

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, July 27, 2020, 7:00 P.M.
Abrams Park, Pavilion #2 (By Restrooms), Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of July 13, 2020 MOTION Pg. 18
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Staff Reports & Meeting Minutes Pg. 28
6C. CDBG Letter Pg. 39
6D. 8002 Miller Lease Pg. 41
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. CDBG Signature Card Authorization RESO Pg. 16
8C. 8002 Miller DISCUSSION
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Planning Commission:	Tuesday, August 4, 2020, 7:00 p.m., PDBMB (Tentative)
Park Board:	Wednesday, August 5, 2020, 5:30 p.m., PDBMB (Tentative)
City Council:	Monday, August 10, 2020, 7:00 p.m., PDBMB (Virtual)
Downtown Development Authority:	Thursday, August 13, 2020, 6:00 p.m., PDBMB (Tentative)
Fire Board:	Monday, August 17, 2020, 6:00 p.m., Public Safety Bldg (Virtual)
City Council:	Monday, August 24, 2020, 7:00 p.m., PDBMB (Tentative)
Metro Police Board:	Wednesday, August 26, 2020, 10:00 a.m., Metro HQ (Tentative)

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

**City of Swartz Creek
CITY MANAGER'S REPORT**

Regular Council Meeting of Monday, July 27, 2020 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: July 22, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

✓ **MICHIGAN TAX TRIBUNAL APPEALS (Update)**

We have one appeal filed so far this year. It is a repeat appeal for an office at 5376 Miller Road. We may receive more since the state has extended the deadline to August 31st.

✓ **STREETS (See Individual Category)**

✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP) (No Change in Status)**

Morrish Road is slated for 2022 federal funding. Note that the total scope of the project is around \$1,050,000, with 20% being the city's contribution.

The city has committed the match portion to this project, which is 80-20. It is unclear what year this project will be undertaken, but we want it done subsequent to the USDA water main work. This MAY span two construction seasons. We have put the engineers on notice regarding our desire to widen Paul Fortino to the north so that a left turn lane may be added. This will occur whether or not the townhome project proceeds.

✓ **STREET PROJECT UPDATES (Update)**

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

There is a resolution and contract concerning the provision of lighting upgrades for the project area noted below. This scope covers both years of the investment and includes standard and decorative LED's. Note that CE has changed their lighting strategy based upon best practices. They now require overhead LED's at intersections and the decorative (pedestrian lights) mid-block.

This investment is very reasonable for the scope of work and is a very noticeable feature of the Winchester Village reinvestment. I am including the standard language.

The previous report follows. Crews are mobilized for this year's projects! Due to the scale of the project, we anticipate completing:

Chelmsford from Winston to Daval
Oakview from Winston to Daval
Winston from Chesterfield to Oakview

Oxford Court

Chelmsford and Oakview (to Seymour) will be completed next year.

The city accepted the low bid by Glaeser Dawes for 2020 and 2021 work projects, including our street reconstruction projects. This is the company that completed the first three phases of the street/water main reconstruction projects in the city since 2017.

Attached is a proposal for construction engineering services for the street reconstruction efforts. This component of the project is essential to assuring the quality and longevity of the new roads. OHM has done an outstanding job in the past. They have overseen the streetscape work, water main replacement, and road work for the past few years.

Their staff has been adept at ensuring the quality of processes, materials, and final installation. They have also been excellent at assessing change orders, customer service (resident/business issues), and special scenario planning/engineering.

The price is in line with industry standards, and is actually about 10% below Mr. Harris' budget assumptions. A resolution is included to approve the two year proposal.

Note that the street work is tied to the USDA projects as well.

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

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

Work is complete on the sewer collectors on the west end of downtown (Fairchild, McLain, Ingalls, Brady, Hayes, and Holland).

We will also be inspecting and cleaning areas of high fat, oil, and grease concentration in the system, such as Elms and Miller. We will be able to ascertain if we have any restaurant grease trap maintenance issues/enforcement to contend with.

We are still working to geo-locate sewer lines, manholes, and some services so we can map them and track maintenance data on GIS. The Genesee County Drain Commission has verbally committed to reimbursing the city for some of the work related to water and sewer, since they plan to use it from time to time. I do not have a figure at this time, but I expect it to be half of what is related to sanitary sewer and water line mapping.

Note that the most recent inspections are PACP compliant (Pipeline Assessment Certification Program). These inspections provide a GIS based video, along with standard pipe and maintenance scoring for use by state agencies and our assessment management planning efforts.

✓ **SEWER CAPACITY INITIATIVE** *(Update)*

Line televising should occur within a month. We will then know the exact layout, composition, and sizing of the system in question. The hope is that one key line is able to maintain a higher capacity than originally planned, thereby reducing the scope of work.

The previous report follows:

ROWE has a potential solution for the district three capacity problem. They recommend a by-pass of specific portions of the collection system that function as a choke point through the installation of a larger capacity sewer line. This will require a sizable construction effort, approaching \$500,000. It will also require cooperation with Springbrook Home Owners Association, the United Methodist Church, and the Masonic Lodge. I am hopeful all those property owners will be agreeable and have been communicating with all three groups, with positive feedback.

Rowe has begun their design. We would like to perform this work in 2021. Once crews can begin work, they will survey the area and prepare engineering documents that will get us to bid.

Concerning inflow and infiltration (I&I), the county met with communities about the current status and long term solutions for the sanitary sewer systems. This is something we have been actively reducing for years through manhole water proofing and pipe lining. However, there are still issues, and the higher levels of government are pushing hard to reduce I&I.

In pursuing the 'general permit' that is issued by EGLE, the county will be mandating targets for I&I reduction. We do not know what this will look like for our community since many things come into play, including the current wet weather ratio, the ability of surface water management to effectively remove water from problem areas, and the capacity of the county interceptor. A plan is expected to be crafted by 2022. I will keep the council informed.

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

Work is underway on:

Oakview from Winston to Daval
Winston from Chesterfield to Oakview
Oxford Court
Miller from Tallmadge to Dye
Bristol from Elms to Miller

UPDATE: THIS MAIN IS NOT BEING REPLACED BECAUSE IT WAS REPLACED SINCE 2000: Chelmsford from Winston to Daval

Chelmsford and Oakview (to Seymour) will be completed next year, along with the remainder of the water main work, which will include Morrish Road from Fortino to I-69 and Miller from Raubinger to Elms.

Prior system report findings follow:

The Genesee County Drain Commission - Water and Waste Services Division Water Master Plan, indicates they are considering a northern loop to provide redundancy and stability to the system. This is good news since Gaines and Clayton Township rely on the overstressed Miller line. There is currently not any cost or participation information available. I will keep the council informed.

The city has been working with the county to abandon the Dye Road water main in the vicinity of the rail line. Note that we are holding this action pending the master plan review. This line is prone to breaks, which can be very costly and dangerous near the rail spur. The intention would be to connect our customers to the other side of the street, onto the county line. It appears the transition cost would be about \$25,000. We will work with the county on this matter and report back on our findings.

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

The last of the lots acquired prior to the special assessment have been approved for sale. The city also has two more lots that were acquired through the tax reversion process. At this point the buyer, JW Morgan, has been granted an extension to purchase the lots. We expect the lots to transfer in the next 60 days.

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

The July newsletter should be in the mail by the time you receive this.

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

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

1. The city submitted another application for **DNR Trust funds for 2021 construction of the Genesee Valley Trail**. The MDOT grant is conditionally awarded. We seek to apply again for the Trust fund grant and combine this with the Safe Routes to School initiative for 2021 construction.
2. The **raceway has surrendered its 2020 race days due to a lack of beneficial state statutory changes**. They intend to use the site for thoroughbred horse racing. There is currently some pending legislation that could make this a reality, and they are optimistic. They held an equipment auction in late June.
3. Communities First has a purchase option for **Mary Crapo**. The zoning, site plan, and PILOT for the 40 unit building conversion have been approved by the city. The land purchase and state approvals are still pending. The park board recommends against the lease unless terms are dramatically improved to allow flexible public use.
4. **(Update)** The **school bond** passed and many improvements are expected in 2020 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Work has commenced on Syring and Elms School, as well as the high school athletic complex. Plans are being submitted for the Middle School. The schools in the city are in a rigorous state of improvement at the moment. It also appears that the school will be adding a

walking path on their high school campus that should be integrated with other pedestrian features.

5. **Street repair in 2020** is to include part of Chelmsford, the remainder of Winston, Oakview east of Daval, and Oxford Ct. We will be completing the remainder of Chelmsford and Oakview to Seymour in 2021. The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022. COVID 19 may put a stop to some or all work efforts.
6. The **Applecreek Station** development of 48 townhomes is seeking final review by the county. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. This project is on hold pending the sewer relief project.
7. **(Update)** The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval (July 22, 2019). This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. A drainage solution has just been approved by the county. The developer indicates they may be able to start soon. They will be working to finalize the master deed and condominium documents so that the purchase agreement can be executed and the property transferred. The resolutions and agreement still enable this activity, despite the delay. If council members wish to revisit this, please let the council know. Otherwise, we hope to have the transfer and start occur this fall.
8. The next **Springbrook East** phase is under construction. We have a tentative agreement to enable the developer to complete the improvements of underground and street repair. These improvements will be public, which makes the quality of improvements very important. Inspections and bonding will be required to ensure such quality.

✓ **TRAILS** *(No Change of Status)*

We are trying other channels with General Motors for the needed easement. We believe we are making headway.

Other easements are being pursued as needed. We hope to get initial scoring on the DNR grant this summer, with a final answer by late fall.

The MDOT grant is still awarded and awaiting use. We hope to get all easements and the DNR funding with time to bid this winter and construct in 2021. It is unclear what the match will be at this point, but it will be at least \$200,000 by most accounts.

✓ **REDEVELOPMENT READY COMMUNITIES** *(Update)*

The Request for Proposals is out and I previously included a copy in the packet. The showcase will be a virtual event on July 30th. I encourage all council members to attend.

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

The housing market is not moving in any direction that we can discern. Being a presidential election year, I expect investment to be tepid as the nation awaits results.

As such, if we have movement on the lot sales, we will take it. However, I do not see much value in remarketing the properties. The previous report follows.

I am seeking release from the buyers of tax reverted property on Wade Street and Heritage. I am doing so because the council granted sale approval over one year ago, but the purchase agreements remain unsigned after numerous requests. We can look to reoffer the properties or allow time to mature the prospects more.

