



CITY OF WILLIAMSTON
161 East Grand River Avenue, Williamston MI
(517) 655-2774
Regular City Council Meeting Agenda
Monday, March 27, 2023
7:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Audience Participation – Maximum 5 minutes per presentation
6. Council Meeting Minutes of March 13, 2023
7. Accounts Payable
8. Public Hearing for TIFA 2B Plan Amendment- 7:05 p.m.
9. Action Items
 - a. Michigan Department of Transportation (MDOT) Contract #23-5061 – North Putnam Street Project
 - b. Resolution to Adopt TIFA Plan Amendment
 - c. Second Reading of Ordinance to Amend the City of Williamston Zoning Ordinance to Revise Articles 2, 6, and 12 as to Residential Uses in the C-1 District
 - d. Kayak Launch Name
 - e.
10. Discussion Items
 - a. Road Diet
 - b.
11. Correspondence Received / Information Only
 - a.
 - b.
12. Department Head Reports
 - a. City Manager
 - b. Police Chief
 - c. Treasurer
13. Committee/Sub-Committee Reports
14. Audience Participation – Maximum 5 minutes per presentation.
15. Council Member Comments
16. Closed Session City Manager Performance Review
17. Adjourn to the Call of the Chair

In Accordance with Public Act 267 (Open Meetings Act) Posted and Copies Given to Newspapers
Individuals with disabilities requiring special assistance who are planning to attend the meeting should
contact the Office of the City Clerk for accommodations. This request must be made two (2) business
days in advance of the meeting.

**The next regular meeting of the Williamston City Council will be held
Monday, April 10, 2023, in the Council Chambers of City Hall at 7:00 p.m.**

CITY OF WILLIAMSTON
CITY COUNCIL
MARCH 13, 2023
REGULAR MEETING MINUTES

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1. Call to Order:

The regular meeting was called to order at 7:00 p.m. by Mayor Tammy Gilroy, and the Pledge of Allegiance was recited.

3. Roll Call:

Mayor Tammy Gilroy, Mayor Pro-tem Brandon Lanyon, Councilmembers Tommy Pratt, Scott VanAllsburg, Dan Rhines, and Terry Hansen. Absent: Steve Jenkins.

Also present: City Manager John Hanifan, City Clerk Holly Thompson, City Attorney Timothy Perrone, City Engineer/DPW Director Scott DeVries, JFM Productions, and other members of the public.

Motion by **VanAllsburg**, second by **Hansen**, to excuse Jenkins. **Motion passed by voice vote.**

4. Approval of Agenda:

Motion by **Hansen**, second by **Lanyon**, to approve the agenda as amended by adding "6" after "2" in item 8d. **Motion passed by voice vote.**

5. Audience Participation:

Mayor Gilroy called for public comments at this time and there were none.

6. Council Meeting Minutes of February 27, 2023:

Motion by **Lanyon**, second by **VanAllsburg**, to approve the February 27, 2023, minutes as presented. **Motion passed by voice vote.**

7. Accounts Payable:

Motion by **Lanyon**, second by **Rhines**, to approve the March 13, 2023, accounts payable as presented, reference #'s 76524-76557, and ACH 385-404 from dates 2-20-23 through 3-3-23 for a total of \$685,347.63. Yes: VanAllsburg, Rhines, Gilroy, Lanyon, Hansen, Pratt. No: None. **Motion passed.**

8. Action Items

8a. Red Cedar Jubilee Application and Permit for Sale and Consumption of Alcohol in Howard Dahlstrom Park; and Liquor Control Commission Resolution Application:

Motion by **Hansen**, second by **Pratt**, to approve the application and permit for sale and consumption of alcohol in Howard Dahlstrom Memorial Park for the dates of June 21-24, 2023. Yes: Rhines, Gilroy, Lanyon, Hansen, Pratt, VanAllsburg. No: None. **Motion passed.**

Motion by **Pratt**, second by **Lanyon**, to approve the Liquor Control Commission Resolution application for special license for the Red Cedar Jubilee. Yes: Rhines, Gilroy, Lanyon, Hansen, Pratt, VanAllsburg. No: None. **Motion passed.**

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8b. Well 9 Cleaning and Pump Replacement:

Motion by **Lanyon**, second by **Hansen**, to approve the proposals for Well 9 Cleaning and Pump Replacement from Northern Pump & Well, Inc. of Lansing, Michigan for an amount up to \$25,000 (Not-to-Exceed). Yes: Gilroy, Lanyon, Hansen, Pratt, VanAllsburg, Rhines. No: None. **Motion passed.**

8c. Appointment of Tim Ludwig to the Planning Commission for a Term to Expire 06/30/24:

Motion by **Lanyon**, second by **Hansen**, to appoint Tim Ludwig to the Planning Commission for a term to expire 06/30/24. Yes: Lanyon, Hansen, Pratt, VanAllsburg, Rhines, Gilroy. No: None. **Motion passed.**

8d. First Reading of Ordinance to Amend the City of Williamston Zoning Ordinance to Revise Articles 2, 6, and 12 as to Residential Uses in the C-1 District:

Motion by **Hansen**, second by **Lanyon**, to approve the 1st reading of the Ordinance to Amend the City of Williamston Zoning Ordinance to Revise Articles 2, 6, and 12 as to Residential Uses in the C-1 District as presented. Yes: Hansen, Pratt, VanAllsburg, Rhines, Gilroy, Lanyon. No: None. **Motion passed.**

9. Discussion Items

9a. Road Diet:

Engineer DeVries reported MDOT has submitted their feedback on the plans and Spicer is making the requested changes. This should be wrapped up soon and be opened to the public for input.

11. Department Head Reports

11a. City Manager:

Manager Hanifan reported they have started on some of the construction details for North Putnam Street. There is a Downtown Development Authority meeting next week. The utility rates will be discussed at the second meeting in April along with a couple budget work sessions coming up.

11b. Building Inspection:

A written report was submitted for Council review.

12. Committee/Sub-Committee Reports:

Councilman Pratt reported on the NIESA meeting and stated they hired a new Deputy Chief.

Councilman Lanyon reported on the Planning Commission meeting and their work on the North Putnam Zoning Ordinance and Ice House project.

13. Audience Participation:

The applicant for the 114 N. Putnam LLC project thanked Council for their consideration of the Zoning Ordinance amendment.

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14. Council Member Comments:

Councilman Hansen commented he is looking forward to seeing the building project completed on North Putnam Street.

15. Closed Session- City Manager Performance Review:

Motion by **Pratt**, second by **Lanyon**, to go into closed session to discuss the City Manager performance review. Yes: Lanyon, Hansen, Pratt, VanAllsburg, Rhines, Gilroy. No: None.
Motion passed.

Closed Session started at 7:25 p.m.

Motion by **Rhines**, second by **Lanyon**, to return to open session. **Motion passed by voice vote.**

Closed Session ended at 7:49 p.m.

15. Adjourn to the Call of the Chair:

Mayor Gilroy adjourned the meeting at 7:49 p.m.

***Meeting adjourned at 7:49 p.m.**

Respectfully Submitted by:

Holly M. Thompson, City Clerk

Tammy Gilroy, Mayor

Date Approved: _____

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CITY OF WILLIAMSTON
CITY COUNCIL MEETING MARCH 27, 2023
ACCOUNTS PAID/PAYABLE
CHECKS 76558-76621, EFT 405, ACH 406-407

Date	Check	Vendor Name	Description	Amount	Aprv
03/09/2023	76558	ADMIRAL	PD VEHICLE WASHES	25.00	_____
03/09/2023	76559	BART'S ASPHALT LLC	ASPHALT REPAIR/CRACK SEALING	6,400.00	_____
03/09/2023	76560	BRIGGS MECHANICAL	WWTP HEATER	174.50	_____
03/09/2023	76561	CATHEY CO	EQUIPMENT	23.30	_____
03/09/2023	76562	CONSUMERS ENERGY	526 SUNSET/WWTP	4,081.86	_____
			161 E GRAND RIVER/CITY HALL	355.86	_____
			228 N PUTNAM	221.90	_____
			228 ELEVATOR ST	994.99	_____
			781 PROGRESS CT	605.56	_____
			175 E GRAND RIVER/PD	224.38	_____
			781 PROGRESS CT/DPW	879.29	_____
			369 W GRAND RIVER/DEPOT MUSEUM	234.46	_____
				<u>7,598.30</u>	
03/09/2023	76563	DIETZ JANITORIAL SERVICE, INC.	MARCH '23 CLEANING	705.00	_____
03/09/2023	76564	DTE	N PUTNAM DTE ST LIGHT RELOCATION	16,407.90	_____
03/09/2023	76565	DTE ENERGY	FEB ST LIGHTS	9,019.32	_____
03/09/2023	76566	EDWARD W SPARROW HOSPITAL	EMERGENCY ROOM FOLLOW UP	298.61	_____
03/09/2023	76567	ENGINEERING SUPPLY & IMAGING	DPW PLOTTER PAPER	92.79	_____
03/09/2023	76568	ETNA SUPPLY	WATER CURB STOP BOXES	2,344.00	_____
03/09/2023	76569	FERGUSON WATERWORKS #3386	WATER CURB BOXES	325.00	_____
03/09/2023	76570	GILBERT SALES & SERVICE	EQUIP REPAIR	200.00	_____
03/09/2023	76571	GORMLEY LAW OFFICES, PLC	TIFA RETAINED SVCS	500.00	_____
			CITY RETAINED SVCS	400.00	_____
			ATTY SUPP SVCS	208.65	_____
				<u>1,108.65</u>	
03/09/2023	76572	GRAINGER	BUILDING LIGHTS	84.96	_____
03/09/2023	76573	GRANGER	CITY HALL & WWTP DUMPSTERS	136.74	_____
			BAG TAGS	3,275.40	_____
			CITY HALL RECYCLING	45.50	_____
				<u>3,457.64</u>	
03/09/2023	76574	HOME DEPOT CREDIT SERVICES	SNOW SHOVELS	53.94	_____
			EQUIP MAINT	95.93	_____
				<u>149.87</u>	
03/09/2023	76575	HYDROCORP	CROSS CONNECTION FEB 2023	562.00	_____
03/09/2023	76576	KURITA AMERICA INC	WTP REPLACE PRESSURE GAUGE	48.61	_____
03/09/2023	76577	MICHIGAN CAT	CAT LOADER CUTTING EDGE	497.99	_____
			CR CAT LOADER-BOLTS	(15.80)	_____
				<u>482.19</u>	

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03/09/2023	76578	N.I.E.S.A.	ANNUAL CONTRACT 2022 TAX COLLECTIONS THRU 2/28/23 FINAL	10,000.00 <u>5,202.64</u>
				15,202.64
03/09/2023	76579	NAPA AUTO PARTS	EQUIP MAINT PARTS SULLAIR AIR COMPRESSOR OIL SEAL	18.68 111.83 195.83 <u>8.10</u>
				334.44
03/09/2023	76580	NORTHERN PUMP & WELL	WELL 10 EMERGENCY MOTOR REPLACEMENT	17,045.25
03/09/2023	76581	OESTERLE ELECTRIC	ST LIGHT ELECTRICAL REPAIRS	840.00
03/09/2023	76583	RANDY'S SERVICE STATION	PD FUEL DPW FLEET DIESEL FUEL DPW FLEET GASOLINE	842.14 1,499.86 <u>607.85</u>
				2,949.85
03/09/2023	76584	RICOH USA INC	CITY HALL & PD COPIER CHARGES	123.25
03/09/2023	76585	S&S TRUCK SERVICE	DPW REPAIR	240.00
03/09/2023	76586	SHULTS EQUIPMENT, LLC	EQUIP REPAIR	205.00
03/09/2023	76587	SPICER GROUP	N PUTNAM ENGINEERING JAN '23 ZIMMER & MECHANIC LS ENGINEERING JAN '23 ZIMMER & MECHANIC LS ENG NOV '22 ZIMMER & MECHANIC LS ENGINEERING OCT '22 HUD WATER MAIN REPLACEMENTS JAN '23 ROAD DIET (MAJ ST TRAFFIC CONTROL) HUD WATER MAIN REPLACEMENTS DEC '22 ZIMMER & MECHANIC LS ENGINEERING DEC '22 N PUTNAM ENGINEERING OCT '22	8,780.00 9,014.00 3,546.50 2,454.75 7,225.50 1,328.50 18,916.25 10,738.75 <u>8,780.00</u>
				70,784.25
03/09/2023	76588	STAPLES	OPERATING SUPPLIES OPERATING SUPPLIES	46.02 <u>28.65</u>
				74.67
03/09/2023	76589	STEVENS CONSTRUCTION & EXCAVATING	ASSIST DPW WATER REPAIR 240 WINDING RIVE ASSIST DPW WATER BREAK 431 E CHURCH	3,500.00 <u>2,958.00</u>
				6,458.00
03/09/2023	76590	TC ENTERPRISES	WWTP TREE CLEARING	1,500.00
03/09/2023	76591	THE MACOMB GROUP	WWTP	653.42
03/09/2023	76592	TRACTOR SUPPLY CREDIT PLAN	SPACE HEATER FOR GRIT ROOM EMERGENCY DPW WATER	92.99 49.90

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			DPW SALT SPREADER	129.99
				272.88
03/09/2023	76593	USA BLUEBOOK	TRUCK TOOLS	3,445.46
			WORK LIGHTS	1,082.53
				4,527.99
03/09/2023	76594	WASTE MANAGEMENT OF MICHIGAN	WWTP DUMPSTERS	404.70
03/09/2023	76595	WILLIAMSTON TRUE VALUE	WWTP SUPPLIES	7.49
			WATER MAINT	107.86
			WWTP BATTERIES	12.99
			WWTP SUPPLIES	12.82
			EQUIP MAINT	27.98
			WTP SUPPLIES	15.99
			VACTOR PLUG	7.54
			WATER CURB STOP REPAIR	21.99
			MUNICIPAL BLDGS	24.99
			WWTP PAINT FOR PUMP	65.54
				305.19
03/09/2023	76596	WILLIAMSTON AREA CHAMBER OF COM	Memberships & Dues	500.00
03/10/2023	405(E)	CITY OF WILLIAMSTON	FEB '23 W/S BILLS	1,112.30
03/17/2023	76602	COCHRANE SUPPLY & ENGINEERING	WWTP BURNER CONTROL	2,266.12
03/17/2023	76603	COMPLETE BATTERY SOURCE-OKEMOS	SMALL EQUIP BATTERIES	89.52
03/17/2023	76604	CULLIGAN WATER CONDITIONING	DI CHARGE	64.00
03/17/2023	76605	DART BANK	33-18-07-01-103-008	470.29
03/17/2023	76606	DTE ENERGY	175 E GRAND RIVER/PD	486.90
			781 PROGRESS CT	1,057.68
			CORWIN/LS	393.73
			MCCORMICK PARK	73.39
			215 CHURCHILL DOWNS/LS	206.81
			111 E MIDDLE	100.83
			2240 LINN/LS	230.61
			3870 VANNETER/LS	39.18
			1625 LINN/WELL 9	170.70
			RIVERVIEW/LS	71.08
			1657 LINN/WTP	6,574.27
			MECHANIC/LS	71.55
			202 ELEVATOR/TIFA 2B	15.03
			804 HIGH /LS	88.40
			161 E GRAND RIVER/CITY HALL	183.38
			228 ELEVATOR/OLD DPW	90.56
			ZIMMER/LS	39.66
			2450 E GRAND RIVER/LS	156.17
				10,049.93
03/17/2023	76607	ELSESSER'S AUTOMOTIVE INC	DPW DOOR REPAIR	141.36
03/17/2023	76608	ETNA SUPPLY	CURB BOX ADAPTORS	536.00
03/17/2023	76609	KURITA AMERICA INC	WTP REPLACE PRESSURE GAGE/BALANCE	500.00
03/17/2023	76610	LANSING ICE & FUEL COMPANY	WTP PROPANE ANNUAL TANK RENTAL	750.00
03/17/2023	76611	LEGACY TITLE	UB refund for account: CHUE-000210-0000-	34.20

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03/17/2023	76612	MEDLER ELECTRIC CO	CONTACTORS FOR DIGESTER BOILER	138.79	_____
03/17/2023	76613	PERRY PLUMBING, INC	REPAIR PARK BATHROOM FLUSHER	159.16	_____
03/17/2023	76614	PINNACLE LOCK AND KEY	REPAIR DOOR LOCK	95.00	_____
03/17/2023	76615	PRICE, STEVEN & LORI	UB refund for account: SOUT-000944-0000-	64.72	_____
03/17/2023	76616	RANDY'S SERVICE STATION	DPW DIESEL FUEL	1,040.84	_____
03/17/2023	76617	S&S TRUCK SERVICE	DPW FORD PLOW TRUCK	240.00	_____
03/17/2023	76618	STAPLES	OPERATING SUPPLIES	227.27	_____
03/17/2023	76619	TC ENTERPRISES	N PUTNAM PROJECT TREE REMOVAL	3,000.00	_____
03/17/2023	76620	UNIQUE PAVING MATERIALS	COLD PATCH	4,200.46	_____
03/17/2023	76621	USA BLUEBOOK	TRUCKS SMALL EQUIP/TOOLS	2,334.45	_____
			TRUCKS SMALL EQUIP/TOOLS	994.25	_____
				<u>3,328.70</u>	
03/20/2023	406(A)	CAPITAL ONE PUBLIC FUNDING	2011 GO LTD TAX DEV REF BOND INT	1,849.50	_____
03/20/2023	407(A)	FIRST ADVANTAGE LNC OCC HEALTH SOI	DPW EE DRUG TESTOR & MILEAGE	159.26	_____
				<u>202,446.59</u>	

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CITY OF WILLIAMSTON
COUNTY OF INGHAM, STATE OF MICHIGAN

NOTICE OF PUBLIC HEARING ON AMENDMENTS TO THE DEVELOPMENT
AND TAX INCREMENT FINANCING PLAN FOR DEVELOPMENT AREA 2B OF
THE CITY OF WILLIAMSTON TAX INCREMENT FINANCE AUTHORITY

TO ALL INTERESTED PERSONS IN THE CITY OF WILLIAMSTON:

PLEASE TAKE NOTICE the City Council of the City of Williamston, Michigan, will hold a public hearing on Monday, the 27th day of March 27, 2023, at 7:05 o'clock, p.m., prevailing Eastern Time at 161 East Grand River Avenue, Williamston, Michigan, to consider the adoption of a resolution approving the amendments to the Development and Tax Increment Financing Plan for Development Area 2B of the City of Williamston Tax Increment Finance Authority pursuant to Act 450 of the Public Acts of Michigan of 1980, as amended.

The boundaries of the development area to which the amended Plan applies are as follows:

Beginning at the Northwest corner of Lot 25, Block 33 of Owens Third Addition to the City, thence East to the Northeast corner of said lot, thence South to the Southwest corner of Lot 18, Block 33 of Owens Third Addition, thence West to the Northwest corner of Lot 17, Block 33 of Owens Third Addition, thence South to the Southwest corner of Lot 16, Block 33 of Owens Third Addition, thence West to the Southwest corner of said lot, thence South to the Northwest corner of Lot 22, Block 32 of Owens Third Addition to the City, thence East to the Northeast Corner of said lot, thence South to the Northeast corner of Lot 29, Block 32 of Owens Third Addition, thence West to the Northwest corner of said lot, thence South to the Southwest corner of Lot 30, Block 32 of Owens Third Addition, thence East to the Southeast corner of Block 32 Owens Third Addition, thence North to the South point of the Pere Marquette Railroad right-of-way, thence East along the South right-of-way of the Pere Marquette Railroad, also being the southern city limits to a point where the same meets the eastern city limits thence North to the South line of the right-of-way of Grand River Avenue thence West along the South right-of-way line of Grand River Avenue to its intersection with the South line of Section 1, Williamstown Township, thence Westerly along the South line of Section 1 to its intersection with the North/South 1/4 line of Section 1, Williamstown Township, thence South along said line to the North side of the Pere Marquette Railroad right-of-way, thence West along the Northern right-of-way line of the Pere Marquette Railroad to the Southwest corner of Lot 12, Block 23 of Owens Third Addition, thence South to the point of beginning.

