WATER (GREAT LAKES WATER AUTHORITY)	1,416,900.00	1,416,900.00	596,499.72	0.00	820,400.28	42.10
592-536-930.000	REPAIRS AND MAINTENANCE	95,000.00	95,000.00	13,813.24	0.00	81,186.76	14.54
592-536-956.000	MEMBERSHIPS	800.00	800.00	0.00	0.00	800.00	0.00
592-536-957.000	PROFESSIONAL DEVELOPMENT	8,500.00	8,500.00	1,115.00	0.00	7,385.00	13.12
592-536-969.000	BAD DEBT EXPENSE	0.00	0.00	261.39	0.00	(261.39)	100.00
592-536-972.000	CAPITAL OUTLAY	2,475,000.00	2,475,000.00	150,065.84	0.00	2,324,934.16	6.06

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER AND SEWER FUND							
Expenditures							
592-536-991.000	PRINCIPAL	185,000.00	185,000.00	190,000.00	0.00	(5,000.00)	102.70
592-536-993.000	INTEREST EXPENSE	65,000.00	65,000.00	30,941.49	0.00	34,058.51	47.60
Total Expenditure:		4,832,989.00	4,832,989.00	1,353,709.24	79,087.59	3,479,279.76	28.01
Total Dept 536 - WATER		4,832,989.00	4,832,989.00	1,353,709.24	79,087.59	3,479,279.76	28.01
Dept 537 - SEWER							
Account Type: Expenditure							
592-537-703.000	SALARIES	25,352.00	25,352.00	0.00	0.00	25,352.00	0.00
592-537-704.000	WAGES - FULL TIME EMPLOYEES	96,506.00	96,506.00	19,893.44	2,761.95	76,612.56	20.61
592-537-710.000	VACATION	13,351.00	13,351.00	0.00	0.00	13,351.00	0.00
592-537-711.000	HOLIDAY	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00
592-537-712.000	OVERTIME	2,000.00	2,000.00	230.73	0.00	1,769.27	11.54
592-537-713.000	FICA	8,941.00	8,941.00	1,268.43	168.08	7,672.57	14.19
592-537-714.000	MEDICARE	2,091.00	2,091.00	296.69	39.33	1,794.31	14.19
592-537-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	649.00	649.00	0.00	0.00	649.00	0.00
592-537-721.000	CLOTHING ALLOWANCE	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
592-537-724.100	HEALTH INSURANCE PREMIUMS (EMPLOYEES)	20,761.00	20,761.00	5,271.07	2,753.16	15,489.93	25.39
592-537-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	2,437.00	2,437.00	250.58	32.16	2,186.42	10.28
592-537-725.200	DEFINED BENEFIT PENSION PLAN (MERS)	3,013.00	3,013.00	661.94	91.59	2,351.06	21.97
592-537-742.000	OPERATING SUPPLIES	7,500.00	7,500.00	4,018.25	0.00	3,481.75	53.58
592-537-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	200,000.00	200,000.00	20,289.69	1,621.28	179,710.31	10.14
592-537-850.000	COMMUNICATIONS (PHONE AND CELL)	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
592-537-851.000	MAIL OR POSTAGE	15,000.00	15,000.00	7,739.05	0.00	7,260.95	51.59
592-537-920.000	ELECTRIC	10,000.00	10,000.00	2,655.36	0.00	7,344.64	26.55
592-537-923.000	SEWAGE (FIXED)	2,965,314.00	2,965,314.00	1,837,545.79	0.00	1,127,768.21	61.97
592-537-930.000	REPAIRS AND MAINTENANCE	200,000.00	200,000.00	2,198.27	0.00	197,801.73	1.10
592-537-969.000	BAD DEBT EXPENSE	0.00	0.00	189.88	0.00	(189.88)	100.00
592-537-972.000	CAPITAL OUTLAY	500,000.00	500,000.00	156,054.02	44,673.00	343,945.98	31.21
592-537-991.000	PRINCIPAL	500,000.00	500,000.00	597,425.14	0.00	(97,425.14)	119.49
592-537-993.000	INTEREST EXPENSE	400,000.00	400,000.00	241,874.65	0.00	158,125.35	60.47
592-537-994.000	PAYING AGENT FEES	0.00	0.00	56.74	0.00	(56.74)	100.00
Total Expenditure:		4,982,115.00	4,982,115.00	2,897,919.72	52,140.55	2,084,195.28	58.17
Total Dept 537 - SEWER		4,982,115.00	4,982,115.00	2,897,919.72	52,140.55	2,084,195.28	58.17
TOTAL EXPENDITURES		9,815,104.00	9,815,104.00	4,251,628.96	131,228.14	5,563,475.04	43.32
Fund 592 - WATER AND SEWER FUND:							
TOTAL REVENUES		9,661,600.00	9,661,600.00	4,422,052.01	734,558.45	5,239,547.99	45.77
TOTAL EXPENDITURES		9,815,104.00	9,815,104.00	4,251,628.96	131,228.14	5,563,475.04	43.32
NET OF REVENUES & EXPENDITURES		(153,504.00)	(153,504.00)	170,423.05	603,330.31	(323,927.05)	111.02
BEG. FUND BALANCE		16,858,487.61	16,858,487.61	16,858,487.61			
END FUND BALANCE		16,704,983.61	16,704,983.61	17,028,910.66			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 661 - MOTOR POOL FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
661-000-643.000	EQUIPMENT RENTAL	745,430.00	745,430.00	0.00	0.00	745,430.00	0.00
661-000-665.000	INTEREST INCOME	0.00	0.00	(13,178.40)	0.00	13,178.40	100.00
Total Revenue:		745,430.00	745,430.00	(13,178.40)	0.00	758,608.40	(1.77)
Total Dept 000 - BALANCE SHEET		745,430.00	745,430.00	(13,178.40)	0.00	758,608.40	(1.77)
TOTAL REVENUES		745,430.00	745,430.00	(13,178.40)	0.00	758,608.40	(1.77)
Expenditures							
Dept 596 - MOTOR POOL							
Account Type: Expenditure							
661-596-703.000	SALARIES	16,902.00	16,902.00	0.00	0.00	16,902.00	0.00
661-596-704.000	WAGES - FULL TIME EMPLOYEES	64,337.00	64,337.00	0.00	0.00	64,337.00	0.00
661-596-711.000	HOLIDAY	4,666.00	4,666.00	0.00	0.00	4,666.00	0.00
661-596-713.000	FICA	5,326.00	5,326.00	0.00	0.00	5,326.00	0.00
661-596-714.000	MEDICARE	1,246.00	1,246.00	0.00	0.00	1,246.00	0.00
661-596-716.000	WORKERS COMPENSATION INSURANCE EXPENSE	387.00	387.00	0.00	0.00	387.00	0.00
661-596-724.200	RETIREE HEALTH SAVINGS PLAN (ICMA)	1,625.00	1,625.00	0.00	0.00	1,625.00	0.00
661-596-742.000	OPERATING SUPPLIES	1,500.00	1,500.00	1,039.40	0.00	460.60	69.29
661-596-758.000	DIESEL FUEL	40,000.00	40,000.00	12,702.99	0.00	27,297.01	31.76
661-596-759.000	GASOLINE	85,000.00	85,000.00	35,287.68	0.00	49,712.32	41.51
661-596-801.000	PROFESSIONAL/CONTRACTUAL SERVICES	145,000.00	145,000.00	80,386.01	12,189.15	64,613.99	55.44
661-596-801.100	PROPERTY/VEHICLE LIABILITY INSURANCE	100,000.00	100,000.00	0.00	0.00	100,000.00	0.00
661-596-930.000	REPAIRS AND MAINTENANCE	175,000.00	175,000.00	64,774.41	8,290.03	110,225.59	37.01
661-596-965.000	BANK SERVICE CHARGES	0.00	0.00	7.00	0.00	(7.00)	100.00
661-596-972.000	CAPITAL OUTLAY	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00
661-596-981.000	CAPITAL OUTLAY (VEHICLES)	55,000.00	55,000.00	215,788.00	0.00	(160,788.00)	392.34
661-596-993.000	INTEREST EXPENSE	630.00	630.00	630.41	0.00	(0.41)	100.07
Total Expenditure:		946,619.00	946,619.00	410,615.90	20,479.18	536,003.10	43.38
Total Dept 596 - MOTOR POOL		946,619.00	946,619.00	410,615.90	20,479.18	536,003.10	43.38
TOTAL EXPENDITURES		946,619.00	946,619.00	410,615.90	20,479.18	536,003.10	43.38
Fund 661 - MOTOR POOL FUND:							
TOTAL REVENUES		745,430.00	745,430.00	(13,178.40)	0.00	758,608.40	1.77
TOTAL EXPENDITURES		946,619.00	946,619.00	410,615.90	20,479.18	536,003.10	43.38
NET OF REVENUES & EXPENDITURES		(201,189.00)	(201,189.00)	(423,794.30)	(20,479.18)	222,605.30	210.64
BEG. FUND BALANCE		493,872.10	493,872.10	493,872.10			
END FUND BALANCE		292,683.10	292,683.10	70,077.80			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
% Fiscal Year Completed: 58.74
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 677 - SELF INSURANCE FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
677-000-665.000	INTEREST INCOME	0.00	0.00	(5,364.90)	0.00	5,364.90	100.00
677-000-680.000	HCARE ISF CHARGES FOR SERVICES	528,360.00	528,360.00	306,680.91	51,887.86	221,679.09	58.04
Total Revenue:		528,360.00	528,360.00	301,316.01	51,887.86	227,043.99	57.03
Total Dept 000 - BALANCE SHEET		528,360.00	528,360.00	301,316.01	51,887.86	227,043.99	57.03
TOTAL REVENUES		528,360.00	528,360.00	301,316.01	51,887.86	227,043.99	57.03
Expenditures							
Dept 999 - SELF INSURANCE							
Account Type: Expenditure							
677-999-837.000	HEALTH INSURANCE CLAIMS	706,612.00	706,612.00	515,450.24	109,370.62	191,161.76	72.95
Total Expenditure:		706,612.00	706,612.00	515,450.24	109,370.62	191,161.76	72.95
Total Dept 999 - SELF INSURANCE		706,612.00	706,612.00	515,450.24	109,370.62	191,161.76	72.95
TOTAL EXPENDITURES		706,612.00	706,612.00	515,450.24	109,370.62	191,161.76	72.95
Fund 677 - SELF INSURANCE FUND:							
TOTAL REVENUES		528,360.00	528,360.00	301,316.01	51,887.86	227,043.99	57.03
TOTAL EXPENDITURES		706,612.00	706,612.00	515,450.24	109,370.62	191,161.76	72.95
NET OF REVENUES & EXPENDITURES		(178,252.00)	(178,252.00)	(214,134.23)	(57,482.76)	35,882.23	120.13
BEG. FUND BALANCE		(404,043.38)	(404,043.38)	(404,043.38)			
END FUND BALANCE		(582,295.38)	(582,295.38)	(618,177.61)			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 703 - CURRENT TAX COLLECTION FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
703-000-665.000	INTEREST INCOME	0.00	0.00	58,628.94	0.00	(58,628.94)	100.00
Total Revenue:		0.00	0.00	58,628.94	0.00	(58,628.94)	100.00
Total Dept 000 - BALANCE SHEET		0.00	0.00	58,628.94	0.00	(58,628.94)	100.00
TOTAL REVENUES		0.00	0.00	58,628.94	0.00	(58,628.94)	100.00
Fund 703 - CURRENT TAX COLLECTION FUND:							
TOTAL REVENUES		0.00	0.00	58,628.94	0.00	(58,628.94)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	58,628.94	0.00	(58,628.94)	100.00
BEG. FUND BALANCE		10,909.32	10,909.32	10,909.32			
END FUND BALANCE		10,909.32	10,909.32	69,538.26			

REVENUE AND EXPENDITURE REPORT FOR CITY OF FRASER
PERIOD ENDING 01/31/2024
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GL NUMBER	DESCRIPTION	2023-24 ORIGINAL BUDGET	2023-24 AMENDED BUDGET	YTD BALANCE 01/31/2024 NORM (ABNORM)	ACTIVITY FOR MONTH 01/31/24 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 710 - DISTRICT COURT CUSTODIAL FUND							
Revenues							
Dept 000 - BALANCE SHEET							
Account Type: Revenue							
710-000-665.000	INTEREST INCOME	0.00	0.00	1,539.42	0.00	(1,539.42)	100.00
Total Revenue:		0.00	0.00	1,539.42	0.00	(1,539.42)	100.00
Total Dept 000 - BALANCE SHEET		0.00	0.00	1,539.42	0.00	(1,539.42)	100.00
TOTAL REVENUES		0.00	0.00	1,539.42	0.00	(1,539.42)	100.00
Fund 710 - DISTRICT COURT CUSTODIAL FUND:							
TOTAL REVENUES		0.00	0.00	1,539.42	0.00	(1,539.42)	100.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	1,539.42	0.00	(1,539.42)	100.00
BEG. FUND BALANCE		32,618.23	32,618.23	32,618.23			
END FUND BALANCE		32,618.23	32,618.23	34,157.65			
TOTAL REVENUES - ALL FUNDS		30,863,756.00	30,863,756.00	20,185,740.97	865,367.01	10,678,015.03	65.40
TOTAL EXPENDITURES - ALL FUNDS		33,140,785.00	33,140,785.00	15,857,844.75	1,062,979.84	17,282,940.25	47.85
NET OF REVENUES & EXPENDITURES		(2,277,029.00)	(2,277,029.00)	4,327,896.22	(197,612.83)	(6,604,925.22)	190.07
BEG. FUND BALANCE - ALL FUNDS		40,347,774.15	40,347,774.15	40,347,774.15			
END FUND BALANCE - ALL FUNDS		38,070,745.15	38,070,745.15	44,675,670.37			

Fraser City Council Agenda Item

SUBJECT TITLE:	Board of Review Appointment	**DATE SUBMITTED:**	1-11-2024
PREPARED BY:	Debra Kopp, City Assessor	**NEW OR RETURNING:**	New

REQUEST

Request to appoint Brian Krause to the Fraser Board of Review. Vacancy was created upon the election of Kenny Perry to the City Council. See attached letter and application.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:	
Account Number(s):	
Requires Budget Amendment:	☐NO ☐YES - Amount:
Requires Reoccurring Charges:	☐NO ☐YES - Amount:
Requires Travel Expenses:	☐NO ☐YES - Amount:
Offset by Grant Funding:	☐NO ☐YES - Amount:
Additional Information:	

ATTACHMENTS

Provide a list of any attachments, such as contracts or resolutions, and ensure that any private information (such as personal cell phone or email addresses) is redacted

RECOMMENDED MOTION(S)

City of Fraser

CENTENNIAL COMMUNITY

Assessing Department

33000 Garfield
Fraser, MI 48026
(586) 293-3100

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry Jr.
Patrice M. Schornak
Sherry Stein

To the Honorable City Council Members:

Please accept this letter as my recommendation to appoint Mr. Brian Krause to the vacant position on the City of Fraser Board of Review. This 2-year term will have a start date of January 1, 2024 and expire December 31, 2025.

Mr. Krause is a long-time resident, homeowner and business owner in the City of Fraser. He is a licensed real property appraiser, realtor and investor which makes him a great addition to the current Board of Review.

Mr. Krause previously served on the Fraser Board of Review for several years and is interested in serving the community again. His significant knowledge of the real estate market, particularly in the City of Fraser, will contribute to the process of ensuring the residents receive fair and equitable assessments within the City.

Please review his attached application and consider his appointment as a full time member to the Board of Review. If you have any questions, please feel free to contact me.

Respectfully submitted,

Debra J. Kopp

Debra J. Kopp, MMAO, MCPPE
City of Fraser Assessor
debrak@micityoffraser.com
586-293-3100 x160

01/09/2024

APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

APPLICATION MAY BE SUBJECT TO PUBLIC VIEW

City of Fraser
33000 Garfield Road
Fraser, Michigan

LAST NAME	FIRST NAME	MIDDLE INITIAL
Krause	Brian	G

ADDRESS (number & street)
15292 French Creek Dr

CITY	STATE	ZIP CODE	HOME PHONE	CELL PHONE
Fraser	MI	48026	292-2900	-

NAME OF BOARD/COMMISSION APPLYING FOR
Fraser

REASON FOR INTEREST IN THIS BOARD (please list activities & special qualifications)

Commnty involvement. Certified Residential Appraiser. Licensed Realtor

EDUCATION (please list schools, diplomas, degrees, professional certificates, etc.)

Chippewa Grad class of '78 - 2 years Macomb Communtiy Colledge. Graduate and State Certified in Residential Appraiser, state of Michigan required courses. Licensed in State of Michigan as Realtor.

CURRENT EMPLOYMENT

COMPANY NAME	YOUR TITLE/POSITION
First Choice Appraisal SVS.,Inc / REO	Owner /Agent Real Est One

COMPANY ADDRESS (number & street)
13335 15 Mile Rd. Ste 303

CITY	STATE	ZIP CODE	OFFICE PHONE	PAGER
Sterling Heights	MI	48312	573-9440	-

PLEASE LIST YOUR RESPONSIBILITIES

Business owner for 33 years, run day to day company operations as well preforming appraisal assignments. I am also a active Real Estate Agent and Investor, buying and selling real estate.

PLEASE ATTACH YOUR RESUME TO THIS APPLICATION

Rev 5/2009

Received by _____ **Date**_____

Fraser City Council Agenda Item

SUBJECT TITLE:	Baratta Brothers dba Fairway Packing IFEC Public Hearing	**DATE SUBMITTED:**	1/19/2024
PREPARED BY:	City Clerk Greenia	**NEW OR RETURNING:**	New

REQUEST

At the January 11, 2024, meeting of the City Council a public hearing was set for February 8, 2024 for an IFEC Application made by Baratta Brothers dba Fairway Packing. They have applied for an IFEC at a new manufacturing facility located at 18300 15 Mile Road. They have requested a twelve year exemption certificate.

The applicant should be present at the meeting to answer any questions.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:		
Account Number(s):		
Requires Budget Amendment:	☐NO	☐YES - Amount:
Requires Reoccurring Charges:	☐NO	☐YES - Amount:
Requires Travel Expenses:	☐NO	☐YES - Amount:
Offset by Grant Funding:	☐NO	☐YES - Amount:
Additional Information:		

ATTACHMENTS

Public Hearing Notice IFEC Baratta Brothers dba Fairway Packing

Baratta Brothers dba Fairway Packing IFEC Application

Letters to Taxing Agencies Baratta Brothers dba Fairway Packing IFEC

Resolution #2024-01 Baratta Brothers dba fairway packing IFEC

Fairway Packing Estimate of Tax

RECOMMENDED MOTION(S)

Motion to approve Resolution #2024-01 granting Baratta Brothers dba Fairway Packing an IFEC for a new manufacturing facility located at 18300 15 Mile Road as presented.

CITY OF FRASER, MI
FROM THE CITY CLERK'S OFFICE

PUBLIC NOTICE

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. Thursday, February 8, 2024 in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing an application by the following company for a facilities exemption certificate for Real Property in the City of Fraser Industrial Development District No. 1:

Baretta Brothers, Inc.
dba Fairway Packing Company
18300 15 Mile Road
Fraser, MI 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time. Any person who wishes to comment but cannot be present for the meeting may send their comments via regular mail to

City Clerk
33000 Garfield
Fraser, MI 48026

Or email at cityclerk@micityoffraser.com

Published: January 22, 2024

CITY OF FRASER, MI
FROM THE CITY CLERK'S OFFICE

PUBLIC NOTICE

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. Thursday, February 8, 2024 in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing an application by the following company for a facilities exemption certificate for Real Property in the City of Fraser Industrial Development District No. 1:

Baretta Brothers, Inc.
dba Fairway Packing Company
18300 15 Mile Road
Fraser, MI 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time. Any person who wishes to comment but cannot be present for the meeting may send their comments via regular mail to

City Clerk
33000 Garfield
Fraser, MI 48026

Or email at cityclerk@micityoffraser.com

Published: January 24, 2024

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2023

Fraser School Board
33466 Garfield Road
Fraser, MI 48026

Dear Taxing Agency:

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing an application by the following company for a facilities exemption certificate for Real Property in the City of Fraser Industrial Development District No. 1:

Baretta Brothers, Inc.
dba Fairway Packing Company
Fraser, MI 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time. Any person who wishes to comment but cannot be present for the meeting may send their comments via regular mail to

City Clerk Greenia
33000 Garfield
Fraser, MI 48026
or email at cityclerk@micityoffraser.com

Respectfully Submitted,

Cindi Greenia, Clerk
City of Fraser

RECEIVED
DEC 15 2023
CITY OF FRASER
FINANCE DEPT.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk: Cynthia L Greene	▸ Date Received by Local Unit: 12-15-23
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility) Baratta Brothers, Inc. dba Fairway Packing Company	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2011	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 18300 15 Mile Road	▸ 1d. City/Township/Village (indicate which) Fraser	▸ 1e. County Macomb
▸ 2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment	▸ 3a. School District where facility is located Fraser Public Schools	▸ 3b. School Code 50100
	4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Company is building a new manufacturing facility that will be 31,489 sq ft in size, will create 100 new fulltime jobs and retain 45 current employees. The facility will be used for grinding, cutting and packaging land based proteins. Customization, portioning and packaging of orders for the end users will all take place at this facility.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ $2,210,420.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ $2,210,420.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements ▸	06/20/2023	06/20/2025	☐ Owned	☒ Leased
Personal Property Improvements ▸	11/20/2023	11/20/2025	☒ Owned	☐ Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project. 45	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion. 100

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....
b. TV of Personal Property (excluding inventory) .....
c. Total TV .....

▸ 12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit) 06/16/1977	▸ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Amanda Ferrin	(313) 832-2710	(313) 832-1649	amanda@fairwaypacking.
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Amanda Ferrin	(313) 832-2710	(313) 832-1649	amanda@fairwaypacking.
▶ 15a. Name of Company Officer (No Authorized Agents)			
Eugene C. Baratta			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
		(313) 832-1649	12/15/23
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
1313 Erskine, PO Box 07097, Detroit MI 48207		(313) 832-2710	genebaratta@att.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT DISTRICTS (EXCERPT)
Act 198 of 1974

207.556 Application for industrial facilities exemption certificate; approval or disapproval; appeal; exception from eligible manufacturing personal property.

Sec. 6. (1) The legislative body of the local governmental unit, not more than 60 days after receipt by its clerk of the application, shall by resolution either approve or disapprove the application for an industrial facilities exemption certificate in accordance with section 9 and the other provisions of this act. If disapproved, the reasons shall be set forth in writing in the resolution. If approved, the clerk shall forward the application to the commission within 60 days of approval or before October 31 of that year, whichever is first, or as otherwise provided in section 7 in order to receive the industrial facilities exemption certificate effective for the following year. If disapproved, the clerk shall return the application to the applicant. The applicant may appeal the disapproval to the commission within 10 days after the date of the disapproval.

(2) A new industrial facilities exemption certificate shall not be approved and issued under this act after December 30, 2021 for any personal property that qualifies as eligible manufacturing personal property as defined under section 9m of the general property tax act, 1893 PA 206, MCL 211.9m.

History: 1974, Act 198, Imd. Eff. July 9, 1974;—Am. 1996, Act 323, Imd. Eff. June 26, 1996;—Am. 2013, Act 85, Imd. Eff. June 28, 2013;—Am. 2021, Act 157, Imd. Eff. Dec. 27, 2021.

Popular name: Act 198

© *Courtesy of www.legislature.mi.gov*

Fairway Packing Company
Statement Attached To And Made Part Of
Form 1012
Application For Industrial Facilities Exemption Certificate

-AFFIDAVIT-
DATE OF PROJECT COMMENCEMENT

I, Eugene Baratta, CEO of Fairway packing Company, do hereby certify that the commencement of the installation of the real property described in this application occurred on 6/20/2023.

E Baratta 12/15/23
SIGNATURE DATE

CEO
TITLE

City of Fraser — Building — Permit No: PB23-010

Building and Engineering Department 33000 Garfield Fraser, MI 48026
Phone: (586) 293-3100 Hours: Monday-Friday 8 am-4:30 pm

3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG--1-800-482-7171- ALL UNDERGROUND WORK

18300 15 MILE RD **LOCATION** 03-11-32-226-016	15 MILE INDUSTRIAL PROPER Owner 18530 MACK AVENUE BOX #232 GROSSE POINTE MI 48236 PH#
Issued: **06/20/23** Expire Date: **12/17/23** Estimated Cost: 950,000 PLEASE CALL (586) 293-3100 Option 2 FOR AN INSPECTION 24 HOURS IN ADVANCE	Contractor PH# State License #

Work Description: New Industrial Building for Fairway Packing.

Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
Application Fee	Miscellaneous	1.00	$30.00
PLAN REVIEW	PLAN REVIEW IN HOUSE	1.00	$6,830.00
PLAN REVIEW	PLAN REVIEW IN HOUSE	1.00	$1,366.00

Balance Due: $0.00

Building Department Official/Clerk

Fee Total: **$8,226.00**

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after v has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.
I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

Inspection Record

1. 3.
2. 4.

APPLICANT SIGNATURE

Transaction Number

PAYMENT VALIDATION

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Township/Village of: Fraser

Signed: _____

Print Name: _____

Title: _____

Dated: _____

Applicant: Fairway Packing Company

Signed: E C Garatta

Print Name: Eugene C Garatta

Title: CEO

Dated: 12/14/23

Fairway Packing Company

LEGAL DESCRIPTION

18300 15 Mile Road
Fraser, MI 48026

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 11-32-226-018

Legal Description:

T2N, R13E, SEC 32; COMM AT NE COR SEC 32; TH N89*50'16"W 787.89 FT TO POB; TH S00*05'43"E 291.00 FT; TH N89*50'16"W 302.15 FT; TH N00*30'34"E 291.00 FT; TH S89*50'16"E 299.08 FT TO POB 2.00 AC

Parcel Explorer v.1.3 Macomb County GIS

Parcel Explorer v.1.3 Macomb County GIS

R E S O L U T I O N

DESIGNATED AS THE CITY OF FRASER INDUSTRIAL DEVELOPMENT DISTRICT NO. 1

Minutes of a Regular Meeting of the Council of the City of Fraser, Michigan held on June 16, 1977, at 8:00 p.m., Eastern Standard Time at the City of Fraser Municipal Building in the Fraser Municipal Building, located at 33000 Garfield Road, Fraser, Michigan.

PRESENT: Mayor James J. Pompo, Councilmen Bassett, Clarkson, Lange, Rickard, and Schornak

ABSENT: Councilman Henderson

The following resolution was offered by Councilman Bassett and supported by Councilman Schornak:

WHEREAS, the City Council has met in Public Hearing as heretofore resolved and noticed for the purpose of reviewing the request of the City Assessor that a certain described area in the City of Fraser be established as an Industrial Development District of the City of Fraser.

WHEREAS, during said Public Hearing the City Council has heard all persons desiring to be heard, either orally or in writing, with respect to the designation of the subject area as an Industrial Development District, pursuant to 1974 PA 198, MCLA, Sec. 207.551, et seq.;

WHEREAS, such application and designation meet all of the prerequisites of the cited Act;

NOW, THEREFORE, BE IT RESOLVED, that the following described property be designated City of Fraser Industrial Development District No. 1:

(SEE ATTACHED)

AYES: Mayor James J. Pompo, Councilmen Bassett, Clarkson, Lange, Rickard, and Schornak

NAYS: None

ABSENT: Councilman Henderson

RESOLUTION DECLARED ADOPTED.

Parcel #1 Villa Sub., Lots 1 - 8

Parcel #2 Fraser Industrial Sub. Lots 1 - 215

Parcel #3 T2N,R13E Sec 32 That part of SE 1/4 of NE 1/4 & that part of NE G.T.R.R. R/W exc the S 5 acres. City of Fraser 37.01 A

Parcel #4 T2N, R13E Sec 32 Comm at center post Sec 32; th S87°18'E 625 Ft to pt of beg; th N15°20"E 749.64 ft. th S87°18'W 300 ft; th NO° 15'20"E 343.06 FT; TH S87°18'E 199.39 FT: TH N78°01'06"E 33.68 FT; TH E TO 1/8 LINE; TH S TO A PT WHICH IS S87°18'E 1350.69 FT FROM SAID CENTER POST; TH N87°18'W 675.69 FT TO PT OF BEG. CITY OF FRASER 14.721 ACRES

Parcel #5 T2N, R13E SEC 32 COMM AT N 1/4 POST SEC 32; TH N89°32'58"W 1133.51 FT TO PT OF BEG; TH SO°27'02"W 334.0 FT; TH S89°32'58"E 3.27 FT; TH SO°06'36"E 25.95 FT ALG CEN SWEENEY DRAIN; TH N89°35'38"W 218.0 FT; TH NO°06'36"E 36014FT: TH S89°32'58"E 218.0 FT TO PT OF BEG. CITY OF FRASER 1.8A

Parcel #6 T2N. R13E SEC 32 BEG AT N /14 POST SEC 32; TH S 0°07'30"E 334.0 FT; TH N89°32'58"W 260.0 FT:TH NO°27'02"E 334.0 FT: TH S89°32'58"E 257.0 FT TO PT BEG; BLDG. "B" CITY OF FRASER. 1.97 A

Parcel #7 T2N,R13E SEC 32 BEG AT A PT ON THE N/S 1/4 LINE OF SEC 32, DISTANT S 0° 15'20"W 2272.17 FT FROM THE N 1/4 CORNER OF SAID SEC: TH S 0°15'20"W 757.15 FT; TH S 87°18'E 675.0 FT; TH NO°15'20"E 653.93 FT, TH N89°44'40"W 302.19 FT; TH S 64°20'32"W 77.82 FT; TH N89° 44'40"W 302.19 FT TO PT OF BEG. CITY OF FRASER. 6.95 ACRES

Parcel #8 T2N,R13E SEC 32 THAT PART OF W 1/2 OF SE 1/4 W OF G.F.R.R. R/W CITY OF FRASER 66 ACRES

Parcel #9 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32: TH N89°32'58"W 692.0 FT TO PT OF BEG: TH SO°27'02W 334.0 FT; TH N89°32'58"W 441.51 FT: TH NO°27'02"E 334.0 FT: TH S89°32'58"E 441.51 FT TO PT OF BEG. BLDG "A" 3.385 A CITY OF FRASER

Parcel #10 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32, TH N89°10'23"W 257.0 FT TO PT BEG: TH SO°49'39"W 334.0 FT: TH N89°10'23"W 375.0 FT: TH NO°49'37"E 334.0 FT TH S89°10'23"E 375.0 FT ALG N LINE SEC 32. OF, FIFTEEN MILE RD TO PT BEG. 2.375 A CITY OF FRASER

Parcel #11 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32: TH S89°49'23"E 748.32 FT TO PT OF BEG: TH S89°49'23"E 295.0 FT TH SO8°49'23"E 303.74 FT TH N89°49'23"W 332.51 FT: TH NO°10'37"E 300.0 FT TO PT OF BEG. CITY OF FRASER 213 A

Parcel #12 T2N,R13E SEC 32 THE S 5 ACRES OF THAT PART OF NE /14 OF SE 1/4 W OF G.T.R.R. R/W CITY OF FRASER 5A

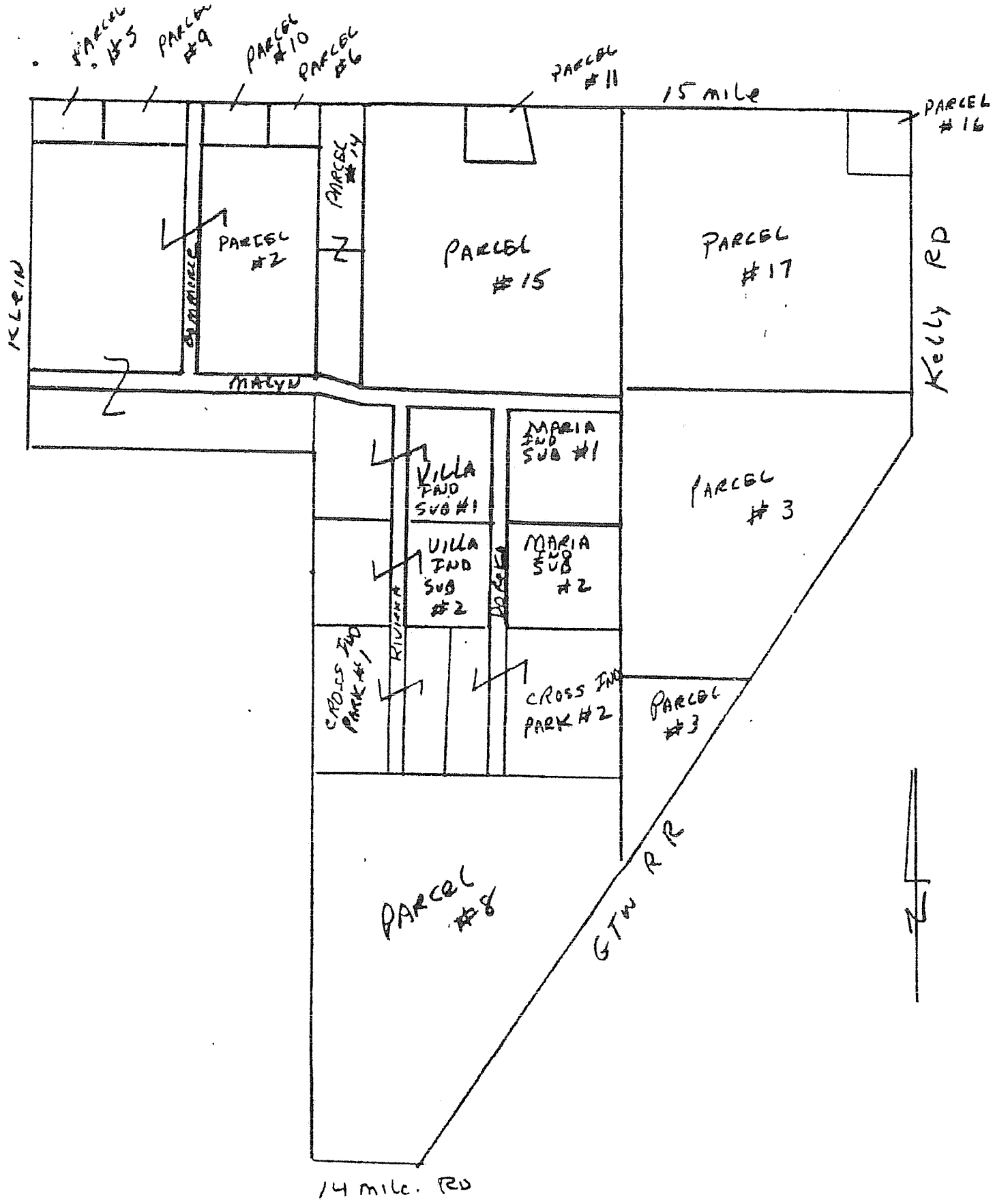
Parcel #13 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32; TH ALONG S & N 1/4 LINE SEC 32: TH S0°15'20" W 1514.60 FT; TH ALONG CENTER LINE MALYN RD, TH S 73°43'11"E 166.28 FT; TH S 87°18'E 515.0 FT TO PT OF BEG. TH ALONG CENTER LINE MALYNBLVD. S87°18"E 300.0 FT: TH S0°15'20"E 343.06 FT TH N87°18'W 300.0 FT: TH N0°15'20" W 343.06 FT TO PT OF BEG. CONTAINING 2.362 ACRES. CITY OF FRASER

Parcel #14 T2N,R13E SEC 32 BEG AT N 1/4 POST SEC 32; TH S0°15'20"W 1513.74 FT; TH ALG CEN LINE MALYN BLDV 273 43'11"E 159.08 FT: TH N0°15'20" 1563.18 FT· TH N89°49'23" W 165.0 FT ALG N SEC LINE TO PT OF BEG. CITY OF FRASER 5.827 A.

Parcel #15 T2N, R13E SEC 32 COMM AT N 1/4 POST SEC 32; TH S89°49'23"E 165.0 FT TO PT OF BEG; TH s0°15'20"W 1553.62 FT: TH S87°18'E 1189.30 FT; TH N TO N LINE SEC 32; TH W TO A PT WHICH IS S89°49'23"E 1033.32 FT FROM N 1/4 POST SEC 32; TH S08°49'23"E 303.74 FT; TH N89°49'23"E 303.74 FT; TH N 89°49'23"W 322.51 FT; TH N0°10'37"E 300.0 FT, TH N89°49'23"W 583.32 FT TO PT OF BEG. 41 A CITY OF FRASER

Parcel #16 T2N,R13E SEC 32 BEG AT NE COR SEC 32: TH S02°oo'W 295.2 FT; TH N89°30'W 295.3 FT· TH N02°00'E 295.2 FT: TH S89°30'E 295.2 FT TO PT OF BEG. 2.0 A CITY OF FRASER

Parcel #17 T2N, R13E SEC 32 COMM AT NE COR SEC 32, TH S0°25'45"W 295.20 FT TO PT OF BEG; TH S0°25'45"W 1086.87 FT: TH N88°35'40"W 1356.99 FT; TH N0°29'40"E 1352.73 FT: TH S89°50'E 1060.06 FT; TH S0°26'55"W 295.20 FT; TH S89°50'E 295.30 FT TO PT OF BEG. CITY OF FRASER 40.5664 A


PARCEL #5
PARCEL #9
PARCEL #10
PARCEL #6
PARCEL #11
15 mile
PARCEL #16
PARCEL #14
PARCEL #2
PARCEL #15
PARCEL #17
KLEIN
MARYLN
Kelly RD
VILLA IND SUB #1
MARIA IND SUB #1
PARCEL #3
VILLA IND SUB #2
MARIA IND SUB #2
CROSS IND PARK #1
RIVIERA
CROSS IND PARK #2
PARCEL #3
PARCEL #8
GTW R R
14 mile. RD

APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A

ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE

Fairway Packing Company
18350 15 Mile Rd.
Fraser, MI. 48026

COST OF LAND IMPROVEMENTS	Estimated Installation Date	Cost
Excavating, Grading & Underground	12/1/23	$259,000
Pavement - Exterior	12/8/23	$75,000
Landscaping & Lawn Sprinklering	4/1/24	
TOTAL COST		**$334,000**

COST OF BUILDING	Estimated Installation Date	Cost
Footings	7/1/23	$58,500
Interior Concrete Floor	12/1/23	$135,000
Interior Office Buildout	12/1/23	$85,000
Shop Office Buildout	12/1/23	$15,000
Exterior Glazing including Door & Hardware	12/1/23	$45,000
Masonry & Limestone	9/1/23	$54,000
Steel	8/1/23	$546,953
Roof	8/1/23	$175,000
Siding	9/1/23	$124,593
Doors	11/1/23	$45,000
Fire Supression & Detection	12/1/23	$125,000
Painting & Wallpaper	2/1/24	$26,000
HVAC Heating & Cooling	12/1/23	$125,000
Electrical	12/1/23	$201,000
Plumbing	12/1/23	$107,874
Elevator		$0
Millwork, bathroom accessories	2/1/24	$7,500
TOTAL COST		**$1,876,420**

GRAND TOTAL: REAL PROPERTY -	**$2,210,420**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into on this 16th day of DECEMBER 2022, between 15 Mile Industrial Associates, L.L.C., a Michigan limited liability company, the address of which is 18530 Mack Avenue, Box 232, Grosse Pointe Farms, Michigan 48236 ("Landlord"), and Baratta Brothers, Inc, a Michigan corporation, a/k/a Fairway Packing Company, Inc., the address of which is: 1313 Erskine Street, Detroit, MI 48207 ("Tenant").

1. **Leased Property**. Landlord leases to Tenant, and Tenant rents from Landlord, the building (the "Building") which will be situated in the City of Fraser, Michigan, and located on the real property described on Exhibit A attached hereto and made a part hereof (the "Real Property"), together with all related parking areas, access drives and landscaped areas located on the Real Property (collectively, the "Premises"). The Building shall contain approximately **31,489** square feet and shall be constructed by Landlord pursuant to the Plans and Specifications (as defined below) in accordance with the provisions of this Lease. The Premises shall be subject to all matters of record, including that certain Declaration of Easement dated May 24, 2007, made by Landlord's predecessor, 15 Mile Industrial Properties, LLC, which grants an access easement over the Premises to the adjacent property located at 18350 15 Mile Road, Fraser, Michigan ("Adjacent Parcel"). Tenant shall also have the right to utilize parking pursuant to that certain Cross Parking Easement Agreement between Landlord and 15 Mile Industrial Properties, LLC, dated _____, 2022, which provides for cross parking rights between the Premises and the Adjacent Parcel.

Within thirty (30) days following the Commencement Date, Tenant shall have the right to have the Building measured by delivering written notice to Landlord, and Landlord's architect will measure the Building and deliver a certification of the actual square footage of the Building to both Landlord and Tenant which shall be conclusive and binding. If the actual square footage of the Building differs from 31,489 square feet, then such actual measurement will be substituted and the Base Rent and additional rent herein shall be adjusted. Following the execution of this Lease by both Landlord and Tenant, Landlord agrees to proceed in good faith to obtain site plan approval. Tenant agrees to cooperate with Landlord's submission of the site plan and shall join in the execution of any application and any other documents required by Fraser or other governmental authorities in connection with the submission and approval of the site plan.

2. **Construction of Building**.

A. **Landlord's Work**. Landlord shall, at its sole cost and expense, construct and prepare the Building for Tenant's occupancy substantially in accordance with the plans and specifications referred to as: **New Warehouse Building For: Fairway Packing, dated August 9, 2022** attached hereto as Exhibit B ("Landlord's Work"), and referred to collectively herein as the "Plans and Specifications." Landlord shall construct

the Building in good and workmanlike manner using new material of first class quality. Landlord agrees to allow Tenant's construction representative access to the Premises during construction for review of progress and quality verification. Landlord's construction and other work may vary from the requirements of the Plans and Specifications if the variance is required by applicable legal or insurance requirements and is minor in nature. In the event that Landlord is not permitted to construct the Building because required approvals (including, without limitation, site plan approval) are denied, and any appeal of such denial has also been denied, Landlord shall have the right to immediately terminate this Lease and the parties shall have no further rights or obligations under this Lease. In addition, in the event that unforeseen construction issues (including, without limitation, adverse soil conditions) which prevent the construction of the Building substantially in accordance with the Plans and Specifications and/or which materially increase the costs of the construction of the Building, Landlord shall have the right to immediately terminate this Lease and the parties shall have no further rights or obligations under this Lease. Landlord warrants the Landlord's Work against (a) defective, faulty or improper workmanship or materials, and (b) violations of law. The foregoing warranty shall terminate twelve (12) months after the date substantial completion of Landlord's Work has occurred.

Any improvement work desired by Tenant in addition to Landlord's Work specified on Exhibit B, shall be installed at Tenant's sole cost and expense in accordance with Paragraph 2.C below ("Tenant's Work"). Tenant may enter the Building before Landlord's Work is completed for the purpose of inspections the Building and making measurements. Upon and after such entry to the Building by Tenant, all of Tenant's obligations under this Lease shall be applicable except Tenant's obligation to pay rent and other charges Tenant is required to pay to Landlord under this Lease. When Landlord's Work has progressed sufficiently to permit Tenant to perform Tenant's Work without interfering with Landlord's Work, as determined by Landlord in its sole discretion, Tenant may then complete Tenant's Work, subject to the requirements set forth in Paragraph 2.C below. During this period, Tenant shall not interfere with Landlord's Work being performed or to be performed by Landlord. If any work or other action done by or on behalf of Tenant results in a delay or stoppage of Landlord's Work, Tenant shall immediately cease such work or other action so that Landlord's Work may continue without delay or be resumed.

B. Taking Possession. Landlord shall deliver possession of the Premises in broom-swept, tenantable condition with all mechanical, electrical, wiring, heating, cooling, communications and plumbing systems and overhead doors in fully operable condition on the date Landlord has substantially completed the construction obligations required by the Plans and Specifications and Landlord's Work has been inspected and approved as required by the municipality ("Substantial Completion"). The parties acknowledge that due to the scope of Tenant's Work, it is unlikely that the Building will be issued a temporary or final certificate of occupancy upon the substantial completion of Landlord's Work.

C. **Commencement Date.** The "Commencement Date" of this Lease shall be the date Landlord delivers the Premises to Tenant with the Substantial Completion of Landlord's Work. The existence of minor punchlist items, if any, remaining to be performed by Landlord, shall not preclude the Substantial Completion of Landlord's Work.

D. **Tenant's Work.**

(i) Tenant agrees to complete all of Tenant's Work at its own cost and expense. Tenant shall not permit the imposition of any lien or other security interest against the premises or the Real Property of which the Building constitutes a part. In the event any such lien or security interest is imposed against the Building or the aforesaid property, Tenant shall give Landlord immediate written notice of the placing of any notice of lien, lien or encumbrance against the Building and cause such notice, lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30) day period.

(ii) Tenant hereby indemnifies and holds Landlord and the principles, agents and employees of Landlord, harmless from and against any and all damages, claims, costs and/or expenses (including reasonable attorney's fees) which Landlord or its principals, agents and/or employees may suffer or incur as a consequence of the construction and/or installation of any improvements by Tenant or Tenant's employees, agents or independent contractors.

(iii) All of Tenant's Work and improvements shall be performed by contractors and subcontractors approved by Landlord, whose consent shall not be unreasonably withheld, and all of Tenant's Work and improvements shall conform to applicable statutes, ordinances, regulations and codes of all governmental units having jurisdiction over the Building and any improvements installed therein and, where applicable, shall be acceptable to Landlord's mortgagee in all respects. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, water and telephone work, all as may be required by the utility companies supplying the said services.

(iv) Tenant and Tenant's contractors shall carry a minimum of $1,000,000 of general liability insurance and $500,000 of worker's compensation insurance, and all such policies shall name Landlord and, if requested by Landlord, Landlord's mortgagee, as an additional insured party. Notwithstanding anything to the contrary, the foregoing insurance amounts shall be subject to adjustment if requested by Landlord's mortgagee.

(v) Neither Tenant nor Tenant's agents or independent contractors shall be entitled to cut and/or patch openings in the roof for ducts, vents, etc., and the

right to so cut and/or patch in the roof shall exclusively belong to Landlord. However, the cost of such work will be at the expense of Tenant.

(vi) No approval by Landlord required hereunder shall be deemed valid unless the same shall be in writing and signed by Landlord or Landlord's authorized agent.

(vii) It shall be the responsibility of Tenant, at Tenant's cost, to obtain a final certificate of occupancy for Tenant's use of the Building following the completion of Tenant's Work. Landlord shall work cooperatively with Tenant, to the extent any Landlord's Work must be completed to obtain a certificate of occupancy, to complete such work so that a final certificate of occupancy can be obtained.

E. **Punch List Items.** Within thirty (30) days of the Commencement Date, Tenant shall provide Landlord with a letter which identifies any punch list items to be completed ("Tenant's Letter"). In the event Landlord fails to complete such punch list items within ninety (90) days from the date of Landlord's receipt of Tenant's Letter, or as soon as weather permits, with respect to weather dependent items that cannot reasonably be completed in such ninety-day period, Tenant may, but shall not be obligated to, give written notice to Landlord that it will complete such punch list items and Tenant may then promptly complete the punch list items and deduct the reasonable cost of completing such items from the monthly Base Rent, providing copies of contractor invoices to Landlord.

3. **Lease Term.** The term of this Lease shall begin on the Commencement Date and shall continue for period of twelve (12) years from the Commencement Date, unless renewed or sooner terminated in accordance with this Lease ("Lease Term" or "Term"). For purposes of this Lease, a Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date.

A. **Option to Renew.** Tenant shall have an option to extend the Term of this Lease for two (2) additional periods of five (5) years ("**Option**"), beginning on the expiration of the Primary Term (each, an "**Extension Term**"). Tenant shall not be entitled to so extend the Term of the Lease if then in monetary default or if during the Lease Year immediately preceding the date for exercise of the option, Tenant shall have been in monetary default under this Lease for any prior consecutive period of two (2) months, or any non-consecutive period totaling four (4) months during that prior Lease Year.

Exercise of Option. The option to extend the Primary Term and the first Extension Term granted in the above paragraph shall be exercised by written notice to Landlord given not less than twelve (12) months prior to the expiration date of the Primary Term or the first Extension Term, as the case may be. The Primary Term and the Extension

Term(s), if the option is properly exercised, shall be collectively referred to herein as the "**Term**".

Adjusted Minimum Net Rental Terms. Tenant's possession of the Premises during the Extension Term(s), if any, shall be under the same terms and conditions of this Lease except the Base Rent for the first Lease Year of the Extension Term shall be the Fair Market Rent value for the Premises at such time, which shall in no event be less than the amount of rate of the Base Rent hereunder at the expiration of the Primary Term or the first Extension Term, as the case may be. "**Fair Market Rent**" shall mean the annual amount per rental square foot that a willing and comparable tenant would pay and a willing and comparable landlord would accept at arm's length, for delivery on or about the effective date of each such Extension Term, for comparable industrial space in the Auburn Hills, Michigan area. Within fifteen (15) days following Tenant's notice exercising its option to renew, Landlord shall deliver to Tenant Landlord's determination of Fair Market Rent. If not acceptable to Tenant, then Landlord and Tenant shall negotiate in good faith with respect to the determination of Fair Market Rent for a period of fifteen (15) days following Landlord's delivery of its notice of Fair Market Rent to Tenant. If Landlord and Tenant disagree on the Fair Market Rent and such dispute is not resolved within such fifteen (15) day negotiation period, then within ten (10) days thereafter, Landlord and Tenant shall appoint a mutually agreeable MAI certified appraiser to determine Fair Market Value, and if they are unable to agree upon a single appraiser, Landlord and Tenant shall each appoint a MAI certified appraiser ("**Party Appraisers**"). Within ten (10) days after the parties appoint their own Party Appraiser, such Party Appraisers shall select a third MAI certified appraiser ("**Independent Appraiser**"). Thereafter, the Party Appraisers and the Independent Appraiser shall determine the Fair Market Rent. If the Party Appraisers and the Independent Appraiser are unable to agree on the Fair Market Rent within twenty (20) days after they have been retained, the Fair Market Rent shall be equal to the Fair Market Value determined by the appraiser whose determination is between the values determined by the other appraisers. If the parties agree upon a single appraiser, the cost of such appraiser shall be shared equally by the parties. If the parties must appoint Party Appraisers, then each party shall pay the cost for its Party Appraiser and the cost of the Independent Appraiser shall be shared equally. If either party fails to appoint a qualified appraiser within the time provided herein, the determination of the appraiser appointed by the other party shall be binding and conclusive on the parties. Base Rent for the first Lease Year of the Extension Term shall be the Fair Market Rent calculated as set forth above which shall in no event be less than the amount of rate of the Base Rent hereunder at the expiration of the Primary Term or the first Extension Term, as the case may be. At the commencement of each Lease Year after the first Lease Year of the Extension Term, Base Rent shall increase by three percent (3%) per year.

4. **Use and Occupancy.** Tenant shall use the Building and Premises for industrial, manufacturing and office use and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not use the Building or the Premises for any purpose which is in contravention of any law, municipal ordinance or regulation. In addition, Tenant shall

not use the Premises for the storage of property outside the Building without the prior written consent of Landlord whose consent will not be unreasonably withheld.

5. **Rent.** Tenant hereby agrees to pay to Landlord, at the address of Landlord written above, or at such other place as Landlord may hereafter from time to time designate in writing, annual "Base Rent", payable in monthly installments beginning on the Commencement Date and continuing for the remainder of the Term, in accordance with the following payment schedule:

	Annual Rent	Monthly Installments	Rent/SF
Year 1	313,315.55	26,109.63	9.95
Year 2	322,715.02	26,892.92	10.25
Year 3	332,396.47	27,699.71	10.56
Year 4	342,368.36	28,530.70	10.87
Year 5	352,639.41	29,386.62	11.20
Year 6	363,218.59	30,268.22	11.53
Year 7	374,115.15	31,176.26	11.88
Year 8	385,338.61	32,111.55	12.24
Year 9	396,898.76	33,074.90	12.60
Year 10	408,805.73	34,067.14	12.98
Year 11	421,069.90	35,089.16	13.37
Year 12	433,702.00	36,141.83	13.77

Monthly installments of Base Rent shall be paid in advance on the first day of each month during the Term without setoff, deduction or abatement, except as may be expressly set forth in this Lease. It is the purpose and intent of Landlord and Tenant that this Lease shall be absolutely net to Landlord and that Tenant shall pay, without notice or demand, and without abatement, deduction or set off, and hold harmless Landlord from and against, all costs, taxes, insurance premiums and expenses and obligations of every kind and nature whatsoever relating to the Building or Premises which may arise or become due during the Term, except as otherwise expressly set forth in this Lease. In the event any monthly payment of Base Rent is not received by Landlord within seven (7) days from the date such payment is due, Tenant shall pay to Landlord a late charge of five (5%) percent of unpaid Base Rent per month to help defray the additional costs to Landlord resulting from such late payment. In the event Tenant delivers any check to Landlord which is not collectable for any reason, then Tenant agrees to pay to Landlord a service charge of Fifty and 00/100 ($50.00) Dollars upon Landlord's request, in addition to any late charge assessed. Late charges and charges for insufficient funds shall be in addition to Landlord's other rights and remedies under this Lease, or at law and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

6. **Right of First Refusal**. Landlord grants Tenant right of first refusal ("ROFR") to purchase the Premises from Landlord during the Term of this Lease. Provided Tenant is not in default under any of the terms and conditions of this Lease beyond any applicable notice or cure period, if the Landlord receives a bona fide offer ("Offer") from any party to purchase the Premises, which Offer the Landlord intends to accept, Landlord shall notify Tenant of such Offer and Landlord's intention to accept it, and such notice shall be accompanied by a copy of the complete Offer containing all terms, with the offeree's name and contact information redacted ("Offer Notice"). Tenant shall have the right to purchase the Premises for the same consideration and on the same terms set forth in the Offer (subject to a reasonable extension of the time period for closing), provided that Tenant notifies Landlord thereof in writing ("Acceptance Notice") within fifteen (15) days from and after the date Tenant receives the Offer Notice. If Tenant does not deliver the Acceptance Notice within such fifteen-day period, Landlord may then sell the Premises on the terms set forth in the Offer (subject to a reasonable extension of the time period for closing); provided that, in the event the transaction set forth in the Offer does not close on the terms set forth therein, subject to this paragraph, then any subsequent Offer received by Landlord to purchase the Premises shall be subject to the terms and conditions of this paragraph.