✓ **8002 MILLER** (*Business Item*)

By June 10, Lasers was operational again and agreed to begin making lease payments by July 1st. (Payments were abated due to the COVID closure restrictions). We have not received any payments by this deadline or any other subsequent deadline that the tenant indicated. No payments have been made since the inception of COVID 19 restrictions, and the lease was not current at that time. As of writing, there is an outstanding balance of \$3,000, which reflects the amount owed prior to the abatement period.

Communication has been poor, with none of our recent calls returned. Email communication is limited. However, statements made indicating payment plans have all fallen through. We have attempted to keep these channels open in order to fairly gauge expectations. For example, I continually stress the need to be honest about payment timelines, long term financial abilities, and expectations. We also stressed partial payments, with no amount being too small to show good faith.

This is a tough topic for discussion moving forward. We do not have insight into the business financials. However, common sense indicates that the florist business must be struggling tremendously with the knowledge that weddings, funerals, school events, and related activities have ceased or are very limited. On the other hand, we have lost confidence in the tenant to be open and honest about needs and expectations. Certainly, the city cannot continue with a lease to sale expectation if there are not any lease payments being made.

The city has some options. The council can continue a full forbearance period due to in the impact of COVID. The city can also declare a formal end to the forbearance period, with an expectation for payments. The agreement then contains all the standard measures to proceed to collect such payments or enter default. I suspect some other negotiation or middle ground may be desirable. The issue is the lack of communication with the tenant. I will continue to try to reach out for contact prior to the meeting and invite the tenant to our meeting as an option.

✓ **SCHOOL FACILITY PROPOSAL** (*No Change of Status*)

As noted at the last meeting, the school had to remove their bus communications radio tower. To reconstruct one would be quite costly to the taxpayers. In lieu of that option, they are seeking to place a repeater on the water tower. Their contractors have been granted supervised access to the tower to conduct inspections. I have also given them a model lease that we use for Tri-County Wireless. This should work to reduce their costs and add some nominal income to the city.

✓ **BREWER TOWNHOMES** (*Update*)

County approvals have been granted for storm water. The developer now indicates they may be able to start soon. They will be working to finalize the master deed and condominium documents so that the purchase agreement can be executed and the property transferred. The resolutions and agreement still enable this activity, despite the delay. If council members wish to revisit this, please let the council know. Otherwise, we hope to have the transfer and start occur this fall.

✓ **CDBG (No Change of Status)**

At this point, we are looking to upgrade street name/stop signs in the downtown area using these funds. Improvements should be eligible for funding in the fall of 2020.

✓ **SAFE ROUTES TO SCHOOL (No Change in Status)**

A conditional award has been made by the MDOT! We are hopeful that this will enable installation of paths near the middle school, Elms, and Syring for student safety. These connections will also enhance our trail network. Andy is working on easements at the moment, and we are getting some initial memorandums of understanding regarding the use of private property. We anticipate moving into engineering this summer so we can construct in 2021.

✓ **CENSUS COMPLETE COUNT COMMITTEE (Update)**

The 2020 census deadline has been extended. The committee is creating alternate plans for their function due to COVID 19 social distancing protocols. Volunteer efforts with high school students have been suspended. As of writing, it appears our total response rate is 79.0%, well above the state average of 68.4% and national average of 62.4%. However, we appear to be plateauing. Make sure your friends and neighbors have participated. Even getting one family to fill this out could amount to tens of thousands for roads and other services in the coming years!

✓ **GIS MAPS (No Change of Status)**

Staff is now able to edit the maps and accompanying data fields for our GIS system. This includes underground water, sewer, and storm facilities. We are also mapping basic street data. This system is going to be accessible by our staff anywhere in the city by mobile device and will enable locational support, as well as important maintenance and related data fields related to infrastructure.

We are also exploring the use of work order applications with GIS that will save some time and better integrate data analytics for our infrastructure. Some of these features may be viewable by the public as well once we are established.

✓ **SHARED SERVICES AGREEMENT-MUNDY TOWNSHIP (Update)**

Mundy's park is still under construction but things are moving forward. We have begun active discussions with Mundy Township and our staff. We are working with Mundy to ascertain their service expectations so we can determine what we need to provide. For example, our equipment and labor expectations change greatly if they require 365 day service versus weekly service May through June. Once we narrow down the work parameters we can provide an assessment of impact for our department and a cost estimate for Mundy. The city council and township board will then review an agreement. This would likely model our shared building service agreement.

The previous report follows:

Mundy Township is very interested in utilizing our existing labor and equipment resources to support their new park facility on Hill Road. We have come to verbal terms with each other regarding expectations. I have also ensured we have the capacity and willingness from the DPW Director and union steward that represents the crew that will be doing the work. The city Treasurer is also equipped to track, report, and invoice such services by virtue of extending a system of accounting that we use to enable our staff to maintain the park and ride.

Moving forward, I expect to deliver a short shared services agreement that will enable city labor and equipment to be used to maintain the Mundy Township park. Again, this agreement will resemble the MDOT park-and-ride service expectation, while taking the form of the shared service agreement we have with Mundy Township for building services. Conceptually, I think this is a great idea to create efficiency for the township and more capacity for the city, while ensuring costs are fairly and appropriately covered. The working plan appears to support the concept in terms of its functionality and demand on our resources.

✓ **DISC GOLF** (*Update*)

Staff walked the course on June 25th. Volunteers have since been clearing brush and marking fairways. This will greatly improve our assessment of needs for grading. We are making great progress on planning the routes and getting some investment. We will look to have Glaeser Dawes use the front of the site for staging his construction crews. This will enable creating of an aggregate parking area, site grading, and the addition of fill/spoils that will benefit the course. (It is also a great way to keep them near the construction sites without causing any issues!).

Disc Golf is in the recommended budget, so we expect to proceed with installation with Park Board guidance. We hope to meet the disc golf committee onsite soon to go over the course markings and develop a funding plan and timeline for implementation.

✓ **REPUBLIC WASTE SERVICES** (*No Change of Status*)

Our community, along with all other known Republic customers in the area (Clayton, Mundy, & Flint), have been having fits with service levels. Complaints vary from week-to-week, but they were noticeably bad in early June. Most of these centered on the lack of timely yard waste collection. Other complaints continue at levels that are unacceptable. These include missed collections, missed streets, delayed recover, no recovery, & failure to deliver bins.

Service for the second half of June and first July pickup has improved dramatically. Republic indicates that they have had many region-level staffing changes in management. They also indicate that they have rented more trucks and have additional drivers in order to ensure that service is improved. As of writing, they are above 100% staffing and state that the service is going well for the area, including Swartz Creek.

Republic notes that waste is elevated about 30% in residential communities based upon higher day-time populations.

Gary Hicks indicates that Republic will send representatives to our August 10, 2020 meeting to go over the service.

✓ **WELL-HEAD SITE** (*No Change of Status*)

The potential user is still considering the city property. If they proceed, they will conduct a full title search, partial survey, and environmental analysis. They agree to share all of their findings in exchange for access. If there is still interest, they will need to secure zoning approval from Vernon Township in Shiawassee County. They will look to seek a letter of agreement with the city at some point during this process.

With that said, no commitments have been made. The city council will still have ample opportunity to consider a tenant after a site design is completed and findings regarding water rights impact, zoning, and finance are considered. The previous report follows:

For some time, we have known that our well-head in Shiawassee County is of minimal value. A sale seems unlikely due to its circumstances. If Project Tim were a go, things would be different. However, that appears unlikely. In the meantime, the old pump house and fencing should probably be removed to make sure there are no risk factors left on the site.

As chance would have it, a company that provides high speed internet is interested in using this site for the purpose of installing a 25' x 28' enclosure with a satellite transmitter for area residents. They are offering to pay \$500/monthly to do so. They would also incur other incidental costs, including real and personal taxes that may be incurred. I am including their letter and concept plans. I indicated that the council may have an interest.

This is up for discussion at the meeting [January 13, 2020]. The upside is income. The downside is that it might encumber the site with a user that could compromise a future use. Even so, we could probably mitigate this.

✓ **MARY CRAPO** (*No Change of Status*)

The zoning, site plan, and PILOT have been approved for the 40 units of senior housing within the original building. The land sale is still pending by the school, and the state will be considering funding.

The developer offered a lease to the city, but this matter has stalled. While the maintenance and improvement of a recreational area in downtown has many intrinsic benefits, there are costs and limits as indicated in the lease mark up. I included this in the April 13th packet for discussion. In concept, a long term lease can make much sense to preserve this feature and make enhancements. However, the developer limited options for use (ballfield) and created some uncertainty with the limits on lease rights. There is also the ever-present matter of providing resources to maintain such a feature.

So, the real issue is, do we seek a ballfield area to be held in public trust (at the city's cost), or do we enable the developer to own it for their use. The park board considered this matter at their May and June meetings (with school administration input at the June meeting). There was no interest in leasing the park for a ballpark only. This appears to reflect a requirement that the owners maintain the ballfield for the school or pay the

school to relocate it. If this is the case, they might see the city as a means to uphold their obligations.

The board resolved to reject the lease option as written at the May meeting and affirmed this stance in June. There is still a degree of interest for a lease if the city could maintain it as total green space or if the city had the ability to choose the recreational use.

Currently, Communities First feels the ballfield must be retained as the exclusive use of the site because that is what they feel the community desires. It appears Communities First will owe the school district \$70,000 if the ball field is removed. I communicated the findings of the park board to Communities First.

✓ **COVID 19** *(No Change of Status)*

The amended opening plan is on the city website. I can happily report that our work operations and the overall function of the community appears to be stable and adequate, continues despite some remaining restrictions. At this point, we carefully watch the national and state trends in COVID impacts, as well as the resulting policy. Note that we do not expect to go back to 'normal' operations any time soon.

Moving forward we can expect a number of direct and indirect pressures and changes that will impact our community and our city operations. Among those, I expect limits on our staff production, especially should the virus directly impact employees. We are utilizing remote (home) work operations, flexible scheduling, single occupancy vehicles (DPW), cancellation of home appointments, closure of the municipal office/park facilities, and related actions. The public will feel the impact of the office and park limits, as well as the ability of staff to freely and openly engage in routine business. This will make life slow down, plain and simple.

We can expect revenue hits. The economy is taking a remarkable beating. This will result in hardships for the residents, businesses, and other service providers. We can expect reduced state general revenue sharing, Act 51 street revenues sharing, and property values. We can also expect late utility/tax payments, foreclosures, and building activities. We are already placing a more critical eye on our expenses.