Copies of the proposed Amendments to the Development and Tax Increment Financing Plan, maps, the Original Development and Tax Increment Finance Plan and all prior amendments etc. are available on our website at www.williamston-mi.us.

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At the public hearing, all interested persons desiring to address the City Council shall be afforded the opportunity to be heard in regards to the approval of the Amendments to the Development and Tax Increment Finance Authority and all other aspects of the development plan. The governing body shall provide an opportunity for interested persons to be heard and shall receive and consider communications in writing with reference thereto. The hearing shall provide the fullest opportunity for expression of opinion, for argument on the merits, and for the introduction of documentary evidence pertinent to the development plan. The City shall make and preserve a record of this public hearing, in accordance with the Act.

FURTHER INFORMATION may be obtained from the City Clerk of the City of Williamston.

This notice is given by order of the City Council of the City of Williamston, Michigan.

Holly M. Thompson
City Clerk, City of Williamston

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**CITY OF WILLIAMSTON
TAX INCREMENT FINANCE AUTHORITY**

At a Regular Meeting of the City of Williamston TAX INCREMENT FINANCE AUTHORITY held on February 20, 2023, in Council Chambers, at Williamston City Hall, at 161 East Grand River Avenue, Williamston, Michigan 48895, there were:

PRESENT: Peter Porciello, Paul Joseph, Steve Jenkins, Denise White,
Jacob Imanse

ABSENT: Bruce Bellingar, Ken Szymusiak, Rob McPherson

The following was offered by Paul Joseph,
and supported by Jacob Imanse

**RESOLUTION APPROVING THE 2023 AMENDMENT
TO THE TAX INCREMENT FINANCING PLAN
AND DEVELOPMENT PLAN 2B**

WHEREAS, the Tax Increment Financing Authority of the City of Williamston (hereinafter, "Authority"), has been established by the City of Williamston (hereinafter, "City"), pursuant to Act 450 P.A. 1980, as amended (hereinafter, "Act 450").

WHEREAS, Act 450 was replaced by Part 3 of Public Act 57 of 2018, as amended and is now referred to as Act 57.

WHEREAS, on August 26, 1985, pursuant to Act 57, the City established a Tax Increment Finance Authority District and approved a Tax Increment Finance Plan (hereinafter, the "Plan").

WHEREAS, by Resolution adopted by the City on December 8, 1986, the Plan was later ratified and confirmed as two distinct Tax Increment Finance Districts — "2A" and "2B". The Resolution also designated the Board of Directors of the City of Williamston's Economic Development Corporation (hereinafter, "EDC"), to act as the Authority.

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WHEREAS, the Plan was amended originally by the EDC acting as the TIFA Authority and later by the TIFA Authority directly. Each amendment was also approved by the City since the Plan's inception as follows:

- A. 1988 Plan Amendment
- B. 1989 Plan Amendment
- C. 1990 Plan Amendment
- D. 1995 Plan Amendment
- E. 2002 Plan Amendment
- F. 2003 Plan Amendment
- G. 2004 Plan Amendment
- H. 2007 Plan Amendment
- I. 2008 Plan Amendment
- J. 2009 Plan Amendment [first amendment]
- K. 2009 Plan Amendment [second amendment]
- L. 2010 Plan Amendment
- M. 2013 Plan Amendment
- N. 2015 Plan Amendment
- O. 2016 Plan Amendment
- p. 2021 Plan Amendment

WHEREAS, although the Plan constitutes both a Development Plan and a Tax Increment Finance Plan within the meaning of Act 57, it is in need of an amendment to specify, in detail, a series of proposed projects within the District.

NOW, THEREFORE,

BE IT RESOLVED that the following amendments are made to the Plan dated July 1985, as previously amended, for Tax Increment District 2B:

Introduction

The City of Williamston Tax Increment Finance Authority (hereinafter, the "Authority" or the "TIFA") was created in 1985-1986 by Resolution of the City Council of the City of Williamston (hereinafter, the "City"). The Authority and the City Council approved and adopted the original development plan and tax increment financing plan (together, the "Original Plan") in 1986. In 1988, 1989, 1990, and 1995, the Authority and the City Council adopted and approved amendments to the Original Plan (the "Amendments"). (The Original Plan, as amended by the several Amendments, is hereinafter referred to as the "Plan.")

Over the years since the Original Plan was adopted, the Authority and the City have undertaken many projects and improvements in, and with respect to, the Development Area, and entered into a wide range of financial commitments. This *Amendment to Development and Tax Increment Financing Plan* (the "2002 Amendments") summarized a number of projects and improvements and the related financial commitments, provided the City and the other taxing jurisdictions with updated information regarding the capture and use of tax increment revenues by the Authority. The 2002 Amendments also described several projects and improvements that were currently underway at the time of the adoption of the 2002 Amendments. The 2002 Amendments supplemented the Plan. The 2002 Amendments were an extension of the Plan, and must be read in concert with the Plan. The 2002 Amendments referred to certain portions of the Plan, but did not repeal or abrogate

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any provision of the Plan. (The Plan, as amended by the 2002 Amendments, is hereinafter referred to as the "2002 Amended Plan.")

In 2003, the Plan was again amended to provide for entry into a contract with Arialink for wireless broadband service for the project area, and authority to hire an economic director for the project area. The 2003 Amendment incorporates all the matters in the 2002 Amended Plan, plus the additional items set forth above in this paragraph.

In 2004, the TIFA determined to purchase a parcel of property within the TIFA 2B District which is commonly known by three different distinct names: 1) the Ice House, 2) the Elevator Property, or 3) 200 Elevator Street, in the City of Williamston for One Hundred Twenty Two Thousand Three Hundred (\$122,300.00) Dollars. It was determined that a plan amendment was required to complete this transaction. The 2004 Amendments to the Plan were approved by the TIFA 2B and the City and are now commonly known as the 2004 Amended Plan. The 2004 Amended Plan must be read in conjunction with the previously approved amendments as set forth above. The Roman numerals in the 2004 Amended Plan correspond to the appropriate sections of the Original Plan that were amended by the 2004 Amendment.

In 2006, the TIFA determined to purchase two parcels of property from the City of Williamston Economic Development Corporation (hereinafter, the "EDC"): (1) 218 Elevator Street, and (2) a 4' strip of land running along the south side of Industrial Park Drive. The TIFA completed the necessary environmental investigation to purchase the property without liability. It was determined that a plan amendment was required to complete this transaction. However, same was not immediately accomplished because the other possible amendments were being discussed by the Board and the Board wanted to adopt one comprehensive amendment. The Board then reached a consensus, in which the project was to be included in the 2007 Plan Amendment, and which was adopted on August 27, 2007. Like the previous Plan Amendments, the 2007 Amended Plan must be read in conjunction with the previously approved amendments set forth above. The Roman numerals in the 2007 Amended Plan correspond with the appropriate sections of the Original Plan that are amended herein.

In 2008, the TIFA determined to maintain and upgrade the berm that runs north and south between the Industrial Park and the residences on Putnam Street. The berm was constructed to screen the residential neighborhood from the Industrial Park. The berm had not been properly maintained, and was in need of upgrading and maintenance in order to perform the screening service properly. The Board determined to hire McKenna Associates, Inc. to perform a site visit to evaluate the existing vegetation and confirm the site's condition. Once the site visits were complete, McKenna then would design a landscape plan for screening. Finally, McKenna would provide sufficient detail for the City staff to competitively bid the project. The TIFA expected to remove existing vegetation, grind down any large stumps, and plant sixty evergreen trees (approximately 6' to 7' in height) every fifteen feet on center. Again, the Roman numerals in the 2008 Amended Plan correspond with the appropriate sections of the Original Plan that were amended therein.

In late 2008, the TIFA determined to again amend the plan to provide for a new project, i.e., a connecting road between Centurion Way and Industrial Park Drive. This amendment was not approved until early 2009, thus it is referred to as the First 2009 Plan Amendment. Like the previous Plan Amendments, the First 2009 Amended Plan must be read in conjunction with the previously approved amendments set forth above. The Roman numerals in the 2009 First Amended Plan correspond with the appropriate sections of the Original Plan that are amended herein.

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In late 2009, the TIFA determined to again amend the plan to provide for a new project, i.e., the purchase of 781 Progress Court, Williamston, Michigan, which consisted of an industrial building with office space, as well as approximately 2.5 acres of developable ground. This Plan Amendment was the Second Plan Amendment for 2009. Like the previous Plan Amendments, the 2009 Second Amended Plan must be read in conjunction with the previously approved amendments set forth above. The Roman numerals in the 2009 Second Amended Plan correspond with the appropriate sections of the Original Plan that are amended herein.

In 2010, the TIFA again determined to amend the plan to construct a new DPW Salt and Material Storage Barn with two lean-to enclosures. The Salt Storage will be 72' x 56' (4032 sf). The two covered lean-to (s) are 72' x 16' each. This construction was necessary because the TIFA had previously purchased the from CSX Railroad (hereinafter the "CSX property"), which included an old salt storage building which the City had leased from CSX. The environmental work related to that purchase called for the City/TIFA to abandon that salt storage site to prevent future problems. The TIFA will eventually demolish that old storage site. Also, the TIFA had previously purchased a site known as 781 Progress Court to become the new DPW building, and it needed to complete the repairs/improvements to same, so that the City can abandon the existing DPW site [228 Elevator Street] and transfer that land to the TIFA. This part of the project included: 1) renovations to the existing 3000 sf of office space and 17,000 sf of garage space to convert it for DPW operations, 2) repairs to the existing roof, 3) electrical and communication upgrades, 4) a 7,000 sf addition to the garage space, and 5) additional road access to the addition as well as storm water management. Finally, the TIFA planned to improve Elevator Street to a dedicated Class A road to provide legal access to the rear of the new DPW building [781 Progress Court], the new salt storage shed, the Booth Photography Building [194 Elevator Street] and the old ice house [200 Elevator Street] property. This would have included bringing the road up to City standards with pavement, curb, gutter, storm water drains, and sanitary sewer.

In 2013, the TIFA again contemplated improvements originally contemplated in the 2010 Plan Amendment that had not yet then been completed due to funding issues arising from the legislature's attempts to limit personal property tax capture and the resulting loss of bonding potential for the TIFA. In 2013, the TIFA contemplated a series of smaller projects, scaling down the ideas of the original project from 2010, and a smaller bond issue. The projects contemplated in the 2013 Plan Amendment might have been included in the original broad project contemplated in 2010, but were never done in accordance with the 2010 Plan Amendment's schedules and projections, and now are anticipated to be funded separately out of cash on hand and contemplated to be done by the end of 2013.

In 2015, the City determined to sell the Old Community Center to a private developer for re-development. The City had originally acquired the building from the Williamston Area Schools, which had previously accessed State grant money to improve the building. The grant money was administered by the Michigan Department of Natural Resources (MDNR). The DNR has prevented the sale of the Old Community Center to the private developer, because it claims a lien on the building relative to those grant funds.

In 2016, the Plan amendment was developed to address Wetland issues with the DNR and for the purchase of property along Putnam Road to expand Elevator Street.

The TIFA has again concluded the Plan must be updated with regards to new and existing projects that are expanding in 2021. Previously in 2004, the TIFA determined to purchase a parcel of

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property within the TIFA 2B District, which is commonly known as the “Ice House” property and located at 200 Elevator Street. The TIFA executed this purchase and has owned the property in the years since. In 2010, the TIFA again determined to amend the Plan to, among other things, improve Elevator Street to a dedicated Class A road to provide legal access to the rear of the new DPW building [781 Progress Court], the new salt storage shed, the Booth Photography Building [194 Elevator Street], and the “Ice House” [200 Elevator Street] property. This would have included bringing the road up to City standards with pavement, curb, gutter, storm water drains, and sanitary sewer. The project as envisioned was never completed. In 2016, the TIFA determined to purchase the real property located at 603 South Putnam Street at the west end of Elevator Street at the intersection of Putnam Street to expand and complete the road access onto Putnam Street.

In 2021, the TIFA has again determined to amend the Plan to continue with the project originally envisioned in 2010 to improve the water and sanitary sewer utilities along Elevator Street and eventually turn it into a paved road with curb, gutter, storm water drains, and sidewalks to provide legal access and utilities to properties along Elevator Street. The project will also abandon and replace two existing water mains running under the CSX railroad tracks with one new, 12-inch water main under the CSX railroad tracks. Further, the TIFA has determined to sell the “Ice House” property at 200 Elevator Street to Cold Storage Holdings, LLC, for a redevelopment project that is anticipated to boost property values in the TIFA District.

In late 2022, the TIFA determined to sell the property it acquired pursuant to the previous 2004 Plan Amendment, which is located within the TIFA 2B District and which has been commonly known by three different distinct names: 1) the Ice House, 2) the Elevator Property, or 3) 200 Elevator Street. The TIFA originally planned to sell this property in 2021 Plan Amendment for \$65,000.00, but has modified those Plans due to financial realities and the condition of the property in 2023. The TIFA has now determined, that pursuant to Act 57, Section 316 (1) (k), the TIFA must again amend the Plan to designate the person or persons, natural or corporate to who all this portion of the development is being sold and for whose benefit the project is being undertaken. The TIFA signed a new Purchase Agreement with Cold Storage Holdings, LLC effective November 11, 2022 that provides for the sale of the property for \$1.00, provided that four (4) conditions are satisfied and a deed restriction is included in the sale. Those conditions and the terms of the deed restriction are set forth below.

IT IS THEREFORE RESOLVED THAT: the TIFA recommends the following Plan Amendment to the Tax Increment Finance District 2B:

I. *Explanation of the Tax Increment Financing Procedure.*

The explanation is set forth on page 1 of the Original Plan, and is not amended herein.

II. *Designation of Boundaries of the Development Area in Relation to Highways, Streets, Streams or Otherwise.*

The boundaries of the Development Area are shown on *Exhibit A* attached hereto. The boundaries of the Williamston I-96 Industrial Park (the “Industrial Park”) are shown on *Exhibit B* attached hereto. Neither has changes as a result of this Amendment.

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III. *The Location and Extent of Existing Streets.*

This section is not amended by this proposed 2023 Plan Amendment.

VI. *A Description of Improvements to be Made in the Development Area, a Description of any Repairs and Alterations Necessary to Make Those Improvements, and an Estimate of the Time Required for Completion.*

This section is not amended by this proposed 2023 Plan Amendment.

VII. *The Location, Extent, Character, and Estimate Cost of the Improvements, Including Rehabilitation, Contemplated for the Development Area and an Estimate of the Time Required for Completion.*

<i>Project Location / Extent / Character</i>	<i>Estimated Cost</i>	<i>Estimated Time for Completion</i>
--	-----------------------	--------------------------------------

Total Construction Cost:	\$0.00	Not
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IX. *A Description of Any Parts of the Development Area to be Left as Open Space and the Use Contemplated for the Space.*

This section is not amended by this proposed 2023 Plan Amendment.

X. *A Description of Any Portions of the Development Area Which the Authority Desires to Sell, Donate, Exchange, or Lease to or from the Municipality and the Proposed Terms.*

The TIFA contemplates dedicating Elevator Street to the City of Williamston to become a dedicated street right-of-way following the completion of a re-platting process, previously authorized by the 2007 Amended Plan. The City of Williamston will operate the utility system.

XI. *A Description of Desired Zoning Changes and Changes in Streets, Street Levels, Intersections, and Utilities.*

This section is not amended by this proposed Plan Amendment.

XII. *An Estimate of the Cost of the Development, a Statement of the Proposed Method of Financing the Development, and the Ability of the Authority to Arrange the Financing.*

This section is not amended by this proposed 2023 Plan Amendment.

The TIFA does not anticipate financing any improvements through this 2023 Plan Amendment. However, if it did the TIFA would use the following financing mechanisms:

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- a. Revenues generated from any property, building, or facility, which is owned, leased, licensed, or operated by the Authority or under its control, subject to the limitations imposed upon the Authority, by trusts or other agreements;
- b. Contributions to the Authority for the performance of its functions, including, but not limited to, federal or state grants or contributions;
- c. Other advances from the City repayable from tax increment revenues of the TIFA, such advances may be financed through obligations incurred by the City under any appropriate authorizing statutes;
- d. Tax increment revenues (a pay-as-you-go basis) received pursuant to a Tax Increment Financing Plan established under Sections 13 to 15 of the TIFA Act;
- e. Proceeds of tax increment bonds issued pursuant to Section 15 of the TIFA Act;
- f. Proceeds from revenue bonds issued pursuant to Section 12 of the TIFA Act;
- g. Money obtained from any other sources approved by the governing body of the municipality, or otherwise authorized by law, for use by the Authority or the municipality to finance a development program; and
- h. Money obtained pursuant to Section 12a of the TIFA Act.

The TIFA proposes to finance all projects contemplated in this Plan Amendment from existing cash reserves and tax increment revenues received pursuant to an already approved Tax Increment Financing Plan established under Sections 13 to 15 of the TIFA Act. As this method of financing is already in place there is no need to arrange for additional financing to complete these contemplated improvements.

XIII. *Designation of the Person, Natural or Corporate, to Whom All or a Portion of the Development is to be Leased, Sold, or Conveyed, and for Whose Benefit the Project is Being Undertaken, if that Information is Available to the Authority.*

In late 2022, the TIFA determined to sell the property it acquired pursuant to the previous 2004 Plan Amendment, which is located within the TIFA 2B District and has been commonly known by three different distinct names: 1) the Ice House, 2) the Elevator Property, or 3) 200 Elevator Street. The TIFA originally planned to sell this property in 2021 Plan Amendment for \$65,000.00, but has modified those Plans due to financial realities and the condition of the property in 2023. The TIFA has signed a new Purchase Agreement with Cold Storage LLC to sell the property to the Buyer for \$1.00, if the following four (4) conditions are met:

- a. The Purchaser must obtain final site plan approval from the City of Williamston within six (6) months of the date of execution of this purchase agreement (approximately May 10, 2023);
- b. The Purchaser must pull a building permit and commence construction within twelve (12) months of the date of execution of this purchase agreement (approximately November 10, 2023);

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- c. The Purchaser must substantially complete construction within eighteen (18) months of the execution of this purchase agreement (approximately May 10, 2024);
- d. the City of Williamston must approve an Amendment to the TIFA's Plan, pursuant to paragraph 17.

Further, the Purchase Agreement requires that the Warranty Deed from the TIFA to the Buyer shall contain a Deed Restriction providing a right, but not an obligation, of the TIFA to repurchase the property from the Purchaser if conditions a-c are not strictly adhered to by Purchaser after the purchase. In which case, Purchaser shall be obligated to sell the property back to the TIFA for \$1.00 immediately upon breach of any of the conditions a-c, without any new liens on the title since the date of transfer by the TIFA to the Purchaser. Purchaser and its principles shall be strictly liable for any legal fees and costs incurred by the TIFA in enforcing this deed restriction.

The Purchase Agreement is very specific in Paragraph 17, that the City must approve this deal and that is the catalysis behind this 2023 Plan Amendment. Paragraph 17 of the Purchase Agreement reads:

17.1 **Plan Amendment** - The Seller is a municipal authority organized under MCL 125.1801, et seq, which is now known as Act 57 of the Public Acts of 2018. (the "Act") and a political subdivision of the City of Williamston. The Act requires that any sale of municipal property be in accordance with a properly approved Tax Increment Finance Plan (the "Plan"). The Act requires that the Plan specifically provide for the sale of real estates, such as contemplated in this purchase agreement. Therefore, the parties agree that this Purchase Agreement is conditioned upon after final zoning approval the TIFA adopting all amendments to the Plan deemed appropriate by the TIFA's legal council, in accordance with the procedures prescribed in the Act. Further, this Purchase Agreement is conditional upon the City of Williamston's approval of the proposed amendments, in accordance with the Act. The TIFA shall have ninety (90) days from the date Purchaser Obtains Final Zoning Approval to complete same and notify the Purchaser that same has been completed in accordance with the Act. If notice is not given in writing to the Purchaser from the Seller within ninety (90) days of Final Zoning Approval, then this Agreement shall be null and void and the Purchaser shall receive a full refund of its deposit.

