

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, August 24, 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 August 10, 2020 MOTION Pg. 32
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. 37
6C. 2019 Consumer Confidence Report Pg. 46
6D. Fire Department Receipt & Excerpt of Audit Pg. 52
6E. Heritage Street Surfacing Estimate Pg. 54
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Assessing Contract Renewal RESO Pg. 16
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION Pg. 31

Next Month Calendar

Metro Police Board:	Wednesday, August 26, 2020, 10:00 a.m., Metro HQ (Tentative)
Planning Commission:	Tuesday, September 1, 2020, 7:00 p.m., PDBMB (Tentative)
Park Board:	Wednesday, September 2, 2020, 5:30 p.m., PDBMB (Tentative)
City Council:	Monday, September 14, 2020, 7:00 p.m., PDBMB (PDBMB)
Downtown Development Authority:	Thursday, September 10, 2020, 6:00 p.m., PDBMB (Bicentennial Park)
ZBA Board:	Wednesday, September 16, 2020, 6:00 p.m., PDBMB (Tentative)
Fire Board:	Monday, September 21, 2020, 6:00 p.m., Public Safety Bldg (Virtual)
City Council:	Monday, September 28, 2020, 7:00 p.m., PDBMB (PDBMB)

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, August 24, 2020 - 7:00 P.M.

TO: *Honorable Mayor, Mayor Pro-Tem & Council Members*
FROM: Adam Zettel, City Manager
DATE: August 19, 2020

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change in Status)*
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.

We are finally addressing a long-overdue problem. For unknown reasons (perhaps the lack of homes for this stretch), the north end of Heritage Village Subdivision was not paved following the 2011 special assessment. The assessment was conducted on all parcels that required a top coat of asphalt, and the city commenced the work. This was necessary with the general default to developer activities for the subdivision following the housing crash.

Working with Mr. Harris, we believe that action must be done to stop further deterioration of the asphalt base. He has put together an estimate using Glaeser Dawes unit costs for the approved street projects. I have included the area of work and the estimate in the packet. With the assessments approved by council and already paid, we have an obligation to complete this work. We will hold off on a formal change order that will engage the work until after the meeting. If there are any objections or issues (since this issue predates my tenure by about three years), let me know. Otherwise, we will proceed.

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.

Lighting contracts with Consumers Energy have been approved.

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 prior to our meeting. 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 (Near complete)
Winston from Chesterfield to Oakview (Near complete)
Oxford Court (Near Complete)
Miller from Tallmadge to Dye (Yet to start)
Bristol from Elms to Miller (Yet to start)

UPDATE: MAIN ON CHELMSFORD, FROM WINSTON TO DAVAL, IS NOT BEING REPLACED BECAUSE IT WAS REPLACED IN 2000.

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. 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. 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 of construction occur this fall.
8. **(Update)** The next **Springbrook East** phase is under construction. They have pulled their first home permit.

✓ **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** *(No Change of Status)*

We held a virtual event for the Lovegrove Building on July 30th. I believe it went well and expect some interest.

✓ **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** *(No Change of Status)*

The city council extended the forbearance period through September 30th (the next payment will be to cover October, due October 1). The outstanding balance prior to forbearance was the month of March and half of February's payment (totaling \$3,000 without payments or interest. As of writing, we have received \$400 dollars. The tenant indicates that more rents will be paid incrementally until fully caught up, prior to the end of the forbearance.

The previous report (July 27, 2020) contains details of the lease and circumstances regarding the options.

✓ **SCHOOL FACILITY PROPOSAL (Update)**

The water tower antennae is up. The school is also continuing with improvements district-wide. Athletic facility enhancements are underway. There are also big changes proposed to the middle school and high school grounds, including new parking/drop off arrangements and a trail link. The elementary schools in the city will see additional building and grounds improvements. Note that Elms will have a secondary entrance off an outlot to Elms Road.

One issue that has presented itself is the Residential Equivalent Unit (water and sewer connection and quarterly use factor) charges for Syring. Records indicate that this is a 2 unit building (which is very low for a school). The new county audit places this at 30 units, post construction. This results in additional charges of \$56,000 to be paid by the school to the county and \$84,000 to the city.

We have invoiced the school accordingly. However, I have apprehensions about this large connection fee for a building that has been previously permitted on the system since its construction. We are checking the records to see if we can determine the original unit factor/connection charge amount for the school. If nothing can be found, we may get a request for relief from the school district. I will keep the council informed.

✓ **BREWER TOWNHOMES (No Change in Status)**

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 construction occur this fall.

✓ **CDBG (Update)**

We finally have timelines and an agreement to proceed with our 2020 project. This includes the purchase and installation of decorative street signs throughout the downtown area. We hope to proceed as soon as orders can be made.

✓ **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. As of writing, it appears our total response rate is 80.0%, well above the state average of 69.3% and national average of 63.9%. 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 (No Change of Status)**

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** *(No Change of Status)*

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. Glaeser Dawes is now using the front of the site for staging his construction crews. This has enabled the creation 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!).

Volunteers will continue to work with the city and GD to level fairways and cut back brush. Once complete, sponsorships will be sought for purchase of the equipment and pads (~\$9,000). Disc Golf is in the recommended budget, so we expect to proceed with installation with Park Board guidance. We are holding back on expenses for the time being in case additional funds are needed for site work.

✓ **REPUBLIC WASTE SERVICES** *(Update)*

Waste services have stabilized. Given Republic's report and discussion with council at the August 10 meeting, I will remove this section from future reports. If things change, we can expect this section to resurface.

✓ **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** *(No Change of Status)*

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.

✓ **BLACK LIVES MATTER** *(No Change of Status)*

I met with the BLM affiliated group via Zoom since our last city council meeting (Mr. Farmer was also in attendance). The group has a stated policy position that they shared. They acknowledged that much of this agenda is not under our local purview. Many of the issues noted involved prosecutions, warrants, ICE, police tactics, and police equipment.

We engaged and were able to report that many of their desires are already met by Metro PD (officer business cards & psychological exams among others), some we could not speak to due to jurisdiction, and some we could not speak to due to expertise level. I suggested that they pursue change with other venues that have authority over respective features of prosecution & law enforcement.

Since then, the MML has been running a series of webinars on policing and community engagement. I have been sharing the webinars with the city council. It is prudent to become aware of the pressure on police departments, how some departments are handling this, and the desire to evolve police work (and related social work) moving forward.

✓ **CARES FUNDING** *(No Change of Status)*

We have fantastic news! Public Act 144 of 2020 was signed into law on July 31, 2020. This state law enables additional governmental units to now qualify for the First Responder Hazard Pay Premiums Program and the Public Safety and Public Health Payroll Reimbursement Program. Metro PD and SCAFD can now apply for payroll reimbursement for wages spent for the qualifying period. They were previously unable to do so. If successful, we can expect to get a refund from those agencies. This will be a big deal for us financially. Keep in mind that the expectation is that we shall maintain any such proceeds for future use when the inevitable revenue sharing cuts hit.

In addition to this outlet, we did 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.

✓ **MINI-GRANT** *(Update)*

The city has been awarded a mini-grant for recycling. This appears to be the result of high participation in an online recycling survey that the Genesee County Metropolitan Planning Commission set up. I previously included the memorandum of understanding and our plan to spend these funds. I have reached out to Republic to see if other options exist for public recycling collection (such as park services). I have not heard

back as of writing. Given the tight deadline, we proceeded with the acquisition of portable recycle/waste bins for special events in the parks and downtown.

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

✓ **MONTHLY REPORTS** *(Update)*

There are some routine reports included for your information.

✓ **CONSUMER CONFIDENCE REPORT** *(Update)*

The annual water quality report for our community is included in the packet. There are no adverse findings or concerns.

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

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

The Planning Commission has not met since March due to COVID restrictions and a lack of business.

There next meeting is scheduled for September 1. It is unclear if there will be any business.

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

The DDA had a meeting on August 11th. The meeting was held at Bicentennial Park. They approved purchase of a different utility trailer for the movies and general use. The one they purchased last month was out of stock. Their next meeting is September 10th.

✓ **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 Bicentennial Park on August 5th. Disc golf was discussed (see above). The park board also accepted the donation of a bench for Elms Park. A family is looking to memorialize their mother by placing a bench on the trail, between the two primary parking lots. She was an avid dog park user.

The next meeting is slated for September 2nd at Abrams Park, pavilion #2.

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

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

✓ **FISCAL YEAR 2019-2020 AUDIT (Update)**

The virtual audit started this week. The auditors expect to end quickly and have their presentation before the city council on or before the regular meeting of October 26, 2020.

✓ **FIRE DEPARTMENT REFUND (Update)**

The Swartz Creek Area Fire Department found something during their auditing process, along with the return of Kim Borse to their financial service role. The unspent budget surpluses that have been held by the department have not been paid back to the sponsoring governments (Swartz Creek and Clayton).

It is common for surpluses to exist within the department. Historically, these were kept by the fire department for equipment. The new agreement directs the surplus to be refunded to the governments. This has not occurred for two years, resulting in an unsolicited check from SCAFD to the city in the amount of \$40,883.

This is a welcome finding. For the time being, we shall retain this as unencumbered, unreserved fund balance within the general fund. As noted elsewhere, I suspect we will have a stressed general fund in the following year or two due to economic impacts on state revenue sharing, resulting from COVID revenue and expense impacts. These funds will likely come back in service to offset revenue restrictions, thereby enabling us to maintain services and/or support fire equipment.

✓ **ASSESSING CONTRACT (Business Item)**

Included with the agenda is the renewal of the city assessor's contract. The scope of work and other terms are changing slightly. Previously, the agreement required office hours at the city offices one day a week. This has been difficult and, at times impossible, under COVID regulations. In exchange for a 5% reduction in the current cost, we have negotiated removal of routine office hours.

We have learned in the past few months that the provider can remote into our databases and other systems to perform the job virtually, including email usage, assessing proprietary systems, and other support software. This has saved much time in dealing with some routine and customer services issues. Note that office hours will still exist, including routine duties, staff appointments, and customer service. However, more work will be conducted remotely, and office hours will generally be limited to appointments or shorter visits.

I believe that this arrangement will work well. We will get some tasks completed more timely with the provider having system access 24/7 instead of one day a week, and we can still benefit from some in-office time. We can also save some money (a necessary provision as we begin to realize the fiscal impact of COVID). The benefit to the provider is obviously in the need to commute or dedicate time in-office during slower periods.

The agreement typically includes an inflationary factor that matches staff increases for the calendar year. This would reflect a 2% increase from the current \$31,416 annually (monthly installments of \$2,618) to \$32,052 annually (\$2,671 monthly), rounded up. Based upon the new service expectations, the new figures will be \$2,487 monthly (\$29,844 annually), an annual difference of \$2,208.

I am very pleased with the performance and results experienced with Legacy, and I recommend we continue using their services for the next year.

Council Questions, Inquiries, Requests, Comments, and Notes

Miller Road RVs & Blighted Homes: These issues had hearings on August 14th. Neither defendant was present. The matters were adjourned to September 11th. Both defendants are to attend in person. Failure to do so shall result in default judgements for the city.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, August 24, 2020, 7:00 P.M.**

Resolution No. 200824-4A MINUTES – August 10, 2020

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, August 10, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200824-5A 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 August 24, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200824-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of August 24, 2020, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200824-8A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LEGACY ASSESSING SERVICES, INC.

Motion by Councilmember: _____

I Move the City of Swartz Creek approve an agreement with Legacy Assessing Services, Inc., of Fenton, Michigan, agreement as follows:

**AGREEMENT FOR
PROFESSIONAL ASSESSOR SERVICES**

This Agreement (“Agreement”), made and entered into this 24th day of August, 2020 by and between the **City of Swartz Creek**, a Michigan Municipal Corporation, with principal offices at 8083 Civic Drive, Swartz Creek Michigan 48473 (“City”) and, **Legacy Assessing Services, Inc.**, 110 Mill St, P.O. Box 489, Fenton Michigan 48430 (“Legacy”).