✓ **8067 MILLER ROAD** *(Update)*

We have acquired the property and taken over maintenance and upkeep. I am holding off on the survey and any interior finishing, pending the results of the request for proposals that is out for the Lovegrove Building.

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

✓ **MONTHLY REPORTS** *(Update)*

There are some routine reports included for your information.

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

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

The Planning Commission met on March 10th. The meeting focused on Mary Crapo. There was public comment related to the zoning request for Mary Crapo. This included only the 2.2 acres of the 5 acre site that are related to the senior

apartment site plan. This includes the existing school, a small expansion, and related parking areas.

The commission recommended zoning the property to RM-1. The also conditionally approved the site plan. While the question of the remaining green space was not an official business item, there was a positive reception to retaining this space in the public trust moving forward.

There next meeting is scheduled for August 4. This is likely to be cancelled due to COVID 19 mitigation.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY (Update)**

The DDA had a meeting on July 9. The meeting was held virtual instead of at the park due to high temps. They approved purchase of a utility trailer for the movies and general use. They also affirmed their budget and affirmed offices for the next year. The chair is Mr. Krueger, vice chair is Mr. Beedy, and secretary is Ms. King.

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

The ZBA did not have a March meeting due to COVID 19 mitigation. Their annual meeting will be postponed, which will be held with or without other business. This is expected to include training

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

The Park Board had a real meeting in Abrams Park on July 1. The slip and slide was cancelled. Disc golf was discussed (see above). There was also discussion about vandalism at Abrams Park. Metro has been very helpful with tracking cases, and additional lighting is planned.

The board also enabled the creation and maintenance of a rock garden in Bi-centennial park by the women's' club. There is ongoing discussion about what to do with the tennis courts at Abrams Park.

The next meeting is slated for August 5th and shall be in the park pavilion in Bicentennial Park.

✓ **BOARD OF REVIEW (Update)**

Board of Review was July 21 at 9:00 a.m. They have the authority to review principle residency exemptions, poverty exemptions, veteran exemptions and errors. Due to COVID, folks can also protest their assessment like they can in March.

The BoR had 6 people attend. Two people requested PREs, which were granted. Four people protested their assessment or taxable value; all were denied except one that was a recapping issue. They also had one PRE request by letter that was granted.

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **CDBG SIGNATURE CARDS** (*Business Item*)

The community development block grant program that the city participates in is operated by the Genesee County Metropolitan Planning Commission. This program allocates about \$30,000 to the city on a three year basis for community development projects. We have used it for streetscapes in downtown and on Elms Road, as well as funding for the senior center. As a part of doing business, they require updated signature cards for the disbursement of funds. A resolution is included to this end.

✓ **BLACK LIVES MATTER** (*Update*)

The organizers of the Saturday, July 11, 2020 protests at the civic center/downtown have reached out to our county commissioner, myself, the city council, and the Metro Police Department of Genesee County leadership to open a dialogue regarding racism and police brutality as a national concern. They are interested in meeting with our council.

I forwarded their request to all council members. I also responded that the council has two primary avenues to host this discussion. The first is to engage the council as a whole, which is best approached through dialogue at a scheduled public meeting. This could be in the form of a scheduled business item, workshop, or public comment. The second avenue is to meet with a committee of the whole or members as individuals. This would provide greater flexibility and a less formal opportunity for dialogue. Due to the Open Meetings Act requirements, a non-public meeting with a quorum of council is not possible.

A third option is for the BLM group to host a venue in which our council members can attend as individuals, similar to an educational event or other public occurrence. As of writing this appears to be the preferred option. I do not have specifics, but it appears there may be an online meeting held by this group on Tuesday afternoon.

Note that I also made an inquiry seeking an explanation in regards to the protest not going according to their written or verbal plans that were communicated to Chief Bade and myself. They indicate they will respond to this question.

✓ **CARES FUNDING** (*Update*)

CARES Act funding (COVID 19 stimulus) is being made available to businesses, governments, and individuals in numerous ways. One of the primary avenues for local governments to acquire such funding is through public safety payroll reimbursement and hazard pay reimbursement. This is a potentially large reimbursement for most public safety employees of counties, cities, townships, villages, and airport authorities. In essence, such employers may recover most of their payroll for all public safety officers, regardless of their activities for the qualifying period.

The big catch is that *authorities* are not eligible, nor can sponsoring municipalities apply on their behalf as funding entities. This means that all authorities formed using the Urban Cooperation Act are out of luck and ineligible. This includes most, perhaps all, fire authorities in the state, of which there are many. It obviously includes our fire and police authorities. This is a huge kick in the pants for those communities that followed best practice to consolidate services per state guidance.

I have been working with our two public safety chiefs to pursue avenues for change at the state and federal level. Our request to the policy makers is to include authorities in future stimulus aid packages and to make payroll reimbursement retroactive for such entities. The Michigan Municipal League and their policy/advocacy consultants hear us loud and clear and are hoping for such change.

With that door shut, we still took the initiative to submit payroll reimbursement for qualifying activities of our DPW staff. This appears to be a grey area for some, but we wish to get our tax dollars back to the greatest extent possible. Deanna and her staff worked very diligently to get a submission into the state prior to the deadline of July 17th. We expect nothing, but we hope to get about \$25,000.

Council Questions, Inquiries, Requests, Comments, and Notes

Miller Road RVs & Blighted Homes: We are working to streamline communication between building services, Metro PD, and the city prosecutor. Many of these violations are in the works and have pre-trial dates. Others have been acted upon since our last meeting to commence and/or continue orders for injunctive relief.

Outdoor Tavern Districts: The state enabled cities to create outdoor 'social districts' in which alcoholic beverages are permitted to be carried and consumed. This is a temporary provision that attempts to compensate taverns for losses due to occupancy restrictions. This is something that I am sure our two taverns will prefer in or near the downtown. Based upon my initial review, we do not qualify because there are not two licensed establishments adjacent to a potential common area (area of open consumption operated by the public).

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, July 27, 2020, 7:00 P.M.**

Resolution No. 200727-4A MINUTES – July 13, 2020

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Tuesday, July 13, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200727-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of July 27, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200727-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of July 27, 2020, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200727-8A RESOLUTION TO APPROVE AN UPDATED CDBG SIGNATURE CARD

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek participates in the Genesee County Community Development Program; and

WHEREAS, the Genesee County Community Development Program has requested that we update our authorized signature cards.

NOW, THEREFORE, BE IT RESOLVED that the following individuals be authorized to request reimbursement from the Community Development Block Grant Program:

1. Deanna Korth, City Treasurer
2. Adam Zettel, City Manager
3. Connie Olger, City Clerk
4. Andrew Harris, City Director of Public Services and Engineer

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
AT ELMS PARK PAVILION #2
DATE 07/13/2020**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, City Attorney Chris Stritmatter, Director of Community Services Andy Harris.

Others Present: Lania Rocha, Metro PD Chief Bade, Lou Fleury, Joe Perrault, James Florence, Todd Florence, Larry Cummings, David Spillane.

APPROVAL OF MINUTES

Resolution No. 200713-01

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday June 22, 2020 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 200713-02

(Carried)

Motion by Councilmember Henry
Second by Councilmember Farmer

I Move the Swartz Creek City Council approve the Agenda as, amended for the Regular Council Meeting of July 13, 2020, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 200713-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of July 13, 2020, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

MEETING OPENED TO THE PUBLIC:

Lou Fleury OHM, gave an update on the USDA construction project.

COUNCIL BUSINESS:

MILLER SETTLEMENT AWARD

PRESENTATION

Mayor Krueger presented James Florence with the 2019 award. Jim moved into Springbrook Colony in 1998. He has served on the city's Park Board, Zoning Board of Appeals, Planning Commission and City Council. His involvement with the United Methodist Church in Swartz Creek is extensive. Other groups James has been involved with are Swartz Creek Senior Center, Springbrook Colony Association and Kiwanis. He was crucial to the development and operation of the Kiwanis Krystal Art Fair, a robust annual art fair in Elms Park. He has made Swartz Creek a better place to live.

James thanked everyone for the award. He feels we have a lot of committed people on our council and in our administration.

RESOLUTION TO APPOINT VARIOUS OFFICIALS TO THE BOARD OF REVIEW PLANNING COMMISSION, DOWNTOWN DEVELOPMENT AUTHORITY, AND ZONING BOARD OF APPEALS

Resolution No. 200713-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

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

WHEREAS, there exists two vacancies on the Zoning Board of Appeals, Board of Review, and the Planning Commission; and

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

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

- | | | |
|-------------------|---|--------------------------|
| #200713-8A | <u>MAYOR APPOINTMENT:</u>
Board of Review, Resident
Three year term, expiring June 30, 2023 | Robert Plumb |
| #200713-8B | <u>MAYOR APPOINTMENT:</u>
Board of Review, Resident
Three year term, expiring June 30, 2023 | Larry Cummings |
| #200713-8C | <u>MAYOR APPOINTMENT:</u>
Zoning Board of Appeals, Alternate
Three year term, expiring June 30, 2023 | Samantha Fountain |
| #200713-8D | <u>MAYOR APPOINTMENT:</u>
Zoning Board of Appeals
Three year term, expiring June 30, 2023 | Ron Smith |
| #200713-8E | <u>MAYOR APPOINTMENT:</u>
Planning Commission, Resident
Three year term, expiring June 30, 2023 | Betty Binder |
| #200713-8F | <u>MAYOR APPOINTMENT:</u>
Planning Commission, Resident
Three year term, expiring June 30, 2023 | Tom Wyatt |

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

RESOLUTION TO SET THE 2020-2021 COUNCIL MEETING SCHEDULE

Resolution No. 200713-05 (Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, Act 261 of the Public Acts of the State of Michigan of 1968, as amended, requires a public notice of the schedule of regular meetings of the Swartz Creek City Council be given once each calendar year or fiscal year and that said notice shall show the regular dates and times for the meeting and the place at which meetings are held; and

WHEREAS, the Act directs that notice be posted prominently at the principle office of the City of Swartz Creek or at the public building at which meetings are held or published in the newspaper of general circulation in Swartz Creek,

NOW, THEREFORE, pursuant to the Act, public notice is hereby given that regular meetings for fiscal year 2020-2021 shall be held twice each month, and further, that all meetings shall be held in the Paul D. Bueche Municipal Building Council Chambers located at 8083 Civic Drive, Swartz Creek, Michigan, unless otherwise provided in advance by the City Council, and further, meetings shall commence at 7:00 P.M. on the following dates:

July 2020:	Monday – 13 th (approved at 2/22/20 meeting) Monday – 27 th
August 2020:	Monday – 10 th Monday – 24 th
September 2020:	Monday – 14 th Monday – 28 th
October 2020:	Monday – 12 th Monday – 26 th
November 2020:	Monday– 9 th Monday – 23 rd
December 2020:	Monday – 7 th Monday – 14 th
January 2021:	Monday – 11 th Monday – 25 th
February 2021:	Monday – 8 th Monday – 22 nd
March 2021:	Monday – 8 th Monday – 22 nd
April 2021:	Monday – 12 th Monday – 26 th

May 2021: Monday – 10th
Monday – 24th

June 2021: Monday – 14th
Monday – 28th

BE IT FURTHER RESOLVED that the Clerk is hereby directed to post a copy of this resolution in a prominent place in the City Offices of the City of Swartz Creek.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to supply forthwith, upon request, a copy of this resolution to any newspaper of general circulation in the political subdivision in which the meetings will be held and/or to any radio or television station that regularly broadcasts into the City of Swartz Creek.