Note, the parties agree that the time frame for completing the Plan Amendment (90 days in paragraph 17.1) shall run concurrent with the time frame for completing the environmental inspection (90 days in paragraph 14).

The entire Purchase Agreement is attached as **Exhibit C** and incorporated herein by reference.

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XIV. *Estimates of the Number of Persons Residing in the Development Area and the Number of Families and Individuals to be Displaced.*

A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.

Provisions for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, Including Litigation Expenses and Expenses Incident to the Transfer of Title, in Accordance with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, 42 USC 4601 to 4655.

This section is not amended by this proposed 2023 Plan Amendment.

XV. *The Duration of the Program.*

The development program's length was extended in the 2002 Amendments to include the last tax levy in 2017. The 2016 Plan Amendment increase the development programs length to 2035, in anticipation of the Bonds yet to be introduced to complete the development in Phase I.

XVI. *Estimated Impact on Taxing Jurisdictions.*

The TIFA Act requires each Tax Increment Financing Plan to indicate the impact of its program on the various taxing jurisdictions. The capture and retention of tax increment revenues has been substantially effected by the radical changes in school finance enacted in 1993 and 1994. It is therefore appropriate to provide an updated summary of the impact of tax increment financing on the taxing jurisdictions.

The impact of tax increment financing on taxing jurisdictions is estimated on Appendix A to the 2002 Plan Amendment. The impact is a function of various factors, including the tax rates that are established and levied by each taxing jurisdiction, the appreciation or depreciation of properties within the Development Area, and the amount of tax increment revenues retained annually by the Authority. Appendix A to the 2002 Plan Amendment sets forth the assumptions on which the estimated impact is determined. Those assumptions on which the estimated impact was determined in 2002 have been amended and expanded in the 2015 Plan Amendment to run the time line out to 2035 and are attached as an **Exhibit D**.

The TIFA renewed its capture beginning with the Summer Tax Bill for 2008, pursuant to the 2007 Plan Amendment. That process continues and is not being amended or suspended in this Plan Amendment.

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VOTE ON THE FOREGOING RESOLUTION AS FOLLOWS:

YES: Porciello, White, Jenkins, Imanse, Joseph

NO: None

ABSTAIN: None

This Resolution is declared ADOPTED.

Dated: _____
Pete Porciello,
TIFA Chairperson

CERTIFICATION

I, the undersigned, duly qualified and acting as Secretary of the City of Williamston's Tax Increment Finance Authority, Ingham County, Michigan, do hereby certify the foregoing is a true and complete copy of a Resolution adopted by the City of Williamston Tax Increment Finance Authority at a Regular Meeting held on Monday, February 20, 2023

Dated: Monday, February 20, 2023

Robert McPherson,
TIFA Secretary

Drafted by: John L. Gormley P53539
Gormley Law Offices, PLC
101 East Grand River Avenue
Fowlerville, Michigan 48836
(517) 223-3758

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City of Williamston
City Engineer/Director of Public Works
Office Address: 781 Progress Court

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Mailing Address: 161 E. Grand River Avenue
Williamston, MI 48895
Phone (517) 655-2221
Fax (517) 996-6299

To: City Council, John Hanifan
From: Scott DeVries, P.E.
Date: March 22, 2023
Subject: Engineering Services – 2023 North Putnam Street Project

Requested Action: The following action is requested:

Motion to approve resolution authorizing the Mayor and City Clerk to execute the Michigan Department of Transportation Contract Number 23-5061 and associated Project Authorizations with MDOT.

Background: The City of Williamston is slated to receive \$375,000 in Federal Surface Transportation Funds from the Michigan Department of Transportation (MDOT) to support replacement of N. Putnam Street, north of W. Riverside St. to Bismark St. In addition, the City is replacing water main and sanitary sewer as part of the project. The project design has been completed and is scheduled to be bid by MDOT in the April 7 bid letting. MDOT requires City Council to pass a resolution authorizing signatories to MDOT contracts. Project costs are included in the 2023-24 budget.

Discussion: MDOT has transitioned to requiring electronic signatures through their online DocuSign process. Authorization of the Mayor and City Clerk as signatories is requested to facilitate the MDOT online process.

Staff recommends approval of the motion to approve the resolution.

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**CITY OF WILLIAMSTON
CITY COUNCIL**

At a Regular Meeting of the City Council of the City of Williamston, Ingham County, Michigan held in the Council Chambers of City Hall, 161 East Grand River Avenue, Williamston, Michigan on Monday, March 27, 2023 at 7:00 p.m., there were:

PRESENT:

ABSENT:

The following resolution was offered by _____, and supported by _____.

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE MICHIGAN DEPARTMENT OF TRANSPORTATION CONTRACT NUMBER 23-5061 AND ASSOCIATED PROJECT AUTHORIZATIONS WITH MDOT

WHEREAS, the City of Williamston has the authority to contract with the Michigan Department of Transportation for State and/or Federal funds for passenger transportation related services; and

WHEREAS, the City Council of the City of Williamston does hereby approve MDOT Contract Number 23-5061, which will include hot mix asphalt reconstruction along North Putnam Street from West Riverside Street to Bismark Street including subbase, aggregate base, storm sewer, hot mix asphalt milling, concrete curb, and gutter, driveways, sidewalk, and curb ramps, permanent signing and pavement markings, sanitary sewer, water main, water services and fire hydrants; and all together with necessary related work.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. That the Mayor and City Clerk be authorized and directed to execute MDOT Contract Number 23-5061 for and on behalf of the City Council of the City of Williamston.
2. That the Mayor and City Clerk be authorized to enter into and execute on behalf of the City of Williamston all such Project Authorizations with the Michigan Department of Transportation for passenger transportation related services for the period of MDOT Contract Number 23-5061.

VOTE ON THE FOREGOING RESOLUTION AS FOLLOWS:

YES:

NO:

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THIS RESOLUTION DECLARED _____.

CERTIFICATION

I, Holly M. Thompson, undersigned duly qualified Clerk of the City of Williamston, Ingham County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of Williamston at a Regular Meeting held on Monday, March 27, 2023, and that notice of said meeting was given in full compliance with the Open Meetings Act; Act No. 267, Public Acts of 1976 as amended.

Holly M. Thompson, City Clerk
City of Williamston

Dated: _____

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STP, HIC

DA

Control Section	STUL 33000
Job Number	208359CON
Project	23A0297
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	23-5061

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WILLIAMSTON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Williamston, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated March 1, 2023, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along North Putnam Street from West Riverside Street to Bismark Street, including subbase, aggregate base, storm sewer, hot mix asphalt milling, concrete curb and gutter, driveways, sidewalk and curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Sanitary sewer, water main, water services and fire hydrants along the limits, as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGHWAY INFRASTRUCTURE PROGRAM COVID
SURFACE TRANSPORTATION PROGRAM

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WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

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- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds in combination with Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST. Federal Highway Infrastructure Program COVID Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$40,602, or (2) an amount such that 100 percent, the established Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$375,000, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

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7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible

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entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with

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this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

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19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WILLIAMSTON

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



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March 1, 2023

EXHIBIT I

CONTROL SECTION STUL 33000
JOB NUMBER 208359CON
PROJECT 23A0297

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,309,000	\$779,000	\$2,088,000

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,309,000	\$779,000	\$2,088,000
Less Federal Funds*	<u>\$ 415,602</u>	<u>\$ 0</u>	<u>\$ 415,602</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 893,398	\$779,000	\$1,672,398

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

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PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

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SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

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- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

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SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

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- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

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SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

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arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

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The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

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or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

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4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

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SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B); Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

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- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

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SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

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**APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

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7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

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**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

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6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX C

**TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES**

**Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)**

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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Council # _____

**CITY OF WILLIAMSTON
CITY COUNCIL**

At a Regular Meeting of the City of Williamston City Council held on Monday, March 27, 2023, in Council Chambers at Williamston City Hall, 161 East Grand River Avenue, Williamston, Michigan 48895, there were:

PRESENT: _____.

ABSENT: _____.

The following was offered by _____ and supported by _____.

**RESOLUTION APPROVING THE 2023 AMENDMENT
TO THE TAX INCREMENT FINANCING PLAN
AND DEVELOPMENT PLAN 2B**

WHEREAS, the City of Williamston Tax Increment Finance Authority (hereinafter, the "Authority" or the "TIFA") , has been established by the City of Williamston (hereinafter, the "City"), pursuant to Act 57 P.A. 2018, as amended (hereinafter, "Act 57"); and

WHEREAS, on August 26, 1985, pursuant to Act 57, the City established the Authority and approved a Tax Increment Finance Plan (hereinafter, the "Plan"); and

WHEREAS, by Resolution, adopted by the City on December 8, 1986, the Plan was later ratified and confirmed as two distinct Tax Increment Finance Districts (hereinafter, "District")— "2A" and "2B". The Resolution also designated the Board of Directors of the City's Economic Development Corporation (hereinafter, the "EDC"), to act as the Authority; and

WHEREAS, the Plan was amended, originally by the EDC acting as the Authority, and later by the Authority directly. Each amendment was also approved by the City since the inception of the Plan, as follows:

- A. 1988 Plan Amendment
- B. 1989 Plan Amendment
- C. 1990 Plan Amendment

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- D. 1995 Plan Amendment
- E. 2002 Plan Amendment
- F. 2003 Plan Amendment
- G. 2004 Plan Amendment
- H. 2007 Plan Amendment
- I. 2008 Plan Amendment
- J. 2009 Plan Amendment [first amendment]
- K. 2009 Plan Amendment [second amendment]
- L. 2010 Plan Amendment
- M. 2013 Plan Amendment
- N. 2015 Plan Amendment
- O. 2016 Plan Amendment
- P. 2021 Plan Amendment

WHEREAS, although the Plan constitutes both a Development Plan and a Tax Increment Finance Plan within the meaning of Act 57, it is in need of amendment to specify, in detail, a series of proposed projects within the District; and

WHEREAS, the Authority approved 2023 Amendments to the Plan on or about February 20, 2023, which it then forwarded it to the City Council for consideration, pursuant to MCL 125.4316; and

WHEREAS, the City has duly scheduled a public hearing on March 27, 2023 for consideration of the proposed amended Plan and complied with the notice requirements of MCL 125.4317 (1) - (3); and

WHEREAS, the City has the authority to adopt a Plan amendment, pursuant to MCL 125.4318 (2).

NOW, THEREFORE, BE IT RESOLVED that the following amendments are made to the Plan dated July 1985, as previously amended, for Tax Increment District 2B by the City of Williamston pursuant to MCL 125.4318 (2):

WHEREAS, the Tax Increment Financing Authority of the City of Williamston (hereinafter, "Authority"), has been established by the City of Williamston (hereinafter, "City"), pursuant to Act 57 P.A. 2018, as amended (hereinafter, "Act 57").

WHEREAS, Act 450 was replaced by Part 3 of Public Act 57 of 2018, as amended and is now referred to as Act 57.

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WHEREAS, on August 26, 1985, pursuant to Act 57, the City established a Tax Increment Finance Authority District and approved a Tax Increment Finance Plan (hereinafter, the "Plan").

WHEREAS, by Resolution adopted by the City on December 8, 1986, the Plan was later ratified and confirmed as two distinct Tax Increment Finance Districts — "2A" and "2B". The Resolution also designated the Board of Directors of the City of Williamston's Economic Development Corporation (hereinafter, "EDC"), to act as the Authority.

WHEREAS, the Plan was amended originally by the EDC acting as the TIFA Authority and later by the TIFA Authority directly. Each amendment was also approved by the City since the Plan's inception as follows:

- A. 1988 Plan Amendment
- B. 1989 Plan Amendment
- C. 1990 Plan Amendment
- D. 1995 Plan Amendment
- E. 2002 Plan Amendment
- F. 2003 Plan Amendment
- G. 2004 Plan Amendment
- H. 2007 Plan Amendment
- I. 2008 Plan Amendment
- J. 2009 Plan Amendment [first amendment]
- K. 2009 Plan Amendment [second amendment]
- L. 2010 Plan Amendment
- M. 2013 Plan Amendment
- N. 2015 Plan Amendment
- O. 2016 Plan Amendment
- p. 2021 Plan Amendment

WHEREAS, although the Plan constitutes both a Development Plan and a Tax Increment Finance Plan within the meaning of Act 57, it is in need of an amendment to specify, in detail, a series of proposed projects within the District.

NOW, THEREFORE,

BE IT RESOLVED that the City of Williamston approves the following amendments to the Plan dated July 1985, as previously amended, for Tax Increment District 2B:

Introduction

The City of Williamston Tax Increment Finance Authority (hereinafter, the "Authority" or the "TIFA") was created in 1985-1986 by Resolution of the City Council of the City of Williamston (hereinafter, the "City"). The Authority and the City Council approved and adopted the original development plan and tax increment financing plan (together, the "Original Plan") in 1986. In 1988, 1989, 1990, and 1995, the Authority and the City Council adopted and approved

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amendments to the Original Plan (the "Amendments"). (The Original Plan, as amended by the several Amendments, is hereinafter referred to as the "Plan.")

Over the years since the Original Plan was adopted, the Authority and the City have undertaken many projects and improvements in, and with respect to, the Development Area, and entered into a wide range of financial commitments. This *Amendment to Development and Tax Increment Financing Plan* (the "2002 Amendments") summarized a number of projects and improvements and the related financial commitments, provided the City and the other taxing jurisdictions with updated information regarding the capture and use of tax increment revenues by the Authority. The 2002 Amendments also described several projects and improvements that were currently underway at the time of the adoption of the 2002 Amendments. The 2002 Amendments supplemented the Plan. The 2002 Amendments were an extension of the Plan, and must be read in concert with the Plan. The 2002 Amendments referred to certain portions of the Plan, but did not repeal or abrogate any provision of the Plan. (The Plan, as amended by the 2002 Amendments, is hereinafter referred to as the "2002 Amended Plan.")

In 2003, the Plan was again amended to provide for entry into a contract with Arialink for wireless broadband service for the project area, and authority to hire an economic director for the project area. The 2003 Amendment incorporates all the matters in the 2002 Amended Plan, plus the additional items set forth above in this paragraph.

In 2004, the TIFA determined to purchase a parcel of property within the TIFA 2B District which is commonly known by three different distinct names: 1) the Ice House, 2) the Elevator Property, or 3) 200 Elevator Street, in the City of Williamston for One Hundred Twenty Two Thousand Three Hundred (\$122,300.00) Dollars. It was determined that a plan amendment was required to complete this transaction. The 2004 Amendments to the Plan were approved by the TIFA 2B and the City and are now commonly known as the 2004 Amended Plan. The 2004 Amended Plan must be read in conjunction with the previously approved amendments as set forth above. The Roman numerals in the 2004 Amended Plan correspond to the appropriate sections of the Original Plan that were amended by the 2004 Amendment.

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In 2006, the TIFA determined to purchase two parcels of property from the City of Williamston Economic Development Corporation (hereinafter, the "EDC"): (1) 218 Elevator Street, and (2) a 4' strip of land running along the south side of Industrial Park Drive. The TIFA completed the necessary environmental investigation to purchase the property without liability. It was determined that a plan amendment was required to complete this transaction. However, same was not immediately accomplished because the other possible amendments were being discussed by the Board and the Board wanted to adopt one comprehensive amendment. The Board then reached a consensus, in which the project was to be included in the 2007 Plan Amendment, and which was adopted on August 27, 2007. Like the previous Plan Amendments, the 2007 Amended Plan must be read in conjunction with the previously approved amendments set forth above. The Roman numerals in the 2007 Amended Plan correspond with the appropriate sections of the Original Plan that are amended herein.

In 2008, the TIFA determined to maintain and upgrade the berm that runs north and south between the Industrial Park and the residences on Putnam Street. The berm was constructed to screen the residential neighborhood from the Industrial Park. The berm had not been properly maintained, and was in need of upgrading and maintenance in order to perform the screening service properly. The Board determined to hire McKenna Associates, Inc. to perform a site visit to evaluate the existing vegetation and confirm the site's condition. Once the site visits were complete, McKenna then would design a landscape plan for screening. Finally, McKenna would provide sufficient detail for the City staff to competitively bid the project. The TIFA expected to remove existing vegetation, grind down any large stumps, and plant sixty evergreen trees (approximately 6' to 7' in height) every fifteen feet on center. Again, the Roman numerals in the 2008 Amended Plan correspond with the appropriate sections of the Original Plan that were amended therein.

In late 2008, the TIFA determined to again amend the plan to provide for a new project, i.e., a connecting road between Centurion Way and Industrial Park Drive. This amendment was not approved until early 2009, thus it is referred to as the First 2009 Plan Amendment. Like the previous Plan Amendments, the First 2009 Amended Plan must be read in conjunction with the previously approved amendments set forth above. The Roman numerals in the 2009 First

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Amended Plan correspond with the appropriate sections of the Original Plan that are amended herein.

In late 2009, the TIFA determined to again amend the plan to provide for a new project, i.e., the purchase of 781 Progress Court, Williamston, Michigan, which consisted of an industrial building with office space, as well as approximately 2.5 acres of developable ground. This Plan Amendment was the Second Plan Amendment for 2009. Like the previous Plan Amendments, the 2009 Second Amended Plan must be read in conjunction with the previously approved amendments set forth above. The Roman numerals in the 2009 Second Amended Plan correspond with the appropriate sections of the Original Plan that are amended herein.

In 2010, the TIFA again determined to amend the plan to construct a new DPW Salt and Material Storage Barn with two lean-to enclosures. The Salt Storage will be 72' x 56' (4032 sf). The two covered lean-to (s) are 72' x 16' each. This construction was necessary because the TIFA had previously purchased the from CSX Railroad (hereinafter the "CSX property"), which included an old salt storage building which the City had leased from CSX. The environmental work related to that purchase called for the City/TIFA to abandon that salt storage site to prevent future problems. The TIFA will eventually demolish that old storage site. Also, the TIFA had previously purchased a site known as 781 Progress Court to become the new DPW building, and it needed to complete the repairs/improvements to same, so that the City can abandon the existing DPW site [228 Elevator Street] and transfer that land to the TIFA. This part of the project included: 1) renovations to the existing 3000 sf of office space and 17,000 sf of garage space to convert it for DPW operations, 2) repairs to the existing roof, 3) electrical and communication upgrades, 4) a 7,000 sf addition to the garage space, and 5) additional road access to the addition as well as storm water management. Finally, the TIFA planned to improve Elevator Street to a dedicated Class A road to provide legal access to the rear of the new DPW building [781 Progress Court], the new salt storage shed, the Booth Photography Building [194 Elevator Street] and the old ice house [200 Elevator Street] property. This would have included bringing the road up to City standards with pavement, curb, gutter, storm water drains, and sanitary sewer.

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In 2013, the TIFA again contemplated improvements originally contemplated in the 2010 Plan Amendment that had not yet then been completed due to funding issues arising from the legislature's attempts to limit personal property tax capture and the resulting loss of bonding potential for the TIFA. In 2013, the TIFA contemplated a series of smaller projects, scaling down the ideas of the original project from 2010, and a smaller bond issue. The projects contemplated in the 2013 Plan Amendment might have been included in the original broad project contemplated in 2010, but were never done in accordance with the 2010 Plan Amendment's schedules and projections, and now are anticipated to be funded separately out of cash on hand and contemplated to be done by the end of 2013.

In 2015, the City determined to sell the Old Community Center to a private developer for re-development. The City had originally acquired the building from the Williamston Area Schools, which had previously accessed State grant money to improve the building. The grant money was administered by the Michigan Department of Natural Resources (MDNR). The DNR has prevented the sale of the Old Community Center to the private developer, because it claims a lien on the building relative to those grant funds.

In 2016, the Plan amendment was developed to address Wetland issues with the DNR and for the purchase of property along Putnam Road to expand Elevator Street.