WHEREAS, the City desires to retain Legacy Assessing Services, Inc., as an independent contractor, to perform the duties as its certified assessor; and

WHEREAS, Legacy Assessing Services, Inc. has qualified personnel with the proper State CMAE certification to act in that capacity for and on behalf of the City; and

WHEREAS, the parties wish, by this Agreement, to define their respective rights and responsibilities during the term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, acting by and through their duly authorized representatives, **HEREBY AGREE AS FOLLOWS:**

SECTION I: BASIC SERVICES OF LEGACY

Legacy Assessing Services, Inc. shall perform the following service for and on behalf of the City.

1.1 General Duties:

Legacy Assessing Services, Inc. shall be required to perform all duties of an assessor pursuant to City Charter, Michigan statutory and case law, Michigan State Tax Commission rules, regulations and policies, and all other rules and guidelines established for the proper performance of said position, as same may from time to time be amended, while this Agreement is in effect, and shall conduct and perform same in accordance with all applicable standards of professional conduct required of such Assessors. If material changes in the laws, statutes, rules, guidelines or City Charter during the term of this Agreement result in a substantial additional work burden on Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City agree to enter into good faith negotiations regarding possible amendments to this Agreement. For purposes of this paragraph, the term “substantial additional work burden” shall be determined to exist by mutual agreement of Legacy Assessing Services, Inc. and the City. If they cannot agree as to whether a substantial additional work burden has been imposed upon Legacy Assessing Services, Inc., Legacy Assessing Services, Inc. and the City shall select a mutually agreeable mediator/arbitrator who shall facilitate the negotiations to assist the parties in reaching such a determination, and if an impasse is reached in such negotiations, shall make said determination. The determination of the mediator/arbitrator shall be final, however, said mediator/arbitrator shall not have authority to establish the amount of additional compensation, if any.

1.2 Office Hours/Availability:

During the term hereof, Legacy Assessing Services, Inc. shall provide virtual and in-person services as follows:

A. Legacy Assessing Services, Inc. shall provide its own technology sufficient to provide virtual services by proxy, including the ability to access email, make/receive phone calls, and access the city’s server/work desktop programs/databases via city supplied remote access. Legacy Assessing Services, Inc., shall devote at least one workday each week to the provision of city services via remote access or in-office appointments/efforts. The parties shall specifically agree upon a regular schedule for the maintenance of such virtual and in-person office hours. In the event Legacy Assessing Services, Inc. is unable to fulfill virtual office hours on the appointed days/times, it shall notify the City of the fact as soon as is reasonably practicable and an alternative schedule shall be substituted.

B. Legacy Assessing Services, Inc. shall provide in-person staff for all Board of Review events and related trainings/consultations, as required.

1.3 Public Relations/Customer Service:

Legacy Assessing Services, Inc. shall work with and advise property owners in the ad valorem taxation system in an attempt to eliminate adversarial situations and establish positive public relations. The parties acknowledge that the provision of efficient virtual interactions and necessary in-person engagements for the public is valuable in the process of providing high quality customer service. The City wants to ensure that members of the public and City staff that need information from Legacy Assessing Services, Inc., or wish to speak to Legacy Assessing Services, Inc., are able to do so on a relatively convenient basis. In that regard, in addition to the hours specified in Paragraph 1.2, Legacy agrees to meet with or contact residents and City staff members beyond normal office hours as appropriate to address their tax assessment-related concerns. Phone calls and answers to emails and faxes will be responded to in a timely manner, with every effort made to respond to same within 24 hours of receipt by Legacy Assessing Services, Inc..

1.4 New Construction/Loss Adjustment:

During the term of this Agreement, Legacy Assessing Services, Inc. shall physically observe all new construction and real estate improvements through cooperation with the Zoning Administrator and will review all building permits. A copy of all building permits shall be provided for Legacy Assessing Services, Inc.'s use. All permits shall be provided with the correct permanent parcel identification number entered thereon. Likewise, Legacy Assessing Services, Inc. shall physically observe damaged or destroyed properties with respect to the making of any loss adjustments as shall be necessary in the performance of her duties.

1.5 Economic Condition Factors (ECF):

During the term hereof, Legacy Assessing Services, Inc. shall review and prepare new land values and economic condition factors (ECF) by areas and apply these factors to property records so that the current assessment is reflected as 50% of true cash value on the assessment record.

1.6 "Proposal A" Requirements:

The requirements of Michigan Public Act 415 of 1994 and all related property tax reform legislation amendments and updates shall be followed and monitored as required. This includes by example, but is not limited to, the filing of all associated reports and forms to fulfill the following requirements:

- A. Approve or deny homestead and agricultural exemptions;
- B. Track property transfer affidavits, matching them with deeds within 45 days of being filed;
- C. Apportion the homestead portion of a combination-use building;
- D. Determine the homestead status of parcels resulting when homestead parcels are split or; and
- E. Calculate both assessed and tentative taxable values for all parcels, taking into consideration losses, new construction and replacement in any given year.

1.7 Assessment Roll Preparation and Records:

Legacy Assessing Services, Inc. shall enter the assessments onto the Ad Valorem and Industrial Facilities Tax (IFT) assessment rolls and prepare the warrant authorizing the collection of taxes by the City Treasurer. Legacy Assessing Services, Inc., in cooperation with the City Treasurer, City Clerk shall also enter any delinquent City utility payments onto the appropriate rolls. Assessor shall prepare, obtain and maintain, as necessary or desirable, such property cards, photographs, measurements, sketches, records and documents to meet all requirements set by the City and/or the State of Michigan regarding such assessment rolls and shall organize same on a basis that will provide easy access and comprehension of the information contained in each respective file and regarding each respective roll. Such information shall be entered into the City's records system in a reasonable timely fashion.

1.8 Reports:

The City may require Legacy Assessing Services, Inc. to prepare periodic reports and/or address the City Council regarding the overall activities, progress, problems and corrective measures regarding the various aspects of the duties of Legacy Assessing Services, Inc., under this Agreement. The City shall have the right at any time to require Legacy Assessing Services, Inc. to make available to the City, within 48 hours of notice being provided, all records and documents developed and maintained by Legacy Assessing Services, Inc. under the terms of this Agreement for review and/or audit. All time spent in the preparation and presentation of such reports or in gathering and making information available to City by Legacy Assessing Services, Inc. shall be deemed a part of the services contracted under the terms and provisions of this Agreement.

1.9 Board of Review:

Legacy Assessing Services, Inc. shall keep records regarding the March Board of Review session in accordance with City Charter, attached hereto as "Exhibit A".

Legacy Assessing Services, Inc. shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined to allow them to determine how best to decide a taxpayer's appeal; such information shall include the following:

- A. Sales map indicating all neighborhood increases or decreases
- B. Sales "comparable" book to include the following:
 - 1. Current picture
 - 2. Sales price versus assessment at time of sale
 - 3. Building permits issued before or after the sale.

Legacy Assessing Services, Inc. shall also maintain records for the July and December Boards of Review and shall advise and provide adequate information to the Board of Review members as to how the assessments, capped and taxable values were determined

1.10 Sales and Appraisal Studies:

Legacy Assessing Services, Inc. shall prepare sales studies using available data, evaluate all equalization and/or appraisal studies, and respond as appropriate.

1.11 Forms:

Legacy Assessing Services, Inc. shall file all forms fully completed with the Genesee County Equalization Department, State Tax Commission and other agencies and entities, as required, in a timely manner.

1.12 Defense of Appeals:

This Section shall apply to real and personal, IFT and ad valorem property tax appeals.

The City shall retain ultimate control of all litigation and settlement negotiations. Legacy Assessing Services, Inc. shall operate under the direction of the City Manager in any litigation regarding a tax appeal, including appeals to the Small Claims Division.

Legacy Assessing Services, Inc. shall defend all appeals to the Small Claims Division of the Michigan Tax Tribunal. This shall include, but not be limited to, filing necessary petitions, preparing and submitting such material, statistics and other information as is necessary to properly defend any such appeal, and appearing at all hearings and meetings as are required for the purpose of defending said appeal. The City hereby authorizes Assessor to settle, where Legacy Assessing Services, Inc. deems it appropriate or advisable, any appeal where the difference in SEV is \$150,000 or less. All the foregoing regarding appeals to the Small Claims Division is deemed to be included the services compensated pursuant to the terms and provisions of this Agreement. If, in the opinion of the City, additional outside consulting services are needed, the City shall be responsible for the cost of such services.

In all other potential appeals to the Michigan Tax Tribunal or State Tax Commission, Legacy Assessing Services, Inc. shall provide as part of the services included under the terms and provisions of this Agreement, such time and effort as is necessary to properly provide to the City information, documents, analysis and advice as may be

required in the determination of Legacy Assessing Services, Inc. or the City to forestall the formal filing of an appeal or to settle a disputed case up to the date of the filing of a petition appealing a decision of the City or any of its agencies or boards to the Michigan Tax Tribunal or State Tax Commission. After the filing of said petition, Legacy Assessing Services, Inc. shall be available to the City for such further assistance as is required by the City in the defense of such appeal. Legacy Assessing Services, Inc. shall be available as an expert witness on behalf of the City in any proceedings. In the event of the termination of this Agreement and the necessity for the services of Legacy Assessing Services, Inc. for purposes of consulting, review of information, analysis or expert testimony after the date of termination, Legacy Assessing Services, Inc. shall be available, notwithstanding the termination of this Agreement, for assistance in the defense of such appeals, provided, same shall not apply to appeals filed in the Small Claims Division of the Michigan Tax Tribunal. Legacy Assessing Services, Inc. shall keep the City Manager informed of all appeals and provide the City Manager with recommendations, the manner in which the appeals are to be handled, proposed settlements and other similar advice.

The above provisions of this Paragraph 1.12 regarding appeals shall apply equally to any appeal of a personal property tax assessment.

1.13 Reappraisal Program:

Legacy Assessing Services, Inc. shall continue to reappraise parcels in the City each year, as time permits, to ensure proper assessments when parcels are “uncapped.” Maintenance renovations to structures are to be tracked so that said costs can be claimed as “new construction” when property is sold rather than treated as an increase in value that is subject to “uncapping” and results in the possibility of a Headlee rollback. The State Tax Commission recommends regular re-inspection of each property, preferably every five years. Legacy Assessing Services, Inc. shall work to meet guidelines and standards of the Tax Commission.

1.14 Personal Property Statements, Canvas and Audits:

Legacy Assessing Services, Inc. shall prepare and maintain the mailing list for personal property tax statements and maintain records for personal property including data entry and calculation of depreciated values and their extension within each statement. Legacy Assessing Services, Inc. shall conduct a personal property canvas to ensure equity among business owners within the City. Legacy Assessing Services, Inc. is required to perform random personal property audits when warranted by questionable data or lack of submitted data.

1.15 Equalization Increases:

Legacy Assessing Services, Inc. shall strive to eliminate across-the-board increases in property values by applying any increases received through the Genesee County Equalization Department to appropriate areas by using the economic condition factors hereinabove described, by adjustment of individual property assessments to 50% of true cash value, or as required by the State Tax Commission, in order to achieve maximum equity by class, and in accordance with the latest laws and regulations then in force.

1.16 Land Division Applications:

Legacy Assessing Services, Inc. shall work with and assist the City Zoning Administrator in reviewing property descriptions, land division and combination applications for compliancy with local ordinance and the Michigan Land Division Act. Such combinations and divisions shall be placed on the assessment rolls in a timely fashion.

1.17 Assessor Certification:

Legacy Assessing Services, Inc. shall be, and maintain a minimum certification as a Level III Assessor, or STC reclassified equivalent) in the State of Michigan.