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

RESOLUTION TO APPROVE AN INCREASE IN PAY TO ELECTION WORKERS

Resolution No. 200713-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, State Election Law requires all precincts using the electronic poll book to have a receiving board review all documentation prior to submission to the county clerk on election night; and

WHEREAS, the City of Swartz Creek Election Commission met on June 17, 2020 and voted unanimously to recommend increases to the receiving board compensation to \$40.00 (first 2 hours) plus \$10 per hour after, bringing the pay in line with other county jurisdictions, and pay each election inspector an additional \$25.00 hazard pay for the August & November 2020 elections due to COVID 19 Pandemic.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes for receiving board member \$40.00 (first 2 hours) plus \$10 per hour after that and each election inspector receives an additional \$25.00 hazard pay for the August & November 2020 elections due to the COVID 19 Pandemic, effective July 13, 2020.

Discussion Ensued.

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

ABSTAIN: Farmer, Hicks.

RESOLUTION TO APPROVE CONSUMERS ENERGY LIGHTING REMOVAL AND REPLACEMENT WORK ORDERS & CONTRACT

Resolution No. 200713-07

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

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

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

WHEREAS, the City is investing in reconstructing streets in Winchester Village and is including LED conversions of street lights and the addition of decorative pedestrian lighting; and

WHEREAS, CE supplies street lighting services to the city under a current standard street lighting contract which outlines specific fixture counts and types, said contract restated on November 1, 2014 and revised and approved by the city council as recently as May 5, 2017; and

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

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

NOW THEREFORE, BE IT RESOLVED, it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of Swartz Creek, dated November 1, 2014, in accordance with the Authorization for Change in Standard Lighting Contract dated March 23, 2020.

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

BE IT FURTHER RESOLVED, that the city agrees to the terms and conditions of forms 547 and 548 as included in the city council packet of July 13, 2020 and further directs the Clerk to execute said forms that represent the aforementioned terms and conditions.

Discussion Ensued.

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

RESOLUTION TO APPROVE DISTRICT 3 TELEVISIONING PROPOSAL

Resolution No. 200713-08

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Henry

WHEREAS, the city owns, operates, and maintains a system of sewer collection lines that transport sewer to the county interceptors located at various locations in and around the community; and

WHEREAS, capacity limits, especially as it pertains to wet weather events in district 3 and inflow/infiltration, have been revealed by flow meter analysis conducted in 2019; and

WHEREAS, Rowe Professional Services Company has been working with city staff to prepare solutions for the noted issues in the system and is situated to engage in further testing and analysis that will result in a basis for an improvement plan; and

WHEREAS, televising of the lines is required to ascertain the exact condition of the system that is impacted, including size, location of laterals, and inverts; and

WHEREAS, the city has a proposal to do so from its pre-approved sewer lining contractor; and

WHEREAS, such work is noted in the current sewer asset management plan as essential.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby approves the proposal from Granite Inliner (formally Liquiforce), dated July 6, 2020, per the unit costs listed, totaling in an estimate of \$9,435, funds to be appropriated to the Sewer 591 fund.

Discussion Ensued.

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

RESOLUTION TO AFFIRM USDA EXPENSES AND REQUEST REIMBURSEMENT FROM THE USDA

Resolution No. 200713-09

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Cramer

WHEREAS, the City of Swartz Creek closed on a USDA grant and loan program to support water main improvements in the city, and

WHEREAS, the USDA requires that all expenses related to the water main projects be approved by the city council for a reimbursement draw, prior to submitting such a request to the USDA, and

WHEREAS, the expenses for the work have been approved with a unit-based contract, and

WHEREAS, routine draws are to be processed by the City Treasurer, reviewed by the City Council, and submitted to the USDA for reimbursement within narrow time limits.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council affirms and approves the draw request and all affiliated invoices and payments as included in the city council packet of July 13, 2020.

BE IT FURTHER RESOLVED, that the City Council directs the City Manager or his designee to submit the draw request to the USDA.

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

PARADE PERMIT FEE

DISCUSSION

Mayor Krueger suggests in future parade permit must be applied for with a deposit made, due to the event last Saturday that caused unplanned traffic issues.

Mr. Zettel responded that we also have a street closure permit that would probably work for events like past Saturday. He feels with any event causing a street closure should have a deposit should be on file. He needs to consult with city attorney and he will report back with additional findings.

MEETING OPENED TO THE PUBLIC:

Resident from Gaines would like the city to post notice in future of events that may cause traffic issues, such as the protest on Saturday. She was stopped by the event Saturday and had a critical appointment.

James Florence thanked everyone for the award.

Joe Perrault 6737 Nemer Ct., concerned with the blight issues on Miller/Elms southwest corner. Mr. Zettel responded that we are awaiting court dates and due to the pandemic blight issues are not the courts priority and we have no timeline on that date.

David Spillane President Fine Arts, concerned about the Pajtas Theater when the city public property is being used for events. He thanked Metro Police and the other units who assisted in last Saturday's event.

He would like someone to check the vacant lot next to him for the tall weeds, he also believes there is someone squatting on the property.

REMARKS BY COUNCILMEMBERS:

Councilmember Cramer said it's great to see the construction going on around the city and great to see everyone in person. It was great to have all the veteran support last Saturday.

Councilmember Farmer it's so great to see everyone again. He would like to set up next meeting to be done outside.

Councilmember Hicks was at both planned protests and the Friday one went really well. At the Saturday protest she was really surprised about the protesters heading into the street. She was very impressed with the Police presence and they did a great job.

Councilmember Gilbert great to be back. Glad to see everyone and everyone stay healthy and safe.

Mayor Pro Tem Pinkston was tickled to see the veterans Saturday.

Mayor Krueger thanked everyone for coming out tonight.

JULY 27, 2020 COUNCIL MEETING

Resolution No. 200713-10

(Carried)

Motion by Councilmember Henry
Second by Councilmember Cramer

I Move the Swartz Creek City Council approve the July 27th city council meeting be held at 7pm at Abrams Park.

Unanimous Voice Vote.

ADJOURNMENT

Resolution No. 200713-11

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Henry

I Move the Swartz Creek City Council adjourn the regular meeting at 8:13 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 06/30/2020

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,280,530.00	2,303,417.56	2,241,097.12	62,320.44	97.29
172.000 - Executive	0.00	0.00	22,500.00	(22,500.00)	100.00
215.000 - Administration and Clerk	42.00	42.00	50.55	(8.55)	120.36
262.000 - Elections	0.00	350.00	350.00	0.00	100.00
301.000 - Police Dept	3,800.00	4,195.95	4,278.45	(82.50)	101.97
336.000 - Fire Department	0.00	800.00	3,138.03	(2,338.03)	392.25
345.000 - PUBLIC SAFETY BUILDING	28,100.00	28,100.00	27,340.12	759.88	97.30
410.000 - Building & Zoning & Plann	65,830.00	74,780.00	110,772.34	(35,992.34)	148.13
448.000 - Lighting	9,870.00	9,870.00	9,651.69	218.31	97.79
448.001 - Decorative Street Lighting	8,165.39	0.00	0.00	0.00	0.00
728.005 - Holland Square Streetscap	0.00	40,000.00	40,000.00	0.00	100.00
782.000 - Facilities - Abrams Park	100.00	140.00	280.00	(140.00)	200.00
783.000 - Facilities - Elms Rd Park	6,700.00	6,700.00	6,484.58	215.42	96.78
790.000 - Facilities-Senior Center/Li	7,980.00	7,980.00	5,023.53	2,956.47	62.95
790.012 - CDBG Senior Center Oper	1,440.95	1,850.00	1,850.00	0.00	100.00
794.000 - Community Promotions P	0.00	1,000.00	1,000.00	0.00	100.00
931.000 - Transfers IN	38,000.00	38,000.00	34,000.00	4,000.00	89.47
TOTAL REVENUES	2,450,558.34	2,517,225.51	2,507,816.41	9,409.10	
000.000 - General	14,160.00	14,160.00	13,641.48	518.52	96.34
101.000 - Council	20,210.43	22,590.69	20,029.37	2,561.32	88.66

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
172.000 - Executive	109,561.45	147,893.93	140,987.43	6,906.50	95.33
201.000 - Finance,Budgeting,Accour	47,008.38	47,033.24	44,922.98	2,110.26	95.51
215.000 - Administration and Clerk	28,138.95	31,686.71	30,240.79	1,445.92	95.44
228.000 - Information Technology	16,600.00	17,442.67	15,663.54	1,779.13	89.80
247.000 - Board of Review	2,450.65	2,702.45	2,702.45	0.00	100.00
253.000 - Treasurer	43,940.75	42,827.37	42,345.35	482.02	98.87
257.000 - Assessor	55,963.72	55,379.76	40,046.97	15,332.79	72.31
262.000 - Elections	58,867.77	59,137.81	27,727.66	31,410.15	46.89
266.000 - Legal Council	20,000.00	20,000.00	14,139.50	5,860.50	70.70
301.000 - Police Dept	7,855.00	7,855.00	7,975.60	(120.60)	101.54
301.266 - Legal Council PSFY	4,100.00	4,100.00	10,065.85	(5,965.85)	245.51
301.851 - Retiree Employer Health C	21,133.00	18,817.40	18,817.40	0.00	100.00
334.000 - Metro Police Authority	990,000.00	992,315.60	992,885.50	(569.90)	100.06
336.000 - Fire Department	200,781.24	200,781.24	143,281.48	57,499.76	71.36
345.000 - PUBLIC SAFETY BUILDING	45,613.25	45,819.90	36,946.24	8,873.66	80.63
410.000 - Building & Zoning & Plann	117,084.00	117,279.00	104,354.59	12,924.41	88.98
410.025 - 2017 CDBG 5157 Morrish	375.00	375.00	0.00	375.00	0.00
448.000 - Lighting	108,165.39	109,210.61	103,699.22	5,511.39	94.95
463.000 - Routine Maint - Streets	0.00	1,125.00	1,125.00	0.00	100.00
728.005 - Holland Square Streetscap	103,700.00	319,456.45	319,456.45	0.00	100.00
781.000 - Facilities - Pajtas Amphith	2,025.62	1,753.28	1,667.57	85.71	95.11
782.000 - Facilities - Abrams Park	43,259.60	40,555.87	36,747.54	3,808.33	90.61