The TIFA has again concluded the Plan must be updated with regards to new and existing projects that are expanding in 2021. Previously in 2004, the TIFA determined to purchase a parcel of property within the TIFA 2B District, which is commonly known as the "Ice House" property and located at 200 Elevator Street. The TIFA executed this purchase and has owned the property in the years since. In 2010, the TIFA again determined to amend the Plan to, among other things, improve Elevator Street to a dedicated Class A road to provide legal access to the rear of the new DPW building [781 Progress Court], the new salt storage shed, the Booth Photography Building [194 Elevator Street], and the "Ice House" [200 Elevator Street] property. This would have included bringing the road up to City standards with pavement, curb, gutter, storm water drains, and sanitary sewer. The project as envisioned was never completed. In 2016, the TIFA determined to purchase the real property located at 603 South Putnam Street at

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the west end of Elevator Street at the intersection of Putnam Street to expand and complete the road access onto Putnam Street.

In 2021, the TIFA has again determined to amend the Plan to continue with the project originally envisioned in 2010 to improve the water and sanitary sewer utilities along Elevator Street and eventually turn it into a paved road with curb, gutter, storm water drains, and sidewalks to provide legal access and utilities to properties along Elevator Street. The project will also abandon and replace two existing water mains running under the CSX railroad tracks with one new, 12-inch water main under the CSX railroad tracks. Further, the TIFA has determined to sell the “Ice House” property at 200 Elevator Street to Cold Storage Holdings, LLC, for a redevelopment project that is anticipated to boost property values in the TIFA District.

In late 2022, the TIFA determined to sell the property it acquired pursuant to the previous 2004 Plan Amendment, which is located within the TIFA 2B District and which has been commonly known by three different distinct names: 1) the Ice House, 2) the Elevator Property, or 3) 200 Elevator Street. The TIFA originally planned to sell this property in 2021 Plan Amendment for \$65,000.00, but has modified those Plans due to financial realities and the condition of the property in 2023. The TIFA has now determined, that pursuant to Act 57, Section 316 (1) (k), the TIFA must again amend the Plan to designate the person or persons, natural or corporate to who all this portion of the development is being sold and for whose benefit the project is being undertaken. The TIFA signed a new Purchase Agreement with Cold Storage Holdings, LLC effective November 11, 2022 that provides for the sale of the property for \$1.00, provided that four (4) conditions are satisfied and a deed restriction is included in the sale. Those conditions and the terms of the deed restriction are set forth below.

The TIFA recommended on February 20, 2023 and the City approves on March 27, 2023 the following Plan Amendments to the Tax Increment Finance District 2B:

I. *Explanation of the Tax Increment Financing Procedure.*

The explanation is set forth on page 1 of the Original Plan, and is not amended herein.

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II. *Designation of Boundaries of the Development Area in Relation to Highways, Streets, Streams or Otherwise.*

The boundaries of the Development Area are shown on **Exhibit A** attached hereto. The boundaries of the Williamston I-96 Industrial Park (the “Industrial Park”) are shown on **Exhibit B** attached hereto. Neither has changes as a result of this Amendment.

III. *The Location and Extent of Existing Streets.*

This section is not amended by this proposed 2023 Plan Amendment.

VI. *A Description of Improvements to be Made in the Development Area, a Description of any Repairs and Alterations Necessary to Make Those Improvements, and an Estimate of the Time Required for Completion.*

This section is not amended by this proposed 2023 Plan Amendment.

VII. *The Location, Extent, Character, and Estimate Cost of the Improvements, Including Rehabilitation, Contemplated for the Development Area and an Estimate of the Time Required for Completion.*

<i>Project Location / Extent / Character</i>	<i>Estimated Cost</i>	<i>Estimated Time for Completion</i>
--	-----------------------	--------------------------------------

Total Construction Cost:	\$0.00	Not
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IX. *A Description of Any Parts of the Development Area to be Left as Open Space and the Use Contemplated for the Space.*

This section is not amended by this proposed 2023 Plan Amendment.

X. *A Description of Any Portions of the Development Area Which the Authority Desires to Sell, Donate, Exchange, or Lease to or from the Municipality and the Proposed Terms.*

The TIFA contemplates dedicating Elevator Street to the City of Williamston to become a dedicated street right-of-way following the completion of a re-platting process, previously authorized by the 2007 Amended Plan. The City of Williamston will operate the utility system.

XI. *A Description of Desired Zoning Changes and Changes in Streets, Street Levels, Intersections, and Utilities.*

This section is not amended by this proposed Plan Amendment.

XII. *An Estimate of the Cost of the Development, a Statement of the Proposed Method of Financing the Development, and the Ability of the Authority to Arrange the Financing.*

This section is not amended by this proposed 2023 Plan Amendment.

The TIFA does not anticipate financing any improvements through this 2023 Plan Amendment. However, if it did the TIFA would use the following financing mechanisms:

- a. Revenues generated from any property, building, or facility, which is owned, leased, licensed, or operated by the Authority or under its control, subject to the limitations imposed upon the Authority, by trusts or other agreements;
- b. Contributions to the Authority for the performance of its functions, including, but not limited to, federal or state grants or contributions;

- c. Other advances from the City repayable from tax increment revenues of the TIFA, such advances may be financed through obligations incurred by the City under any appropriate authorizing statutes;
- d. Tax increment revenues (a pay-as-you-go basis) received pursuant to a Tax Increment Financing Plan established under Sections 13 to 15 of the TIFA Act;
- e. Proceeds of tax increment bonds issued pursuant to Section 15 of the TIFA Act;
- f. Proceeds from revenue bonds issued pursuant to Section 12 of the TIFA Act;
- g. Money obtained from any other sources approved by the governing body of the municipality, or otherwise authorized by law, for use by the Authority or the municipality to finance a development program; and
- h. Money obtained pursuant to Section 12a of the TIFA Act.

The TIFA proposes to finance all projects contemplated in this Plan Amendment from existing cash reserves and tax increment revenues received pursuant to an already approved Tax Increment Financing Plan established under Sections 13 to 15 of the TIFA Act. As this method of financing is already in place there is no need to arrange for additional financing to complete these contemplated improvements.

XIII. *Designation of the Person, Natural or Corporate, to Whom All or a Portion of the Development is to be Leased, Sold, or Conveyed, and for Whose Benefit the Project is Being Undertaken, if that Information is Available to the Authority.*

In late 2022, the TIFA determined to sell the property it acquired pursuant to the previous 2004 Plan Amendment, which is located within the TIFA 2B District and has been commonly known by three different distinct names: 1) the Ice House, 2) the Elevator Property, or 3) 200 Elevator Street. The TIFA originally planned to sell this property in 2021 Plan Amendment for \$65,000.00, but has

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modified those Plans due to financial realities and the condition of the property in 2023. The TIFA has signed a new Purchase Agreement with Cold Storage LLC to sell the property to the Buyer for \$1.00, if the following four (4) conditions are met:

- a. The Purchaser must obtain final site plan approval from the City of Williamston within six (6) months of the date of execution of this purchase agreement (approximately May 10, 2023);
- b. The Purchaser must pull a building permit and commence construction within twelve (12) months of the date of execution of this purchase agreement (approximately November 10, 2023);
- c. The Purchaser must substantially complete construction within eighteen (18) months of the execution of this purchase agreement (approximately May 10, 2024);
- d. the City of Williamston must approve an Amendment to the TIFA's Plan, pursuant to paragraph 17.

Further, the Purchase Agreement requires that the Warranty Deed from the TIFA to the Buyer shall contain a Deed Restriction providing a right, but not an obligation, of the TIFA to repurchase the property from the Purchaser if conditions a-c are not strictly adhered to by Purchaser after the purchase. In which case, Purchaser shall be obligated to sell the property back to the TIFA for \$1.00 immediately upon breach of any of the conditions a-c, without any new liens on the title since the date of transfer by the TIFA to the Purchaser. Purchaser and its principles shall be strictly liable for any legal fees and costs incurred by the TIFA in enforcing this deed restriction.

The Purchase Agreement is very specific in Paragraph 17, that the City must approve this deal and that is the catalysis behind this 2023 Plan Amendment.

Paragraph 17 of the Purchase Agreement reads:

- 17.1 **Plan Amendment** - The Seller is a municipal authority originally organized under MCL 125.1801, et seq, which is now known as Act 57 of

the Public Acts of 2018. (the "Act") and a political subdivision of the City of Williamston. The Act requires that any sale of municipal property be in accordance with a properly approved Tax Increment Finance Plan (the "Plan"). The Act requires that the Plan specifically provide for the sale of real estates, such as contemplated in this purchase agreement. Therefore, the parties agree that this Purchase Agreement is conditioned upon after final zoning approval the TIFA adopting all amendments to the Plan deemed appropriate by the TIFA's legal council, in accordance with the procedures prescribed in the Act. Further, this Purchase Agreement is conditional upon the City of Williamston's approval of the proposed amendments, in accordance with the Act. The TIFA shall have ninety (90) days from the date Purchaser Obtains Final Zoning Approval to complete same and notify the Purchaser that same has been completed in accordance with the Act. If notice is not given in writing to the Purchaser from the Seller within ninety (90) days of Final Zoning Approval, then this Agreement shall be null and void and the Purchaser shall receive a full refund of its deposit.

Note, the parties agree that the time frame for completing the Plan Amendment (90 days in paragraph 17.1) shall run concurrent with the time frame for completing the environmental inspection (90 days in paragraph 14).

The entire Purchase Agreement is attached as **Exhibit C** and incorporated herein by reference.

XIV. *Estimates of the Number of Persons Residing in the Development Area and the Number of Families and Individuals to be Displaced.*

A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.

Provisions for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, Including Litigation Expenses and Expenses Incident to the Transfer of Title, in Accordance with the Standards and

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Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1979, 42 USC 4601 to 4655.

This section is not amended by this proposed 2023 Plan Amendment.

XV. *The Duration of the Program.*

The development program's length was extended in the 2002 Amendments to include the last tax levy in 2017. The 2016 Plan Amendment increase the development programs length to 2035, in anticipation of the Bonds yet to be introduced to complete the development in Phase I.

XVI. *Estimated Impact on Taxing Jurisdictions.*

The TIFA Act requires each Tax Increment Financing Plan to indicate the impact of its program on the various taxing jurisdictions. The capture and retention of tax increment revenues has been substantially effected by the radical changes in school finance enacted in 1993 and 1994. It is therefore appropriate to provide an updated summary of the impact of tax increment financing on the taxing jurisdictions.

The impact of tax increment financing on taxing jurisdictions is estimated on Appendix A to the 2002 Plan Amendment. The impact is a function of various factors, including the tax rates that are established and levied by each taxing jurisdiction, the appreciation or depreciation of properties within the Development Area, and the amount of tax increment revenues retained annually by the Authority. Appendix A to the 2002 Plan Amendment sets forth the assumptions on which the estimated impact is determined. Those assumptions on which the estimated impact was determined in 2002 have been amended and expanded in the 2015 Plan Amendment to run the time line out to 2035 and are attached as an **Exhibit D**.

The TIFA renewed its capture beginning with the Summer Tax Bill for 2008, pursuant to the 2007 Plan Amendment. That process continues and is not being amended or suspended in this Plan Amendment.

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MOVED BY: _____.

SECOND BY: _____.

VOTE ON THE FOREGOING RESOLUTION AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

This Resolution is declared adopted.

CERTIFICATION

As the duly qualified Clerk of the City of Williamston, Ingham County, Michigan, I do hereby certify the foregoing is a true and complete copy of a Resolution adopted by the City of Williamston at a Regular Meeting held on Monday, March 27, 2023.

Dated: _____

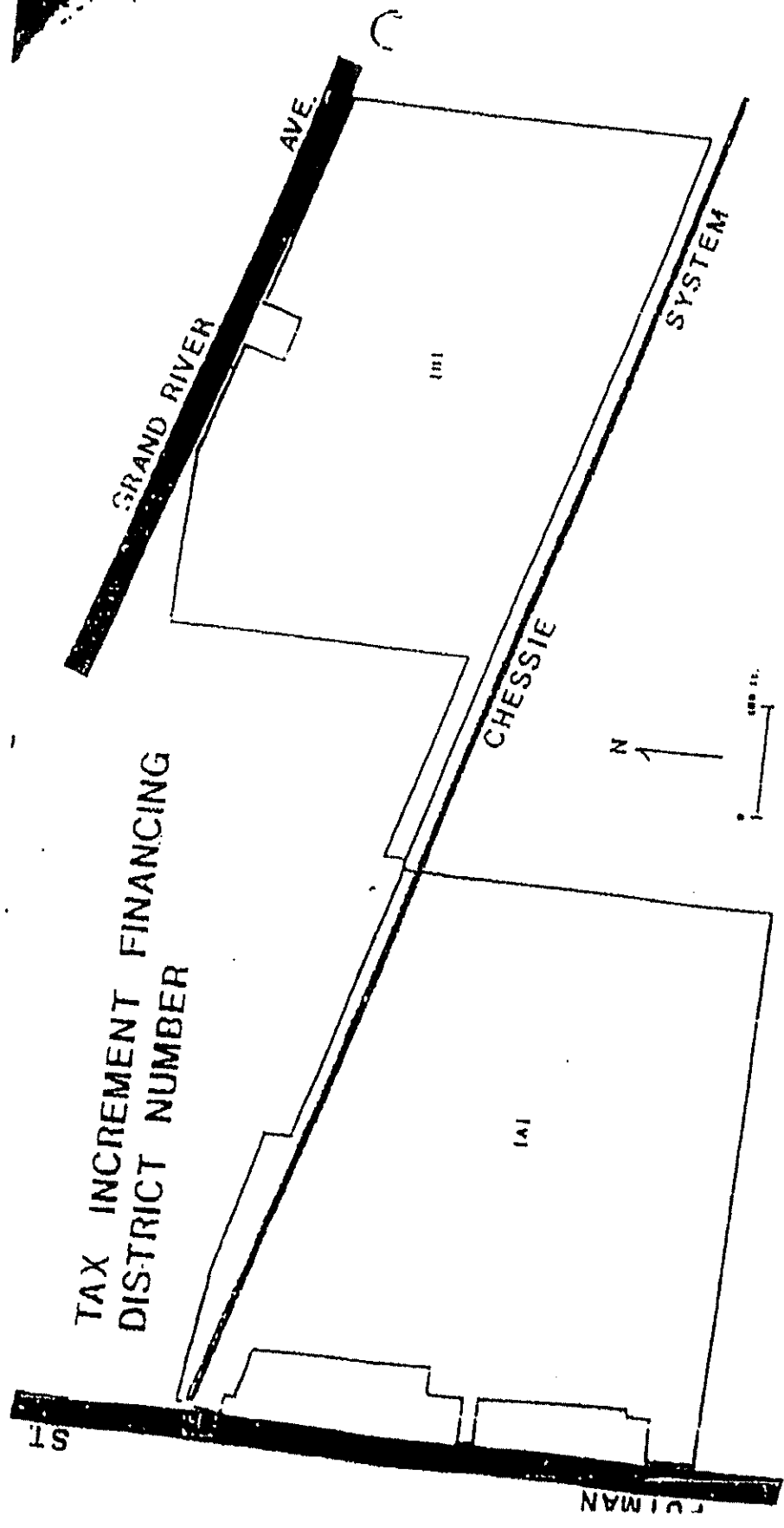
Holly M. Thompson
Clerk, City of Williamston

Drafted by: John L. Gormley
Gormley and Johnson Law Offices, PLC
Attorney for TIFA 2B
101 East Grand River Avenue
Post Office Box 935
Fowlerville, Michigan 48836
(517) 223-3758

Council Resolution to Approve TIFA 2023 Plan Amend.wpd

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EXHIBIT A

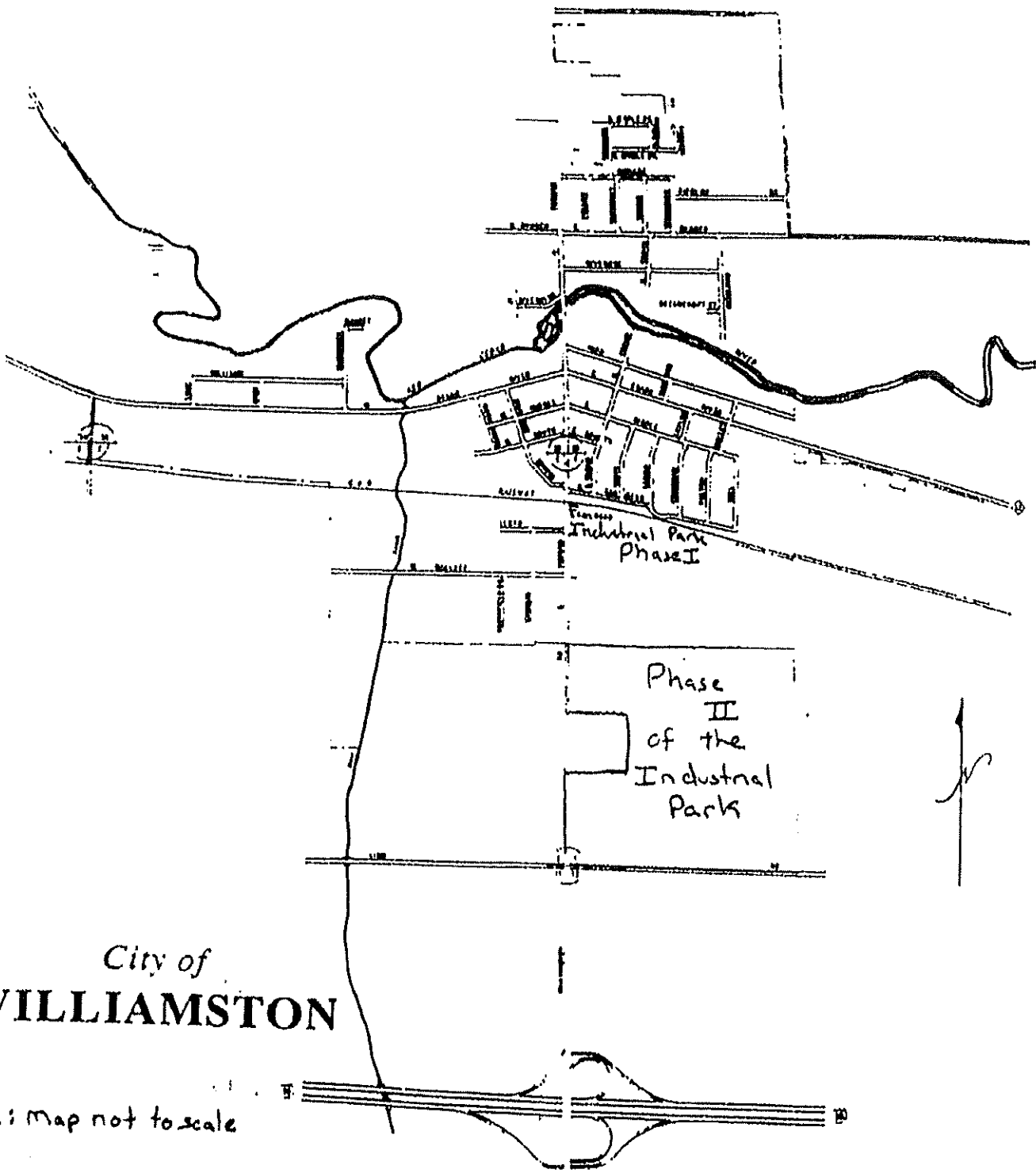


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EXHIBIT B

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CITY & VILLAGE MAPS OF INGHAM COUNTY



City of
WILLIAMSTON

Note: map not to scale

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EXHIBIT C

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COMMERCIAL PURCHASE AGREEMENT

1. OFFER TO PURCHASE

The undersigned City of Williamston Tax Increment Finance Authority, a Michigan Municipal Authority, whose address is 161 East Grand River Ave., Williamston, MI 48895 (hereinafter "TIFA" or "Seller"), hereby offers and agrees to sell to COLD STORAGE HOLDINGS, LLC, a Michigan Limited Liability Company, whose address is 1267 Berkshire Dr., Williamston, MI 48895 ("Purchaser") land and premises situated in the City of Williamston, County of Ingham, State of Michigan described as follows:

Part of the Northwest 1/4 of Fractional Section 1, T.3 N.-R.1 E., City of Williamston, Ingham County, Michigan described as follows:

Commencing at the West 1/4 corner of said section; thence along the west line of said section, N.02°14'07"W., 1545.89 feet; thence on a 5605.15-foot radius curve to the right for an arc length of 274.28 feet, said curve having an internal angle of 02°48'13" and a long chord bearing S.84°40'44"E., for 274.26 feet to the point of beginning; thence on a 5605.15-foot radius curve to the right for an arc length of 159.40 feet, said curve having an internal angle of 01°37'46" and a long chord bearing S.82°27'44"E., for 159.39 feet; thence S.04°18'28"E., 144.62 feet; thence S.85°41'32"W., 156.00 feet; thence N.04°18'28"W., 177.34 feet to the point of beginning, containing 0.58 acres, more or less.