7. **Maintenance and Repairs.**

A. **Landlord's Responsibilities.** Landlord shall, at its sole cost and expense and without charge to or reimbursement from Tenant, keep in good condition and repair the foundation, roof, exterior walls, interior load bearing walls, columns, beams and other structural components of the Building and the water and sewer leads from the boundary of the Premises to their point of connection to the Building (including those running under the slab or foundation of the Building), excluding the doors, door frames, window glass, window casings, and window frames; or any of the appliances or appurtenances of such doors, window glass, window casings, and window frames; provided, however, any damage to any of the foregoing caused by the acts or omissions of Tenant or Tenant's, employees, contractors, vendors, agents, invitees, subtenants or licensees, shall be repaired at Tenant's sole cost. Landlord agrees to commence the repairs, replacements or restoration described in this Section within a reasonable period of time after receiving from Tenant written notice of the need for such repairs (which shall be as soon as reasonably possible in the event of an emergency).

B. **Tenant's Responsibilities.** Tenant shall, at its sole cost and expense, keep and maintain in good condition and repair, all portions of the Building and Premises which are not expressly Landlord's responsibility under Paragraph 7(A) above, including all interior portions of the Building and improvements located in the Building, all electrical, mechanical and plumbing systems within or otherwise servicing the Building, and any and all systems and special equipment installed in the Building (including, by way of example, air conditioners, transformers and plumbing) whether installed by Landlord or Tenant. In

addition, Tenant shall, at its sole cost and expense, be responsible for the normal and routine maintenance, repair and/or replacement of the HVAC system within the Building, and Tenant agrees, at its own cost and expense, to keep in effect throughout the entire Term a service contract for the HVAC system with a reputable heating and cooling company licensed in the State of Michigan, which HVAC system shall be inspected and have routine preventative maintenance performed at least two (2) times per year. Tenant shall provide copies of such service contract and maintenance records to Landlord upon request. Tenant acknowledges and agrees that, except for any express representation or warranty by Landlord in this Lease, Tenant is accepting the Building and Premises in "as-is" "where-is" broom clean condition without any representation or warranty of any kind by Landlord. All repairs and replacements made by or on behalf of Tenant shall be made by licensed contractors with first class materials, in a good and workmanlike manner, and in accordance with all applicable laws and regulations of all governmental authorities having jurisdiction over the Building and Premises.

8. **Utilities.** During the Term, Tenant shall pay for all gas, heat, light, power, water, sewer, telephone or other communication service, security services, janitorial services, garbage disposal and all other utilities and services supplied to Tenant at the Premises. Tenant agrees to supply Landlord evidence that all municipal water and/or sewer bills have been paid upon reasonable request. Landlord shall not be liable to Tenant for any loss or damage to Tenant or its property resulting from burst, stopped or leaking utility lines that are within the Premises and service the Building, and Landlord shall not be liable to Tenant for damages or otherwise for any failure or interruption of any such utility service furnished to the Premises, except where such failure or interruption was due solely to Landlord's gross negligence or intentional misconduct.

9. **Real Estate Taxes and Assessments.** Tenant shall be responsible for the payment of all real estate taxes, special assessment installments and other governmental charges of any kind which are attributable to the Building and Premises and which become due during the Term (collectively, the "Taxes"). Tenant shall pay all such Taxes to Landlord within thirty (30) days after Landlord delivers a copy of the tax bill to Tenant. Upon receipt of payment for the Taxes by Tenant within such thirty (30) day period, Landlord shall pay the Taxes to the taxing jurisdiction prior to delinquency. In the event that Tenant does not pay the Taxes to Landlord within such thirty (30) day period, Landlord may, but shall not be obligated to pay such Taxes. In the event that Landlord pays any Taxes which are Tenant's responsibility under this Lease, such Taxes shall be immediately due and payable to Landlord as additional rent, and shall, without limiting Landlord's remedies, accrue interest at the rate of twelve (12%) percent per annum from the date of payment until Landlord is reimbursed in full for such Taxes. In the event Landlord does not pay any Taxes which are Tenant's responsibility under this Lease, then in addition to the interest accruing pursuant to the prior sentence, Tenant shall pay all interest and penalties accruing on such delinquent Taxes.

Tenant shall reimburse Landlord for any Taxes paid by Landlord prior to the Commencement Date which are attributable to periods subsequent to the Commencement Date, based on the due date method of tax proration as if paid in advance. Tenant shall be responsible for paying any personal property taxes' levied against Tenant's personal property, equipment and trade fixtures located within the Premises.

If, due to a change in the method of taxation, any franchise, income, profit or other tax shall be levied against Landlord in substitution for or in lieu of or in addition to any Taxes which would constitute a real estate tax (and not personal to Landlord), such franchise, income, profit or other tax shall be deemed to be Taxes for the foregoing purposes. Tenant shall not be obligated to reimburse Landlord for any Taxes which are attributable to periods prior to the Commencement Date or subsequent to the expiration of the Term stated in Paragraph 3. Notwithstanding anything in this Paragraph 9 to the contrary, if Tenant pays any real property taxes and assessments under this Paragraph 9 for a period that includes any time or period not included in the Lease Term, Landlord shall bear the prorated (determined based on the number of days within and outside the Lease Term) portion of such tax for the period not within the Lease Term.

Tenant at its sole cost shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes that are to be borne by Tenant. As a condition of Tenant seeking a reduction or contesting any such taxes, Tenant must be current in the payment of Taxes pursuant to this Paragraph 9, and shall remain current throughout the pendency of such contest. Landlord shall not be required to join in any proceeding brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost. Tenant, on final determination of any decision or judgment rendered, shall satisfy said decision or judgment together with all costs, charges, interest, and penalties incidental to the decision or judgment.

10. Insurance and Indemnification.

A. **Tenant's Insurance Requirements.** Tenant shall at all times subsequent to the Commencement Date and during the Term, keep in full force and effect, at its sole cost and expense, with respect to the Building and Premises, the following types of insurance in the amounts specified:

(i) Comprehensive public liability and property damage insurance with limits of liability not less than Two Million ($2,000,000.00) Dollars per occurrence for bodily injury, personal injury or death, or property damage.

(ii) Fire and extended coverage insurance covering the full

replacement value of Tenant's personal property, fixtures, improvements and alterations located on or within the Building. The proceeds from any such policy shall be used by Tenant solely for the replacement of personal property or fixtures or the restoration of Tenant's improvements or alterations.

All policies of insurance required to be maintained by Tenant under paragraph l0A(i) shall be issued by an insurance company licensed to do business in Michigan and shall name Landlord and any other parties in interest designated by Landlord and Tenant as additional insured and loss payee as their respective interests may appear, and shall contain a provision that the insurer will not cancel, change or fail to renew the insurance without giving Landlord thirty (30) days prior written notice. Tenant shall furnish to Landlord such evidence as Landlord may require that the insurance referred to in this Paragraph 10 is in full force and effect and that the premiums therefor have been paid. In the event of overlapping coverage between Tenant's insurance and the insurance carried by Landlord, Tenant's insurance coverage will be deemed to be the primary coverage.

B. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord, its members, employees, and agents, from and against all claims, causes, causes of action, judgments, liabilities, obligations, losses, costs and expenses (including court costs and reasonable attorneys' fees) arising from, related to or as a result of: (a) any accident, injury, death, loss or damage whatsoever to any person or to the property of any person, including the person and property of Landlord and its employees, agents, clients, licensees, invitees, contractors and subtenants, that occurs during the Term, within the Building or Premises, (b) any claims based upon any harm to persons or damage to property caused by Tenant, its contractors or subcontractors in connection with Tenant's Work, and/or (c) any negligent act or omission of Tenant or any agent, contractor, officer, employee, subtenant, licensee, invitee or client of Tenant, excluding any claims based upon or arising directly out of the gross negligence or willful misconduct of Landlord or any claims based on any harm to persons or damage to property caused by Landlord, its contractors or subcontractors in connection with Landlord's Work. It is understood and agreed that all personal property and trade fixtures of any kind, nature or description whatsoever, kept, stored or maintained upon or in the Building shall be kept, stored or maintained at the sole risk and responsibility of Tenant exclusively and Tenant releases Landlord from any liability therefor. The foregoing indemnity obligations shall survive the expiration or termination of this Lease, and shall be without exception, and without the right to seek contribution from Landlord.

Except for the negligence or willful misconduct of Tenant or any and its affiliates and subsidiaries and their respective members, shareholders, managers, directors, officers, employees, contractors, representatives and agents (collectively, the "Tenant Indemnitees"), Landlord shall indemnify and hold Tenant harmless from and against any and all claims, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs), arising from the willful misconduct or gross negligence of

the Landlord or any of its affiliates and subsidiaries and their respective members, shareholders, managers, directors, officers, employees, representatives and agents. The foregoing indemnity obligations shall survive the expiration or termination of this Lease.

C. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and their respective agents and employees from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by or resulting from risks insured against under fire or extended coverage casualty insurance carried by the parties and in force at the time of any such loss or damage; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement and will include such a clause only so long as it is includable without additional cost, or if there is an additional cost, only so long as the other party pays such additional cost. Each party will notify the other of any such additional cost, and such other party may, at its election, pay the applicable amount.

D. **Landlord's Insurance.** Landlord shall, during the Term, keep in full force and effect, fire and extended coverage insurance covering the structure of the Building and all other structural improvements (excluding Tenant's trade fixtures, furnishings, equipment and personal property) against loss or damage by fire, windstorm, hail, smoke damage and vandalism and malicious mischief and such other risks as are from time to time covered under an "extended coverage" endorsement in an amount equal to the full replacement cost of the Building. Landlord may obtain rental interruption insurance with coverage limits in the amount of Base Rent and additional rent due under this Lease for twelve (12) months. Tenant shall reimburse Landlord for the cost of such premiums within thirty (30) days from the date Landlord notifies Tenant in writing that such premiums are due and payable. Notwithstanding the foregoing, any such insurance policy shall be issued by an insurance company satisfactory to Landlord's mortgagee, in its sole discretion.

11. **Additional Rent Escrow.** If required by Landlord's mortgagee or ground lessor, or if Tenant fails to pay, when due, any Taxes, and/or insurance premiums, in accordance with Paragraphs 9 and/or 10 above, Landlord may, in addition to any and all remedies available to Landlord under this Lease, at law or in equity, establish an escrow account for the payment of Tenant's obligations under Paragraphs 9 and/or 10 above. Landlord shall deliver to Tenant a statement of the estimated Taxes, utility charges and insurance premiums for the ensuing calendar year and Tenant shall pay to Landlord, in addition to monthly installments of Base Rent, one-twelfth (1/12) of such estimated amount, which estimate may be revised by Landlord from time to time in its reasonable discretion. Within thirty (30) days following the close of each calendar year, Landlord shall deliver to Tenant

a summary in reasonable detail of the total actual Taxes and insurance premiums for the previous calendar year. If Landlord's summary shows that the estimated payments previously paid by Tenant exceed the amount that was due from Tenant, the excess amount shall be credited toward Tenant's future additional rent/escrow obligations under this Paragraph 11. If however the summary shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant, Tenant shall pay the deficiency to Landlord, as additional rent, within thirty (30) days from the delivery of the summary. Once established, Landlord reserves the right to waive, in its absolute discretion, Tenant's escrow requirements, in which event, Tenant shall pay all Taxes and/or insurance premiums prior to delinquency and shall submit paid receipts to Landlord as evidence of the timely payment of the Taxes and/or insurance premiums.

12. **Maintenance of Exterior Areas.** Landlord shall, at Tenant's expense, coordinate and manage the maintenance of the Exterior Areas in a manner consistent with the standards of a first-class industrial building, in which case Tenant shall reimburse Landlord, as additional rent during the Term, for all reasonable costs incurred by Landlord in maintaining and operating the Exterior Areas, together with an administrative fee equal to Ten (10%) percent of such costs (collectively, the "Exterior Maintenance Charges"). Costs of maintenance and operation shall include, without limitation, asphalt paving and/or curb repairs, concrete walkway repair, window replacement, painting, metal siding repair or replacement, parking lot cleaning and debris removal, parking lot lighting and line painting, landscaping maintenance and upkeep, and snow and ice removal. Each request for payment of the Exterior Maintenance Charges shall include a statement showing, in reasonable detail for the period covered, all billing and disbursements made in connection with such Exterior Maintenance Charges, and Tenant shall reimburse Landlord within thirty (30) days from the date Landlord provides Tenant with the foregoing written statement. Landlord shall deliver to Tenant, promptly upon Tenant's request, copies of all service contracts and any renewals thereof for maintenance or repairs to Exterior Areas of the Premises that would result in Exterior Maintenance Charges to be reimbursed by Tenant. Notwithstanding anything to the contrary contained herein, Landlord shall not be responsible for providing security service or other protection devices to Tenant, its employees, agents, invitees or licensees anywhere within the Premises. In the event Landlord elects to coordinate and manage the maintenance and operation of the Exterior Areas in the manner set forth above, Landlord reserves the right at any time thereafter to terminate its management services by providing Tenant with thirty (30) days prior written notice, in which event Tenant shall, at its cost, be obligated to maintain the Exterior Areas. Tenant reserves the right to shop for comparable maintenance contracts in order to determine whether Landlord has done a satisfactory job in keeping maintenance costs to an acceptable level. In the event that Tenant can produce comparable contracts with comparable contractors at a materially reduced cost, Tenant reserves the right to activate such contract(s) in lieu of Landlord's contract(s), provided that Tenant delivers such contract to Landlord and Landlord cannot substantially match the terms of such contract within thirty (30) days.

13. **Alterations.** Tenant shall not commence any alteration or improvement to the Building without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. If Landlord fails to approve or reject a request from Tenant within thirty (30) days after receipt of such request together with plans and specifications for such alteration or improvement, then such request shall be deemed approved. Landlord shall have the right, but not the obligation, to perform any alterations, additions and improvements to the Building which have been requested by Tenant and which have been approved by Landlord, on terms mutually acceptable to Landlord and Tenant. All alterations, improvements and fixtures (other than Tenant's trade fixtures) made by either of the parties shall immediately become Landlord's property and shall be considered part of the Building; provided, however, that at the time Landlord reviews and approves Tenant's plans and specifications for any alterations, Landlord may designate by written notice to Tenant those alterations, additions, improvements and fixtures which are identified in Tenant's plans and specifications that must be removed by Tenant at the expiration or termination of this Lease, and Tenant shall remove such items and repair any damage to the Building caused by such removal before the last day of the Term. Tenant shall not remove the following, whether or not installed by or at the expense of Tenant: ventilating, silencing, air-conditioning, air-circulating, refrigeration, electric, plumbing, heating, sprinkling equipment, fixtures and outlets, and partitions, railings, gates, mezzanines, doors, vaults, paneling, molding, built-in shelving, flooring and floor covering. Tenant shall only use licensed contractors for any permitted alterations to the Building and shall not permit any construction liens to be placed on the Building or Premises. Tenant shall, in connection with any proposed alterations, improvements and/or repairs to the Building, comply with the provisions of the Michigan Construction Lien Act, as amended, and also comply with all provisions set forth in Paragraph 3B above pertaining to Tenant's Work.

14. **Assignment and Subletting.** Tenant covenants not to assign or transfer this Lease or sublet all or any part of the Building or Premises without the prior written consent of Landlord, whose consent will not be unreasonably withheld. In the event of any permitted assignment or transfer, Tenant shall remain fully liable to perform Tenant's obligations under this Lease. No consent by Landlord to any assignment, transfer, or subletting on any one occasion shall be deemed a consent to any subsequent assignment, transfer, or subletting by Tenant or by any successors, assigns, transferees, mortgagees or sublessees of Tenant. Any transfer, in one or more transactions, of fifty (50%) percent or greater of the beneficial ownership interests in Tenant shall constitute an assignment of this Lease requiring Landlord's consent.

In addition to, and not in limitation of, Landlord's right to approve any sub-tenant or assignee of Tenant, except for the proposed sub-tenants set forth in this Paragraph 14, Landlord shall have the option, in its sole discretion in connection with any other proposed sublease or assignment, to terminate this Lease as of the date the sublease or assignment is to become effective, and to enter into a direct lease relationship with the

proposed sub-tenant or assignee. Tenant shall be obligated to pay any and all broker's commissions or finders fees which may be due and owing as a result of any proposed assignment or sublease, regardless of whether or not Landlord elects to terminate this Lease in connection with such proposed assignment or sublease.

15. **Damage And Destruction.** In the event the Building is damaged or destroyed in whole or in part by fire or other insured casualty during the Term, Landlord shall repair and restore the Building to the same condition that the Building was in prior to the fire or casualty with reasonable dispatch, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recoverable by Landlord or assigned to Landlord as a result of such damage. If a casualty renders all or a portion of the Building untenantable and Tenant is unable to operate its business therein, the monthly installments of Base Rent shall be reduced in direct proportion to the amount of the Building so damaged or destroyed until such time as the Building is restored, provided that the fire or casualty is not attributable to the willful act or omission or gross negligence of Tenant, its employees or agents. In the event Landlord's insurance proceeds are insufficient to restore the Building to its condition prior to the fire or casualty, Landlord may terminate this Lease upon thirty (30) days written notice to Tenant. If the Building cannot be restored within a period of one hundred eighty (180) days, as determined by Landlord in its reasonable discretion, Landlord shall have the right to terminate this Lease upon written notice to Tenant. Such notice shall be given to Tenant within thirty (30) days from the occurrence of such casualty. If the Premises are not restored within 270 days of the date of the casualty, Tenant shall have the option to terminate the Lease. Upon Landlord's receipt of such termination notice from Tenant, Tenant's obligations under the Lease shall cease. Tenant shall, at its own cost and expense, remove such of its furniture and other belongings from the Building as Landlord shall require in order to repair and restore the Building. If Tenant fails to adjust its own insurance or remove its goods, trade fixtures, furniture or equipment within a reasonable time, and as a result, the repair or restoration of the Building is delayed, there shall be no abatement of Base Rent during the period of such delay. Landlord shall use reasonable discretion as to the extent of the untenantability of the Building and of the time required for the repair and rebuilding of the same and no such damage or untenantability shall be deemed either an actual or constructive eviction or result in any abatement of rent, except as provided in this Paragraph 15. Tenant shall give immediate notice to Landlord in case of fire or accident in the Building. If Tenant shall use any part of the Premises for storage during the period of repair, Landlord shall have the right to charge Tenant for such storage at a rate not to exceed that set forth in Paragraph 3 above.

In the event the Building is damaged or destroyed to the extent of more than fifty (50%) percent of the value of the Building, Landlord may, in its sole discretion, elect to terminate this Lease upon written notice to Tenant. Such notice shall be given to Tenant as promptly as reasonably possible and in no event later than thirty (30) days following such damage or destruction.

16. **Eminent Domain.** If the whole or any substantial part of the Building is taken by any public authority under the power of eminent domain (or purchased in lieu thereof), or in the event all or a material portion of the Exterior Areas are taken by any public authority under the power of eminent domain (or purchase in lieu thereof), and such taking materially interferes with Tenant's ability to operate its business within the Premises in accordance with its historical use of the Premises and in Tenant's sole discretion, then the Term shall cease on the part so taken as of the date title vests in the condemning authority, and any rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice of such taking (or purchase) is received. In the event that neither party terminates this Lease, Landlord shall, to the extent the proceeds of the condemnation award or purchase (other than any proceeds awarded for the value of any land taken) are available, make all necessary repairs to the Building and Premises to render and restore the same to a complete architectural unit (provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Building and that the cost shall not exceed the condemnation proceeds), and Tenant shall continue in possession of the portion of the Premises not taken under the power of eminent domain, under the terms and conditions of this Lease, except that the Base Rent shall be reduced in direct proportion of the amount of the Building taken. There shall be no reduction in Base Rent if any portion of the Exterior Areas are taken and Tenant continues to be able to operate its business within the Premises in accordance with its historical use of the Premises. All damages awarded for such taking (or the purchase price) shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Building; provided, however, Landlord shall not be entitled to any portion of the award (or the purchase price) made to Tenant for damage or removal and reinstallation of trade fixtures, equipment, or other personal property, loss of business or moving expenses.

17. **Offset Statement, Attornment and Subordination.**

A. **Offset Statement.** Either party shall, at any time or times, within ten (10) days after receiving a request by the other party, execute and deliver to such party a written statement certifying: (i) that this Lease is in full force and effect, (ii) the date of commencement of the Term, (iii) that rent is paid currently without any offset or defense, (iv) the amount of rent, if any, paid in advance, and (v) that there are no uncured defaults by the other party or stating with specificity those defaults claimed.

B. **Subordination.** Tenant hereby agrees that this Lease is and shall be subject and subordinate at all times to any and all present and future ground leases and mortgages affecting Landlord's interest in the Premises. At Landlord's request, Tenant agrees to execute and deliver such further instrument(s) evidencing the subordination of this Lease, provided that such ground lessor or mortgagee agrees in writing not to disturb Tenant's rights under this Lease, provided Tenant is not in default. Tenant also agrees

that any mortgagee or ground lessor may elect to treat this Lease as prior in time to its interest in the Premises, and in the event of such election and upon notification to Tenant to that effect, this Lease shall thereupon be deemed so prior, whether this Lease is, in fact, dated prior or subsequent to the date of such other interest. In the event Tenant fails to execute and deliver such instrument(s) evidencing the subordination of this Lease, then Landlord shall have the right to execute such instrument(s) on Tenant's behalf, and Tenant hereby irrevocably appoints landlord as agent and attorney for the purpose of executing such instruments necessary to effectuate the foregoing.

C. **Attornment.** Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building and/or Premises, or in the event any proceedings are brought for the foreclosure of such interest or in the event of exercise of the power of sale under any mortgage on the Building and/or Premises granted by Landlord, or for the eviction of Landlord under any underlying ground lease by Landlord, attorn to the purchaser-transferee and recognize such purchaser-transferee or lessor as the Landlord under this Lease, provided such mortgagee or transferee agrees not to disturb Tenant's possession under this Lease, so long as Tenant is not in default.

18. **Quiet Enjoyment.** Upon Tenant's payment of the rents and other charges required under this Lease, and Tenant's performance of its obligations under this Lease, and subject to the terms and provisions of this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person acting through or under Landlord.

19. **Bankruptcy.** In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors or if a petition shall be filed by or against Tenant seeking to have Tenant adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within ninety (90) days after the filing of the petition, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant. If, as a matter of law, Landlord has no right upon Tenant's bankruptcy to terminate this Lease, then, if Tenant, as debtor, or its trustee, wishes to assume or assign this Lease, in addition to curing or adequately assuring the cure of all Tenant's existing defaults under this Lease as of the date of filing of the proceeding (such assurances being defined below), Tenant, as debtor, or the trustee, as assignee, must also furnish adequate assurances of future performance W1der this Lease (as defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the cost of such a cure. Adequate assurance of future performance under this Lease means posting a deposit equal to three (3) months rent, including all other charges payable by Tenant under this Lease, and in the case of an assignee, assuring Landlord that the assignee is financially capable of assuming this

Lease. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within one hundred twenty (120) days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease.

20. Landlord's Remedies.

A. In the event Tenant fails to pay any monthly installment of Base Rent or any other sum required to be paid under this Lease and such failure is not cured within fifteen (15) days from the date Tenant receives written notice of such nonpayment, Landlord shall, in addition to its other remedies provided by law and in equity, have the remedies set forth in Subparagraph 20(C) below.

B. If Tenant fails to perform any of its obligations under this Lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within said thirty (30) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlord shall, in addition to its other remedies provided at law or in equity, have the remedies set forth in Paragraph 20(C) below. Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant, and any sums expended by Landlord, together with interest thereon at the rate of twelve (12%) percent per annum until paid, shall be additional rent and shall be paid by Tenant with the next monthly installment of Base Rent.

C. In the event Tenant shall be in default under Subparagraph 20(A) or 20(B) above, then Landlord, in addition to all other remedies provided under this Lease, at law or in equity, shall have the immediate right to re-enter the Building and Premises to remove all persons and property within the Building and Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or from time to time, without terminating this Lease, relet all or any portion of the Building and/or Premises on such terms and conditions as Landlord shall, in its sole discretion, deem advisable. The proceeds of such reletting shall be applied, first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including broker's fees and the cost of any reasonable alterations and repairs to the Building; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied toward the payment of future rent as it becomes due and payable. Should the proceeds of such reletting during any month be less than the monthly installment of Base Rent required under this Lease, then Tenant shall during each such month pay the deficiency to Landlord. In the event any rentals or other sums received from reletting exceed those sums to be paid by Tenant, such excess shall belong to and be the sole property of

Landlord. No such re-entry or taking possession of the Building and/or Premises, or acceptance of the keys to the Building by Landlord, shall be construed as an election to terminate this Lease unless Landlord provides Tenant with written notice of its election to terminate the Lease, or unless the termination is decreed by a court of competent jurisdiction. If Landlord elects to relet the Building and/or Premises without terminating the Lease, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.

D. Tenant shall pay all reasonable attorneys' fees and expenses of Landlord in enforcing any of Tenant's obligations under this Lease, or in any litigation in which Landlord shall, without its fault, become involved through or on account of this Lease.

E. All Landlord's rights and remedies shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law or in equity.

F. Landlord shall use commercially reasonable efforts to mitigate its damages as required by the laws of the State of Michigan.

21. Intentionally Omitted.

22. Signs. Tenant shall not erect or install any exterior or interior roof, wall, window or door signs, advertising media, lettering, placards or awnings without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall not erect on the roof any aerial, antennae, satellite dish, or structure for storage, or otherwise use the roof for any purpose other than for normal maintenance without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Landlord may, one hundred eighty (180) days prior to the termination of this Lease, display in and about the Premises, including windows, the usual and ordinary "for lease" signs. If Tenant does not timely exercise an Option, or if Tenant has exercised both of its Options, then Landlord may install "For Sent" signs on the Premises. Landlord may install a "For Sale" sign on the Premises at any time.

23. Access by Landlord. Upon reasonable advance notice, Landlord shall have the right to enter the Building at all reasonable times to examine, maintain, and make repairs to the portions of the Building which must be maintained by Landlord and to show the Building to prospective lenders and/or purchasers, and during the last six (6) months of the Term to prospective tenants. Landlord shall use reasonable efforts to not unreasonably interrupt or interfere with the conduct of Tenant's business in exercising its rights of access under this Paragraph 23. Landlord shall have immediate access to the Building in the event Landlord has actual notice of any imminent threat of harm to persons or damage to property within the Building. If Landlord reasonably determines that any repairs are necessary, and such repairs are Tenant's responsibility under this Lease, Tenant shall promptly perform the required repairs. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have no obligation or responsibility or liability for the care, supervision or repair of the Building except as expressly provided in

this Lease. Landlord reserves the right to free access at all times to the roof of the Building.

24. Surrender of Building and Holding Over.

A. On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Building, including all of Tenant's alterations, additions, improvements and fixtures, broom clean and in good order and condition (subject to reasonable wear and tear and damage by the elements) except for such improvements or fixtures which Tenant has the right to remove or is obligated to remove pursuant to Paragraph 13. Any property which Tenant fails to remove from the Building shall be deemed to have been abandoned by Tenant and may be retained by Landlord as its property or removed and disposed of in such manner as Landlord sees fit, and Tenant shall be liable to Landlord for all costs and expenses incurred in connection with any such removal and disposal.

B. In the event Tenant holds over following the termination of this Lease, the tenancy thereafter shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a monthly rate equal to one hundred fifty (150%) percent of the monthly rental for the last lease year (plus all other charges payable by Tenant under this Lease). The foregoing is not intended to limit or waive Landlord's right to damages for such illegal occupancy.

25. Miscellaneous.

A. Authority. Landlord and Tenant each represent to the other party that the person executing this Lease on behalf of such party is duly authorized to execute and deliver this Lease, and that each such party has taken all action necessary to authorize the execution and performance of its respective obligations under this Lease.

B. Delays. Subject to Paragraph 2 above, in the event Landlord or Tenant is delayed or prevented from the performance of any of its obligations under this Lease, by reason of strikes, lockouts, labor troubles, inability to procure materials, labor or material shortages, failure of power, restrictive governmental laws or regulations, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, riots, insurrection, war or other reason not within the reasonable control of Landlord or Tenant, then the performance of such act shall be excused for the period of the delay, and the period for the performance of such act shall be extended for a period equivalent to the delay, provided that the party claiming the delay notifies the other party in writing within five (5) days after the date the delay commences with the reason for the delay. The provisions of this Paragraph 25 shall not operate to excuse Tenant from prompt payment of rent, or any other payments required by the terms of this Lease.

C. **Transfer of Landlord's Interest.** In the event of any transfer or transfers of Landlord's interest in the Building, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

D. **Recording.** Tenant shall not record this Lease, but may record a mutually agreeable memorandum of this Lease..

E. **Liens.** In the event any construction lien(s) shall be filed against the Building and/or Premises or Tenant's leasehold interest as a result of the work undertaken by or on behalf of Tenant, Tenant shall promptly discharge such lien(s) by paying the indebtedness or by filing a bond as provided by statute. In the event Tenant fails to discharge such lien, Landlord shall have the right (but is not obligated) to discharge such lien or to file the statutorily required bond, and Tenant shall pay the cost of discharging such lien or the cost of such bond, whichever is applicable, as additional rent upon the first day that rent shall be next due, or if no rent is due, then within five (5) days following Landlord's request therefor.

F. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the rent or any other amounts due under this Lease shall be deemed to be other than on account of the earliest rent and/or other amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment under this Lease be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of the amount due hereunder or pursue any other remedy.

G. **Waiver.** No default in the payment of rent or any other amount set forth herein, nor the failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's right to terminate or cancel, or otherwise to enforce the provisions hereof. No express waiver by either Landlord or Tenant of any provision, condition or term shall affect any other provision, condition or term, and shall not be deemed to imply or constitute a subsequent waiver of such provision, condition or term. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, whichever is the case, unless in writing by the party whose waiver is sought. It is expressly agreed that time shall be of the essence of this Lease.

H. **Successors.** Subject to Paragraph 14, this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, personal representatives, successors and assigns.

I. **Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Lease shall nonetheless continue in full force and effect without being impaired or

invalidated in any way. In addition, if any provision of this Lease may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.

J. **Entire Agreement.** This Lease and the Exhibits attached set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

K. **Notices.** Any notice, demand, request, consent or other instrument which may be or is required to be given under this Lease shall be in writing and delivered (i) upon three (3) days after deposit with the US Postal Service for delivery by United States registered or certified mail, return receipt requested, bearing adequate postage prepaid, or (ii) the next business day after deposit with an overnight express courier service for next day delivery. All such notices shall be sent to the following addresses:

If To Landlord: 15 Mile Industrial Associates, LLC
Attn: John Secco
18530 Mack Avenue, Suite 232
Grosse Pointe Farms, MI 48236

If To Tenant: Baratta Brothers, Inc,
Fairway Packing Company, Inc,
Attn: Eugene Baratta
1313 Erskine Street, Detroit, MI 48207

Any party to this Lease may at any time change the address for notices to that party by giving notice in this manner.

L. **Environmental Laws.** To Landlord's actual knowledge, the Premises do not contain Hazardous Materials in violation of any Environmental Laws. Tenant, its agents, employees, sublessees or assignees, if any, shall not do, or cause to be done any work or activity, nor discharge, release or dispose of, on, in or under the Building or Premises, any substances or materials which may cause the Building and/or Premises, or any part thereof, to be in violation of any federal, state or local health or safety statute, ordinance, rule, regulation, order or decree relating to the environment or imposing liability or standards concerning or in connection with the presence, storage, use, maintenance and/or removal of asbestos, PCB transformers, oil based products or other hazardous, dangerous or toxic materials, waste or substances (collectively the "Hazardous Materials"), including any common law theories based on nuisance, negligence or strict liability (collectively the "Environmental Laws"). Tenant shall defend, indemnify and hold harmless Landlord from and against any losses, claims, damages, penalties, liabilities, costs (including cleanup costs) and expenses (including reasonable attorneys' fees)

resulting from Tenant's, its agents', employees', sublessees' or assignees' breach or violation of any such Environmental Laws during the Term or for any breach of this Paragraph 25. Tenant represents that Tenant does not and shall not utilize any Hazardous Materials in connection with their current and future intended uses of the Building and Premises except for such Hazardous Materials which are used in compliance with all Environmental Laws. Tenant shall obtain Landlord's written consent prior to Tenant's storing, using, maintaining or removing Hazardous Materials in, on or about the Building and/or Premises, which consent shall not be unreasonably withheld if such Hazardous Materials are necessary for the operation of Tenant's business and are used in compliance with all Environmental Laws. The foregoing indemnity obligations shall survive the termination or expiration of this Lease. Landlord shall be solely responsible for the removal, storage or disposal of all Hazardous Materials generated, produced, handled, stored, transported, disposed of, or released by Landlord, its agents, employees or contractors, in, on, under or about the Premises ("Landlord Hazardous Materials"), in accordance with any Environmental Laws, including, but not limited to, any and all costs, expenses or liabilities related to the removal, storage or disposal of all Landlord Hazardous Materials. Landlord shall indemnify Tenant from all liability, loss or damage (including, reasonable attorney fees) incurred as a result of Landlord's breach of this Paragraph 25. This Paragraph 25 shall survive the termination or expiration of this Lease.

26. **Security Deposit.** Tenant shall, concurrent with the execution of this Lease, deposit with Landlord the sum of Twenty-Six Thousand One Hundred Nine and 63/100 ($26,109.63) Dollars, which shall be retained as a security deposit for the performance of Tenant's obligations under this Lease. If Tenant defaults in the performance of any of its obligations under this Lease, including, but not limited to, the payment of any rent or other sum payable by Tenant under this Lease, Landlord may, but shall not be required to, use or retain all or part of the security deposit for the payment of any such rent of other payment in default or for any other sum which Landlord may expend or be required to expend as a result of Tenant's default, including any damages or remodeling costs incurred by Landlord in reletting the Building or Premises, whether such damages accrue before or after summary proceedings or other re-entry by Landlord. In the event the security deposit is utilized by Landlord, Tenant shall, within thirty (30) days following written request from Landlord, deposit with Landlord such additional funds as are necessary to restore the security deposit to the original amount set forth in this Paragraph 26. Landlord shall not be obligated to keep such security deposit as a separate fund and may commingle such security deposit with Landlord's own funds. If Tenant fully performs its obligations under this Lease, the security deposit or any unused portion, shall be returned to Tenant within seven (7) days following the termination of this Lease. Tenant shall not be entitled to any interest on the security deposit. No mortgagee shall be responsible for the return of any security deposit, unless such mortgagee actually receives the security deposited under this Paragraph 26.

THIS LEASE AGREEMENT was executed on the day and year first above written.

LANDLORD: **15 MILE INDUSTRIAL ASSOCIATES, LLC, a Michigan limited liability company**

By: Allegra Development, LLC, a Michigan limited liability company, Manager

By: _____

John Secco, Manager

TENANT: **BARATTA BROTHERS, INC a/k/a FAIRWAY PACKING COMPANY, INC., a Michigan corporation**

By: _____

Eugene Baratta, President

Exhibit A

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FRASER, MACOMB COUNTY, MICHIGAN. DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 2 NORTH; RANGE 13 EAST; CITY OF FRASER, MACOMB COUNTY, MICHIGAN.
DESCRIBED AS COMMENCING AT THE NORTHEAST 1/4 OF SECTION 32 NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 787.89 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS 269.81 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 17 SECONDS WEST 301.94 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 271.14 FEET; TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST 299.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 81,279.91 SQUARE FEET OR 1.87 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT-OF-WAY OF RECORD.

Exhibit B

Plans and Specifications

EXHIBIT B

Allegra Development LLC

18530 Mack Avenue
Suite 256
Grosse Pointe, MI 48236
Tel. 313-885-5100
Fax 313-885-0382
john@allegradevelopment.com

June 20, 2022

Mr. Eugene Baratta
Baratta Brothers, Inc.
Fairway Packing Company, Inc
1313 Erskine Street
Detroit, MI 48207

Re: 31,385 Square Foot Building

Dear Sir:

Thank you for the opportunity to bid the building of a new 31,385 square foot facility. This revised bid is based on the specifications received from you in May 20, 2022. This proposal is for budget proposes and is subject to change based on final building drawings.

Facility Size:

Office 1st Floor	2,614 SF
Office 2nd Floor	2,785 SF
Shop Area	25,898 SF
Total 1st Floor Space	+/- 31,489 SF

Site

The site is located on the South side of 15 Mile Road, Fraser, Michigan. The site consists of approximately 81,000 Square Feet or 1.86 acres.

Earthwork

A moderately contoured construction area has been cleared, balanced by moving existing material on-site, and then graded to achieve necessary site and building area finish elevations.

Site Utilities

1. Gas Service: Natural gas service has been extended from the existing main and brought into the building.

2. Storm Drainage: Roof water drainage is collected by roof sumps and drained by means of interior PVC drains in the building and out to the storm sewer.

3. Electrical: Overhead 277/480 volt, 600 amp service will be provided.

4. Water: A 1 ½" domestic water service is provided.

A eight inch (8") water line is provided for fire suppression.

5. Sanitary Sewer: A six inch (6") sanitary sewer line is included.

Landscaping

Sod, trees, shrubs and underground automatic sprinkler system are included.

Foundations

Soil-formed reinforced concrete foundations provided to accommodate all building live and dead loads.

Concrete shall be 3,000 psi at 28 days.

Exterior Pavement

Exterior 6" air entrained reinforced concrete over 4" of sand base has been included to accommodate on-site traffic, parking areas, drive aprons and dumpster pad as shown on the Site Drawing.

Concrete floors will be 3,500 psi at 28 days.

All required crack control and expansion joints will be provided.

Parking for 27 vehicles as shown on the Site Drawing.

Included is line painting denoting parking stalls, fire routes and handicapped space(s) only.

Number of Handicapped parking stalls per local building code requirements.

Dumpster enclosure

One 10' x 10' x 6' concrete poured wall Dumpster enclosure.

Interior Concrete

A 6" thick concrete slab with 6 x 6 w1.4 w.w.m. steel reinforcement on 4" minimum well compacted granular fill will be provided throughout the shop area.

The cost to pour concrete around the trench drains shown on the drawings is included in this proposal.

An 8" thick concrete slab with 6 x 6 w1.4 w.w.m. steel reinforcement on grade will be provided throughout the truckwell area.

A 4" thick, concrete slab on 6 mil vapor barrier on 4" minimum well compacted granular fill will be provided throughout the office area.

Concrete floors will be 3,500 psi at 28 days.

All required crack control and expansion joints will be provided.

Exterior Wall System

The exterior perimeter wall system will be a combination of material, including 6" metal panels, decorative masonry and aluminum framed glazing system.

Masonry

The exterior masonry wainscot will be painted concrete masonry units at the shop area.

The exterior masonry is to be insulated with foam insulation. (R-15)

Within certain areas, standard masonry units will be utilized for interior walls to achieve fire or sound separation as may be appropriate.

Structural Steel

Bar joists, columns and metal deck will be provided as required for the structural framing system and will be painted white.

The shop area will have a minimum interior clear height of 24'-0".

Miscellaneous Metals

Miscellaneous metals are to include protective guard posts and miscellaneous framing items.

Roof System

Over the shop and office area, the roof system will be a .060 – mil non-reinforced "white" TPO membrane Roofing System with 5" Polyisocyanurate insulation including manufacturers 20 year warranty.

- Roof ladder from mezzanine included.

Carpentry

Rough carpentry work is anticipated to consist of blocking, nailers and other miscellaneous framing items as might be required.

Toilet area walls will be filled with sound attenuating insulation as per prints.

Millwork items will include plastic laminate windowsills, base cabinets with countertop and wall cabinets in the kitchen area.

Overhead Doors

One (1) 12'x14' overhead doors will be electrically operated and will be a 3" insulated, steel sectional design, which includes an interior liner panel and weather-stripping. At each overhead door there will be four (4), concrete filled bollards on both the inside and outside of the door jambs to protect them from being hit by trucks.

Truckwells

Four (4) Truckwell has been provided for in this proposal. Truckwell includes 6' x 8' 45,000 lb insulated mechanically operated dock levelers. Insulated 3" Dock Doors, Dock shelters, bumpers and floor drain are included.

Hollow Metal and Wood Doors

Hollow metal doors including industrial quality hardware sets have been provided.

Pre-finished, solid-core oak doors with metal frames have been included in the office area.

Glass and Aluminum

Tinted 1" insulated glass set in anodized aluminum framing including an entry area vestibule, glass entry doors and tempered glass inserts where required.

Partitions and Ceiling System

Office area finishes include painted drywall partitions and 2x2 standard fissured white acoustical tiles.

Finished ceiling height to be +/- 9'-0" a.f.f.

Floor Finishes

Floor finishes include the following:

1. Restroom areas (office)	Ceramic tile with ceramic base to 6' a.f.f.
2. Reception/Vestibule area	Ceramic tile with ceramic base
3. Lunchroom	Ceramic tile with ceramic base
4. Office areas	Carpet
5. Shop area	Sealed Concrete

Toilet Partitions and Accessories

To be provided as necessary per code.

Plumbing

A complete plumbing system necessary to meet or exceed typical design requirements for facility of this type is provided.

Fire Protection

The entire facility is to be protected by a dry pipe fire sprinkler system based on a Group II extra Hazard level of protection for the purposes of this preliminary scope of work.

Local municipality water pressure is anticipated to be sufficient to meet or exceed these standards of protection.

Painting

Surfaces to be painted/stained are as the following schedule:

Surface	Prime Coat	Finish Coat
Exposed structural steel vertical columns	1 shop coat (grey)	2 field coats
Shop Ceiling	1 shop coat (off white)	
Metal Siding	pre-finished	pre-finished (white)
Wood Doors	Stained from Factory	
Exposed Miscellaneous Metals	1 shop coat	1 field coats
Hollow Metalwork	1 field coat	2 field coats
Overhead Doors	pre-finished	pre-finished (white)
Exposed Gypsum Board	1 field coat	2 field coats
Concealed Gas Piping	none	none
Masonry (Plant and Offices)	none	block fill paint all plant rooms, both sides

Drywall walls are to have a flat latex finish. Metal is to have a semi-gloss enamel finish.

Heating & Ventilation– Shop Area

No Heating and Ventilation is included in the shop area.

Heating, Ventilating and Air Conditioning – Office Area

The office area will be heated, cooled and ventilated through the use of rooftop package gas-fired units. Preliminary design parameters anticipate equipment necessary to maintain 75°F inside when 92° F outside and 72° F inside when 0° F outside.

Two (2) HVAC units are included in this proposal for the office area.

All thermostats shall be the programmable type, with night set-back controls. All thermostats shall receive locking covers.

Electrical

Complete electrical systems appropriate for each area are based on incoming underground electrical service of 277/480 volt capacity.

600 amp service is included.

An allowance of $52,500 has been included for additional panels and feeders for tenant equipment.

Shop area lighting to ±67 FC is to be accomplished through the use of high bay style LED fixtures.

Office area lighting to ±90 FC is to be accomplished through use of 2'-0" x 4'-0" lay in LED fixtures.

Accessory electrical items such as switches, receptacles, emergency lighting, etc., have been provided.

Exterior lighting is provided by a combination of exterior LED wall packs. Exterior lights are controlled by a photocell in combination with an automatic timer.

Telephone

Telephone board is included for mounting of telephone equipment to be supplied by Tenant.

Exits and Emergency

Provided as required by all County, Township, State, and Federal Codes. This includes all horn and strobes as required by code.

Fire Extinguishers

All fire extinguishers as required by code are included in this proposal.

Elevator

No elevator has been provided for in this proposal.

General Requirements

An allowance of $20,000.00 has been included for builders risk insurance, soil borings, concrete testing, steel testing, engineering permits and building permits.

An allowance of $50,000.00 has been included for architectural and engineering services.

Rental Rate. $9.95 per square foot with annual increases of 3%.

Term. Twelve (12) years commencing May 1, 2023.

Right of First Refusal. Provided Tenant is not in default under any of the terms and conditions of this Lease beyond any applicable notice or cure period, if the Landlord receives an offer ("Offer") from any party to purchase all or any part of the Real Property or any interest therein, which Offer the Landlord intends to accept, the Landlord shall notify Tenant of such Offer and Landlord's intention to accept it, and such notice shall be accompanied by a copy of the complete Offer containing all terms (the "Offer Notice"). Tenant shall have the right to purchase the Real Property or part thereof, or interest therein, on the terms set forth in the Offer, provided that Tenant notifies Landlord thereof (the "Acceptance Notice") within thirty (30) days from and after the date Tenant receives the Offer Notice. If Tenant does not give the Acceptance Notice within such thirty (30) day period as aforesaid, Landlord may then sell the Property or part thereof, or interest therein, on the terms set forth in the Offer; provided that, in the event the transaction set forth in the Offer does not close on the terms set forth therein, then any subsequent Offer shall be subject to the terms and conditions of this paragraph.

Security Deposit

Two (2) months rent due when Lease is signed and is subject to Landlord's satisfaction with Tenant's most recent financial statements.

Options

We have estimated the cost of these additional items to help you in your decision making process. Final cost will be determined once complete architectural drawings are available.

Plumbing. Approximately 198' of stainless steel trench drain, approximately 480' of 4" sanitary grease mains, One 500 gallon solids interceptor, One 1,000 gallon grease interceptor.

+/- $99,150.00

Generator. Budget for a 150 KW Generator with Automatic Transfer Switch.

+/- $70,000.00

Tenant Power. Supply power to refrigeration equipment.

+/- $48,500.00

Exclusions

- Telephone and computer systems.
- Alarm and security systems.
- Office furniture systems.
- Walls and Doors in shop area shown with dotted lines are not included in this proposal.
- There is no heating and cooling in the shop area included in this proposal.

Expenses

Tenant shall be responsible for all expenses and taxes on an absolute triple net basis, including but not limited to real estate taxes, insurance and area maintenance.

Utilities

Tenant shall be responsible for the payment of Tenant's metered utilities, as they become due.

We trust this proposal and scope analysis information is of benefit to you in your consideration of a new site and facility. I look forward to working with you in the future. Should you have any questions or comments, do not hesitate to contact me at 313-407-4300.

Sincerely,

John Secco
Manager

PARCEL 'A' LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 13 EAST; CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHEAST 1/4 OF SECTION 32; NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 787.89 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST 269.81 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 17 SECONDS WEST 301.94 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 271.14 FEET; TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST 293.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 81,279.91 FEET OR 1.87 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT-OF-WAY OF RECORD.

PARCEL 'B' LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 13 EAST; CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHEAST 1/4 OF SECTION 32 NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 787.89 FEET ALONG THE NORTH LINE OF SAID SECTION, THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST 269.81 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST 755.32 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS WEST 208.08 FEET; THENCE NORTH 15 DEGREES 22 MINUTES 31 SECONDS WEST 74.55 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 47 MINUTES WEST 207.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 402.15 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 17 SECONDS EAST 301.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 215,614.10 FEET OR 4.95 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT-OF-WAY OF RECORD.

EXISTING SITE SUMMARY

TOTAL NET SITE AREA:	6.402 ACRES
EXISTING BUILDING AREA:	64,494 S.F.

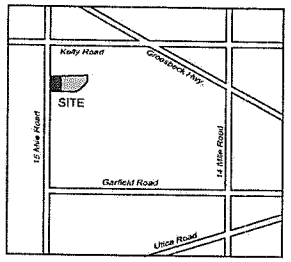
PARKING REQUIRED (1/1500 S.F.) = 63 SPACES (3 ACCESSIBLE REQUIRED)
EXISTING PARKING PROVIDED = 68 SPACES (4 ACCESSIBLE)
PARKG REMOVED FOR NEW BLDG= 3 SPACES
EXISTING PARKING TO REMAIN = 65 SPACES (4 ACCESSIBLE)

PROPOSED BUILDING

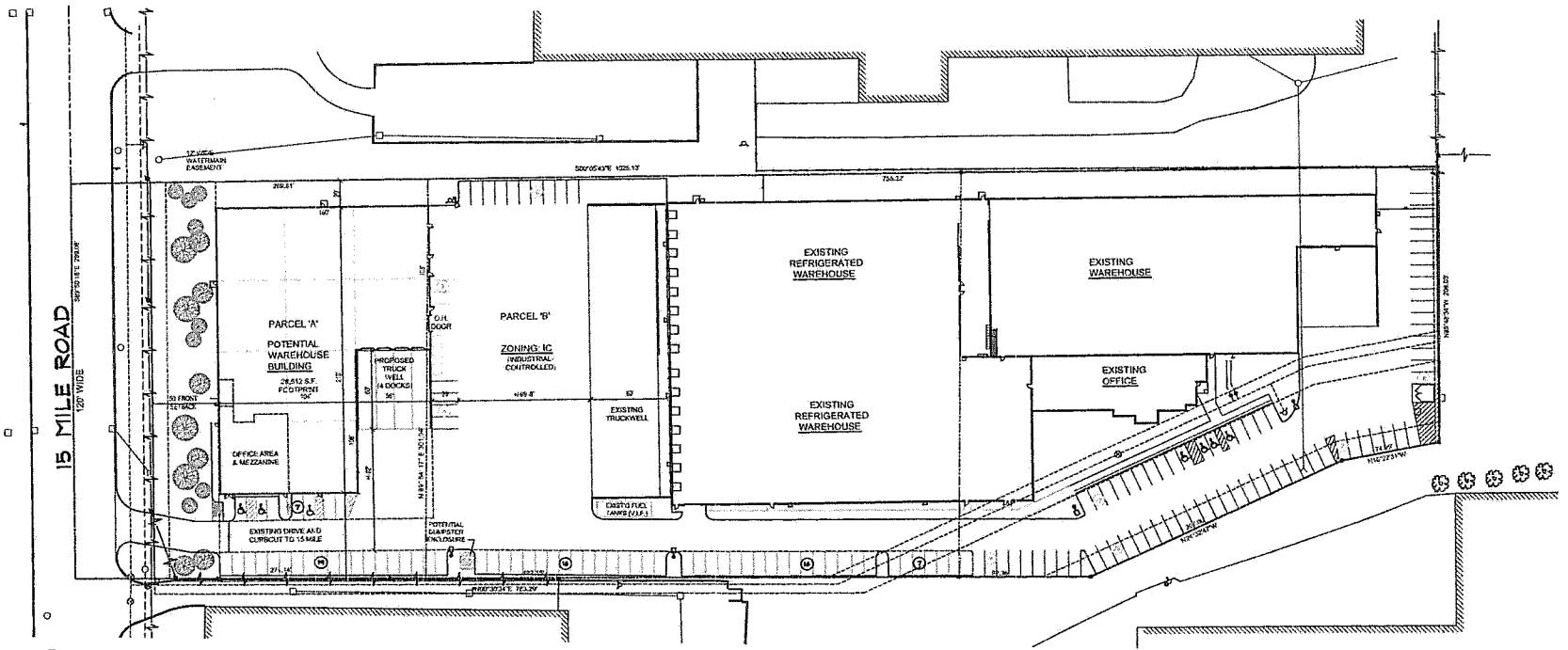
MAIN FLOOR PROCESSING/WAREHOUSE AREA:	25,898 S.F.
MAIN FLOOR OFFICE AREAS:	2,614 S.F.
TOTAL MAIN FLOOR AREA:	28,512 S.F.
MEZZANINE OFFICE AREAS:	2,785 S.F.
MEZZANINE STORAGE AREAS:	192 S.F.
TOTAL MEZZANINE AREA:	2,977 S.F.
TOTAL BUILDING FLOOR AREA:	31,489 S.F.

ADDITIONAL PARKING REQUIRED (1/500 S.F.) = 63 SPACES (3 ACCESSIBLE REQ'D)
TOTAL PARKING REQUIRED (63 EXIST'G+63) = 126 SPACES (6 ACCESSIBLE REQ'D)

ADDITIONAL PARKING PROVIDED = 56 SPACES (3 ACCESSIBLE)
TOTAL PARKING PROVIDED (PER SUMMARY ABOVE) = 151 SPACES (7 ACCESSIBLE)



LOCATION MAP
NO SCALE



ARCHITECTURAL SITE PLAN
SCALE: 1"=40'-0"
(PARTIAL SITE)

GRAPHIC SCALE

* LANDSCAPING, AND FUTURE INDUSTRIAL BUILDING SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO MUNICIPAL SITE PLAN REVIEW AND APPROVAL.