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
783.000 - Facilities - Elms Rd Park	77,407.45	88,066.30	80,530.87	7,535.43	91.44
784.000 - Facilities - Bicentennial Pa	1,930.75	2,532.50	3,061.52	(529.02)	120.89
786.000 - Non-Motorized Trailway	150,000.00	150,000.00	117,877.75	32,122.25	78.59
787.000 - Veterans Memorial Park	3,173.58	2,584.95	2,336.11	248.84	90.37
790.000 - Facilities-Senior Center/Li	36,376.28	30,669.52	30,321.23	348.29	98.86
790.012 - CDBG Senior Center Operi	1,440.95	1,850.00	1,850.00	0.00	100.00
793.000 - Facilities - City Hall	19,505.94	18,288.40	18,874.43	(586.03)	103.20
794.000 - Community Promotions P	40,958.41	50,567.09	51,677.14	(1,110.05)	102.20
796.000 - Facilities - Cemetary	2,492.94	2,641.38	2,635.50	5.88	99.78
797.000 - Facilities - City Parking Lot	7,074.46	6,957.82	6,957.82	0.00	100.00
851.000 - Retired Employee Health	25,377.00	25,377.00	19,623.27	5,753.73	77.33
965.000 - Transfers Out	164,930.00	164,930.00	160,767.50	4,162.50	97.48
TOTAL EXPENDITURES	2,591,661.96	2,864,763.94	2,665,983.10	198,780.84	
Fund 101 - General Fund:					
TOTAL REVENUES	2,450,558.34	2,517,225.51	2,507,816.41	9,409.10	99.63
TOTAL EXPENDITURES	2,591,661.96	2,864,763.94	2,665,983.10	198,780.84	93.06
NET OF REVENUES & EXPENDITURES	(141,103.62)	(347,538.43)	(158,166.69)	(189,371.74)	
Fund 202 - Major Street Fund					
000.000 - General	430,121.00	430,121.00	443,458.54	(13,337.54)	103.10
441.000 - Miller Rd Park & Ride	5,200.00	5,200.00	4,885.22	314.78	93.95
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
453.105 - Fairchild-Cappy to Miller 1	201,600.00	31,661.74	31,661.74	0.00	100.00
463.000 - Routine Maint - Streets	288.00	288.00	3,080.00	(2,792.00)	1,069.44
478.000 - Snow & Ice Removal	500.00	500.00	2,410.06	(1,910.06)	482.01
TOTAL REVENUES	638,959.00	469,020.74	485,495.56	(16,474.82)	

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
228.000 - Information Technology	800.00	948.16	662.75	285.41	69.90
429.000 - Occupational Safety	0.00	135.93	195.39	(59.46)	143.74
441.000 - Miller Rd Park & Ride	5,892.21	6,686.37	5,657.13	1,029.24	84.61
448.000 - Lighting	90,547.00	96,187.00	96,187.00	0.00	100.00
449.500 - Right of Way - General	9,500.00	15,335.39	13,627.95	1,707.44	88.87
453.105 - Fairchild-Cappy to Miller 1	257,000.00	75,838.12	75,688.44	149.68	99.80
463.000 - Routine Maint - Streets	53,521.36	60,927.85	59,516.99	1,410.86	97.68
463.308 - Winston - Oakview to Che	0.00	1,400.00	2,032.00	(632.00)	145.14
473.000 - Routine Maint - Bridges	0.00	425.00	425.00	0.00	100.00
474.000 - Traffic Services	31,334.12	37,893.96	38,362.11	(468.15)	101.24
478.000 - Snow & Ice Removal	39,449.85	35,604.94	32,502.15	3,102.79	91.29
482.000 - Administrative	11,292.50	13,191.68	12,942.78	248.90	98.11
538.500 - Intercommunity storm dri	3,700.00	8,361.07	8,161.83	199.24	97.62
965.000 - Transfers Out	100,000.00	100,000.00	100,000.00	0.00	100.00
TOTAL EXPENDITURES	603,037.04	452,935.47	445,961.52	6,973.95	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	638,959.00	469,020.74	485,495.56	(16,474.82)	103.51
TOTAL EXPENDITURES	603,037.04	452,935.47	445,961.52	6,973.95	98.46
NET OF REVENUES & EXPENDITURES	35,921.96	16,085.27	39,534.04	(23,448.77)	
Fund 203 - Local Street Fund					
000.000 - General	150,691.00	151,949.68	159,553.81	(7,604.13)	105.00
449.000 - Right of Way Telecomm	15,000.00	15,000.00	22,044.35	(7,044.35)	146.96
449.500 - Right of Way - General	1,250.00	1,250.00	0.00	1,250.00	0.00
463.000 - Routine Maint - Streets	288.00	288.00	0.00	288.00	0.00

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
478.000 - Snow & Ice Removal	300.00	300.00	1,606.70	(1,306.70)	535.57
931.000 - Transfers IN	540,000.00	540,000.00	100,000.00	440,000.00	18.52
TOTAL REVENUES	707,529.00	708,787.68	283,204.86	425,582.82	
228.000 - Information Technology	800.00	948.16	662.75	285.41	69.90
429.000 - Occupational Safety	0.00	12.50	12.50	0.00	100.00
448.000 - Lighting	9,021.00	9,021.00	9,021.00	0.00	100.00
449.000 - Right of Way Telecomm	15,000.00	11,205.61	0.00	11,205.61	0.00
449.500 - Right of Way - General	15,000.00	20,159.70	20,159.70	0.00	100.00
449.501 - Right of Way - Storms	0.00	69.94	69.94	0.00	100.00
463.000 - Routine Maint - Streets	197,393.54	197,921.96	66,907.09	131,014.87	33.80
463.106 - Hemsley Reconstruction	85,792.42	440,397.70	440,397.70	0.00	100.00
463.108 - Oxford Court	0.00	1,400.00	1,389.00	11.00	99.21
474.000 - Traffic Services	19,955.58	19,931.31	4,340.00	15,591.31	21.77
478.000 - Snow & Ice Removal	47,564.75	47,530.48	25,299.54	22,230.94	53.23
482.000 - Administrative	16,231.44	16,495.06	15,176.09	1,318.97	92.00
538.500 - Intercommunity storm dr	4,825.00	7,575.00	7,683.64	(108.64)	101.43
TOTAL EXPENDITURES	411,583.73	772,668.42	591,118.95	181,549.47	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	707,529.00	708,787.68	283,204.86	425,582.82	39.96
TOTAL EXPENDITURES	411,583.73	772,668.42	591,118.95	181,549.47	76.50
NET OF REVENUES & EXPENDITURES	295,945.27	(63,880.74)	(307,914.09)	244,033.35	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	631,220.00	631,255.00	648,997.56	(17,742.56)	102.81
TOTAL REVENUES	631,220.00	631,255.00	648,997.56	(17,742.56)	
905.000 - Debt Service	165,475.28	165,475.28	166,210.28	(735.00)	100.44

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
965.000 - Transfers Out	440,000.00	440,000.00	0.00	440,000.00	0.00
TOTAL EXPENDITURES	605,475.28	605,475.28	166,210.28	439,265.00	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	631,220.00	631,255.00	648,997.56	(17,742.56)	102.81
TOTAL EXPENDITURES	605,475.28	605,475.28	166,210.28	439,265.00	27.45
NET OF REVENUES & EXPENDITURES	25,744.72	25,779.72	482,787.28	(457,007.56)	
Fund 226 - Garbage Fund					
000.000 - General	395,423.00	397,656.70	417,353.34	(19,696.64)	104.95
TOTAL REVENUES	395,423.00	397,656.70	417,353.34	(19,696.64)	
000.000 - General	8,873.00	8,873.00	8,456.74	416.26	95.31
101.000 - Council	4,390.35	4,441.94	3,594.22	847.72	80.92
172.000 - Executive	8,768.92	8,712.81	7,573.90	1,138.91	86.93
201.000 - Finance,Budgeting,Accour	7,300.77	7,426.53	6,849.01	577.52	92.22
215.000 - Administration and Clerk	4,228.93	4,827.93	4,675.01	152.92	96.83
228.000 - Information Technology	2,150.00	2,446.32	2,046.60	399.72	83.66
253.000 - Treasurer	8,282.59	8,267.08	7,886.45	380.63	95.40
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
528.000 - Sanitation Collection	290,477.59	291,574.60	301,019.21	(9,444.61)	103.24
530.000 - Wood Chipping	42,355.00	41,523.58	48,247.81	(6,724.23)	116.19
782.000 - Facilities - Abrams Park	4,457.22	5,738.77	6,744.33	(1,005.56)	117.52
783.000 - Facilities - Elms Rd Park	5,203.95	6,282.46	10,019.09	(3,736.63)	159.48
793.000 - Facilities - City Hall	3,905.04	4,239.39	4,200.77	38.62	99.09
TOTAL EXPENDITURES	391,193.36	395,154.41	411,313.14	(16,158.73)	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	395,423.00	397,656.70	417,353.34	(19,696.64)	104.95