Tax Identification Number: 33-18-07-01-151-026

Commonly Known As: 200 Elevator Street, Williamston, MI 48895

subject to existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any;

2. PURCHASE PRICE

Together with all improvements and appurtenances, if any, now in or on the premises and to pay therefore the sum of One (\$1.00) Dollars including a zero (\$0.00) deposit to be held by Gornley Law Offices, PLC in their IOLTA Trust Account.

The Sale is conditioned upon four (4) things:

- a. The Purchaser must obtain final site plan approval from the City of Williamston within six (6) months of the date of execution of this purchase agreement;
- b. The Purchaser must pull a building permit and commence construction within twelve (12) months of the date of execution of this purchase agreement;
- c. The Purchaser must substantially complete construction within eighteen (18) months of the execution of this purchase agreement;

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- d. the City of Williamston must approve an Amendment to the TIFA's Plan, pursuant to paragraph 17.

The Warranty Deed from the Seller to the Purchaser shall contain a Deed Restriction providing a right, but not an obligation, of the TIFA to repurchase the property from the Purchaser if conditions a-c are not strictly adhered to by Purchaser after the purchase. In which case, Purchaser shall be obligated to sell the property back to the TIFA for \$1.00 immediately upon breach of any of the conditions a-c, without any new liens on the title since the date of transfer by the TIFA to the Purchaser. Purchaser and its principles shall be strictly liable for any legal fees and costs incurred by the TIFA in enforcing this deed restriction.

3. CASH SALE

The delivery of the usual Warranty Deed conveying a marketable title, subject to the Deed Restriction in paragraph 2.

4. TIME OF CLOSING

If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within Ten (10) business days after all conditions of the purchase agreement have been met or waived.

5. EVIDENCE OF TITLE AND SURVEY

As evidence of title, Seller agrees to furnish Purchaser as soon as possible, after Zoning Approval, a Commitment for a Seller's Title Insurance Policy from First American Title Company in an amount not less than the purchase price, bearing a date later than the acceptance hereof, and cause to be issued to Purchaser at closing at Purchaser's expense. The Seller's Title Insurance Policy shall be with standard exceptions guaranteeing Purchaser title to the property as provided herein.

The Parties agree to accept the Survey attached hereto as Exhibit A in full satisfaction of any Survey requirements.

6. OBJECTIONS TO TITLE

Purchaser shall have 21 days after the receipt of the title commitment by its attorney to register any objections to the title; and if no objections are made within said time limits, objections to the title shall be deemed waived. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (A) to remedy the defects in title and to obtain title insurance as required above, or (B) to refund the deposit in full termination of this Agreement.

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7. POSSESSION

The Seller shall deliver and the Purchaser shall accept possession of said property at the time of closing, free and clear of any claim to possession by any tenant.

8. ENCUMBRANCE REMOVAL

Any existing encumbrances upon the premises which the Seller is required to remove under this offer may be paid and discharged with the purchase money at the time of the consummation of the sale, or if the Purchaser elects, assumed with abatement of the purchase price.

9. REAL PROPERTY TAX, TRANSFER TAX, SPECIAL ASSESSMENTS, AND UTILITY PRO-RATION

9.1 Seller shall be responsible for all real estate taxes for years prior to year in which the closing occurs and Purchaser shall be responsible for all taxes in years subsequent to year of closing. For the year of the closing, the property taxes are to be pro-rated to the date of closing, such that Seller is responsible for the portion of taxes through and including the date of closing. Taxes will be pro-rated on a 30-day-month, 360-day-year basis to date of closing. If the local taxing authority assesses and collects taxes in arrears, then the property taxes will be pro-rated, as if paid in arrears. If the local taxing jurisdiction assesses and collects taxes in advance, then the property taxes will be pro-rated, as if paid in advance. At closing, the Purchaser shall fully pay off all special assessments which are or become a lien on the property on or before the date of closing. Purchaser shall pay all special assessments which become a lien on the property after the closing date.

9.2 Purchaser shall endeavor to shut off or transfer to Purchaser all utility bills in the Seller's name and open new/transferred accounts in the Purchaser's name effective the date of closing. Where same is not possible, then the Seller and the Purchaser shall pro-rate any utility bills to the date of closing, such that Seller is responsible for the portion of utility bills through and including the date of closing. Utility Bills will be pro-rated on a 30-day-month, 360-day-year basis to date of closing.

9.3 The Purchaser shall pay 100% of any state or county transfer tax.

10. REAL ESTATE AGENT/BROKER'S AUTHORIZATION & GOOD FAITH DEPOSIT

The undersigned Purchaser and Seller certify that no real estate agents are involved in this transaction and no commission are owed to any real estate agents.

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11. CLOSING PLACE AND CLOSING COSTS

The closing of this sale shall take place at the office of First American Title Company in Brighton, Michigan, with First American Company to prepare and furnish all closing documents required.

The cost of the closing shall be equally divided between the parties.

12. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed completed and legally sufficient if mailed or delivered to the respective party for whom the same is intended at his address herein set forth.

13. METHOD OF PAYMENT

Payment of the purchase money shall be made in cash or certified check.

14. INSPECTIONS AND ENVIRONMENTAL TESTING ON PROPERTY

Purchaser acknowledges and agrees that Purchaser is purchasing the property in its "as is, where is" condition, with all faults, if any, and without any warranty, expressed or implied." Other than expressly set forth herein, neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Purchaser or any agents, representatives or employees of Purchaser, with respect to the condition of the Property, its fitness for any particular purpose or its compliance with any laws, and Purchaser is not aware of and does not rely upon any such representation. Purchaser shall have the right and be permitted, at his own expense, to have the property inspected by a contractor, architect, surveyor, or any other person(s) of Purchaser's choosing. If these inspections show any condition, use restrictions, defects or zoning ordinances, which in the Purchaser's sole discretion, renders the property defective or otherwise unacceptable to Purchaser, Purchaser shall have the option to terminate this Agreement without further liability and, deposits made hereunder shall be returned to Purchaser. All inspections and notifications of objections to the condition of the property, if any, shall be made within fifteen (15) days from the date of execution of this purchase agreement, except the environmental inspections. Unless notice is made of the objection in writing within said period of time, then the conditions of this paragraph shall be deemed waived. In no event shall Seller be responsible for any repairs. Purchaser acknowledges that its Attorney has advised it to have the property inspected and he has had the opportunity to do so, and that if he does not have the property inspected, he does so at his own risk. Purchaser is under no obligation to begin the environmental testing contemplated below until ten (10) days after final zoning approval, as set forth in paragraph 17.2.

14.1 Environmental Conditions Precedent to Closing. The obligations of Purchaser hereunder are expressly subject to the following conditions being completed on or

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before the closing date, any of which conditions may be waived by Purchaser upon its sole satisfaction, and if not met or waived, all deposit monies shall be returned and this Agreement terminated.

14.1.1 Environmental Condition of Property. Purchaser's receipt of a Phase I Environmental Site Assessment and, if Purchaser determines necessary, a Phase II and/or Baseline Environmental Assessment and Section 7a Compliance Analysis of the Property and any adjoining property necessary for Purchaser's intended development, the sufficiency of same being Purchaser's sole satisfaction as noticed in writing within sixty (60) days of final zoning approval being obtained by Purchaser. If the results of the Phase I are not to the sole satisfaction of the Purchaser, then the Purchaser may declare the agreement null and void and receive a complete refund of its deposit.

In the event that the Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, or other site investigation, concludes that the site, or any property necessary for Purchaser's intended development, is a facility, as defined by Section 20101.(1)(1) of part 201 of the Michigan Natural Resources and Environmental Protection Act (hereinafter referred to as "NREPA"), 1994 P.A. 451, as amended, Purchaser's obligation to close this transaction is expressly conditioned upon Purchaser's, on or before the date of closing, receiving from the MDEQ an approval of a Baseline Environmental Assessment to be submitted to the MDEQ pertaining to the Property and/or the additional property necessary for the Purchaser to meet the requirement for an exemption from liability under Section 20126 (1) (c) of Part 201 of NREPA; and Purchaser's receipt of a determination by the MDEQ, the sufficiency of same being in Purchaser's sole discretion, that Purchaser's proposed use of the property and any other properties associated with its intended development satisfies Purchaser's obligations under Section 20107 (a) of Part 201 of NREPA. If the Phase I Environmental Assessment and/or site investigation concludes that the Property or the additional properties necessary for Purchaser's intended developments is a facility, then the sixty (60) day due diligence requirement set forth above shall be extended by Thirty (30) additional days, should the Purchaser determine, at his sole discretion, to conduct a Phase II or a Baseline. Seller hereby grants to Purchaser's, and/or its Assignees, environmental consultant an easement and license to come onto the Property to conduct such investigation, including soil borings, as is determined necessary, subject to a mutually agreeable written indemnification agreement by Purchaser for any damage caused to Seller's real estate.

14.1.2 Access to the Property for Environmental Testing. Seller hereby agrees that the Purchaser shall have the right to go upon the Property during the term of this Agreement, for any of the purposes contemplated by this

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Agreement, including, without limitation, for the purpose of taking samples of the soil and/or ground water on the Property to be analyzed for any hazardous materials or substances. Purchaser shall indemnify, defend, and hold the Seller harmless from any injuries, losses, claims, demands, causes of action, damages, judgments, fines, and expenses of any kind or nature, to any persons, which occur as a result of the entry of the Purchaser, or its Assignee, upon the property. At Purchaser's expense, the property shall be restored/returned to its present condition after the testing is complete.

14.2 **Cost of Environmental Testing.** The Purchaser agree to incur all the costs associated with the testing set forth in paragraph 14.1.1 and 14.1.2 (Phase I, Phase II, and Baseline).

15. DECLARATION UNDER FIRPTA

The Foreign Investment in Real Estate Property Act (FIRPTA), IRC 1455, requires that every Purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten (10%) of the gross sales price. The primary exemption which might be applicable are: (a) Seller provides Purchaser with an affidavit under penalty of perjury that Seller is not a "Foreign Person", as defined in FIRPTA, or (b) Seller provides Purchaser with a "Qualifying Statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Purchaser agree to execute and deliver as appropriate, an instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

16. EFFECTIVE DATE OF THIS PURCHASE AGREEMENT

The Effective Date of this Agreement shall be the last date on which both Seller and Purchaser have each signed this Agreement, including initialing of any changes as may be required or execution of any addendums hereto.

17. CONDITIONS PRECEDENT TO THIS AGREEMENT.

17.1 **Plan Amendment** - The Seller is a municipal authority organized under MCL 125.1801, et seq, which is now known as Act 57 of the Public Acts of 2018. (the "Act") and a political subdivision of the City of Williamston. The Act requires that any sale of municipal property be in accordance with a properly approved Tax Increment Finance Plan (the "Plan"). The Act requires that the Plan specifically provide for the sale of real estates, such as contemplated in this purchase agreement. Therefore, the parties agree that this Purchase Agreement is conditioned upon after final zoning approval the TIFA adopting all amendments to the Plan deemed appropriate by the TIFA's legal council, in accordance with the procedures prescribed in the Act. Further, this Purchase Agreement is conditional upon the City of Williamston's approval of the proposed amendments, in accordance with the Act. The TIFA shall have ninety (90) days from the date Purchaser Obtains Final Zoning

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Approval to complete same and notify the Purchaser that same has been completed in accordance with the Act. If notice is not given in writing to the Purchaser from the Seller within ninety (90) days of Final Zoning Approval, then this Agreement shall be null and void and the Purchaser shall receive a full refund of its deposit.

Note, the parties agree that the time frame for completing the Plan Amendment (90 days in paragraph 17.1) shall run concurrent with the time frame for completing the environmental inspection (90 days in paragraph 14).

17.2 Zoning Approval - the Purchasers intended use is a bar, tavern, or alcohol service establishment, which requires zoning approval under the City of Williamston Zoning Ordinance. The Purchaser shall immediately apply for same within thirty (30) days of execution of this Purchase Agreement and diligently proceed with the process of obtaining same.

18. RISK OF LOSS

The Seller is responsible for any damage to the property, except for normal wear and tear, until the closing. If there is damage, the Purchaser has the option to cancel this Agreement and the deposit shall be refunded to the Purchaser or he can proceed with the closing with the existing damage to the property.

19. PURCHASER'S DEFAULT

In the event of default by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

20. SELLER'S DEFAULT

In the event of default by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this Agreement.

21. SELLER'S REPRESENTATIONS

The Seller represents and warrants that it is the exclusive holder of the interest to be conveyed hereunder (subject to paragraph 17), or that it is the duly authorized agent of the holder of said interest and is specifically empowered to enter into this contract and to convey the interest set forth, and promise to provide at closing all parties required to sign the final closing documents.

22. LEGAL REPRESENTATION

This is a legal document and both Purchaser and Seller acknowledge that they have been

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advised to consult an attorney to protect their interest in the transaction. Where the transaction involves financial and tax consequences, the parties acknowledge that they have been advised to seek the advice of their accountant or financial advisor.

23. TIME IS OF THE ESSENCE

At all times under this Agreement where certain time constraints are set forth, the parties have agreed that TIME IS OF THE ESSENCE and that no extensions of said time limits are expected or agreed to unless agreed to specifically in writing.

24. FACSIMILE AUTHORITY

It is agreed to by the parties that Offers, Acceptances and Notices required hereunder can be delivered by Facsimile (Fax) copy to the parties or their agents, provided, a hard copy (originally signed copy) is mailed or delivered in a timely manner and the date and time of the receipt of the Fax shall be the date and time of said Offer, Acceptance or Notice.

25. WARRANTIES BY THE SELLER

The Seller warrants to the Purchaser and shall certify to the Purchaser at the closing as follows:

- 25.1 The Seller has full authority to enter into and perform this agreement in accordance with its conditions, without breaching or defaulting on any obligation or commitment that the Seller has to any partners or third parties.
- 25.2 Except as disclosed in this agreement, the Seller is not a party to any agreement or otherwise bound under any obligation with any other party who has any interest in the premises or the personal property or the right to purchase or lease the premises or the personal property.
- 25.3 Except as otherwise stated in this agreement, the Seller's interest in the premises and the personal property will be transferred to the Purchaser at the closing, free and clear of all liens, encumbrances, charges, and adverse claims, contractual or other.
- 25.4 There are no suits, actions, or proceedings pending or, to the best of the Seller's knowledge, threatened by any party, including governmental authorities or agencies, against or involving the premises or the personal property or to which the Seller is or may become a party in connection with the premises, the personal property, or the operation of the apartments.
- 25.5 The Seller has no notice or knowledge of
 - 25.5.1 any planned or commenced public improvements that might result in special assessments or otherwise directly and materially affect the premises or the personal property;
 - 25.5.2 any government agency or court order requiring repairs, alterations, or corrections of any existing conditions;
 - 25.5.3 any request by an insurer or a mortgagee of the premises requiring repairs, alterations, or corrections of any existing conditions; or

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- 25.5.4 any structural or mechanical defects in the premises.
- 25.6 The Seller will not cause or permit any willful act that would prejudice the business conducted on the premises, if any, and will not assign or grant a security interest or other lien that would encumber the premises while this offer is pending.
- 25.7 No improvements, repairs, or other construction has occurred on the premises within the 120 days preceding the date of this agreement. If any maintenance or repairs are undertaken on the premises between the effective date of this agreement and the date of the closing, the Seller shall provide full unconditional waivers of lien from each contractor, subcontractor, supplier, and laborer for all construction work.

26. WARRANTIES BY THE PURCHASER

The Purchaser warrants to the Seller and shall certify to the Seller at the closing as follows:

- 26.1 The Purchaser is a duly authorized Michigan Limited Liability Company.
- 26.2 The Purchaser has full authority to enter into and perform this agreement in accordance with its conditions, without breaching or defaulting on any obligation of the Purchaser to any partners or third parties.
- 26.3 The Purchaser is not a party to any agreement or otherwise bound under any obligation with or in favor of any other party who has any interest in the premises or the personal property or the right to purchase or lease the premises or the personal property.

27. SURVIVAL OF THE WARRANTIES.

The warranties of the parties to this agreement shall survive the closing. The act of closing shall not bar either party from bringing an action based on a warranty of the other party for one year after the closing, after which the warranties shall have no further effect.

28. INDEMNIFICATION AND THE RIGHT TO SET OFF.

- 28.1 The Purchaser agrees to indemnify the Seller for all damages, including actions, suits, judgments, costs, charges, expenses, fines, penalties, attorney fees, and the consequences of any liabilities, that are asserted against or affect the premises or the personal property because of the Purchaser's actions or failure to act after the closing.

29. GENERAL CONTRACT PROVISIONS

- 29.1 **Entire Understanding.** This Agreement contains and comprises the entire understanding of the parties, and supersedes all previous Agreements between the parties. There are no additional promises, representations, terms, or provisions.
- 29.2 **Termination.** Except as otherwise expressed herein, this Agreement shall terminated by the mutual consent of the respective parties.

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- 29.3 **Mutually Drafted.** This Agreement has been negotiated between the parties and therefore shall be deemed to have been mutually drafted by them. Accordingly, no court construing this Agreement shall construe it more strictly against any party hereto.
- 29.4 **Amendments.** No modifications or amendments to this Agreement shall be binding upon either party unless assented to in writing by an authorized representative. If this Agreement is amended, modified, rescinded or otherwise altered during its term, then it shall be done by an express written "Addendum to Purchase Agreement No. _____," denominated as such, signed by each of the parties hereto.
- 29.5 **Severability.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.
- 29.6 **Waiver.** No waiver of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach or of any other provision. No extension of time for performance or any obligation or acts or any failure or delay on the part of either party in exercising any right, power or remedy under this Agreement, shall be deemed an extension of the time for performance of any other obligations or acts or shall operate as a waiver of any such right, power or remedy. No waiver of any provision of this Agreement shall be effective unless it is in writing and it is signed by duly authorized representatives of both parties. No single or partial exercise of any right, power or remedy under this Agreement shall preclude any other or further exercise thereof or of any other right, power or remedy. No waiver of any provision of this Agreement shall be effective unless it is in writing and it is signed by duly authorized representatives of both parties.
- 29.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan as to all matters, including, but not limited to, matters of validity, enforceability, interpretation, construction, effect, performance, and remedies. It is further understood and agreed that it is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance and pursuant to the laws of the State of Michigan, without regard to its Conflict of Law principles.
- 29.8 **Non-Assignment.** This Agreement, including each and every right and obligation of the parties, is personal to the parties; and neither of the parties to this Agreement may assign this Agreement or any right or obligation derived from this Agreement without specific written consent of the other party.
- 29.9 **Counterparts.** This Agreement shall be executed in two or more counterparts, each of which when executed shall be deemed to be an original, and all of which when taken together shall constitute but one and the same agreement.
- 29.10 **Payment of Costs and Attorney Fee Agreement.** If either party has to take action

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to enforce the terms of this Agreement, including but not limited to court action, then the party found in breach of the agreement agrees to be responsible for the prevailing party's reasonable attorney fees, costs, and expenses related to that enforcement action.