NOT FOR CONSTRUCTION

smith+schurman associates, inc.
architects ▪ planners ▪ interior designers
PO Box 1587 Southgate, MI 48195
Telephone: 248/277-9100

ARCHITECTURAL SITE PLAN

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	05-20-22
REVISED	07-28-22
REVISED	08-09-22

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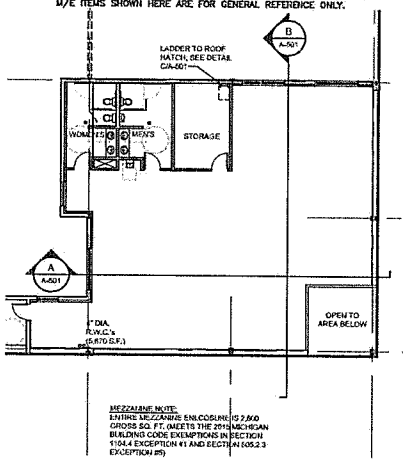
JOB NO: 17-8048
SHEET NUMBER: A-101

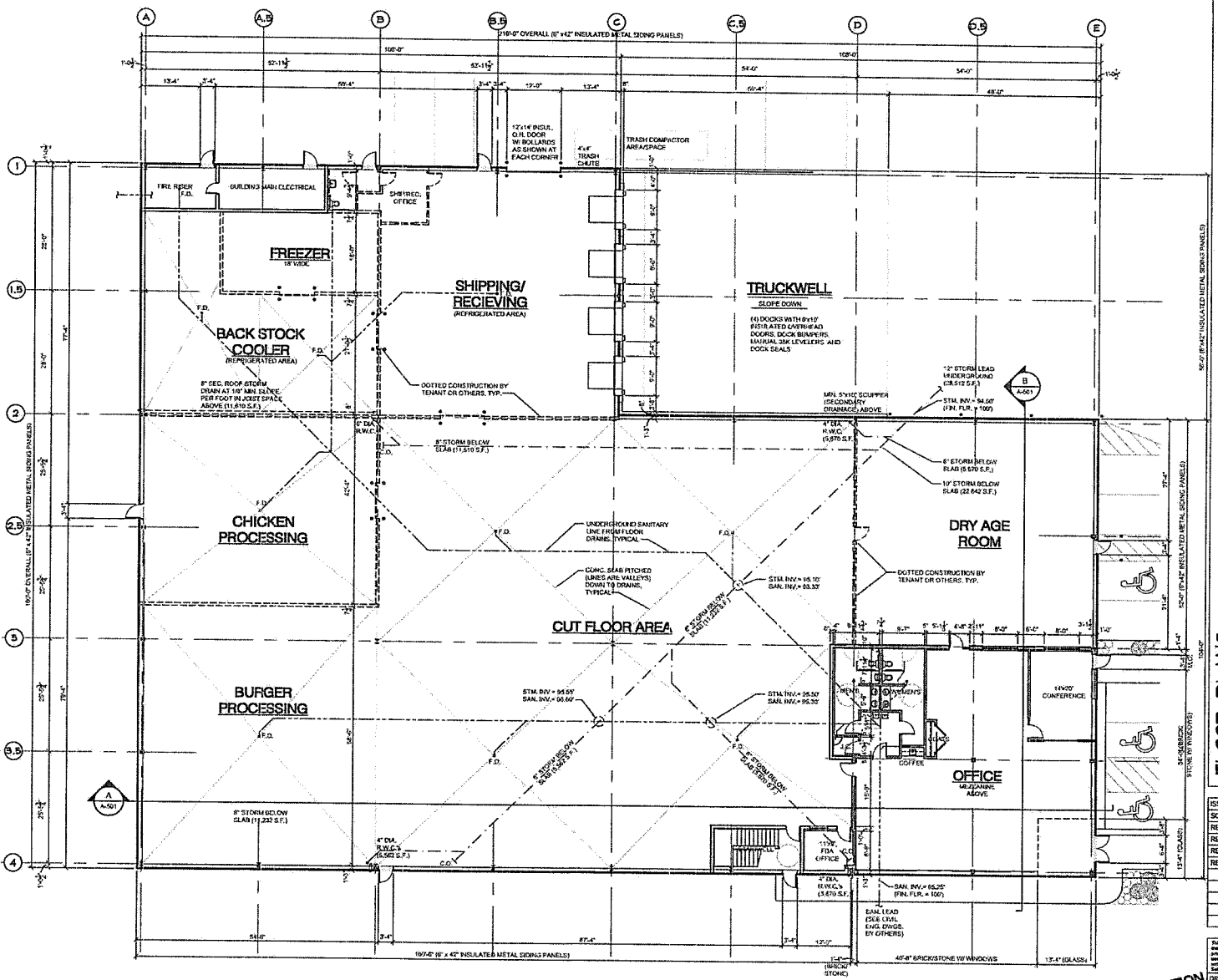
GENERAL NOTES

1. DO NOT SCALE DRAWINGS. USE DIMENSIONS GIVEN OR FIELD VERIFY IF NECESSARY.
2. ONLY DOCUMENTS INDICATED AS "BIDDING" OR "CONSTRUCTION" ARE TO BE USED FOR BIDDING OR CONSTRUCTION.
3. THE REQUIREMENTS OF ICC/ANSI A117.1 AND THE AMERICANS WITH DISABILITIES ACT (ADA) ARE TO BE FULLY SATISFIED. ALL WORK SHALL MEET THE MOST STRINGENT REQUIREMENTS OF BOTH INCLUDING, BUT NOT LIMITED TO, CLEARANCES, LIMITATIONS, ACCESSORIES, ETC. THESE DRAWINGS ARE PREPARED IN ACCORDANCE WITH THE LIMITED SERVICES FOR WHICH THE ARCHITECT WAS CONTRACTED. THE ARCHITECT MAKES NO REPRESENTATION THAT THE INTERPRETATION OF THESE DOCUMENTS WILL RESULT IN COMPLETE COMPLIANCE WITH THE ADA.
4. ALL GLASS SHALL CONFORM TO FS DD-G-451. SAFETY GLASS SHALL CONFORM TO U.S. CONSUMERS PRODUCT SAFETY COMMISSION STANDARD 16 CFR 1201.
5. ALL DOORS REQUIRED TO BE LABELED SHALL BE SET IN LABELED FRAMES AND IDENTIFIED WITH UL LABEL AND PROVIDED WITH APPROVED SELF-CLOSING DEVICES AND POSITIVE LATCHING HARDWARE.
6. CONTRACTOR TO VERIFY MECHANICAL EQUIPMENT UNIT LOADS AND LOCATIONS, IF NOT INDICATED ON PLAN, AND REPORT TO ARCHITECT PRIOR TO ERECTION.
7. ALL DESIGNATED EXIT DOORS SHALL BE EQUIPPED WITH NON-LOCKING AGAINST EGRESS HARDWARE.
8. PLASTIC PIPING, INSULATION AND OTHER COMBUSTIBLE MATERIALS SHALL BE RESTRICTED TO USE WHERE PERMITTED BY CODE AND IN NON-COMBUSTIBLE WALLS AND CEILING SPACES THAT DO NOT CONNECT DIRECTLY TO OCCUPIED ROOMS OR VENTILATING AIR DUCTS OR SPACES. IN ACCORDANCE WITH THE MICHIGAN STATE FIRE MARSHAL REGULATIONS. PROVIDE STEEL PIPING FOR ALL PLASTIC PIPING PASSING THROUGH FIREWALLS. RATED SHAFT WALLS SHALL BE DESIGNATED AS SUCH IN ACCORDANCE WITH 2015 MICHIGAN BUILDING CODE SECTION 703.7.
9. ALL SIGNAGE THAT PROVIDES EMERGENCY INFORMATION OR GENERAL CIRCULATION DIRECTIONS OR SPACE IDENTIFICATION SHALL COMPLY WITH THE MOST STRINGENT OF ANSI A117.1 AND THE AMERICANS WITH DISABILITIES ACT.
10. WHEN REQUIRED, PORTABLE FIRE EXTINGUISHERS SHALL BE FURNISHED BY THE OWNER AND INSTALLED IN ACCORDANCE WITH NFPA 10.
11. ALL FINISH LUMBER SHALL HAVE A MOISTURE CONTENT OF 9% OR LESS.
12. PROVIDE FIRE RETARDANT TREATED (FRT) WOOD BLOCKING WHERE REQUIRED TO SUPPORT ITEMS MOUNTED TO PARTITIONS AND AROUND ALL DOOR OPENINGS, ETC. ALL LUMBER REQUIRED TO BE FIRE TREATED SHALL BEAR THE UL FR-S LABEL.
13. ALL INTERIOR FINISHES SHALL MEET THE FLAME SPREAD AND SMOKE DEVELOPED REQUIREMENTS OF MBC 2015, CHAPTER 8 "INTERIOR FINISHES".
14. ALL INTERIOR METAL STUD PARTITIONS ARE TO BE DESIGNED TO WITHSTAND A UNIFORM LATERAL LOAD OF 5 P.S.F. BRACE WALLS TO THE STRUCTURE AS REQUIRED. SUBMIT SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
15. UNLESS NOTED OTHERWISE, PRODUCTS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. CONTRACTOR TO PROVIDE ALL PRODUCT WARRANTIES AND INFORMATION TO PROPERTY MANAGER UPON COMPLETION OF CONSTRUCTION.
16. ALL MECHANICAL/ELECTRICAL ENGINEERING SHALL BE PERFORMED ON A "DESIGN-BUILD" BASIS BY THE OWNER'S RESPECTIVE CONTRACTORS. ANY M/E ITEMS SHOWN HERE ARE FOR GENERAL REFERENCE ONLY.



MEZZANINE NOTE:
ENTIRE MEZZANINE ENCLOSURE IS 2,860 GROSS SQ. FT. (MEETS THE 2015 MICHIGAN BUILDING CODE EXEMPTIONS IN SECTION 1104.4 EXCEPTION #1 AND SECTION 505.2.3 EXCEPTION #5)

MEZZANINE PLAN
SCALE: 3/32"=1'-0"



IST FLOOR PLAN
SCALE: 3/32"=1'-0"

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Telephone: 248/227-5160

FLOOR PLANS

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	03-08-22
REVISED	05-20-22
REVISED	07-27-22
REVISED	08-10-22

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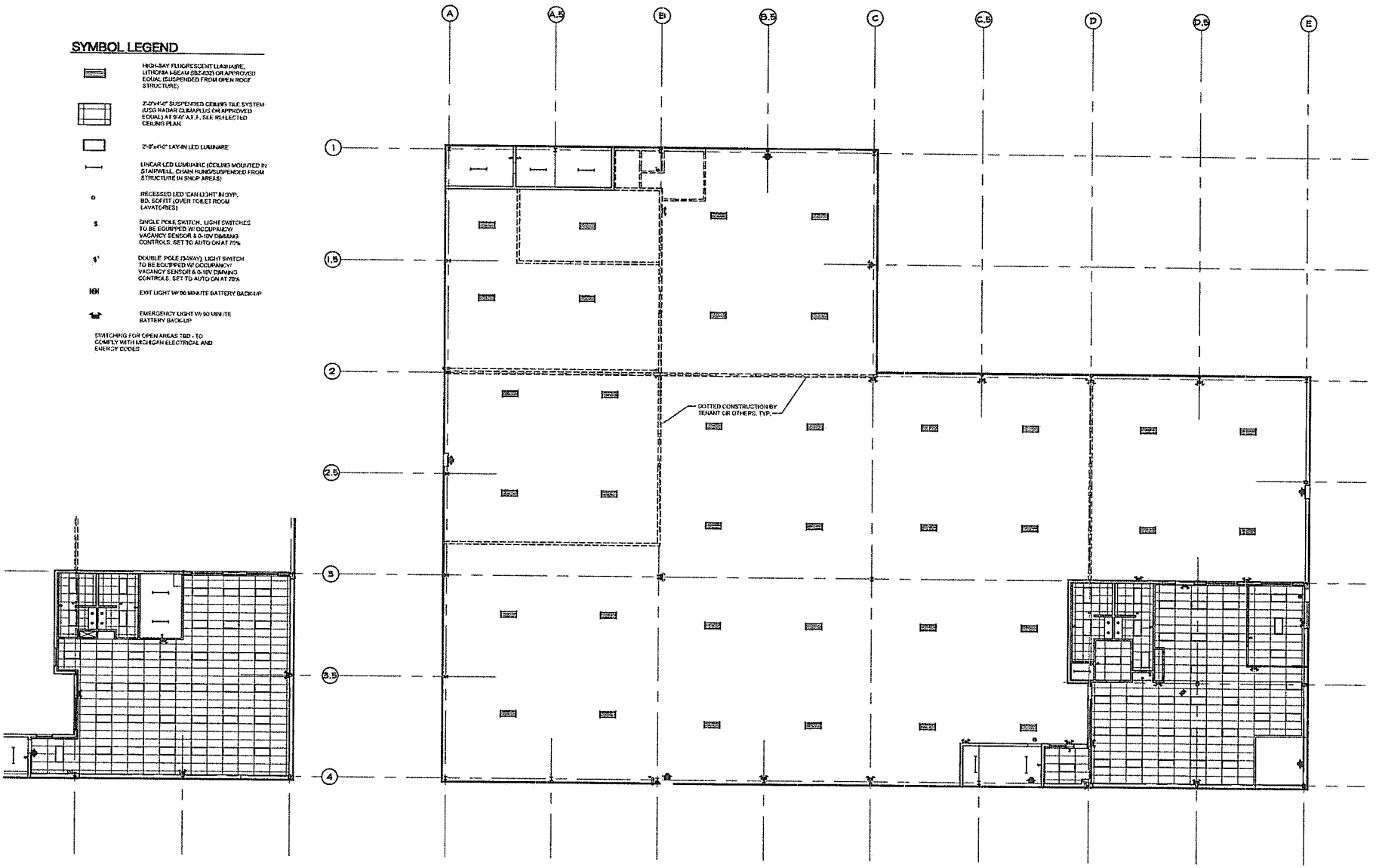
JOB NO: 17-8948
SHEET NUMBER: A-201

SYMBOL LEGEND

- HIGH-BAY FLUORESCENT LUMINAIRE, LITHONIA I-BEAM (IBZ-622) OR APPROVED EQUAL (SUSPENDED FROM OPEN ROOF STRUCTURE)
- 2'-0"x4'-0" SUSPENDED CEILING TILE SYSTEM (USG RADAR CLIMAPLUS OR APPROVED EQUAL) AT 9'-6" A.F.F. SEE REFLECTED CEILING PLAN
- 2'-0"x4'-0" LAY-IN LED LUMINAIRE
- LINEAR LED LUMINAIRE (CEILING MOUNTED IN STAIRWELL, CHAIN HUNG/SUSPENDED FROM STRUCTURE IN SHOP AREAS)
- RECESSED LED "CAN LIGHT" IN GYP. BD. SOFFIT (OVER TOILET ROOM LAVATORIES)
- $ SINGLE POLE SWITCH. LIGHT SWITCHES TO BE EQUIPPED W/ OCCUPANCY/ VACANCY SENSOR & 0-10V DIMMING CONTROLS, SET TO AUTO ON AT 70%
- $3 DOUBLE POLE (3-WAY) LIGHT SWITCH TO BE EQUIPPED W/ OCCUPANCY/ VACANCY SENSOR & 0-10V DIMMING CONTROLS, SET TO AUTO ON AT 70%
- EXIT LIGHT W/ 90 MINUTE BATTERY BACK-UP
- EMERGENCY LIGHT W/ 90 MINUTE BATTERY BACK-UP

SWITCHING FOR OPEN AREAS TBD - TO COMPLY WITH MICHIGAN ELECTRICAL AND ENERGY CODES



MEZZANINE
SCALE: 3/32"=1'-0"

MAIN FLOOR CEILING PLAN
SCALE: 3/32"=1'-0"

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REFLECTED CEILING PLANS

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

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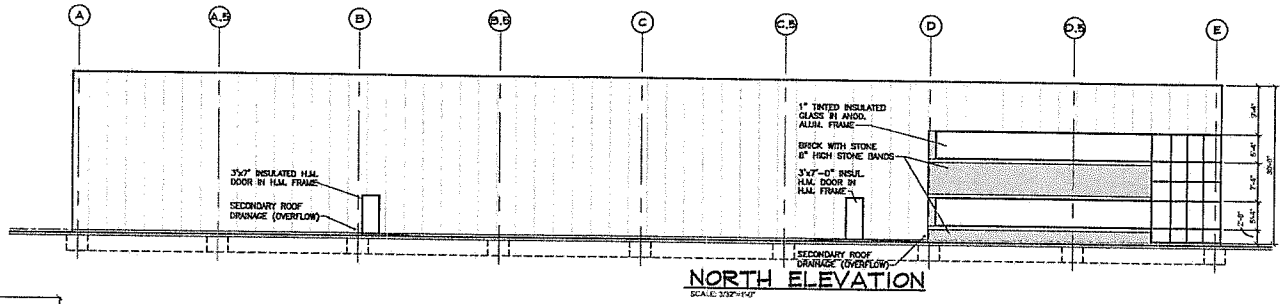
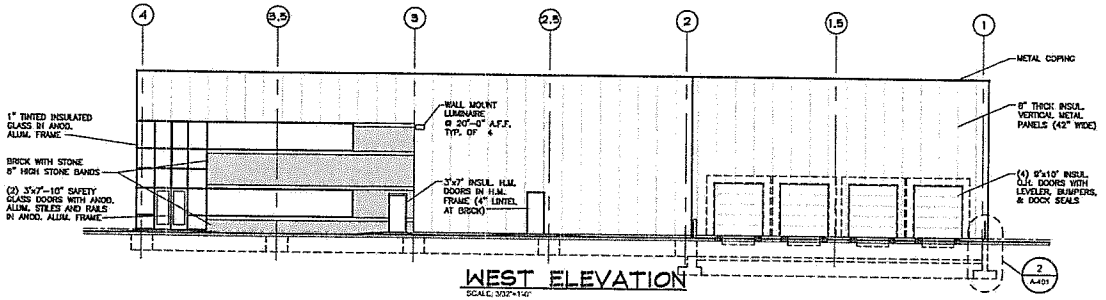


NORTH ELEVATION

SCALE: 3/32"=1'-0"



WEST ELEVATION

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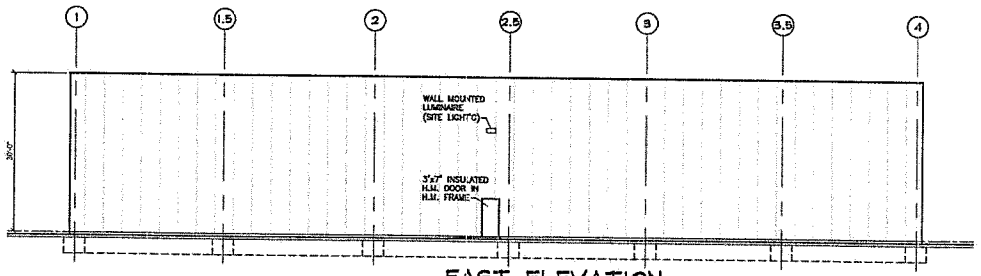
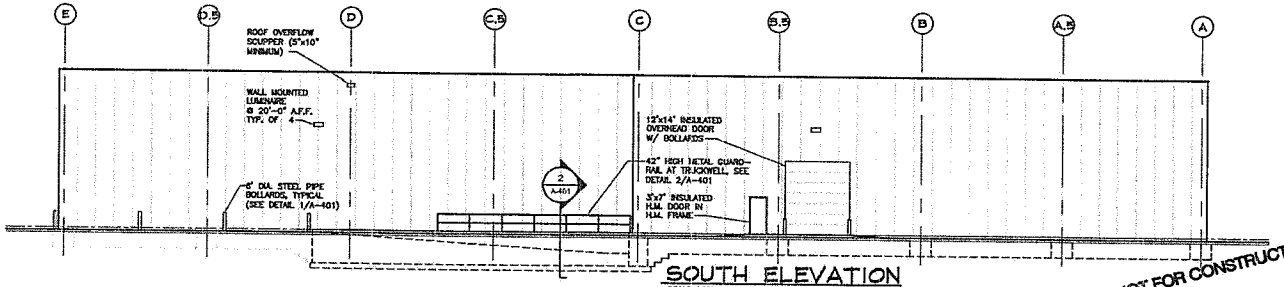


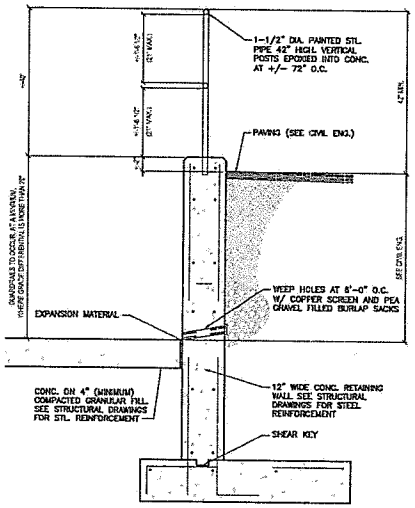
EAST ELEVATION

SCALE: 3/32"=1'-0"



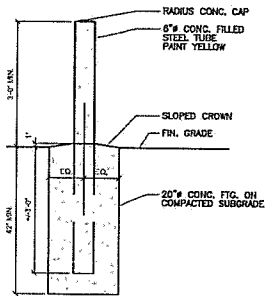
SOUTH ELEVATION

SCALE: 3/32"=1'-0"



2 / A-401 TRUCKWELL GUARDRAIL

SCALE: 3/4" = 1'-0"



1 / A-401 BOLLARDS

SCALE: 3/4" = 1'-0"

NOT FOR CONSTRUCTION

BUILDING ELEVATIONS

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

smith+schuman associates, inc.
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PO Box 1162, Los Angeles, NM 87545
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REVISED	07-27-22
REVISED	08-08-22

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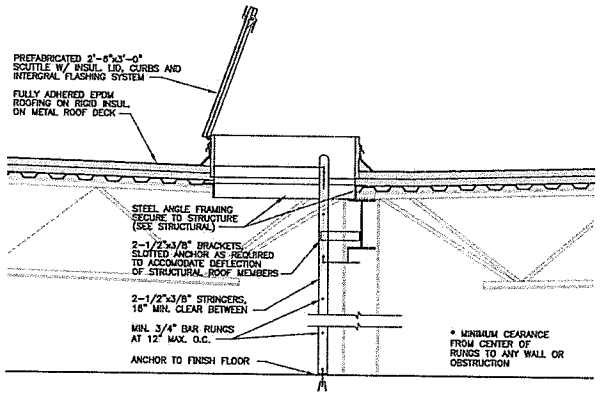
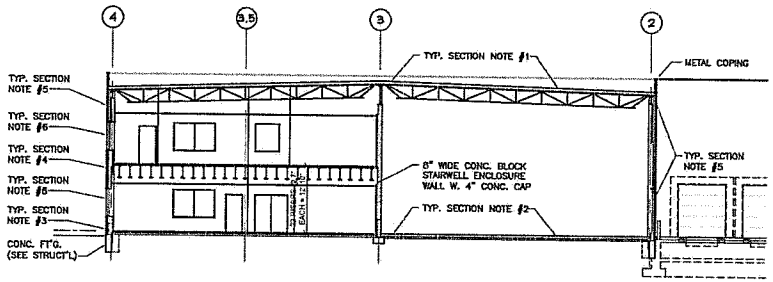
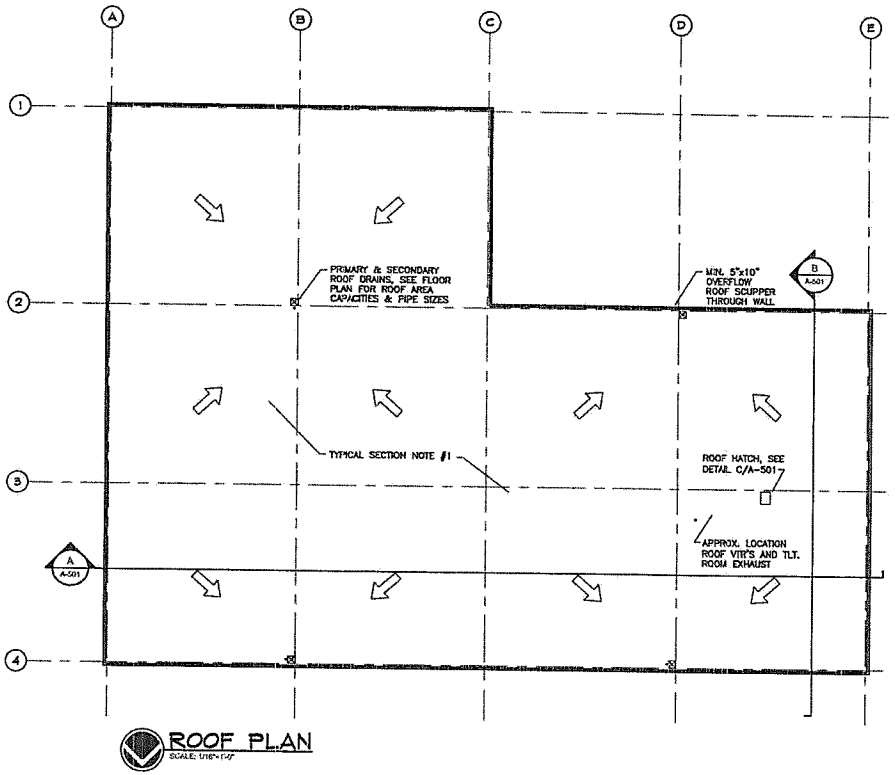
DRAWN BY: JON
CHECKED BY:
JOB NO: 17-8946
SHEET NUMBER: A-401



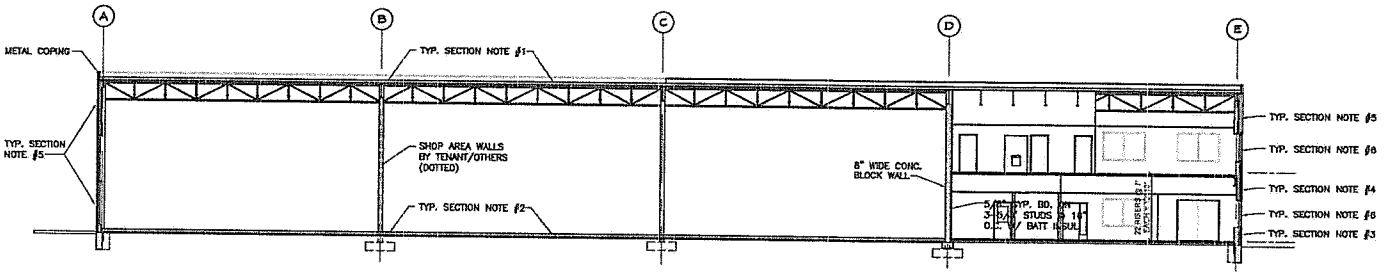
C A-501 ROOF HATCH SECTION
SCALE: 3/4" = 1'-0"



B A-501 BUILDING SECTION
SCALE: 3/32"=1'-0"



ROOF PLAN
SCALE: 1/16"=1'-0"



A A-501 BUILDING SECTION
SCALE: 3/32"=1'-0"

TYPICAL SECTION NOTES

1. FULLY ADHERED EPDM ROOFING ON RIGID INSULATION ON METAL ROOF DECK (SLOPE 1/4" PER FOOT MIN. DOWN TO DRAINS AS INDICATED BY ARROWS)
2. CONC. SLAB (4" THICK IN OFFICE AREAS, 6" THICK IN SHOP SPACES) W/ WWF ON 4" MIN. COMPACTED FILL (SEE STRUCTURAL DRAWINGS)
3. BRICK, AIR SPACE, 1" RIGID INSULATION OVER 8" NOM. CONC. BLOCK WITH HORIZ. REINF. @ 16" O.C. VERTICAL (SEE STRUCT'L FOR ADDITIONAL REINFORCEMENT). INSTALL CONTINUOUS BASE FLASHING WITH WEEP HOLES AT MAX. 32" O.C. AND GROUT SOLID BELOW FLASHING
4. BRICK WITH ADJUSTABLE HOT DIPPED GALV. WIRE TIES @ 16" O.C. EACH WAY OVER, AIR SPACE, MIN. 1" RIGID INSULATION OVER 5/8" FIBERGLASS MAT GYP. BD. SHEATHING ON MTL. CHANNELS (SEE STRUCT'L) & 18 GA. METAL STUD BAFFLE AT 16" O.C. WITH BATT INSULATION BETWEEN.
5. 6" THICK VERTICAL INSULATED METAL BUILDING PANELS (42" WIDE) FASTENED TO GIRTS WITH HANGAR RODS FROM STEEL BEAM (SEE STRUCTURAL)
6. 1" TINTED INSULATED GLASS IN ANOD. ALUM FRAME

NOT FOR CONSTRUCTION

smith+schuman associates, inc.
architects ★ planners ★ interior designers
PO Box 1607, Ann Arbor, MI 48106
Telephone: 248-723-9360

BUILDING SECTIONS & ROOF PLAN

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	03-05-22
REVISED	05-20-22
REVISED	07-27-22
REVISED	08-08-22

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DRAWN BY: JDN
CHECKED BY:
JOB NO: 17-8948
SHEET NUMBER: A-501

PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT DISTRICTS (EXCERPT)
Act 198 of 1974

207.559 Finding and determination in resolution approving application for certificate; valuation requiring separate finding and statement; compliance with certain requirements as condition to approval of application and granting of certificate; demolition, sale, or transfer of obsolete industrial property; certificate applicable to speculative building; procedural information; replacement facility; property owned or operated by casino; "casino" defined; issuance of certificates.

Sec. 9. (1) The legislative body of the local governmental unit, in its resolution approving an application, shall set forth a finding and determination that the granting of the industrial facilities exemption certificate, considered together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of a taxing unit that levies an ad valorem property tax in the local governmental unit in which the facility is located or to be located. If the state equalized valuation of property proposed to be exempt pursuant to an application under consideration, considered together with the aggregate state equalized valuation of property exempt under certificates previously granted and currently in force, exceeds 5% of the state equalized valuation of the local governmental unit, the commission, with the approval of the state treasurer, shall make a separate finding and shall include a statement in the order approving the industrial facilities exemption certificate that exceeding that amount shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of an affected taxing unit.

(2) Except for an application for a speculative building, which is governed by subsection (4), the legislative body of the local governmental unit shall not approve an application and the commission shall not grant an industrial facilities exemption certificate unless the applicant complies with all of the following requirements:

(a) The commencement of the restoration, replacement, or construction of the facility occurred not earlier than 12 months before the filing of the application for the industrial facilities exemption certificate. If the application is not filed within the 12-month period, the application may be filed within the succeeding 12-month period and the industrial facilities exemption certificate shall in this case expire 1 year earlier than it would have expired if the application had been timely filed. This subdivision does not apply for applications filed with the local governmental unit after December 31, 1983.

(b) For applications made after December 31, 1983, the proposed facility shall be located within a plant rehabilitation district or industrial development district that was duly established in a local governmental unit eligible under this act to establish a district and that was established upon a request filed or by the local governmental unit's own initiative taken before the commencement of the restoration, replacement, or construction of the facility.

(c) For applications made after December 31, 1983, the commencement of the restoration, replacement, or construction of the facility occurred not earlier than 6 months before the filing of the application for the industrial facilities exemption certificate.

(d) The application relates to a construction, restoration, or replacement program that when completed constitutes a new or replacement facility within the meaning of this act and that shall be situated within a plant rehabilitation district or industrial development district duly established in a local governmental unit eligible under this act to establish the district.

(e) Completion of the facility is calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to create employment, retain employment, prevent a loss of employment, or produce energy in the community in which the facility is situated.

(f) Completion of the facility does not constitute merely the addition of machinery and equipment for the purpose of increasing productive capacity but rather is primarily for the purpose and will primarily have the effect of restoration, replacement, or updating the technology of obsolete industrial property. An increase in productive capacity, even though significant, is not an impediment to the issuance of an industrial facilities exemption certificate if other criteria in this section and act are met. This subdivision does not apply to a new facility.

(g) The provisions of subdivision (c) do not apply to a new facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in April of 1992 if the application was approved by the local governing body and was denied by the state tax commission in April of 1993.

(h) The provisions of subdivisions (b) and (c) and section 4(3) do not apply to 1 or more of the following:

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(*i*) A facility located in an industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in October 1995 for construction that was commenced in July 1992 in a district that was established by the legislative body of the local governmental unit in July 1994. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16(3).

(*ii*) A facility located in an industrial development district that was established in January 1994 and was owned by a person who filed an application for an industrial facilities exemption certificate in February 1994 if the personal property and real property portions of the application were approved by the legislative body of the local governmental unit and the personal property portion of the application was approved by the state tax commission in December 1994 and the real property portion of the application was denied by the state tax commission in December 1994. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16(3).

(*iii*) A facility located in an industrial development district that was established in December 1995 and was owned by a person who filed an application for an industrial facilities exemptions certificate in November or December 1995 for construction that was commenced in September 1995.

(*iv*) A facility located in an industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in July 2001 for construction that was commenced in February 2001 in a district that was established by the legislative body of the local governmental unit in September 2001. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16. The facility described in this subparagraph shall be taxed under this act as if it was granted an industrial facilities exemption certificate in October 2001, and a corrected tax bill shall be issued by the local tax collecting unit if the local tax collecting unit has possession of the tax roll or by the county treasurer if the county has possession of the tax roll. If granting the industrial facilities exemption certificate under this subparagraph results in an overpayment of the tax, a rebate, including any interest and penalties paid, shall be made to the taxpayer by the local tax collecting unit if the local tax collecting unit has possession of the tax roll or by the county treasurer if the county has possession of the tax roll within 30 days of the date the exemption is granted. The rebate shall be without interest.

(*v*) A facility located in an industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in December 2005 for construction that was commenced in September 2005 in a district that was established by the legislative body of the local governmental unit in December 2005. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16.

(*vi*) A facility located in an existing industrial development district owned by a person who filed or amended an application for an industrial facilities exemption certificate for real property in July 2006 if the application was approved by the legislative body of the local governmental unit in September 2006 but not submitted to the state tax commission until September 2006.

(*vii*) A new facility located in an existing industrial development district owned by a person who filed or amended an application for an industrial facilities exemption certificate for personal property in June 2006 if the application was approved by the legislative body of the local governmental unit in August 2006 but not submitted to the state tax commission until 2007. The effective date of the certificate shall be December 31, 2006.

(*viii*) A new facility located in an industrial development district that was established by the legislative body of the local governmental unit in September of 2007 for construction that was commenced in March 2007 and for which an application for an industrial facilities exemption certificate was filed in September of 2007.

(*ix*) A facility located in an industrial development district that was established by the legislative body of the local governmental unit in August 2007 and was owned by a person who filed an application for an industrial facilities exemption certificate in June 2007 for equipment that was purchased in January 2007.

(*x*) A facility located in an industrial development district that otherwise meets the criteria of this act that has received written approval from the chairperson of the Michigan economic growth authority.

(*xi*) A new facility located in an industrial development district that was established by the legislative body of the local governmental unit in August of 2008 for construction that was commenced in December 2005 and certificate of occupancy issued in September 2006 for which an application for an industrial facilities exemption certificate was filed in August of 2008.

(*xii*) A facility located in an industrial development district owned by a person who filed an application for a certificate for real and personal property in April 2005 if the application was approved by the legislative body of the local governmental unit in July 2005 for construction that was commenced in July 2004.

(*xiii*) A facility located in an industrial development district that was established by the legislative body of

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the local governmental unit in December 2007 for construction that was commenced in September 2007 and a certificate of occupancy issued in September 2008 for which an application for an industrial facilities exemption certificate was approved in May of 2008.

(i) The provisions of subdivision (c) do not apply to any of the following:

(*i*) A new facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in October 1993 if the application was approved by the legislative body of the local governmental unit and the real property portion of the application was denied by the state tax commission in December 1993.

(*ii*) A new facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in September 1993 if the personal property portion of the application was approved by the legislative body of the local governmental unit and the real property portion of the application was denied by the legislative body of the local governmental unit in October 1993 and subsequently approved by the legislative body of the local governmental unit in September 1994.

(*iii*) A facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in August 1993 if the application was approved by the local governmental unit in September 1993 and the application was denied by the state tax commission in December 1993.

(*iv*) A facility located in an existing industrial development district occupied by a person who filed an application for an industrial facilities exemption certificate in June of 1995 if the application was approved by the legislative body of the local governmental unit in October of 1995 for construction that was commenced in November or December of 1994.

(*v*) A facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in June of 1995 if the application was approved by the legislative body of the local governmental unit in July of 1995 and the personal property portion of the application was approved by the state tax commission in November of 1995.

(j) If the facility is locating in a plant rehabilitation district or an industrial development district from another location in this state, the owner of the facility is not delinquent in any of the taxes described in section 10(1)(a) of the Michigan renaissance zone act, 1996 PA 376, MCL 125.2690, or substantially delinquent in any of the taxes described in and as provided under section 10(1)(b) of the Michigan renaissance zone act, 1996 PA 376, MCL 125.2690.

(3) If the replacement facility when completed will not be located on the same premises or contiguous premises as the obsolete industrial property, then the applicant shall make provision for the obsolete industrial property by demolition, sale, or transfer to another person with the effect that the obsolete industrial property shall within a reasonable time again be subject to assessment and taxation under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155, or be used in a manner consistent with the general purposes of this act, subject to approval of the commission.

(4) The legislative body of the local governmental unit shall not approve an application and the commission shall not grant an industrial facilities exemption certificate that applies to a speculative building unless the speculative building is or is to be located in a plant rehabilitation district or industrial development district duly established by a local governmental unit eligible under this act to establish a district; the speculative building was constructed less than 9 years before the filing of the application for the industrial facilities exemption certificate; the speculative building has not been occupied since completion of construction; and the speculative building otherwise qualifies under subsection (2)(e) for an industrial facilities exemption certificate. An industrial facilities exemption certificate granted under this subsection shall expire as provided in section 16(3).

(5) Not later than September 1, 1989, the commission shall provide to all local assessing units the name, address, and telephone number of the person on the commission staff responsible for providing procedural information concerning this act. After October 1, 1989, a local unit of government shall notify each prospective applicant of this information in writing.

(6) Notwithstanding any other provision of this act, if on December 29, 1986 a local governmental unit passed a resolution approving an exemption certificate for 10 years for real and personal property but the commission did not receive the application until 1992 and the application was not made complete until 1995, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 30, 1987 and ends December 30, 1997. The facility described in this subsection shall be taxed under this act as if it was granted an industrial facilities exemption certificate on December 30, 1987.

(7) Notwithstanding any other provision of this act, if a local governmental unit passed a resolution approving an industrial facilities exemption certificate for a new facility on July 8, 1991 but rescinded that resolution and passed a resolution approving an industrial facilities exemption certificate for that same facility

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as a replacement facility on October 21, 1996, the commission shall issue for that property an industrial facilities exemption certificate that begins December 30, 1991 and ends December 2003. The replacement facility described in this subsection shall be taxed under this act as if it was granted an industrial facilities exemption certificate on December 30, 1991.

(8) Property owned or operated by a casino is not industrial property or otherwise eligible for an abatement or reduction of ad valorem property taxes under this act. As used in this subsection, "casino" means a casino or a parking lot, hotel, motel, convention and trade center, or retail store owned or operated by a casino, an affiliate, or an affiliated company, regulated by this state pursuant to the Michigan gaming control and revenue act, 1996 IL 1, MCL 432.201 to 432.226.

(9) Notwithstanding section 16a and any other provision of this act, if a local governmental unit passed a resolution approving an industrial facilities exemption certificate for a new facility on October 28, 1996 for a certificate that expired in December 2003 and the local governmental unit passes a resolution approving the extension of the certificate after December 2003 and before March 1, 2006, the commission shall issue for that property an industrial facilities exemption certificate that begins on December 30, 2005 and ends December 30, 2010 as long as the property continues to qualify under this act.

(10) Notwithstanding any other provision of this act, if the commission issued an industrial facilities exemption certificate for a new facility on December 8, 1998 but revoked that industrial facilities exemption certificate for that same facility effective December 30, 2006 and that new facility is purchased by a buyer on or before November 1, 2007, the commission shall issue for that property an industrial facilities exemption certificate that begins December 31, 1998 and ends December 30, 2010 and shall transfer that industrial facilities exemption certificate to the buyer. The new facility described in this subsection shall be taxed under this act as if it was granted an industrial facilities exemption certificate effective on December 31, 1998.

(11) Notwithstanding any other provision of this act, if the commission issued industrial facilities exemption certificates for new facilities on October 30, 2002, September 9, 2003, and November 30, 2005 but revoked the industrial facilities exemption certificates for the same facilities effective December 30, 2007 and the new facilities continue to qualify under this act, the commission shall issue for the properties industrial facilities exemption certificates which end respectively on December 30, 2008, December 30, 2009, and December 30, 2011.

(12) Notwithstanding any other provision of this act, if in August 2008 a local governmental unit passed a resolution approving an exemption certificate for 12 years for real and personal property but the commission did not receive the application until 2008, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 31, 2006 and ends December 30, 2018. The facility described in this subsection shall be taxed under this act as if it had been granted an industrial facilities exemption certificate on December 31, 2006.

(13) Notwithstanding any other provision of this act, if in September 2011 or October 2011 a local governmental unit passed a resolution approving an exemption certificate for 12 years for personal property but the commission did not receive the application until November 2011 and the commission approved the applications in May 2012, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 31, 2011 and ends December 30, 2023. The facility described in this subsection shall be taxed under this act as if it had been granted an industrial facilities exemption certificate on December 31, 2011.

(14) Notwithstanding any other provision of this act, if on August 23, 2011 a local governmental unit passed a resolution approving an exemption certificate for 12 years for real property and the emergency manager subsequently appointed for that local community issued an order approving the exemption certificate on November 8, 2013 but the commission did not receive the application until November 27, 2013, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 31, 2011 and ends December 30, 2023. The real property component of the facility described in this subsection shall be taxed under this act as if it had been granted an industrial facilities exemption certificate on December 31, 2011.

History: 1974, Act 198, Imd. Eff. July 9, 1974;—Am. 1975, Act 302, Imd. Eff. Dec. 19, 1975;—Am. 1976, Act 224, Imd. Eff. July 30, 1976;—Am. 1982, Act 417, Imd. Eff. Dec. 28, 1982;—Am. 1985, Act 33, Imd. Eff. June 13, 1985;—Am. 1989, Act 119, Imd. Eff. June 28, 1989;—Am. 1990, Act 338, Imd. Eff. Dec. 21, 1990;—Am. 1991, Act 201, Imd. Eff. Jan. 3, 1992;—Am. 1994, Act 76, Imd. Eff. Apr. 11, 1994;—Am. 1994, Act 266, Imd. Eff. July 6, 1994;—Am. 1994, Act 379, Imd. Eff. Dec. 27, 1994;—Am. 1995, Act 218, Imd. Eff. Dec. 1, 1995;—Am. 1996, Act 1, Imd. Eff. Jan. 30, 1996;—Am. 1996, Act 513, Imd. Eff. Jan. 13, 1997;—Am. 1999, Act 140, Imd. Eff. Oct. 18, 1999;—Am. 2005, Act 251, Imd. Eff. Dec. 1, 2005;—Am. 2006, Act 22, Imd. Eff. Feb. 14, 2006;—Am. 2006, Act 436, Imd. Eff. Oct. 5, 2006;—Am. 2007, Act 146, Imd. Eff. Dec. 10, 2007;—Am. 2008, Act 170, Imd. Eff. July 2, 2008;—Am. 2008, Act 515, Imd. Eff. Jan. 13, 2009;—Am. 2008, Act 516, Imd. Eff. Jan. 13, 2009;—Am. 2012, Act 490, Imd. Eff. Dec. 28, 2012;—Am. 2014, Act 513, Imd. Eff. Jan. 14, 2015.

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Compiler's note: Section 2 of Act 119 of 1989 provides:
"Section 2. This amendatory act shall take effect beginning with taxes levied under this act in 1989."

Popular name: Act 198

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City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2024

Macomb County Treasurer
1 South Main
Mt. Clemens, MI 48043

Dear Taxing Agency:

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et. seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. on Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing a request from the following company for an Industrial Facilities Exemption for real property in the City of Fraser Industrial Development District No. 1:

Baratta Brothers, Inc.
DBA Fairway Packing Company
18300 15 Mile Road
Fraser, Michigan 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time.

Respectfully,

Cindi Greenia
City Clerk

CC: Baratta Brothers, Inc.
Certified Mail #:7017 0660 0000 2474 2745
clg/

Macomb County Treasurer

SENDER: COMPLETE THIS SECTION

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Mt Clemens MI 48043

9590 9402 2994 7094 4672 61

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X ☐ Agent ☐ Addressee

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Macomb County Mail Services

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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2024

Macomb Intermediate School District
44001 Garfield Road #1100
Clinton Twp., MI 48038

Dear Taxing Agency:

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et. seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. on Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

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Respectfully,

Cindi Greenia
City Clerk

CC: Baratta Brothers, Inc.
Certified Mail #:7017 0660 0000 2474 2738
clg/

Macomb Intermediate School District

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44001 Garfield
Clinton Twp. MI
48043

9590 9402 2994 7094 4672 78

2. Article Number *(Transfer from service label)*

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B. Received by *(Printed Name)* EK

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3. Service Type

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City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
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Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2024

Fraser School Board
33466 Garfield Road
Fraser, MI 48026

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Pursuant to 1974 PA 198, MCLA Sec. 207.551 et. seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. on Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

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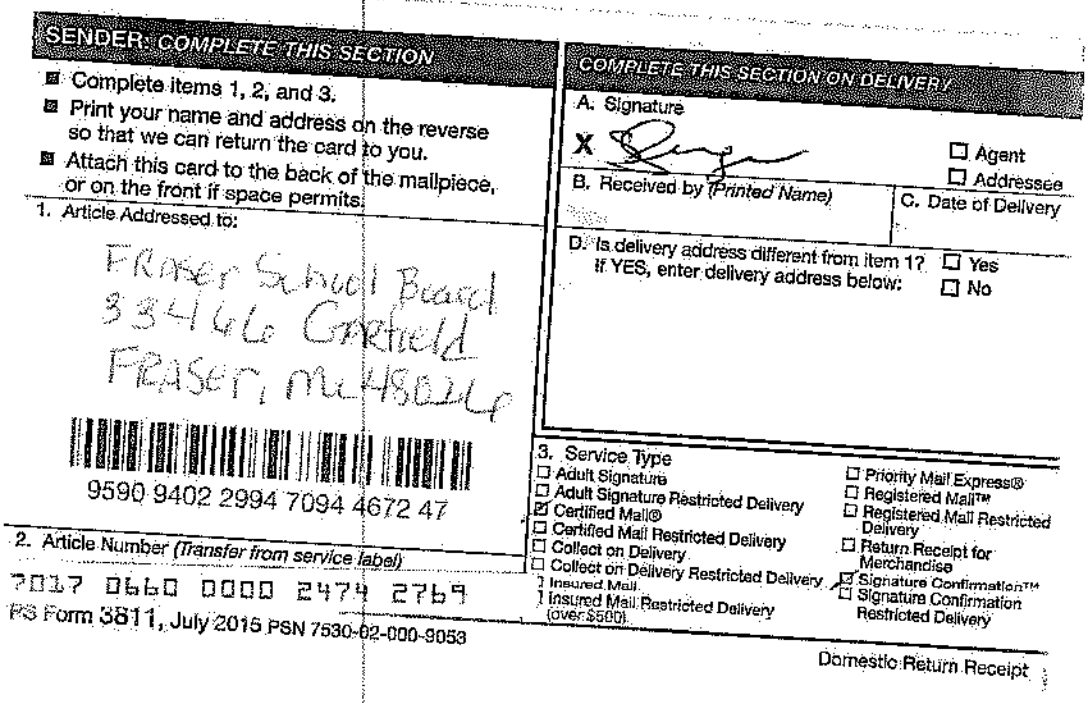
Respectfully,

Cindi Greenia
City Clerk

CC: Baratta Brothers, Inc.
Certified Mail #:7017 0660 0000 2474 2769
clg/

Fraser Public Schools



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1. Article Addressed to:

Fraser School Board
33466 Garfield
Fraser, MI 48026

9590 9402 2994 7094 4672 47

2. Article Number (Transfer from service label)

7017 0660 0000 2474 2769

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature

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☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☑ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2024

Macomb County Community College
14500 Twelve Mile Road
Warren, MI 48093

Dear Taxing Agency:

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et. seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. on Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing a request from the following company for an Industrial Facilities Exemption for real property in the City of Fraser Industrial Development District No. 1:

Baratta Brothers, Inc.
DBA Fairway Packing Company
18300 15 Mile Road
Fraser, Michigan 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time.

Respectfully,

Cindi Greenia
City Clerk

CC: Baratta Brothers, Inc.
Certified Mail #:7017 0660 0000 2474 2752
clg/

Macomb County Community College

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Macomb County Comm College
14500 Twelve Mile
Warren, MI 48093

9590 9402 2994 7094 4672 54

2. Article Number (Transfer from service label)

7017 0660 0000 2474 2752

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☑ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery 1/17/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☑ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
00)

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2024

Fraser Public Library
15260 15 Mile Road
Fraser, MI 48026

Dear Taxing Agency:

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et. seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. on Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing a request from the following company for an Industrial Facilities Exemption for real property in the City of Fraser Industrial Development District No. 1:

Baratta Brothers, Inc.
DBA Fairway Packing Company
18300 15 Mile Road
Fraser, Michigan 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time.

Respectfully,

Cindi Greenia
City Clerk

CC: Baratta Brothers, Inc.
Certified Mail #:7017 0660 0000 2474 2776
clg/

RESOLUTION NO. 2024-01

RESOLUTION APPROVING APPLICATION OF BARATTA BROTHERS, INC. dba FAIRWAY PACKING FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR A NEW FACILITY

WHEREAS, pursuant to P.A. 198 of 1974, MCL 207.551 et seq., after a duly noticed public hearing held on June 16, 1977, the City of Fraser City Council by resolution established Industrial Development District 1; and

WHEREAS, Baratta Brothers, Inc dba Fairway Packing Company has filed an application for an Industrial Facilities Exemption with respect to a new facility (manufacturing)to be built within Industrial Development District 1; and

WHEREAS, before acting on said application the City of Fraser held a hearing on February 8, 2024, at 6:30 p.m. in accordance with the Open Meetings Act, at which hearing the applicant, the Assessor, and a representative of the effected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before December 15, 2023, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Fraser; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Fraser, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the City, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fraser that:

1. The City of Fraser City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 shall not have the effect of substantially impeding the operation of the City of Fraser, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Fraser.

2. The application from Baratta Brothers dba Fairway Packing for an Industrial Facilities Exemption Certificate, with respect to its investment of $2,210,420.00 at the following described parcel of real property situated within the Industrial Development District is hereby approved:

03-11-32-226-018

18050 15 Mile Road, Fraser, MI 48026

T2N, R13E, SEC 32; COMM AT THE NE COR SEC 32; TH N89*50’16” W 787.89 FT TO POB; TH S00*05’43”E 291.00 FT; TH NO 89*50’16” W 302.15 FT; TH N00*30’34”E 291.00 FT; TH S89*50’16”3 299.08 FT TO POB 2.00 AC

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of twelve (12) years.

4. The City of Fraser City Manager is authorized to execute the IFT Letter of Agreement, the Industrial Facilities Exemption Application Affidavit of Fees, and any other documentation necessary to affect the intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____ and by the following roll call vote, to wit:

Baranski
Lesich
O’Dell
Perry
Schornak
Stein
Sutherland
AYE:
NO:
ABSENT:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Fraser, County of Macomb, Michigan, at a regular meeting held on February 8, 2024.

_____
CINDI GREENIA, CITY CLERK

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

January 12, 2023

Fraser School Board
33466 Garfield Road
Fraser, MI 48026

Dear Taxing Agency:

Pursuant to 1974 PA 198, MCLA Sec. 207.551 et seq., notice is hereby given that a Public Hearing will be conducted at 6:30 p.m. Thursday, February 8, 2024, in the City of Fraser Council Chambers, located at 33000 Garfield Road, City of Fraser, County of Macomb, State of Michigan.

Said Public Hearing will be held for the purpose of reviewing an application by the following company for a facilities exemption certificate for Real Property in the City of Fraser Industrial Development District No. 1:

Baretta Brothers, Inc.
dba Fairway Packing Company
Fraser, MI 48026

Please note that the applicant or a duly appointed company representative MUST be present at this meeting in order to be given consideration by the City Council for approval of this application. The request will not be approved in the event of the petitioner's absence.

Questions and comments from the general public will be accepted at this appointed date and time. Any person who wishes to comment but cannot be present for the meeting may send their comments via regular mail to

City Clerk Greenia
33000 Garfield
Fraser, MI 48026
or email at cityclerk@micityoffraser.com

Respectfully Submitted,

Cindi Greenia, Clerk
City of Fraser

RECEIVED
DEC 15 2023
CITY OF FRASER
FINANCE DEPT.

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk: Cynthia L Greene	▸ Date Received by Local Unit: 12-15-23
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility) Baratta Brothers, Inc. dba Fairway Packing Company	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 2011	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 18300 15 Mile Road	▸ 1d. City/Township/Village (indicate which) Fraser	▸ 1e. County Macomb
▸ 2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment	▸ 3a. School District where facility is located Fraser Public Schools	▸ 3b. School Code 50100
	4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Company is building a new manufacturing facility that will be 31,489 sq ft in size, will create 100 new fulltime jobs and retain 45 current employees. The facility will be used for grinding, cutting and packaging land based proteins. Customization, portioning and packaging of orders for the end users will all take place at this facility.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ $2,210,420.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ $2,210,420.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)		
Real Property Improvements ▸	06/20/2023	06/20/2025	☐ Owned	☒ Leased
Personal Property Improvements ▸	11/20/2023	11/20/2025	☒ Owned	☐ Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project. 45	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion. 100

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) .....
b. TV of Personal Property (excluding inventory) .....
c. Total TV .....

▸ 12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit) 06/16/1977	▸ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Amanda Ferrin	(313) 832-2710	(313) 832-1649	amanda@fairwaypacking.
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Amanda Ferrin	(313) 832-2710	(313) 832-1649	amanda@fairwaypacking.
▶ 15a. Name of Company Officer (No Authorized Agents)			
Eugene C. Baratta			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
		(313) 832-1649	12/15/23
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
1313 Erskine, PO Box 07097, Detroit MI 48207		(313) 832-2710	genebaratta@att.net

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit

Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:

Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT DISTRICTS (EXCERPT)
Act 198 of 1974

207.556 Application for industrial facilities exemption certificate; approval or disapproval; appeal; exception from eligible manufacturing personal property.

Sec. 6. (1) The legislative body of the local governmental unit, not more than 60 days after receipt by its clerk of the application, shall by resolution either approve or disapprove the application for an industrial facilities exemption certificate in accordance with section 9 and the other provisions of this act. If disapproved, the reasons shall be set forth in writing in the resolution. If approved, the clerk shall forward the application to the commission within 60 days of approval or before October 31 of that year, whichever is first, or as otherwise provided in section 7 in order to receive the industrial facilities exemption certificate effective for the following year. If disapproved, the clerk shall return the application to the applicant. The applicant may appeal the disapproval to the commission within 10 days after the date of the disapproval.

(2) A new industrial facilities exemption certificate shall not be approved and issued under this act after December 30, 2021 for any personal property that qualifies as eligible manufacturing personal property as defined under section 9m of the general property tax act, 1893 PA 206, MCL 211.9m.

History: 1974, Act 198, Imd. Eff. July 9, 1974;—Am. 1996, Act 323, Imd. Eff. June 26, 1996;—Am. 2013, Act 85, Imd. Eff. June 28, 2013;—Am. 2021, Act 157, Imd. Eff. Dec. 27, 2021.

Popular name: Act 198

© *Courtesy of www.legislature.mi.gov*

Fairway Packing Company
Statement Attached To And Made Part Of
Form 1012
Application For Industrial Facilities Exemption Certificate

-AFFIDAVIT-
DATE OF PROJECT COMMENCEMENT

I, Eugene Baratta, CEO of Fairway packing Company, do hereby certify that the commencement of the installation of the real property described in this application occurred on 6/20/2023.

E Baratta 12/15/23
SIGNATURE DATE

CEO
TITLE

City of Fraser — Building — Permit No: PB23-010

Building and Engineering Department 33000 Garfield Fraser, MI 48026
Phone: (586) 293-3100 Hours: Monday-Friday 8 am-4:30 pm

3 FULL WORKING DAYS BEFORE YOU DIG CALL MISS DIG--1-800-482-7171- ALL UNDERGROUND WORK

18300 15 MILE RD **LOCATION** 03-11-32-226-016	15 MILE INDUSTRIAL PROPER Owner 18530 MACK AVENUE BOX #232 GROSSE POINTE MI 48236 PH#
Issued: **06/20/23** Expire Date: **12/17/23** Estimated Cost: 950,000 PLEASE CALL (586) 293-3100 Option 2 FOR AN INSPECTION 24 HOURS IN ADVANCE	Contractor PH# State License #

Work Description: New Industrial Building for Fairway Packing.

Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
Application Fee	Miscellaneous	1.00	$30.00
PLAN REVIEW	PLAN REVIEW IN HOUSE	1.00	$6,830.00
PLAN REVIEW	PLAN REVIEW IN HOUSE	1.00	$1,366.00

Balance Due: $0.00

Building Department Official/Clerk

Fee Total: **$8,226.00**

I agree this permit is only for the work described, and does not grant permission for additional or related work which requires separate permits. I understand that this permit will expire, and become null and void if work is not started within 180 days, or if work is suspended or abandoned for a period of 180 days at any time after v has commenced; and, that I am responsible for assuring all required inspections are requested in conformance with the applicable code.
I hereby certify that the proposed work is authorized by the owner, and that I am authorized by the owner to make this application as his authorized agent. I agree to conform to all applicable laws of the State of Michigan and the local jurisdiction. All information on the permit application is accurate to the best of my knowledge.

Payment of permit fee constitutes acceptance of the above terms.

POST THIS PERMIT SO IT IS VISIBLE FROM THE STREET

Inspection Record

1. 3.
2. 4.

APPLICANT SIGNATURE

Transaction Number

PAYMENT VALIDATION

INDUSTRIAL FACILITIES EXEMPTION APPLICATION
AFFIDAVIT OF FEES

In accordance with State Tax Commission Bulletin No. 3 dated January 1998, the Local Unit and Applicant for Industrial Facilities Exemption Certificate do hereby swear and affirm that no payment of any kind, whether they be referred to as "fees," "payments in lieu of taxes," "donations," or by other like terms, such payments are contrary to the legislative intent of Act 198 that exemption certificates have the effect of abating all ad valorem property taxes levied by taxing units with the unit of local government which approves the certificate.

We do swear and affirm by our signatures below that "no payment of any kind in excess of the fee allowed, as amended by Public Act 323 of 1996, has been made or promised in exchange for favorable consideration of an exemption certificate application."

City/Township/Village of: Fraser

Signed: _____

Print Name: _____

Title: _____

Dated: _____

Applicant: Fairway Packing Company

Signed: E C Garatta

Print Name: Eugene C Garatta

Title: CEO

Dated: 12/14/23

Fairway Packing Company

LEGAL DESCRIPTION

18300 15 Mile Road
Fraser, MI 48026

Industrial Facilities Tax Exemption Application

Parcel Identification Number: 11-32-226-018

Legal Description:

T2N, R13E, SEC 32; COMM AT NE COR SEC 32; TH N89*50'16"W 787.89 FT TO POB; TH S00*05'43"E 291.00 FT; TH N89*50'16"W 302.15 FT; TH N00*30'34"E 291.00 FT; TH S89*50'16"E 299.08 FT TO POB 2.00 AC

Parcel Explorer v.1.3 Macomb County GIS

Parcel Explorer v.1.3 Macomb County GIS

R E S O L U T I O N

DESIGNATED AS THE CITY OF FRASER INDUSTRIAL DEVELOPMENT DISTRICT NO. 1

Minutes of a Regular Meeting of the Council of the City of Fraser, Michigan held on June 16, 1977, at 8:00 p.m., Eastern Standard Time at the City of Fraser Municipal Building in the Fraser Municipal Building, located at 33000 Garfield Road, Fraser, Michigan.

PRESENT: Mayor James J. Pompo, Councilmen Bassett, Clarkson, Lange, Rickard, and Schornak

ABSENT: Councilman Henderson

The following resolution was offered by Councilman Bassett and supported by Councilman Schornak:

WHEREAS, the City Council has met in Public Hearing as heretofore resolved and noticed for the purpose of reviewing the request of the City Assessor that a certain described area in the City of Fraser be established as an Industrial Development District of the City of Fraser.

WHEREAS, during said Public Hearing the City Council has heard all persons desiring to be heard, either orally or in writing, with respect to the designation of the subject area as an Industrial Development District, pursuant to 1974 PA 198, MCLA, Sec. 207.551, et seq.;

WHEREAS, such application and designation meet all of the prerequisites of the cited Act;

NOW, THEREFORE, BE IT RESOLVED, that the following described property be designated City of Fraser Industrial Development District No. 1:

(SEE ATTACHED)

AYES: Mayor James J. Pompo, Councilmen Bassett, Clarkson, Lange, Rickard, and Schornak

NAYS: None

ABSENT: Councilman Henderson

RESOLUTION DECLARED ADOPTED.

Parcel #1 Villa Sub., Lots 1 - 8

Parcel #2 Fraser Industrial Sub. Lots 1 - 215

Parcel #3 T2N,R13E Sec 32 That part of SE 1/4 of NE 1/4 & that part of NE G.T.R.R. R/W exc the S 5 acres. City of Fraser 37.01 A

Parcel #4 T2N, R13E Sec 32 Comm at center post Sec 32; th S87°18'E 625 Ft to pt of beg; th N15°20"E 749.64 ft. th S87°18'W 300 ft; th NO° 15'20"E 343.06 FT; TH S87°18'E 199.39 FT: TH N78°01'06"E 33.68 FT; TH E TO 1/8 LINE; TH S TO A PT WHICH IS S87°18'E 1350.69 FT FROM SAID CENTER POST; TH N87°18'W 675.69 FT TO PT OF BEG. CITY OF FRASER 14.721 ACRES

Parcel #5 T2N, R13E SEC 32 COMM AT N 1/4 POST SEC 32; TH N89°32'58"W 1133.51 FT TO PT OF BEG; TH SO°27'02"W 334.0 FT; TH S89°32'58"E 3.27 FT; TH SO°06'36"E 25.95 FT ALG CEN SWEENEY DRAIN; TH N89°35'38"W 218.0 FT; TH NO°06'36"E 36014FT: TH S89°32'58"E 218.0 FT TO PT OF BEG. CITY OF FRASER 1.8A

Parcel #6 T2N. R13E SEC 32 BEG AT N /14 POST SEC 32; TH S 0°07'30"E 334.0 FT; TH N89°32'58"W 260.0 FT:TH NO°27'02"E 334.0 FT: TH S89°32'58"E 257.0 FT TO PT BEG; BLDG. "B" CITY OF FRASER. 1.97 A

Parcel #7 T2N,R13E SEC 32 BEG AT A PT ON THE N/S 1/4 LINE OF SEC 32, DISTANT S 0° 15'20"W 2272.17 FT FROM THE N 1/4 CORNER OF SAID SEC: TH S 0°15'20"W 757.15 FT; TH S 87°18'E 675.0 FT; TH NO°15'20"E 653.93 FT, TH N89°44'40"W 302.19 FT; TH S 64°20'32"W 77.82 FT; TH N89° 44'40"W 302.19 FT TO PT OF BEG. CITY OF FRASER. 6.95 ACRES

Parcel #8 T2N,R13E SEC 32 THAT PART OF W 1/2 OF SE 1/4 W OF G.F.R.R. R/W CITY OF FRASER 66 ACRES

Parcel #9 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32: TH N89°32'58"W 692.0 FT TO PT OF BEG: TH SO°27'02W 334.0 FT; TH N89°32'58"W 441.51 FT: TH NO°27'02"E 334.0 FT: TH S89°32'58"E 441.51 FT TO PT OF BEG. BLDG "A" 3.385 A CITY OF FRASER

Parcel #10 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32, TH N89°10'23"W 257.0 FT TO PT BEG: TH SO°49'39"W 334.0 FT: TH N89°10'23"W 375.0 FT: TH NO°49'37"E 334.0 FT TH S89°10'23"E 375.0 FT ALG N LINE SEC 32. OF, FIFTEEN MILE RD TO PT BEG. 2.375 A CITY OF FRASER

Parcel #11 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32: TH S89°49'23"E 748.32 FT TO PT OF BEG: TH S89°49'23"E 295.0 FT TH SO8°49'23"E 303.74 FT TH N89°49'23"W 332.51 FT: TH NO°10'37"E 300.0 FT TO PT OF BEG. CITY OF FRASER 213 A

Parcel #12 T2N,R13E SEC 32 THE S 5 ACRES OF THAT PART OF NE /14 OF SE 1/4 W OF G.T.R.R. R/W CITY OF FRASER 5A

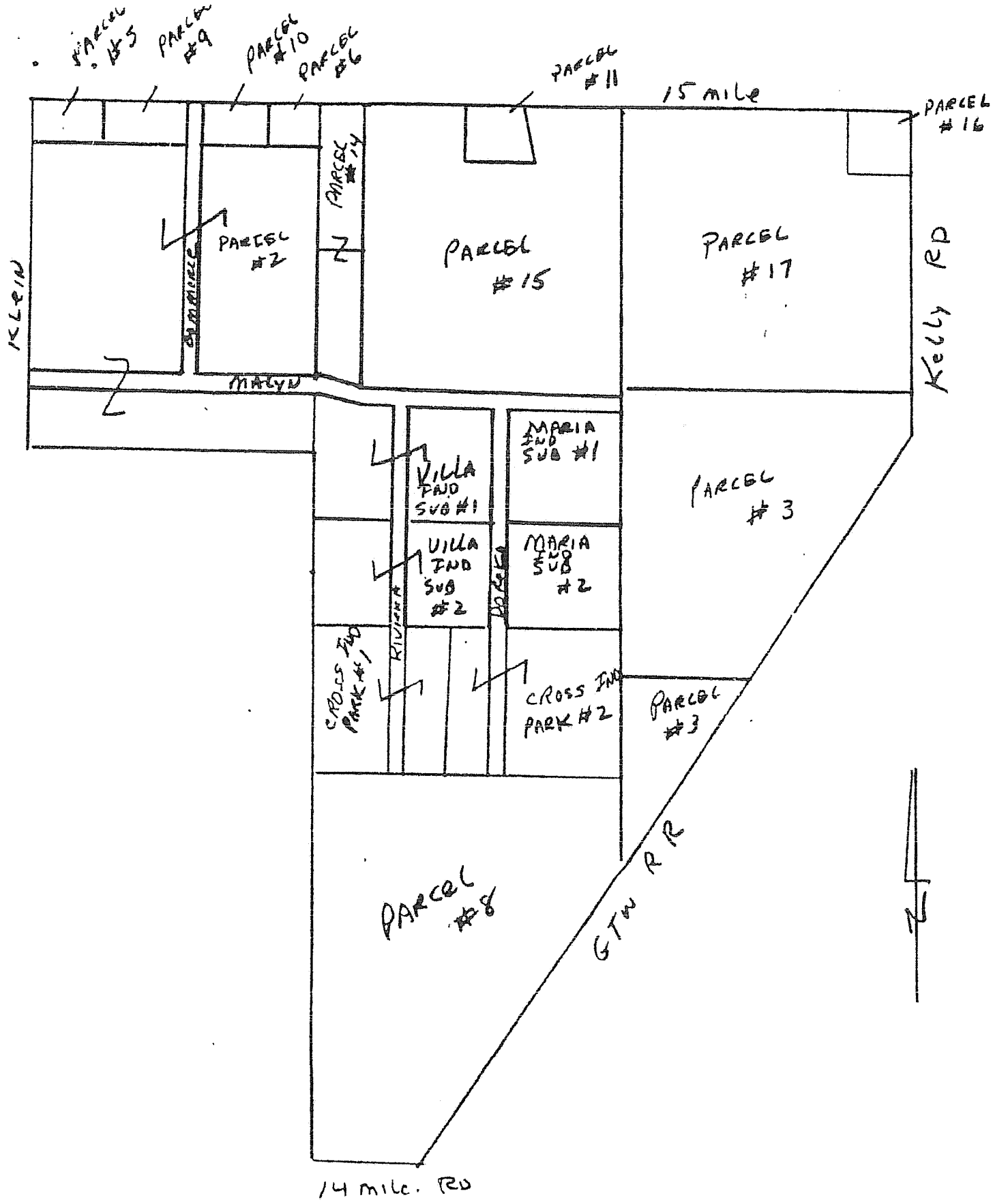
Parcel #13 T2N,R13E SEC 32 COMM AT N 1/4 POST SEC 32; TH ALONG S & N 1/4 LINE SEC 32: TH S0°15'20" W 1514.60 FT; TH ALONG CENTER LINE MALYN RD, TH S 73°43'11"E 166.28 FT; TH S 87°18'E 515.0 FT TO PT OF BEG. TH ALONG CENTER LINE MALYNBLVD. S87°18"E 300.0 FT: TH S0°15'20"E 343.06 FT TH N87°18'W 300.0 FT: TH N0°15'20" W 343.06 FT TO PT OF BEG. CONTAINING 2.362 ACRES. CITY OF FRASER

Parcel #14 T2N,R13E SEC 32 BEG AT N 1/4 POST SEC 32; TH S0°15'20"W 1513.74 FT; TH ALG CEN LINE MALYN BLDV 273 43'11"E 159.08 FT: TH N0°15'20" 1563.18 FT· TH N89°49'23" W 165.0 FT ALG N SEC LINE TO PT OF BEG. CITY OF FRASER 5.827 A.

Parcel #15 T2N, R13E SEC 32 COMM AT N 1/4 POST SEC 32; TH S89°49'23"E 165.0 FT TO PT OF BEG; TH s0°15'20"W 1553.62 FT: TH S87°18'E 1189.30 FT; TH N TO N LINE SEC 32; TH W TO A PT WHICH IS S89°49'23"E 1033.32 FT FROM N 1/4 POST SEC 32; TH S08°49'23"E 303.74 FT; TH N89°49'23"E 303.74 FT; TH N 89°49'23"W 322.51 FT; TH N0°10'37"E 300.0 FT, TH N89°49'23"W 583.32 FT TO PT OF BEG. 41 A CITY OF FRASER

Parcel #16 T2N,R13E SEC 32 BEG AT NE COR SEC 32: TH S02°oo'W 295.2 FT; TH N89°30'W 295.3 FT· TH N02°00'E 295.2 FT: TH S89°30'E 295.2 FT TO PT OF BEG. 2.0 A CITY OF FRASER

Parcel #17 T2N, R13E SEC 32 COMM AT NE COR SEC 32, TH S0°25'45"W 295.20 FT TO PT OF BEG; TH S0°25'45"W 1086.87 FT: TH N88°35'40"W 1356.99 FT; TH N0°29'40"E 1352.73 FT: TH S89°50'E 1060.06 FT; TH S0°26'55"W 295.20 FT; TH S89°50'E 295.30 FT TO PT OF BEG. CITY OF FRASER 40.5664 A


PARCEL #5
PARCEL #9
PARCEL #10
PARCEL #6
PARCEL #11
15 mile
PARCEL #16
PARCEL #14
PARCEL #2
PARCEL #15
PARCEL #17
KLEIN
MARYLN
Kelly RD
VILLA IND SUB #1
MARIA IND SUB #1
PARCEL #3
VILLA IND SUB #2
MARIA IND SUB #2
CROSS IND PARK #1
RIVIERA
CROSS IND PARK #2
PARCEL #3
PARCEL #8
GTW R R
14 mile. RD

APPLICATION
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
ATTACHMENT - SECTION 6A

ATTACHMENT TO 6A - COST OF BUILDING
BUILDERS ESTIMATE

Fairway Packing Company
18350 15 Mile Rd.
Fraser, MI. 48026

COST OF LAND IMPROVEMENTS	Estimated Installation Date	Cost
Excavating, Grading & Underground	12/1/23	$259,000
Pavement - Exterior	12/8/23	$75,000
Landscaping & Lawn Sprinklering	4/1/24	
TOTAL COST		**$334,000**

COST OF BUILDING	Estimated Installation Date	Cost
Footings	7/1/23	$58,500
Interior Concrete Floor	12/1/23	$135,000
Interior Office Buildout	12/1/23	$85,000
Shop Office Buildout	12/1/23	$15,000
Exterior Glazing including Door & Hardware	12/1/23	$45,000
Masonry & Limestone	9/1/23	$54,000
Steel	8/1/23	$546,953
Roof	8/1/23	$175,000
Siding	9/1/23	$124,593
Doors	11/1/23	$45,000
Fire Supression & Detection	12/1/23	$125,000
Painting & Wallpaper	2/1/24	$26,000
HVAC Heating & Cooling	12/1/23	$125,000
Electrical	12/1/23	$201,000
Plumbing	12/1/23	$107,874
Elevator		$0
Millwork, bathroom accessories	2/1/24	$7,500
TOTAL COST		**$1,876,420**

GRAND TOTAL: REAL PROPERTY -	**$2,210,420**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into on this 16th day of DECEMBER 2022, between 15 Mile Industrial Associates, L.L.C., a Michigan limited liability company, the address of which is 18530 Mack Avenue, Box 232, Grosse Pointe Farms, Michigan 48236 ("Landlord"), and Baratta Brothers, Inc, a Michigan corporation, a/k/a Fairway Packing Company, Inc., the address of which is: 1313 Erskine Street, Detroit, MI 48207 ("Tenant").

1. **Leased Property**. Landlord leases to Tenant, and Tenant rents from Landlord, the building (the "Building") which will be situated in the City of Fraser, Michigan, and located on the real property described on Exhibit A attached hereto and made a part hereof (the "Real Property"), together with all related parking areas, access drives and landscaped areas located on the Real Property (collectively, the "Premises"). The Building shall contain approximately **31,489** square feet and shall be constructed by Landlord pursuant to the Plans and Specifications (as defined below) in accordance with the provisions of this Lease. The Premises shall be subject to all matters of record, including that certain Declaration of Easement dated May 24, 2007, made by Landlord's predecessor, 15 Mile Industrial Properties, LLC, which grants an access easement over the Premises to the adjacent property located at 18350 15 Mile Road, Fraser, Michigan ("Adjacent Parcel"). Tenant shall also have the right to utilize parking pursuant to that certain Cross Parking Easement Agreement between Landlord and 15 Mile Industrial Properties, LLC, dated _____, 2022, which provides for cross parking rights between the Premises and the Adjacent Parcel.

Within thirty (30) days following the Commencement Date, Tenant shall have the right to have the Building measured by delivering written notice to Landlord, and Landlord's architect will measure the Building and deliver a certification of the actual square footage of the Building to both Landlord and Tenant which shall be conclusive and binding. If the actual square footage of the Building differs from 31,489 square feet, then such actual measurement will be substituted and the Base Rent and additional rent herein shall be adjusted. Following the execution of this Lease by both Landlord and Tenant, Landlord agrees to proceed in good faith to obtain site plan approval. Tenant agrees to cooperate with Landlord's submission of the site plan and shall join in the execution of any application and any other documents required by Fraser or other governmental authorities in connection with the submission and approval of the site plan.

2. **Construction of Building**.

A. **Landlord's Work**. Landlord shall, at its sole cost and expense, construct and prepare the Building for Tenant's occupancy substantially in accordance with the plans and specifications referred to as: **New Warehouse Building For: Fairway Packing, dated August 9, 2022** attached hereto as Exhibit B ("Landlord's Work"), and referred to collectively herein as the "Plans and Specifications." Landlord shall construct

the Building in good and workmanlike manner using new material of first class quality. Landlord agrees to allow Tenant's construction representative access to the Premises during construction for review of progress and quality verification. Landlord's construction and other work may vary from the requirements of the Plans and Specifications if the variance is required by applicable legal or insurance requirements and is minor in nature. In the event that Landlord is not permitted to construct the Building because required approvals (including, without limitation, site plan approval) are denied, and any appeal of such denial has also been denied, Landlord shall have the right to immediately terminate this Lease and the parties shall have no further rights or obligations under this Lease. In addition, in the event that unforeseen construction issues (including, without limitation, adverse soil conditions) which prevent the construction of the Building substantially in accordance with the Plans and Specifications and/or which materially increase the costs of the construction of the Building, Landlord shall have the right to immediately terminate this Lease and the parties shall have no further rights or obligations under this Lease. Landlord warrants the Landlord's Work against (a) defective, faulty or improper workmanship or materials, and (b) violations of law. The foregoing warranty shall terminate twelve (12) months after the date substantial completion of Landlord's Work has occurred.

Any improvement work desired by Tenant in addition to Landlord's Work specified on Exhibit B, shall be installed at Tenant's sole cost and expense in accordance with Paragraph 2.C below ("Tenant's Work"). Tenant may enter the Building before Landlord's Work is completed for the purpose of inspections the Building and making measurements. Upon and after such entry to the Building by Tenant, all of Tenant's obligations under this Lease shall be applicable except Tenant's obligation to pay rent and other charges Tenant is required to pay to Landlord under this Lease. When Landlord's Work has progressed sufficiently to permit Tenant to perform Tenant's Work without interfering with Landlord's Work, as determined by Landlord in its sole discretion, Tenant may then complete Tenant's Work, subject to the requirements set forth in Paragraph 2.C below. During this period, Tenant shall not interfere with Landlord's Work being performed or to be performed by Landlord. If any work or other action done by or on behalf of Tenant results in a delay or stoppage of Landlord's Work, Tenant shall immediately cease such work or other action so that Landlord's Work may continue without delay or be resumed.

B. Taking Possession. Landlord shall deliver possession of the Premises in broom-swept, tenantable condition with all mechanical, electrical, wiring, heating, cooling, communications and plumbing systems and overhead doors in fully operable condition on the date Landlord has substantially completed the construction obligations required by the Plans and Specifications and Landlord's Work has been inspected and approved as required by the municipality ("Substantial Completion"). The parties acknowledge that due to the scope of Tenant's Work, it is unlikely that the Building will be issued a temporary or final certificate of occupancy upon the substantial completion of Landlord's Work.

C. **Commencement Date.** The "Commencement Date" of this Lease shall be the date Landlord delivers the Premises to Tenant with the Substantial Completion of Landlord's Work. The existence of minor punchlist items, if any, remaining to be performed by Landlord, shall not preclude the Substantial Completion of Landlord's Work.

D. **Tenant's Work.**

(i) Tenant agrees to complete all of Tenant's Work at its own cost and expense. Tenant shall not permit the imposition of any lien or other security interest against the premises or the Real Property of which the Building constitutes a part. In the event any such lien or security interest is imposed against the Building or the aforesaid property, Tenant shall give Landlord immediate written notice of the placing of any notice of lien, lien or encumbrance against the Building and cause such notice, lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30) day period.

(ii) Tenant hereby indemnifies and holds Landlord and the principles, agents and employees of Landlord, harmless from and against any and all damages, claims, costs and/or expenses (including reasonable attorney's fees) which Landlord or its principals, agents and/or employees may suffer or incur as a consequence of the construction and/or installation of any improvements by Tenant or Tenant's employees, agents or independent contractors.

(iii) All of Tenant's Work and improvements shall be performed by contractors and subcontractors approved by Landlord, whose consent shall not be unreasonably withheld, and all of Tenant's Work and improvements shall conform to applicable statutes, ordinances, regulations and codes of all governmental units having jurisdiction over the Building and any improvements installed therein and, where applicable, shall be acceptable to Landlord's mortgagee in all respects. Tenant shall obtain and convey to Landlord all approvals with respect to electrical, water and telephone work, all as may be required by the utility companies supplying the said services.

(iv) Tenant and Tenant's contractors shall carry a minimum of $1,000,000 of general liability insurance and $500,000 of worker's compensation insurance, and all such policies shall name Landlord and, if requested by Landlord, Landlord's mortgagee, as an additional insured party. Notwithstanding anything to the contrary, the foregoing insurance amounts shall be subject to adjustment if requested by Landlord's mortgagee.

(v) Neither Tenant nor Tenant's agents or independent contractors shall be entitled to cut and/or patch openings in the roof for ducts, vents, etc., and the

right to so cut and/or patch in the roof shall exclusively belong to Landlord. However, the cost of such work will be at the expense of Tenant.

(vi) No approval by Landlord required hereunder shall be deemed valid unless the same shall be in writing and signed by Landlord or Landlord's authorized agent.

(vii) It shall be the responsibility of Tenant, at Tenant's cost, to obtain a final certificate of occupancy for Tenant's use of the Building following the completion of Tenant's Work. Landlord shall work cooperatively with Tenant, to the extent any Landlord's Work must be completed to obtain a certificate of occupancy, to complete such work so that a final certificate of occupancy can be obtained.

E. **Punch List Items.** Within thirty (30) days of the Commencement Date, Tenant shall provide Landlord with a letter which identifies any punch list items to be completed ("Tenant's Letter"). In the event Landlord fails to complete such punch list items within ninety (90) days from the date of Landlord's receipt of Tenant's Letter, or as soon as weather permits, with respect to weather dependent items that cannot reasonably be completed in such ninety-day period, Tenant may, but shall not be obligated to, give written notice to Landlord that it will complete such punch list items and Tenant may then promptly complete the punch list items and deduct the reasonable cost of completing such items from the monthly Base Rent, providing copies of contractor invoices to Landlord.

3. **Lease Term.** The term of this Lease shall begin on the Commencement Date and shall continue for period of twelve (12) years from the Commencement Date, unless renewed or sooner terminated in accordance with this Lease ("Lease Term" or "Term"). For purposes of this Lease, a Lease year shall consist of twelve (12) consecutive calendar months commencing on the Commencement Date.

A. **Option to Renew.** Tenant shall have an option to extend the Term of this Lease for two (2) additional periods of five (5) years ("**Option**"), beginning on the expiration of the Primary Term (each, an "**Extension Term**"). Tenant shall not be entitled to so extend the Term of the Lease if then in monetary default or if during the Lease Year immediately preceding the date for exercise of the option, Tenant shall have been in monetary default under this Lease for any prior consecutive period of two (2) months, or any non-consecutive period totaling four (4) months during that prior Lease Year.

Exercise of Option. The option to extend the Primary Term and the first Extension Term granted in the above paragraph shall be exercised by written notice to Landlord given not less than twelve (12) months prior to the expiration date of the Primary Term or the first Extension Term, as the case may be. The Primary Term and the Extension

Term(s), if the option is properly exercised, shall be collectively referred to herein as the "**Term**".

Adjusted Minimum Net Rental Terms. Tenant's possession of the Premises during the Extension Term(s), if any, shall be under the same terms and conditions of this Lease except the Base Rent for the first Lease Year of the Extension Term shall be the Fair Market Rent value for the Premises at such time, which shall in no event be less than the amount of rate of the Base Rent hereunder at the expiration of the Primary Term or the first Extension Term, as the case may be. "**Fair Market Rent**" shall mean the annual amount per rental square foot that a willing and comparable tenant would pay and a willing and comparable landlord would accept at arm's length, for delivery on or about the effective date of each such Extension Term, for comparable industrial space in the Auburn Hills, Michigan area. Within fifteen (15) days following Tenant's notice exercising its option to renew, Landlord shall deliver to Tenant Landlord's determination of Fair Market Rent. If not acceptable to Tenant, then Landlord and Tenant shall negotiate in good faith with respect to the determination of Fair Market Rent for a period of fifteen (15) days following Landlord's delivery of its notice of Fair Market Rent to Tenant. If Landlord and Tenant disagree on the Fair Market Rent and such dispute is not resolved within such fifteen (15) day negotiation period, then within ten (10) days thereafter, Landlord and Tenant shall appoint a mutually agreeable MAI certified appraiser to determine Fair Market Value, and if they are unable to agree upon a single appraiser, Landlord and Tenant shall each appoint a MAI certified appraiser ("**Party Appraisers**"). Within ten (10) days after the parties appoint their own Party Appraiser, such Party Appraisers shall select a third MAI certified appraiser ("**Independent Appraiser**"). Thereafter, the Party Appraisers and the Independent Appraiser shall determine the Fair Market Rent. If the Party Appraisers and the Independent Appraiser are unable to agree on the Fair Market Rent within twenty (20) days after they have been retained, the Fair Market Rent shall be equal to the Fair Market Value determined by the appraiser whose determination is between the values determined by the other appraisers. If the parties agree upon a single appraiser, the cost of such appraiser shall be shared equally by the parties. If the parties must appoint Party Appraisers, then each party shall pay the cost for its Party Appraiser and the cost of the Independent Appraiser shall be shared equally. If either party fails to appoint a qualified appraiser within the time provided herein, the determination of the appraiser appointed by the other party shall be binding and conclusive on the parties. Base Rent for the first Lease Year of the Extension Term shall be the Fair Market Rent calculated as set forth above which shall in no event be less than the amount of rate of the Base Rent hereunder at the expiration of the Primary Term or the first Extension Term, as the case may be. At the commencement of each Lease Year after the first Lease Year of the Extension Term, Base Rent shall increase by three percent (3%) per year.

4. **Use and Occupancy.** Tenant shall use the Building and Premises for industrial, manufacturing and office use and for no other purpose(s) without the prior written consent of Landlord. Tenant shall not use the Building or the Premises for any purpose which is in contravention of any law, municipal ordinance or regulation. In addition, Tenant shall

not use the Premises for the storage of property outside the Building without the prior written consent of Landlord whose consent will not be unreasonably withheld.

5. **Rent.** Tenant hereby agrees to pay to Landlord, at the address of Landlord written above, or at such other place as Landlord may hereafter from time to time designate in writing, annual "Base Rent", payable in monthly installments beginning on the Commencement Date and continuing for the remainder of the Term, in accordance with the following payment schedule:

	Annual Rent	Monthly Installments	Rent/SF
Year 1	313,315.55	26,109.63	9.95
Year 2	322,715.02	26,892.92	10.25
Year 3	332,396.47	27,699.71	10.56
Year 4	342,368.36	28,530.70	10.87
Year 5	352,639.41	29,386.62	11.20
Year 6	363,218.59	30,268.22	11.53
Year 7	374,115.15	31,176.26	11.88
Year 8	385,338.61	32,111.55	12.24
Year 9	396,898.76	33,074.90	12.60
Year 10	408,805.73	34,067.14	12.98
Year 11	421,069.90	35,089.16	13.37
Year 12	433,702.00	36,141.83	13.77

Monthly installments of Base Rent shall be paid in advance on the first day of each month during the Term without setoff, deduction or abatement, except as may be expressly set forth in this Lease. It is the purpose and intent of Landlord and Tenant that this Lease shall be absolutely net to Landlord and that Tenant shall pay, without notice or demand, and without abatement, deduction or set off, and hold harmless Landlord from and against, all costs, taxes, insurance premiums and expenses and obligations of every kind and nature whatsoever relating to the Building or Premises which may arise or become due during the Term, except as otherwise expressly set forth in this Lease. In the event any monthly payment of Base Rent is not received by Landlord within seven (7) days from the date such payment is due, Tenant shall pay to Landlord a late charge of five (5%) percent of unpaid Base Rent per month to help defray the additional costs to Landlord resulting from such late payment. In the event Tenant delivers any check to Landlord which is not collectable for any reason, then Tenant agrees to pay to Landlord a service charge of Fifty and 00/100 ($50.00) Dollars upon Landlord's request, in addition to any late charge assessed. Late charges and charges for insufficient funds shall be in addition to Landlord's other rights and remedies under this Lease, or at law and shall not be construed as liquidated damages or limiting Landlord's remedies in any manner.

6. **Right of First Refusal**. Landlord grants Tenant right of first refusal ("ROFR") to purchase the Premises from Landlord during the Term of this Lease. Provided Tenant is not in default under any of the terms and conditions of this Lease beyond any applicable notice or cure period, if the Landlord receives a bona fide offer ("Offer") from any party to purchase the Premises, which Offer the Landlord intends to accept, Landlord shall notify Tenant of such Offer and Landlord's intention to accept it, and such notice shall be accompanied by a copy of the complete Offer containing all terms, with the offeree's name and contact information redacted ("Offer Notice"). Tenant shall have the right to purchase the Premises for the same consideration and on the same terms set forth in the Offer (subject to a reasonable extension of the time period for closing), provided that Tenant notifies Landlord thereof in writing ("Acceptance Notice") within fifteen (15) days from and after the date Tenant receives the Offer Notice. If Tenant does not deliver the Acceptance Notice within such fifteen-day period, Landlord may then sell the Premises on the terms set forth in the Offer (subject to a reasonable extension of the time period for closing); provided that, in the event the transaction set forth in the Offer does not close on the terms set forth therein, subject to this paragraph, then any subsequent Offer received by Landlord to purchase the Premises shall be subject to the terms and conditions of this paragraph.

7. **Maintenance and Repairs.**

A. **Landlord's Responsibilities.** Landlord shall, at its sole cost and expense and without charge to or reimbursement from Tenant, keep in good condition and repair the foundation, roof, exterior walls, interior load bearing walls, columns, beams and other structural components of the Building and the water and sewer leads from the boundary of the Premises to their point of connection to the Building (including those running under the slab or foundation of the Building), excluding the doors, door frames, window glass, window casings, and window frames; or any of the appliances or appurtenances of such doors, window glass, window casings, and window frames; provided, however, any damage to any of the foregoing caused by the acts or omissions of Tenant or Tenant's, employees, contractors, vendors, agents, invitees, subtenants or licensees, shall be repaired at Tenant's sole cost. Landlord agrees to commence the repairs, replacements or restoration described in this Section within a reasonable period of time after receiving from Tenant written notice of the need for such repairs (which shall be as soon as reasonably possible in the event of an emergency).

B. **Tenant's Responsibilities.** Tenant shall, at its sole cost and expense, keep and maintain in good condition and repair, all portions of the Building and Premises which are not expressly Landlord's responsibility under Paragraph 7(A) above, including all interior portions of the Building and improvements located in the Building, all electrical, mechanical and plumbing systems within or otherwise servicing the Building, and any and all systems and special equipment installed in the Building (including, by way of example, air conditioners, transformers and plumbing) whether installed by Landlord or Tenant. In

addition, Tenant shall, at its sole cost and expense, be responsible for the normal and routine maintenance, repair and/or replacement of the HVAC system within the Building, and Tenant agrees, at its own cost and expense, to keep in effect throughout the entire Term a service contract for the HVAC system with a reputable heating and cooling company licensed in the State of Michigan, which HVAC system shall be inspected and have routine preventative maintenance performed at least two (2) times per year. Tenant shall provide copies of such service contract and maintenance records to Landlord upon request. Tenant acknowledges and agrees that, except for any express representation or warranty by Landlord in this Lease, Tenant is accepting the Building and Premises in "as-is" "where-is" broom clean condition without any representation or warranty of any kind by Landlord. All repairs and replacements made by or on behalf of Tenant shall be made by licensed contractors with first class materials, in a good and workmanlike manner, and in accordance with all applicable laws and regulations of all governmental authorities having jurisdiction over the Building and Premises.

8. **Utilities.** During the Term, Tenant shall pay for all gas, heat, light, power, water, sewer, telephone or other communication service, security services, janitorial services, garbage disposal and all other utilities and services supplied to Tenant at the Premises. Tenant agrees to supply Landlord evidence that all municipal water and/or sewer bills have been paid upon reasonable request. Landlord shall not be liable to Tenant for any loss or damage to Tenant or its property resulting from burst, stopped or leaking utility lines that are within the Premises and service the Building, and Landlord shall not be liable to Tenant for damages or otherwise for any failure or interruption of any such utility service furnished to the Premises, except where such failure or interruption was due solely to Landlord's gross negligence or intentional misconduct.

9. **Real Estate Taxes and Assessments.** Tenant shall be responsible for the payment of all real estate taxes, special assessment installments and other governmental charges of any kind which are attributable to the Building and Premises and which become due during the Term (collectively, the "Taxes"). Tenant shall pay all such Taxes to Landlord within thirty (30) days after Landlord delivers a copy of the tax bill to Tenant. Upon receipt of payment for the Taxes by Tenant within such thirty (30) day period, Landlord shall pay the Taxes to the taxing jurisdiction prior to delinquency. In the event that Tenant does not pay the Taxes to Landlord within such thirty (30) day period, Landlord may, but shall not be obligated to pay such Taxes. In the event that Landlord pays any Taxes which are Tenant's responsibility under this Lease, such Taxes shall be immediately due and payable to Landlord as additional rent, and shall, without limiting Landlord's remedies, accrue interest at the rate of twelve (12%) percent per annum from the date of payment until Landlord is reimbursed in full for such Taxes. In the event Landlord does not pay any Taxes which are Tenant's responsibility under this Lease, then in addition to the interest accruing pursuant to the prior sentence, Tenant shall pay all interest and penalties accruing on such delinquent Taxes.

Tenant shall reimburse Landlord for any Taxes paid by Landlord prior to the Commencement Date which are attributable to periods subsequent to the Commencement Date, based on the due date method of tax proration as if paid in advance. Tenant shall be responsible for paying any personal property taxes' levied against Tenant's personal property, equipment and trade fixtures located within the Premises.

If, due to a change in the method of taxation, any franchise, income, profit or other tax shall be levied against Landlord in substitution for or in lieu of or in addition to any Taxes which would constitute a real estate tax (and not personal to Landlord), such franchise, income, profit or other tax shall be deemed to be Taxes for the foregoing purposes. Tenant shall not be obligated to reimburse Landlord for any Taxes which are attributable to periods prior to the Commencement Date or subsequent to the expiration of the Term stated in Paragraph 3. Notwithstanding anything in this Paragraph 9 to the contrary, if Tenant pays any real property taxes and assessments under this Paragraph 9 for a period that includes any time or period not included in the Lease Term, Landlord shall bear the prorated (determined based on the number of days within and outside the Lease Term) portion of such tax for the period not within the Lease Term.

Tenant at its sole cost shall have the right, at any time, to seek a reduction in the assessed valuation of the Premises or to contest any taxes that are to be borne by Tenant. As a condition of Tenant seeking a reduction or contesting any such taxes, Tenant must be current in the payment of Taxes pursuant to this Paragraph 9, and shall remain current throughout the pendency of such contest. Landlord shall not be required to join in any proceeding brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Premises. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost. Tenant, on final determination of any decision or judgment rendered, shall satisfy said decision or judgment together with all costs, charges, interest, and penalties incidental to the decision or judgment.

10. Insurance and Indemnification.

A. **Tenant's Insurance Requirements.** Tenant shall at all times subsequent to the Commencement Date and during the Term, keep in full force and effect, at its sole cost and expense, with respect to the Building and Premises, the following types of insurance in the amounts specified:

(i) Comprehensive public liability and property damage insurance with limits of liability not less than Two Million ($2,000,000.00) Dollars per occurrence for bodily injury, personal injury or death, or property damage.

(ii) Fire and extended coverage insurance covering the full

replacement value of Tenant's personal property, fixtures, improvements and alterations located on or within the Building. The proceeds from any such policy shall be used by Tenant solely for the replacement of personal property or fixtures or the restoration of Tenant's improvements or alterations.

All policies of insurance required to be maintained by Tenant under paragraph l0A(i) shall be issued by an insurance company licensed to do business in Michigan and shall name Landlord and any other parties in interest designated by Landlord and Tenant as additional insured and loss payee as their respective interests may appear, and shall contain a provision that the insurer will not cancel, change or fail to renew the insurance without giving Landlord thirty (30) days prior written notice. Tenant shall furnish to Landlord such evidence as Landlord may require that the insurance referred to in this Paragraph 10 is in full force and effect and that the premiums therefor have been paid. In the event of overlapping coverage between Tenant's insurance and the insurance carried by Landlord, Tenant's insurance coverage will be deemed to be the primary coverage.

B. Indemnification. Tenant shall defend, indemnify and hold harmless Landlord, its members, employees, and agents, from and against all claims, causes, causes of action, judgments, liabilities, obligations, losses, costs and expenses (including court costs and reasonable attorneys' fees) arising from, related to or as a result of: (a) any accident, injury, death, loss or damage whatsoever to any person or to the property of any person, including the person and property of Landlord and its employees, agents, clients, licensees, invitees, contractors and subtenants, that occurs during the Term, within the Building or Premises, (b) any claims based upon any harm to persons or damage to property caused by Tenant, its contractors or subcontractors in connection with Tenant's Work, and/or (c) any negligent act or omission of Tenant or any agent, contractor, officer, employee, subtenant, licensee, invitee or client of Tenant, excluding any claims based upon or arising directly out of the gross negligence or willful misconduct of Landlord or any claims based on any harm to persons or damage to property caused by Landlord, its contractors or subcontractors in connection with Landlord's Work. It is understood and agreed that all personal property and trade fixtures of any kind, nature or description whatsoever, kept, stored or maintained upon or in the Building shall be kept, stored or maintained at the sole risk and responsibility of Tenant exclusively and Tenant releases Landlord from any liability therefor. The foregoing indemnity obligations shall survive the expiration or termination of this Lease, and shall be without exception, and without the right to seek contribution from Landlord.

Except for the negligence or willful misconduct of Tenant or any and its affiliates and subsidiaries and their respective members, shareholders, managers, directors, officers, employees, contractors, representatives and agents (collectively, the "Tenant Indemnitees"), Landlord shall indemnify and hold Tenant harmless from and against any and all claims, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs), arising from the willful misconduct or gross negligence of

the Landlord or any of its affiliates and subsidiaries and their respective members, shareholders, managers, directors, officers, employees, representatives and agents. The foregoing indemnity obligations shall survive the expiration or termination of this Lease.

C. **Waiver of Subrogation.** Landlord and Tenant hereby release each other and their respective agents and employees from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by or resulting from risks insured against under fire or extended coverage casualty insurance carried by the parties and in force at the time of any such loss or damage; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement and will include such a clause only so long as it is includable without additional cost, or if there is an additional cost, only so long as the other party pays such additional cost. Each party will notify the other of any such additional cost, and such other party may, at its election, pay the applicable amount.

D. **Landlord's Insurance.** Landlord shall, during the Term, keep in full force and effect, fire and extended coverage insurance covering the structure of the Building and all other structural improvements (excluding Tenant's trade fixtures, furnishings, equipment and personal property) against loss or damage by fire, windstorm, hail, smoke damage and vandalism and malicious mischief and such other risks as are from time to time covered under an "extended coverage" endorsement in an amount equal to the full replacement cost of the Building. Landlord may obtain rental interruption insurance with coverage limits in the amount of Base Rent and additional rent due under this Lease for twelve (12) months. Tenant shall reimburse Landlord for the cost of such premiums within thirty (30) days from the date Landlord notifies Tenant in writing that such premiums are due and payable. Notwithstanding the foregoing, any such insurance policy shall be issued by an insurance company satisfactory to Landlord's mortgagee, in its sole discretion.

11. **Additional Rent Escrow.** If required by Landlord's mortgagee or ground lessor, or if Tenant fails to pay, when due, any Taxes, and/or insurance premiums, in accordance with Paragraphs 9 and/or 10 above, Landlord may, in addition to any and all remedies available to Landlord under this Lease, at law or in equity, establish an escrow account for the payment of Tenant's obligations under Paragraphs 9 and/or 10 above. Landlord shall deliver to Tenant a statement of the estimated Taxes, utility charges and insurance premiums for the ensuing calendar year and Tenant shall pay to Landlord, in addition to monthly installments of Base Rent, one-twelfth (1/12) of such estimated amount, which estimate may be revised by Landlord from time to time in its reasonable discretion. Within thirty (30) days following the close of each calendar year, Landlord shall deliver to Tenant

a summary in reasonable detail of the total actual Taxes and insurance premiums for the previous calendar year. If Landlord's summary shows that the estimated payments previously paid by Tenant exceed the amount that was due from Tenant, the excess amount shall be credited toward Tenant's future additional rent/escrow obligations under this Paragraph 11. If however the summary shows an amount due from Tenant that is more than the estimated payments previously paid by Tenant, Tenant shall pay the deficiency to Landlord, as additional rent, within thirty (30) days from the delivery of the summary. Once established, Landlord reserves the right to waive, in its absolute discretion, Tenant's escrow requirements, in which event, Tenant shall pay all Taxes and/or insurance premiums prior to delinquency and shall submit paid receipts to Landlord as evidence of the timely payment of the Taxes and/or insurance premiums.

12. **Maintenance of Exterior Areas.** Landlord shall, at Tenant's expense, coordinate and manage the maintenance of the Exterior Areas in a manner consistent with the standards of a first-class industrial building, in which case Tenant shall reimburse Landlord, as additional rent during the Term, for all reasonable costs incurred by Landlord in maintaining and operating the Exterior Areas, together with an administrative fee equal to Ten (10%) percent of such costs (collectively, the "Exterior Maintenance Charges"). Costs of maintenance and operation shall include, without limitation, asphalt paving and/or curb repairs, concrete walkway repair, window replacement, painting, metal siding repair or replacement, parking lot cleaning and debris removal, parking lot lighting and line painting, landscaping maintenance and upkeep, and snow and ice removal. Each request for payment of the Exterior Maintenance Charges shall include a statement showing, in reasonable detail for the period covered, all billing and disbursements made in connection with such Exterior Maintenance Charges, and Tenant shall reimburse Landlord within thirty (30) days from the date Landlord provides Tenant with the foregoing written statement. Landlord shall deliver to Tenant, promptly upon Tenant's request, copies of all service contracts and any renewals thereof for maintenance or repairs to Exterior Areas of the Premises that would result in Exterior Maintenance Charges to be reimbursed by Tenant. Notwithstanding anything to the contrary contained herein, Landlord shall not be responsible for providing security service or other protection devices to Tenant, its employees, agents, invitees or licensees anywhere within the Premises. In the event Landlord elects to coordinate and manage the maintenance and operation of the Exterior Areas in the manner set forth above, Landlord reserves the right at any time thereafter to terminate its management services by providing Tenant with thirty (30) days prior written notice, in which event Tenant shall, at its cost, be obligated to maintain the Exterior Areas. Tenant reserves the right to shop for comparable maintenance contracts in order to determine whether Landlord has done a satisfactory job in keeping maintenance costs to an acceptable level. In the event that Tenant can produce comparable contracts with comparable contractors at a materially reduced cost, Tenant reserves the right to activate such contract(s) in lieu of Landlord's contract(s), provided that Tenant delivers such contract to Landlord and Landlord cannot substantially match the terms of such contract within thirty (30) days.

13. **Alterations.** Tenant shall not commence any alteration or improvement to the Building without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. If Landlord fails to approve or reject a request from Tenant within thirty (30) days after receipt of such request together with plans and specifications for such alteration or improvement, then such request shall be deemed approved. Landlord shall have the right, but not the obligation, to perform any alterations, additions and improvements to the Building which have been requested by Tenant and which have been approved by Landlord, on terms mutually acceptable to Landlord and Tenant. All alterations, improvements and fixtures (other than Tenant's trade fixtures) made by either of the parties shall immediately become Landlord's property and shall be considered part of the Building; provided, however, that at the time Landlord reviews and approves Tenant's plans and specifications for any alterations, Landlord may designate by written notice to Tenant those alterations, additions, improvements and fixtures which are identified in Tenant's plans and specifications that must be removed by Tenant at the expiration or termination of this Lease, and Tenant shall remove such items and repair any damage to the Building caused by such removal before the last day of the Term. Tenant shall not remove the following, whether or not installed by or at the expense of Tenant: ventilating, silencing, air-conditioning, air-circulating, refrigeration, electric, plumbing, heating, sprinkling equipment, fixtures and outlets, and partitions, railings, gates, mezzanines, doors, vaults, paneling, molding, built-in shelving, flooring and floor covering. Tenant shall only use licensed contractors for any permitted alterations to the Building and shall not permit any construction liens to be placed on the Building or Premises. Tenant shall, in connection with any proposed alterations, improvements and/or repairs to the Building, comply with the provisions of the Michigan Construction Lien Act, as amended, and also comply with all provisions set forth in Paragraph 3B above pertaining to Tenant's Work.

14. **Assignment and Subletting.** Tenant covenants not to assign or transfer this Lease or sublet all or any part of the Building or Premises without the prior written consent of Landlord, whose consent will not be unreasonably withheld. In the event of any permitted assignment or transfer, Tenant shall remain fully liable to perform Tenant's obligations under this Lease. No consent by Landlord to any assignment, transfer, or subletting on any one occasion shall be deemed a consent to any subsequent assignment, transfer, or subletting by Tenant or by any successors, assigns, transferees, mortgagees or sublessees of Tenant. Any transfer, in one or more transactions, of fifty (50%) percent or greater of the beneficial ownership interests in Tenant shall constitute an assignment of this Lease requiring Landlord's consent.

In addition to, and not in limitation of, Landlord's right to approve any sub-tenant or assignee of Tenant, except for the proposed sub-tenants set forth in this Paragraph 14, Landlord shall have the option, in its sole discretion in connection with any other proposed sublease or assignment, to terminate this Lease as of the date the sublease or assignment is to become effective, and to enter into a direct lease relationship with the

proposed sub-tenant or assignee. Tenant shall be obligated to pay any and all broker's commissions or finders fees which may be due and owing as a result of any proposed assignment or sublease, regardless of whether or not Landlord elects to terminate this Lease in connection with such proposed assignment or sublease.

15. **Damage And Destruction.** In the event the Building is damaged or destroyed in whole or in part by fire or other insured casualty during the Term, Landlord shall repair and restore the Building to the same condition that the Building was in prior to the fire or casualty with reasonable dispatch, provided that Landlord shall not be obligated to expend for such repair an amount in excess of the insurance proceeds recoverable by Landlord or assigned to Landlord as a result of such damage. If a casualty renders all or a portion of the Building untenantable and Tenant is unable to operate its business therein, the monthly installments of Base Rent shall be reduced in direct proportion to the amount of the Building so damaged or destroyed until such time as the Building is restored, provided that the fire or casualty is not attributable to the willful act or omission or gross negligence of Tenant, its employees or agents. In the event Landlord's insurance proceeds are insufficient to restore the Building to its condition prior to the fire or casualty, Landlord may terminate this Lease upon thirty (30) days written notice to Tenant. If the Building cannot be restored within a period of one hundred eighty (180) days, as determined by Landlord in its reasonable discretion, Landlord shall have the right to terminate this Lease upon written notice to Tenant. Such notice shall be given to Tenant within thirty (30) days from the occurrence of such casualty. If the Premises are not restored within 270 days of the date of the casualty, Tenant shall have the option to terminate the Lease. Upon Landlord's receipt of such termination notice from Tenant, Tenant's obligations under the Lease shall cease. Tenant shall, at its own cost and expense, remove such of its furniture and other belongings from the Building as Landlord shall require in order to repair and restore the Building. If Tenant fails to adjust its own insurance or remove its goods, trade fixtures, furniture or equipment within a reasonable time, and as a result, the repair or restoration of the Building is delayed, there shall be no abatement of Base Rent during the period of such delay. Landlord shall use reasonable discretion as to the extent of the untenantability of the Building and of the time required for the repair and rebuilding of the same and no such damage or untenantability shall be deemed either an actual or constructive eviction or result in any abatement of rent, except as provided in this Paragraph 15. Tenant shall give immediate notice to Landlord in case of fire or accident in the Building. If Tenant shall use any part of the Premises for storage during the period of repair, Landlord shall have the right to charge Tenant for such storage at a rate not to exceed that set forth in Paragraph 3 above.

In the event the Building is damaged or destroyed to the extent of more than fifty (50%) percent of the value of the Building, Landlord may, in its sole discretion, elect to terminate this Lease upon written notice to Tenant. Such notice shall be given to Tenant as promptly as reasonably possible and in no event later than thirty (30) days following such damage or destruction.

16. **Eminent Domain.** If the whole or any substantial part of the Building is taken by any public authority under the power of eminent domain (or purchased in lieu thereof), or in the event all or a material portion of the Exterior Areas are taken by any public authority under the power of eminent domain (or purchase in lieu thereof), and such taking materially interferes with Tenant's ability to operate its business within the Premises in accordance with its historical use of the Premises and in Tenant's sole discretion, then the Term shall cease on the part so taken as of the date title vests in the condemning authority, and any rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice of such taking (or purchase) is received. In the event that neither party terminates this Lease, Landlord shall, to the extent the proceeds of the condemnation award or purchase (other than any proceeds awarded for the value of any land taken) are available, make all necessary repairs to the Building and Premises to render and restore the same to a complete architectural unit (provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing the Building and that the cost shall not exceed the condemnation proceeds), and Tenant shall continue in possession of the portion of the Premises not taken under the power of eminent domain, under the terms and conditions of this Lease, except that the Base Rent shall be reduced in direct proportion of the amount of the Building taken. There shall be no reduction in Base Rent if any portion of the Exterior Areas are taken and Tenant continues to be able to operate its business within the Premises in accordance with its historical use of the Premises. All damages awarded for such taking (or the purchase price) shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Building; provided, however, Landlord shall not be entitled to any portion of the award (or the purchase price) made to Tenant for damage or removal and reinstallation of trade fixtures, equipment, or other personal property, loss of business or moving expenses.

17. **Offset Statement, Attornment and Subordination.**

A. **Offset Statement.** Either party shall, at any time or times, within ten (10) days after receiving a request by the other party, execute and deliver to such party a written statement certifying: (i) that this Lease is in full force and effect, (ii) the date of commencement of the Term, (iii) that rent is paid currently without any offset or defense, (iv) the amount of rent, if any, paid in advance, and (v) that there are no uncured defaults by the other party or stating with specificity those defaults claimed.

B. **Subordination.** Tenant hereby agrees that this Lease is and shall be subject and subordinate at all times to any and all present and future ground leases and mortgages affecting Landlord's interest in the Premises. At Landlord's request, Tenant agrees to execute and deliver such further instrument(s) evidencing the subordination of this Lease, provided that such ground lessor or mortgagee agrees in writing not to disturb Tenant's rights under this Lease, provided Tenant is not in default. Tenant also agrees

that any mortgagee or ground lessor may elect to treat this Lease as prior in time to its interest in the Premises, and in the event of such election and upon notification to Tenant to that effect, this Lease shall thereupon be deemed so prior, whether this Lease is, in fact, dated prior or subsequent to the date of such other interest. In the event Tenant fails to execute and deliver such instrument(s) evidencing the subordination of this Lease, then Landlord shall have the right to execute such instrument(s) on Tenant's behalf, and Tenant hereby irrevocably appoints landlord as agent and attorney for the purpose of executing such instruments necessary to effectuate the foregoing.

C. **Attornment.** Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building and/or Premises, or in the event any proceedings are brought for the foreclosure of such interest or in the event of exercise of the power of sale under any mortgage on the Building and/or Premises granted by Landlord, or for the eviction of Landlord under any underlying ground lease by Landlord, attorn to the purchaser-transferee and recognize such purchaser-transferee or lessor as the Landlord under this Lease, provided such mortgagee or transferee agrees not to disturb Tenant's possession under this Lease, so long as Tenant is not in default.

18. **Quiet Enjoyment.** Upon Tenant's payment of the rents and other charges required under this Lease, and Tenant's performance of its obligations under this Lease, and subject to the terms and provisions of this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person acting through or under Landlord.

19. **Bankruptcy.** In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law, or if a receiver or trustee of the property of Tenant shall be appointed, or if any assignment shall be made of Tenant's property for the benefit of creditors or if a petition shall be filed by or against Tenant seeking to have Tenant adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy law and such petition shall not be withdrawn and the proceedings dismissed within ninety (90) days after the filing of the petition, then and in any of such events, Landlord may terminate this Lease by written notice to Tenant. If, as a matter of law, Landlord has no right upon Tenant's bankruptcy to terminate this Lease, then, if Tenant, as debtor, or its trustee, wishes to assume or assign this Lease, in addition to curing or adequately assuring the cure of all Tenant's existing defaults under this Lease as of the date of filing of the proceeding (such assurances being defined below), Tenant, as debtor, or the trustee, as assignee, must also furnish adequate assurances of future performance W1der this Lease (as defined below). Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the cost of such a cure. Adequate assurance of future performance under this Lease means posting a deposit equal to three (3) months rent, including all other charges payable by Tenant under this Lease, and in the case of an assignee, assuring Landlord that the assignee is financially capable of assuming this

Lease. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within one hundred twenty (120) days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease.