1.18 Transportation and Equipment:

Legacy Assessing Services, Inc. shall provide all necessary transportation and field equipment to perform the services and meet the requirements of this Agreement.

1.19 Indemnification/Employment:

The parties hereto acknowledge that all personnel that may or might be utilized by Legacy Assessing Services, Inc. in the performance of his/her duties hereunder shall, for all purposes, be considered employees of Legacy Assessing Services, Inc. and not employees of the City. Legacy Assessing Services, Inc. shall be responsible for Worker's Compensation, Unemployment Compensation, state and federal withholding and payment of personnel. Legacy Assessing Services, Inc. shall indemnify the City and hold the City harmless from any claim, cause of action or other liability that may or might arise by virtue of any claim of any employee of Legacy Assessing Services, Inc. relating to his/her employment by, or as Legacy Assessing Services, Inc..

1.20 Preparation of DDA and Reporting:

Legacy Assessing Services, Inc. shall be responsible for the recording of any property value changes, new or loss, on the ad valorem and IFT rolls relating to the designation of properties within the Downtown Development Authority (DDA).

1.21 Assessor's Recommendations:

Legacy Assessing Services, Inc. shall prepare periodic recommendations and conclusions regarding the current state of the City's assessment rolls, by class, together with specific recommendations concerning actions that, in the opinion of Legacy Assessing Services, Inc., should be taken in order to achieve maximum equity in the assessment rolls and compliance with all State Tax Commission rules, regulations and guidelines.

1.22 Security of Information:

If any documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications or other products or materials are held in the possession of Legacy Assessing Services, Inc. outside of the City offices, then Assessor shall be under an affirmative duty to provide adequate security to safeguard said materials from fire, theft and other hazards of a like nature or type, while same are in possession of Legacy Assessing Services, Inc.. This may include, but not be limited to, providing for a fire proof safe or vault in which to store same, preparing and holding duplicates of same in the possession of Legacy Assessing Services, Inc., but separately or providing same to the City for possession.

1.23 Optional Services:

Legacy Assessing Services, Inc. is not responsible for determination and preparation of special assessment rolls for City projects such as sewer, street, drain, etc. The City may request Legacy Assessing Services, Inc. to perform such services at a rate of compensation agreed to by separate agreement. Legacy Assessing Services, Inc. shall, however, report outstanding special assessments, properly completed, on forms required by the State Tax Commission, and same shall be deemed part of the services required by this Agreement.

SECTION II: TERM OF AGREEMENT

2.1 Contract Period:

Legacy Assessing Services, Inc. shall commence performance of the services herein required on October 1, 2020. Unless sooner terminated, this Agreement shall, by its terms, expire September 30, 2021.

2.2 Mutual Right of Termination:

Either party may terminate this Agreement upon ninety (90) days written notice to the other, United States Certified / Registered Mail, return receipt requested, at the addresses as indicated within. This right of termination is specifically exercisable at the sole discretion of either party, and requires no just cause nor other reason or justification for the exercise thereof. The effective date of such termination shall be ninety (90) days from the date of mailing of such notice.

2.3 Termination for Cause or Breach:

Notwithstanding anything to the contrary on this Agreement, either party may immediately terminate this Agreement in the event of material breach by the other. In such case, either party may seek such remedies as shall be available, at law or equity.

2.4 Notice of Termination:

Upon receipt of notice of termination or upon termination of this Agreement by expiration of its term, Legacy Assessing Services, Inc. shall immediately deliver to the City the originals and original copies of all data, paper and computer files, drawings, specifications, reports, value estimates, summaries and other information and materials as may have been accumulated by Legacy Assessing Services, Inc. in performing this Agreement, whether completed or in process and same shall be in unaltered form, readable by the City. In the event of the failure or refusal of Legacy Assessing Services, Inc. to forthwith deliver the above referenced materials, documents and files, City may seek a Circuit Court order compelling the production of same forthwith, and Legacy Assessing Services, Inc. herein expressly waives notice of hearing thereon agreeing that a mandatory injunction may immediately issue due to the fact that the failure to receive the stated materials, documents and files will result in irreparable harm to the City without leaving the City an adequate remedy at law, thereby entitling the City to an immediate judgment in its favor in this regard. The City shall be entitled to damages from Legacy Assessing Services, Inc. for any information, materials or documents that are turned over to the City in unusable or altered form.

2.5 Amendment/Renegotiation:

Nothing herein contained shall be construed to limit or abrogate the rights of the parties to modify or amend this Agreement at any time hereafter, provided however, that no such amendment or modification shall be effective unless in writing and duly executed by both parties hereto, through their authorized representatives.

If the Agreement is not reviewed or extended prior to its expiration date and the City desires to have Legacy Assessing Services, Inc. continue on a month-to-month basis, the fee will be that which existed for the final month of the original term, being September, 2021.

SECTION III: PAYMENT

3.1 Compensation for Basic Services:

During the term of this Agreement, the City agrees to pay to Legacy Assessing Services, Inc., for performance of the Basic Services set forth in Section I of this Agreement, an amount equal to \$29,844 yearly (thirty thousand, seven hundred and ninety-two dollars). Legacy Assessing Services, Inc. shall invoice the City an amount equal to \$2,487 on a monthly basis, net due 20 days.

3.2 Pro-ration of Payments on 90-Day Termination:

In the event this Agreement is terminated pursuant to Paragraph 2.2, the City shall pay Legacy Assessing Services, Inc. to the date of termination on a prorated daily basis for any part of a month for which services have been rendered by Legacy Assessing Services, Inc. and for which no compensation has been received.

SECTION IV: CITY RESPONSIBILITIES

4.1 Basic Data:

The City shall provide access to Assessor to property description files as currently exist as of the date of execution of this Agreement, containing initial information such as property number, legal description, owner and address information, as well as all data that the City may possess concerning such properties (i.e. measurements, sketches, photographs, etc.)

4.2 Office Equipment:

The City shall provide Legacy Assessing Services, Inc. with appropriate tax parcel maps, office space and furniture, telephone, voice mail, personal computer, printers, copying machine, fax machine and office supplies (as defined in Paragraph 4.5) as reasonably needed during the duration of this Agreement. Assessor

acknowledges that some of the equipment (i.e. fax, printers, copying machine) is shared among all administrative office personnel and Legacy Assessing Services, Inc. will not have exclusive use of such equipment.

Legacy Assessing Services, Inc. shall have access to the City's computer network for the use of the following software products: BS&A Equalizer Assessing & Tax Modules, MS Word, Excel Spreadsheets, Arcview, Pictometry or any other similar software that may assist in maintaining quality assessing records. Legacy Assessing Services, Inc. shall not use any other software within the City's network, download, or upload any software to the City's network, except with the City Manager's prior approval. Legacy Assessing Services, Inc. shall be liable for any adverse consequence upon the City's computer network or function caused by any software introduced in the network by Legacy Assessing Services, Inc. without prior consent of the City.

Legacy Assessing Services, Inc. agrees that City equipment shall be used only for the purposes of fulfilling Assessor's obligations under this Agreement and shall not be used for personal reasons or to conduct other business not authorized under this Agreement.

Legacy Assessing Services, Inc. agrees that it shall use its own equipment (telephone, personal computer, printers, copying machine, supplies, modem, fax machine, and office supplies, as noted above) in the execution of virtual and remote activities as outlined herein.

4.3 Computer:

The City shall supply computer hardware, software and peripherals to perform the property pricing and valuation. The City will maintain the hardware, software and peripheral equipment through a regular maintenance program. The City will back up the system on a daily basis with alternate tapes or disks. Any data loss not due to the negligence of Legacy Assessing Services, Inc. as a result of hardware or software malfunction will be replaced at the City's expense.

4.4 Map Maintenance/Tax Roll Printing:

The City shall assume the responsibility for printing, stuffing and mailing of the assessment change notices, assessment rolls, tax bills, maps, etc. during the term of this Agreement. Legacy Assessing Services, Inc. shall develop and maintain land value maps showing dates of property sales, sale amounts and ratio to the current estimated value of the property.

4.5 Office Supplies:

The City shall provide Legacy Assessing Services, Inc. with office supplies, including computer paper, file folders, hanging folders, new State Tax Commission Assessor's Manual Volumes I and II, assessment notices and forms, postage and such other supplies as shall be necessary for the performance of Assessor's responsibilities hereunder.

4.6 Existing ECF Areas:

The City will provide Legacy Assessing Services, Inc. with all currently existing information as available in the City files concerning previously completed E.C.F. studies and subsequent conclusions reached by the former City Assessors.

4.7 Preparation of DDA and Reporting:

The Treasurer shall be responsible for the compilation and reporting of all necessary data, forms and documents relating to the operation, tax increment capture and financial condition of the D.D.A.

4.8 Legal Counsel:

The City shall supply legal counsel, at its expense, for Small Claims and full Tax Tribunal hearings, should the need arise.

SECTION V: RE-APPRAISAL, NON-BASIC SERVICES

5.1 Additional Services (Pricing/Reappraisal):

In the event that the City desires to implement some or all of the recommendations made by Legacy Assessing Services, Inc. as herein contemplated, the City may request and Legacy Assessing Services, Inc. shall provide such services as are desired by the City, provided however, an addendum to this Agreement, reduced to writing and executed by both parties, shall set forth the terms and provision under which the additional services shall be rendered. Such addendum shall specify the nature, extent and timetable for the performance of such additional services and establish the rate of compensation therefor.

5.2 Implementation/Responsibility:

The parties acknowledge that it shall be the sole responsibility of the City to determine the nature and extent of implementation of Legacy Assessing Services, Inc.'s recommendations under this Section or any other additional, non-basic services. To that end, the City assumes responsibility for defense of any claim, cause of action or other proceeding that may or might be instituted by the Michigan State Tax Commission, or other entity, arising from any failure, or alleged failure, to implement such recommendations.

SECTION VI: MISCELLANEOUS PROVISIONS

6.1 Relationship Between City and Assessor:

In the fulfillment of the services provided herein Legacy Assessing Services, Inc. and his/her employees, agents and officers shall be at all times be deemed in a relationship of independent contractor to the City.

6.2 Indemnification/Insurance:

Legacy Assessing Services, Inc. shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Legacy Assessing Services, Inc., or his/her employees, agents or officers as will protect him/her and the City from claims under the Worker's Compensation Acts and from claims for bodily injury, death or property damage that may arise from his/her negligence or that of his/her employees in the performance of services under this Agreement or failure to properly perform his/her duties as Assessor. Legacy Assessing Services, Inc. shall save the City harmless and indemnify the City from any claims for bodily injury, death or property damage that may arise due to his/her acts or negligence or that of his/her employees in the performance of services under this Agreement or that arise from error or omissions to properly perform duties as Legacy Assessing Services, Inc.. Legacy Assessing Services, Inc. shall, however, have no liability arising out of adjustments to assessments or other actions by Legacy Assessing Services, Inc., the City's Board of Review and/or the Michigan Tax Tribunal if such adjustments or actions result from honest differences of opinion regarding the value of the subject property and if Legacy Assessing Services, Inc. established the assessment pursuant to professional assessment standards. Said policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.

A Certificate of Insurance incorporating such requirements and naming the City and its officers and employees as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverage's provided by the General Liability and Automobile Liability policies of Legacy Assessing Services, Inc. shall be primary to any insurance maintained by the City.