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
TOTAL EXPENDITURES	391,193.36	395,154.41	411,313.14	(16,158.73)	104.09
NET OF REVENUES & EXPENDITURES	4,229.64	2,502.29	6,040.20	(3,537.91)	
Fund 248 - Downtown Development Fund					
000.000 - General	45,310.00	45,310.00	46,526.95	(1,216.95)	102.69
728.004 - Family Movie Night	2,500.00	2,500.00	0.00	2,500.00	0.00
TOTAL REVENUES	47,810.00	47,810.00	46,526.95	1,283.05	
173.000 - DDA Administration	2,510.00	2,510.00	2,519.90	(9.90)	100.39
728.002 - Streetscape	475.00	40,475.00	40,000.00	475.00	98.83
728.003 - Facade Program	0.00	10,000.00	10,000.00	0.00	100.00
728.004 - Family Movie Night	3,950.00	14,237.63	13,571.29	666.34	95.32
TOTAL EXPENDITURES	6,935.00	67,222.63	66,091.19	1,131.44	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	47,810.00	47,810.00	46,526.95	1,283.05	97.32
TOTAL EXPENDITURES	6,935.00	67,222.63	66,091.19	1,131.44	98.32
NET OF REVENUES & EXPENDITURES	40,875.00	(19,412.63)	(19,564.24)	151.61	
Fund 350 - City Hall Debt Fund					
000.000 - General	12.75	12.75	12.68	0.07	99.45
931.000 - Transfers IN	88,730.00	88,730.00	84,567.50	4,162.50	95.31
TOTAL REVENUES	88,742.75	88,742.75	84,580.18	4,162.57	
905.000 - Debt Service	89,480.00	89,480.00	85,317.50	4,162.50	95.35
TOTAL EXPENDITURES	89,480.00	89,480.00	85,317.50	4,162.50	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	88,742.75	88,742.75	84,580.18	4,162.57	95.31
TOTAL EXPENDITURES	89,480.00	89,480.00	85,317.50	4,162.50	95.35
NET OF REVENUES & EXPENDITURES	(737.25)	(737.25)	(737.32)	0.07	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	10.00	10.00	16.01	(6.01)	160.10
931.000 - Transfers IN	75,000.00	75,000.00	75,000.00	0.00	100.00

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
TOTAL REVENUES	75,010.00	75,010.00	75,016.01	(6.01)	
336.000 - Fire Department	0.00	5,838.79	5,838.79	0.00	100.00
TOTAL EXPENDITURES	0.00	5,838.79	5,838.79	0.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,010.00	75,010.00	75,016.01	(6.01)	100.01
TOTAL EXPENDITURES	0.00	5,838.79	5,838.79	0.00	100.00
NET OF REVENUES & EXPENDITURES	75,010.00	69,171.21	69,177.22	(6.01)	
Fund 590 - Water Supply Fund					
000.000 - General	2,100.00	9,100.00	11,690.10	(2,590.10)	128.46
540.000 - Water System	2,225,695.00	2,225,695.00	2,109,326.64	116,368.36	94.77
543.230 - Water Main Repair USDA	0.00	0.00	360,446.75	(360,446.75)	100.00
TOTAL REVENUES	2,227,795.00	2,234,795.00	2,481,463.49	(246,668.49)	
000.000 - General	22,382.50	22,382.50	21,141.88	1,240.62	94.46
101.000 - Council	11,606.88	11,730.84	8,986.65	2,744.19	76.61
172.000 - Executive	30,681.16	31,961.16	30,306.27	1,654.89	94.82
201.000 - Finance,Budgeting,Accour	22,649.21	23,005.13	21,612.14	1,392.99	93.94
215.000 - Administration and Clerk	15,872.96	18,639.39	17,034.22	1,605.17	91.39
228.000 - Information Technology	6,000.00	7,333.43	6,286.15	1,047.28	85.72
253.000 - Treasurer	31,271.84	31,804.49	29,952.47	1,852.02	94.18
540.000 - Water System	2,076,741.20	2,099,663.30	1,573,210.50	526,452.80	74.93
542.000 - Read and Bill	56,248.38	56,139.72	48,295.74	7,843.98	86.03
543.230 - Water Main Repair USDA	149,195.00	151,255.00	134,989.00	16,266.00	89.25
793.000 - Facilities - City Hall	10,277.73	10,854.79	10,262.72	592.07	94.55
850.000 - Other Functions	12,000.00	12,000.00	0.00	12,000.00	0.00

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
905.000 - Debt Service	49,916.22	49,916.22	8,343.05	41,573.17	16.71
TOTAL EXPENDITURES	2,494,843.08	2,526,685.97	1,910,420.79	616,265.18	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,227,795.00	2,234,795.00	2,481,463.49	(246,668.49)	111.04
TOTAL EXPENDITURES	2,494,843.08	2,526,685.97	1,910,420.79	616,265.18	75.61
NET OF REVENUES & EXPENDITURES	(267,048.08)	(291,890.97)	571,042.70	(862,933.67)	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	2,500.00	5,200.00	18,377.36	(13,177.36)	353.41
536.000 - Sewer System	1,289,965.00	1,289,965.00	1,242,281.02	47,683.98	96.30
TOTAL REVENUES	1,292,465.00	1,295,165.00	1,260,658.38	34,506.62	
000.000 - General	22,682.50	22,682.50	21,141.88	1,540.62	93.21
101.000 - Council	11,281.88	11,430.84	8,985.25	2,445.59	78.61
172.000 - Executive	30,593.04	31,251.25	29,222.23	2,029.02	93.51
201.000 - Finance,Budgeting,Accour	22,554.21	21,980.08	21,601.64	378.44	98.28
215.000 - Administration and Clerk	16,422.96	17,794.98	17,034.23	760.75	95.72
228.000 - Information Technology	6,000.00	6,545.20	6,286.16	259.04	96.04
253.000 - Treasurer	31,211.70	31,617.83	29,952.79	1,665.04	94.73
536.000 - Sewer System	995,116.56	1,026,006.79	578,902.29	447,104.50	56.42
537.000 - Sewer Lift Stations	9,074.40	10,387.54	9,875.36	512.18	95.07
542.000 - Read and Bill	64,579.13	62,425.03	61,562.75	862.28	98.62
543.400 - Reline Existing Sewers	197,000.00	197,000.00	64,141.00	132,859.00	32.56
543.401 - Flush & TV Sewers	0.00	16,500.00	0.00	16,500.00	0.00
793.000 - Facilities - City Hall	10,069.04	10,573.27	10,223.52	349.75	96.69
850.000 - Other Functions	5,000.00	5,000.00	0.00	5,000.00	0.00
TOTAL EXPENDITURES	1,421,585.42	1,471,195.31	858,929.10	612,266.21	

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,292,465.00	1,295,165.00	1,260,658.38	34,506.62	97.34
TOTAL EXPENDITURES	1,421,585.42	1,471,195.31	858,929.10	612,266.21	58.38
NET OF REVENUES & EXPENDITURES	(129,120.42)	(176,030.31)	401,729.28	(577,759.59)	
Fund 661 - Motor Pool Fund					
000.000 - General	154,115.26	155,581.26	177,984.46	(22,403.20)	114.40
TOTAL REVENUES	154,115.26	155,581.26	177,984.46	(22,403.20)	114.40
172.000 - Executive	10,628.40	10,628.40	9,729.04	899.36	91.54
201.000 - Finance,Budgeting,Accour	7,889.59	7,923.59	7,764.73	158.86	98.00
228.000 - Information Technology	1,150.00	1,446.32	1,086.08	360.24	75.09
795.000 - Facilities - City Garage	188,597.59	189,174.59	151,101.91	38,072.68	79.87
850.000 - Other Functions	9,850.00	9,850.00	0.00	9,850.00	0.00
TOTAL EXPENDITURES	218,115.58	219,022.90	169,681.76	49,341.14	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	154,115.26	155,581.26	177,984.46	(22,403.20)	114.40
TOTAL EXPENDITURES	218,115.58	219,022.90	169,681.76	49,341.14	77.47
NET OF REVENUES & EXPENDITURES	(64,000.32)	(63,441.64)	8,302.70	(71,744.34)	
Fund 865 - Sidewalks					
478.000 - Snow & Ice Removal	1,000.00	1,000.00	1,215.00	(215.00)	121.50
931.000 - Transfers IN	1,200.00	1,200.00	1,200.00	0.00	100.00
TOTAL REVENUES	2,200.00	2,200.00	2,415.00	(215.00)	
478.000 - Snow & Ice Removal	2,200.00	2,200.00	1,215.00	985.00	55.23
TOTAL EXPENDITURES	2,200.00	2,200.00	1,215.00	985.00	
Fund 865 - Sidewalks:					
TOTAL REVENUES	2,200.00	2,200.00	2,415.00	(215.00)	109.77
TOTAL EXPENDITURES	2,200.00	2,200.00	1,215.00	985.00	55.23
NET OF REVENUES & EXPENDITURES	0.00	0.00	1,200.00	(1,200.00)	
Fund 866 - Weed Fund					

GL NUMBER	ORIGINAL BUDGET	AMENDED BUDGET	YTD BALANCE 06/30/2020	AVAILABLE BALANCE	% BDGT USED
000.000 - General	6,800.00	6,800.00	4,830.00	1,970.00	71.03
TOTAL REVENUES	6,800.00	6,800.00	4,830.00	1,970.00	71.03
000.000 - General	2,100.00	2,100.00	1,160.00	940.00	55.24
965.000 - Transfers Out	38,000.00	38,000.00	34,000.00	4,000.00	89.47
TOTAL EXPENDITURES	40,100.00	40,100.00	35,160.00	4,940.00	
Fund 866 - Weed Fund:					
TOTAL REVENUES	6,800.00	6,800.00	4,830.00	1,970.00	71.03
TOTAL EXPENDITURES	40,100.00	40,100.00	35,160.00	4,940.00	87.68
NET OF REVENUES & EXPENDITURES	(33,300.00)	(33,300.00)	(30,330.00)	(2,970.00)	



**GENESEE COUNTY METROPOLITAN PLANNING COMMISSION
COMMUNITY DEVELOPMENT PROGRAM**

1101 Beach Street – Room 223, Flint, Michigan 48502-1470 • (810) 257-3010 • www.gcmpc.org



DEREK BRADSHAW
DIRECTOR-COORDINATOR

CHRISTINE A. DURGAN
ASSISTANT DIRECTOR

June 22, 2020

Connie Olger, Clerk
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473

**SUBJECT: Genesee County Community Development Block Grant (CDBG) –
Authorized Signature Card Updates**

Dear Ms. Olger:

As a local unit of government participating in the Genesee County Community Development Block Grant (CDBG) Program, staff is requesting that the enclosed "Authorized Signature Card" be updated to demonstrate signatures of each person who is authorized by your local government to sign CDBG documents on behalf of your municipality. The current signatories on file for the City of Swartz Creek are:

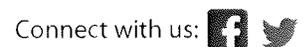
1. Adam Zettel
2. Connie Eskew
3. Thomas Svrcek
4. Deanna Korth

Once the card and Resolution have been completed, please mail them back to our office to the attention of Nichole Odette, Program Services Specialist. If you have any questions, please call me at (810) 766-6547.