20. Landlord's Remedies.

A. In the event Tenant fails to pay any monthly installment of Base Rent or any other sum required to be paid under this Lease and such failure is not cured within fifteen (15) days from the date Tenant receives written notice of such nonpayment, Landlord shall, in addition to its other remedies provided by law and in equity, have the remedies set forth in Subparagraph 20(C) below.

B. If Tenant fails to perform any of its obligations under this Lease other than the payment of rent or any other obligation involving the payment of money, Landlord shall give Tenant written notice of such default, and if Tenant shall fail to cure such default within thirty (30) days after the receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within said thirty (30) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlord shall, in addition to its other remedies provided at law or in equity, have the remedies set forth in Paragraph 20(C) below. Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant, and any sums expended by Landlord, together with interest thereon at the rate of twelve (12%) percent per annum until paid, shall be additional rent and shall be paid by Tenant with the next monthly installment of Base Rent.

C. In the event Tenant shall be in default under Subparagraph 20(A) or 20(B) above, then Landlord, in addition to all other remedies provided under this Lease, at law or in equity, shall have the immediate right to re-enter the Building and Premises to remove all persons and property within the Building and Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, Tenant. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease or from time to time, without terminating this Lease, relet all or any portion of the Building and/or Premises on such terms and conditions as Landlord shall, in its sole discretion, deem advisable. The proceeds of such reletting shall be applied, first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including broker's fees and the cost of any reasonable alterations and repairs to the Building; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied toward the payment of future rent as it becomes due and payable. Should the proceeds of such reletting during any month be less than the monthly installment of Base Rent required under this Lease, then Tenant shall during each such month pay the deficiency to Landlord. In the event any rentals or other sums received from reletting exceed those sums to be paid by Tenant, such excess shall belong to and be the sole property of

Landlord. No such re-entry or taking possession of the Building and/or Premises, or acceptance of the keys to the Building by Landlord, shall be construed as an election to terminate this Lease unless Landlord provides Tenant with written notice of its election to terminate the Lease, or unless the termination is decreed by a court of competent jurisdiction. If Landlord elects to relet the Building and/or Premises without terminating the Lease, Landlord may at any time thereafter elect to terminate this Lease for any previous breach.

D. Tenant shall pay all reasonable attorneys' fees and expenses of Landlord in enforcing any of Tenant's obligations under this Lease, or in any litigation in which Landlord shall, without its fault, become involved through or on account of this Lease.

E. All Landlord's rights and remedies shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law or in equity.

F. Landlord shall use commercially reasonable efforts to mitigate its damages as required by the laws of the State of Michigan.

21. Intentionally Omitted.

22. Signs. Tenant shall not erect or install any exterior or interior roof, wall, window or door signs, advertising media, lettering, placards or awnings without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall not erect on the roof any aerial, antennae, satellite dish, or structure for storage, or otherwise use the roof for any purpose other than for normal maintenance without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Landlord may, one hundred eighty (180) days prior to the termination of this Lease, display in and about the Premises, including windows, the usual and ordinary "for lease" signs. If Tenant does not timely exercise an Option, or if Tenant has exercised both of its Options, then Landlord may install "For Sent" signs on the Premises. Landlord may install a "For Sale" sign on the Premises at any time.

23. Access by Landlord. Upon reasonable advance notice, Landlord shall have the right to enter the Building at all reasonable times to examine, maintain, and make repairs to the portions of the Building which must be maintained by Landlord and to show the Building to prospective lenders and/or purchasers, and during the last six (6) months of the Term to prospective tenants. Landlord shall use reasonable efforts to not unreasonably interrupt or interfere with the conduct of Tenant's business in exercising its rights of access under this Paragraph 23. Landlord shall have immediate access to the Building in the event Landlord has actual notice of any imminent threat of harm to persons or damage to property within the Building. If Landlord reasonably determines that any repairs are necessary, and such repairs are Tenant's responsibility under this Lease, Tenant shall promptly perform the required repairs. Notwithstanding anything to the contrary contained in this Lease, Landlord shall have no obligation or responsibility or liability for the care, supervision or repair of the Building except as expressly provided in

this Lease. Landlord reserves the right to free access at all times to the roof of the Building.

24. Surrender of Building and Holding Over.

A. On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Building, including all of Tenant's alterations, additions, improvements and fixtures, broom clean and in good order and condition (subject to reasonable wear and tear and damage by the elements) except for such improvements or fixtures which Tenant has the right to remove or is obligated to remove pursuant to Paragraph 13. Any property which Tenant fails to remove from the Building shall be deemed to have been abandoned by Tenant and may be retained by Landlord as its property or removed and disposed of in such manner as Landlord sees fit, and Tenant shall be liable to Landlord for all costs and expenses incurred in connection with any such removal and disposal.

B. In the event Tenant holds over following the termination of this Lease, the tenancy thereafter shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord a monthly rate equal to one hundred fifty (150%) percent of the monthly rental for the last lease year (plus all other charges payable by Tenant under this Lease). The foregoing is not intended to limit or waive Landlord's right to damages for such illegal occupancy.

25. Miscellaneous.

A. Authority. Landlord and Tenant each represent to the other party that the person executing this Lease on behalf of such party is duly authorized to execute and deliver this Lease, and that each such party has taken all action necessary to authorize the execution and performance of its respective obligations under this Lease.

B. Delays. Subject to Paragraph 2 above, in the event Landlord or Tenant is delayed or prevented from the performance of any of its obligations under this Lease, by reason of strikes, lockouts, labor troubles, inability to procure materials, labor or material shortages, failure of power, restrictive governmental laws or regulations, pandemic, epidemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, riots, insurrection, war or other reason not within the reasonable control of Landlord or Tenant, then the performance of such act shall be excused for the period of the delay, and the period for the performance of such act shall be extended for a period equivalent to the delay, provided that the party claiming the delay notifies the other party in writing within five (5) days after the date the delay commences with the reason for the delay. The provisions of this Paragraph 25 shall not operate to excuse Tenant from prompt payment of rent, or any other payments required by the terms of this Lease.

C. **Transfer of Landlord's Interest.** In the event of any transfer or transfers of Landlord's interest in the Building, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer.

D. **Recording.** Tenant shall not record this Lease, but may record a mutually agreeable memorandum of this Lease..

E. **Liens.** In the event any construction lien(s) shall be filed against the Building and/or Premises or Tenant's leasehold interest as a result of the work undertaken by or on behalf of Tenant, Tenant shall promptly discharge such lien(s) by paying the indebtedness or by filing a bond as provided by statute. In the event Tenant fails to discharge such lien, Landlord shall have the right (but is not obligated) to discharge such lien or to file the statutorily required bond, and Tenant shall pay the cost of discharging such lien or the cost of such bond, whichever is applicable, as additional rent upon the first day that rent shall be next due, or if no rent is due, then within five (5) days following Landlord's request therefor.

F. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the rent or any other amounts due under this Lease shall be deemed to be other than on account of the earliest rent and/or other amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment under this Lease be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of the amount due hereunder or pursue any other remedy.

G. **Waiver.** No default in the payment of rent or any other amount set forth herein, nor the failure of Landlord to enforce the provisions of this Lease upon any default by Tenant shall be construed as creating a custom of deferring payment or as modifying in any way the terms of this Lease or as a waiver of Landlord's right to terminate or cancel, or otherwise to enforce the provisions hereof. No express waiver by either Landlord or Tenant of any provision, condition or term shall affect any other provision, condition or term, and shall not be deemed to imply or constitute a subsequent waiver of such provision, condition or term. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord or Tenant, whichever is the case, unless in writing by the party whose waiver is sought. It is expressly agreed that time shall be of the essence of this Lease.

H. **Successors.** Subject to Paragraph 14, this Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, personal representatives, successors and assigns.

I. **Severability.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable in any manner, the remaining provisions of this Lease shall nonetheless continue in full force and effect without being impaired or

invalidated in any way. In addition, if any provision of this Lease may be modified by a court of competent jurisdiction such that it may be enforced, then said provision shall be so modified and as modified shall be fully enforced.

J. **Entire Agreement.** This Lease and the Exhibits attached set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

K. **Notices.** Any notice, demand, request, consent or other instrument which may be or is required to be given under this Lease shall be in writing and delivered (i) upon three (3) days after deposit with the US Postal Service for delivery by United States registered or certified mail, return receipt requested, bearing adequate postage prepaid, or (ii) the next business day after deposit with an overnight express courier service for next day delivery. All such notices shall be sent to the following addresses:

If To Landlord: 15 Mile Industrial Associates, LLC
Attn: John Secco
18530 Mack Avenue, Suite 232
Grosse Pointe Farms, MI 48236

If To Tenant: Baratta Brothers, Inc,
Fairway Packing Company, Inc,
Attn: Eugene Baratta
1313 Erskine Street, Detroit, MI 48207

Any party to this Lease may at any time change the address for notices to that party by giving notice in this manner.

L. **Environmental Laws.** To Landlord's actual knowledge, the Premises do not contain Hazardous Materials in violation of any Environmental Laws. Tenant, its agents, employees, sublessees or assignees, if any, shall not do, or cause to be done any work or activity, nor discharge, release or dispose of, on, in or under the Building or Premises, any substances or materials which may cause the Building and/or Premises, or any part thereof, to be in violation of any federal, state or local health or safety statute, ordinance, rule, regulation, order or decree relating to the environment or imposing liability or standards concerning or in connection with the presence, storage, use, maintenance and/or removal of asbestos, PCB transformers, oil based products or other hazardous, dangerous or toxic materials, waste or substances (collectively the "Hazardous Materials"), including any common law theories based on nuisance, negligence or strict liability (collectively the "Environmental Laws"). Tenant shall defend, indemnify and hold harmless Landlord from and against any losses, claims, damages, penalties, liabilities, costs (including cleanup costs) and expenses (including reasonable attorneys' fees)

resulting from Tenant's, its agents', employees', sublessees' or assignees' breach or violation of any such Environmental Laws during the Term or for any breach of this Paragraph 25. Tenant represents that Tenant does not and shall not utilize any Hazardous Materials in connection with their current and future intended uses of the Building and Premises except for such Hazardous Materials which are used in compliance with all Environmental Laws. Tenant shall obtain Landlord's written consent prior to Tenant's storing, using, maintaining or removing Hazardous Materials in, on or about the Building and/or Premises, which consent shall not be unreasonably withheld if such Hazardous Materials are necessary for the operation of Tenant's business and are used in compliance with all Environmental Laws. The foregoing indemnity obligations shall survive the termination or expiration of this Lease. Landlord shall be solely responsible for the removal, storage or disposal of all Hazardous Materials generated, produced, handled, stored, transported, disposed of, or released by Landlord, its agents, employees or contractors, in, on, under or about the Premises ("Landlord Hazardous Materials"), in accordance with any Environmental Laws, including, but not limited to, any and all costs, expenses or liabilities related to the removal, storage or disposal of all Landlord Hazardous Materials. Landlord shall indemnify Tenant from all liability, loss or damage (including, reasonable attorney fees) incurred as a result of Landlord's breach of this Paragraph 25. This Paragraph 25 shall survive the termination or expiration of this Lease.

26. **Security Deposit.** Tenant shall, concurrent with the execution of this Lease, deposit with Landlord the sum of Twenty-Six Thousand One Hundred Nine and 63/100 ($26,109.63) Dollars, which shall be retained as a security deposit for the performance of Tenant's obligations under this Lease. If Tenant defaults in the performance of any of its obligations under this Lease, including, but not limited to, the payment of any rent or other sum payable by Tenant under this Lease, Landlord may, but shall not be required to, use or retain all or part of the security deposit for the payment of any such rent of other payment in default or for any other sum which Landlord may expend or be required to expend as a result of Tenant's default, including any damages or remodeling costs incurred by Landlord in reletting the Building or Premises, whether such damages accrue before or after summary proceedings or other re-entry by Landlord. In the event the security deposit is utilized by Landlord, Tenant shall, within thirty (30) days following written request from Landlord, deposit with Landlord such additional funds as are necessary to restore the security deposit to the original amount set forth in this Paragraph 26. Landlord shall not be obligated to keep such security deposit as a separate fund and may commingle such security deposit with Landlord's own funds. If Tenant fully performs its obligations under this Lease, the security deposit or any unused portion, shall be returned to Tenant within seven (7) days following the termination of this Lease. Tenant shall not be entitled to any interest on the security deposit. No mortgagee shall be responsible for the return of any security deposit, unless such mortgagee actually receives the security deposited under this Paragraph 26.

THIS LEASE AGREEMENT was executed on the day and year first above written.

LANDLORD: **15 MILE INDUSTRIAL ASSOCIATES, LLC, a Michigan limited liability company**

By: Allegra Development, LLC, a Michigan limited liability company, Manager

By: _____

John Secco, Manager

TENANT: **BARATTA BROTHERS, INC a/k/a FAIRWAY PACKING COMPANY, INC., a Michigan corporation**

By: _____

Eugene Baratta, President

Exhibit A

LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FRASER, MACOMB COUNTY, MICHIGAN. DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 2 NORTH; RANGE 13 EAST; CITY OF FRASER, MACOMB COUNTY, MICHIGAN.
DESCRIBED AS COMMENCING AT THE NORTHEAST 1/4 OF SECTION 32 NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 787.89 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING. THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS 269.81 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 17 SECONDS WEST 301.94 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 271.14 FEET; TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST 299.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 81,279.91 SQUARE FEET OR 1.87 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS AND RIGHT-OF-WAY OF RECORD.

Exhibit B

Plans and Specifications

EXHIBIT B

Allegra Development LLC

18530 Mack Avenue
Suite 256
Grosse Pointe, MI 48236
Tel. 313-885-5100
Fax 313-885-0382
john@allegradevelopment.com

June 20, 2022

Mr. Eugene Baratta
Baratta Brothers, Inc.
Fairway Packing Company, Inc
1313 Erskine Street
Detroit, MI 48207

Re: 31,385 Square Foot Building

Dear Sir:

Thank you for the opportunity to bid the building of a new 31,385 square foot facility. This revised bid is based on the specifications received from you in May 20, 2022. This proposal is for budget proposes and is subject to change based on final building drawings.

Facility Size:

Office 1st Floor	2,614 SF
Office 2nd Floor	2,785 SF
Shop Area	25,898 SF
Total 1st Floor Space	+/- 31,489 SF

Site

The site is located on the South side of 15 Mile Road, Fraser, Michigan. The site consists of approximately 81,000 Square Feet or 1.86 acres.

Earthwork

A moderately contoured construction area has been cleared, balanced by moving existing material on-site, and then graded to achieve necessary site and building area finish elevations.

Site Utilities

1. Gas Service: Natural gas service has been extended from the existing main and brought into the building.

2. Storm Drainage: Roof water drainage is collected by roof sumps and drained by means of interior PVC drains in the building and out to the storm sewer.

3. Electrical: Overhead 277/480 volt, 600 amp service will be provided.

4. Water: A 1 ½" domestic water service is provided.

A eight inch (8") water line is provided for fire suppression.

5. Sanitary Sewer: A six inch (6") sanitary sewer line is included.

Landscaping

Sod, trees, shrubs and underground automatic sprinkler system are included.

Foundations

Soil-formed reinforced concrete foundations provided to accommodate all building live and dead loads.

Concrete shall be 3,000 psi at 28 days.

Exterior Pavement

Exterior 6" air entrained reinforced concrete over 4" of sand base has been included to accommodate on-site traffic, parking areas, drive aprons and dumpster pad as shown on the Site Drawing.

Concrete floors will be 3,500 psi at 28 days.

All required crack control and expansion joints will be provided.

Parking for 27 vehicles as shown on the Site Drawing.

Included is line painting denoting parking stalls, fire routes and handicapped space(s) only.

Number of Handicapped parking stalls per local building code requirements.

Dumpster enclosure

One 10' x 10' x 6' concrete poured wall Dumpster enclosure.

Interior Concrete

A 6" thick concrete slab with 6 x 6 w1.4 w.w.m. steel reinforcement on 4" minimum well compacted granular fill will be provided throughout the shop area.

The cost to pour concrete around the trench drains shown on the drawings is included in this proposal.

An 8" thick concrete slab with 6 x 6 w1.4 w.w.m. steel reinforcement on grade will be provided throughout the truckwell area.

A 4" thick, concrete slab on 6 mil vapor barrier on 4" minimum well compacted granular fill will be provided throughout the office area.

Concrete floors will be 3,500 psi at 28 days.

All required crack control and expansion joints will be provided.

Exterior Wall System

The exterior perimeter wall system will be a combination of material, including 6" metal panels, decorative masonry and aluminum framed glazing system.

Masonry

The exterior masonry wainscot will be painted concrete masonry units at the shop area.

The exterior masonry is to be insulated with foam insulation. (R-15)

Within certain areas, standard masonry units will be utilized for interior walls to achieve fire or sound separation as may be appropriate.

Structural Steel

Bar joists, columns and metal deck will be provided as required for the structural framing system and will be painted white.

The shop area will have a minimum interior clear height of 24'-0".

Miscellaneous Metals

Miscellaneous metals are to include protective guard posts and miscellaneous framing items.

Roof System

Over the shop and office area, the roof system will be a .060 – mil non-reinforced "white" TPO membrane Roofing System with 5" Polyisocyanurate insulation including manufacturers 20 year warranty.

- Roof ladder from mezzanine included.

Carpentry

Rough carpentry work is anticipated to consist of blocking, nailers and other miscellaneous framing items as might be required.

Toilet area walls will be filled with sound attenuating insulation as per prints.

Millwork items will include plastic laminate windowsills, base cabinets with countertop and wall cabinets in the kitchen area.

Overhead Doors

One (1) 12'x14' overhead doors will be electrically operated and will be a 3" insulated, steel sectional design, which includes an interior liner panel and weather-stripping. At each overhead door there will be four (4), concrete filled bollards on both the inside and outside of the door jambs to protect them from being hit by trucks.

Truckwells

Four (4) Truckwell has been provided for in this proposal. Truckwell includes 6' x 8' 45,000 lb insulated mechanically operated dock levelers. Insulated 3" Dock Doors, Dock shelters, bumpers and floor drain are included.

Hollow Metal and Wood Doors

Hollow metal doors including industrial quality hardware sets have been provided.

Pre-finished, solid-core oak doors with metal frames have been included in the office area.

Glass and Aluminum

Tinted 1" insulated glass set in anodized aluminum framing including an entry area vestibule, glass entry doors and tempered glass inserts where required.

Partitions and Ceiling System

Office area finishes include painted drywall partitions and 2x2 standard fissured white acoustical tiles.

Finished ceiling height to be +/- 9'-0" a.f.f.

Floor Finishes

Floor finishes include the following:

1. Restroom areas (office)	Ceramic tile with ceramic base to 6' a.f.f.
2. Reception/Vestibule area	Ceramic tile with ceramic base
3. Lunchroom	Ceramic tile with ceramic base
4. Office areas	Carpet
5. Shop area	Sealed Concrete

Toilet Partitions and Accessories

To be provided as necessary per code.

Plumbing

A complete plumbing system necessary to meet or exceed typical design requirements for facility of this type is provided.

Fire Protection

The entire facility is to be protected by a dry pipe fire sprinkler system based on a Group II extra Hazard level of protection for the purposes of this preliminary scope of work.

Local municipality water pressure is anticipated to be sufficient to meet or exceed these standards of protection.

Painting

Surfaces to be painted/stained are as the following schedule:

Surface	Prime Coat	Finish Coat
Exposed structural steel vertical columns	1 shop coat (grey)	2 field coats
Shop Ceiling	1 shop coat (off white)	
Metal Siding	pre-finished	pre-finished (white)
Wood Doors	Stained from Factory	
Exposed Miscellaneous Metals	1 shop coat	1 field coats
Hollow Metalwork	1 field coat	2 field coats
Overhead Doors	pre-finished	pre-finished (white)
Exposed Gypsum Board	1 field coat	2 field coats
Concealed Gas Piping	none	none
Masonry (Plant and Offices)	none	block fill paint all plant rooms, both sides

Drywall walls are to have a flat latex finish. Metal is to have a semi-gloss enamel finish.

Heating & Ventilation– Shop Area

No Heating and Ventilation is included in the shop area.

Heating, Ventilating and Air Conditioning – Office Area

The office area will be heated, cooled and ventilated through the use of rooftop package gas-fired units. Preliminary design parameters anticipate equipment necessary to maintain 75°F inside when 92° F outside and 72° F inside when 0° F outside.

Two (2) HVAC units are included in this proposal for the office area.

All thermostats shall be the programmable type, with night set-back controls. All thermostats shall receive locking covers.

Electrical

Complete electrical systems appropriate for each area are based on incoming underground electrical service of 277/480 volt capacity.

600 amp service is included.

An allowance of $52,500 has been included for additional panels and feeders for tenant equipment.

Shop area lighting to ±67 FC is to be accomplished through the use of high bay style LED fixtures.

Office area lighting to ±90 FC is to be accomplished through use of 2'-0" x 4'-0" lay in LED fixtures.

Accessory electrical items such as switches, receptacles, emergency lighting, etc., have been provided.

Exterior lighting is provided by a combination of exterior LED wall packs. Exterior lights are controlled by a photocell in combination with an automatic timer.

Telephone

Telephone board is included for mounting of telephone equipment to be supplied by Tenant.

Exits and Emergency

Provided as required by all County, Township, State, and Federal Codes. This includes all horn and strobes as required by code.

Fire Extinguishers

All fire extinguishers as required by code are included in this proposal.

Elevator

No elevator has been provided for in this proposal.

General Requirements

An allowance of $20,000.00 has been included for builders risk insurance, soil borings, concrete testing, steel testing, engineering permits and building permits.

An allowance of $50,000.00 has been included for architectural and engineering services.

Rental Rate. $9.95 per square foot with annual increases of 3%.

Term. Twelve (12) years commencing May 1, 2023.

Right of First Refusal. Provided Tenant is not in default under any of the terms and conditions of this Lease beyond any applicable notice or cure period, if the Landlord receives an offer ("Offer") from any party to purchase all or any part of the Real Property or any interest therein, which Offer the Landlord intends to accept, the Landlord shall notify Tenant of such Offer and Landlord's intention to accept it, and such notice shall be accompanied by a copy of the complete Offer containing all terms (the "Offer Notice"). Tenant shall have the right to purchase the Real Property or part thereof, or interest therein, on the terms set forth in the Offer, provided that Tenant notifies Landlord thereof (the "Acceptance Notice") within thirty (30) days from and after the date Tenant receives the Offer Notice. If Tenant does not give the Acceptance Notice within such thirty (30) day period as aforesaid, Landlord may then sell the Property or part thereof, or interest therein, on the terms set forth in the Offer; provided that, in the event the transaction set forth in the Offer does not close on the terms set forth therein, then any subsequent Offer shall be subject to the terms and conditions of this paragraph.

Security Deposit

Two (2) months rent due when Lease is signed and is subject to Landlord's satisfaction with Tenant's most recent financial statements.

Options

We have estimated the cost of these additional items to help you in your decision making process. Final cost will be determined once complete architectural drawings are available.

Plumbing. Approximately 198' of stainless steel trench drain, approximately 480' of 4" sanitary grease mains, One 500 gallon solids interceptor, One 1,000 gallon grease interceptor.

+/- $99,150.00

Generator. Budget for a 150 KW Generator with Automatic Transfer Switch.

+/- $70,000.00

Tenant Power. Supply power to refrigeration equipment.

+/- $48,500.00

Exclusions

- Telephone and computer systems.
- Alarm and security systems.
- Office furniture systems.
- Walls and Doors in shop area shown with dotted lines are not included in this proposal.
- There is no heating and cooling in the shop area included in this proposal.

Expenses

Tenant shall be responsible for all expenses and taxes on an absolute triple net basis, including but not limited to real estate taxes, insurance and area maintenance.

Utilities

Tenant shall be responsible for the payment of Tenant's metered utilities, as they become due.

We trust this proposal and scope analysis information is of benefit to you in your consideration of a new site and facility. I look forward to working with you in the future. Should you have any questions or comments, do not hesitate to contact me at 313-407-4300.

Sincerely,

John Secco
Manager

PARCEL 'A' LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 13 EAST; CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHEAST 1/4 OF SECTION 32; NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 787.89 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST 269.81 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 17 SECONDS WEST 301.94 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 271.14 FEET; TO A POINT ON THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 50 MINUTES 16 SECONDS EAST 293.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 81,279.91 FEET OR 1.87 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT-OF-WAY OF RECORD.

PARCEL 'B' LEGAL DESCRIPTION

LAND SITUATED IN THE CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 32, TOWN 2 NORTH, RANGE 13 EAST; CITY OF FRASER, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHEAST 1/4 OF SECTION 32 NORTH 89 DEGREES 50 MINUTES 16 SECONDS WEST 787.89 FEET ALONG THE NORTH LINE OF SAID SECTION, THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST 269.81 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 05 MINUTES 43 SECONDS EAST 755.32 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 34 SECONDS WEST 208.08 FEET; THENCE NORTH 15 DEGREES 22 MINUTES 31 SECONDS WEST 74.55 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 47 MINUTES WEST 207.00 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 34 SECONDS EAST 402.15 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 17 SECONDS EAST 301.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 215,614.10 FEET OR 4.95 ACRES OF LAND. SUBJECT TO ANY AND ALL EASEMENTS OR RIGHT-OF-WAY OF RECORD.

EXISTING SITE SUMMARY

TOTAL NET SITE AREA:	6.402 ACRES
EXISTING BUILDING AREA:	64,494 S.F.

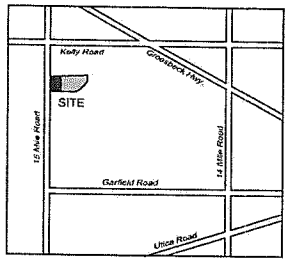
PARKING REQUIRED (1/1500 S.F.) = 63 SPACES (3 ACCESSIBLE REQUIRED)
EXISTING PARKING PROVIDED = 68 SPACES (4 ACCESSIBLE)
PARKG REMOVED FOR NEW BLDG= 3 SPACES
EXISTING PARKING TO REMAIN = 65 SPACES (4 ACCESSIBLE)

PROPOSED BUILDING

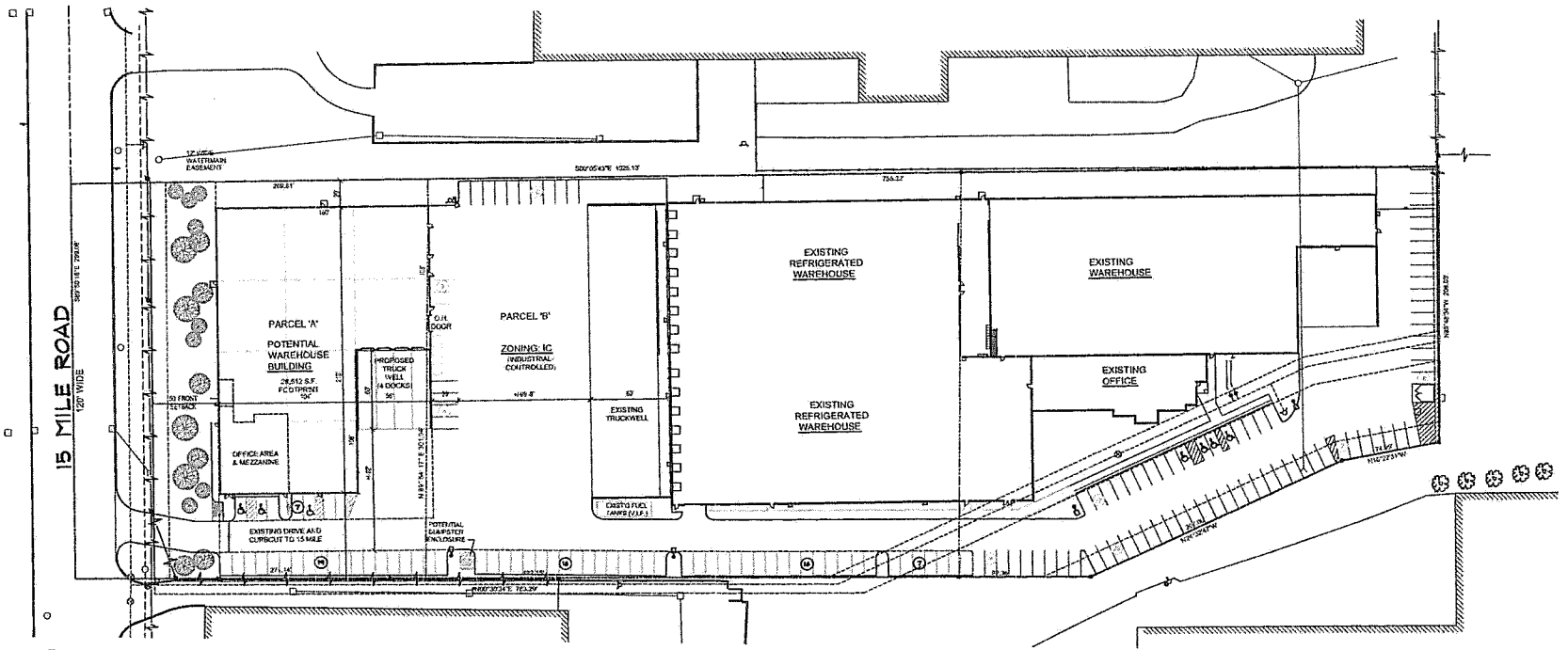
MAIN FLOOR PROCESSING/WAREHOUSE AREA:	25,898 S.F.
MAIN FLOOR OFFICE AREAS:	2,614 S.F.
TOTAL MAIN FLOOR AREA:	28,512 S.F.
MEZZANINE OFFICE AREAS:	2,785 S.F.
MEZZANINE STORAGE AREAS:	192 S.F.
TOTAL MEZZANINE AREA:	2,977 S.F.
TOTAL BUILDING FLOOR AREA:	31,489 S.F.

ADDITIONAL PARKING REQUIRED (1/500 S.F.) = 63 SPACES (3 ACCESSIBLE REQ'D)
TOTAL PARKING REQUIRED (63 EXIST'G+63) = 126 SPACES (6 ACCESSIBLE REQ'D)

ADDITIONAL PARKING PROVIDED = 56 SPACES (3 ACCESSIBLE)
TOTAL PARKING PROVIDED (PER SUMMARY ABOVE) = 151 SPACES (7 ACCESSIBLE)



LOCATION MAP
NO SCALE



ARCHITECTURAL SITE PLAN
SCALE: 1"=40'-0"
(PARTIAL SITE)

GRAPHIC SCALE

* LANDSCAPING, AND FUTURE INDUSTRIAL BUILDING SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO MUNICIPAL SITE PLAN REVIEW AND APPROVAL.

NOT FOR CONSTRUCTION

smith+schurman associates, inc.
architects ▪ planners ▪ interior designers
PO Box 1587 Southgate, MI 48195
Telephone: 248/277-9100

ARCHITECTURAL SITE PLAN

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	05-20-22
REVISED	07-28-22
REVISED	08-09-22

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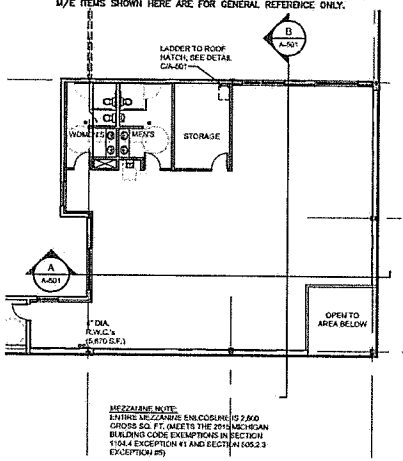
DRAWN BY: JDN
CHECKED BY:
JOB NO: 17-8048
SHEET NUMBER: A-101

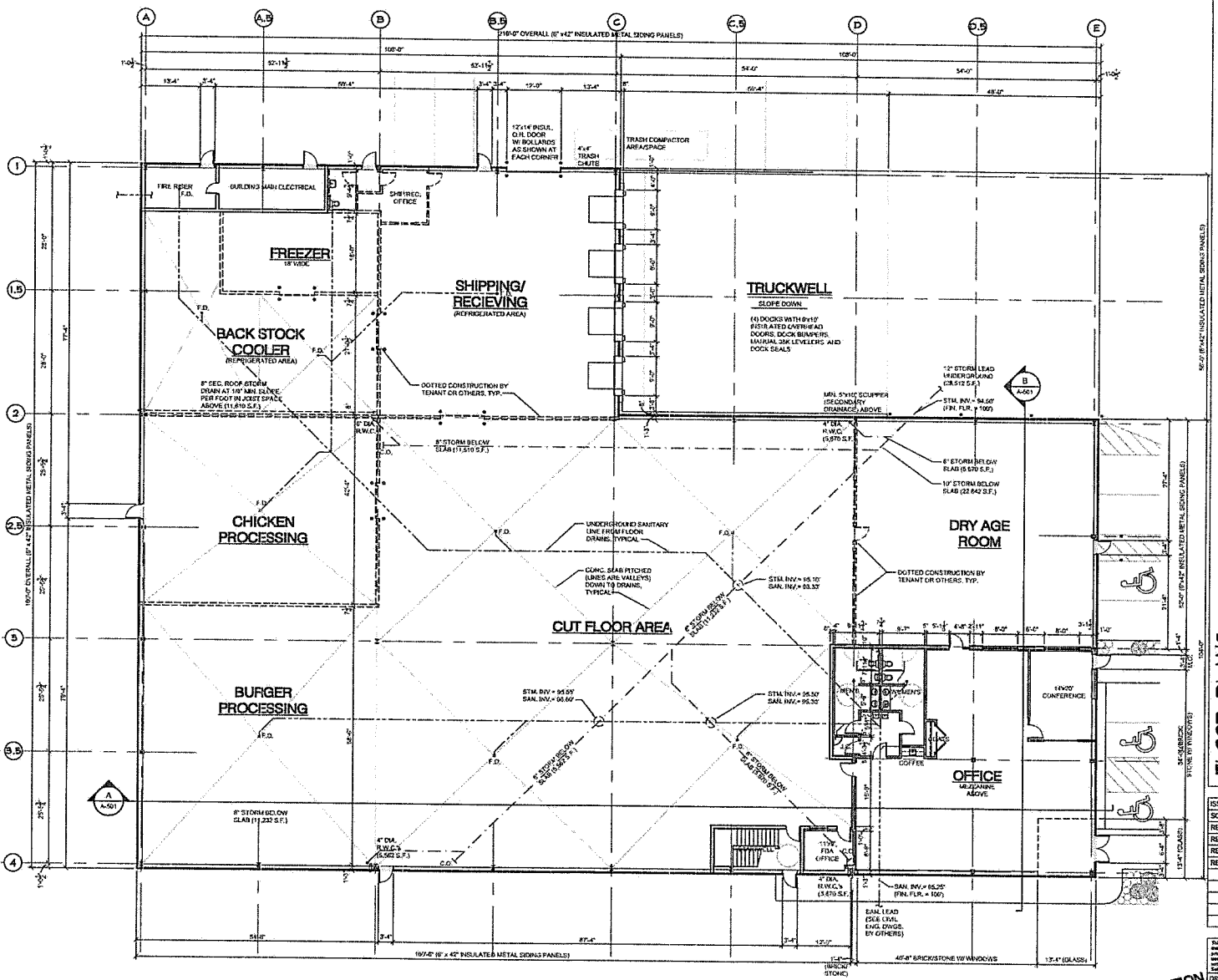
GENERAL NOTES

1. DO NOT SCALE DRAWINGS. USE DIMENSIONS GIVEN OR FIELD VERIFY IF NECESSARY.
2. ONLY DOCUMENTS INDICATED AS "BIDDING" OR "CONSTRUCTION" ARE TO BE USED FOR BIDDING OR CONSTRUCTION.
3. THE REQUIREMENTS OF ICC/ANSI A117.1 AND THE AMERICANS WITH DISABILITIES ACT (ADA) ARE TO BE FULLY SATISFIED. ALL WORK SHALL MEET THE MOST STRINGENT REQUIREMENTS OF BOTH INCLUDING, BUT NOT LIMITED TO, CLEARANCES, LIMITATIONS, ACCESSORIES, ETC. THESE DRAWINGS ARE PREPARED IN ACCORDANCE WITH THE LIMITED SERVICES FOR WHICH THE ARCHITECT WAS CONTRACTED. THE ARCHITECT MAKES NO REPRESENTATION THAT THE INTERPRETATION OF THESE DOCUMENTS WILL RESULT IN COMPLETE COMPLIANCE WITH THE ADA.
4. ALL GLASS SHALL CONFORM TO FS DD-G-451. SAFETY GLASS SHALL CONFORM TO U.S. CONSUMERS PRODUCT SAFETY COMMISSION STANDARD 16 CFR 1201.
5. ALL DOORS REQUIRED TO BE LABELED SHALL BE SET IN LABELED FRAMES AND IDENTIFIED WITH UL LABEL AND PROVIDED WITH APPROVED SELF-CLOSING DEVICES AND POSITIVE LATCHING HARDWARE.
6. CONTRACTOR TO VERIFY MECHANICAL EQUIPMENT UNIT LOADS AND LOCATIONS, IF NOT INDICATED ON PLAN, AND REPORT TO ARCHITECT PRIOR TO ERECTION.
7. ALL DESIGNATED EXIT DOORS SHALL BE EQUIPPED WITH NON-LOCKING AGAINST EGRESS HARDWARE.
8. PLASTIC PIPING, INSULATION AND OTHER COMBUSTIBLE MATERIALS SHALL BE RESTRICTED TO USE WHERE PERMITTED BY CODE AND IN NON-COMBUSTIBLE WALLS AND CEILING SPACES THAT DO NOT CONNECT DIRECTLY TO OCCUPIED ROOMS OR VENTILATING AIR DUCTS OR SPACES. IN ACCORDANCE WITH THE MICHIGAN STATE FIRE MARSHAL REGULATIONS. PROVIDE STEEL PIPING FOR ALL PLASTIC PIPING PASSING THROUGH FIREWALLS. RATED SHAFT WALLS SHALL BE DESIGNATED AS SUCH IN ACCORDANCE WITH 2015 MICHIGAN BUILDING CODE SECTION 703.7.
9. ALL SIGNAGE THAT PROVIDES EMERGENCY INFORMATION OR GENERAL CIRCULATION DIRECTIONS OR SPACE IDENTIFICATION SHALL COMPLY WITH THE MOST STRINGENT OF ANSI A117.1 AND THE AMERICANS WITH DISABILITIES ACT.
10. WHEN REQUIRED, PORTABLE FIRE EXTINGUISHERS SHALL BE FURNISHED BY THE OWNER AND INSTALLED IN ACCORDANCE WITH NFPA 10.
11. ALL FINISH LUMBER SHALL HAVE A MOISTURE CONTENT OF 9% OR LESS.
12. PROVIDE FIRE RETARDANT TREATED (FRT) WOOD BLOCKING WHERE REQUIRED TO SUPPORT ITEMS MOUNTED TO PARTITIONS AND AROUND ALL DOOR OPENINGS, ETC. ALL LUMBER REQUIRED TO BE FIRE TREATED SHALL BEAR THE UL FR-S LABEL.
13. ALL INTERIOR FINISHES SHALL MEET THE FLAME SPREAD AND SMOKE DEVELOPED REQUIREMENTS OF MBC 2015, CHAPTER 8 "INTERIOR FINISHES".
14. ALL INTERIOR METAL STUD PARTITIONS ARE TO BE DESIGNED TO WITHSTAND A UNIFORM LATERAL LOAD OF 5 P.S.F. BRACE WALLS TO THE STRUCTURE AS REQUIRED. SUBMIT SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL PRIOR TO CONSTRUCTION.
15. UNLESS NOTED OTHERWISE, PRODUCTS SHALL BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. CONTRACTOR TO PROVIDE ALL PRODUCT WARRANTIES AND INFORMATION TO PROPERTY MANAGER UPON COMPLETION OF CONSTRUCTION.
16. ALL MECHANICAL/ELECTRICAL ENGINEERING SHALL BE PERFORMED ON A "DESIGN-BUILD" BASIS BY THE OWNER'S RESPECTIVE CONTRACTORS. ANY M/E ITEMS SHOWN HERE ARE FOR GENERAL REFERENCE ONLY.



MEZZANINE NOTE:
ENTIRE MEZZANINE ENCLOSURE IS 2,860 GROSS SQ. FT. (MEETS THE 2015 MICHIGAN BUILDING CODE EXEMPTIONS IN SECTION 1104.4 EXCEPTION #1 AND SECTION 505.2.3 EXCEPTION #5)

MEZZANINE PLAN
SCALE: 3/32"=1'-0"



IST FLOOR PLAN
SCALE: 3/32"=1'-0"

NOT FOR CONSTRUCTION

smith+schurman associates, inc.
architects ▪ planners ▪ interior designers
PO Box 1607, Southgate, MI 48195
Telephone: 248/227-5160

FLOOR PLANS

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	03-08-22
REVISED	05-20-22
REVISED	07-27-22
REVISED	08-10-22

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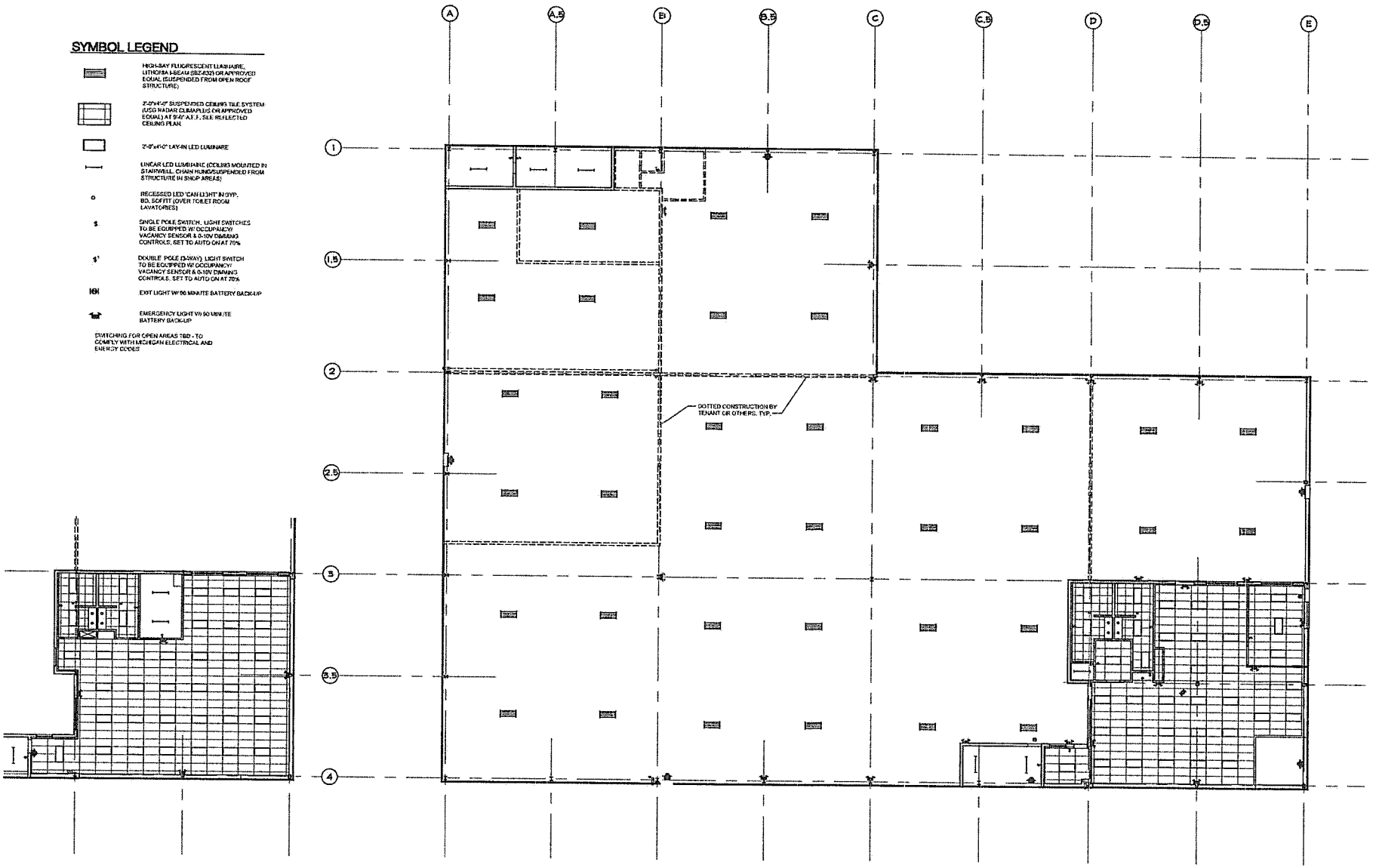
DRAWN BY: JDN
CHECKED BY:
JOB NO: 17-8948
SHEET NUMBER: A-201

SYMBOL LEGEND

- HIGH-BAY FLUORESCENT LUMINAIRE, LITHONIA I-BEAM (IBZ-622) OR APPROVED EQUAL (SUSPENDED FROM OPEN ROOF STRUCTURE)
- 2'-0"x4'-0" SUSPENDED CEILING TILE SYSTEM (USG RADAR CLIMAPLUS OR APPROVED EQUAL) AT 9'-6" A.F.F. SEE REFLECTED CEILING PLAN
- 2'-0"x4'-0" LAY-IN LED LUMINAIRE
- LINEAR LED LUMINAIRE (CEILING MOUNTED IN STAIRWELL, CHAIN HUNG/SUSPENDED FROM STRUCTURE IN SHOP AREAS)
- RECESSED LED "CAN LIGHT" IN GYP. BD. SOFFIT (OVER TOILET ROOM LAVATORIES)
- $ SINGLE POLE SWITCH. LIGHT SWITCHES TO BE EQUIPPED W/ OCCUPANCY/ VACANCY SENSOR & 0-10V DIMMING CONTROLS, SET TO AUTO ON AT 70%
- $3 DOUBLE POLE (3-WAY) LIGHT SWITCH TO BE EQUIPPED W/ OCCUPANCY/ VACANCY SENSOR & 0-10V DIMMING CONTROLS, SET TO AUTO ON AT 70%
- EXIT LIGHT W/ 90 MINUTE BATTERY BACK-UP
- EMERGENCY LIGHT W/ 90 MINUTE BATTERY BACK-UP

SWITCHING FOR OPEN AREAS TBD - TO COMPLY WITH MICHIGAN ELECTRICAL AND ENERGY CODES



MEZZANINE
SCALE: 3/32"=1'-0"

MAIN FLOOR CEILING PLAN
SCALE: 3/32"=1'-0"

NOT FOR CONSTRUCTION

smith+schurman associates, inc.
architects ▪ planners ▪ interior designers
PO Box 1107 Southgate, MI 48195
Telephone: 248-227-7600

REFLECTED CEILING PLANS

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	03-06-22
REVISED	05-20-22
REVISED	07-27-22
REVISED	08-08-22

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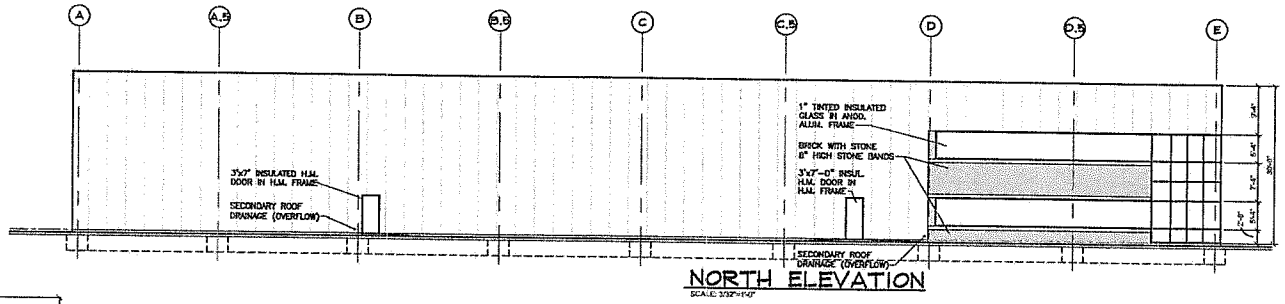
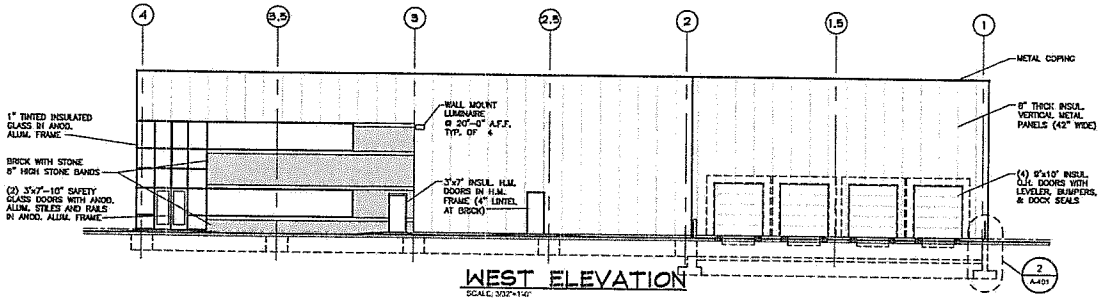
CHECKED BY:
JOB NO: 17-8946
SHEET NUMBER: A-301



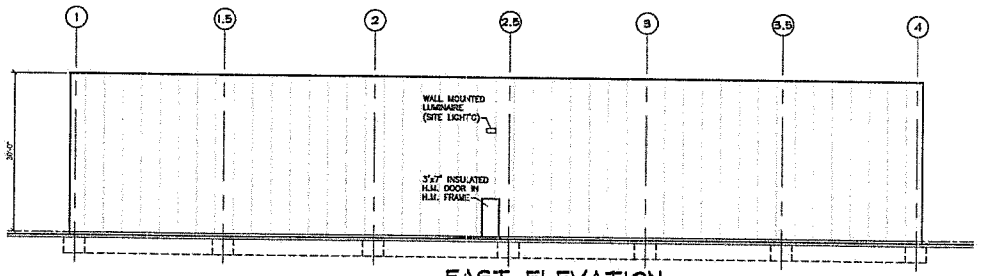
NORTH ELEVATION

SCALE: 3/32"=1'-0"



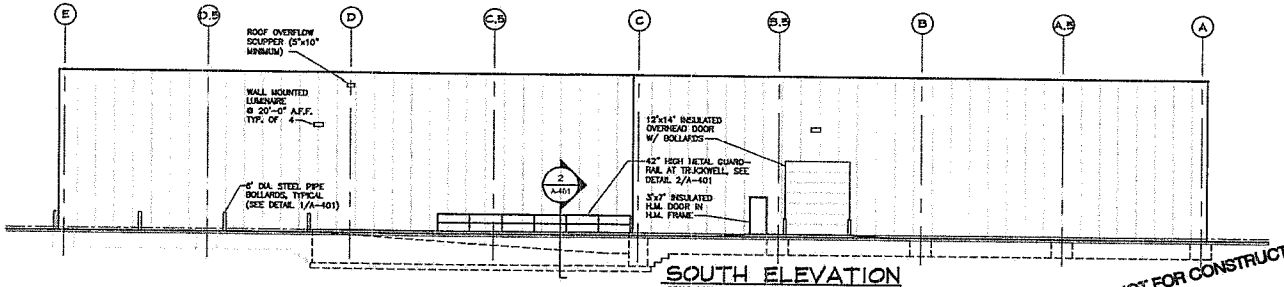
WEST ELEVATION

SCALE: 3/32"=1'-0"



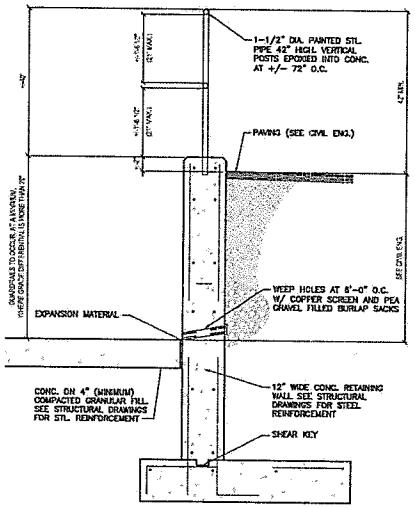
EAST ELEVATION

SCALE: 3/32"=1'-0"



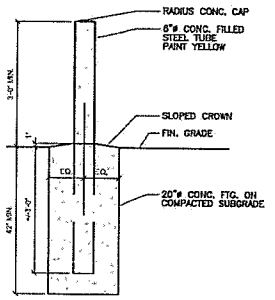
SOUTH ELEVATION

SCALE: 3/32"=1'-0"



2 / A-401 TRUCKWELL GUARDRAIL

SCALE: 3/4" = 1'-0"



1 / A-401 BOLLARDS

SCALE: 3/4" = 1'-0"

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BUILDING ELEVATIONS

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

smith+schuman associates, inc.
architects ▪ planners ▪ interior designers
PO Box 1162, Los Angeles, NM 87545
Telephone: 248/625-4560

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	03-08-22
REVISED	05-20-22
REVISED	07-27-22
REVISED	08-08-22

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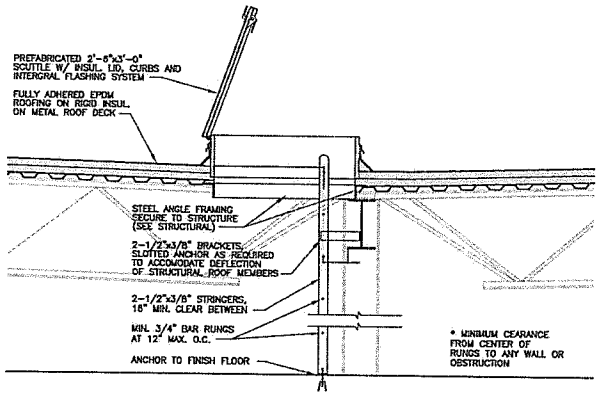
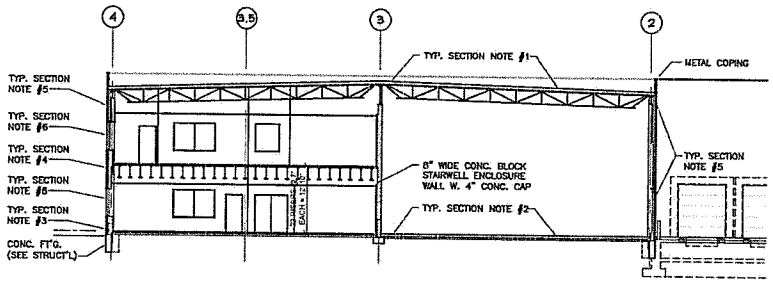
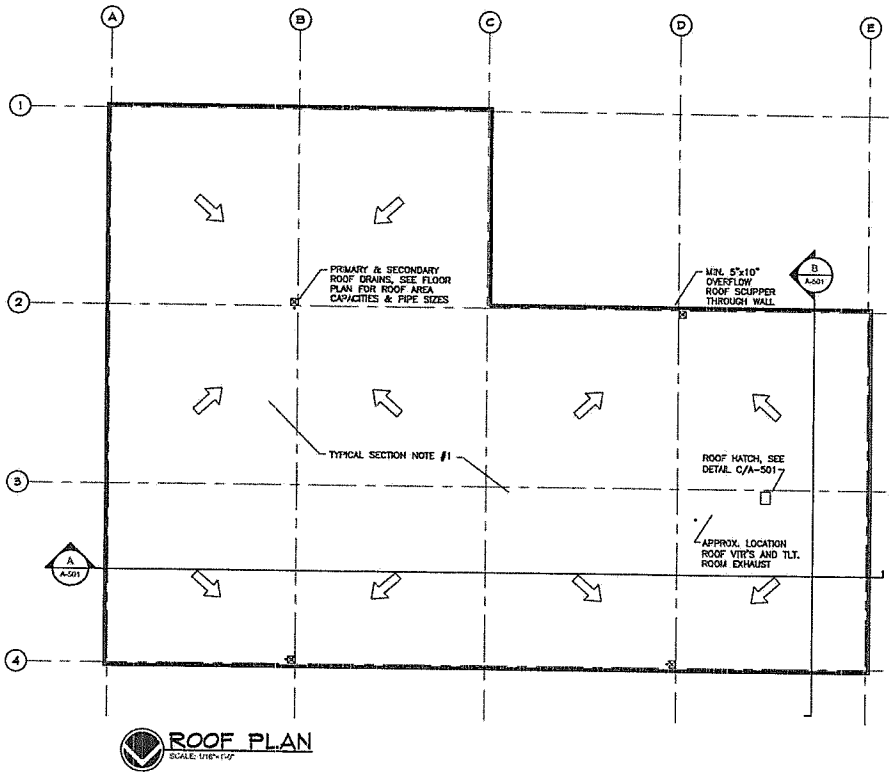
JOB NO: 17-8946
SHEET NUMBER: A-401



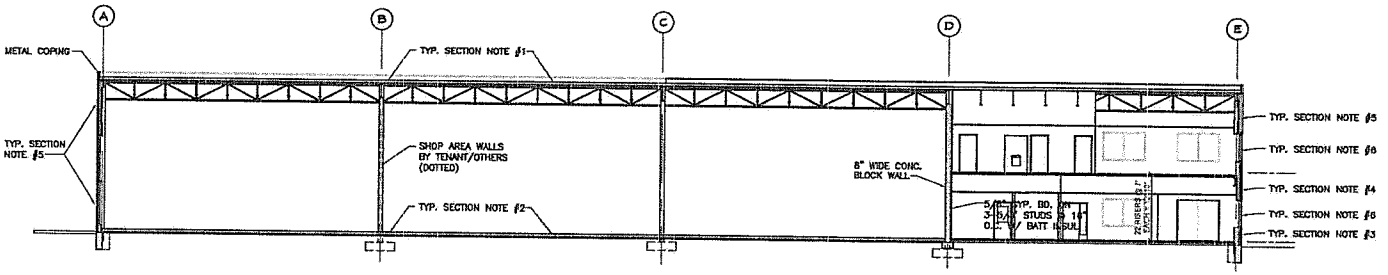
C A-501 ROOF HATCH SECTION
SCALE: 3/4" = 1'-0"



B A-501 BUILDING SECTION
SCALE: 3/32"=1'-0"



ROOF PLAN
SCALE: 1/16"=1'-0"



A A-501 BUILDING SECTION
SCALE: 3/32"=1'-0"

TYPICAL SECTION NOTES

1. FULLY ADHERED EPDM ROOFING ON RIGID INSULATION ON METAL ROOF DECK (SLOPE 1/4" PER FOOT MIN. DOWN TO DRAINS AS INDICATED BY ARROWS)
2. CONC. SLAB (4" THICK IN OFFICE AREAS, 6" THICK IN SHOP SPACES) W/ WWF ON 4" MIN. COMPACTED FILL (SEE STRUCTURAL DRAWINGS)
3. BRICK, AIR SPACE, 1" RIGID INSULATION OVER 8" NOM. CONC. BLOCK WITH HORIZ. REINF. @ 16" O.C. VERTICAL (SEE STRUCT'L FOR ADDITIONAL REINFORCEMENT). INSTALL CONTINUOUS BASE FLASHING WITH WEEP HOLES AT MAX. 32" O.C. AND GROUT SOLID BELOW FLASHING
4. BRICK WITH ADJUSTABLE HOT DIPPED GALV. WIRE TIES @ 16" O.C. EACH WAY OVER, AIR SPACE, MIN. 1" RIGID INSULATION OVER 5/8" FIBERGLASS MAT GYP. BD. SHEATHING ON MTL. CHANNELS (SEE STRUCT'L) & 18 GA. METAL STUD BAFFLE AT 16" O.C. WITH BATT INSULATION BETWEEN.
5. 6" THICK VERTICAL INSULATED METAL BUILDING PANELS (42" WIDE) FASTENED TO GIRTS WITH HANGAR RODS FROM STEEL BEAM (SEE STRUCTURAL)
6. 1" TINTED INSULATED GLASS IN ANOD. ALUM FRAME

NOT FOR CONSTRUCTION

smith+schuman associates, inc.
architects ★ planners ★ interior designers
PO Box 1607, Ann Arbor, MI 48106
Telephone: 248-723-9360

BUILDING SECTIONS & ROOF PLAN

ALLEGRA DEVELOPMENT
NEW WAREHOUSE BUILDING FOR: FAIRWAY PACKING
FIFTEEN MILE ROAD
FRASER, MICHIGAN

ISSUE	DATE
SCHEMATIC	02-23-22
REVISED	03-05-22
REVISED	05-20-22
REVISED	07-27-22
REVISED	08-08-22

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DRAWN BY: JDN
CHECKED BY:
JOB NO: 17-8948
SHEET NUMBER: A-501

PLANT REHABILITATION AND INDUSTRIAL DEVELOPMENT DISTRICTS (EXCERPT)
Act 198 of 1974

207.559 Finding and determination in resolution approving application for certificate; valuation requiring separate finding and statement; compliance with certain requirements as condition to approval of application and granting of certificate; demolition, sale, or transfer of obsolete industrial property; certificate applicable to speculative building; procedural information; replacement facility; property owned or operated by casino; "casino" defined; issuance of certificates.