29.11 Authority to Act. The persons signing this agreement on behalf of each party certify by their signatures that they are duly authorized to sign this Agreement on behalf of the their respective party, and, if applicable, the terms of this Agreement have been authorized by Résolution or any other required Company/Corporate action.

29.12 Bind Effect. This Agreement shall be binding upon and inure to the benefit of the heirs at law and/or personal representatives of parties.

29.13 References to Gender and Number Terms. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and visa-versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

29.14 References to Statutes. All references in this Agreement to Acts or laws shall apply to all revisions, re-codifications, or replacements of such Acts or laws, and shall include any amendment, replacement or re-codification of such statute.

EXECUTION OF AGREEMENT

This agreement is effective on the date the last of the two parties executes it. The above offer is duly authorized to be executed by the SELLER.

SELLER: TIFA

IN THE PRESENCE OF:

Barbara J. Burke
City Deputy Clerk

[Signature]
The City of Williamston Tax Increment
Finance Authority
By Its Chairperson Pete Porciello
Dated: ~~October~~ 11, 2022
~~November~~

PURCHASER:
COLD STORAGE HOLDINGS,
LLC

IN THE PRESENCE OF:

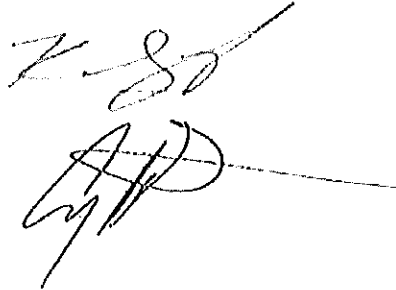
[Signature]
City Deputy Clerk

COLD STORAGE HOLDINGS, LLC
By Its Members
Dated: ~~October~~ 7, 2022
~~November~~

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**Purchaser's Principles to Guarantee
Deed Restriction:**

November
Dated: ~~October~~ 7, 2022

Two handwritten signatures in black ink. The top signature is a stylized 'Z' followed by 'SD'. The bottom signature is a stylized 'AP' followed by a horizontal line.

Drafted by: John L. Gormley (P-53539)
Gormley Law Offices, PLC
Attorney for TIFA Only
101 East Grand River Ave.
Fowlerville, MI 48836
517-223-3758

C:\Users\John\TRFC\Matters - Open\Williamston TIFA - Supplemental\Tifa S - Ice House\purchaseagr 10 13 22 REVISED.WPD

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EXHIBIT D

City of Williams
IFA 28
Estimated Revenues
IFA 28 (Rev 2017)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Estimated Captures Transfer Value:																					
Net-PIE	1,794,334	1,814,674	1,835,014	1,855,354	1,875,694	1,896,034	1,916,374	1,936,714	1,957,054	1,977,394	1,997,734	2,018,074	2,038,414	2,058,754	2,079,094	2,099,434	2,119,774	2,140,114	2,160,454	2,180,794	2,201,134
Net-PIE	4,024,920	4,209,208	4,393,496	4,577,784	4,762,072	4,946,360	5,130,648	5,314,936	5,499,224	5,683,512	5,867,800	6,052,088	6,236,376	6,420,664	6,604,952	6,789,240	6,973,528	7,157,816	7,342,104	7,526,392	7,710,680
Washington Community Schools	27,590	6,057.51	6,220.34	6,383.17	6,545.99	6,708.82	6,871.65	7,034.48	7,197.31	7,360.14	7,522.97	7,685.80	7,848.63	8,011.46	8,174.29	8,337.12	8,500.95	8,664.78	8,828.61	8,992.44	9,156.27
State Education Tax	6,000	1,172.71	1,203.10	1,233.49	1,263.88	1,294.27	1,324.66	1,355.05	1,385.44	1,415.83	1,446.22	1,476.61	1,507.00	1,537.39	1,567.78	1,598.17	1,628.56	1,658.95	1,689.34	1,719.73	1,750.12
Public Improvement/Issue District	5,892	1,725.73	1,809.23	1,892.73	1,976.23	2,059.73	2,143.23	2,226.73	2,310.23	2,393.73	2,477.23	2,560.73	2,644.23	2,727.73	2,811.23	2,894.73	2,978.23	3,061.73	3,145.23	3,228.73	3,312.23
City Operating	15,194	131,202.13	137,873.17	144,544.21	151,215.25	157,886.29	164,557.33	171,228.37	177,899.41	184,570.45	191,241.49	197,912.53	204,583.57	211,254.61	217,925.65	224,596.69	231,267.73	237,938.77	244,609.81	251,280.85	257,951.89
Leaning Community College	3,872	10,021.21	10,365.63	10,710.05	11,054.47	11,398.89	11,743.31	12,087.73	12,432.15	12,776.57	13,121.00	13,465.42	13,809.84	14,154.26	14,498.68	14,843.10	15,187.52	15,531.94	15,876.36	16,220.78	16,565.20
Wagon County	31,683	91,774.81	94,806.61	97,838.41	100,870.21	103,902.01	106,933.81	110,000.00	113,066.19	116,132.38	119,198.57	122,264.76	125,330.95	128,397.14	131,463.33	134,529.52	137,595.71	140,661.90	143,728.09	146,794.28	149,860.47
Deer Valley	1,566	15,533.73	15,827.77	16,121.81	16,415.85	16,709.89	17,003.93	17,297.97	17,592.01	17,886.05	18,180.09	18,474.13	18,768.17	19,062.21	19,356.25	19,650.29	19,944.33	20,238.37	20,532.41	20,826.45	21,120.49
Net-PIE	2,935	26,782.49	27,544.42	28,306.35	29,068.28	29,830.21	30,592.14	31,354.07	32,116.00	32,877.93	33,639.86	34,401.79	35,163.72	35,925.65	36,687.58	37,449.51	38,211.44	38,973.37	39,735.30	40,497.23	41,259.16
Committed Revenue																					
Administration:																					
PIE Industry/Personal Retiree 2016																					
2% Increase in Captured Transfer Value																					
2% Increase in Eight Obligations																					

PIE Industry/Personal Retiree 2016
2% Increase in Captured Transfer Value
2% Increase in Eight Obligations

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pg 1

CITY OF WILLIAMSTON

ORDINANCE NO. ____

AN ORDINANCE TO AMEND THE CITY OF WILLIAMSTON ZONING ORDINANCE TO REVISE ARTICLES 2, 6 AND 12 AS TO RESIDENTIAL USES IN THE C-1 DISTRICT

WHEREAS, the Williamston Planning Commission has proposed amendments to the City of Williamston Zoning Ordinance, held a public hearing, and has recommended adoption of the amendments by the Williamston City Council,

THE CITY OF WILLIAMSTON ORDAINS:

Section 1. Article 2, Permitted Uses by District, Sec. 74-2.202, Permitted Uses by District, Table 1, Table of Permitted Uses by District, of the City of Williamston Zoning Ordinance, is amended to add "Ground Floor Dwelling Unit" as a "C-1 Principal Permitted Use."

Section 2. Article 2, Permitted Uses by District, Sec. 74-2.203, Footnotes to the Table of Permitted Uses by District, Subsection F., Required Conditions in PO-1 and C Districts, of the City of Williamston Zoning Ordinance, is amended to add a new Subsection F.8., to read as follows:

"8. In the C-1 District, Ground Floor Dwelling Units are only permitted on North Putnam Street and must maintain an entrance on North Putnam Street. Entrances to ground floor residential dwelling units are not permitted along Grand River Avenue."

Section 3. Article 2, Permitted Uses by District, Sec. 74-2.306, C-1 Central Business District, of the City of Williamston Zoning Ordinance, is amended to add a new item to the list of Principal Permitted Uses, under Mixed Use dwelling unit, to read as follows:

"Ground floor residential dwelling unit (along N. Putnam Street only)"

Section 4. Article 2, Permitted Uses by District, Sec. 74-2.424, Mixed Use Dwelling Unit, of the City of Williamston Zoning Ordinance, is amended to read as follows:

"No residential dwelling unit may be located on the first floor of a building on any lot that has frontage on Grand River Avenue or South Putnam Street."

Section 5. Article 6, Parking, Sec. 74-6.204, Off-Street Parking Requirements, Table 7, Minimum Off-Street Parking Requirements of the City of Williamston Zoning Ordinance, is amended to add a new item to the list of Residential Uses, under the entry for Mixed Use Dwelling Unit, to read as follows:

"Ground Floor Dwelling Unit (with frontage on N. Putnam Street) 1 space per bedroom"

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pg 2

Section 6. Article 12, Definitions, Chapter 1, Use Definitions, Sec. 74-12.101, Residential Uses, of the City of Williamston Zoning Ordinance, is amended to add a new item to the top of the list of Residential Uses, to read as follows:

“Ground Floor Dwelling Unit. A dwelling unit located on the ground floor of a building containing two or more stories.”

Section 7. Repealer Clause. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 8. Savings Clause. This Ordinance shall in no manner affect pending litigation, either civil or criminal, founded or growing out of any Ordinance, Resolution, Order or parts hereof, hereby repealed, and this Ordinance shall in no manner affect any rights, claims, privileges, immunities or causes of action of the City, or other person, either criminal or civil, that may have already occurred, accrued or grown out of any Ordinance, Resolution, Order or policy, or any part thereof, hereby repealed.

Section 9. Validity and Severability. Should any portion of this Ordinance be found invalid for any reason, such a holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 10. Effective Date. This Ordinance shall be effective seven (7) days from and after its adoption by the City of Williamston City Council and after its publication.

Tammy Gilroy, Mayor

Holly Thompson, City Clerk



City of Williamston

161 E. Grand River Avenue, Williamston, MI 48895

517-655-2774; fax 517-655-2797; www.williamston-mi.us; info@williamston-mi.us

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9d.
pg 1

To: City Council
From: John P. Hanifan, City Manager *JPH*
Date: Meeting of March 27, 2023
Subject: Kayak Landing Naming Contest Selection

Background

The City and its Downtown Development Authority (DDA) held a naming contest for the new kayak landing that was completed in Fall 2022. We received 18 submissions. The DDA at its regular meeting of March 21, 2023 discussed the submissions and voted unanimously to select **Red Cedar Bend Landing**.

Recommendation

Staff recommends City Council adopt the motion below:

Requested Action

Motion to name the new Kayak Landing: **Red Cedar Bend Landing.**

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pg 1

Fund 101 General Fund

GL Number	Description	Balance
*** Assets ***		
101-000-001.00	Common Checking	645,272.17
101-000-001.01	Payroll Checking	67,439.47
101-000-002.25	Williamston Community Youth Recre	4,118.79
101-000-004.00	Petty Cash	300.00
101-000-017.01	Investments - MI Class	2,028,058.16
101-000-017.02	Investments - MI Class Edge	210,758.02
101-000-017.03	Investments - Flagstar	198,702.15
101-000-084.02	Due From Taxroll	249,688.32
101-000-084.05	Due From Major Street	(15,304.59)
101-000-084.10	Due From DDA	136,605.26
101-000-084.12	Due From T.I.F.A. 2B	(164,610.42)
101-000-084.13	Due From EDC	308.50
101-000-193.01	Long Term Advance to DDA	157,077.07
Total Assets		<u>3,518,412.90</u>
*** Liabilities ***		
101-000-202.00	Accounts Payable	11.82
101-000-258.00	Fringe Holding Account	(39,408.00)
101-000-265.01	Police/Count Bonds Payable	(222.00)
101-000-283.15	Granger Industrial Park Escrow	7,253.79
101-000-283.24	Tri-State Escrow	(6,893.44)
101-000-339.00	Deferred Revenue	416,676.77
Total Liabilities		<u>377,418.94</u>
*** Fund Balance ***		
101-000-385.01	Fund Balance-Stewart HRA	9,000.00
101-000-385.02	Fund Balance-Smith HRA	5,250.00
101-000-385.04	Fund Balance-Pintar HRA	2,250.00
101-000-385.05	Fund Balance-Rutherford HRA	2,250.00
101-000-390.00	Fund Balance	2,231,195.05
Total Fund Balance		<u>2,249,945.05</u>
Beginning Fund Balance		2,249,945.05
Net of Revenues VS Expenditures		891,048.91
Fund Balance Adjustments		0.00
Ending Fund Balance		3,140,993.96
Total Liabilities And Fund Balance		3,518,412.90

User: TOM
DB: Williamston

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC USED
Fund 101 - General Fund						
Revenues						
Dept 000 - General Revenues			1,716,510.54	1,710,000.00	(6,510.54)	100.38
101-000-401.01	Current Property Taxes	1,607,435.06	1,716,510.54	1,710,000.00	(6,510.54)	101.98
101-000-401.02	WASC Property Taxes	26,743.67	28,553.94	28,000.00	(553.94)	0.00
101-000-434.00	Mobile Home Tax	7,771.00	0.00	750.00	750.00	32.08
101-000-445.00	Penalties & Interest On Taxes	7,593.11	2,887.17	9,000.00	6,112.83	98.89
101-000-447.00	Property Tax Admin. Fee	78,967.02	83,070.96	84,000.00	929.04	107.32
101-000-476.00	Liquor License	4,160.20	4,292.75	4,000.00	(292.75)	42.39
101-000-477.00	Cable Franchise Fee	9,037.20	7,630.34	18,000.00	10,369.66	96.38
101-000-492.00	Zoning Permit Fees	3,945.00	3,855.00	4,000.00	145.00	202.11
101-000-501.04	Bulletproof Vest Partnership - Federal	384.00	768.00	380.00	(388.00)	100.00
101-000-528.00	Other Federal Grants	0.00	9,491.45	0.00	(9,491.45)	0.00
101-000-543.01	Act 302 Training	416.52	0.00	600.00	600.00	141.10
101-000-573.00	Local Community Stabilization	10,154.77	21,164.39	15,000.00	(6,164.39)	0.00
101-000-574.01	Economic Vitality Incentive Program	20,670.00	0.00	45,400.00	45,400.00	100.00
101-000-574.02	Statutory Sales Tax	0.00	21,909.00	0.00	(21,909.00)	59.64
101-000-642.00	Constitutional Sales Tax	207,524.00	218,613.00	366,565.00	147,972.00	1,034.34
101-000-642.00	General Sales	2,559.21	31,030.25	3,000.00	(28,030.25)	65.67
101-000-642.02	Garbage Bag Sales	693.24	525.38	900.00	274.62	105.25
101-000-657.00	Parking Fines & Civil Infractions	11,916.55	10,524.65	10,000.00	(524.65)	479.66
101-000-658.00	Police Reports & Service Fees	1,193.72	5,755.97	1,200.00	(4,555.97)	2,579.64
101-000-665.01	Interest Income	614.92	25,796.38	1,000.00	(24,796.38)	100.00
101-000-671.00	Misc. Revenues	0.00	10,175.00	0.00	(10,175.00)	100.00
101-000-675.02	Donations - Police & Kids	0.00	20.00	0.00	(20.00)	2.33
101-000-675.04	Donation - Comm Watch/National Nite Out	1,000.00	70.00	3,000.00	2,930.00	100.00
101-000-675.08	Donations-Volunteers Park	30,736.04	19,992.00	0.00	(19,992.00)	100.00
101-000-675.09	Donation - Digital Sign	0.00	(185.40)	0.00	185.40	137.15
101-000-687.01	Misc Refunds - Ins, Workers Comp, etc	18,221.90	27,430.95	20,000.00	(7,430.95)	0.00
101-000-687.02	Administrative Reimbursements	72,500.00	0.00	145,000.00	145,000.00	91.10
Total Dept 000 - General Revenues		2,117,297.13	2,249,881.72	2,469,715.00	219,833.28	91.10
TOTAL REVENUES						
		2,117,297.13	2,249,881.72	2,469,715.00	219,833.28	91.10
Expenditures						
Dept 101 - City Council			10,000.00	13,000.00	3,000.00	76.92
101-101-702.00	Salaries & Wages	10,250.00	10,000.00	1,000.00	234.98	76.50
101-101-709.00	FICA	784.16	765.02	2,500.00	2,405.00	3.80
101-101-831.01	Memberships & Dues	0.00	95.00	1,500.00	1,415.00	5.67
101-101-860.00	Travel & Education	523.43	85.00	6,500.00	3,900.00	40.00
101-101-880.00	Community Promotion	3,000.00	2,600.00	500.00	500.00	0.00
101-101-900.00	Printing & Publishing	120.00	0.00			
Total Dept 101 - City Council		14,677.59	13,545.02	25,000.00	11,454.98	54.18
Dept 172 - City Manager			65,309.11	103,200.00	37,890.89	63.28
101-172-702.00	Salaries & Wages	5,684.77	4,936.13	8,200.00	3,203.87	60.93
101-172-709.00	FICA	0.00	0.00	10.00	10.00	0.00
101-172-710.00	Unemployment	0.00	0.00	3,600.00	3,600.00	0.00
101-172-712.00	Payment In Lieu Of Insurance	1,200.00	2,030.79	1,850.00	(180.79)	109.77
101-172-718.00	Insurance Premiums	4,479.54	300.00	300.00	97.67	67.44
101-172-718.01	HSA Contribution	928.93	202.33	8,600.00	3,728.50	56.65
101-172-723.00	Retiree Health Care-OPFB	5,513.74	4,871.50	300.00	73.24	79.59
101-172-724.00	Disability Premiums	264.60	226.76	300.00	73.24	79.59
101-172-725.00	Retirement	4,672.83	5,136.38	8,400.00	3,263.62	61.15

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REVENUE AND EXPENDITURE REPORT FOR CITY OF WILLIAMSTON
 PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2023		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% BDET USED	
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)		
Fund 101 - General Fund										
Expenditures										
101-172-726.00	Workers Compensation	0.00		15.30		1,500.00	1,484.70		1.02	
101-172-740.00	Operating Supplies	187.35		893.87		500.00	(393.87)		178.77	
101-172-801.00	Professional Services	138.00		0.00		250.00	250.00		0.00	
101-172-802.00	Contractual Services	80.00		0.00		0.00	0.00		0.00	
101-172-831.01	Memberships & Dues	50.00		145.00		1,000.00	855.00		14.50	
101-172-860.00	Travel & Education	195.00		0.00		2,500.00	2,500.00		0.00	
Total Dept 172 - City Manager		97,316.79		83,827.17		140,210.00	56,382.83		59.79	
Dept 215 - Clerk										
101-215-702.00	Salaries & Wages	59,939.52		61,348.84		97,300.00	35,951.16		63.05	
101-215-709.00	FICA	4,627.13		4,693.23		7,500.00	2,808.77		62.58	
101-215-710.00	Unemployment	0.00		1.56		10.00	8.44		15.60	
101-215-718.00	Insurance Premiums	15,120.49		15,390.40		17,100.00	1,709.50		90.00	
101-215-718.01	HSA Contribution	3,095.34		3,095.34		3,400.00	304.66		91.04	
101-215-724.00	Disability Premiums	304.80		345.63		400.00	54.37		86.41	
101-215-725.00	Retirement	12,721.47		14,640.76		23,750.00	9,109.24		61.65	
101-215-726.00	Workers Compensation	0.00		15.30		1,400.00	1,384.70		1.09	
101-215-740.00	Operating Supplies	153.57		3,974.02		1,000.00	(2,974.02)		397.40	
101-215-802.00	Contractual Services	550.00		550.00		3,500.00	2,950.00		15.71	
101-215-820.01	Insurance - Liab. / Prop.	17,152.00		18,129.70		18,300.00	170.30		99.07	
101-215-831.01	Memberships & Dues	180.00		230.00		400.00	170.00		57.50	
101-215-860.00	Travel & Education	685.69		1,698.94		3,500.00	1,801.06		48.54	
101-215-900.00	Printing & Publishing	58.00		250.00		1,000.00	750.00		25.00	
Total Dept 215 - Clerk		114,590.67		124,363.72		178,560.00	54,196.28		69.65	
Dept 253 - Treasurer										
101-253-702.00	Salaries & Wages	49,030.17		51,448.93		98,300.00	46,851.07		52.34	
101-253-709.00	FICA	3,594.79		3,904.01		7,550.00	3,645.99		51.71	
101-253-710.00	Unemployment	0.00		1.56		10.00	8.44		15.60	
101-253-718.00	Insurance Premiums	16,889.62		16,978.72		23,700.00	6,721.28		71.64	
101-253-718.01	HSA Contribution	1,924.07		2,246.85		3,300.00	1,053.15		68.09	
101-253-724.00	Disability Premiums	236.55		202.97		375.00	172.03		54.13	
101-253-725.00	Retirement	7,403.34		9,253.14		15,100.00	5,846.86		61.28	
101-253-726.00	Workers Compensation	0.00		15.30		1,400.00	1,384.70		1.09	
101-253-740.00	Operating Supplies	1,122.41		451.57		3,840.00	3,348.43		12.80	
101-253-802.00	Contractual Services	2,607.39		34,213.75		5,250.00	(28,963.75)		651.69	
101-253-802.01	Computer & Software Maint.	14,477.50		23,830.88		26,950.00	3,119.12		88.43	
101-253-803.00	Contract - Audit	5,905.27		6,062.66		6,090.00	27.34		99.55	
101-253-831.01	Memberships & Dues	429.00		697.00		500.00	(197.00)		138.40	
101-253-860.00	Travel & Education	1,704.73		495.20		3,000.00	2,504.80		16.51	
Total Dept 253 - Treasurer		105,324.84		149,842.54		195,365.00	45,522.46		76.70	
Dept 257 - Assessor										
101-257-740.00	Operating Supplies	0.00		42.00		0.00	(42.00)		100.00	
101-257-802.00	Contractual Services	16,140.30		14,528.85		30,500.00	15,971.15		47.64	
101-257-802.01	Computer & Software Maint.	382.50		370.00		500.00	130.00		74.00	
101-257-900.00	Printing & Publishing	0.00		0.00		600.00	600.00		0.00	
Total Dept 257 - Assessor		16,522.80		14,940.85		31,600.00	16,659.15		47.28	