Sincerely,

Sheila Taylor, Principal Planner
Genesee County Metropolitan Planning Commission

Enclosures



Unit of Government

RESOLUTION NO. _____

WHEREAS, the _____ participates in the Genesee County Community Development Program; and

WHEREAS, the Genesee County Community Development Program has requested that we update our authorized signature card;

NOW THEREFORE BE IT RESOLVED that the following individuals are authorized to request reimbursements from the Community Development Block Grant (CDBG) Program:

_____ Name	_____ Position

I, _____ the duly elected Clerk of _____, Genesee County, Michigan, hereby certify that the above resolution was passed at the regular meeting on _____ by the Board/Council of the _____.

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (hereinafter referred to as the "Lease"), is made effective as of this 11/6/19 day of November, 2019, by and between the City of Swartz Creek, a Michigan municipality, of 8083 Civic Drive, Swartz Creek, Michigan 48473 (hereinafter referred to as the "Landlord") and Lisa Moore of Genesee County and her business entity Lasers Flowers + Gifts LLC ("Business"), jointly and severally (hereinafter referred to as the "Tenant").

The following is a recital of certain facts which underlie this Lease:

A. The Landlord is the owner of certain real property located in the Swartz Creek, Genesee County, Michigan, commonly known as 8002 Miller Road, Swartz Creek, Michigan, and consisting of one free standing building; the "Demised Premises" hereunder is the basement, first floor, and second floor of such building.

B. The parties wish to provide a presently have a lease agreement for the Demised Premises, which lease is hereby restated in its entirety by this Lease.

NOW THEREFORE, in consideration of the rents to be paid, and in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Lease of Premises. The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Demised Premises. The first floor and basement are to be used for Retail Space for the Tenant's Business and the second floor of the Demised Premises is to be used as a residential space for Lisa Moore.
2. Term. This Lease shall commence on the date this document is executed and shall continue for the term of one (1) year from and after said date.
3. Use and Compliance With Laws. The use of the Demised Premises shall be in accordance with the following terms:
 - a. Compliance With Laws. Tenant will comply with all laws, ordinances, orders, rules, regulations, and other governmental requirements relating to the use, condition, or occupancy of the premises, and all rules, orders, regulations, and requirements of the board of fire underwriters or insurance service office, or any other similar body, having jurisdiction over the building in which the premises are located. The cost of such compliance (including without limitation capital expenditures) will be borne by Tenant. Tenant will not use or occupy the premises, or permit any portion of the premises to be used or occupied:
 - i. in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, or other governmental requirement;
 - ii. for any disreputable business or purpose; or

- iii. in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void, or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the building in which the premises are located or its contents.
4. Rent. The Tenant hereby leases said Demised Premises through the term above stated and shall pay to the Landlord rent for said premises as follows:
- a. Retail Space Rent. The Tenant shall yield and pay during the continuance of this Lease to the Landlord for "Retail Space Rent" of the Demised Premises the sum of eight hundred and no/00 (\$800.00) Dollars per month in lawful money of the United States payable monthly, in advance, upon the first (1st) day of each and every month throughout the term of this Lease. In the event that this Lease term does not begin on the 1st of the month, the first month's rent will be pro-rated to the date of the commencement of the term. Tenant acknowledges that renovations are occurring by the Landlord and when renovations are completed to the Retail Space that Retail Space Rent will increase to one thousand and two hundred and no/00 (\$1200.00) Dollars per month in lawful money of the United States payable monthly, in advance, upon the first (1st) day of each and every month throughout the term of this Lease. In the event the renovations are not completed and Retail Space is not occupied in the new renovated Retail Space on the first of the month, the Retail Space rent increase will be pro-rated to the date the renovations are completed.
 - b. Residential Rent. The Tenant shall yield and pay during the continuance of this Lease to the Landlord for "Basic Rent" of the Demised Premises the sum of eight hundred and no/00 (\$800.00) Dollars per month in lawful money of the United States payable monthly, in advance, upon the first (1st) day of each and every month throughout the term of this Lease. In the event that this Lease term does not begin on the 1st of the month, the first month's rent will be pro-rated to the date of the commencement of the term.
 - c.
 - d. Additional Rent.
 - i. Utilities. Tenant shall pay, as "Additional Rent", all utilities, including gas, electric, telephone, water, sewer, and all other utility charges.
 - ii. "Operating Costs". The Landlord shall pay, as Additional Rent, all "Operating Costs" for the Demised Premises. "Operating Costs" shall mean for this purpose all direct and indirect costs and expenses for operating, maintaining, repairing, managing, insuring and owning the Demised Premises, including, without limitation, the

landscaping, streets, sidewalks and parking areas. By way of illustration and not limitation, Operating Costs include the cost for property taxes pursuant to paragraph 4 b. iii. below; cleaning; snow removal; trash removal; line painting; policing; repairs and replacement (including roof and building repairs and replacement); decorations; music; premiums for the insurance described below; repairs and replacement of paving, curbs, walkways, sewage, landscaping, drainage, and lighting facilities as may be from time to time necessary; all salaries and compensation in connection with such operation and maintenance. Operating Costs shall include depreciation of equipment acquired for use in maintenance.

iii. Taxes. Landlord shall pay real and personal property and other taxes, including any assessments, whether special or general ("Taxes") which may be levied or assessed by any lawful authority against, with respect to or in any way measured by the land and improvements in the Demised Premises which shall be deemed "Operating Costs". All Taxes levied or assessed for or during the term shall be paid on or before the date on which they become delinquent. A copy of a tax bill or assessment bill submitted by Landlord to Tenant shall at all times be sufficient evidence of the amount of the taxes assessed or levied against the property to which the bill relates.

iv. Remedies. In the event of any failure on the part of the Tenant to pay Additional Rent as described above, the Landlord shall have the rights, powers, and remedies provided herein or by law or equity or otherwise in case of non-payment of the Basic Rent.

e. Late Payments by Tenant. The Lease payments fixed herein are based upon prompt payment by the Tenant to the Landlord when payments are due. The parties recognize that late payments involve additional costs for collection, bookkeeping, and the use of funds which would otherwise be available to the Landlord. It is therefore agreed that the Tenant shall pay the Landlord the additional sum of five (5%) percent of the unpaid Lease payment if the Tenant fails to make any of these payments within ten (10) days from the first (1st) day of the month; this late payment addition shall be in addition to any other remedies which the Landlord may have.

f. Payment of Rent. The payment of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate from time to time.

5. Improvement, Condition, and Alteration of Premises.

a. Condition of Premises. No representations, except as are contained herein or endorsed hereon, have been made to the Tenant respecting the condition of said Demised Premises.

- b. Alteration of Premises. Tenant may make any alterations, additions, or improvements to the Demised Premises with notice to the Landlord, with the following exception: any alteration, addition, or improvement to the Demised Premises which will reduce the market value of the Demised Premises must be consented to by the Landlord, which consent shall not be unreasonably withheld or denied. All alterations, additions, or improvements (including carpeting or other floor covering and any other alteration, addition or improvement which is in any manner permanently attached to the floors, walls, or ceilings) made by either of the parties hereto upon the Demised Premises shall be the property of the Landlord and shall remain upon and be surrendered with the Demised Premises at the termination of this Lease, without molestation or injury. The Tenant may continue to own and install equipment, office furniture and trade fixtures put in at the expense of the Tenant, provided that they are removed from the Demised Premises and the Demised Premises are restored to their original condition at the cost of the Tenant at the expiration or sooner termination of this Lease.

 - c. Insurance. Prior to commencement of any work, Tenant shall pay the amount of any increase in premiums on insurance policies provided for herein because of endorsements to be made covering the risk during the course of work. In addition, at the written request of Landlord, Tenant shall, without costs to Landlord, furnish Landlord with a performance bond written by a surety acceptable to Landlord in an amount equal to the estimated cost of the work, guaranteeing the completion of work, free and clear of liens, encumbrances and security interests, according to the approved plans and specifications.
6. Assignment or Subletting. The Tenant will not assign this Lease nor any interest hereunder or any interest in the Tenant; and will not permit any assignment hereof by operation of law; and will not sublet said Demised Premises or any part thereof; and will not permit the use of said Demised Premises by tenants or any parties other than the Tenant, and the agents and servants of the Tenant, without first obtaining the written consent of the Landlord in its sole discretion.
7. Repairs and Maintenance. Tenant shall maintain the entire Demised Premises and appurtenances in good order, condition, replacement and repair. Tenant shall use and occupy the Demised Premises in a careful, safe and proper manner, and shall keep the Demised Premises in a clean and safe condition in accordance with the laws of the state in which the Demised Premises are located and local ordinances and the direction of proper public officers, at the sole cost and expense of Tenant. Tenant shall permit no waste, damage or injury to said premises. At the expiration of the tenancy created hereunder, Tenant shall surrender the Demised Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted. The Landlord shall not be called upon to make any repairs to the Demised Premises except when the Landlord deems it necessary to make the repairs because of the Tenant's failure to make the repairs as required by this

Lease.

- a. Landlord will use Retail Space rent and Residential Rent for paying for renovations that will lead to the rent increase for the Retail Space.