Sec. 9. (1) The legislative body of the local governmental unit, in its resolution approving an application, shall set forth a finding and determination that the granting of the industrial facilities exemption certificate, considered together with the aggregate amount of industrial facilities exemption certificates previously granted and currently in force, shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of a taxing unit that levies an ad valorem property tax in the local governmental unit in which the facility is located or to be located. If the state equalized valuation of property proposed to be exempt pursuant to an application under consideration, considered together with the aggregate state equalized valuation of property exempt under certificates previously granted and currently in force, exceeds 5% of the state equalized valuation of the local governmental unit, the commission, with the approval of the state treasurer, shall make a separate finding and shall include a statement in the order approving the industrial facilities exemption certificate that exceeding that amount shall not have the effect of substantially impeding the operation of the local governmental unit or impairing the financial soundness of an affected taxing unit.

(2) Except for an application for a speculative building, which is governed by subsection (4), the legislative body of the local governmental unit shall not approve an application and the commission shall not grant an industrial facilities exemption certificate unless the applicant complies with all of the following requirements:

(a) The commencement of the restoration, replacement, or construction of the facility occurred not earlier than 12 months before the filing of the application for the industrial facilities exemption certificate. If the application is not filed within the 12-month period, the application may be filed within the succeeding 12-month period and the industrial facilities exemption certificate shall in this case expire 1 year earlier than it would have expired if the application had been timely filed. This subdivision does not apply for applications filed with the local governmental unit after December 31, 1983.

(b) For applications made after December 31, 1983, the proposed facility shall be located within a plant rehabilitation district or industrial development district that was duly established in a local governmental unit eligible under this act to establish a district and that was established upon a request filed or by the local governmental unit's own initiative taken before the commencement of the restoration, replacement, or construction of the facility.

(c) For applications made after December 31, 1983, the commencement of the restoration, replacement, or construction of the facility occurred not earlier than 6 months before the filing of the application for the industrial facilities exemption certificate.

(d) The application relates to a construction, restoration, or replacement program that when completed constitutes a new or replacement facility within the meaning of this act and that shall be situated within a plant rehabilitation district or industrial development district duly established in a local governmental unit eligible under this act to establish the district.

(e) Completion of the facility is calculated to, and will at the time of issuance of the certificate have the reasonable likelihood to create employment, retain employment, prevent a loss of employment, or produce energy in the community in which the facility is situated.

(f) Completion of the facility does not constitute merely the addition of machinery and equipment for the purpose of increasing productive capacity but rather is primarily for the purpose and will primarily have the effect of restoration, replacement, or updating the technology of obsolete industrial property. An increase in productive capacity, even though significant, is not an impediment to the issuance of an industrial facilities exemption certificate if other criteria in this section and act are met. This subdivision does not apply to a new facility.

(g) The provisions of subdivision (c) do not apply to a new facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in April of 1992 if the application was approved by the local governing body and was denied by the state tax commission in April of 1993.

(h) The provisions of subdivisions (b) and (c) and section 4(3) do not apply to 1 or more of the following:

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(*i*) A facility located in an industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in October 1995 for construction that was commenced in July 1992 in a district that was established by the legislative body of the local governmental unit in July 1994. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16(3).

(*ii*) A facility located in an industrial development district that was established in January 1994 and was owned by a person who filed an application for an industrial facilities exemption certificate in February 1994 if the personal property and real property portions of the application were approved by the legislative body of the local governmental unit and the personal property portion of the application was approved by the state tax commission in December 1994 and the real property portion of the application was denied by the state tax commission in December 1994. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16(3).

(*iii*) A facility located in an industrial development district that was established in December 1995 and was owned by a person who filed an application for an industrial facilities exemptions certificate in November or December 1995 for construction that was commenced in September 1995.

(*iv*) A facility located in an industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in July 2001 for construction that was commenced in February 2001 in a district that was established by the legislative body of the local governmental unit in September 2001. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16. The facility described in this subparagraph shall be taxed under this act as if it was granted an industrial facilities exemption certificate in October 2001, and a corrected tax bill shall be issued by the local tax collecting unit if the local tax collecting unit has possession of the tax roll or by the county treasurer if the county has possession of the tax roll. If granting the industrial facilities exemption certificate under this subparagraph results in an overpayment of the tax, a rebate, including any interest and penalties paid, shall be made to the taxpayer by the local tax collecting unit if the local tax collecting unit has possession of the tax roll or by the county treasurer if the county has possession of the tax roll within 30 days of the date the exemption is granted. The rebate shall be without interest.

(*v*) A facility located in an industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in December 2005 for construction that was commenced in September 2005 in a district that was established by the legislative body of the local governmental unit in December 2005. An industrial facilities exemption certificate described in this subparagraph shall expire as provided in section 16.

(*vi*) A facility located in an existing industrial development district owned by a person who filed or amended an application for an industrial facilities exemption certificate for real property in July 2006 if the application was approved by the legislative body of the local governmental unit in September 2006 but not submitted to the state tax commission until September 2006.

(*vii*) A new facility located in an existing industrial development district owned by a person who filed or amended an application for an industrial facilities exemption certificate for personal property in June 2006 if the application was approved by the legislative body of the local governmental unit in August 2006 but not submitted to the state tax commission until 2007. The effective date of the certificate shall be December 31, 2006.

(*viii*) A new facility located in an industrial development district that was established by the legislative body of the local governmental unit in September of 2007 for construction that was commenced in March 2007 and for which an application for an industrial facilities exemption certificate was filed in September of 2007.

(*ix*) A facility located in an industrial development district that was established by the legislative body of the local governmental unit in August 2007 and was owned by a person who filed an application for an industrial facilities exemption certificate in June 2007 for equipment that was purchased in January 2007.

(*x*) A facility located in an industrial development district that otherwise meets the criteria of this act that has received written approval from the chairperson of the Michigan economic growth authority.

(*xi*) A new facility located in an industrial development district that was established by the legislative body of the local governmental unit in August of 2008 for construction that was commenced in December 2005 and certificate of occupancy issued in September 2006 for which an application for an industrial facilities exemption certificate was filed in August of 2008.

(*xii*) A facility located in an industrial development district owned by a person who filed an application for a certificate for real and personal property in April 2005 if the application was approved by the legislative body of the local governmental unit in July 2005 for construction that was commenced in July 2004.

(*xiii*) A facility located in an industrial development district that was established by the legislative body of

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the local governmental unit in December 2007 for construction that was commenced in September 2007 and a certificate of occupancy issued in September 2008 for which an application for an industrial facilities exemption certificate was approved in May of 2008.

(i) The provisions of subdivision (c) do not apply to any of the following:

(*i*) A new facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in October 1993 if the application was approved by the legislative body of the local governmental unit and the real property portion of the application was denied by the state tax commission in December 1993.

(*ii*) A new facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in September 1993 if the personal property portion of the application was approved by the legislative body of the local governmental unit and the real property portion of the application was denied by the legislative body of the local governmental unit in October 1993 and subsequently approved by the legislative body of the local governmental unit in September 1994.

(*iii*) A facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in August 1993 if the application was approved by the local governmental unit in September 1993 and the application was denied by the state tax commission in December 1993.

(*iv*) A facility located in an existing industrial development district occupied by a person who filed an application for an industrial facilities exemption certificate in June of 1995 if the application was approved by the legislative body of the local governmental unit in October of 1995 for construction that was commenced in November or December of 1994.

(*v*) A facility located in an existing industrial development district owned by a person who filed an application for an industrial facilities exemption certificate in June of 1995 if the application was approved by the legislative body of the local governmental unit in July of 1995 and the personal property portion of the application was approved by the state tax commission in November of 1995.

(j) If the facility is locating in a plant rehabilitation district or an industrial development district from another location in this state, the owner of the facility is not delinquent in any of the taxes described in section 10(1)(a) of the Michigan renaissance zone act, 1996 PA 376, MCL 125.2690, or substantially delinquent in any of the taxes described in and as provided under section 10(1)(b) of the Michigan renaissance zone act, 1996 PA 376, MCL 125.2690.

(3) If the replacement facility when completed will not be located on the same premises or contiguous premises as the obsolete industrial property, then the applicant shall make provision for the obsolete industrial property by demolition, sale, or transfer to another person with the effect that the obsolete industrial property shall within a reasonable time again be subject to assessment and taxation under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155, or be used in a manner consistent with the general purposes of this act, subject to approval of the commission.

(4) The legislative body of the local governmental unit shall not approve an application and the commission shall not grant an industrial facilities exemption certificate that applies to a speculative building unless the speculative building is or is to be located in a plant rehabilitation district or industrial development district duly established by a local governmental unit eligible under this act to establish a district; the speculative building was constructed less than 9 years before the filing of the application for the industrial facilities exemption certificate; the speculative building has not been occupied since completion of construction; and the speculative building otherwise qualifies under subsection (2)(e) for an industrial facilities exemption certificate. An industrial facilities exemption certificate granted under this subsection shall expire as provided in section 16(3).

(5) Not later than September 1, 1989, the commission shall provide to all local assessing units the name, address, and telephone number of the person on the commission staff responsible for providing procedural information concerning this act. After October 1, 1989, a local unit of government shall notify each prospective applicant of this information in writing.

(6) Notwithstanding any other provision of this act, if on December 29, 1986 a local governmental unit passed a resolution approving an exemption certificate for 10 years for real and personal property but the commission did not receive the application until 1992 and the application was not made complete until 1995, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 30, 1987 and ends December 30, 1997. The facility described in this subsection shall be taxed under this act as if it was granted an industrial facilities exemption certificate on December 30, 1987.

(7) Notwithstanding any other provision of this act, if a local governmental unit passed a resolution approving an industrial facilities exemption certificate for a new facility on July 8, 1991 but rescinded that resolution and passed a resolution approving an industrial facilities exemption certificate for that same facility

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as a replacement facility on October 21, 1996, the commission shall issue for that property an industrial facilities exemption certificate that begins December 30, 1991 and ends December 2003. The replacement facility described in this subsection shall be taxed under this act as if it was granted an industrial facilities exemption certificate on December 30, 1991.

(8) Property owned or operated by a casino is not industrial property or otherwise eligible for an abatement or reduction of ad valorem property taxes under this act. As used in this subsection, "casino" means a casino or a parking lot, hotel, motel, convention and trade center, or retail store owned or operated by a casino, an affiliate, or an affiliated company, regulated by this state pursuant to the Michigan gaming control and revenue act, 1996 IL 1, MCL 432.201 to 432.226.

(9) Notwithstanding section 16a and any other provision of this act, if a local governmental unit passed a resolution approving an industrial facilities exemption certificate for a new facility on October 28, 1996 for a certificate that expired in December 2003 and the local governmental unit passes a resolution approving the extension of the certificate after December 2003 and before March 1, 2006, the commission shall issue for that property an industrial facilities exemption certificate that begins on December 30, 2005 and ends December 30, 2010 as long as the property continues to qualify under this act.

(10) Notwithstanding any other provision of this act, if the commission issued an industrial facilities exemption certificate for a new facility on December 8, 1998 but revoked that industrial facilities exemption certificate for that same facility effective December 30, 2006 and that new facility is purchased by a buyer on or before November 1, 2007, the commission shall issue for that property an industrial facilities exemption certificate that begins December 31, 1998 and ends December 30, 2010 and shall transfer that industrial facilities exemption certificate to the buyer. The new facility described in this subsection shall be taxed under this act as if it was granted an industrial facilities exemption certificate effective on December 31, 1998.

(11) Notwithstanding any other provision of this act, if the commission issued industrial facilities exemption certificates for new facilities on October 30, 2002, September 9, 2003, and November 30, 2005 but revoked the industrial facilities exemption certificates for the same facilities effective December 30, 2007 and the new facilities continue to qualify under this act, the commission shall issue for the properties industrial facilities exemption certificates which end respectively on December 30, 2008, December 30, 2009, and December 30, 2011.

(12) Notwithstanding any other provision of this act, if in August 2008 a local governmental unit passed a resolution approving an exemption certificate for 12 years for real and personal property but the commission did not receive the application until 2008, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 31, 2006 and ends December 30, 2018. The facility described in this subsection shall be taxed under this act as if it had been granted an industrial facilities exemption certificate on December 31, 2006.

(13) Notwithstanding any other provision of this act, if in September 2011 or October 2011 a local governmental unit passed a resolution approving an exemption certificate for 12 years for personal property but the commission did not receive the application until November 2011 and the commission approved the applications in May 2012, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 31, 2011 and ends December 30, 2023. The facility described in this subsection shall be taxed under this act as if it had been granted an industrial facilities exemption certificate on December 31, 2011.

(14) Notwithstanding any other provision of this act, if on August 23, 2011 a local governmental unit passed a resolution approving an exemption certificate for 12 years for real property and the emergency manager subsequently appointed for that local community issued an order approving the exemption certificate on November 8, 2013 but the commission did not receive the application until November 27, 2013, then the commission shall issue, for that property, an industrial facilities exemption certificate that begins December 31, 2011 and ends December 30, 2023. The real property component of the facility described in this subsection shall be taxed under this act as if it had been granted an industrial facilities exemption certificate on December 31, 2011.

History: 1974, Act 198, Imd. Eff. July 9, 1974;—Am. 1975, Act 302, Imd. Eff. Dec. 19, 1975;—Am. 1976, Act 224, Imd. Eff. July 30, 1976;—Am. 1982, Act 417, Imd. Eff. Dec. 28, 1982;—Am. 1985, Act 33, Imd. Eff. June 13, 1985;—Am. 1989, Act 119, Imd. Eff. June 28, 1989;—Am. 1990, Act 338, Imd. Eff. Dec. 21, 1990;—Am. 1991, Act 201, Imd. Eff. Jan. 3, 1992;—Am. 1994, Act 76, Imd. Eff. Apr. 11, 1994;—Am. 1994, Act 266, Imd. Eff. July 6, 1994;—Am. 1994, Act 379, Imd. Eff. Dec. 27, 1994;—Am. 1995, Act 218, Imd. Eff. Dec. 1, 1995;—Am. 1996, Act 1, Imd. Eff. Jan. 30, 1996;—Am. 1996, Act 513, Imd. Eff. Jan. 13, 1997;—Am. 1999, Act 140, Imd. Eff. Oct. 18, 1999;—Am. 2005, Act 251, Imd. Eff. Dec. 1, 2005;—Am. 2006, Act 22, Imd. Eff. Feb. 14, 2006;—Am. 2006, Act 436, Imd. Eff. Oct. 5, 2006;—Am. 2007, Act 146, Imd. Eff. Dec. 10, 2007;—Am. 2008, Act 170, Imd. Eff. July 2, 2008;—Am. 2008, Act 515, Imd. Eff. Jan. 13, 2009;—Am. 2008, Act 516, Imd. Eff. Jan. 13, 2009;—Am. 2012, Act 490, Imd. Eff. Dec. 28, 2012;—Am. 2014, Act 513, Imd. Eff. Jan. 14, 2015.

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Compiler's note: Section 2 of Act 119 of 1989 provides:
"Section 2. This amendatory act shall take effect beginning with taxes levied under this act in 1989."

Popular name: Act 198

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Estimate of Tax Impact - Fairway Packing IFT 18300 15 Mile Rd

With an IFT, the building is valued at 100%. Tax is calculated using 50% of the millage rate (except PA 33 & SET)
Land not affected by IFT

2024 Building Value Estimate
$3,151,729 T
$1,575,900 AV & TV

ESTIMATED TAX WITH IFT			
2023 WINTER	IFT MILLAGE		
DIA	0.09780	$154.12	
HCMA	0.10350	$163.11	
MISD	0.04000	$63.04	
SMART	0.47500	$748.55	
PA 33	0.00000	$0.00	
VETERANS	0.03450	$54.37	
ZOO	0.04725	$74.46	
	0.79805	$1,257.65	**$1,258**
2023 SUMMER			
ALS	0.47090	$742.09	
CITY	8.85980	$13,962.16	
COUNTY	2.16000	$3,403.94	
LIBRARY	0.97970	$1,543.91	
MCC	0.70380	$1,109.12	
MISD	2.31500	$3,648.21	
PA 33	0.00000	$0.00	
REFUSE	0.70000	$1,103.13	
SCHOOL DEBT	3.50000	$5,515.65	
SCHOOL OP	9.00000	$14,183.10	
SET	6.00000	$9,455.40	
	34.6892	$54,666.71	**$54,667**
			$55,924
Total Millage	**35.48725**	**$55,924.36**	
City Millage Only	**11.0104**	**$17,351.29**	

ESTIMATED TAX WITHOUT IFT			
2023 WINTER	MILLAGE		
DIA	0.19560	$308.25	
HCMA	0.20700	$326.21	
MISD	0.08000	$126.07	
SMART	0.95000	$1,497.11	
PA 33	1.00000	$1,575.90	
VETERANS	0.06900	$108.74	
ZOO	0.09450	$148.92	
	2.59610	$4,091.19	**$4,091**
2023 SUMMER			
ALS	0.94190	$1,484.34	
CITY	17.71970	$27,924.48	
COUNTY	4.32000	$6,807.89	
LIBRARY	1.95940	$3,087.82	
MCC	1.40770	$2,218.39	
MISD	4.63000	$7,296.42	
PA 33	1.00000	$1,575.90	
REFUSE	1.40000	$2,206.26	
SCHOOL DEBT	7.00000	$11,031.30	
SCHOOL OP	18.00000	$28,366.20	
SET	6.00000	$9,455.40	
	64.37870	$101,454.39	**$101,454**
			$105,546
Total Millage	**66.97480**	**$105,545.59**	
City Millage Only	**24.02100**	**$37,854.69**	

12 Year Potential Tax Abatement (Estimate 2% increase in Taxable Value)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Totals
TV (est 2% incr)	$1,575,900	$1,607,418	$1,639,566	$1,672,358	$1,705,805	$1,739,921	$1,774,719	$1,810,214	$1,846,418	$1,883,346	$1,921,013	$1,959,434	

Tax Dollar Effect of Abatement - All Millages

Tax $ without IFT	$105,546	$107,656	$109,810	$112,006	$114,246	$116,531	$118,861	$121,239	$123,663	$126,137	$128,659	$131,233	**$1,415,587**
Tax $ with IFT	$55,924	$57,043	$58,184	$59,347	$60,534	$61,745	$62,980	$64,240	$65,524	$66,835	$68,171	$69,535	**$750,062**
Tax $ Abated	$49,621	$50,614	$51,626	$52,658	$53,712	$54,786	$55,882	$56,999	$58,139	$59,302	$60,488	$61,698	**$665,524**

Tax Dollar Effect of Abatement - City Millages Only

Tax $ without IFT	$37,855	$38,612	$39,384	$40,172	$40,975	$41,795	$42,631	$43,483	$44,353	$45,240	$46,145	$47,068	**$507,711**
Tax $ with IFT	$17,351	$17,698	$18,052	$18,413	$18,782	$19,157	$19,540	$19,931	$20,330	$20,736	$21,151	$21,574	**$232,717**
Tax $ Abated	$20,503	$20,913	$21,332	$21,758	$22,194	$22,637	$23,090	$23,552	$24,023	$24,503	$24,994	$25,493	**$274,994**

Summary - Tax Abatement of $274,994 (City millage) over 12 years (assuming a 2% annual increase in Taxable Value and a constant millage rate)

Prepared by Debra J. Kopp
City Assessor
1/30/2024

Fraser City Council Agenda Item

SUBJECT TITLE:	2024 CDBG Public Service Allocation	**DATE SUBMITTED:**	01/16/24
PREPARED BY:	Clerk Greenia	**NEW OR RETURNING:**	New

REQUEST

At their January 11, 2024 meeting City Council had the opportunity to hear requests from various Public Service Providers regarding the expenditure of the City of Fraser's 2024 CDBG Allotment. The City of Fraser has $7,750 in CDBG funding to allocate to these services. Each allocation must be at least $2,000.

C.A.R.E. House was present at the meeting and requested $2,400.

Turning Point was present at the meeting and requested $2,500.

Interfaith Caregivers was present at the meeting and did not request any certain amount.

There were no other service providers present at the meeting.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:		
Account Number(s):		
Requires Budget Amendment:	☐NO	☐YES - Amount:
Requires Reoccurring Charges:	☐NO	☐YES - Amount:
Requires Travel Expenses:	☐NO	☐YES - Amount:
Offset by Grant Funding:	☐NO	☐YES - Amount:
Additional Information:		

ATTACHMENTS

RECOMMENDED MOTION(S)

Motion to allocate the City of Fraser 2024 CDBG funds to service providers in the following amounts:

C.A.R.E. House at $2,400, Turning Point at $2,500 and Interfaith Caregivers at $2,850.

Fraser City Council Agenda Item

SUBJECT TITLE:	2024 CDBG Bricks and Mortar Grant Application	**DATE SUBMITTED:**	01/16/24
PREPARED BY:	Clerk Greenia	**NEW OR RETURNING:**	New

REQUEST

In 2019 the City of Fraser was awarded $28,819 in CDBG funds for the replacement of HVAC roof top units at the Senior Activity Center. Since that time our vendor, Ingersoll, has replaced one additional unit in 2023. During discussion of that unit the fact that CDBG funds had paid for some of these in the past was mentioned. City Manager Leven felt it would be prudent to apply for 2024 CDBG funding for this purpose.

In our Public Notice we stated that we would be applying for up to $150,000 in 2024 CDBG Bricks and Motor Competitive Grant. I asked Mr. Vigneron to get me a cost estimate to replace the units that have not yet been replaced. His estimates include the following:

RTU – 5 $ 42,000
RTU – 6 $ 140,000
RTU – 7 $ 42,000

He also noted that we would need to budget an additional $10,000 to $15,000 for professional services for preparation of bidding documents and contract administration.

I am asking for City Council to approve the City of Fraser applying for up to $150,000 in 2024 CDBG monies for the replacement of HVAC roof top units at the Senior Activity Center.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:		
Account Number(s):		
Requires Budget Amendment:	☐NO	☐YES - Amount:
Requires Reoccurring Charges:	☐NO	☐YES - Amount:
Requires Travel Expenses:	☐NO	☐YES - Amount:
Offset by Grant Funding:	☐NO	☐YES - Amount:
Additional Information:		

ATTACHMENTS

2024 CDBG Public Hearing Notice

Vigneron Email 2024 01 11

AEW Letter 2020 09 30

2023 02 09 City Council Minutes Discussion

RECOMMENDED MOTION(S)

Motion to approve City Administration to make an apply for a Bricks and Motor Grant from the 2024 CDBG funding in the amount of up to $150,000 for the purchase and installation of roof top HVAC units at the Senior Activity Center.

CITY OF FRASER PUBLIC HEARING NOTICE
CITY OF FRASER RESIDENTS

At 6:30 p.m., on Thursday, January 11,2024 at the City of Fraser City Hall in Council Chambers, 33000 Garfield, Fraser, MI 48026, a public hearing will be held. The purpose of the public hearing is to obtain the views of citizens concerning community development and housing needs, as required by the Housing and Community Development Act of 1974, as amended.

The City of Fraser will be applying for approximately $150,000.00 dollars in Community Development Block Grant funds for FY 2024 from the Macomb "Urban County" Program. Federal guidelines require that maximum priority be given to activities, which primarily benefit low or moderate-income families or which aid in the prevention or elimination of slums or blight. A variety of projects are eligible for community development funding. These include but are not limited to:

Property acquisition	Handicapped Barrier Removal	Public Facilities
Code enforcement	Rehabilitation of Buildings	Public Infrastructure
Housing Rehabilitation	Public Services	Planning and Administration
Homebuyer Assistance		

The City will also consider funding requests for multiple public services agencies.

Citizens residing in blighted areas or lower-income persons are encouraged to participate. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 72-hour notice. Contact Cindi Greenia, City Clerk at (586) 293-3100 ext. 106 for special services.

The City of Fraser will make every reasonable effort to encourage the participation of minorities, non-English speaking persons, limited English proficiency persons and persons with disabilities. Any individual requiring a reasonable accommodation in order to participate in the public hearing should contact Cindi Greenia at (586) 293-3100 ext. 106, at least five (5) days in advance of the hearing.

If you cannot attend this meeting and want your views known, please call or write, Cindi Greenia City Clerk at (586) 293-3100 ext. 106, 33000 Garfield, Fraser, MI 48026. You can also reach her by email at cityclerk@micityoffraser.com or cgreenia@micityofffraser.com

Published: 12/22/2023 in ***"The Macomb Daily"***

Cindi Greenia, Clerk
City of Fraser

PROOF DO NOT REPRODUCE

Fw: Good Afternoon

Cindi Greenia <cgreenia@micityoffraser.com>
Thu 1/11/2024 5:28 PM
To:City Manager <citymanager@micityoffraser.com>

1 attachments (138 KB)
0190-0445 Fraser RTU Replacement_Recommendation Letter_200930.pdf;

FYI

From: Mike Vigneron <mvigneron@aewinc.com>
Sent: Thursday, January 11, 2024 4:47 PM
To: Cindi Greenia <cgreenia@micityoffraser.com>
Subject: RE: Good Afternoon

Cindi,

Please see attached. In 2020, we got bids on all of the units, but only replaced the 3 that were the lowest cost with City Council dipping into the General Fund to make the up the difference in CDBG funds. I think (1) additional unit has been replaced since then by the City's HVAC vendor Ingersoll, but I'd have to confirm with Mark to be certain (I'm pretty sure it was the one listed as RTU 9 in the attachment). The price difference on that one alone was about a 40% increase over 2 years, and we don't see prices coming down anytime soon.

A rough on the estimate for 3 remaining units is as follows:

- RTU-5 - $42,000
- RTU-6 - $140,000
- RTU-7 - $42,000

This would include materials, installation, and some contingency for unforeseen circumstances. I know the time from award notification to construction bidding can sometimes be a year or more, so you may need to factor in some inflationary increases as well if this funding is for a future year.

You'd also want to budget an additional $10,000-$15,000 professional services for preparation of bidding documents and contract administration.

Let me know if you need any other info. Thanks.

Michael A. Vigneron, PE
Vice President | Director of Engineering
51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234
Mobile: 586-914-5442
E-mail: mvigneron@aewinc.com

ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS - SURVEYORS - ARCHITECTS
"Engineering Strong Communities"

Connect With Our Team:

From: Cindi Greenia <cgreenia@micityoffraser.com>
Sent: Monday, January 8, 2024 12:23 PM
To: Mike Vigneron <mvigneron@aewinc.com>
Subject: Re: Good Afternoon

CAUTION: External Email
Hi Mike,
I am just getting around to looking at this. I am wondering a couple of things?

How many rooftop units do we need at the Senior Activity Center (in 2019 we requested 3 at a cost just under $30,000)

How much do you think each unit, including installation and any other items that may be expensed with it would cost?

Thanks, C

From: Mike Vigneron <mvigneron@aewinc.com>
Sent: Tuesday, January 2, 2024 6:45 AM
To: Cindi Greenia <cgreenia@micityoffraser.com>
Subject: RE: Good Afternoon

Hi Cindi. Happy New Year!

I believe it was a 2019 award with work occurring late in 2020. Let me know if you need anything else. Thanks.

Michael A. Vigneron, PE
Vice President | Director of Engineering
51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234
Mobile: 586-914-5442
E-mail: mvigneron@aewinc.com

Connect With Our Team:

From: Cindi Greenia <cgreenia@micityoffraser.com>
Sent: Friday, December 29, 2023 2:54 PM
To: Mike Vigneron <mvigneron@aewinc.com>
Subject: Good Afternoon

CAUTION: External Email
Hi Mike,

I hope you had a fabulous Christmas!!!!!

I am wondering if you can remember when the City received CDBG funding for HVAC units at the Senior Activity Center? Thanks, c

ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road
Shelby Township, MI 48315
586.726.1234
www.aewinc.com

September 30, 2020

Nick Schaefer
Interim Superintendent of Public Works
City of Fraser
33000 Garfield Road.
Fraser, Michigan 48026

Reference: Project Summary
City of Fraser – Senior Center HVAC Improvements - CDBG
AEW Project No. 0190-0445

Dear Mr. Schaefer:

On Monday, September 21, 2020, five (5) bids were received for the project referenced above. Below is a summary of the bids received.

Rooftop Unit (RTU) No.	Temperature Services	Stuart Mech	Tech Mechanical	RW Mead	Allied
	Livonia, MI	Auburn Hills MI	Pontiac, MI	Fraser, MI	Detroit, MI
Proposed Unit Manufacturer:	Carrier AAON	Carrier	Carrier		
RTU 1	$11,688.00	$11,070.00	$12,000.00	N/A	$16,750.00
RTU 3	$11,688.00	$11,070.00	$12,000.00	N/A	$16,750.00
RTU 4	$11,688.00	$11,070.00	$12,000.00	N/A	$16,750.00
RTU 5	$11,424.00	$10,715.00	$11,750.00	N/A	$15,820.00
RTU 6	$42,888.00	$63,520.00	$63,907.00	N/A	$65,400.00
RTU 7	$10,888.00	$10,080.00	$11,127.00	N/A	$15,300.00
RTU 9	$15,248.00	$15,330.00	$17,286.00	N/A	$23,400.00
Total:	**$115,512.00**	**$132,855.00**	**$140,070.00**	**$161,540.00**	**$170,170.00**

While five bids were received, the bid from RW Mead was not complete (missing addendums) and was rejected. Temperature Services of Livonia was the overall lower bidder, but Stuart Mechanical had the lowest individual unit cost for all but two units. AEW interviewed the three lowest bidders on 9/28/20 and found them all qualified to perform the work.

The three lowest bidders all are proposing Carrier units with Temperature Services proposing an AAON unit for RTU 6. Warranties from all three lowest bidders include

1-year parts and labor for their work, 5 years (parts only) on the compressors and 10 years (parts only) on the heat exchangers. All product warranties are transferable through at least one additional owner and are pro-rated. Warranties only cover manufacturers defects and not mis-use or intentional damage. Units are normally in stock and currently have a 2 to 4-week lead time.

While $28,819.00 is available in Community Development Block Grant (CDBG) funds for this project, the total cost to replace all of the units far exceeds the grant funds available. Therefore, we recommend replacing as many units as you can with the funds available utilizing the lowest per unit cost for the units considered the highest priority for replacement. RTU 1, 3, 4, 5 are the oldest and should be replaced first depending on budget. They were installed in the '90's and have outlived their 15-year average service life. The remaining units do require replacement in the near term, but are a little newer and therefore less of a priority at this time. We understand the City may wish to allocate additional funds to supplement the available CDBG funding in order to replace additional units.

Below is a summary of contract costs utilizing Stuart Mechanical's bid prices in recommended replacement priority order:

RTU No.	Bid Amount	Cumulative Total	Supplemental Funds
1	$11,070.00	$11,070.00	$0
3	$11,070.00	$22,140.00	$0
4	$11,070.00	$33,210.00	$4,391.00
5	$10,715.00	$43,925.00	$15,106.00
7	$10,080.00	$54,005.00	$25,186.00
9	$15,330.00	$69,335.00	$40,516.00
6	$63,520.00	$132,855.00	$104,036.00

Based upon our past experience, availability of funds, the lowest bid submitted, and desire to fully capture all available CDBG grant funds, we recommend awarding a contract for the **Senior Center HVAC Improvements – CDBG Project** to **Stuart Mechanical**, 2275 N. Opdyke Road, Suite A, Auburn Hills, MI 48326 in the amount of **$33,210.00** for the replacement of RTU 1, 3 and 4. If council wishes to allocate additional funds to this project, we would certainly support the motion.

Additionally, A/E fees for this project are estimated at $10,000 and are not eligible for CDBG funds, therefore total estimated cost to City for this project is estimated at $14,391.

If you have any questions or require any additional information, please advise.

Sincerely,

Scott P. Kelley, RA, NCARB

DISCUSSION FEBRUARY 9, 2023 CITY COUNCIL MEETING

f. Senior Activity Center Roof Top Unit Replacement

Mr. Ragsdale shared that one of the nine (9) rooftop HVAC units at the Senior Activity Center had failed. It needed to be replaced. The funding would come out from the Building and Grounds Fund.

Discussion was had on possibly using some CDBG monies. City Manager Leven stated that CDBG funding could not be used this year but maybe next year we could apply for CDBG funding. Mr. Vigneron stated that approximately five (5) years ago CDBG funding did cover the replacement of two (2) HVAC units at the Senior Activity Center. Council Member Kalka suggested that we apply for CDBG funding to replace additional HVAC units next year.

Motion by O'Dell supported by Kalka to approve $19,800 for the replacement of HVAC Unit #8 at the Senior Activity Center and that Ingersoll Mechanical be awarded the contract to do so. AYES: Carnagie, Kalka, O'Dell, Schornak, Sutherland NAYS: None Motion Carrie

Fraser City Council Agenda Item

SUBJECT TITLE:	REVISED Garfield Road Cost Share Agreement	**DATE SUBMITTED:**	1/24/2024
PREPARED BY:	Elaine Leven, City Manager	**NEW OR RETURNING:**	New

SUMMARY OF REQUEST

County Highway Engineer Scott Wanagat informed me that the original cost estimate for the Garfield Road project was done in 2021. The construction cost estimate increased with post-Covid related industry cost increases and is reflected in this updated cost share agreement. Standard preliminary engineering, construction engineering, and administrative costs increased proportionally with their percentage of the increased construction cost as well as the federal funding participation to maintain the standard funding splits for FAC projects. The original cost we approved in December 2023 for the City was $1,269,125. The revised amount is $1,915,252. The county submitted the cost share with the initial TIP application costs before receiving updated construction costs from design. They did not expect the increase to be as much as it was. It was necessary to get the agreement in place as they were incurring costs for design. I provided the following information at the December meeting:

Planning has been in place for the Garfield Road improvements, which include widening, easements, drainage, and surface improvements to Garfield Road from 14 Mile Road to 15 Mile Road, with work to be done in 2024. We are responsible for 50% of the project costs, which the county has estimated at $1,269,125. I have had previous discussions with representatives from Fraser Public Schools about contributing a portion of the funding to help with the project as they are a significant entity that drives the need for the project and will directly benefit from it.

ATTACHMENTS

REVISED GARFIELD ROAD COST SHARE AGREEMENT

RECOMMENDED MOTION(S)

Motion to approve Revised Garfield Road Cost Share Agreement with Macomb County in the estimated amount of $1,915,252.

COST SHARE AGREEMENT

This Agreement entered into this 25th day of January, 2024, by and between the Macomb County Department of Roads, hereinafter referred to as "COUNTY"; and the City of Fraser, hereinafter referred to as "CITY". This Cost Share Agreement rescinds and replaces the previously-approved agreement dated November 27, 2023.

WHEREAS, COUNTY and CITY initiated a project to reconstruct Garfield Road within CITY, and

WHEREAS, COUNTY has adopted policies relating to CITY' participation in primary and local road projects, and

WHEREAS, COUNTY has agreed with CITY to have the project engineered, constructed, inspected and placed in service, and

NOW, THEREFORE, in order to save public funds and expedite the project, COUNTY and CITY agree to carry out the project under a single contract according to the following terms and conditions:

1. The project termini are:

    - Garfield Road from 14 Mile Road to 15 Mile Road

2. The total project shall be defined as, but not necessarily include:

    - Required material
    - Contract cost
    - Survey, engineering plans, testing and field staking
    - Labor and equipment rental charges
    - Overhead and fringe benefits
    - Right of way acquisition
    - Preliminary and construction engineering
    - Signing and pavement marking
    - Other labor, materials, etc. to provide a complete project

3. The following cost sharing proportions have been agreed to (Exhibit A):

    - CITY share: Fifty percent (50%) of all project costs after federal funding is applied

    - COUNTY share: Fifty percent (50%) of all project costs after federal funding is applied

4. Funds provided by CITY shall be paid in full to COUNTY prior to the start of the project.

5. This agreement covers all related project costs incurred from inception through completion of project. COUNTY, at the request of CITY after completion of said project, will furnish CITY with a statement of actual costs of the project and will remit all collected monies exceeding the total cost of the project including overhead and fringe benefits or collect any additional monies necessary to meet the total cost of the project.

6. Overhead and fringe benefits applied shall be at a rate as determined on an annual basis. This rate is subject to change annually based upon actual costs incurred from the prior year and shall be applied to those costs incurred for that particular period.

7. CITY, COUNTY, the County of Macomb, their officers, agents, employees and consultants will be listed as additional insureds on the Contractor's insurance policy for general liability, automobile liability, excess coverage and worker's compensation.

8. COUNTY agrees to obtain authorization for additional expenditures beyond the limits of the Construction Contract from CITY prior to committal of same.

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date set forth above.

WITNESS **MACOMB COUNTY**

_____ _____
John Paul Rea, AICP, Deputy County Executive

WITNESS **CITY OF FRASER**

_____ _____
Michael Lesich, Mayor

EXHIBIT A
ESTIMATED COST
GARFIELD ROAD FROM 14 MILE TO 15 MILE ROAD
WORK ORDER #1972

WORK ORDER SUFFIX	DESCRIPTION	AMOUNT	COST SHARE (after federal funding applied)
A	Preliminary Engineering (10%)	$830,000	50% CITY 50% COUNTY
B	Right of Way Costs	0	
C	Construction Engineering and Inspection (15%)	1,245,000	50% CITY 50% COUNTY
D	Sign and Pavement Markings	0	
E	Construction Cost	8,300,000	50% CITY 50% COUNTY
E	Administration Fee (3%)	249,000	50% CITY 50% COUNTY
F	Design Contract and Testing Costs	0	
M	Signal Costs	0	
	Total Project Cost	$10,624,000	
	Less Federal Funding	6,793,495	
	Total Project Cost to be Shared	$3,830,505	50% CITY 50% COUNTY

BREAKDOWN OF PARTICIPANT TOTALS:

City of Fraser (50%): $1,915,252 (Advance Deposit Due $415,000)*

Macomb County Department of Roads (50%): $1,915,253

**** Please note that Macomb County Department of Roads will require payment of your advance deposit of $415,000 to partially cover preliminary engineering costs at the time of your approval of this agreement. When bids are received for this project, we will notify you that the balance of your cost share amount ($1,500,252) is due. If the bid is significantly higher or lower that the estimated construction cost in this Exhibit, we will offer a modified Cost Share Agreement to reflect that new construction cost and breakdown of cost sharing. Checks should be submitted to our Finance Department at 117 South Groesbeck Highway, Mt. Clemens, MI 48043. Costs used in this agreement are estimated and you will be responsible for your share of the actual costs incurred. Thank you.***

Fraser City Council Agenda Item

SUBJECT TITLE:	Leaf Pickup Program	DATE SUBMITTED:	1/30/24
PREPARED BY:	Mark Ragsdale	NEW OR RETURNING:	New

SUMMARY OF REQUEST

Currently, the City of Fraser offers a leaf pickup program in which the residents can rake or blow their leaves from their entire yard out to the street and the D.P.W. will pick them up and dispose of them. To perform this work, the DPW utilizes two leaf machines, a 1995 model and a 2007 model, both are constantly breaking down and to the point where they are costing more money than they are worth. The 2007 model is currently in the repair shop and an estimate was given of $13,225.91 to repair. The original cost of the machine was $38,600.00. This repair would need City Council approval. The Director of Public Works would like City Council to give direction of the leaf program based on the following options:

#1. Discontinue the program in its entirety.

Reasons to discontinue the program:

- When the program was started the DPW had 24 full-time employees with 2 newer leaf machines, now the DPW has 10 full time employees. With the current equipment it takes 6 full-time employees 2 months to perform this service.
- The current machines we have are 29 and 17 years old and cost more money to keep running than they are worth.
- To replace both machines could cost approximately $300,000.
- We are paying for a service that is already paid for in the compost pickup by GFL.
- The leaves get raked into the street and fill and clog the catch basins requiring additional work to be performed by an already limited DPW staff.
- Most cities no longer offer this program due to the huge number of resources it takes to perform.
- Program uses public funds to do private work.

#2. Keep making repairs to 29- and 17-year-old leaf machines that are not worth putting the money into.

- The machines are so old that the vendors will no longer offer us a trade-in on new equipment.
- The 2007 model was purchased for $38,600.00 and will now cost $13,225.91 (that we know of) to repair what is currently wrong with it.
- Last year it was very rare that both leaf machines were up and running at the same time as one of them was always in the shop for repairs.

#3. **Replace one or both units with a new trailer mounted unit at the cost of $139,000.00 each.**

- The old machines take 3 people to operate: one to drive the truck, one to work the suction tube and one to rake the leaves to the tube. The new model will only take 2 people to operate, one to drive the truck and one to operate the tube from a seat mounted on the side of the unit with a joystick that controls the tube with a longer reach than the older models.

#4. Replace one or both machines with a new truck mounted unit at the cost of $275,933.00 each.

- The new truck mounted machine only requires one person to operate the entire system.

#5. Replace one machine with the new truck mounted system at the cost of $275,933.00, repair the 2007 trailer mounted model at the cost of $13,225.91, use this machine as a backup, and auction off the 1995 trailer mounted model.

#6. **Replace one machine with the new trailer mounted system at the cost of $139,000.00, repair the 2007 trailer mounted model at the cost of $13,225.91, use this machine as a backup, and auction off the 1995 trailer mounted model**.

BUDGET IMPACT

☒Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount**: $13,225.91** for repair, **$139,000.00** for new trailer mounted unit, **$275,933.00** for new truck mounted unit.

Account Number(s): 661-596-930.000 for repair, 661-596-972.000 or Rubbish Fund for new capital purchases

Requires Budget Amendment:	☒NO	☐YES - Amount:
Requires Reoccurring Charges:	☒NO	☐YES - Amount:
Requires Travel Expenses:	☒NO	☐YES - Amount:
Offset by Grant Funding:	☒NO	☐YES - Amount:

Additional Information: If the repair is made it would happen now and come out of equipment repairs 661-596-930.000, any purchases made would be budgeted for in the new FY 24-25 budget.

ATTACHMENTS

1. 2007 LEAF LOADER BID DOCUMENT SHOWING ORIGINAL PURCHASE AND AGE OF CURRENT EQUIPMENT.
2. REPAIR QUOTE FROM MTECH FOR 2007 TRAILER MOUNTED UNIT.
3. BROCHURE FROM BELL EQUIPMENT ON 2023 TRAILER MOUNTED MODEL.
4. QUOTE FROM BELL EQUIPMENT FOR 2023 TRAILER MOUNTED MODEL.
5. BROCHURE FROM BELL EQUIPMENT OF 2024 TRUCK MOUNTED UNIT.
6. QUOTE FROM BELL EQUIPMENT FOR 2024 TRUCK MOUNTED UNIT.

RECOMMENDED MOTION(S)

Motion to direct DPW Superintendent to proceed as decided by City Council.

City of Fraser

31250 KENDALL • FRASER, MICHIGAN 48026

From the Office of
BERNARD J. VAN FLETEREN
PUBLIC WORKS SUPERINTENDENT
WATER & SEWER
PH: (586) 293-1977
FAX: (586) 294-8909

MEMORANDUM:

To: Jeffrey Bremer, City Manager

FROM: Bernard J. Vanfleteren, Public Works Superintendent

DATE: January 17, 2006

RE: **Leaf Program**

During the fall of 2005, approximately $25,000.00 was spent by the City to conduct the annual Leaf Pickup Program for residents. The following break down outlines the estimated cost for the fiscal year of 2006-2007.

TOTAL LABOR: = **$16,412.58**
This figure is based on the hourly wages of all DPW employees that worked on the 2005 Leaf Program.

DUMPSTER SWITCH OUT: = **$8,835.00**
This figure is based on the total charges for the 31, thirty yard leaf dumpsters @ 285.00 each that were switched out for the 2005 Leaf Program from September 1, 2005 to present.

MISCELLANEOUS CHARGES: = **$500.00**
This is an estimated figure based on miscellaneous supplies such as rakes, shovels, etc. that were purchased for the 2005 Leaf Program.

EQUIPMENT: = **$40,000.00**
Purchase of a new machine for leaf pick up.

TOTAL ESTIMATED COST FOR FISCAL YEAR 2006-2007 RESIDENTIAL FALL LEAF PROGRAM (COST DOES NOT INCLUDE LABOR AND OPERATIONAL COST FOR STREET SWEEPER): $65,747.58

City of Fraser

31250 KENDALL • FRASER, MICHIGAN 48026

From the Office of
BERNARD J. VAN FLETEREN
PUBLIC WORKS SUPERINTENDENT
WATER & SEWER
PH: (586) 293-1977
FAX: (586) 294-8909

MEMORANDUM

TO: Jeff Bremer, City Manager
FROM: Bernard J. VanFleteren, Public Works
DATE: July 27, 2007

RE: **BID RECOMMENDATION – VACUUM LEAF LOADER**

Bids were received on Wednesday, July 25, 2007 for the purchase of one vacuum Leaf Loader. Bids were mailed out to (3) three companies. Two bids were received but the lowest bidder didn't meet bid specifications. We received a bid from Bell Equipment for the purchase price of $38,600.00.

This has a budget item of 2007-2008 budgets. The old vacuum leaf loader was brought in 1995-1996. In the bid offer it stated lease or purchase, which Council asked for. There also was a memo that DPW provided in 2006-2007 for the cost of the program.

Therefore, my recommendation is to accept the bid from Bell Equipment Company in the amount of $38,600.00 for the purchase of the vacuum leaf loader, as long as Council feels we can provide this service.

attachment

BJV

City of Fraser

CENTENNIAL COMMUNITY

MAYOR
Marilyn Lane

CITY MANAGER
Jeffrey A. Bremer

ASST. CITY MANAGER
Pamela J. Lavers

COUNCIL
Janice A. B. Wilson, Mayor Pro-Tem
Dan Accavitti
Doug Hagerty
William A. Morelli
Mary L. Peterson
John A. Sexauer

BIDDER'S LIST

Project: VACUUM LEAF LOADER

Bid Opening Date & Time: 7-25-07 @ 10 AM

Location of Bid Opening: City HALL

Company's Name	Bid Amount	Bid Order
BELL EQUIPMENT	38,600.00	2
W.F. MILLER	30,988	1

1st Source Bank

ENVIRONMENTAL EQUIPMENT FINANCING
2917 Mariposa Place
Fort Wayne, IN 46818
Phone: 260-490-9014 Fax: 260-490-8016

TO: Dan Bell
Bell Equipment

FROM: Carolyn "Charlie" McNeill,
Vice President - Environmental Equipment Financing

July 24, 2007

Municipal Leasing Proposal for: City of Fraser

EQUIPMENT: Vacuum Leaf Loader Model SCL800TM25

EQUIPMENT COST: $38,600.00

COMMENCEMENT: To be determined

STRUCTURE: Municipal Lease Purchase

PURCHASE OPTION: $1.00

FEES: None

PREPAYMENT PENALTY: None

Term	1ST Payment Due	Payment	RATE
3 Annual Payments in Advance	At signing	$13,513.73	5.0%
3 Annual Payments in Arrears	1 Year from signing	$14,205.12	5.0%
4 Annual Payments in Advance	At signing	$10,282.80	5.0%
4 Annual Payments in Arrears	1 Year from signing	$10,915.05	5.0%
5 Annual Payments in Advance	At signing	$8,508.95	5.0%
5 Annual Payments in Arrears	1 Year from signing	$8,944.28	5.0%

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date of this quotation, and subject to credit approval.

Suction Inlet	Located on curb side of unit using barrel style inlet which allows the hose to swivel left or right with ease and allows the hose to be locked in the traveling position without opening the housing.
CFM	22,000
Intake Hose	16" diameter x 100" long. Heavy duty wire reinforced 3/8" thick flexible rubber hose.
Hose Boom	Hydraulically controlled with an electric operated hydraulic pump.
Boom Controls	100% waterproof marine-style switch on the curb nozzle.
Hoist Hydraulics	Gear Driven hydraulic pump connected directly to the engine. Control valve for hoist is located in the front of the unit for easy access.
Dumping Hoist	Uses a Crysteel scissor style hoist capable of dumping.40, 000 pounds.
Box Container	Self dumping container constructed of 12 gauge steel with vented top and side hinge rear doors that lock in the open position for dumping.
Vented Top Screens	Easily removable ½" expanded steel mesh screens are located on the top of the box container.
Fuel Tank	30 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene.
Paint	White paint. All metal parts are thoroughly cleaned, primed, painted, and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables, and grease fittings are not painted.
Options	1. Air exhaust scoop on hopper roof to direct exhaust air towards rear of unit. 2. Hydraulic parking jack in lieu of manual jack. 3. Remote electric engine throttle with controls on suction nozzle handle.