6.3 Non-Assignability:

The parties to this Agreement acknowledge that, inasmuch as the Agreement is in the nature of a Personal Services Contract, and as the City's decision to contract with Legacy Assessing Services, Inc. is based in part on the perceived expertise and ability of Legacy Assessing Services, Inc., it is agreed that Legacy Assessing Services, Inc.'s duties and obligations hereunder may not be assigned, transferred nor conveyed without the advance written approval of the City. Nothing in this Agreement shall prevent Legacy Assessing Services, Inc. from employing such employees or agents, as Legacy Assessing Services, Inc. shall deem reasonably necessary

to assist him/her in the performance of obligations under this Agreement. Also, in the event that vacation, illness, injury or incapacity in any form, whether elective or imposed, should cause Legacy Assessing Services, Inc. to be unable to personally fulfill the terms and obligations of this Agreement for a period exceeding three (3) calendar weeks (21 days), Legacy Assessing Services, Inc. shall provide the City, at Legacy Assessing Services, Inc.'s expense, a certified Level III Assessor to perform any and all such functions as required by this Agreement for the complete term of the absence or incapacity. The City reserves the right to approve or reject, without cause and at its sole discretion, any Assessor designee named to "fill-in" for Legacy Assessing Services, Inc. for a period exceeding two (2) calendar months (60 days), and to consider, as mutually agreed by the parties hereto, that a rejection of said Assessor designee shall constitute a material breach of the Agreement pursuant to the "material breach" provision of Section 2.3 herein.

6.4 Professional Standards:

Legacy Assessing Services, Inc. shall be responsible, to the highest levels of competency presently maintained by other practicing professional assessors and appraisers, for the professional and technical soundness, accuracy and adequacy of property valuations, drawings, property inspection data and all other work and materials furnished under this Agreement. At the time of commencement of performance, Legacy Assessing Services, Inc. shall be properly certified, equipped, organized and financed to perform the services required by this Agreement. Subject to compliance with the requirements of this Agreement, Legacy Assessing Services, Inc. shall work independently.

6.5 Ownership of Documents:

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, software applications and other information, products or materials produced or held by Legacy Assessing Services, Inc., of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing, prepared by Legacy Assessing Services, Inc., are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Assessor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Legacy Assessing Services, Inc. without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. Legacy shall act and preserve the confidentiality of all City documents and data accessed for use in Legacy Assessing Services, Inc. work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be immediately forwarded to the City Manager for a proper determination of the response to be provided.

6.6 Validity:

If any paragraph or provision of this Agreement shall be determined to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be severed and the remainder of this contract shall remain in force.

6.7 Survival:

All express representations, indemnifications or limitations of liability made in or given in this Agreement shall survive the completion of all services of Assessor under this Agreement or the termination of the Agreement for any reason.

6.8 Controlling Law/Venue:

This Agreement is to be governed by the laws of the State of Michigan. It is mutually agreed that, in the event of any proceeding, at law or at equity, arising under this Agreement or breach thereof, that the venue of any such action shall be in the County of Genesee and the State of Michigan.

6.9 Authorization:

The respective signatories hereto expressly acknowledge that this Agreement is made and entered into with full authority of the City of Swartz Creek Council and Legacy Assessing Services, Inc. and that the persons executing

this Agreement on behalf of the respective parties have been duly authorized and empowered to make and enter into this Agreement by said Council and said Assessor.

(Signature Page Follows)

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

CITY OF SWARTZ CREEK, MICHIGAN:

LEGACY ASSESSING SERVICES, INC.

By: _____
David A. Krueger, Mayor

By: _____
Heather MacDermaid, Partner

By: _____
Connie Olger, City Clerk

EXHIBIT "A"
City of Swartz Creek, Charter Provisions, Taxation

CHAPTER 9. TAXATION*

***State law references:** General property tax act, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.1. Power to tax--Tax limit.

The city shall have the power to assess taxes and to lay and collect rents, tolls, and excises. During the first five years of the existence of the city, the annual general ad valorem tax levy for municipal purposes shall not exceed one-half of one per cent (5 mills) of the assessed value of all real and personal property in the city as determined by the City's Assessor and Board of Review, or one-quarter of one per cent (2 1/2 mills) of such assessed value, as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city. Thereafter, the levy shall not exceed one per cent of the said assessed value as determined by the City's Assessor and Board of Review, or one-half of one percent (5 mills) of such value as equalized by the State of Michigan, as required by law, whichever basis of limitation will result in the lesser taxation upon the taxable property in the city, unless the proposition to approve an increase above the tax rate so limited is first approved by the electors of the city. No such increase shall cause the total tax rate to exceed two per cent of the assessed value of all real and personal property in the city.

State law references: Mandatory that Charter provide for annually levying and collecting taxes, MCL 117.3(g), MSA 5.2073(g).

Section 9.2. Subjects of taxation--Tax procedure.

- (a) The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general law.
- (b) Except as otherwise provided by this chapter, city taxes shall be assessed, levied, and collected in the manner provided by law.

State law references: Mandatory that Charter provide that subject of taxation for municipal purposes shall be the same as for state, county and school purposes under general law, MCL 117.3(f), MSA 5.2073(f); property subject to taxation, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.3. Exemptions.

The power of taxation shall never be surrendered or suspended by any grant or contract to which the city shall be a party. No exemptions from taxation shall be allowed, except such as are expressly required or permitted by law.

State law references: Property exempt from taxation, MCL 211.7 et seq., MSA 7.7 et seq.

Section 9.4. Tax day.

Subject to the exceptions provided or permitted by law, the taxable status of persons and property shall be determined as of the thirty-first day of December, or such other date as may subsequently be required by law, which shall be deemed the tax day. Values on the assessment roll shall be determined according to the facts existing on the tax day for the year for which such roll is made, and no change in the status or location of any such property after that day shall be considered by the Assessor or the Board of Review.

State law references: Designation of tax day, MCL 211.2, MSA 7.2; time, place and method of assessment, MCL 211.10 et seq., MSA 7.10 et seq.

Section 9.5. Personal property--Jeopardy assessment.

If the Treasurer finds or reasonably believes that any person who is, or may be, liable for taxes upon personal property, the taxable situs of which was in the city on tax day, intends to depart or has departed from the city; or to remove or has removed therefrom personal property which is, or may be, liable for taxation; or to conceal or conceals himself or his property; or does any other act tending to prejudice, or to render wholly or partly ineffectual

the proceedings to collect such tax, he shall proceed to collect the same as a jeopardy assessment in the manner provided by law.

State law references: Jeopardy assessment of personal property taxes, MCL 211.691 et seq., MSA 7.51(1) et seq.

Section 9.6. Preparation of the assessment roll.

Prior to the date of the meeting of the Board of Review in each year, the Assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared in accordance with the requirements of law, and may be divided into volumes, which the Assessor shall identify the number for purposes of convenience in handling the assessment roll and for locating properties assessed therein. The attachment of any certificate or warrant required by this chapter to any volume of the roll, either as an assessment roll or as a tax roll, shall constitute the attachment thereof to the entire roll, provided the several volumes are identified in such certificate or warrant. Values of property set forth on the assessment roll shall be determined according to recognized methods of systematic assessment.

State law references: Mandatory that Charter provide for preparation of assessment roll, MCL 117.3(i), MSA 5.2073(i); assessment roll, MCL 211.24 et seq., MSA 7.24 et seq.

Section 9.7. Board of Review.

(a) A Board of Review is hereby created, composed of three members who have the qualifications of holding elective city office as set forth in Section 4.4 of this charter.

(b) The members of the Board of Review shall be appointed by the Council, and may be removed for reasons of nonfeasance or misfeasance by the vote of five members of the Council. The first members shall be appointed during the month of January, 1960, for terms expiring on July 1, 1961, 1962, and 1963. Thereafter one member shall be appointed in the month of May of each year, for a term of three years, commencing on the following July first.

(c) The Board shall, annually, on the first day of its meeting, select one of its members chairman for the ensuing year. The Assessor shall be Clerk of the Board, and shall be entitled to be heard at its sessions, but shall have no vote on any proposition or question.

State law references: Mandatory that Charter provide for a board of review, MCL 117.3(a), MSA 5.2073(a).

Section 9.8. Duties and functions of Board of Review.

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties, in all respects, as are, by law, conferred upon and required of boards of review in townships, except as otherwise provided in this charter. At the time, and in the manner provided in the following section, it shall hear the complaints of all persons considering themselves aggrieved by assessments. If it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. Except as otherwise provided by law, no person other than the Board of Review shall make any change upon, or addition or correction to, the assessment roll. The Board shall make no such changes, additions, or corrections after it has certified the roll as provided and required by Section 9.11 of this chapter. The Assessor shall make a permanent record of all proceedings of the Board and enter therein all resolutions and decisions of the Board. Such record shall be filed with the Clerk on or before the first day of September following the meeting of the Board of Review.

Section 9.9. Meetings of Board of Review.

(a) The Board of Review shall convene at 9:00 o'clock a.m. on the third Monday in March in each year at a place designated by the Council, or on such other date as may subsequently be required by law for the meeting of boards of review in cities, and shall meet at the same time and continue in session from day to day for not less than three days for the purpose of considering the assessment roll of the city.

(b) The Board of Review may examine on oath any person appearing before it respecting the assessment of property on the assessment roll. Any member of the Board may administer the oath.

State law references: Mandatory that Charter provide for meeting of board of review, MCL 117.3(i), MSA 5.2073(i).

Section 9.10. Notice of meetings.

Notice of the time and place of the annual meeting of the Board of Review shall be published by the Assessor not less than one week nor more than three weeks prior thereto.

Section 9.11. Certification of roll.

After the Board of Review has completed its review of the assessment roll, and not later than the Tuesday following the fourth Monday in March, or such other date as may subsequently be required by law, the majority of its members shall sign a certificate to the effect that the same is the assessment roll of the city for the year in which it has been prepared, as approved by the Board of Review, which certificate, when attached to any volume of the roll shall constitute a conclusive presumption of the validity of the entire roll, as provided in Section 9.6 of this chapter. In the event that the Board of Review shall fail or refuse to so review the assessment roll of the city, such roll, as prepared and presented to the Board of Review by the Assessor shall be the assessment roll for the year for which it was prepared and shall stand as though it had been certified by the Board of Review.

State law references: Completion of review of assessments prior to first Monday in April required, MCL 211.30a, MSA 7.30(1).

Section 9.12. Validity of assessment roll.

Upon the completion of the assessment roll, and from and after midnight ending the last day of the meeting of the Board of Review, or the first Monday in April, whichever date first occurs, it shall be the assessment roll of the city for county, school and city taxes, and for other taxes on real and personal property that may be authorized by law. It shall be presumed by all courts and tribunals to be valid, and shall not be set aside, except for cause set forth by law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i).

Section 9.13. Clerk to certify levy.

Within three days after the Council has made the appropriations for the ensuing year, the Clerk shall certify to the Assessor the total amount which the Council determines shall be raised by general ad valorem taxation, together with such other assessments and lawful charges and amounts which the Council requires to be assessed, reassessed, or charged upon the city tax roll against property or persons.

Section 9.14. City tax roll.

After the Board of Review has completed its review of the assessment roll, the Assessor shall prepare a tax roll, or a combined assessment and tax roll, to be known as the "City Tax Roll." Upon receiving the certification of the several amounts to be raised, assessed, and charged for city taxes, as provided in the preceding section, the Assessor shall proceed forthwith, (1) to spread the amounts of the general ad valorem tax according to and in proportion to the several valuations set forth in said assessment roll, and (2) to place such other assessments and charges upon the roll as are required and authorized by the Council. For convenience, the city tax roll may be divided into two or more volumes.

Section 9.15. Taxes a debt and lien.

The taxes on real and personal property shall become a debt to the city from the owner or person otherwise to be assessed, on the tax day provided by law. The amounts assessed on any interest in real property shall become a lien upon such real property on the first day of July next subsequent to the tax day, and shall so remain, until paid. Said tax liens shall take precedence over all other claims, encumbrances, and liens upon said personal property whatsoever, whether created by chattel mortgage, title retaining contract, execution, or upon any other final process of a court, attachment, replevin, judgment, or otherwise, and no transfer of personal property assessed for taxes shall operate to divest or destroy such lien, except where such property is actually sold in the regular course of retail trade.