8. Default. Events of Default shall be governed by the following provisions:

a. Events of Default. The following occurrences are "Events of Default":

- i. Tenant defaults in the due and punctual payment of rent, and the default continues for ten (10) days after written notice from Landlord;
- ii. Tenant breaches any of the other agreements, terms, covenants, or conditions that this Lease requires Tenant to perform, and the breach continues for a period of thirty (30) days after written notice by Landlord to Tenant.

b. Remedies. Upon the occurrence of an Event of Default, the Landlord may elect either:

- i. To reenter the Demised Premises by summary proceedings and relet the said premises, making reasonable effort therefor, and receiving the rent therefrom, applying the same first to the expenses of reletting and then to the payment of rent accruing hereunder, the balance, if any, to be paid to the Tenant; but, the Tenant shall remain liable for the equivalent of the amount of all rent reserved herein and such amounts shall be due and payable to the Landlord as damages or rent, as the case may be, on the successive rent days hereinabove provided, and the Landlord may recover such amounts periodically on said successive days; Landlord may at any time after reletting terminate the Lease for the breach on which Landlord had based the re-entry and proceed pursuant to (2) below; or
- ii. To terminate this Lease and to resume possession of the Demised Premises wholly discharged from this Lease. Such election shall be made by written notice to the Tenant at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Demised Premises by reason of the default or breach then existing and shall be final.

c. Holding Over. Should said Tenant, with or without the express or implied consent of said Landlord, continue to hold and occupy said premises after the expiration of the term of this Lease, such holding over beyond the term and the acceptance or collection of rent by Landlord, shall operate and be construed as creating a tenancy from month-to-month with the Basic Rent at One Hundred Ten (110%) percent of the above rate, and not for any

other term whatsoever, but the same may be terminated by said Landlord by giving Tenant thirty (30) days' written notice thereof, and at any time thereafter said Landlord may re-enter and take possession of the said premises, any rule in law or equity to the contrary notwithstanding.

- d. Non-Waiver. No receipt of money by Landlord from Tenant after default or cancellation of this Lease in any lawful manner shall (1) reinstate, continue or extend the term or affect any notice given to Tenant; (2) operate as a waiver of the right of Landlord to enforce the payment of rent and additional rent then due or falling due; or (3) operate as a waiver of the right of Landlord to recover other remedies. The failure of Landlord to declare a default and to exercise any remedy available herein upon a breach shall not be deemed a waiver of that right.
 - e. Attorneys' Fees. It is agreed that either party pay all reasonable attorneys' fees and expenses that the other party incurs (whether for negotiation, or litigation) in enforcing any of the obligations of the other party under this Lease.
9. Indemnification. Tenant shall indemnify Landlord against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) failure by Tenant to perform any of the terms or conditions of this Lease; (2) any injury or damage happening on or about the demised premises.
10. Eminent Domain. If the whole of the Demised Premises shall be taken or condemned by any competent authority for public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate when the possession of the Demised Premises so taken shall be required for such use or purpose and without apportionment of the award. If any part, less than the whole, of the Demised Premises shall be so taken or condemned, then either party shall have the option exercisable by notice in writing to the other party within sixty (60) days from the notice to Landlord of the taking or condemnation, to terminate this Lease; and in the event neither party exercises its option reserved herein to so terminate this Lease, the Lease shall continue with reference to the portion of the Demised Premises not taken or condemned unless the same is rendered untenable by such taking and condemnation or cannot be made tenantable by repairs to be conducted by Landlord at its expense (which expense shall not exceed the amount awarded to the Landlord as the award for condemnation). In either event, the entire award for the taking and condemnation of the Demised Premises shall belong to the Landlord, and Tenant shall have no interest therein, but the Tenant shall have the right to prove its own loss and obtain its own award. In the event this Lease continues with reference to the portion of the Demised Premises not taken, the rental specified hereunder shall be prorated and adjusted on a square footage basis; provided, that there shall be no adjustment for a taking that only effects the parking areas. In the event that this Lease terminates by a taking or condemnation of the whole Demised Premises or by the election on the part of Landlord, as provided herein, the current rental shall, in either case, be

apportioned to the date of termination of the Lease.

11. Fire or Other Casualty. In case the Demised Premises shall be partially or totally destroyed by fire or other casualty as to become partially or totally untenable, the same shall be repaired with reasonable dispatch by and at the expense of the Landlord and a proportionate part of the minimum rent shall be abated in proportion to the amount of the Demised Premises rendered untenable, until so repaired. Upon such rebuilding or replacement the Lease shall continue in full force and effect, subject to abatement or partial abatement of rentals during the period the premises were unfit for occupancy. The obligation of the Landlord to repair hereunder will not exceed the insurance proceeds either received by the Landlord or payable for the benefit of the Landlord as a result of such fire or casualty. In no event shall the Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings, operating equipment or personal property. Tenant shall repair or replace Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property in a manner and to a condition at least equal to that prior to the fire or casualty.

12. Insurance.

- a. Landlord's Insurance. The Landlord shall, at its expense, cause to be placed and shall maintain in full force and effect during the term of this Lease standard fire insurance and extended coverage, or, at Landlord's option, all risk insurance, of such type as shall be appropriate within the Landlord's sole discretion, covering all building improvements and structures on the Demised Premises (excluding those items required to be insured by the Tenant). The Landlord shall continuously insure its ownership interest satisfactory to the Landlord against such risks and in such amounts as are customarily insured against by properties of like size and type. Additionally, Tenant shall, during the entire term hereof, procure and keep in full force and effect a policy or policies of public liability insurance covering the Demised Premises and the Tenant's use thereof, in companies and in a form satisfactory to the Landlord, with minimum limits of One Million (\$1,000,000.00) Dollars for bodily injuries or death to any person as a result of any one occurrence and One Hundred Thousand (\$100,000.00) Dollars coverage for property damage, plus such other insurance as shall be appropriate in light of Tenant's operations.
- b. Tenant's Provisions. Public liability insurance carried by Tenant shall name the Landlord and any other person or persons, entities, organizations, firms or corporations designated by the Landlord as insured, and shall contain a clause that the insurer will not cancel or materially alter such insurance without first giving the Landlord thirty (30) days prior written notice thereon. The insurance shall be evidenced to the Landlord by delivery of the policy or policies (or certificates thereof) to the Landlord prior to occupancy by the Tenant of the Demised Premises. In the event Tenant shall fail to procure such insurance, or shall fail to keep such insurance in force and effect during the entire term hereof, Landlord may, at its option and in addition to

any other remedies, procure same for the account of the Tenant, and the cost thereof shall be paid to the Landlord as Additional Rent upon demand by the Landlord.

- c. Waiver of Subrogation. All insurance policies shall provide that any loss shall be payable to the Landlord or to the holder of any mortgage notwithstanding any act or negligence of the Tenant which might otherwise result in a forfeiture of such insurance. All policies of insurance shall further provide for a waiver of all rights of subrogation by the insurer, and Landlord and Tenant each hereby waive any and all rights of recovery, claim or action against the other for any loss or damage which could be insured against under any standard fire and extended coverage insurance policies or under "all risk" or other property/casualty insurance coverage.

13. Subordination. This Lease is subject and subordinate to all present mortgages affecting the Demised Premises, and to all renewals and extensions thereof, and to any additional or replacement mortgages which may hereafter be executed affecting the Demised Premises. At Landlord's request, Tenant will execute and deliver estoppel certificates in recordable form addressed to Landlord's mortgagees or purchasers certifying as to such matters as Landlord or its lender may reasonably require, including but not limited to the following:

- a. In the event of foreclosure of the existing or any future mortgage or in the event that the mortgagee or future mortgagee acquires title to or possession of the Project in any other manner, Tenant shall attorn to and accept the purchaser at the foreclosure sale or mortgagee, as the case may be, as Landlord for the balance then remaining of the term of this Lease, and any extension or renewals thereof, subject to all the terms and conditions of the Lease.

- b. This Lease is in full force and effect and there are no defenses or offsets thereto.

14. Options To Renew. Tenant shall have the option to renew this lease for an additional **one** year term, under the same terms and conditions EXCEPT the lease renewal shall be determined by Consumers Price Index (CPI) for the term. The Tenants option must be exercised ninety (90) days before the end of the lease term. Failure by tenant to exercise the option will terminate the tenant's right to the option term.

If tenant remains in possession of the premises after the expiration or termination of the lease without exercising the option and signing a new lease or amendment to this existing lease, then the Tenant shall be deemed to be occupying the premises as a tenant from month to month at the same rent (as adjusted in this lease), subject to all the conditions, provisions, and obligations of this lease insofar as it can be applicable to a month-to-month tenancy, cancelable by either party upon thirty days written

15. Option to Purchase. Tenant shall have the option to purchase the Demised Premises via a warranty deed. Landlord and Tenant shall split the closing costs and the final purchase price will be set by the City of Swartz Creek City Council. The city reserves the right to conduct an appraisal from a licensed Michigan Appraiser chosen by the Swartz Creek City Council.

16. Miscellaneous.

- a. Care of Premises. The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to neighbors located near the building. The Tenant shall, at his own expense, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
- b. Binding Effect. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- c. Quiet Enjoyment. The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said Demised Premises for the term aforesaid.
- d. Easements, Agreements and Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises and Landlord shall not be liable to Tenant for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
- e. Access to Premises. Tenant shall permit Landlord or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Tenant may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the premises to prospective buyers.
- f. Entire Agreement. This Lease constitutes the entire agreement between the parties with respect to its subject matter. This Lease incorporates all prior written and all oral understanding with respect to its subject matter. This Lease may not be terminated, extended, amended, or otherwise modified without the prior written agreement of the Landlord and the Tenant.
- g. Governing Law. This Commercial Lease Agreement shall be governed by and interpreted in accordance with the provisions of the laws of the State of Michigan.

- h. Liens. Tenant shall not suffer or give cause for the filing of any lien against the Demised Premises or the Project. In the event a construction lien shall be filed against the Demised Premises or Tenant's interest therein as the result of the work undertaken by Tenant to ready the Demised Premises for the opening of Tenant's business or as a result of any repairs of alterations made by Tenant, Tenant shall, within ten (10) days after receiving notice of that lien, discharge that lien either by payment of the indebtedness due the construction lien claimant or by filing a bond (as provided by statute) as security. In the event Tenant shall fail to discharge that lien, Landlord shall have the right to procure a discharge by filing a bond, and Tenant shall pay the cost of the bond to Landlord as additional rent upon the first day that the next rent payment shall be due.

- i. Signs. Tenant accepts signs in as-is condition and shall have use of the changeable message board. Landlord reserves the right to use this sign for up to seven consecutive days of each calendar month for speech related to the status of the property. Five business days' notice shall be delivered to the Tenant for such use. No sign or other advertising or lettering shall be placed on the exterior walls of the building or on any windows or outside doors of the building without the express written consent of the Landlord.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the date listed above.

WITNESS:

Connie Alger
Clerk

LANDLORD:

City of Swartz Creek
David A. Krueger
By: David Krueger
Its: Mayor

TENANT:

[Signature]

Lasers Flowers & Gifts, L.L.C., a Michigan limited liability Company

Lisa M. Moore
By: Lisa Moore
Its: Manager

[Signature]

Lisa Moore
Lisa M. Moore
Resident of Residential Space

Prepared by:

SIMEN, FIGURA & PARKER, P.L.C.

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