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User: TOM PERIOD ENDING 02/28/2023

DB: Williamston

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 101 - General Fund						
Expenditures						
Dept 262 - Elections			4,749.00	6,000.00	1,251.00	79.15
101-262-702.00	Salaries & Wages	0.00	0.00	500.00	500.00	0.00
101-262-709.00	FICA	0.00	74.12	0.00	(74.12)	100.00
101-262-718.00	Insurance Premiums	0.00	2,857.90	4,000.00	1,142.10	71.45
101-262-740.00	Operating Supplies	55.90	1,070.00	4,000.00	2,930.00	26.75
101-262-802.00	Contractual Services	798.00	536.10	1,000.00	463.90	53.61
101-262-860.00	Travel & Education	0.00	267.52	1,200.00	932.48	22.29
101-262-900.00	Printing & Publishing	1,100.12				
Total Dept 262 - Elections		1,864.02	9,554.64	16,700.00	7,145.36	57.21
Dept 265 - Buildings & Grounds						
101-265-702.00	Salaries & Wages	21,039.70	20,682.49	33,800.00	13,117.51	61.19
101-265-704.00	Wages-Part Time	1,140.28	1,317.79	3,500.00	2,182.21	37.65
101-265-709.00	FICA	1,690.85	1,657.75	3,000.00	1,342.25	55.26
101-265-710.00	Unemployment	3.74	2.89	10.00	7.11	28.90
101-265-712.00	Payment In Lieu Of Insurance	175.00	0.00	200.00	200.00	0.00
101-265-718.00	Insurance Premiums	3,716.73	3,336.89	4,000.00	663.11	93.42
101-265-718.01	HSA Contribution	522.24	611.97	650.00	38.03	94.15
101-265-723.00	Retiree Health Care-OPEB	202.70	0.00	450.00	450.00	0.00
101-265-724.00	Disability Premiums	98.23	109.74	130.00	20.26	84.42
101-265-725.00	Retirement	3,237.56	3,285.65	5,400.00	2,114.35	60.85
101-265-726.00	Workers Compensation	0.00	20.82	500.00	479.18	4.16
101-265-740.00	Operating Supplies	7,595.26	5,699.74	9,000.00	3,300.26	63.33
101-265-802.00	Contractual Services	17,587.60	9,144.90	21,000.00	11,855.10	43.55
101-265-802.02	Office Equip. Rental/Maint Contracts	5,576.05	5,547.14	9,500.00	3,952.86	58.39
101-265-820.01	Insurance - Liab. / Prop.	8,774.00	9,234.89	9,350.00	115.11	98.77
101-265-850.00	Communications - Telephone	5,488.12	7,640.73	8,500.00	859.27	89.89
101-265-851.00	Postage	746.30	7,084.62	8,000.00	915.38	88.56
101-265-921.00	Utilities	23,212.26	24,644.58	37,000.00	12,355.42	66.61
101-265-930.01	Repairs & Maintenance Building	4,901.48	8,945.44	30,000.00	21,054.56	29.82
101-265-940.00	Equipment Rental	7,498.62	9,510.13	15,000.00	5,489.87	63.40
101-265-940.04	Library Lease	4,635.00	0.00	6,180.00	6,180.00	0.00
Total Dept 265 - Buildings & Grounds		117,843.72	118,478.16	205,170.00	86,691.84	57.75
Dept 266 - Attorney						
101-266-801.00	Professional Services	33,941.89	37,626.71	60,000.00	22,373.29	62.71
Total Dept 266 - Attorney		33,941.89	37,626.71	60,000.00	22,373.29	62.71
Dept 301 - Police						
101-301-702.00	Salaries & Wages	250,819.29	235,941.34	460,000.00	164,058.66	64.34
101-301-704.00	Wages-Part Time	1,020.00	4,797.90	5,850.00	1,052.10	82.02
101-301-704.01	Wages - Crossing Guard	7,486.57	8,983.02	14,800.00	5,816.98	60.70
101-301-709.00	FICA	19,797.66	23,523.95	37,500.00	13,976.05	62.73
101-301-710.00	Unemployment	10.29	3.35	75.00	71.65	4.47
101-301-712.00	Payment In Lieu Of Insurance	2,400.00	2,100.00	7,200.00	5,100.00	29.17
101-301-718.00	Insurance Premiums	41,512.87	44,847.94	60,500.00	15,652.06	74.13
101-301-718.01	HSA Contribution	6,600.00	9,000.00	9,000.00	0.00	100.00
101-301-723.00	Retiree Health Care-OPEB	1,165.26	0.00	0.00	0.00	0.00
101-301-724.00	Disability Premiums	1,298.84	1,694.06	2,010.00	315.94	84.28
101-301-725.00	Retirement	61,232.38	46,659.98	137,000.00	90,340.02	34.06

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GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE (ABNORMAL)	% BDDT USED
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)			
Fund 101 - General Fund								
Expenditures								
101-301-726.00	Workers Compensation	0.00		288.90		6,700.00	6,411.10	4.31
101-301-740.00	Operating Supplies	17,356.73		10,372.81		15,000.00	4,627.19	69.15
101-301-745.00	Gasoline / Oil	12,795.83		13,817.54		20,000.00	6,182.46	69.09
101-301-767.00	Uniforms	3,500.87		4,538.05		3,000.00	(1,538.05)	151.27
101-301-802.00	Contractual Services	4,826.03		5,754.99		9,000.00	3,245.01	63.94
101-301-820.01	Insurance - Liab. / Prop.	13,311.16		14,025.17		14,200.00	174.83	98.77
101-301-831.01	Memberships & Dues	205.00		170.00		600.00	430.00	28.33
101-301-850.00	Communications - Telephone	1,547.37		2,045.69		7,000.00	4,954.31	29.22
101-301-860.00	Travel & Education	2,657.36		8,355.04		7,000.00	(1,355.04)	119.36
101-301-860.05	Act 302 Training	470.00		360.00		1,500.00	1,140.00	24.00
101-301-880.00	Community Promotion	0.00		0.00		250.00	250.00	0.00
101-301-880.02	Community Promotion - Police & Kids	0.00		0.00		2,000.00	2,000.00	0.00
101-301-880.03	Community Watch/National Night Out	0.00		(908.10)		3,000.00	3,908.10	(30.27)
101-301-900.00	Printing & Publishing	124.00		40.00		200.00	160.00	20.00
101-301-930.04	Equipment Repair/Maint	4,778.13		8,574.05		20,000.00	11,425.95	42.87
101-301-930.05	Communication Equip. Repair	0.00		0.00		6,500.00	6,500.00	0.00
Total Dept 301 - Police		454,915.64		504,985.68		849,885.00	344,899.32	59.42
Dept 371 - Building Inspections								
101-371-900.00 Printing & Publishing								
		0.00		212.00		0.00	(212.00)	100.00
Total Dept 371 - Building Inspections		0.00		212.00		0.00	(212.00)	100.00
Dept 441 - Department Of Public Works								
101-441-702.00	Salaries & Wages	6,695.10		5,288.80		8,650.00	3,361.20	61.14
101-441-704.00	Wages-Part Time	79.99		92.40		300.00	207.60	30.80
101-441-709.00	FICA	518.36		409.23		700.00	290.77	58.46
101-441-710.00	Unemployment	5.71		0.52		10.00	9.48	5.20
101-441-712.00	Payment In Lieu Of Insurance	41.04		0.00		75.00	75.00	0.00
101-441-718.00	Insurance Premiums	945.09		742.75		900.00	157.25	82.53
101-441-718.01	HSA Contribution	158.66		170.90		175.00	4.10	97.66
101-441-724.00	Disability Premiums	32.24		26.84		50.00	23.16	53.68
101-441-725.00	Retirement	1,188.62		968.46		1,625.00	656.54	59.60
101-441-726.00	Workers Compensation	0.00		8.37		150.00	141.63	5.58
101-441-740.00	Operating Supplies	3,133.32		1,332.73		7,000.00	5,667.27	19.04
101-441-767.00	Uniforms	791.43		1,105.43		2,500.00	1,394.57	44.22
101-441-802.00	Contractual Services	1,812.56		2,689.20		8,000.00	5,310.80	33.62
101-441-831.01	Memberships & Dues	235.58		94.34		500.00	405.66	18.87
101-441-860.00	Travel & Education	513.07		451.25		1,500.00	1,048.75	30.08
Total Dept 441 - Department Of Public Works		16,150.77		13,381.22		32,135.00	18,753.78	41.64
Dept 445 - Drains								
101-445-963.00 County Drains At Large								
		54,352.69		3,199.76		2,000.00	(1,199.76)	159.99
Total Dept 445 - Drains		54,352.69		3,199.76		2,000.00	(1,199.76)	159.99
Dept 448 - Street Lighting								
101-448-802.00	Contractual Services	0.00		5,103.50		0.00	(5,103.50)	100.00
101-448-921.00	Utilities	33,366.03		35,669.23		59,000.00	23,330.77	60.46

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GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDC & USED
Fund 101 - General Fund						
Expenditures						
Total Dept 448 - Street Lighting		33,366.03	40,772.73	59,000.00	18,227.27	69.11
Dept 525 - City Tree Service						
101-525-702.00	Salaries & Wages	23,678.62	28,621.40	46,600.00	17,978.60	61.42
101-525-704.00	Wages-Part Time	929.35	1,073.99	2,900.00	1,826.01	37.03
101-525-709.00	FICA	1,885.37	2,258.76	3,900.00	1,641.24	57.92
101-525-710.00	Unemployment	0.00	2.94	10.00	7.06	29.40
101-525-712.00	Payment In Lieu Of Insurance	175.87	0.00	350.00	350.00	0.00
101-525-718.00	Insurance Premiums	3,258.93	3,633.51	4,900.00	1,266.49	74.15
101-525-718.01	HSA Contribution	561.17	831.76	1,000.00	168.24	83.18
101-525-724.00	Disability Premiums	112.89	140.11	175.00	34.89	80.06
101-525-725.00	Retirement	4,203.56	5,215.14	8,750.00	3,534.86	59.60
101-525-726.00	Workers Compensation	0.00	29.60	750.00	720.40	3.95
101-525-740.00	Operating Supplies	0.00	0.00	500.00	500.00	0.00
101-525-802.00	Contractual Services	8,050.00	4,750.00	14,000.00	9,250.00	33.93
101-525-940.00	Equipment Rental	30,774.86	26,863.25	48,000.00	21,136.75	55.97
Total Dept 525 - City Tree Service		73,630.62	73,420.46	131,935.00	58,414.54	55.69
Dept 567 - Cemetary						
101-567-965.00	Cemetary Contribution	15,000.00	15,000.00	15,000.00	0.00	100.00
Total Dept 567 - Cemetary		15,000.00	15,000.00	15,000.00	0.00	100.00
Dept 701 - Planning						
101-701-702.00	Salaries & Wages	0.00	0.00	22,000.00	22,000.00	0.00
101-701-709.00	FICA	0.00	0.00	1,685.00	1,685.00	0.00
101-701-710.00	Unemployment	0.00	0.00	15.00	15.00	0.00
101-701-802.00	Contractual Services	3,935.75	9,619.60	10,000.00	380.40	96.20
101-701-831.01	Memberships & Dues	0.00	0.00	500.00	500.00	0.00
101-701-860.00	Travel & Education	0.00	0.00	1,000.00	1,000.00	0.00
101-701-900.00	Printing & Publishing	582.00	1,430.00	750.00	(680.00)	190.67
Total Dept 701 - Planning		4,517.75	11,049.60	35,950.00	24,900.40	30.74
Dept 728 - Comm. & Econ. Dev. Administration						
101-728-802.00	Contractual Services	0.00	0.00	5,000.00	5,000.00	0.00
101-728-831.01	Memberships & Dues	3,000.00	3,000.00	3,000.00	0.00	100.00
Total Dept 728 - Comm. & Econ. Dev. Administration		3,000.00	3,000.00	8,000.00	5,000.00	37.50
Dept 751 - Parks And Recreation						
101-751-702.00	Salaries & Wages	15,975.95	18,981.51	31,000.00	12,018.49	61.23
101-751-704.00	Wages-Part Time	2,543.24	2,939.09	7,700.00	4,760.91	38.17
101-751-709.00	FICA	1,418.09	1,668.41	3,000.00	1,331.59	55.61
101-751-710.00	Unemployment	0.00	5.20	10.00	4.80	52.00
101-751-712.00	Payment In Lieu Of Insurance	112.48	0.00	250.00	250.00	0.00
101-751-718.00	Insurance Premiums	2,182.42	2,413.84	3,200.00	786.16	75.43
101-751-718.01	HSA Contribution	378.65	481.15	600.00	118.95	80.19
101-751-724.00	Disability Premiums	75.69	92.96	125.00	32.04	74.37
101-751-725.00	Retirement	2,836.20	3,459.30	5,750.00	2,290.70	60.16

User: TOM
 DB: Williamston

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		
		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	USED	
Fund 101 - General Fund									
Expenditures									
101-751-726.00	Workers Compensation	0.00	19.97	19.97	475.00	455.03		4.20	
101-751-740.00	Operating Supplies	5,178.46	1,015.68	1,015.68	5,000.00	3,984.32		20.31	
101-751-802.00	Contractual Services	27,349.65	27,844.97	27,844.97	50,000.00	22,355.03		55.29	
101-751-803.05	WASC Agreement	26,752.62	0.00	0.00	28,000.00	28,000.00		0.00	
101-751-820.01	Insurance - Liab. / Prop.	419.00	444.46	444.46	450.00	5.54		98.77	
101-751-921.00	Utilities	2,587.47	3,734.93	3,734.93	5,000.00	1,265.07		74.70	
101-751-930.01	Repairs & Maintenance Building	407.16	7,247.34	7,247.34	12,000.00	4,752.66		60.39	
101-751-940.00	Equipment Rental	12,627.95	11,543.74	11,543.74	27,000.00	15,456.26		42.75	
Total Dept 751 - Parks And Recreation		100,825.03	81,692.55	81,692.55	179,560.00	97,867.45		45.50	
Dept 901 - Capital Outlay									
101-901-970.07	Technology	0.00	0.00	0.00	6,000.00	6,000.00		0.00	
101-901-970.13	Volunteers Park	25,525.90	19,992.00	19,992.00	0.00	(19,992.00)		100.00	
101-901-970.20	Police	48,058.16	39,948.00	39,948.00	100,000.00	60,052.00		39.95	
Total Dept 901 - Capital Outlay		73,584.06	59,940.00	59,940.00	106,000.00	46,060.00		56.55	
Dept 990 - Transfers									
101-990-995.03	Transfer To Local Street	60,000.00	0.00	0.00	60,000.00	60,000.00		0.00	
101-990-995.06	Transfer To Equipment Fund	26,000.00	0.00	0.00	26,000.00	26,000.00		0.00	
Total Dept 990 - Transfers		86,000.00	0.00	0.00	86,000.00	86,000.00		0.00	
TOTAL EXPENDITURES		1,417,424.91	1,358,832.81	1,358,832.81	2,357,970.00	999,137.19		57.63	
Fund 101 - General Fund:									
TOTAL REVENUES		2,117,297.13	2,249,881.72	2,249,881.72	2,469,715.00	219,833.28		91.10	
TOTAL EXPENDITURES		1,417,424.91	1,358,832.81	1,358,832.81	2,357,970.00	999,137.19		57.63	
NET OF REVENUES & EXPENDITURES		699,872.22	891,048.91	891,048.91	111,745.00	(779,303.91)		797.39	

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Fund 202 Major Street

GL Number	Description	Balance
*** Assets ***		
202-000-001.00	Common Checking	240,880.44
Total Assets		<u>240,880.44</u>
*** Liabilities ***		
202-000-214.00	Due To General Fund	(15,304.59)
Total Liabilities		<u>(15,304.59)</u>
*** Fund Balance ***		
202-000-390.00	Fund Balance	274,940.12
Total Fund Balance		<u>274,940.12</u>
Beginning Fund Balance		274,940.12
Net of Revenues VS Expenditures		(18,755.09)
Ending Fund Balance		256,185.03
Total Liabilities And Fund Balance		240,880.44