Section 9.16. Tax roll certified for collection.

After spreading the taxes and placing other assessments and charges upon the roll, the Assessor shall certify the tax roll, and attach his warrant thereto directing and requiring the Treasurer to collect, prior to March first of the following year, from the several persons named in the roll the several sums mentioned therein opposite their respective names as a tax, charge, or assessment. Said warrant shall grant to and vest in the Treasurer, all the statutory powers and immunities possessed by township treasurers for the collection of taxes. The tax roll shall be delivered to the Treasurer on or before the thirtieth day of June.

State law references: Collection of taxes, MCL 211.44 et seq., MSA 7.87 et seq.

Section 9.17. Tax payment date.

City Taxes shall be due and payable on July first of each year.
(Amended by electors 4-3-67)

Section 9.18. Taxes due--Notification thereof.

The Treasurer shall not be required to make personal demand for the payment of taxes but, upon receipt of the city tax roll, he shall forthwith mail a tax statement to each person named in the tax roll, which mailed statement shall be a sufficient demand for the payment of all taxes assessed. Neither the failure on the part of the Treasurer to mail such statement, nor the failure of any person to receive the same, shall invalidate the taxes on the tax roll or release any person or property assessed from the liabilities in this chapter in case of nonpayment.

Section 9.19. Tax payment schedule.

The Council shall provide, by ordinance, the tax payment schedule for city taxes, the times when the same may be paid without the addition of collection fees or interest, and the amount of collection fees and interest to be added thereafter. All amounts collected as collection fees and interest shall be paid into the city's treasury for the use and benefit of the city.

Section 9.20. Failure or refusal to pay personal property tax.

If any person shall neglect or refuse to pay any tax on personal property assessed to him, the Treasurer shall collect the same by seizing any personal property of such person, to an amount sufficient to pay such tax, together with any charges and interest added thereto, wherever the same may be found in the State. No property shall be exempt from such seizure. He may sell the property seized, to an amount sufficient to pay the taxes and all charges, fees, penalties, and interest, in accordance with statutory provisions. The Treasurer may also sue the person to whom a personal property tax is assessed, in accordance with the powers granted to him by law.

State law references: Failure or refusal to pay tax, MCL 211.47, MSA 7.91.

Section 9.21. State, county and school taxes.

For the purposes of assessing and collecting taxes for state, county, and school purposes, the city shall be considered the same as a township and all provisions of law relative to the collection of, and accounting for, such taxes and the penalties and interest thereon shall apply. For the purpose of collection of state, county, and school taxes, the Treasurer shall perform the same duties and have the same powers as township treasurers under state law.

State law references: Mandatory that Charter provide for levy, collection and return of state, county and school taxes, MCL 117.3(i), MSA 5.2073(i); state law relative to the assessment, levy and collection of taxes, MCL 211.1 et seq., MSA 7.1 et seq.

Section 9.22. Protection of city lien.

The city shall have power, insofar as the exercise thereof shall not conflict with or contravene the provisions of law, to acquire such an interest in any premises within the city, by purchase at any tax or other public sale, or by direct purchase from or negotiation with the State of Michigan or the owner, as may be necessary to assure to the city the collection of its taxes, special assessments, charges, and any interest thereon which are levied against any lot or parcel of real property or to protect the lien of the city therefor, and may hold, lease, or sell the same. Any such procedure exercised by the city to assure the collection of its taxes or the protection of its tax or other liens shall be deemed to be for a public purpose. The Council may adopt any ordinance which may be necessary to make this section effective.

Section 9.23. Collection of delinquent taxes.

All taxes and charges, together with fees, penalties, and interest upon real property on the tax roll, remaining uncollected by the Treasurer on the first day of March following the date when the roll was received by him shall be subject to one of the following procedures:

(1) The real property against which such taxes and charges are assessed shall be subject to disposition, sale, and redemption for the enforcement and collection of the tax lien against the same in the method and manner which may be provided by ordinance. The Council may provide by ordinance the procedure for the sale and redemption of real property for such unpaid taxes and charges, together with fees, penalties, and interest, by judicial sale on petition filed in behalf of the city. Such procedure shall correspond substantially to the procedure

provided by law for the sale by the State of tax delinquent real property and redemption therefrom, except that the acts performed by state and county officers shall be performed by appropriate city officers and that city tax sales shall be held not less than thirty nor more than ninety days prior to the date of corresponding tax sales under the general law.

(2) If no ordinance is in effect pursuant to subsection (1) of this section, such taxes shall be returned to the County Treasurer, to the extent and in the same manner and with like effect as provided by law for returns by township treasurers of township, school and county taxes. Such returns shall include all the additional assessments, charges, fees, penalties, and interest hereinbefore provided, which shall be added to the amount assessed in said tax roll against such property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the County Treasurer are collected, in accordance with law, and shall be and remain a lien upon the property against which they are assessed until paid.

Section 9.24. Disposition of real property held by city.

When the city has acquired any interest in property to protect the city's tax lien thereon, the owner of any interest therein by fee title, as mortgagee, or as vendor or vendee under a land contract, shall have the right to purchase the city's interest therein, upon payment to the city of the amount of money which the city has invested therein in the form of taxes, special assessments, charges, fees, penalties, interest, and costs, paid by the city to protect its title in such property. After the lapse of ninety days after the date that the city acquires title to any such property, the Council may remove the same from the market by determining that such property is needed for and should be devoted to public purposes, naming such purposes, or may sell the same at a price which shall be not less than the market value, as determined.

And further, direct the Mayor and City Clerk to endorse and execute this agreement on behalf of the City.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200824-11A ADJOURN

Motion by Councilmember: _____

I Move the Swartz Creek City Council adjourn the regular council meeting of August 24, 2020, and set _____(location) as the venue for the next regularly scheduled council meeting of September 14, 2020.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 08/10/2020**

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, Treasurer Deanna Korth, City Attorney Chris Stritmatter.

Others Present: Lania Rocha, Mark Gonyea, Charles Campbell, Steve Long, Erik Jamison, Gary Hicks, Samantha Fountain, Amanda LaMielle, John & Margaret Pobocik.

APPROVAL OF MINUTES

Resolution No. 200810-01 **(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 July 27, 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. 200810-02 **(Carried)**

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of August 10, 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. 200810-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Hicks

I Move the Swartz Creek City Council accept the City Manager's Report of August 10, 2020, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

None.

COUNCIL BUSINESS:

REPUBLIC WASTE

DISCUSSION

Mr. Gary Hicks, Republic Waste Representative, gave an update on things. Things are going fairly well right now considering where we came from several months ago. Covid has really changed the trash industry tremendously. Residents have generated 30% more trash across the country. We continue to monitor calls and monitor the street collection.

Mr. Zettel asked Mr. Hicks to express the changes in the company. Mr. Hicks commented that Republic put on a hiring freeze which caused a problem of not being properly staffed. There since then has been a lot of management changes, additional equipment (rental trucks) were brought in since new equipment couldn't be delivered. Additional drivers hired along with additional temporary staff to get things caught up. Since these changes were made things have improved.

RESOLUTION TO APPROVE FISCAL YEAR 2020 BUDGET AMENDMENTS AND ADJUSTMENTS

Resolution No. 200810-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Gilbert

WHEREAS, Act 621 of P.A. 1978 provides for a uniform budgeting system for local units of government; and

WHEREAS, Act 275 of P.A. of 1980 further prohibits deficit spending by local units of government; and

WHEREAS, the City Council has reviewed the City's 2019 - 2020 Fiscal Year Budget and comparative year-to-date balance sheet of expenses and revenues, and finds that it is not in deficit; however, certain department activity line items may be in deficit.

WHEREAS, the City Council has received a Budget Amendment Summary; and

WHEREAS, new budget amounts necessitate adjustments to the original adopted budget; and

WHEREAS, said supplemental documentation shows the new proposed revenue and expenditures changes by account number.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby authorizes and directs the city manager or his designee to make all necessary end-year budget adjustment amendments to all city funds in accordance with the supplemental documentation (pages 64 to 93) attached.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby authorizes and directs the City Manager or his designee to make all necessary year-end budget adjustment amendments.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

RESOLUTION TO APPROVE AN AGREEMENT WITH THE SWARTZ CREEK COMMUNITY SCHOOLS FOR A COMMUNICATION DEVICE ON THE WATER TOWER

Resolution No. 200810-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Farmer

WHEREAS, the City is the owner of an inactive water tower located south of Miller Road and west of Winston Drive, Tax Parcel I.D. No. 58-02-100-005, in the City; and

WHEREAS, the Swartz Creek Community School District utilizes a wireless antenna in order to provide communication for busses and transportation services; and

WHEREAS, the tower was removed to accommodate improvements occurring on the schools main campus; and

WHEREAS, the city enables use of the water tower and grounds for limited communication devices, provided there is an agreement to specific terms and conditions of such occupancy; and

WHEREAS, the Swartz Creek Community School District is a tax exempt entity that provides a valuable service within the city; and

WHEREAS, the City is desirous of leasing space on the water tower to permit the School to install and use their antenna.

THEREFORE BE IT RESOLVED, the Swartz Creek City Council hereby approves the Water Tower Site Lease Agreement for use of the water tower, as included in the August 10, 2020 city council packet.

BE IT FURTHER RESOLVED, the Swartz Creek City Council hereby authorizes and directs the Mayor and Clerk to execute the agreement on behalf of the city.

Discussion Ensued.

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

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Erik Jamison SCFD, movie night Friday, August 21, 2020 at Abrams Park. The movie is Hocus Pocus. Everyone come out, last movie was a great success.

REMARKS BY COUNCILMEMBERS:

Councilmember Henry commented that an ice cream truck was in the village and the driver was arrested and the van was impounded. There are some weeds on the backside of Mary Crapo that need to be addressed.

Councilmember Cramer concerned citizens will be putting on a fundraiser on September 11, 2020 at Jan's Bar for support of local law enforcement. There is a need for raffle items and more information is to come.

Councilmember Farmer is excited about the movie coming to Abrams Park.

Councilmember Hicks attended the movie at Elms Park with her grandkids. It was a great venue and they enjoyed it. She highly recommends going.

Councilmember Gilbert he was on vacation during last council meeting. He is glad to have the meeting at the park instead of on Zoom.

Mayor Krueger thanked everyone for coming out tonight. We truly appreciate residents input.

AUGUST 24, 2020 COUNCIL MEETING

Resolution No. 200810-06

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approves the August 24, 2020 city council meeting be held at 7pm at Abrams Park @ Pavilion #2.

Yes: Henry, Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston.
No: No. Motion Declared Carried.