PURCHASING COST OR LEASING

*BELL EQUIPMENT COMPLIES WITH ALL SPECIFICATIONS, AS WE ARE BIDDING SPECIFIED UNIT

*TERMS ARE NET 30 DAYS FROM DATE OF DELIVERY

*PLEASE SEE ENCLOSED PROPOSAL FOR LEASING OPTION

SCL800TM SPECIFICATIONS

Engine	John Deere 4045T water cooled turbo diesel engine; 84 HP; 276 CID.
Air Cleaner	Dry element with pre-cleaner.
Radiator	Pressurized, heavy duty.
Radiator Screen	Constructed of ½" expanded flattened steel with steel mesh. Screen is hinged to allow for cleaning without powering down the engine.
Engine Controls	Mounted in clear view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-the-art circuit board for easier and more reliable connections. Gauges include: Tachometer, hour meter, volt meter and oil pressure gauge. Automatic safety shutdown for high temperature or low oil pressure.
PTO	Heavy duty 13" automotive style PTO and clutch.
Safety Engagement	PTO is equipped with a safety engagement system which prevents abrupt engagement of the PTO at high RPM's.
Drive Type	Direct, belt drive available.
Trailer Chassis	Heavy duty channel steel, formed and welded. Chassis is constructed of 3" x 8" tubular steel with a ¼" wall thickness.
Chassis Dimensions	
14 C.Y.	119" high x 101" wide x 190" long.
20 C.Y.	119" high x 101" wide x 240" long.
25 C.Y.	119" high x 101" wide x 288" long.
30 C.Y.	119" high x 101" wide x 348" long.
Axle(s) 14 CY	Dual 3.5 inch Torflex axle rated at 16,000 pounds with electric brakes.
20 CY	Triple 3.5 inch high speed towing axles rated at 18,000 pounds or dual 5" axles rated at 20,000 pounds with electric brakes.
25 & 30 CY	Triple 4 inch high speed towing axles rated at 27,000 pounds or dual 5" axles rated at 24,000 pounds with electric brakes.
Tires	LT 7.50 x 16, 8 ply tires for 14, 25, 30 and 20 CY (10K axle) units. LT 7.00 x 15", 6 ply tires for the 20 CY unit equipped with 6K axles.
Tow Tongue	Heavy duty tow bar with pintle eye hitch.
Parking Jack	Heavy duty side wind jack with steel foot.
Trailer Lighting	Stop and turn signals with turn signal indicators are standard. Mini-bar strobe light mounted at top of unit visible from 360 degrees.
Impeller	32" diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400.
Impeller Shaft	2.25" diameter.
Blower Housing	17 degree exhaust. Constructed of 10 gauge welded steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
Liners	Slip-in style which require no bolts. Made of ¼" abrasive resistant steel.
Suction Inlet	Located on curb side of unit using barrel style inlet which allows the hose to swivel left or right with ease and allows the hose to be locked in the traveling position without opening the housing.
CFM	22,000
Intake Hose	16" diameter x 100" long. Heavy duty wire reinforced 3/8" thick flexible rubber hose.
Hose Boom	Hydraulically controlled with an electric operated hydraulic pump.
Boom Controls	100% waterproof marine-style switch located on the curb nozzle.

Hoist Hydraulics	Gear driven hydraulic pump connected directly to the engine. Control valve for hoist is located in the front of the unit for easy access.
Dumping Hoist	Uses a Crysteel scissor style hoist capable of dumping 24,000 pounds for the 14CY, 36,000 pounds for the 20 CY and 40,000 pounds for the 25 and 30 CY units.
Box Container	Self dumping container constructed of 12 gauge steel with vented top and side hinge rear doors that lock in the open position for dumping. Available in 14, 20, 25 and 30 cubic yard capacities.
Vented Top Screens	Easily removable ½" expanded steel mesh screens are located on the top of the box container.
Fuel Tank	30 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene.
Empty Weight	14 CY-7,000 pounds; 20CY-7,900 pounds; 25 CY-8,500 pounds, 30CY-9000 pounds.
Gross Weight	14CY – 16,000 pounds; 20 CY-18,000/20,000 pounds; 25 and 30CY-24,000/27,000 pounds.
Paint	All metal parts are thoroughly cleaned, primed, painted and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fittings are not painted.

Municipal Products Since 1910

WARRANTY

ODB guarantees your machine against defects in workmanship and materials for one entire year. We do not warranty the engine, starter, alternator, generator, battery or any hydraulic power pack as they are covered under their manufactures individual warranties. Information concerning these warranties can be found in the UP-DATE section of the parts manual. (All warranty developments are handled by ODB but all warranty work is performed by the individual manufactures.) If any assistance or additional information is required, please contact ODB toll free at the numbers listed below. (Extended coverage requires an additional charge per year, and is invoiced as a separate item.)

The John Deere/Caterpillar diesel engine and the Auto PTO clutch have a 2-year warranty.

ODB guarantees that all repair parts will be available for a minimum of 25 years from date of sales. All parts are available direct from ODB (factory direct) so there will be no additional price mark up from any dealer or middleman. All parts can be delivered within one working day from the factory. ODB also performs any warranty work at your facility and will be on site within one working day from notification.

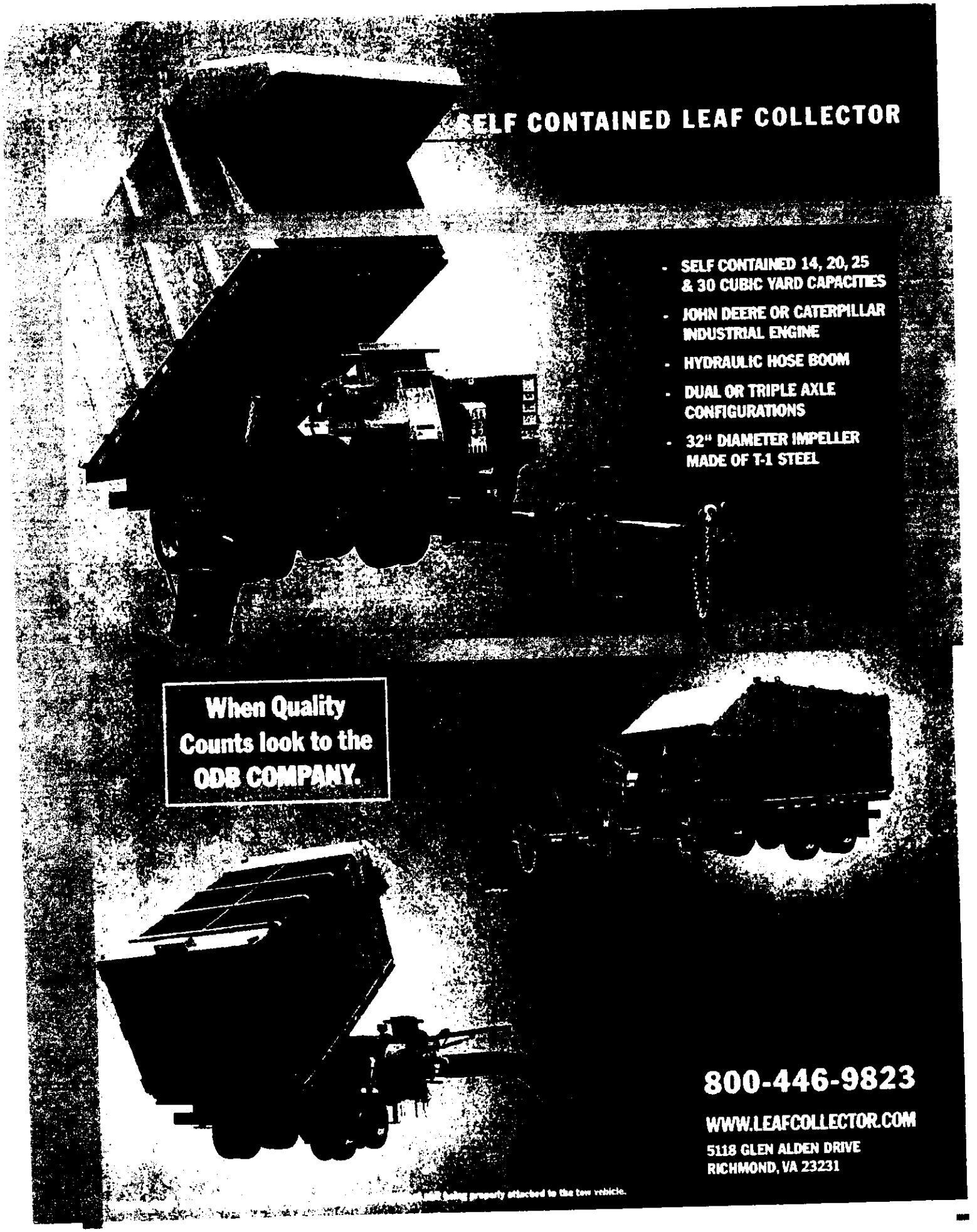
SAFETY

ODB manufactures its equipment to meet or exceed the specifications of the Occupational Safety and Health Act of 1970, to date.

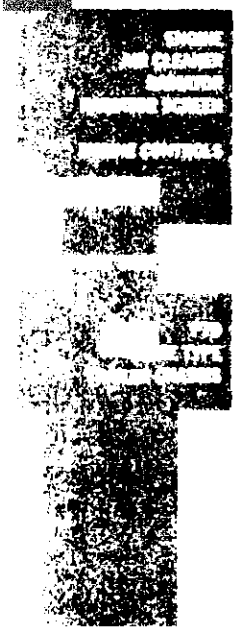
Main Office/Factory
5118 Glen Alden Drive
Richmond, VA 23231
800-446-9823

Northeast Office
41 Brookside Drive
Saratoga Springs, NY 12866
800-632-7989

Visit ODB on the Web
www.odbco.com


SELF CONTAINED LEAF COLLECTOR
- SELF CONTAINED 14, 20, 25 & 30 CUBIC YARD CAPACITIES
- JOHN DEERE OR CATERPILLAR INDUSTRIAL ENGINE
- HYDRAULIC HOSE BOOM
- DUAL OR TRIPLE AXLE CONFIGURATIONS
- 32" DIAMETER IMPELLER MADE OF T-1 STEEL
When Quality Counts look to the ODB COMPANY.
800-446-9823
WWW.LEAFCOLLECTOR.COM
5118 GLEN ALDEN DRIVE
RICHMOND, VA 23231

GENERAL SPECIFICATIONS



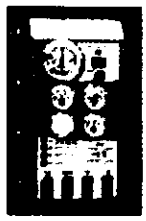
- John Deere 4045T 84HP water-cooled turbo diesel or Caterpillar model 3054 85HP water-cooled diesel engine.
- Dry element with pre-cleaner.
- Pressurized, heavy duty.
- Constructed of 1/2" expanded flattened steel with steel mesh. Screen is hinged to allow for cleaning without powering down the engine.
- Mounted in clear view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-the-art circuit board, with circuit breakers, for easier and more reliable connections. Gauges include: Tachometer, hour meter, voltmeter and oil pressure gauge. All engine-monitoring gauges are illuminated. Automatic shut down for high temperature, low oil pressure and incorrect inspection door closure, with indicator lights is included.
- Engine is covered by a custom sheet metal enclosure constructed of 16-gauge steel. The enclosure has front and rear access doors, which are louvered for proper air circulation. Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.
- Heavy duty 13" automotive style PTO and clutch with safety engagement system.
- Direct with 2.25" diameter shaft, belt drive available.
- Heavy-duty channel steel, formed and welded. Chassis is constructed of 3" x 8" tubular steel with a 1/4" wall thickness.

  Chassis Dimensions

  14 C.Y. 119" high x 101" wide x 190" long.
  20 C.Y. 119" high x 101" wide x 240" long.
  25 C.Y. 119" high x 101" wide x 288" long.
  30 C.Y. 119" high x 101" wide x 348" long.

  Axle(s) 14 CY - Dual 3.5-inch high speed towing axles rated at 16,000 pounds.
  20 CY - Triple 3.5-inch high speed towing axles rated at 18,000 pounds or dual 5" axles rated at 20,000 pounds with electric brakes.
  25 & 30 CY - Triple 4.5-inch high speed towing axles rated at 27,000 pounds or dual 5" axles rated at 24,000 pounds with electric brakes.
- LT 7.50 x 16, 8-ply tires for the 14, 20 (with dual axles). 25 & 30 CY units. LT 7.00 x 15, 6 ply tires for the 20 CY triple axle unit.
- Heavy duty 6" x 6" x 1/4" wall thickness tow bar with pintle eye hitch.
- Heavy duty side wind jack with steel foot.
- Stop and turn signals with turn signal indicators are standard. Dual strobes mounted in the rear.
- 32" diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400. The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible. This makes for the strongest and longest lasting impeller on the market.
- 2.25" diameter.
- 17-degree exhaust. Outer housing is constructed of 10 gauge welded steel, front and back plates are 7-gauge steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
- Slip-in style which require no bolts. Made of 1/4" abrasive resistant steel.
- Located on curbside of unit using barrel style inlet, which allows the hose to swivel left or right with ease and allows the hose to be locked in the traveling position without opening the housing.
- 22,000
- 16" diameter x 100" long. Heavy-duty wire reinforced 3/8" thick flexible rubber hose.
- Hydraulically controlled with an electric operated hydraulic pump. Boom pivots on two 1.5" diameter two-bolt flange bearings for effortless movement. The boom pivots forward to lock into travel position. Hydraulic cylinder is 1.5" diameter, with a minimum stroke length of 12 inches.
- 100% waterproof marine-style switch located on the intake nozzle.
- Gear driven hydraulic pump connected directly to the engine. Control valve for hoist is located in the front of the unit for easy access.
- Uses a Crysteel scissor style hoist capable of dumping 24,000 pounds for the 14CY, 40,000 pounds for the 20 CY and 45,000 pounds for the 25 and 30 CY units.
- Self-dumping container constructed of 12-gauge steel with vented top and side hinge rear doors that lock in the open position for dumping. Available in 14, 20, 25 and 30 cubic yard capacities.
- Easily removable 1/2" expanded steel mesh screens are located on the top of the box container. Two screens for the 14 & 20 CY units and three screens for the 25 & 30 CY units.
- 30 gallon capacity fuel tank manufactured of 1/4" thick roto-molded polyethylene.
- 14 CY-7,000 pounds; 20CY-7,900 pounds; 25 CY-8,500 pounds, 30CY-9000 pounds.
- 14 CY-16,000 pounds; 20 CY-18,000/20,000 pounds; 25 and 30CY- 24,000/27,000 pounds
- All metal parts are thoroughly cleaned, primed, painted and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fittings are not painted.

The top of the box container has easily removable 1/2" expanded steel mesh screens with an additional 1/8" metal screening on the inside of the box for proper ventilation. The screens slide into a channel and bolt into place for easy removal.



Engine Controls are connected via a state-of-the-art circuit board with circuit breakers. An electrical relay is used to prevent the electrical system from external loads.

All units are available in dual axle configurations for better turning radiuses.

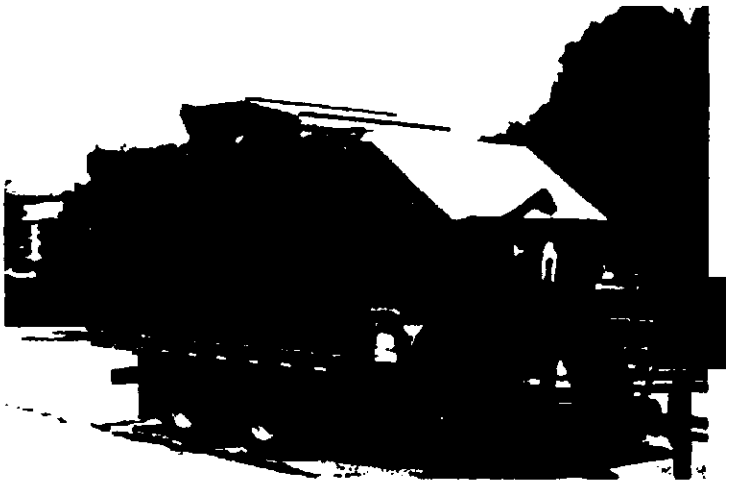
Intake hose is locked securely in place by a heavy duty clamp, no need to remove hose for transport.

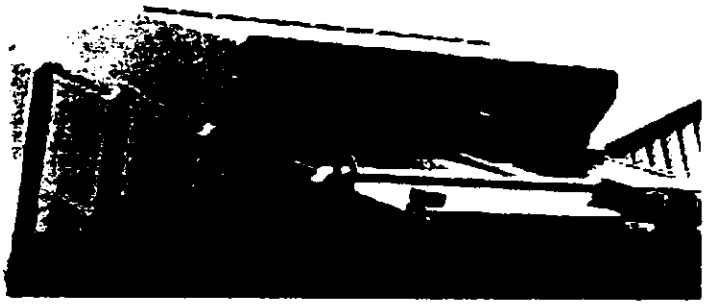
Heavy duty side hinged rear doors that open with ease and can be locked into place while dumping. The rear doors open and close via dual cam type lock rods with keeper locks to assure a strong, tight fit.

ODB uses scissor style hoists rated up to 45,000 pounds that are power up and power down which permits easier load elevation and greater stability than telescopic cylinders.

HOOD SCOOP

An add-on option for your ODB SCL800TM leaf collector





Do your workers get covered in dust and debris during leaf vacuuming? In dry environments this is a common problem. The hood scoop deflects the exhausted debris to the rear of the unit, away from the workers, tow vehicle and the driver.

The hood scoop will fit virtually all SCL800's made after 1992 and attaches using the same bolt holes used for the exhaust screens. The hood scoop measures 73" long x 86" wide and is 16" tall.

The hood scoop is constructed of 11-gauge steel panels. There are four top panels and two side panels bolted together using 3/8" bolts. The top panel is reinforced with two 11-gauge x 3" wide steel braces.

ODB COMPANY

5118 Glen Alden Drive - Richmond, VA 23231 - www.leafcollector.com

800-446-9823

City of Fraser

31250 KENDALL • FRASER, MICHIGAN 48026

From the Office of
BERNARD J. VAN FLETEREN
PUBLIC WORKS SUPERINTENDENT
WATER & SEWER
PH: (586) 293-1977
FAX: (586) 294-8909

Because of the high costs associated with this program, it is my recommendation that the City discontinue the annual Leaf Pickup Program. Residents would still be able to dispose of their leaves by placing them out in open trash containers or in brown paper recyclable bags for pickup by Rizzo Services.

I did speak with Don Barretta of Rizzo Services to see if there would be an additional cost for an increase in leaf pick ups. I was told that there would be an additional cost of approximately $4,000.00 per week which would cover the collection, transportation and disposal of the additional leaves that will be generated due to our department discontinuing the leaf pick up program. We may also shorten the program length to reduce costs.

RIZZO SERVICES: **$36,000.00**
This figure is an estimated figure based upon the
Proposal from Rizzo Services for the leaf pick up if
the City were to discontinue the service.
Leaf pick up costing $4000.00 per week for approximately
9 weeks starting the first week in October, lasting until
the first week in December.

Please see the following for additional information regarding Rizzo Services proposal for leaf pick up.

BJV/ck

Bel
Equipment Company

Main Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Branch Office:
1250 Randolph S.W.
Grand Rapids, Michigan 49507
Phone: (616) 245-1111
Fax: (616) 245-2622

EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AFFIRMATIVE ACTION PLAN

I. PURPOSE

The purpose of our Affirmative Action Policy is to outline a set of specific and results-oriented procedures to which the Company is committed. These procedures coupled with good faith efforts will assure equal employment opportunity.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of this Company, to work continually to improve the recruitment, employment, development and promotional opportunity of all employees. It is also the goal of this Company to seek replacement employees from minority groups whenever possible. It is the policy of this company to establish and vigorously administer an Affirmative Action Plan to ensure that there be no discrimination in promotion of employees based on race, color, creed, religion, age, sex or national origin. Actions will include but not be limited to the following areas: All employment; upgrading, demotion or transfers; recruitment or recruitment advertising; layoff, termination or return from layoff; rates of pay, benefits or other forms of compensation; and selection for employment and training.

It is the personal responsibility of each management employee to ensure that this policy is implemented.

J. S. Beal _____ Signature

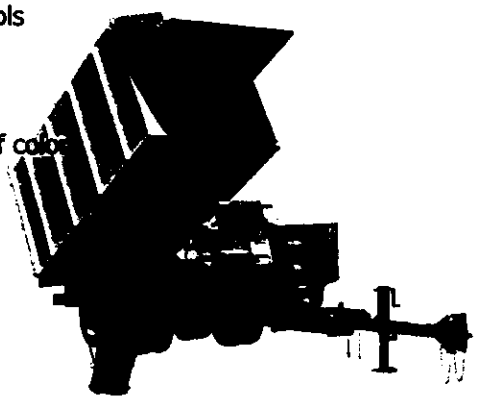
President _____ Title

Bell
Equipment Company
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000 · Toll Free: (866) 597-0716
Fax: (248) 370-0011

REMIT TO:
Drawer #1282
P.O. Box 79001
Detroit, MI 48279-1282

BELL EQUIPMENT COMPANY IS PLEASED TO QUOTE THE FOLLOWING EQUIPMENT:

- ODB Self-contained Vacuum Leaf loader model SCL800TM25
- Quality tab and slot construction technique used throughout the manufacturing process
- Quality nylon nuts & bolts and stainless steel rivets used throughout
- Blower housing is constructed out of 10-gauge steel
- Replaceable slip-in ¼" thick abrasion resistant steel liners
- Clean-out door with engine safety switch
- Adjustable transition from blower housing to receiver box
- 32" diameter suction fan with six 3/8" thick T-1 steel blades
- Suction fan is driven directly from the engine PTO
- Suction hose: 16" dia. x 100" long stored toward the front of the unit
- Suction hose is connected to a barrel style inlet that incorporates two flange bearings
- Bearing supported hydraulic overhead boom powered by an electric/hydraulic pump
- John Deere 4045T 84 HP diesel engine
- 13" clutch assembly with a 2-1/4" diameter PTO
- Safety engagement PTO system to prevent rapid engagement
- Hinged secondary radiator screen constructed from 1" expanded metal & 1/8" hardware cloth
- 40-gallon polyethylene fuel tank
- Illuminated tachometer, hour meter, ammeter, temperature & oil pressure gauge
- High temperature / low oil pressure engine safety shutdown system
- LED indicator lights to show what function caused the engine to shutdown
- State of the art circuit board technology for all electrical functions
- Fully enclosed custom engine compartment with removable front & rear louvered doors
- Trailer mainframe is constructed from 3" x 8" structural tubing
- Hopper is constructed out of 12-gauge steel with channel cross members connecting the sides
- Hopper capacity is 25 cubic yards
- Top of the hopper is equipped with replaceable exhaust screens
- Rear doors are side hinged for easy access into the hopper
- Hopper has a 53,200 lb. capacity twin cylinder hydraulic dumping hoist that tips to 52°
- A hydraulic pump coupled to the auxiliary drive of the engine powers hydraulic hoist
- Single tired triple axles rated for 27,000 pounds support trailer
- Electric brakes on all wheels with a breakaway actuator
- 6" x 6" square tubing trailer that slides into a receiver tube
- H.D. height adjustable pintle eye with three quick release pins requiring no tools
- Manual parking jack with drop footpad
- DOT trailer lights and two oval LED flasher lights at the rear
- Manuals on cd-rom and hard copy along with training video
- All components pre-painted with Sikken paint – main unit: Customer choice of color
- Trailer frame, tongue and underside of hopper painted: Gloss Black



Delivered Cost of Unit $34,000
Lead-time is approximately 75-90 days ARO

Options:

1. Belt driven impeller in lieu of direct drive, add $2,800.00
2. **Air exhaust scoop on hopper roof to redirect exhaust air towards rear, add $1,800.00**
3. BE Series (bottom exhaust) to redirect all exhausted air to bottom of unit, add $5,800.00

Bell
Equipment Company
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000 · Toll Free: (866) 597-0716
Fax: (248) 370-0011

REMIT TO:
Drawer #1282
P.O. Box 79001
Detroit, MI 48279-1282

4. Self-cleaning rotary radiator screen in lieu of standard, add $1,600.00
5. **Hydraulic parking jack in lieu of manual jack, add $1200.00**
6. **Remote electric engine throttle with controls on suction nozzle handle. Add $700.00**

Thank you,

Dan Bell
Vice President
Bell Equipment Company

Delivered Cost of With City of Frasiers Chosen Options $38,600

Bell
Equipment Company

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
4137 Park Ave. West
Mansfield, Ohio 44903
Phone: (419) 589-2355
Fax: (419) 589-5525

July 25, 2007

City of Fraser
33000 Garfield Road
Fraser, MI 48026

To Whom It May Concern:

Bell Equipment Co is submitting our bid for the specified equipment, Vacuum Leaf Loader Model SCL800M25. We have taken NO exceptions and comply 100%, as we have bid the specified unit. Enclosed in the bid package is the following:

1. Invitation to Bid with Pricing
2. Vacuum Specifications – We Comply 100%
3. Quote to the City of Fraser for the SCL800TM25
4. Proposed Municipal Lease Purchase Document
5. Literature on the ODB SCL800TM25

Please call me with any questions you may have.

Thank you,

Dan Bell
Vice President
Bell Equipment Co.

City of Fraser

31250 KENDALL • FRASER, MICHIGAN 48026

From the Office of
BERNARD J. VAN FLETEREN
PUBLIC WORKS SUPERINTENDENT
WATER & SEWER
PH: (586) 293-1977
FAX: (586) 294-8909

MEMORANDUM

TO: Jeff Bremer, City Manager
FROM: Bernard J. VanFleteren, Public Works
DATE: July 27, 2007

RE: **BID RECOMMENDATION – VACUUM LEAF LOADER**

Bids were received on Wednesday, July 25, 2007 for the purchase of one vacuum Leaf Loader. Bids were mailed out to (3) three companies. Two bids were received but the lowest bidder didn't meet bid specifications. We received a bid from Bell Equipment for the purchase price of $38,600.00.

This has a budget item of 2007-2008 budgets. The old vacuum leaf loader was brought in 1995-1996. In the bid offer it stated lease or purchase, which Council asked for. There also was a memo that DPW provided in 2006-2007 for the cost of the program.

Therefore, my recommendation is to accept the bid from Bell Equipment Company in the amount of $38,600.00 for the purchase of the vacuum leaf loader, as long as Council feels we can provide this service.

attachment

BJV

INVITATION TO BID

City of Fraser
City Manager's Office
33000 Garfield Road
Fraser, MI 48026

(586) 293-3102
(586) 293-7470 fax

Bid Date: July 25, 2007
Date: 10:00

THIS IS NOT AN ORDER

You are invited to bid on the following item(s) subject to the terms and conditions set forth on the face and reverse side thereof. PLEASE SEAL AND MARK ENVELOPE AS TO THE ITEM BEING BID.

Note: All bids shall be returned to the City Manager's Office not later than *BID OPENING* date and time as listed. At which time bids will be opened and read aloud.

BID OPENING
date: Wednesday, July 25, 2007
time: 10 am

Quantity	Item Description	Unit Price	Total
1	SCL800TM25 VACCUUM LEAF LOADER Bell Equipment complies with all Specifications.	$38,600	$38,600

ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED:

BID ITEM: Vacuum Leaf Loader Model SCL800TM25
DUE: July 25, 2007 10:00 am

The City of Fraser reserves the right to accept or reject any or all bids, or split awards by item, unless otherwise stipulated, deemed to be in the best interest of the City.

Bidders Certification: It is hereby affirmed that the above bid has been made in accordance with terms and conditions set forth on the face and reverse side hereof and that the bidder will accept any awards made as a result of this quotation.

Please include affirmative action plan if available.

Created 8/97

Bell Equipment Co./Dan Bell
Name of Bidder

Signature of Authorized Person

Vice President
Title

248-370-0000
Telephone

Terms and Conditions

1) Inspection of delivery will be made at the delivery point unless otherwise specified.
2) All containers or reels are to remain the property of the buyer unless otherwise specified.
3) The buyer is exempt from any sales and excise tax.
4) The purchasing agent may grant additional time for delivery when the buyer is at fault or if he is satisfied the delivery is beyond the control of the vendor. Such grant must be in writing and made part of the order.
5) Rejected material will be returned to the vendor at the vendor's risk and expense.
6) Material must be properly packaged. Damaged material will not be accepted.
7) It is agreed that goods delivered shall comply will all Federal, State, or Local laws relative to thereto, and that the vendor shall defend actions or claims brought and save harmless the buyer free from loss, cost or damage by reason of actual or alleged infringements of latter's patent.
8) Bidder shall insert unit and total price opposite each item.
9) Trade discounts will be a factor in determining the successful bidder.
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14) The buyer reserves the right to reject any or all bids; to waive informality when in the opinion of the purchasing agent is to the best interest of the buyer to do so.
15) In case of default of the contractor, the buyer may procure the articles or services from other sources and charge the contractor as liquidated damages any excess cost of damage occasioned thereby.
16) Samples must be furnished where required.
17) Specifications or plans included with this bid shall be fully complied with.
18) Bidders are not permitted to take advantage of any errors or omissions in specifications, since full instructions will be given should they be called to our attention not less than two-working days before bids are due.

Please fill out face side, sign, and return one copy to:

City of Fraser
City Manager's Office
33000 Garfield Road
Fraser, MI 48026

VACCUUM LEAF LOADER MODEL SCL800TM25 OR EQUIVALENT

SPECIFICATIONS

Engine	John Deere 4045T water cooled turbo diesel engine: 84 HP; 276 CID.
Air Cleaner	Dry element with pre-cleaner.
Radiator	Pressurized, heavy duty.
Radiator Screen	Constructed of ½" expanded flattened steel with steel mesh. Screen is hinged to allow for cleaning without powering down the engine.
Engine Controls	Mounted in view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-art circuit board for easier and more reliable connections. Gauges include: Tachometer, hour meter, volt meter and oil pressure gauge. Automatic safety shutdown for high temperature or low oil pressure.
PTO	Heavy duty 13" automotive style PTO and clutch.
Safety Engagement	PTO is equipped with a safety engagement system which prevents abrupt engagement of the PTO at high RPM'S.
Drive Type	Direct, belt drive available
Trailer Chassis	Heavy duty channel steel, formed and welded. Chassis is constructed of 3" x 8" tubular steel with a ¼" wall thickness.
Chassis Dimensions	119" high x 101" wide x 288" long.
Axle(s)	Triple 4 inch high speed towing axles rated at 27,000 pounds and with electric brakes.
Tires	LT 7.50 x 16, 8 ply tires.
Tow Tongue	Heavy duty tow bar with pintle eye hitch.
Parking Jack	Heavy duty side wind jack with steel foot.
Trailer Lighting	Stop and turn signals with turn signal indicators are standard. Mini-bar strobe light mounted at top of unit visible from 360 degrees.
Impeller	32" diameter with 6 guesseted blades which are constructed of abrasive resistant T – 1 steel with a Brinell hardness exceeding 400.
Impeller Shaft	2.25" diameter.
Blower Housing	17 degree exhaust. Constructed of 10 gauge welded steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
Liners	Slip-in style which requires no bolts. Made of ¼" abrasive resistant steel.

Suction Inlet	Located on curb side of unit using barrel style inlet which allows the hose to swivel left or right with ease and allows the hose to be locked in the traveling position without opening the housing.
CFM	22,000
Intake Hose	16" diameter x 100" long. Heavy duty wire reinforced 3/8" thick flexible rubber hose.
Hose Boom	Hydraulically controlled with an electric operated hydraulic pump.
Boom Controls	100% waterproof marine-style switch on the curb nozzle.
Hoist Hydraulics	Gear Driven hydraulic pump connected directly to the engine. Control valve for hoist is located in the front of the unit for easy access.
Dumping Hoist	Uses a Crysteel scissor style hoist capable of dumping.40, 000 pounds.
Box Container	Self dumping container constructed of 12 gauge steel with vented top and side hinge rear doors that lock in the open position for dumping.
Vented Top Screens	Easily removable ½" expanded steel mesh screens are located on the top of the box container.
Fuel Tank	30 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene.
Paint	White paint. All metal parts are thoroughly cleaned, primed, painted, and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables, and grease fittings are not painted.
Options	1. Air exhaust scoop on hopper roof to direct exhaust air towards rear of unit. 2. Hydraulic parking jack in lieu of manual jack. 3. Remote electric engine throttle with controls on suction nozzle handle.

PURCHASING COST OR LEASING

*BELL EQUIPMENT COMPLIES WITH ALL SPECIFICATIONS, AS WE ARE BIDDING SPECIFIED UNIT

*TERMS ARE NET 30 DAYS FROM DATE OF DELIVERY

*PLEASE SEE ENCLOSED PROPOSAL FOR LEASING OPTION

1st Source Bank

ENVIRONMENTAL EQUIPMENT FINANCING
2917 Mariposa Place
Fort Wayne, IN 46818
Phone: 260-490-9014 Fax: 260-490-8016

TO: Dan Bell
Bell Equipment

FROM: Carolyn "Charlie" McNeill,
Vice President - Environmental Equipment Financing

July 24, 2007

Municipal Leasing Proposal for: City of Fraser

EQUIPMENT: Vacuum Leaf Loader Model SCL800TM25

EQUIPMENT COST: $38,600.00

COMMENCEMENT: To be determined

STRUCTURE: Municipal Lease Purchase

PURCHASE OPTION: $1.00

FEES: None

PREPAYMENT PENALTY: None

Term	1ST Payment Due	Payment	RATE
3 Annual Payments in Advance	At signing	$13,513.73	5.0%
3 Annual Payments in Arrears	1 Year from signing	$14,205.12	5.0%
4 Annual Payments in Advance	At signing	$10,282.80	5.0%
4 Annual Payments in Arrears	1 Year from signing	$10,915.05	5.0%
5 Annual Payments in Advance	At signing	$8,508.95	5.0%
5 Annual Payments in Arrears	1 Year from signing	$8,944.28	5.0%

The above rates and payment factors will be valid for a period of ninety (90) days from the date of this quotation, and subject to credit approval.

SCL800TM SPECIFICATIONS

Engine	John Deere 4045T water cooled turbo diesel engine; 84 HP; 276 CID.
Air Cleaner	Dry element with pre-cleaner.
Radiator	Pressurized, heavy duty.
Radiator Screen	Constructed of ½" expanded flattened steel with steel mesh. Screen is hinged to allow for cleaning without powering down the engine.
Engine Controls	Mounted in clear view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-the-art circuit board for easier and more reliable connections. Gauges include: Tachometer, hour meter, volt meter and oil pressure gauge. Automatic safety shutdown for high temperature or low oil pressure.
PTO	Heavy duty 13" automotive style PTO and clutch.
Safety Engagement	PTO is equipped with a safety engagement system which prevents abrupt engagement of the PTO at high RPM's.
Drive Type	Direct, belt drive available.
Trailer Chassis	Heavy duty channel steel, formed and welded. Chassis is constructed of 3" x 8" tubular steel with a ¼" wall thickness.
Chassis Dimensions	
14 C.Y.	119" high x 101" wide x 190" long.
20 C.Y.	119" high x 101" wide x 240" long.
25 C.Y.	119" high x 101" wide x 288" long.
30 C.Y.	119" high x 101" wide x 348" long.
Axle(s) 14 CY	Dual 3.5 inch Torflex axle rated at 16,000 pounds with electric brakes.
20 CY	Triple 3.5 inch high speed towing axles rated at 18,000 pounds or dual 5" axles rated at 20,000 pounds with electric brakes.
25 & 30 CY	Triple 4 inch high speed towing axles rated at 27,000 pounds or dual 5" axles rated at 24,000 pounds with electric brakes.
Tires	LT 7.50 x 16, 8 ply tires for 14, 25, 30 and 20 CY (10K axle) units. LT 7.00 x 15", 6 ply tires for the 20 CY unit equipped with 6K axles.
Tow Tongue	Heavy duty tow bar with pintle eye hitch.
Parking Jack	Heavy duty side wind jack with steel foot.
Trailer Lighting	Stop and turn signals with turn signal indicators are standard. Mini-bar strobe light mounted at top of unit visible from 360 degrees.
Impeller	32" diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400.
Impeller Shaft	2.25" diameter.
Blower Housing	17 degree exhaust. Constructed of 10 gauge welded steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
Liners	Slip-in style which require no bolts. Made of ¼" abrasive resistant steel.
Suction Inlet	Located on curb side of unit using barrel style inlet which allows the hose to swivel left or right with ease and allows the hose to be locked in the traveling position without opening the housing.
CFM	22,000
Intake Hose	16" diameter x 100" long. Heavy duty wire reinforced 3/8" thick flexible rubber hose.
Hose Boom	Hydraulically controlled with an electric operated hydraulic pump.
Boom Controls	100% waterproof marine-style switch located on the curb nozzle.

Hoist Hydraulics	Gear driven hydraulic pump connected directly to the engine. Control valve for hoist is located in the front of the unit for easy access.
Dumping Hoist	Uses a Crysteel scissor style hoist capable of dumping 24,000 pounds for the 14CY, 36,000 pounds for the 20 CY and 40,000 pounds for the 25 and 30 CY units.
Box Container	Self dumping container constructed of 12 gauge steel with vented top and side hinge rear doors that lock in the open position for dumping. Available in 14, 20, 25 and 30 cubic yard capacities.
Vented Top Screens	Easily removable ½" expanded steel mesh screens are located on the top of the box container.
Fuel Tank	30 gallon capacity fuel tank manufactured of ¼" thick roto-molded polyethylene.
Empty Weight	14 CY-7,000 pounds; 20CY-7,900 pounds; 25 CY-8,500 pounds, 30CY-9000 pounds.
Gross Weight	14CY – 16,000 pounds; 20 CY-18,000/20,000 pounds; 25 and 30CY-24,000/27,000 pounds.
Paint	All metal parts are thoroughly cleaned, primed, painted and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fittings are not painted.

Municipal Products Since 1910

WARRANTY

ODB guarantees your machine against defects in workmanship and materials for one entire year. We do not warranty the engine, starter, alternator, generator, battery or any hydraulic power pack as they are covered under their manufactures individual warranties. Information concerning these warranties can be found in the UP-DATE section of the parts manual. (All warranty developments are handled by ODB but all warranty work is performed by the individual manufactures.) If any assistance or additional information is required, please contact ODB toll free at the numbers listed below. (Extended coverage requires an additional charge per year, and is invoiced as a separate item.)

The John Deere/Caterpillar diesel engine and the Auto PTO clutch have a 2-year warranty.

ODB guarantees that all repair parts will be available for a minimum of 25 years from date of sales. All parts are available direct from ODB (factory direct) so there will be no additional price mark up from any dealer or middleman. All parts can be delivered within one working day from the factory. ODB also performs any warranty work at your facility and will be on site within one working day from notification.

SAFETY

ODB manufactures its equipment to meet or exceed the specifications of the Occupational Safety and Health Act of 1970, to date.

Main Office/Factory
5118 Glen Alden Drive
Richmond, VA 23231
800-446-9823

Northeast Office
41 Brookside Drive
Saratoga Springs, NY 12866
800-632-7989

Visit ODB on the Web
www.odbco.com

Bell
Equipment Company

Main Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Branch Office:
1250 Randolph S.W.
Grand Rapids, Michigan 49507
Phone: (616) 245-1111
Fax: (616) 245-2622

EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AFFIRMATIVE ACTION PLAN

I. PURPOSE

The purpose of our Affirmative Action Policy is to outline a set of specific and results-oriented procedures to which the Company is committed. These procedures coupled with good faith efforts will assure equal employment opportunity.

II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of this Company, to work continually to improve the recruitment, employment, development and promotional opportunity of all employees. It is also the goal of this Company to seek replacement employees from minority groups whenever possible. It is the policy of this company to establish and vigorously administer an Affirmative Action Plan to ensure that there be no discrimination in promotion of employees based on race, color, creed, religion, age, sex or national origin. Actions will include but not be limited to the following areas: All employment; upgrading, demotion or transfers; recruitment or recruitment advertising; layoff, termination or return from layoff; rates of pay, benefits or other forms of compensation; and selection for employment and training.

It is the personal responsibility of each management employee to ensure that this policy is implemented.

J. R. Bell _____ Signature

President _____ Title

Bell
Equipment Company

Michigan Office:
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000
Fax: (248) 370-0011

Ohio Office:
4137 Park Ave. West
Mansfield, Ohio 44903
Phone: (419) 589-2355
Fax: (419) 589-5525

July 25, 2007

City of Fraser
33000 Garfield Road
Fraser, MI 48026

To Whom It May Concern:

Bell Equipment Co is submitting our bid for the specified equipment, Vacuum Leaf Loader Model SCL800M25. We have taken NO exceptions and comply 100%, as we have bid the specified unit. Enclosed in the bid package is the following:

1. Invitation to Bid with Pricing
2. Vacuum Specifications – We Comply 100%
3. Quote to the City of Fraser for the SCL800TM25
4. Proposed Municipal Lease Purchase Document
5. Literature on the ODB SCL800TM25

Please call me with any questions you may have.

Thank you,

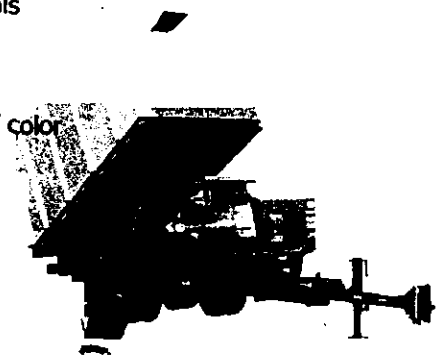
Dan Bell
Vice President
Bell Equipment Co.

Bell
Equipment Company
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000 · Toll Free: (866) 597-0716
Fax: (248) 370-0011

REMIT TO:
Drawer #1282
P.O. Box 79001
Detroit, MI 48279-1282

BELL EQUIPMENT COMPANY IS PLEASED TO QUOTE THE FOLLOWING EQUIPMENT:

- ODB Self-contained Vacuum Leaf loader model SCL800TM25
- Quality tab and slot construction technique used throughout the manufacturing process
- Quality nylon nuts & bolts and stainless steel rivets used throughout
- Blower housing is constructed out of 10-gauge steel
- Replaceable slip-in ¼" thick abrasion resistant steel liners
- Clean-out door with engine safety switch
- Adjustable transition from blower housing to receiver box
- 32" diameter suction fan with six 3/8" thick T-1 steel blades
- Suction fan is driven directly from the engine PTO
- Suction hose: 16" dia. x 100" long stored toward the front of the unit
- Suction hose is connected to a barrel style inlet that incorporates two flange bearings
- Bearing supported hydraulic overhead boom powered by an electric/hydraulic pump
- John Deere 4045T 84 HP diesel engine
- 13" clutch assembly with a 2-1/4" diameter PTO
- Safety engagement PTO system to prevent rapid engagement
- Hinged secondary radiator screen constructed from 1" expanded metal & 1/8" hardware cloth
- 40-gallon polyethylene fuel tank
- Illuminated tachometer, hour meter, ammeter, temperature & oil pressure gauge
- High temperature / low oil pressure engine safety shutdown system
- LED indicator lights to show what function caused the engine to shutdown
- State of the art circuit board technology for all electrical functions
- Fully enclosed custom engine compartment with removable front & rear louvered doors
- Trailer mainframe is constructed from 3" x 8" structural tubing
- Hopper is constructed out of 12-gauge steel with channel cross members connecting the sides
- Hopper capacity is 25 cubic yards
- Top of the hopper is equipped with replaceable exhaust screens
- Rear doors are side hinged for easy access into the hopper
- Hopper has a 53,200 lb. capacity twin cylinder hydraulic dumping hoist that tips to 52°
- A hydraulic pump coupled to the auxiliary drive of the engine powers hydraulic hoist
- Single tired triple axles rated for 27,000 pounds support trailer
- Electric brakes on all wheels with a breakaway actuator
- 6" x 6" square tubing trailer that slides into a receiver tube
- H.D. height adjustable pintle eye with three quick release pins requiring no tools
- Manual parking jack with drop footpad
- DOT trailer lights and two oval LED flasher lights at the rear
- Manuals on cd-rom and hard copy along with training video
- All components pre-painted with Sikken paint – main unit: Customer choice of color
- Trailer frame, tongue and underside of hopper painted: Gloss Black



Delivered Cost of Unit $34,000
Lead-time is approximately 75-90 days ARO

Options:

1. Belt driven impeller in lieu of direct drive, add $2,800.00
2. **Air exhaust scoop on hopper roof to redirect exhaust air towards rear, add $1,800.00**
3. BE Series (bottom exhaust) to redirect all exhausted air to bottom of unit, add $5,800.00

Bell
Equipment Company
78 Northpointe Drive
Lake Orion, Michigan 48359
Phone: (248) 370-0000 · Toll Free: (866) 597-0716
Fax: (248) 370-0011

REMIT TO:
Drawer #1282
P.O. Box 79001
Detroit, MI 48279-1282

4. Self-cleaning rotary radiator screen in lieu of standard, add $1,600.00
5. **Hydraulic parking jack in lieu of manual jack, add $1200.00**
6. **Remote electric engine throttle with controls on suction nozzle handle. Add $700.00**

Thank you,

Dan Bell
Vice President
Bell Equipment Company

Delivered Cost of With City of Frasiers Chosen Options $38,600

INVITATION TO BID

City of Fraser
City Manager's Office
33000 Garfield Road
Fraser, MI 48026

(586) 293-3102
(586) 293-7470 fax

Bid Date: July 25, 2007
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City of Fraser
City Manager's Office
33000 Garfield Road
Fraser, MI 48026

VACCUUM LEAF LOADER MODEL SCL800TM25 OR EQUIVALENT

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Blower Housing	17 degree exhaust. Constructed of 10 gauge welded steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.
Liners	Slip-in style which requires no bolts. Made of ¼" abrasive resistant steel.

City of Fraser

31250 KENDALL • FRASER, MICHIGAN 48026

From the Office of
BERNARD J. VAN FLETEREN
PUBLIC WORKS SUPERINTENDENT
WATER & SEWER
PH: (586) 293-1977
FAX: (586) 294-8909

MEMORANDUM

TO: Jeff Bremer, City Manager
FROM: Bernard J. VanFleteren, Public Works
DATE: July 27, 2007

RE: **BID RECOMMENDATION – VACUUM LEAF LOADER**

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Therefore, my recommendation is to accept the bid from Bell Equipment Company in the amount of $38,600.00 for the purchase of the vacuum leaf loader, as long as Council feels we can provide this service.

attachment

BJV

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Jeffrey A. Bremer

ASST MANAGER/CLERK
Pamela J. Lavers

MAYOR
Marilyn Lane

COUNCIL
Janice A. B. Wilson, Mayor Pro-Tem
Dan Accavitti
Doug Hagerty
William A. Morelli
Mary L. Peterson
John A. Sexauer

MEMORANDUM

ITEM # 8c

TO: Honorable Mayor and Members of City Council
FROM: City Manager's Office
DATE: August 2, 2007

RE: **VACUUM LEAF LOADER**

Attached you find the information relative to this item. As per directive, the DPW Superintendent also obtained leasing information for this piece of equipment. Based upon his submittal, a five year leasing option with a final purchase of $1.00 will cost $66,369.93. As you will note, the interest rate is 5% under the option presented. I am not sure that this is best rate available for this purchase and am not sure if the higher interest rate is due to the small amount to be financed. We are checking to see if there are cheaper rates available and will have more information at the meeting.

DPW Superintendent Van Fleteren will be present to discuss this item and answer any questions you may have.

Motion by _____, Seconded by _____,

TO: APPROVE/DENY THE BID FOR THE PURCHASE OF ONE VACUUM LEAF LOADER FROM BELL EQUIPMENT IN THE AMOUNT OF $38,600.

AYES:

NAYS: MOTION CARRIES/FAILS/TABLED

SELF CONTAINED LEAF COLLECTOR

SCL800TM

- SELF CONTAINED 14, 20, 25 & 30 CUBIC YARD CAPACITIES
- JOHN DEERE OR CATERPILLAR INDUSTRIAL ENGINE
- HYDRAULIC HOSE BOOM
- DUAL OR TRIPLE AXLE CONFIGURATIONS
- 32" DIAMETER IMPELLER MADE OF T-1 STEEL

When Quality Counts look to the ODB COMPANY.

THE ODB CO

800-446-9823

WWW.LEAFCOLLECTOR.COM

5118 GLEN ALDEN DRIVE
RICHMOND, VA 23231

* Units are shown for advertising purposes only. NEVER raise hoist without unit being properly attached to the tow vehicle.

SCL800TM

GENERAL SPECIFICATIONS

ENGINE
- John Deere 4045T 84HP water-cooled turbo diesel or Caterpillar model 3054 85HP water-cooled diesel engine.

AIR CLEANER
- Dry element with pre-cleaner.

RADIATOR
- Pressurized, heavy duty.

RADIATOR SCREEN
- Constructed of 1/2" expanded flattened steel with steel mesh. Screen is hinged to allow for cleaning without powering down the engine.

ENGINE CONTROLS
- Mounted in clear view and reachable with ease inside a hinged instrument panel. All gauges and engine wiring are connected to a state-of-the-art circuit board, with circuit breakers, for easier and more reliable connections. Gauges include: Tachometer, hour meter, voltmeter and oil pressure gauge. All engine-monitoring gauges are illuminated. Automatic shut down for high temperature, low oil pressure and incorrect inspection door closure, with indicator lights is included.

ENGINE SHEET METAL
- Engine is covered by a custom sheet metal enclosure constructed of 16-gauge steel. The enclosure has front and rear access doors, which are louvered for proper air circulation. Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.

PTO
- Heavy duty 13" automotive style PTO and clutch with safety engagement system.

DRIVE TYPE
- Direct with 2.25" diameter shaft, belt drive available.

TRAILER CHASSIS
- Heavy-duty channel steel, formed and welded. Chassis is constructed of 3" x 8" tubular steel with a 1/4" wall thickness.

Chassis Dimensions

14 C.Y. 119" high x 101" wide x 190" long.
20 C.Y. 119" high x 101" wide x 240" long.
25 C.Y. 119" high x 101" wide x 288" long.
30 C.Y. 119" high x 101" wide x 348" long.

Axle(s) 14 CY - Dual 3.5-inch high speed towing axles rated at 16,000 pounds.
20 CY - Triple 3.5-inch high speed towing axles rated at 18,000 pounds or dual 5" axles rated at 20,000 pounds with electric brakes.
25 & 30 CY - Triple 4.5-inch high speed towing axles rated at 27,000 pounds or dual 5" axles rated at 24,000 pounds with electric brakes.

TIRES
- LT 7.50 x 16, 8-ply tires for the 14, 20 (with dual axles). 25 & 30 CY units. LT 7.00 x 15, 6 ply tires for the 20 CY triple axle unit.

TOW TONGUE
- Heavy duty 6" x 6" x 1/4" wall thickness tow bar with pintle eye hitch.

PARKING JACK
- Heavy duty side wind jack with steel foot.

TRAILER LIGHTING
- Stop and turn signals with turn signal indicators are standard. Dual strobes mounted in the rear.

IMPELLER
- 32" diameter with 6 gusseted blades which are constructed of abrasive resistant T-1 steel with a Brinell hardness exceeding 400. The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible. This makes for the strongest and longest lasting impeller on the market.

IMPELLER SHAFT
- 2.25" diameter.

BLOWER HOUSING
- 17-degree exhaust. Outer housing is constructed of 10 gauge welded steel, front and back plates are 7-gauge steel. Inspection/clean out door is located on face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.

LINERS
- Slip-in style which require no bolts. Made of 1/4" abrasive resistant steel.

SUCTION INLET
- Located on curbside of unit using barrel style inlet, which allows the hose to swivel left or right with ease and allows the hose to be locked in the traveling position without opening the housing.

CFM
- 22,000

INTAKE HOSE
- 16" diameter x 100" long. Heavy-duty wire reinforced 3/8" thick flexible rubber hose.

HOSE BOOM
- Hydraulically controlled with an electric operated hydraulic pump. Boom pivots on two 1.5" diameter two-bolt flange bearings for effortless movement. The boom pivots forward to lock into travel position. Hydraulic cylinder is 1.5" diameter, with a minimum stroke length of 12 inches.

BOOM CONTROLS
- 100% waterproof marine-style switch located on the intake nozzle.

HOIST HYDRAULICS
- Gear driven hydraulic pump connected directly to the engine. Control valve for hoist is located in the front of the unit for easy access.

DUMPING HOIST
- Uses a Crysteel scissor style hoist capable of dumping 24,000 pounds for the 14CY, 40,000 pounds for the 20 CY and 45,000 pounds for the 25 and 30 CY units.

BOX CONTAINER
- Self-dumping container constructed of 12-gauge steel with vented top and side hinge rear doors that lock in the open position for dumping. Available in 14, 20, 25 and 30 cubic yard capacities.

VENTED TOP SCREENS
- Easily removable 1/2" expanded steel mesh screens are located on the top of the box container. Two screens for the 14 & 20 CY units and three screens for the 25 & 30 CY units.

FUEL TANK
- 30 gallon capacity fuel tank manufactured of 1/4" thick roto-molded polyethylene.

EMPTY WEIGHT
- 14 CY-7,000 pounds; 20CY-7,900 pounds; 25 CY-8,500 pounds, 30CY-9000 pounds.

GROSS WEIGHT
- 14 CY-24,000 pounds; 20 CY-18,000/20,000 pounds; 25 and 30CY- 24,000/27,000 pounds.

PAINT
- All metal parts are thoroughly cleaned, primed, painted and dried separately. Each part is primed with a rust inhibitor primer and is painted with two coats of automotive quality paint. The parts are then assembled on the unit so that bolts, nuts, cables and grease fittings are not painted.

The top of the box container has easily removable 1/2" expanded steel mesh screens with an additional 1/8" metal screening on the inside of the box for proper ventilation. The screens slide into a channel and bolt into place for easy removal.

Engine Controls are connected via a state-of-the-art circuit board with circuit breakers. An electrical relay is used to prevent the electrical system from external loads.

All units are available in dual axle configurations for better turning radiuses.

Intake hose is locked securely in place by a heavy duty clamp, no need to remove hose for transport.

Heavy duty side hinged rear doors that open with ease and can be locked into place while dumping. The rear doors open and close via dual cam type lock rods with keeper locks to assure a strong, tight fit.