ADJOURNMENT

Resolution No. 200810-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Cramer

I Move the Swartz Creek City Council adjourn the regular meeting at 7:44 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

REVENUE AND EXPENDITURE REPORT FOR CITY OF SWARTZ CREEK
PERIOD ENDING 07/31/2020

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 101 - General Fund					
000.000 - General	2,322,610.27	2,322,610.27	1,544,390.79	778,219.48	66.49
215.000 - Administration and Clerk	40.00	40.00	0.00	40.00	0.00
301.000 - Police Dept	4,100.00	4,100.00	55.00	4,045.00	1.34
345.000 - PUBLIC SAFETY BUILDING	25,050.00	25,050.00	0.00	25,050.00	0.00
410.000 - Building & Zoning & Planning	65,200.00	65,200.00	5,461.00	59,739.00	8.38
444.000 - Sidewalks	900.00	900.00	0.00	900.00	0.00
448.000 - Lighting	9,870.00	9,870.00	643.46	9,226.54	6.52
523.000 - Grass, Brush & Weeds	4,500.00	4,500.00	2,400.00	2,100.00	53.33
694.000 - Community Development Block Grant	33,300.00	33,300.00	0.00	33,300.00	0.00
728.005 - Holland Square Streetscape	40,000.00	40,000.00	0.00	40,000.00	0.00
782.000 - Facilities - Abrams Park	140.00	140.00	70.00	70.00	50.00
783.000 - Facilities - Elms Rd Park	6,700.00	6,700.00	880.00	5,820.00	13.13
790.000 - Facilities-Senior Center/Libr	6,200.00	6,200.00	0.00	6,200.00	0.00
790.012 - CDBG Senior Center Operations	1,440.95	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,520,051.22	2,518,610.27	1,553,900.25	964,710.02	
000.000 - General	14,160.00	14,160.00	1,136.79	13,023.21	8.03
101.000 - Council	22,585.73	22,585.73	5,657.02	16,928.71	25.05
172.000 - Executive	109,424.96	109,424.96	155,744.36	(46,319.40)	142.33
201.000 - Finance,Budgeting,Accounting	0.00	0.00	17.00	(17.00)	100.00
215.000 - Administration and Clerk	36,221.00	36,221.00	2,212.31	34,008.69	6.11
228.000 - Information Technology	15,875.00	15,875.00	6,065.38	9,809.62	38.21

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
247.000 - Board of Review	3,658.85	3,658.85	0.00	3,658.85	0.00
253.000 - Treasurer	93,323.00	93,323.00	4,298.26	89,024.74	4.61
257.000 - Assessor	47,959.00	47,959.00	2,885.16	45,073.84	6.02
262.000 - Elections	47,202.00	47,202.00	4,127.25	43,074.75	8.74
266.000 - Legal Council	14,000.00	14,000.00	0.00	14,000.00	0.00
301.000 - Police Dept	7,900.00	7,900.00	3,972.98	3,927.02	50.29
301.266 - Legal Council PSFY	5,000.00	5,000.00	0.00	5,000.00	0.00
301.851 - Retiree Employer Health Care PSFY	19,670.00	19,670.00	2,491.92	17,178.08	12.67
334.000 - Metro Police Authority	1,019,475.00	1,019,475.00	253,711.00	765,764.00	24.89
336.000 - Fire Department	206,650.00	206,650.00	59,889.38	146,760.62	28.98
345.000 - PUBLIC SAFETY BUILDING	39,132.39	39,132.39	6,443.13	32,689.26	16.46
410.000 - Building & Zoning & Planning	128,884.00	128,884.00	3,382.67	125,501.33	2.62
410.025 - 2017 CDBG 5157 Morrish Demo	375.00	0.00	0.00	0.00	0.00
444.000 - Sidewalks	1,200.00	1,200.00	0.00	1,200.00	0.00
448.000 - Lighting	105,000.00	105,000.00	0.00	105,000.00	0.00
523.000 - Grass, Brush & Weeds	1,200.00	1,200.00	425.00	775.00	35.42
694.000 - Community Development Block Grant	33,300.00	33,300.00	0.00	33,300.00	0.00
728.000 - Economic Development	0.00	0.00	13.30	(13.30)	100.00
781.000 - Facilities - Pajtas Amphitheat	1,468.00	1,468.00	208.72	1,259.28	14.22
782.000 - Facilities - Abrams Park	37,785.87	37,785.87	4,545.08	33,240.79	12.03
783.000 - Facilities - Elms Rd Park	80,732.00	80,732.00	4,925.63	75,806.37	6.10
784.000 - Facilities - Bicentennial Park	1,324.00	1,324.00	54.87	1,269.13	4.14
786.000 - Non-Motorized Trailway	30,000.00	30,000.00	0.00	30,000.00	0.00

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
787.000 - Veterans Memorial Park	2,840.00	2,840.00	521.42	2,318.58	18.36
788.000 - Disc Golf Park	10,000.00	10,000.00	0.00	10,000.00	0.00
790.000 - Facilities-Senior Center/Libr	36,620.58	36,620.58	3,918.48	32,702.10	10.70
790.012 - CDBG Senior Center Operations	1,440.95	0.00	0.00	0.00	0.00
793.000 - Facilities - City Hall	19,802.88	19,802.88	1,901.10	17,901.78	9.60
794.000 - Community Promotions Program	50,059.00	50,059.00	3,053.90	47,005.10	6.10
796.000 - Facilities - Cemetary	1,901.70	1,901.70	168.32	1,733.38	8.85
797.000 - Facilities - City Parking Lots	5,600.00	5,600.00	0.00	5,600.00	0.00
851.000 - Retired Employee Health Care	25,900.00	25,900.00	741.60	25,158.40	2.86
965.000 - Transfers Out	175,367.50	175,367.50	0.00	175,367.50	0.00
TOTAL EXPENDITURES	2,453,038.41	2,451,222.46	532,512.03	1,918,710.43	
Fund 101 - General Fund:					
TOTAL REVENUES	2,520,051.22	2,518,610.27	1,553,900.25	964,710.02	61.70
TOTAL EXPENDITURES	2,453,038.41	2,451,222.46	532,512.03	1,918,710.43	21.72
NET OF REVENUES & EXPENDITURES	67,012.81	67,387.81	1,021,388.22	(954,000.41)	
Fund 202 - Major Street Fund					
000.000 - General	450,475.00	450,475.00	(38,417.16)	488,892.16	(8.53)
441.000 - Miller Rd Park & Ride	5,000.00	5,000.00	0.00	5,000.00	0.00
478.000 - Snow & Ice Removal	2,400.00	2,400.00	0.00	2,400.00	0.00
TOTAL REVENUES	457,875.00	457,875.00	(38,417.16)	496,292.16	
228.000 - Information Technology	1,000.00	1,000.00	301.18	698.82	30.12
441.000 - Miller Rd Park & Ride	5,058.24	5,058.24	161.86	4,896.38	3.20
448.000 - Lighting	15,000.00	58,330.00	43,330.00	15,000.00	74.28
449.500 - Right of Way - General	10,000.00	10,000.00	0.00	10,000.00	0.00
449.501 - Right of Way - Storms	20,000.00	20,000.00	0.00	20,000.00	0.00

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
463.000 - Routine Maint - Streets	158,025.87	158,025.87	4,792.44	153,233.43	3.03
463.307 - Oakview - Seymour to Chelmsford	50,000.00	50,000.00	0.00	50,000.00	0.00
463.308 - Winston - Oakview to Chesterfield	20,000.00	20,000.00	0.00	20,000.00	0.00
473.000 - Routine Maint - Bridges	1,000.00	1,000.00	0.00	1,000.00	0.00
474.000 - Traffic Services	40,202.00	40,202.00	3,365.01	36,836.99	8.37
478.000 - Snow & Ice Removal	81,307.00	81,307.00	253.27	81,053.73	0.31
482.000 - Administrative	17,762.00	17,762.00	878.52	16,883.48	4.95
538.500 - Intercommunity storm drains	12,500.00	12,500.00	750.00	11,750.00	6.00
965.000 - Transfers Out	100,000.00	100,000.00	0.00	100,000.00	0.00
TOTAL EXPENDITURES	531,855.11	575,185.11	53,832.28	521,352.83	
Fund 202 - Major Street Fund:					
TOTAL REVENUES	457,875.00	457,875.00	(38,417.16)	496,292.16	8.39
TOTAL EXPENDITURES	531,855.11	575,185.11	53,832.28	521,352.83	9.36
NET OF REVENUES & EXPENDITURES	(73,980.11)	(117,310.11)	(92,249.44)	(25,060.67)	
Fund 203 - Local Street Fund					
000.000 - General	143,500.00	143,500.00	(12,217.38)	155,717.38	(8.51)
449.000 - Right of Way Telecomm	15,000.00	15,000.00	0.00	15,000.00	0.00
478.000 - Snow & Ice Removal	500.00	500.00	0.00	500.00	0.00
931.000 - Transfers IN	500,000.00	500,000.00	0.00	500,000.00	0.00
TOTAL REVENUES	659,000.00	659,000.00	(12,217.38)	671,217.38	
228.000 - Information Technology	1,000.00	1,000.00	301.18	698.82	30.12
448.000 - Lighting	15,000.00	22,222.00	7,222.00	15,000.00	32.50
449.500 - Right of Way - General	22,500.00	22,500.00	0.00	22,500.00	0.00
463.000 - Routine Maint - Streets	285,870.05	285,870.05	5,738.90	280,131.15	2.01
463.107 - Chelmsford - Seymour to Oakview	50,000.00	50,000.00	0.00	50,000.00	0.00

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
463.108 - Oxford Court	55,000.00	55,000.00	95.29	54,904.71	0.17
474.000 - Traffic Services	20,006.00	20,006.00	1,262.53	18,743.47	6.31
478.000 - Snow & Ice Removal	68,999.00	68,999.00	282.97	68,716.03	0.41
482.000 - Administrative	20,319.75	20,319.75	658.83	19,660.92	3.24
538.500 - Intercommunity storm drains	10,000.00	10,000.00	750.00	9,250.00	7.50
TOTAL EXPENDITURES	548,694.80	555,916.80	16,311.70	539,605.10	
Fund 203 - Local Street Fund:					
TOTAL REVENUES	659,000.00	659,000.00	(12,217.38)	671,217.38	1.85
TOTAL EXPENDITURES	548,694.80	555,916.80	16,311.70	539,605.10	2.93
NET OF REVENUES & EXPENDITURES	110,305.20	103,083.20	(28,529.08)	131,612.28	
Fund 204 - MUNICIPAL STREET FUND					
000.000 - General	651,580.00	651,580.00	668,407.89	(16,827.89)	102.58
TOTAL REVENUES	651,580.00	651,580.00	668,407.89	(16,827.89)	
905.000 - Debt Service	167,917.11	167,917.11	320.83	167,596.28	0.19
965.000 - Transfers Out	500,000.00	500,000.00	0.00	500,000.00	0.00
TOTAL EXPENDITURES	667,917.11	667,917.11	320.83	667,596.28	
Fund 204 - MUNICIPAL STREET FUND:					
TOTAL REVENUES	651,580.00	651,580.00	668,407.89	(16,827.89)	102.58
TOTAL EXPENDITURES	667,917.11	667,917.11	320.83	667,596.28	0.05
NET OF REVENUES & EXPENDITURES	(16,337.11)	(16,337.11)	668,087.06	(684,424.17)	
Fund 226 - Garbage Fund					
000.000 - General	415,025.00	415,025.00	415,324.55	(299.55)	100.07
TOTAL REVENUES	415,025.00	415,025.00	415,324.55	(299.55)	
000.000 - General	10,036.75	10,036.75	0.00	10,036.75	0.00
101.000 - Council	3,169.93	3,169.93	1,271.81	1,898.12	40.12
172.000 - Executive	7,850.00	7,850.00	1,526.35	6,323.65	19.44
201.000 - Finance,Budgeting,Accounting	0.00	0.00	4.25	(4.25)	100.00

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
215.000 - Administration and Clerk	3,735.00	3,735.00	596.22	3,138.78	15.96
228.000 - Information Technology	2,075.00	2,075.00	772.95	1,302.05	37.25
253.000 - Treasurer	15,705.00	15,705.00	654.28	15,050.72	4.17
257.000 - Assessor	800.00	800.00	0.00	800.00	0.00
528.000 - Sanitation Collection	292,202.58	292,202.58	25,854.35	266,348.23	8.85
530.000 - Wood Chipping	52,484.50	52,484.50	5,715.89	46,768.61	10.89
782.000 - Facilities - Abrams Park	9,092.00	9,092.00	549.91	8,542.09	6.05
783.000 - Facilities - Elms Rd Park	12,140.00	12,140.00	900.97	11,239.03	7.42
793.000 - Facilities - City Hall	4,045.09	4,045.09	493.53	3,551.56	12.20
TOTAL EXPENDITURES	413,335.85	413,335.85	38,340.51	374,995.34	
Fund 226 - Garbage Fund:					
TOTAL REVENUES	415,025.00	415,025.00	415,324.55	(299.55)	100.07
TOTAL EXPENDITURES	413,335.85	413,335.85	38,340.51	374,995.34	9.28
NET OF REVENUES & EXPENDITURES	1,689.15	1,689.15	376,984.04	(375,294.89)	
Fund 248 - Downtown Development Fund					
000.000 - General	66,962.00	66,962.00	0.39	66,961.61	0.00
728.004 - Family Movie Night	2,000.00	2,000.00	0.00	2,000.00	0.00
TOTAL REVENUES	68,962.00	68,962.00	0.39	68,961.61	
173.000 - DDA Administration	2,820.00	2,820.00	15.50	2,804.50	0.55
728.002 - Streetscape	40,945.00	40,945.00	0.00	40,945.00	0.00
728.004 - Family Movie Night	3,450.00	3,450.00	890.00	2,560.00	25.80
TOTAL EXPENDITURES	47,215.00	47,215.00	905.50	46,309.50	
Fund 248 - Downtown Development Fund:					
TOTAL REVENUES	68,962.00	68,962.00	0.39	68,961.61	0.00
TOTAL EXPENDITURES	47,215.00	47,215.00	905.50	46,309.50	1.92
NET OF REVENUES & EXPENDITURES	21,747.00	21,747.00	(905.11)	22,652.11	

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
Fund 350 - City Hall Debt Fund					
000.000 - General	7.00	7.00	0.02	6.98	0.29
931.000 - Transfers IN	100,357.50	100,357.50	0.00	100,357.50	0.00
TOTAL REVENUES	100,364.50	100,364.50	0.02	100,364.48	
905.000 - Debt Service	101,117.50	101,117.50	0.00	101,117.50	0.00
TOTAL EXPENDITURES	101,117.50	101,117.50	0.00	101,117.50	
Fund 350 - City Hall Debt Fund:					
TOTAL REVENUES	100,364.50	100,364.50	0.02	100,364.48	0.00
TOTAL EXPENDITURES	101,117.50	101,117.50	0.00	101,117.50	0.00
NET OF REVENUES & EXPENDITURES	(753.00)	(753.00)	0.02	(753.02)	
Fund 402 - Fire Equip Replacement Fund					
000.000 - General	11.00	11.00	1.07	9.93	9.73
931.000 - Transfers IN	75,000.00	75,000.00	0.00	75,000.00	0.00
TOTAL REVENUES	75,011.00	75,011.00	1.07	75,009.93	
336.000 - Fire Department	3,500.00	3,500.00	0.00	3,500.00	0.00
TOTAL EXPENDITURES	3,500.00	3,500.00	0.00	3,500.00	
Fund 402 - Fire Equip Replacement Fund:					
TOTAL REVENUES	75,011.00	75,011.00	1.07	75,009.93	0.00
TOTAL EXPENDITURES	3,500.00	3,500.00	0.00	3,500.00	0.00
NET OF REVENUES & EXPENDITURES	71,511.00	71,511.00	1.07	71,509.93	
Fund 590 - Water Supply Fund					
000.000 - General	6,000.00	6,000.00	(171.81)	6,171.81	(2.86)
540.000 - Water System	2,226,000.00	2,226,000.00	(59,740.90)	2,285,740.90	(2.68)
543.230 - Water Main Repair USDA Grant	0.00	0.00	24,816.50	(24,816.50)	100.00
TOTAL REVENUES	2,232,000.00	2,232,000.00	(35,096.21)	2,267,096.21	
000.000 - General	25,091.88	25,091.88	0.00	25,091.88	0.00
101.000 - Council	13,503.00	13,503.00	3,179.65	10,323.35	23.55
172.000 - Executive	29,826.00	29,826.00	4,465.84	25,360.16	14.97

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
201.000 - Finance,Budgeting,Accounting	0.00	0.00	10.62	(10.62)	100.00
215.000 - Administration and Clerk	19,583.00	19,583.00	1,971.48	17,611.52	10.07
228.000 - Information Technology	5,675.00	5,675.00	2,067.15	3,607.85	36.43
253.000 - Treasurer	56,381.50	56,381.50	2,402.87	53,978.63	4.26
540.000 - Water System	2,037,955.66	2,037,955.66	17,745.45	2,020,210.21	0.87
542.000 - Read and Bill	51,475.00	51,475.00	1,001.05	50,473.95	1.94
543.230 - Water Main Repair USDA Grant	243,800.00	243,800.00	0.00	243,800.00	0.00
793.000 - Facilities - City Hall	10,289.20	10,289.20	1,228.74	9,060.46	11.94
905.000 - Debt Service	99,579.23	99,579.23	0.00	99,579.23	0.00
TOTAL EXPENDITURES	2,593,159.47	2,593,159.47	34,072.85	2,559,086.62	
Fund 590 - Water Supply Fund:					
TOTAL REVENUES	2,232,000.00	2,232,000.00	(35,096.21)	2,267,096.21	1.57
TOTAL EXPENDITURES	2,593,159.47	2,593,159.47	34,072.85	2,559,086.62	1.31
NET OF REVENUES & EXPENDITURES	(361,159.47)	(361,159.47)	(69,169.06)	(291,990.41)	
Fund 591 - Sanitary Sewer Fund					
000.000 - General	5,700.00	5,700.00	(83.16)	5,783.16	(1.46)
536.000 - Sewer System	1,267,000.00	1,267,000.00	(34,768.99)	1,301,768.99	(2.74)
TOTAL REVENUES	1,272,700.00	1,272,700.00	(34,852.15)	1,307,552.15	
000.000 - General	25,091.88	25,091.88	0.00	25,091.88	0.00
101.000 - Council	12,930.82	12,930.82	3,179.55	9,751.27	24.59
172.000 - Executive	29,964.00	29,964.00	4,453.72	25,510.28	14.86
201.000 - Finance,Budgeting,Accounting	0.00	0.00	10.63	(10.63)	100.00
215.000 - Administration and Clerk	18,433.00	18,433.00	1,971.57	16,461.43	10.70
228.000 - Information Technology	5,375.00	5,375.00	2,067.15	3,307.85	38.46
253.000 - Treasurer	55,919.00	55,919.00	2,402.90	53,516.10	4.30

GL NUMBER	2020-21 ORIGINAL BUDGET	2020-21 AMENDED BUDGET	YTD BALANCE 07/31/2020	AVAILABLE BALANCE	% BDGT USED
536.000 - Sewer System	994,754.59	994,754.59	4,143.06	990,611.53	0.42
537.000 - Sewer Lift Stations	10,982.00	10,982.00	972.69	10,009.31	8.86
542.000 - Read and Bill	63,122.00	63,122.00	4,783.78	58,338.22	7.58
543.310 - Sewer District Rehabilitation	0.00	26,263.00	0.00	26,263.00	0.00
543.400 - Reline Existing Sewers	183,128.00	183,128.00	0.00	183,128.00	0.00
543.401 - Flush & TV Sewers	90,000.00	90,000.00	0.00	90,000.00	0.00
793.000 - Facilities - City Hall	9,790.16	9,790.16	1,225.23	8,564.93	12.51
TOTAL EXPENDITURES	1,499,490.45	1,525,753.45	25,210.28	1,500,543.17	
Fund 591 - Sanitary Sewer Fund:					
TOTAL REVENUES	1,272,700.00	1,272,700.00	(34,852.15)	1,307,552.15	2.74
TOTAL EXPENDITURES	1,499,490.45	1,525,753.45	25,210.28	1,500,543.17	1.65
NET OF REVENUES & EXPENDITURES	(226,790.45)	(253,053.45)	(60,062.43)	(192,991.02)	
Fund 661 - Motor Pool Fund					
000.000 - General	234,250.00	234,250.00	8,589.75	225,660.25	3.67
TOTAL REVENUES	234,250.00	234,250.00	8,589.75	225,660.25	
172.000 - Executive	10,300.00	10,300.00	9,736.00	564.00	94.52
228.000 - Information Technology	1,070.00	1,070.00	245.54	824.46	22.95
253.000 - Treasurer	7,788.00	7,788.00	443.23	7,344.77	5.69
795.000 - Facilities - City Garage	386,681.00	386,681.00	4,201.31	382,479.69	1.09
TOTAL EXPENDITURES	405,839.00	405,839.00	14,626.08	391,212.92	
Fund 661 - Motor Pool Fund:					
TOTAL REVENUES	234,250.00	234,250.00	8,589.75	225,660.25	3.67
TOTAL EXPENDITURES	405,839.00	405,839.00	14,626.08	391,212.92	3.60
NET OF REVENUES & EXPENDITURES	(171,589.00)	(171,589.00)	(6,036.33)	(165,552.67)	

2019 Water Quality Report for The City of Swartz Creek

This report covers the drinking water quality for City of Swartz Creek for the 2019 calendar year. This information is a snapshot of the quality of the water that we provided to you in 2019. Included are details about where your water comes from, what it contains, and how it compares to United States Environmental Protection Agency (U.S. EPA) and state standards.

Your water comes from the lower Lake Huron watershed. The State performed an assessment of our source water to determine the susceptibility or the relative potential of contamination. The susceptibility rating is on a seven-tiered scale from "very-low" to "very-high" based on geologic sensitivity, well construction, water chemistry and contamination sources. The Lake Huron source water intake is categorized as having a moderately low susceptibility to potential contaminant sources. The Lake Huron water treatment plant has historically provided satisfactory treatment of this source water to meet drinking water standards.

If you would like to know more about this report, please contact the City of Swartz Creek water department at 810.635.4464.

Contaminants and their presence in water: Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (800-426-4791).

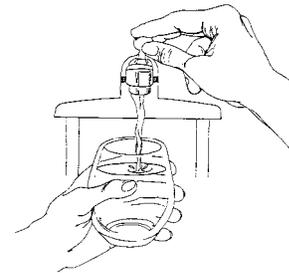
Vulnerability of sub-populations: Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune systems disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Center for Disease Control guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

Sources of drinking water: The sources of drinking water (both tap water and bottled water) include rivers, lakes,

streams, ponds, reservoirs, springs, and wells. Our water comes from wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- **Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
- **Inorganic contaminants**, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- **Pesticides and herbicides**, which may come from a variety of sources such as agriculture and residential uses.
- **Radioactive contaminants**, which can be naturally occurring or be the result of oil and gas production and mining activities.
- **Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.



In order to ensure that tap water is safe to drink, the U.S. EPA prescribes regulations that limit the levels of certain contaminants in water provided by public water systems. Federal Food and Drug Administration regulations establish limits for contaminants in bottled water which provide the same protection for public health.

Water Quality Data

The table below lists all the drinking water contaminants that were detected during the 2019 calendar year. The presence of these contaminants in the water does not necessarily indicate that the water poses a health risk. Unless otherwise noted, the data presented in this table is from testing done January 1 through December 31, 2019. The State allows us to monitor for certain contaminants less than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. All the data is representative of the water quality, but some are more than one year old.