ODB uses scissor style hoists rated up to 45,000 pounds that are power up and power down which permits easier load elevation and greater stability than telescopic cylinders.

The Safety Company LLC dba MTech
7401 First Place, Suite G
Cleveland OH 44146
800.362.0240
sales@MTechCompany.com

Sales Order

#SO240084
01/05/2024

Bill To
Fraser, DPW
33000 Garfield
Fraser MI 48026
United States

Ship To
Fraser, DPW
31250 Kendall
Fraser MI 48026
United States

Sales Rep	Account #	PO #	Terms	Ship Via	FOB	Col/PPD
Corey J Padrutt	MI294389		Net 20	23 - On-Site	Origin	

Item	Description	Quantity	Unit Price	Total
999-On-Site Repair Item	On-Site Repair Item - ODB SCL800TM S/N - 1007-4863 Customer States: Please inspect and quote.	1	$0.00	$0.00
999-On-Site Repair Labor-CS	On-Site Repair Labor Hour-CS 01/05/2024 *Inspected unit, tested and took many photos. Referenced manual to pull all part numbers for items needed for service.	1.5	$160.00	$240.00
999-On-Site Repair Labor-**	On-Site Repair Labor Hour-**ESTIMATE FOR LABOR - IS SUBJECT TO CHANGE**	20	$160.00	$3,200.00
999-On-Site Service Charge	On-Site Service Charge	1	$350.00	$350.00
999-On-Site Repair Shop Supplies	Misc. On-Site Repair Shop Supplies & Parts	1	$21.50	$21.50
280-MPM3219S	PUMP	1	$876.38	$876.38
280-SCL620601	BLOWER HOUSING BACK800	1	$4,087.24	$4,087.24
280-LCT6033	IMPELLER	1	$1,350.07	$1,350.07
280-LCT650601	BUSHING	1	$105.39	$105.39
280-SCL800202	RUBBER SEAL DIRECT DRIVE	1	$56.35	$56.35
280-SCL875001A	SWIVEL DUCT INTAKE ELBOW	1	$2,432.84	$2,432.84
280-8002802	EXHAUST FLANGE 4/03+	1	$302.96	$302.96
280-8002803ODX	EXHAUST DUCT GASKET	1	$81.44	$81.44
280-41500125	BEARING - REPLACES PART # 41500054	2	$60.87	$121.74
999-Freight Options	Freight Options - This line varies depending on items ordered and shipping services selected (Ground, 3 Day Select, 2nd Day Air, NDA, NDA AM, LTL Freight) IS ADDITIONAL	1	$0.00	$0.00

The Safety Company LLC dba MTech
7401 First Place, Suite G
Cleveland OH 44146
800.362.0240
sales@MTechCompany.com

Sales Order

#SO240084

01/05/2024

Comments

All returns subject to a 25% restocking fee and customer is responsible for all shipping charges.

Customer is responsible to winterize/drain all water/air out of all systems before leaving any vehicle on MTech's premises.

Subtotal	$13,225.91
Tax Total (0%)	$0.00
Total	$13,225.91

SO240084

OLYMPIAN LEAF PRO PLUS

EQUIPMENT FEATURES:

- Gated operator platform with swivel seat & CANbus joystick controls
- Safety interlock system on suction fan & belt guard
- 40 gallon aluminum fuel tank
- Heavy duty belt drive fan
- 74 hp Tier 4, liquid-cooled Kubota diesel engine
- 180 degree swing extended reach collection boom
- 23 or 30 yard collection body with packer style tailgate
- Proportional electric hydraulic valve controls
- 16" diameter pickup hose with 3-function hydraulically controlled pickup arm (optional)
- DOT compliant lighting & markings

Olympian LEAF PRO+™

HGACBuy

PCA
Purchasing Cooperative of America
Awarded Contract
www.pcamerica.org
844-722-6374

The gated operator platform of the Olympian Leaf Pro Plus will seriously change the way you pick up leaves. Make back-breaking work easy and keep your team injury free, reducing fatigue and increasing efficiency.

The CANbus joystick controls, swivel seat and 180 degree swing extended ready collection boom allow the operator maximum control and visibility when collecting leaves.

The self-contained unit will allow the team to stay out on the road longer and collect more debris, before needing to empty.

OPTIONS

1. High capacity (30 yard)
2. 87 hp Kubota gasoline engine
3. 74 or 99 hp John Deere Tier 4 diesel engine
4. Transfluid coupler
5. Hydraulic clutch
6. Heavy duty industrial rubber hose
7. Straight rear exhaust
8. Down draft tailgate exhaust
9. Down draft dust control with water suppression
10. Directional lightbar
11. Hydraulic Jack
12. Quick detach hose
13. Tool rack
14. Operator hood
15. Wireless controls

SPECIFICATIONS

	Standard Capacity	High Capacity
Empty Weight (lbs):	13,000	14,500
Collection Capacity (cubic yds):	23	30
Fuel Tank, Aluminum (US Gallons):	40	40
Dump Angle (degrees):	52	52
Battery:	12 volt, 1190 amp; 950 CCA	
Fan Diameter:	30"	30"
Axles:	12k tandem	16k tandem
Tires:	ST235/85R16	ST215/75R17.5

Titan LEAF™ SOLUTIONS

www.titanleafsolutions.com • (800) 851-9664
info@bonnell.com • 1385 Franklin Grove Rd. Dixon, IL 61021

AUTHORIZED DEALER:

REV. APRIL 2021

78 Northpointe Dr.
Lake Orion, MI 48359
(248) 370-0000
Fax: (248) 370-0011

Ship To: CITY OF FRASER DPW
31250 KENDALL ROAD
FRASER, MI 48026

Invoice To: CITY OF FRASER
33000 GARFIELD ROAD
FRASER MI 48026

Branch		
13 - LAKE ORION MI		
Date	Time	Page
01/22/2024	14:06:49 (O)	1
Account No	Phone No	Est No 01
FRASE002	5862933100	Q00623
Ship Via	Purchase Order	
	MARK RAGSDALE	
Tax ID No		
38-6007219		
	Salesperson	
DAN BELL	288	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 07/01/2024	Amount
Stock #: C044095	Serial #: STOCK # 3		139000.00

New BN OLYMPIAN
2023 BONNELL OLYMPIAN LEAF PRO PLUS
23 YARD CAPACITY CONTAINMENT BOX WITH HOIST
HYDRAULIC JACK
74 H.P. LIQUID COOLED, DIESEL ENGINE
40 GALLON FUEL TANK
ENCLOSED OPERATOR PLATFORM FOR CONTROLLING COLLECTION BOOM
BELT DRIVE FAN WITH IDLER TENSIONER ADJUSTMENT & BLOWER
LINER
HEAVY DUTY HAND CLUTCH WITH ENGAGEMENT LEVER AT OPERATOR
STATION
FIX-THANE VHD CLEAR URETHANE HOSE
FULLY ACCESSIBLE HYDRAULIC VALVE ON SWING OUT DOOR
HYDRAULIC REAR TAILGATE
WIRELESS CAMERA MONITORING SYSTEM
QUICK DISCONNECT SUCTION HOSE
ELBOW LINER
STRAIGHT REAR EXHAUST
REMOVABLE RADIATOR SCREEN
REAR MUD FLAPS
DOWN DRAFT EXHAUST
REAR DUMP WIRELESS CAMERA
DIRECTIONAL LIGHT BAR
TOOL RACK
CLEAN OUT DOOR
OPERATORS HOOD
MIDEAL QUOTE CONTRACT #071B7700091

Sale # 01 Subtotal:	139000.00
Total:	139000.00
Subtotal:	139000.00
Quote Total:	139000.00

Authorization: _____

Visit Us Online
www.bellequip.com

78 Northpointe Dr.
Lake Orion, MI 48359
(248) 370-0000
Fax: (248) 370-0011

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Branch		
13 - LAKE ORION MI		
Date: 01/22/2024	Time: 14:06:49 (O)	Page: 2
Account No: FRASE002	Phone No: 5862933100	Est No: 01 Q00623
Ship Via:	Purchase Order: MARK RAGSDALE	
Tax ID No: 38-6007219		
DAN BELL	Salesperson: 288	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/01/2024 Amount

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE

WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL
THANK YOU FOR THE BUSINESS!!!

OLYMPIAN LEAF PRO PLUS CHASSIS MOUNT

EQUIPMENT FEATURES:

The Olympian Leaf Pro + Chassis Mount unit is mounted on a Peterbilt 220 chassis equipped with factory installed right hand drive. A total vehicle length of just 24' provides an excellent turning radius to navigate narrow streets and cul-de-sacs. The cab over design of the Peterbilt 220 offers premium visibilty, along with the ability to carry out fluid level inspections without having to tip the cab.

Features include in cab controls to operate a 180 degree swing arm boom, hydraulic tailgate latch and dumping controls.

With a hose reach of 11' and ditch reach of 50", the Olympian Chassis Mount Pro + can pick up from the deepest of ditches and culverts!

Olympian CHASSIS MOUNT

OPTIONS

1. 99 hp John Deere engine option
2. 74 hp Kubota engine option
3. Heavy duty industrial rubber hose
4. Directional light bar
5. Elbow liner
6. Clean-out door
7. Down draft exhaust
8. Dust supression system
9. Rear hitch

SPECIFICATIONS

Empty GVRW Weight: ..... 35,000 lbs
Standard Collection Capacity:... 23 yards
High Collection Capacity: ..... 30 yards
Fuel Tank, Aluminum: ..... 40 U.S. Gallons
Dump Angle: ..... 54 degrees
Collection Nozzles: ..... Right-side
Battery: ..... 12 volt, 1190 amp; 950 CCA
Fan: ..... 30" diameter

If you're running a leaf program year-round then the Olympian Leaf Pro Plus Chassis Mount is a great option. This dedicated vehicle will be ready to go when you are, and is guaranteed to make your leaf collection quick and easy.

Titan LEAF™ SOLUTIONS

www.titanleafsolutions.com • (800) 851-9664
info@bonnell.com • 1385 Franklin Grove Rd. Dixon, IL 61021

AUTHORIZED DEALER:

REV. APRIL. 2021

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Branch		
13 - LAKE ORION MI		
Date: 01/23/2024	Time: 12:37:30 (O)	Page: 1
Account No: FRASE002	Phone No: 5862933100	Est No: 02 Q00625
Ship Via:	Purchase Order: MARK RAGSDALE	
Tax ID No: 38-6007219		
DAN BELL	Salesperson: 288	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E ** EXPIRY DATE: 07/01/2024	Amount
2024 BONNELL OLYMPIAN LEAF PRO PLUS TRUCK MOUNTED LEAF MACHINE		275933.00

MOUNTED ON A PETERBILT 220 RIGHT HAND DRIVE CHASSIS
23 YARD CONTAINMENT BODY WITH SCISSOR HOIST
RADIUSED AND TAPERED FOR NOT STICK DUMPING
HYDRAULIC TAILGATE WITH AUTO LATCH AND FULL LIFT FEATURE
DOT COMPLIANT LIGHTING WITH ALL L.E.D. LIGHTING
74HP KUBOTA TIER IV DIESEL ENGINE
40 GALLON ALUMINUM FUEL TANK WITH SIGHT GAUGE
FUEL SENDING UNIT WITH ELECTRONIC READOUT ON CONTROL UNIT
30" DIAMETER DIRECT DRIVEN 5 BLADES OF AR400 STEEL
BLOWER HOUSING LINER
ELBOW LINER
CLEAR URETHANE COLLECTION HOSE
CURBSIDE PICKUP WITH OVERHEAD BOOM
FULLY ACCESSIBLE HYDRAULIC VALVE ON SWING OUT BRACKET
PROPORTIONALLY CONTROLLED THREE AXIS COLLECTION BOOM
ENGINE CONTROLS WITH E-STOP AND DIAGNOSTICS
HALL EFFECT JOYSTICK
FRONT FACING AND REAR FACING AMBER FLASHERS
HYDRAULIC CLUTCH IN LIEU OF FLUID COUPLER OPERATES WITH
SWITCH AT THE OPERATORS CONSOLE
REAR DOWN DRAFT DUST CONTROL BUILT INTO TAILGATE IN LIEU OF
TOP VENTED CONTAINMENT BODY
REAR DUMP WIRELESS CAMERA
DIRECTIONAL LIGHT BAR INSTALLED REARWARD FACING ON TAILGATE
CLEAN OUT DOOR INSTALLED IN BLOWER HOUSING COVER ALLOWS
CLEAN OUT OF BLOWER HOUSING WITHOUT REMOVING DOOR
CHIPPER OPENING IN REAR DOOR FOR USE WITH PULL BEHIND
CHIPPER
REAR HITCH PLATED INSTALLED ON CHASSIS, INCLUDES D-RINGS,
TRAILER PLUG, AND STANDARD 4-HOLE MOUNTING PATTERN
POLY FENDERS AND REAR MUD FLAPS INSTALLED ON CHASSIS
DELIVERY AND TRAINING TO CITY OF FRASER

78 Northpointe Dr.
Lake Orion, MI 48359
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Fax: (248) 370-0011

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Branch		
13 - LAKE ORION MI		
Date	Time	Page
01/23/2024	12:37:30 (O)	2
Account No	Phone No	Est No 02
FRASE002	5862933100	Q00625
Ship Via	Purchase Order	
	MARK RAGSDALE	
Tax ID No		
38-6007219		
	Salesperson	
DAN BELL	288	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 07/01/2024 Amount

PRICING BASED OFF OF MICHIGAN MIDEAL CONTRACT #240000000166

Sale # 01 Subtotal:	275933.00
Total:	275933.00
Subtotal:	275933.00
Quote Total:	275933.00

Authorization: _____

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL
THANK YOU FOR THE BUSINESS!!!

Fraser City Council Agenda Item

SUBJECT TITLE:	FY 2023-2024 Budget Amendments	**DATE SUBMITTED:**	1/30/2024
PREPARED BY:	Elaine Leven, City Manager	**NEW OR RETURNING:**	New

SUMMARY OF REQUEST

At a minimum of twice a year the budget is reviewed for amendments for City Council to consider. We adopt a department-based budget, and this means that we only need to make an amendment if the department is near or over budget. I, along with the Finance Director, review what is causing the overage. It may be due to an item being charged to the wrong account, emergency expenses, or unaccounted for changes. I have worked with the Finance Director to prepare the attached spreadsheet of Budget Amendments for your consideration.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:		
Account Number(s):		
Requires Budget Amendment:	☐NO	☐YES - Amount:
Requires Reoccurring Charges:	☐NO	☐YES - Amount:
Requires Travel Expenses:	☐NO	☐YES - Amount:
Offset by Grant Funding:	☐NO	☐YES - Amount:
Additional Information:		

ATTACHMENTS

FY 2023-2024 BUDGET AMENDMENTS

RECOMMENDED MOTION(S)

Motion to approve the budget amendments as requested on the attached spreadsheet.

Recommended Budget Amendments
February 8, 2024

	Fund	Department	GL Number	GL Description	Explanation	Currently Budgeted	Requested Amended Amount	Difference Requested
Revenues								
	General	Balance Sheet	101-000-415.000	Taxes - Allowance for Chargebacks	Tax Tribunal Property Adjustments from 2020	$ (500.00)	$ 8,206.00	$ 8,706.00
	General	Balance Sheet	101-000-543.000	State Grants	Public Safety Academy and Clean Slate Grants	$ 10,750.00	$ 50,000.00	$ 39,250.00
	General	Balance Sheet	101-000-665.000	Interest Income	Adjustment due to audit	$ 6,000.00	$ 500,000.00	$ 494,000.00
	General	Balance Sheet	101-000-675.000	Other Revenue	Auction Proceeds	$ 40,000.00	$ 100,000.00	$ 60,000.00
	General	Balance Sheet	101-000-685.000	Opioid Settlement	Increased settlement revenues	$ 5,000.00	$ 12,000.00	$ 7,000.00
	District Court	Balance Sheet	211-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 42,000.00	$ 42,000.00
	Rubbish	Balance Sheet	226-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 48,000.00	$ 48,000.00
	Drug Forfeiture	Balance Sheet	265-000-665.000	Interest Income	Adjustment due to audit	$ 100.00	$ 24,000.00	$ 23,900.00
	Gambling Forfeiture	Balance Sheet	266-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 42,000.00	$ 42,000.00
	Water and Sewer	Balance Sheet	596-000-665.000	Interest Income	Adjustment due to audit	$ 6,500.00	$ 432,000.00	$ 425,500.00
	Motor Pool	Balance Sheet	661-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 30,000.00	$ 30,000.00
	Self Insurance	Balance Sheet	677-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 12,000.00	$ 12,000.00
	Current Tax Collection	Balance Sheet	703-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 100,000.00	$ 100,000.00
	District Court Custodial	Balance Sheet	710-000-665.000	Interest Income	Adjustment due to audit	$ -	$ 5,000.00	$ 5,000.00
							Total Revenues	$ 1,337,356.00
Expeneses								
	General	Finance	101-212-801.000	Professional/Contractual Services	Audit and Finance Department Staffing	$ 100,000.00	$ 350,000.00	$ 250,000.00
	General	Clerk	101-215-742.000	Operating Supplies	Increase in supply costs due to state voting requirements	$ 10,000.00	$ 20,000.00	$ 10,000.00
	General	Clerk	101-215-851.000	Mail or Postage	Increased required mailings	$ 5,100.00	$ 15,000.00	$ 9,900.00
	General	Legal	101-266-801.000	Professional/Contractual Services	Increased costs due to union negotiations and legal matters	$ 140,000.00	$ 220,000.00	$ 80,000.00
	General	Public Safety	101-301-725.100	Defined Benefit Pension	Increased costs due to union negotiations	$ 8,615.00	$ 85,000.00	$ 76,385.00
	General	Public Safety	101-301-957.000	Professional Development - 302	Training funded by state MCOLES revenues	$ 4,000.00	$ 11,000.00	$ 7,000.00
	General	Public Safety	101-301-972.000	Capital Outlay	Chevy Tahoe purchase/outfit	$ 152,000.00	$ 175,000.00	$ 23,000.00
	General	Insurance	101-951-801.000	Property/Vehicle Liability Insurance	Costs higher than budgeted	$ 634,435.00	$ 646,571.00	$ 12,136.00
	Drug Forfeiture	Drug Forfeiture	265-311-941.000	Leased Assets	Flock Cameras	$ -	$ 31,700.00	$ 31,700.00
							Total Expenses	$ 500,121.00
							Net	$ 837,235.00

Fraser City Council Agenda Item

SUBJECT TITLE:	FY 2024-2025 Budget Timeline	**DATE SUBMITTED:**	1/30/2024
PREPARED BY:	Elaine Leven, City Manager	**NEW OR RETURNING:**	New

SUMMARY OF REQUEST

As part of the budget process City Council will need to adopt a timeline to facilitate the budget process for FY 2024-2025. This process will be dealing with the following documents:

- FY 24/25 Budget (including wages and capital purchases)
- FY 24/25 Millage Rates
- FY 24/25 SAD Police and Fire
- FY 24/25 Water and Sewer Rates

Per the Charter, it is the responsibility of the City Manager to prepare and submit an annual budget, including planned capital expenditures, to the City Council. Department Budgets are due to the City Manager by March 15th. I then spend the following couple of weeks meeting with Department Heads discussing the budget and I develop my recommended budget for Council consideration. I present my proposed budget to City Council and we hold a public hearing to receive comments. City Council then has an opportunity at the Budget Workshop to refine the budget based on the feedback received at the public hearing. Finally, City Council will consider the budget for approval, which is required to be completed by the 3rd Monday in May. Following are the dates I am recommending City Council approve for this process:

March 14, 2024	Set Public Hearing Date for April 11, 2024
	(public hearing notice shall be published 6 days prior to hearing)
April 11, 2024	Budget Presentation/Public Hearing
April 18, 2024	Budget Workshop
May 9, 2024	Consideration of FY 2024-2025 Budget and Related Documents
May 20, 2024	Budget Approval Deadline per City Charter

RECOMMENDED MOTION(S)

Motion to approve the FY 2024-2025 Budget Timeline as requested.

Fraser City Council Agenda Item

SUBJECT TITLE:	FY 24-25 Budget Planning	**DATE SUBMITTED:**	1/23/2024
PREPARED BY:	Elaine Leven, City Manager	**NEW OR RETURNING:**	NEW

SUMMARY OF REQUEST

Department Heads are currently working on their department budgets to provide to me by March 15th. As part of the process we determine the anticipated revenues and expenditures. It would be beneficial if prior to preparing the budget we have some direction from Council on the following items:

- PA33 Funding Level – we are currently assessing 2 mills
- Water/Sewer rates – we have not passed on GLWA increases in rates for the last 2 years, our charges from GLWA for 2025 will be increasing 3.25% for water and 3.0% for sewer
- Capital Purchases Priorities – is there anything that Council sees as a priority/need

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☐Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:		
Account Number(s):		
Requires Budget Amendment:	☐NO	☐YES - Amount:
Requires Reoccurring Charges:	☐NO	☐YES - Amount:
Requires Travel Expenses:	☐NO	☐YES - Amount:
Offset by Grant Funding:	☐NO	☐YES - Amount:
Additional Information:		

ATTACHMENTS

RECOMMENDED MOTION(S)

No motion necessary

Fraser City Council Agenda Item

SUBJECT TITLE:	OPEB Actuarial Services Proposal	**DATE SUBMITTED:**	01/26/24
PREPARED BY:	Anjlee Bansal	**NEW OR RETURNING:**	New

SUMMARY OF REQUEST

GRS (Garbriel, Roeder, Smith & Company) will complete the actuarial funding valuation and provide reports for City of Fraser Retiree Health Care in compliance with the Governmental Accounting Standards Board (GASB) Statement Nos. 74 and 75.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☒Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount: $40,500

Account Number(s): 101.212.801.000

Requires Budget Amendment:	☒NO	☐YES - Amount:
Requires Reoccurring Charges:	☒NO	☐YES - Amount:
Requires Travel Expenses:	☒NO	☐YES - Amount:
Offset by Grant Funding:	☒NO	☐YES - Amount:

Additional Information:

ATTACHMENTS

GRS PROPOSED FEES FOR OPEB ACTUARIAL SERVICES

RECOMMENDED MOTION(S)

Motion to approve proposal from GRS to do actuarial valuation; and prepare GASB Statement Nos. 74 & 75 Reports for 6/30/2024 and 6/30/2025. A total of $30,500 is to be paid in the fiscal year 2024-25, with the remaining $10,000 scheduled for payment in the 2025-26 fiscal year.

December 20, 2023
By: Gabriel, Roeder, Smith & Company

City of Fraser

Proposed Fees for OPEB Actuarial Services

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GRS' Background in Health Care Consulting

GRS specializes in retiree health care plan consulting for the public sector. Governments are seeking ways to provide benefits that are economically sustainable and affordable while also providing meaningful value to their retirees. We help governments manage and optimize their OPEB benefits strategy by advising on benefit levels and financing structure. GRS has helped more than 600 OPEB clients by providing valuations to enable compliance with financial reporting requirements and the development of funding options to help pay plan obligations. We also provide services that help plan sponsors manage the underlying retiree health care program. This includes Medicare Part D attestations, consulting on Employee Group Waiver Programs (EGWP), and benefit strategy.

Scope of Services

Actuarial Funding Valuation

In order to help facilitate the funding of the Plan, we will prepare an actuarial funding valuation of the retiree health care benefits for the City of Fraser Retiree Health Care Plan as of 6/30/2023. The actuarial funding valuation will encompass the phases indicated below:

Determination of:
▪ Actuarial present value of projected benefits; ▪ Actuarial accrued liability; ▪ Actuarial value of assets; ▪ Unfunded actuarial accrued liability; ▪ Normal cost; and ▪ Actuarially Determined Contribution for the fiscal years ending 6/30/2026 and 6/30/2027.

The Retiree Health Care Funding Valuation will Include the Following:
▪ One contribution rate with assets; ▪ Up to two sets of initial per capita costs based on up to six distinct retiree medical plans, one for current retirees and one for future retirees based on health care plans available at retirement; ▪ The retiree medical, prescription drug, dental and vision plans are self-insured pre-65 and are a fully-insured Medicare Advantage Plan post-65. The City also has a program which funds the pre-65 retiree deductible in a retiree Health Savings Account; and ▪ We will prepare our calculations using one interest rate assumption which is consistent with the investment policy of the Plan. For purposes of the 6/30/2021 OPEB funding valuation report, an investment return assumption of 6.50% was used.

Our fees do not include any meetings, additional studies for changes in benefits, or any other items not detailed in this letter. If the City of Fraser would like to meet to discuss the results of the funding valuation, GRS will charge for the meeting(s) based on time and expense. The standard hourly rate for this would range from $250-$420 per hour.

Governmental Accounting Standards Board (GASB) Accounting Report

In order to prepare the necessary information for the fiscal years ending 6/30/2024 and 6/30/2025 (for GASB Statement Nos. 74 & 75), we will prepare additional accounting reports of the retiree health care benefits for the City of Fraser Retiree Health Care Plan. The accounting reports will be provided following the availability of the necessary information and the end of the applicable fiscal year. Each GASB Statement Nos. 74 & 75 report will include, but is not limited to, the following information:

GASB Statement Nos. 74 & 75 Reporting
▪ Determination of the Single Discount Rate; ▪ Statement of Changes in the Net OPEB Liability and Related Ratios, using the Single Discount Rate as determined above; ▪ Schedule of Net OPEB Liability; ▪ Schedule of Actuarially Determined Contributions (and notes); ▪ Statement of Fiduciary Net Position and Changes in Fiduciary Net Position; ▪ A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower discount rate and a 1% higher and 1% lower health care trend assumption; ▪ A description of the types of benefits provided by the plan; ▪ The number and classes of employees covered by the benefit terms; ▪ OPEB Expense calculation which separately tracks annual gains and losses due to demographic experience, asset experience, assumption changes, and plan changes; and ▪ Deferred Outflows and Inflows of Resources related to OPEBs.

Note that there is still other information not listed above that will be required in the Plan's financial statements and/or the Annual Comprehensive Financial Report to fully comply with GASB Statement Nos. 74 & 75. This additional information will need to be provided by the Plan's investment consultant and its accountants or other financial statement preparers. This other information includes the annual money-weighted rate of return on OPEB plan investments. If the Plan's investment consultant and its accountant are unable to provide this calculation, GRS can provide it for an additional fee. Please let us know if you require GRS to perform the calculation.

In addition, each GASB Statement Nos. 74 & 75 report will include a supplemental section which can be used to assist the City of Fraser with the completion of Form 5572 (Retirement System Annual Report) for purposes of compliance with Public Act 202 (PA 202) of 2017. The additional cost for including the supplemental section for PA 202 purposes is encompassed in the consulting fees listed on page 6.

Claims and Premium Rate Analysis

Calculate per Capita Retiree Claim Costs for Medical & Prescription Drugs

For the self-insured portion of the plan (pre-65), calculations of current per capita retiree claim costs for a large group are usually based entirely on the group's own experience. Data is obtained from the vendor, including claim, premium, enrollment data, and administrative expenses. The data is separated for each subgroup for which rates are required. We review the data for completeness and reasonableness. Claim completion factors are determined and applied and incurred monthly claim costs per member or per risk unit are determined. Appropriate trend rates are applied to trend the claim costs to the appropriate time period. Administrative expenses are added and any other adjustments are made as appropriate.

Adjusted Blended Fully-Insured Premium Rate

For the portion of the plan that is fully-insured (post-65), actives and non-Medicare retirees are often assigned the same rate. Since health risk and utilization of medical services increases with age, this practice produces an implied subsidy to the retiree population. The GASB and the Society of Actuaries' Actuarial Standards of Practice require the use of "true" retiree cost in retiree health care valuations. GRS will develop the retiree premiums associated with each individual age by adjusting the blended fully-insured rates with the ratio of the expected cost at that age and the expected cost at the average age of the blended active and non-Medicare eligible population.

Calculate per Capita Retiree Claim Costs for Medical & Prescription Drugs

For the self-insured portion of the plan (pre-65), calculations of current per capita retiree claim costs for a large group are usually based entirely on the group's own experience. Data is obtained from the vendor, including claim, premium, enrollment data, and administrative expenses. The data is separated for each subgroup for which rates are required. We review the data for completeness and reasonableness. Claim completion factors are determined and applied and incurred monthly claim costs per member or per risk unit are determined. Appropriate trend rates are applied to trend the claim costs to the appropriate time period. Administrative expenses are added and any other adjustments are made as appropriate.

Professional Consulting Staff

The GRS team assigned to the actuarial funding valuation of the retiree health care benefits for the City of Fraser have extensive experience and expertise in retirement plans, health care benefits, and their associated costs. The team will include members with the following credentials listed below:

- A qualified health actuary who is either an Associate of the Society of Actuaries (ASA), or a Fellow of the Society of Actuaries (FSA). This individual will be responsible for analyzing your premiums and/or claims experience, determining a per person health care cost appropriate for your Plan, and determining the appropriate health inflation assumption to be used in your actuarial funding valuation.

- A qualified OPEB actuary who is either an Associate of the Society of Actuaries (ASA), a Fellow of the Society of Actuaries (FSA), or an Enrolled Actuary (EA). This individual will be responsible for calculating the liabilities and the Actuarially Determined Contribution.

The Actuarial Standards require that any actuary providing a Statement of Actuarial Opinion (SAO) be qualified to do so. The actuaries certifying the City of Fraser's actuarial funding valuation must be qualified to provide the SAO. The GRS actuaries assigned to the project satisfy the above requirements.

Consulting Fees

Gabriel, Roeder, Smith & Company's professional consulting fees are based on the time spent by our associates in performing these services for you. The table below shows our proposed fees broken down by Valuation Project:

Valuation Project	Fees[1]
1. Actuarial Funding Valuation as of 6/30/2023	$20,500
2. GASB Statement Nos. 74 & 75 Report, Measurement date: 6/30/2024[2] based on 6/30/2023 actuarial funding valuation including PA 202 Calculations and Exhibit	10,000
3. GASB Statement Nos. 74 & 75 Report, Measurement date: 6/30/2025[2] based on 6/30/2023 actuarial funding valuation including PA 202 Calculations and Exhibit	10,000
Timing: Projected delivery is 12-16 weeks after receiving clean and complete data for Item 1 and 4-6 weeks for Items 2 and 3.	

[1] *The fees above will be charged following the completion of each project listed.*

[2] *Additional fees may apply if there have been significant changes to the Plan since the actuarial funding valuation was completed or there are component units.*

The Retiree Health Care Plan recognizes that GRS' liability in connection with this work is limited by available insurance coverage.

The fees provided above are based on a biennial valuation cycle where roll-forward techniques will be applied to the 6/30/2023 funding valuation for the purpose of preparing the information for GASB Statement Nos. 74 & 75 for the fiscal years ending 6/30/2024 and 6/30/2025.

A high-quality valuation must be based on accurate member data, benefit cost data and plan design information. We base all of our calculations on this information which is supplied by the Plan Sponsor and their designees. If, after commencement of the valuation, it is determined that some of the information is inaccurate or incomplete, requiring re-work on our part, we will increase our fees based on actual time spent on the additional work.

Project Timing and Communication

We are prepared to initiate the 6/30/2023 funding valuation upon receipt of the data and following your approval of this proposal. We project that an actuarial funding valuation will be delivered 12 to 16 weeks after receipt of clean and complete data.

Work for each GASB Statement Nos. 74 & 75 report will be initiated after the completion of the applicable fiscal year and upon our receipt of the necessary data. We project that each GASB Statement Nos. 74 & 75 report will be delivered four to six weeks after receipt of clean and complete data.

The consulting fees included in this proposal are guaranteed for one year.

Please do not hesitate to contact us at 1-248-799-9000, ext. 1167, should you need additional information or clarification. We look forward to continuing to assist the City of Fraser Retiree Health Care Plan in the preparation of a funding valuation and GASB reporting of its retiree health care benefits.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

Laura Frankowiak, ASA, FCA, MAAA

LF:ah

Acceptance of Proposal

The undersigned hereby authorizes Gabriel, Roeder, Smith & Company to commence work on the selected items below as outlined in the proposal dated December 20, 2023.

Acceptance for: City of Fraser Retiree Health Care Plan	
By:	
Printed Name:	
Title:	
Date:	

Please indicate which services the City of Fraser Retiree Health Care Plan would like to approve.

____ 6/30/2023 Actuarial Funding Valuation

____ 6/30/2024 GASB Statement Nos. 74 & 75 Report (including PA 202 Calculations and Exhibit)

____ 6/30/2025 GASB Statement Nos. 74 & 75 Report (including PA 202 Calculations and Exhibit)

Report Distribution List

We plan to mail hard copies of the reports to the following recipient. Please indicate how many copies of each report you would like sent to the following recipient and if you would like an electronic copy of the report in the following chart:

Anjlee Bansal
Finance Director
City of Fraser
Retiree Health Care Plan
33000 Garfield Road
Fraser, Michigan 48026

Report Type	Number of Requested Hard Copies	If Electronic Copies are Desired, Please Supply an E-mail Address for Receipt
6/30/2023 Actuarial Funding Valuation		
6/30/2024 GASB Statement Nos. 74 & 75 Report		
6/30/2025 GASB Statement Nos. 74 & 75 Report		

Please indicate the following information, if you wish to have a copy of any of the reports mailed to a different recipient:

Name:_____
Company:_____
Mailing Address:_____
_____

Report Type	Number of Requested Hard Copies	If Electronic Copies are Desired, Please Supply an E-mail Address for Receipt
6/30/2023 Actuarial Funding Valuation		
6/30/2024 GASB Statement Nos. 74 & 75 Report		
6/30/2025 GASB Statement Nos. 74 & 75 Report		

City of Fraser
Retiree Health Care Plan
Data Request

Upon acceptance of the Letter of Engagement, the elements included on the following pages are necessary in order to complete the actuarial funding valuation.

For security purposes, we request that all file transfers occur via the secure file transfer portion of the GRS Advantage™ Website. Information related to using GRS Advantage™ is provided below. Please follow the instructions below to register or access the GRS Advantage™ Website. The reference guide mentioned below details how to download and upload files to the site.

GRS Advantage™ Website

Access or activate your personalized account on the GRS Advantage™ Website

I. Go to https://advantage.gabrielroeder.com
   a. Register or Login as a Plan Sponsor
II. Download and open the GRS Advantage user reference guide (https://advantage.gabrielroeder.com/Documents/Help/GRSAdvantageUserReferenceGuide.pdf)
   a. Follow along with the "GRS Advantage Website - Requesting Access to the Website" help topic to activate your account and personalize your password.
   b. Read over the "GRS Advantage Website - Using the GRS Advantage™ Website" help topic, specifically item "2." which describes the navigation bar.
   c. Read over the "Secure File Transfer" section, which describes how to send and retrieve file transfers.

Demographic Data Requirements

In order to complete the funding valuation, a listing will be needed containing the necessary member census information (active, deferred vested (if applicable), and retired). Following approval of our proposal, we will provide an Excel spreadsheet requesting the necessary information. The data will be collected via the GRS Advantage™ Website.

Plan Provisions

Upon approval of the project, we will confirm no subsequent changes to the Summary of Benefits since the 6/30/2023 GASB Statement Nos. 74 & 75 report process.

Asset Information and Pay-As-You-Go Cost

For purposes of the June 30, 2023 funding valuation, we intend to use the asset and pay-as-you-go information provided by the City of Fraser in connection with the June 30, 2023 GASB Statement Nos. 74 & 75 report. Please let us know if this differs from your expectations.

City of Fraser
Retiree Health Care Plan
Data Request

OPEB Initial Per-Capita Cost Information

Please provide all data electronically, where available.

1. Please explain which groups/divisions are available for current and future retirees. If more than one group/division is still available, please explain what would cause a retiree to choose one group/division over another. We believe the easiest way to present this information is to provide a table similar to the table below. The information in the table is an example.

OPEB Group: **Sample**

Retiree Group/Division	Offered to Pre-65 and Post-65 Retirees?	Applicable Group	Anticipated Plan Design Changes?	Eligible Active Division(s)/Plan(s)*	Comments**
0001	Pre-65 only	Retired before 01/01/2006	None	Closed to future retirees	
0002	Pre-65 only	Retired on or after 12/31/1995	07/01/2008 - will change Rx Copay to $10/$40	0001, 0002 & 0003	
0015	Post-65 only	Retired any time	None	Open to all current/future retirees	

* *Please list which active division(s)/plan(s) are eligible to retire into each corresponding retiree division. Note that multiple retiree divisions/plans may be available to each active division/plan.*

** *Enter any additional information which you feel may be relevant.*

2. Please explain any major changes to the Retiree Health Plan (i.e., changes in copays, deductibles, change from fully-insured to self-insured, introduction to high deductible health plans, etc.) in the past three years.

3. Please provide a summary of Health Care Coverage Plan Provisions for each health care option. For example, please list copays, and deductibles for the PPO, HMO, etc. If a summary is not available, a member booklet should suffice.

4. Please provide us with the 2024 illustrative monthly active and retiree premium rates for one-person and two-person coverage. For the retirees, we would like both pre-65 (regular premium rates) and post-65 (complementary premium rates). If available, it would be helpful to have the premium rate broken down by coverage component (i.e., medical, prescription drug, dental, and/or vision).

   Please provide the annual Rate Sheet for each group/division from your provider. For all Rate Sheets submitted, please indicate the full period these rates are effective. Billing statements do not contain the information needed; therefore, they are not necessary to send.

OPEB Initial Per-Capita Cost Information (Concluded)

For self-funded groups/suffixes, please provide the following:

5. All active and retiree suffixes:

    a. Monthly claims experience by group/division, separately for prescription drug and all other lines of coverage combined (i.e., facility, professional, master medical, vision and hearing) for the following periods:

        i. Incurred 1/1/2020 to 12/31/2020 and paid through 12/31/2023
        ii. Incurred 1/1/2021 to 12/31/2021 and paid through 12/31/2023
        iii. Incurred 1/1/2022 to 12/31/2022 and paid through 12/31/2023

    Please note that separate claim reports for regular and comprehensive members should be provided.

    b. Monthly exposure data by group/division for the periods corresponding to the above claim experience periods.

6. A listing of all stop-loss reimbursements by group/division for the periods corresponding to the above claims experience periods. Please indicate whether the large claims are for active employees or retirees.

7. Monthly stop-loss premium per contract for the period of January 1, 2024 to December 31, 2024. Please indicate the specific stop-loss attachment point and whether the stop-loss coverage is for pre-Medicare retirees only or for both pre-Medicare and post-Medicare retirees.

8. Please provide detail regarding what the stop-loss coverage covers (i.e., pre-65 medical, post-65 medical, pre-65 prescription drug, post-65 prescription drug, etc.). For the Stop Loss rate provided, what population lines of business does it cover?

9. Monthly administrative fee per contract for the period of January 1, 2024 to December 31, 2024.

10. Are prescription drug claims reported net of rebates?

    a. If no, please provide prescription drug rebate data corresponding to the experience periods requested.
    b. If rebates are provided for pre 65 and post 65 segments, please provide the rebates split.
    c. If rebates are provided in aggregate (i.e., for active, pre 65 and post 65 segments), please provide the detail you receive and the corresponding prescription drug claims by segment.

About Gabriel, Roeder, Smith & Company

GRS Client Base

1,000+ clients in nearly 50 states

41 State or Statewide Retirement Systems covering a total of over 7 million participants and over $1 trillion in assets.

26 Statewide Retirement Systems with 50,000 or more participants.

Our History

Founded in 1938, Gabriel, Roeder, Smith & Company (GRS) is a national actuarial and benefits consulting firm. GRS is dedicated to bringing clients innovative, sustainable solutions that the firm helps put into action. The firm supports the long-term success of pension, OPEB, and health and welfare benefit plans. Associates deliver high-quality services that reflect GRS' core values, which include professionalism and ethics in all aspects of business. The firm attracts the best talent in the industry by providing a collaborative work environment that respects the diversity and professional aspirations of our associate.

About Gabriel, Roeder, Smith & Company

OUR MISSION

To be a trusted advisor to the public sector community; to chart a course through the risks and opportunities in retirement plan design, considering the needs of all stakeholders.

OUR VALUES

Professionalism

We exhibit professionalism and ethics in all aspects of our business.

Commitment

We commit to providing the best possible service and advice to our clients.

Education

We engage in life-long learning for ourselves, our clients, and other stakeholders.

Respect

We respect the diversity, talents, and professional aspirations of our associates.

About Gabriel, Roeder, Smith & Company

Our Services

Pension and OPEB Services	
Actuarial Services	**Best Practice Benefit Design**
Valuations	Defined Benefit
Audits	DB/DC Hybrid
Risk Management	Cash Balance
Funding Policy	Adjustable Pension Plan
Experience Studies	Benefit Adequacy Studies
Asset/Liability Studies	Benefit Policy Development
Legislative & Regulatory	**Client Software**
Cost Impact Studies	MagVal™ Suite: Projection Software
GASB Standards Consulting	GRS Advantage™: Client Services Website
Research & Surveys	GRS Foresight™
	Exclusion Ratio Calculator
	415 Screening Tool

Compliance: While GRS does not practice law, our relationship with the Groom Law Group supports GRS consultants' and clients' understanding of compliance issues.

In addition to the above, GRS also provides a wide range of Health and Welfare Consulting Services.

About Gabriel, Roeder, Smith & Company

Quality Control at GRS

GRS serves plans ranging from the smallest – those with 100 or fewer participants to those with 500,000 or more participants. We are very aware that the services we provide directly affect the future financial well-being of large numbers of people, and that inaccurate calculations can directly affect their lives. Consequently, we have an extensive quality control program. We refer to this program as the "Peer Review Process," but it is actually much more than that.

Under the Peer Review process, at least four team members are involved in the preparation of every actuarial valuation report.

One team member develops the plan costs and another verifies each value. The supervising actuary will review everything as the valuation process continues to ensure that results not only look correct, but look reasonable. The supervising or primary actuary will review all work completed by the other team members as a final check. At this stage our actuarial valuation report is reviewed by another actuary as a final peer review to assure that the main results and underlying causes are accurate and well communicated. We document peer review guidelines for each member of a GRS client team.

These guidelines were developed by our Professionalism Committee and are reviewed and revised as appropriate. GRS uses its Peer Review process on all services that we provide to our clients.

In completing any client assignment, it is the goal of each employee of GRS to produce the highest quality work. This practice has been an integral component of our corporate culture throughout the entire history of GRS.

The following aspects of our Peer Review process attest to the strength of the quality controls we have built for providing actuarial services.

Professionalism Committee

Quality Assurance Procedures at GRS are developed and monitored by a standing Professionalism Committee (the Office of the Chief Actuary serves as an ex-officio member). The GRS Professionalism Committee performs internal audits of the work we do for our clients and monitors compliance with quality forms. The Professionalism Committee reports to the firm's President. The following paragraphs describe how our quality assurance procedures apply to three specific types of client assignments.

About Gabriel, Roeder, Smith & Company

Actuarial Valuations

Each actuarial valuation for a defined benefit pension plan or a post-retirement health care program is supervised by a qualified consulting actuary, from the beginning of the process until the final product is sent to the client. Actuarial valuations are prepared by an actuarial analyst and are initially checked by a more senior associate.

The two associates work very closely with the consulting actuary to resolve any issues that may arise throughout the process. After completion of the initial checking, the valuation is reviewed by the consulting actuary. The actuary reviews the results for reasonableness. Once the results are finalized and a report is prepared, the report is peer reviewed by another qualified actuary. Each step of the process is documented using the quality forms and the documentation is filed with the work papers.

Special Projects

All other projects other than actuarial valuations also follow our standard quality procedures. Initial calculations are prepared by an analyst, checked by a more senior associate and reviewed and peer reviewed by a qualified actuary. Each step of the process is documented using the quality forms and the documentation is filed with the work papers.

Client Correspondence

Any substantive client correspondence (letters - hard copy or electronic, reports, presentations, etc.) prepared by one of our actuaries or consultants is peer reviewed by another actuary or consultant. Each step of the process is documented using the quality forms and the documentation is filed with a copy of the correspondence.

Internal Audit

Our internal audit process ensures that our associates follow our quality procedures and that the services provided to our clients are continuously improving. Please note this is a procedural audit. Through this process, a group of our actuaries and consultants audits the work performed for our clients. The various clients are selected randomly. A member of the Professionalism Committee begins the audit with conversations with the actuary or consultant and other client team members, and then reviews the work papers, the valuation report and other relevant files to see if quality procedures have been followed and documented. After the Committee member has completed these steps, the findings are discussed with the actuary or consultant responsible for that client. The findings are shared with the other members of the Professionalism Committee at its next quarterly meeting, after which it is forwarded to the President.

External Audit

Our work on behalf of a variety of our clients has also been audited by other actuarial firms and our work has passed their scrutiny. Of course, as serious, committed professionals, we always welcome constructive suggestions of other qualified professionals.

About Gabriel, Roeder, Smith & Company

GRS Supports its Clients and its Consultants

GRS provides support through various GRS actuarial and research resources. These resources help our consultants deliver the highest quality services to our clients.

GRS encourages its consultants to participate in activities that support public sector benefit plans. We believe that our professional development support creates an environment for service excellence, which has resulted in GRS' low employee turnover.

A few examples of this support are provided:

- **GRS' Internal Software and Programming Group** supports our internally written and maintained actuarial software and provides ongoing training for all actuarial employees on its use. Our consultants know that the work they produce uses methods that comply with the latest actuarial standards, methods, assumptions and tables required for public sector work. Many of our competitors do not place emphasis on software and training for public sector plans.

- **GRS' Research Group** provides clients and GRS consultants with in-depth analysis of public sector benefit plan issues covering plan design, Internal Revenue Code, and other legislative and regulatory issues. It also provides information on federal and state legislation, accounting rules, and other regulatory issues on topics of interest to employee benefit plans. GRS communicates the results of its research through: 1) GRS Insight, its newsletter on pension and health care related topics; 2) GRS Perspectives, our consultant authored articles; and 3) News Scan, brief news summaries produced by our Research Manager. Our current publications are available on our website at www.grsconsulting.com. Clients have access to archived publications through GRS Advantage™, our client services website.

- **GRS Client Education Syllabus** and a wealth of additional information is available at https://www.grsconsulting.com/education-and-training/.

- Our consultants remain updated on benefit issues using our **internal company portal** that provides them with GRS Research group publications, benefit related publications from external sources and discussion boards for information sharing.

About Gabriel, Roeder, Smith & Company

- **GRS supports consultants' activities as speakers, committee members, and as authors of articles** for industry and public sector associations such as the National Association of Retirement Administrators (NASRA), National Council on Teacher Retirement (NCTR), National Conference of Public Employee Retirement System (NCPERS), International Foundation of Employee Benefit Plans (IFEBP), American Academy of Actuaries (AAA), the Society of Actuaries, the Conference of Consulting Actuaries, and the Government Finance Officers Association (GFOA).

- **Professionalism Committee** - Quality assurance procedures at GRS are developed and monitored by a standing Professionalism Committee consisting of six Senior Consultants. The GRS Professionalism Committee performs internal audits of the work we do for our clients.

- **GRS has an Office of the Chief Actuary (OCA).** This regional approach allows for national collaboration on actuarial methodologies and public plan funding issues. The OCA monitors adherence to the qualification standards and the code of professional conduct and they provide oversight and interpretations regarding the actuarial standards of practice as they are applied to public plans. The OCA focuses solely on public pension systems. As a result, our clients are further assured of receiving consulting advice that is defensible

  Regional Chief Actuaries
  - Piotr Krekora, ASA, EA, FCA, MAAA, PhD
  - Joseph Newton, FSA, EA, FCA, MAAA
  - Francois Pieterse, ASA, FCA, MAAA

Fraser City Council Agenda Item

SUBJECT TITLE:	Resolution Opposing State Water Affordability Legislation	**DATE SUBMITTED:**	1/30/2024
PREPARED BY:	Elaine Leven, City Manager	**NEW OR RETURNING:**	New

SUMMARY OF REQUEST

Currently there are several water affordability bills at the State level to consider funding to assist low-income customers with their water and sewer bills. This would mandate a fee to all customers and be disbursed by the State. Great Lakes Water Authority currently has a similar program that provides this same service. This would replicate a service already being provided to city residents. Many communities in Macomb County have already passed similar resolutions of opposition, including Chesterfield Township, Center Line, Shelby Township, Harrison Township, Roseville, Memphis, Lenox Township, St. Clair Shores, Bruce Township, Richmond, Macomb Township, Clinton Township, Washington Township, Mount Clemens, Armada Township, Village of Armada, and New Haven.

BUDGET IMPACT

☐Obtained Quotes ☐Solicited Bids thru RFP ☐Sole Source ☒Not Applicable

(If sole source, include an additional recommended motion to waive competitive bidding)

Amount:		
Account Number(s):		
Requires Budget Amendment:	☐NO	☐YES - Amount:
Requires Reoccurring Charges:	☐NO	☐YES - Amount:
Requires Travel Expenses:	☐NO	☐YES - Amount:
Offset by Grant Funding:	☐NO	☐YES - Amount:
Additional Information:		

ATTACHMENTS

RESOLUTION #2024-002

MACOMB COUNTY LETTER REGARDING STATE MANDATED WATER METER FEE LEGISLATION

RECOMMENDED MOTION(S)

Motion to approve Resolution #2024-002 to oppose the proposed “water affordability” state legislation.

City of Fraser

CENTENNIAL COMMUNITY

CITY MANAGER
Elaine Leven
CITY CLERK
Cynthia Greenia

MAYOR
Michael Lesich
MAYOR PRO-TEM
Dana Sutherland
COUNCIL
Amy Baranski
Patrick O'Dell
Kenny Perry
Patrice Schornak
Sherry Stein

CITY OF FRASER

RESOLUTION # 2024-002

RESOLUTION TO OPPOSE THE PROPOSED "WATER AFFORDABILITY" LEGISLATION

At a regular City Council Meeting of the Fraser City Council held on Thursday, February 8, 2024, the following resolution was offered:

WHEREAS, the City of Fraser is responsible for the distribution of water to over 14,000 residential and commercial customers as received from the Great Lakes Water Authority (GLWA); and

WHEREAS, GLWA currently provides a Water Residential Assistance Program (WRAP) that offers low-income customers an income-based assistance plan with up to $100 a month in bill credits, $2,400 in bill arrearage assistance, and $2,000 in plumbing repairs; and

WHEREAS, the City of Fraser funds the WRAP within the current charges it receives from GLWA and must pass along those charges to the residential and commercial customers through the current water rates which are calculated each year and approved by City Council; and

WHEREAS, the WRAP is administered within Macomb County by Macomb Community Action which provides a central intake to assist all low-income Macomb residents with county, state, and federal assistance programs. The amount Macomb County customers pay into the WRAP is committed to be spent within Macomb County; and

WHEREAS, several "Water Affordability" bills have been introduced in the State Legislature (SB 0549-0554, HB 5088-5093) which purport to create a statewide fund which would duplicate the benefits of the WRAP by charging every customer within the City of Fraser $24 for each meter annually regardless of usage or current income level and may go up to $36 per customer; and

WHEREAS, this legislation would create another state entity to perform the same function as the WRAP program with no requirement that the funds generated from the new fees be committed to the locality and provides no local control. GLWA has representation on its board from Macomb County and the WRAP program is administered locally by a Macomb County agency enabling local control and attentiveness to local needs; and

WHEREAS, the WRAP program covers 40% of the state customers through GLWA and another 30% of the state residents use wells and septic systems which would not be affected, this legislation would create a new benefit for 30% of state residents, which further questions the need to create a new state entity rather than those areas outside of GLWA establishing their own WRAP within their own water distribution systems: and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Fraser oppose the proposed "Water Affordability" legislation and urge our state-elected representatives and the representatives from Macomb County to oppose this legislation.

RESOLUTION DECLARED ADOPTED.

_____

Michael Lesich
Mayor
City of Fraser

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Fraser, County of Macomb, Michigan, at the regular meeting held on Thursday, February 8, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

Cindi Greenia
City Clerk
City of Fraser

Candice S. Miller
Public Works Commissioner
Macomb County

December 1, 2023

Macomb County Leaders,

RE: State Mandated Water Meter Fee Legislation

If there is one issue that all local elected officials hear about, it's that water and sewer bills are too high. Are you aware that every water and sewer customer in the entire State of Michigan is about to have their rates increased?

Several "Water Affordability" bills have been introduced in the State Legislature (SB 0549-0554, HB 5088-5093). While the bills' proponents claim they have had extensive discussions with stakeholders, I don't believe these discussions have included those responsible for providing water and sewer services or setting local rates. While I fully support continuing to assist low-income customers, I have serious concerns with this legislation.

Unfortunately, the bills needlessly duplicate an existing and successful low-income assistance program already funded by and benefiting 40% of the State. It also mandates a new statewide $24 annual meter fee (soon to be $36) on water and sewer bills, creating a pool of $72 million annually. Macomb County customers alone would pay an additional $8 million a year.

The Great Lakes Water Authority (GLWA) already provides a Water Residential Assistance Program (WRAP) that offers low-income customers an income-based assistance plan with up to $100 a month in bill credits, $2,400 in bill arrearage assistance, and $2,000 in plumbing repairs. The new state plan would mirror and duplicate this existing GLWA program. WRAP is administered in our county by Macomb Community Action which does an excellent job providing a central intake to assist all low-income residents with county, state and federal assistance programs. We don't need to create another state entity to do this work.

The amount Macomb customers pay into the GLWA's WRAP program is committed to be spent in our county. This is not the case with the proposed state plan, where likely most of the money would be spent elsewhere. In fact, in most years the majority of the eight counties served by WRAP have not fully spent their funds and have chosen to give it to the City of Detroit and Flint. Oakland County has never fully utilized their WRAP funds. Even existing state and federal low-income water assistance funds have not been fully spent.

With 40% of the state already covered by WRAP, the new state program would add only 30% of outstate residents, as 30% of the remaining state residents on wells and septic systems would not be

covered. The bulk of the $72 million raised annually would most likely go to the City of Detroit. I would argue there are other state or federal funds that could continue to benefit them, or they could simply choose to increase their local WRAP funding to serve their customers. The 30% of the state not covered by WRAP could simply choose to fund their own WRAP program.

The legislation also does not allow a county or community to opt out of this program. In addition, the proposed per meter fee would be the same for a small low-income homeowner or senior citizen as it would for a large business. This is hardly a fair approach. GLWA's WRAP program revenues are more fairly based on water usage.

As leaders of local water utilities, I want to bring these issues to your attention. I urge you to share your perspectives on these bills with your elected representatives in Lansing, as this legislation will be debated as soon as next month.

Sincerely,

Candice S. Miller

Candice S. Miller, Commissioner

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ENGINEERING ● Phone: 586-469-5910 ● Fax: 586-469-7693 ◊ **SOIL EROSION** ● Phone: 586-469-5327 ● Fax 586-307-8264