Key to the Detected Contaminants Table

Symbol	Abbreviation	Definition/Explanation
<, >	Less than, Greater than	
°C	Celsius	A scale of temperature in which water freezes at 0° and boils at 100° under standard conditions.
AL	Action Level	The concentration of a contaminant, which, if exceeded, triggers treatment or other requirements which a water system must follow.
HAA5	Haloacetic	HAA5 is the total of bromoacetic, chloroacetic, dibromoacetic, dichloroacetic and trichloroacetic acids. Compliance is based on the total.
LRAA	Locational Running Annual Average	The average of analytical results for samples at a particular monitoring location during the previous four quarters.
MCL	Maximum Contaminant Level	The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
MCLG	Maximum Contaminant Level Goal	The level of contaminant in drinking water below which there is no known or expected risk to health.
MRLD	Maximum Residual Disinfectant Level	The highest level of disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MRDLG	Maximum Residual Disinfectant Level Goal	The level of contaminant in drinking water below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial.
n/a	not applicable	
ND	Not Detected	
NTU	Nephelometric Turbidity Units	Measures the cloudiness of water.
pCi/L	Picocuries Per Liter	A measure of radioactivity
ppb	Parts per Billion (one in one billion)	The ppb is equivalent to micrograms per liter. A microgram = 1/1000 milligram.
ppm	Parts per Million (one in one million)	The ppm is equivalent to milligrams per liter. A milligram = 1/1000 gram.
RAA	Running Annual Average	The average of analytical results for all samples during the previous twelve months.
TT	Treatment Technique	A required process intended to reduce the level of a contaminant in drinking water.
TTHM	Total Trihalomethanes	Total Trihalomethanes is the sum of chloroform, bromodichloromethane, dibromochloromethane and bromoform. Compliance is based on the total.

2019 Regulated Detected Contaminant Tables

Inorganic Chemicals – Monitoring at the Plant Finished Water Tap

Regulated Contaminant	Unit	Health Goal MCLG	Allowed Level MCL	Highest Level Detected	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Fluoride*	ppm	4	4	0.61	0.59-0.61	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.
Arsenic	ppb	0	10	0.43	ND-0.43	No	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes.
Barium	ppm	2	2	.013	.012-.013	No	Erosion of natural deposits; discharge of drilling wastes; discharge from metal refineries.
Selenium	ppb	50	50	0.66	ND-0.66	No	Erosion of natural deposits; discharge from petroleum and metal refineries' discharge from mines.
*Fluoride is monitored daily in the finished water							

Disinfection By-Products – Monitoring in Distribution System

Regulated Contaminant	Unit	Health Goal MCLG	Allowed Level MCL	Highest LRAA	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Trihalomethanes (TTHM)	ppb	n/a	80	43	16-100	no	By-product of drinking water chlorination
Haloacetic Acids (HAA5)	ppb	n/a	60	20	13-25	no	By-product of drinking water disinfection

Disinfection Residuals – Monitoring in Distribution System

Regulated Contaminant	Unit	Health Goal MRDLG	Allowed Level MRDL	Highest RAA	Range of Detection	Violation yes/no	Major Sources in Drinking Water
Total Chlorine Residual	ppm	4	4	0.78	0.03-2.51	no	Water additive used to control microbial

2019 Turbidity – Monitored every 4 hours at Plant Finished Water

Highest Single Measurement Cannot exceed 1 NTU	Lowest Monthly % of Samples Meeting Turbidity Limit of 0.3 NTU (minimum 95%)	Violation yes/no	Major Sources in Drinking Water
0.10 NTU	98.9%	no	Soil Runoff

Turbidity is a measure of the cloudiness of water. We monitor it because it is a good indicator of the effectiveness of our filtration system.

2019 Lead and Copper Monitoring at Customer Tap

Regulated Contaminant	Unit	Health Goal MCLG	Allowed Level AL	90 th Percentile Value*	Range	Number Samples Over AL	Violation yes/no	Major Sources in Drinking Water
Lead (Jan-June)	ppb	0	15	0	0-2.0	0	no	Corrosion of household plumbing system; Erosion of natural deposits.
Lead (July-Dec)	ppb	0	15	0	0-0	0	no	See above.
Copper (Jan-June)	ppm	1.3	1.3	0.1	0-0.10	0	no	Corrosion of household plumbing system; Erosion of natural deposits.
Copper (July-Dec)	ppm	1.3	1.3	0.1	0-0.40	0	no	See above.

*The 90th percentile value is the concentration of lead or copper in tap water exceeded by 10 percent of the sites samples during a monitoring period. If the 90th percentile value is above the AL, additional requirements must be met.

Total Organic Carbon (ppm)	The Total Organic Carbon (TOC) removal ratio is calculated as the ratio between the actual TOC removal and the TOC removal requirement. The TOC was measured each quarter and because the level was low, there is no TOC removal requirements.	Erosion of natural deposits.
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Radionuclides 2019

Regulated Contaminant	Test Date	Unit	Health Goal MCLG	Allowed Level	Level Detected	Violation yes/no	Major Sources in Drinking Water
Combined Radium 226 and 228	2/13/19	pCi/L	0	5	1.0 ± 0.50	no	Erosion of natural deposits
Gross Alpha	2/13/19	pCi/L	0	15	2.0 ± 1.0	no	Erosion of natural deposits

2019 Unregulated Detected Contaminant

Unregulated Parameters	Unit	Average	Range Detected	Source of Contamination
Sodium (ppm)	ppm	8.5	8-9	Erosion of natural deposits
Nickel	ppb	0.33	ND to 0.66	Erosion of natural deposits

Additional Sampling results:

Every 5 years the United States Environmental Protection Agency (USEPA) establishes 30 unregulated contaminants for additional sampling. Unregulated contaminants are those for which the USEPA has not established drinking water standards, as required by the USEPA, Genesee County Water & Waste Services began testing for several unregulated contaminants in 2019 and will continue additional sampling in 2019 and 2020. The purpose of unregulated contaminants monitoring is to assist USEPA in determining the occurrence of unregulated contaminants in drinking water and whether future regulations is warranted. Before USEPA regulates a contaminant, it considers adverse health effects, the occurrence of the contaminant in drinking water, and whether the regulation would reduce health risk. The following tables list the unregulated contaminants detected during the 2019 calendar year.

Unregulated Contaminants – Monitored at the Primary Source (AM1: metals, pesticides, alcohols, SVOCs)

Contaminant	Units	Result	Source
Bromide	ppm	23.2	Naturally present in fossil fuels, coal, and shale.
Total Organic Carbon	ppm	2.4	Erosion of natural deposits.

Unregulated Contaminants – Monitored at the Treatment Plant and Entry Point into the System

Contaminant	Units	Result	Source
Manganese, total	ug/l	2.1 – 10.6	Naturally present in the environment.

Unregulated Contaminants – Monitored in the Distribution System

Source of these contaminants are by products of drinking water disinfection.

Contaminant	Units	Result	Source
Dichloroacetic acid (DCAA)	ug/l	1.2 – 13.2	By-product of drinking water disinfection.
Trichloroacetic acid (TCAA)	ug/l	1.6 – 16.5	By-product of drinking water disinfection.
Bromo chloroacetic acid (BCAA)	ug/l	0.3 – 3.9	By-product of drinking water disinfection.
Bromo dichloroacetic acid (BDCAA)	ug/l	ND – 3.1	By-product of drinking water disinfection.
Dibromo acetic acid (DBCAA)	ug/l	ND – 0.8	By-product of drinking water disinfection.
ChloroDiBromoAcetic acid	ug/l	ND – 0.6	By-product of drinking water disinfection.
HAA5 Group	ug/l	2.8 – 22.6	By-product of drinking water disinfection.
HAA6Br Group	ug/l	0.6 – 8.1	By-product of drinking water disinfection.
HAA9 Group	ug/l	3.7 – 29.9	By-product of drinking water disinfection.

Tested for but not Detected Unregulated Contaminants:

Germanium, Chlorpyrifos, Dimethipem, Ethoprop, alpha-Hexachlorocyclohexane, Oxyfluorfen, Total Permethrin, Pprofenophos, Tebuconazole, Tribufos, butylated hydroxy anisole, o-toluidine, Quinoline, 1-butanol, 2-methoxyethanol, 2-propen-1-ol, MonoChloroacetic acid, MonoBromo Acetic acid, TriBromoAcetic acid, PFAS/PFOS.

Information about lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Swartz Creek is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you have a lead service line it is recommended that you run your water for at least 5 minutes to flush water from both your home plumbing and the lead service line. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Infants and children who drink water containing lead could experience delays in their physical or mental development. Children could show slight deficits in attention span and learning abilities. Adults who drink this water over many years could develop kidney problems or high blood pressure.

Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short amount of time could experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years could suffer liver or kidney damage. People with Wilson’s Disease should consult their personal doctor.

Monitoring and Reporting to the Department of Environment, Great Lakes, and Energy (EGLE) Requirements:

The State of Michigan and the U.S. EPA require us to test our water on a regular basis to ensure its safety. We met all the monitoring and reporting requirements for 2019.

We will update this report annually and will keep you informed of any problems that may occur throughout the year, as they happen. Copies are available at Paul D. Bueche Municipal Building, 8083 Civic Dr., Swartz Creek, MI 48473. This report will not be sent to you.

Opportunities for Public Participation: We invite public participation in decisions that affect drinking water quality. City Council meetings are the second and fourth Mondays of each month. For more information about your water, or the contents of this report, contact Andrew Harris, P.E. at (810) 635-4464 or visit www.cityofswartzcreek.org. For more information about safe drinking water, visit the U.S. Environmental Protection Agency at www.epa.gov/safewater/.



8083 CIVIC DR
SWARTZ CREEK, MI 48473
810-635-4464

www.cityofswartzcreek.org

Where Friendships Last Forever

Receipt: 240856 08/12/20 Cashier: KBROWN
Received Of: Swartz Creek Area Fire Dept

The sum of: 40,883.00

2019 Bueget Refund

MISC		40,883.00
101-336.000-677.000		
		<i>40,883.00</i>
	Total	40,883.00

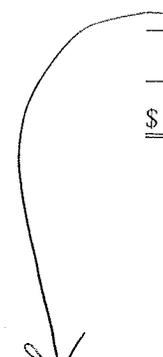
TENDERED: Check 18183 40,883.00

SWARTZ CREEK AREA FIRE DEPARTMENT

GOVERNMENTAL FUND BALANCE SHEET/STATEMENT OF NET POSITION

December 31, 2019

	<i>Governmental Fund</i>	<i>Adjustments (Note 8)</i>	<i>Statement of Net Position</i>
Assets:			
Cash and cash equivalents	\$ 92,703	\$ -	\$ 92,703
Accounts receivable	5,800	-	5,800
Due from other governments	6,747	-	6,747
Prepaid expenditures/expenses	18,658	-	18,658
Capital assets being depreciated, net	-	862,080	862,080
	<u>\$ 123,908</u>	<u>\$ 862,080</u>	<u>\$ 985,988</u>
Liabilities and Fund Balance:			
<i>Liabilities:</i>			
Accounts payable	\$ 3,831	-	3,831
Accrued expenses	5,706	-	5,706
Accrued wages payable	13,947	-	13,947
	<u>23,484</u>	<u>-</u>	<u>23,484</u>
<i>Fund Balance:</i>			
<i>Nonspendable:</i>			
Prepaid expenditures	18,658	(18,658)	-
<i>Committed for:</i>			
Payments to members	81,766	(81,766)	-
	<u>100,424</u>	<u>(100,424)</u>	<u>-</u>
Total fund balance	<u>\$ 123,908</u>		
Total liabilities and fund balance			
Net Position:			
Investment in capital assets		862,080	862,080
Unrestricted		100,424	100,424
		<u>\$ 962,504</u>	<u>\$ 962,504</u>



81,766 / 2 = 40,883.00

Heritage Surfacing Estimate

<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
Pavt, Rem, Modified	Syd	1111	\$5.20	\$5,777.78
Subgrade Undercutting, Type II, Modified	Cyd	50	\$66.95	\$3,347.50
Aggregate Base, Modified	Ton	100	\$31.19	\$3,119.00
HMA, 3C (3.5")	Ton	235.2778	\$76.00	\$17,881.11
HMA, 13A (1.5")	Ton	100.8333	\$83.00	\$8,369.17
TOTAL				\$38,494.56

Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 0.16 Miles

Area: 10,015.85 Square Feet

Mouse Navigation Save Clear