User: TOM
DB: Williamston

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDOT USED
		NORMAL (ABNORMAL)	0.00	NORMAL (ABNORMAL)	0.00			
Fund 202 - Major Street								
Revenues								
Dept 000 - General Revenues								
202-000-546.00	Act 51	180,220.95	0.00	115,437.05	0.00	367,500.00	252,062.95	31.41
202-000-546.01	Local Roads Program	3,135.51	0.00	40,038.24	0.00	7,500.00	(32,538.24)	533.84
202-000-570.01	State Metro. Act Of 2002	0.00	0.00	0.00	0.00	13,000.00	13,000.00	0.00
202-000-687.01	Misc Refunds - Ins, Workers Comp, etc	0.00	0.00	125.88	0.00	0.00	(125.88)	100.00
Total Dept 000 - General Revenues		193,356.46	0.00	155,601.17	0.00	388,000.00	232,398.83	40.10
TOTAL REVENUES		183,356.46		155,601.17		388,000.00	232,398.83	40.10
Expenditures								
Dept 444 - Sidewalks								
202-444-702.00	Salaries & Wages	734.39	0.00	918.01	0.00	1,500.00	581.99	61.20
202-444-709.00	FICA	56.36	0.00	69.96	0.00	150.00	80.04	46.64
202-444-710.00	Unemployment	0.00	0.00	0.04	0.00	10.00	9.96	0.40
202-444-712.00	Payment In Lieu Of Insurance	6.24	0.00	0.00	0.00	10.00	10.00	0.00
202-444-718.00	Insurance Premiums	101.60	0.00	116.18	0.00	160.00	43.82	72.61
202-444-718.01	HSA Contribution	17.44	0.00	22.64	0.00	30.00	7.36	75.47
202-444-724.00	Disability Premiums	3.41	0.00	4.37	0.00	10.00	5.63	43.70
202-444-725.00	Retirement	130.42	0.00	167.33	0.00	285.00	117.67	58.71
202-444-726.00	Workers Compensation	0.00	0.00	0.92	0.00	25.00	24.08	3.68
202-444-740.00	Operating Supplies	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00
202-444-802.00	Contractual Services	6,381.52	0.00	14,136.11	0.00	16,000.00	1,863.89	86.35
202-444-940.00	Equipment Rental	75.95	0.00	239.41	0.00	1,000.00	760.59	23.94
Total Dept 444 - Sidewalks		7,487.33	0.00	15,674.97	0.00	20,180.00	4,505.03	77.68
Dept 459 - Preservation/Structural Improvements								
202-459-970.23	N. Putnam St.	3,279.00	0.00	21,208.48	0.00	20,500.00	(708.48)	103.46
202-459-970.29	East Middle Street	1,630.86	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 459 - Preservation/Structural Improvements		4,909.86	0.00	21,208.48	0.00	20,500.00	(708.48)	103.46
Dept 467 - Surface Maintenance								
202-467-702.00	Salaries & Wages	7,212.21	0.00	6,416.83	0.00	10,500.00	4,083.17	61.11
202-467-704.00	Wages-Part Time	79.99	0.00	92.40	0.00	250.00	157.60	36.96
202-467-709.00	FICA	560.11	0.00	495.00	0.00	1,000.00	505.00	49.50
202-467-710.00	Unemployment	0.00	0.00	0.55	0.00	10.00	9.45	5.50
202-467-712.00	Payment In Lieu Of Insurance	72.66	0.00	0.00	0.00	80.00	80.00	0.00
202-467-718.00	Insurance Premiums	1,015.00	0.00	843.64	0.00	1,100.00	256.36	76.69
202-467-718.01	HSA Contribution	170.93	0.00	211.21	0.00	200.00	(11.21)	105.61
202-467-724.00	Disability Premiums	35.12	0.00	32.29	0.00	50.00	17.71	64.59
202-467-725.00	Retirement	1,280.39	0.00	1,173.20	0.00	2,000.00	826.80	58.66
202-467-726.00	Workers Compensation	0.00	0.00	9.02	0.00	150.00	140.98	6.01
202-467-740.00	Operating Supplies	1,416.13	0.00	1,462.00	0.00	4,000.00	2,538.00	36.55
202-467-802.00	Contractual Services	7,420.63	0.00	34,898.24	0.00	30,000.00	(4,898.24)	116.33
202-467-940.00	Equipment Rental	6,502.90	0.00	6,341.87	0.00	14,500.00	8,158.13	43.74
Total Dept 467 - Surface Maintenance		25,766.07	0.00	51,976.25	0.00	63,840.00	11,863.75	81.42
Dept 468 - Bridge Maintenance								

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User: TOM DB: Williamston PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% SDBG USED	
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)		
Fund 202 - Major Street										
Expenditures										
202-468-702.00	Salaries & Wages	135.21		152.21		250.00	97.79		60.88	
202-468-704.00	Wages-Part Time	20.19		23.40		75.00	51.60		31.20	
202-468-709.00	FICA	11.57		13.22		30.00	16.78		44.07	
202-468-710.00	Unemployment	0.00		0.04		10.00	9.96		0.40	
202-468-712.00	Payment In Lieu Of Insurance	0.48		0.00		10.00	10.00		0.00	
202-468-716.00	Insurance Premiums	19.15		19.25		25.00	5.75		77.00	
202-468-718.01	HSA Contribution	3.23		4.00		10.00	6.00		40.00	
202-468-724.00	Disability Premiums	0.64		0.79		10.00	9.21		7.90	
202-468-725.00	Retirement	24.14		27.80		50.00	22.20		55.60	
202-468-726.00	Workers Compensation	0.00		0.17		10.00	9.83		1.70	
202-468-740.00	Operating Supplies	0.00		85.83		100.00	14.17		85.83	
202-468-802.00	Contractual Services	2,298.55		0.00		1,600.00	1,000.00		0.00	
202-468-940.00	Equipment Rental	0.00		18.92		100.00	81.08		18.92	
Total Dept 468 - Bridge Maintenance		2,503.16		345.63		1,680.00	1,334.37		20.57	
Dept 471 - Right-of-Way Maintenance										
202-471-702.00	Salaries & Wages	836.54		1,191.90		2,000.00	808.10		59.60	
202-471-704.00	Wages-Part Time	115.55		133.53		375.00	241.47		35.61	
202-471-709.00	FICA	71.12		100.62		200.00	99.38		50.31	
202-471-710.00	Unemployment	0.00		0.24		10.00	9.76		2.40	
202-471-712.00	Payment In Lieu Of Insurance	1.20		0.00		25.00	25.00		0.00	
202-471-718.00	Insurance Premiums	108.57		148.78		210.00	61.22		70.85	
202-471-718.01	HSA Contribution	19.35		27.16		50.00	22.84		54.32	
202-471-724.00	Disability Premiums	3.69		5.82		10.00	4.18		58.20	
202-471-725.00	Retirement	144.98		216.91		375.00	158.09		57.84	
202-471-726.00	Workers Compensation	0.00		1.02		30.00	28.98		3.40	
202-471-740.00	Operating Supplies	190.76		1,321.88		5,000.00	3,678.12		26.44	
202-471-802.00	Contractual Services	4,678.00		14,936.50		5,500.00	(9,436.50)		271.57	
202-471-940.00	Equipment Rental	1,008.85		514.29		3,900.00	3,385.71		13.19	
Total Dept 471 - Right-of-Way Maintenance		7,159.61		18,598.65		17,685.00	(913.65)		105.17	
Dept 472 - Winter Maintenance										
202-472-702.00	Salaries & Wages	4,300.06		4,474.87		7,350.00	2,875.13		60.88	
202-472-709.00	FICA	329.11		340.14		575.00	234.86		59.15	
202-472-710.00	Unemployment	0.00		0.25		10.00	9.75		2.50	
202-472-712.00	Payment In Lieu Of Insurance	26.92		0.00		75.00	75.00		0.00	
202-472-718.00	Insurance Premiums	589.65		577.28		800.00	222.72		72.16	
202-472-718.01	HSA Contribution	101.90		122.19		150.00	27.81		81.46	
202-472-724.00	Disability Premiums	20.47		22.33		50.00	27.67		44.66	
202-472-725.00	Retirement	763.44		816.63		1,450.00	633.37		56.32	
202-472-726.00	Workers Compensation	0.00		5.38		125.00	119.62		4.30	
202-472-740.00	Operating Supplies	9,070.03		12,065.78		13,000.00	934.22		92.81	
202-472-802.00	Contractual Services	453.75		712.50		3,000.00	2,287.50		23.75	
202-472-940.00	Equipment Rental	6,016.67		4,140.46		15,000.00	10,859.54		27.60	
Total Dept 472 - Winter Maintenance		21,672.00		23,277.81		41,585.00	18,307.19		55.98	
Dept 473 - Traffic Control										
202-473-702.00	Salaries & Wages	789.48		250.39		500.00	249.61		50.08	
202-473-709.00	FICA	61.52		18.60		50.00	31.40		37.20	
202-473-710.00	Unemployment	0.00		0.05		10.00	9.95		0.50	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF WILLIAMSTON

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PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDDT USED
		NORMAL (ABNORMAL)	ABNORMAL	NORMAL (ABNORMAL)	ABNORMAL			
Fund 202 - Major Street								
Expenditures								
202-473-712.00	Payment In Lieu Of Insurance	17.99	0.00	0.00	10.00	10.00	10.00	0.00
202-473-718.00	Insurance Premiums	117.49	40.35	40.35	50.00	50.00	9.65	80.70
202-473-719.01	HSA Contribution	18.56	15.86	15.86	10.00	10.00	(5.86)	158.60
202-473-724.00	Disability Premiums	4.04	1.17	1.17	10.00	10.00	8.83	11.70
202-473-725.00	Retirement	140.07	46.88	46.88	75.00	75.00	28.51	62.51
202-473-726.00	Workers Compensation	0.00	0.99	0.99	10.00	10.00	9.01	9.90
202-473-740.00	Operating Supplies	1,245.28	1,145.44	1,145.44	3,500.00	3,500.00	2,354.56	32.73
202-473-802.00	Contractual Services	6,774.00	6,982.00	6,982.00	9,500.00	9,500.00	1,518.00	82.14
202-473-940.00	Equipment Rental	25.22	256.31	256.31	500.00	500.00	243.69	51.26
Total Dept 473 - Traffic Control		9,193.75	8,758.04	8,758.04	13,225.00	13,225.00	4,466.96	66.22
Dept 515 - Administrative								
202-515-803.00	Contract - Audit	1,190.97	1,228.91	1,228.91	1,230.00	1,230.00	1.09	99.91
202-515-803.01	Fund Administration	3,000.00	0.00	0.00	6,000.00	6,000.00	6,000.00	0.00
202-515-820.01	Insurance - Liab. / Prop.	1,247.00	1,308.69	1,308.69	1,325.00	1,325.00	16.31	98.77
Total Dept 515 - Administrative		5,437.97	2,537.60	2,537.60	8,555.00	8,555.00	6,017.40	29.66
Dept 906 - Debt Service								
202-906-991.04	2017 Cap Improv Bond Principal	27,300.00	27,300.00	27,300.00	27,300.00	27,300.00	0.00	100.00
202-906-994.02	2017 Cap Improv Bond Interest	5,031.00	4,678.83	4,678.83	9,010.00	9,010.00	4,331.17	51.93
Total Dept 906 - Debt Service		32,331.00	31,978.83	31,978.83	36,310.00	36,310.00	4,331.17	88.07
Dept 990 - Transfers								
202-990-995.09	Transfer To Act342 Bond	3,970.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 990 - Transfers		3,970.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		120,429.75	174,356.26	174,356.26	223,560.00	223,560.00	49,203.74	77.99
Fund 202 - Major Street:								
TOTAL REVENUES		183,356.46	155,601.17	155,601.17	388,000.00	388,000.00	232,398.83	40.10
TOTAL EXPENDITURES		120,429.75	174,356.26	174,356.26	223,560.00	223,560.00	49,203.74	77.99
NET OF REVENUES & EXPENDITURES		62,926.71	(18,755.09)	(18,755.09)	164,440.00	164,440.00	183,195.09	11.41

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Fund 203 Local Street

GL Number	Description	Balance
*** Assets ***		
203-000-001.00	Common Checking	208,096.83
Total Assets		<u>208,096.83</u>
*** Liabilities ***		
Total Liabilities		<u>0.00</u>
*** Fund Balance ***		
203-000-390.00	Fund Balance	251,595.42
Total Fund Balance		<u>251,595.42</u>
Beginning Fund Balance		251,595.42
Net of Revenues VS Expenditures		(43,498.59)
Ending Fund Balance		208,096.83
Total Liabilities And Fund Balance		208,096.83

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PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
		NORMAL (AENORMAL)		NORMAL (AENORMAL)				
Fund 203 - Local Street Revenues								
Dept 000 - General Revenues								
203-000-546.00	Act 51	56,578.35	36,211.78	116,500.00	80,286.22	31.08		
203-000-546.01	Local Roads Program	984.33	13,243.93	2,500.00	(10,743.93)	529.76		
203-000-642.00	General Sales	3,131.46	0.00	3,000.00	3,000.00	0.00		
203-000-687.01	Misc Refunds - Ins, Workers Comp, etc	0.00	125.88	0.00	(125.88)	100.00		
203-000-699.01	Transfer From General Fund	60,000.00	0.00	60,000.00	60,000.00	0.00		
Total Dept 000 - General Revenues		120,694.14	49,581.59	182,000.00	132,418.41	27.24		
TOTAL REVENUES								
Total Dept 000 - General Revenues		120,694.14	49,581.59	182,000.00	132,418.41	27.24		
Expenditures								
Dept 444 - Sidewalks								
203-444-702.00	Salaries & Wages	544.54	1,067.54	1,800.00	732.46	59.31		
203-444-704.00	Wages-Part Time	4.84	5.63	25.00	19.37	22.52		
203-444-709.00	FICA	42.41	81.55	150.00	68.45	54.37		
203-444-710.00	Unemployment	0.00	0.05	10.00	9.95	0.50		
203-444-712.00	Payment In Lieu Of Insurance	9.20	0.00	25.00	25.00	0.00		
203-444-718.00	Insurance Premiums	69.72	130.33	185.00	54.67	70.45		
203-444-718.01	HSA Contribution	12.90	21.27	50.00	28.73	42.54		
203-444-724.00	Disability Premiums	2.45	5.14	10.00	4.86	51.40		
203-444-725.00	Retirement	96.64	193.80	350.00	156.20	55.37		
203-444-726.00	Workers Compensation	0.00	0.68	25.00	24.32	2.72		
203-444-740.00	Operating Supplies	0.00	0.00	3,000.00	3,000.00	0.00		
203-444-802.00	Contractual Services	0.00	13,000.00	4,000.00	(9,000.00)	325.00		
203-444-940.00	Equipment Rental	4.70	61.03	3,000.00	2,938.97	2.03		
Total Dept 444 - Sidewalks		787.40	14,567.02	12,630.00	(1,937.02)	115.34		
Dept 467 - Surface Maintenance								
203-467-702.00	Salaries & Wages	7,368.52	7,754.15	12,700.00	4,945.85	61.06		
203-467-704.00	Wages-Part Time	55.79	64.45	200.00	135.55	32.23		
203-467-709.00	FICA	568.02	594.71	1,000.00	405.29	59.47		
203-467-710.00	Unemployment	0.00	0.52	10.00	9.48	5.20		
203-467-712.00	Payment In Lieu Of Insurance	63.79	0.00	100.00	100.00	0.00		
203-467-718.00	Insurance Premiums	1,021.28	998.65	1,300.00	301.35	76.62		
203-467-718.01	HSA Contribution	174.18	232.05	250.00	17.95	92.62		
203-467-724.00	Disability Premiums	35.36	38.48	50.00	11.52	76.96		
203-467-725.00	Retirement	1,304.57	1,414.75	2,400.00	985.25	58.95		
203-467-726.00	Workers Compensation	0.00	9.18	185.00	175.82	4.96		
203-467-740.00	Operating Supplies	580.26	1,462.00	3,000.00	1,538.00	48.73		
203-467-802.00	Contractual Services	15,758.12	29,124.44	28,000.00	(1,124.44)	104.02		
203-467-940.00	Equipment Rental	8,513.43	8,216.80	20,000.00	11,763.20	41.08		
Total Dept 467 - Surface Maintenance		35,423.32	49,910.18	69,195.00	19,284.82	72.13		
Dept 468 - Bridge Maintenance								
203-468-709.00	FICA	0.24	0.00	0.00	0.00	0.00		
203-468-712.00	Payment In Lieu Of Insurance	2.88	0.00	0.00	0.00	0.00		
203-468-716.00	Insurance Premiums	4.70	0.00	0.00	0.00	0.00		
203-468-724.00	Disability Premiums	0.13	0.00	0.00	0.00	0.00		
203-468-740.00	Operating Supplies	0.00	0.00	1,500.00	1,500.00	0.00		

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PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE (ABNORMAL)	% BDT USED
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)			
Fund 203 - Local Street								
Expenditures								
203-468-802.00	Contractual Services	2,738.55	0.00	0.00	19,400.00	0.00	19,400.00	0.00
203-468-940.00	Equipment Rental	0.00	0.00	52.34	0.00	0.00	(52.34)	100.00
Total Dept 468 - Bridge Maintenance		2,746.50	0.00	52.34	20,900.00	0.00	20,847.66	0.25
Dept 471 - Right-of-Way Maintenance								
203-471-702.00	Salaries & Wages	653.07	0.00	461.70	850.00	850.00	388.30	54.32
203-471-704.00	Wages-Part Time	203.66	0.00	235.38	650.00	650.00	414.62	36.21
203-471-709.00	FICA	65.70	0.00	52.98	150.00	150.00	97.02	35.32
203-471-710.00	Unemployment	0.00	0.00	0.38	10.00	10.00	9.62	3.80
203-471-712.00	Payment In Lieu Of Insurance	5.52	0.00	0.00	10.00	10.00	10.00	0.00
203-471-718.00	Insurance Premiums	91.01	0.00	62.67	100.00	100.00	37.33	62.67
203-471-718.01	HSA Contribution	15.49	0.00	16.03	25.00	25.00	8.97	64.12
203-471-724.00	Disability Premiums	2.90	0.00	2.21	10.00	10.00	7.79	22.10
203-471-725.00	Retirement	115.89	0.00	84.65	150.00	150.00	65.35	56.43
203-471-726.00	Workers Compensation	0.00	0.00	0.82	25.00	25.00	24.18	3.28
203-471-740.00	Operating Supplies	1,277.42	0.00	332.27	2,200.00	2,200.00	1,867.73	15.10
203-471-802.00	Contractual Services	1,250.00	0.00	958.50	2,200.00	2,200.00	1,241.50	43.57
203-471-940.00	Equipment Rental	1,234.97	0.00	360.82	4,000.00	4,000.00	3,639.18	9.02
Total Dept 471 - Right-of-Way Maintenance		4,915.63	0.00	2,568.41	10,380.00	10,380.00	7,811.59	24.74
Dept 472 - Winter Maintenance								
203-472-702.00	Salaries & Wages	4,218.34	0.00	4,079.65	6,700.00	6,700.00	2,620.35	60.89
203-472-709.00	FICA	322.66	0.00	310.26	600.00	600.00	289.74	51.71
203-472-710.00	Unemployment	0.00	0.25	0.25	10.00	10.00	9.75	2.50
203-472-712.00	Payment In Lieu Of Insurance	28.07	0.00	0.00	50.00	50.00	50.00	0.00
203-472-718.00	Insurance Premiums	578.38	0.00	530.83	750.00	750.00	219.17	70.78
203-472-718.01	HSA Contribution	99.99	0.00	116.28	150.00	150.00	33.72	77.52
203-472-724.00	Disability Premiums	20.01	0.00	20.19	25.00	25.00	4.81	80.76
203-472-725.00	Retirement	748.92	0.00	744.99	1,300.00	1,300.00	555.01	57.31
203-472-726.00	Workers Compensation	0.00	0.00	5.27	100.00	100.00	94.73	5.27
203-472-740.00	Operating Supplies	8,856.28	0.00	12,065.77	13,000.00	13,000.00	934.23	92.81
203-472-802.00	Contractual Services	453.75	0.00	712.50	2,000.00	2,000.00	1,287.50	35.63
203-472-940.00	Equipment Rental	5,336.94	0.00	3,741.80	13,500.00	13,500.00	9,758.20	27.72
Total Dept 472 - Winter Maintenance		20,723.34	0.00	22,327.79	38,185.00	38,185.00	15,857.21	58.47
Dept 473 - Traffic Control								
203-473-702.00	Salaries & Wages	571.73	0.00	126.33	200.00	200.00	73.67	63.17
203-473-709.00	FICA	44.70	0.00	9.54	15.00	15.00	5.46	63.60
203-473-710.00	Unemployment	0.00	0.03	0.03	10.00	10.00	9.97	0.30
203-473-712.00	Payment In Lieu Of Insurance	14.40	0.00	0.00	10.00	10.00	10.00	0.00
203-473-718.00	Insurance Premiums	84.73	0.00	23.05	25.00	25.00	1.95	92.20
203-473-718.01	HSA Contribution	13.54	0.00	10.85	10.00	10.00	(0.95)	106.50
203-473-724.00	Disability Premiums	2.82	0.00	0.94	10.00	10.00	9.06	9.40
203-473-725.00	Retirement	101.51	0.00	24.12	50.00	50.00	25.88	48.24
203-473-726.00	Workers Compensation	0.00	0.71	0.71	10.00	10.00	9.29	7.10
203-473-740.00	Operating Supplies	1,083.29	0.00	135.00	3,500.00	3,500.00	3,365.00	3.86
203-473-802.00	Contractual Services	0.00	0.00	1,099.00	8,500.00	8,500.00	7,401.00	12.93
203-473-940.00	Equipment Rental	12.61	0.00	50.44	500.00	500.00	449.56	10.09

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GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET		AVAILABLE BALANCE		% BDT USED
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)	
Fund 203 - Local Street										
Expenditures										
Total Dept 473 - Traffic Control		1,329.33		1,480.01		12,840.00		11,359.99		11.53
Dept 515 - Administrative										
203-515-803.00 Contract - Audit		843.61		865.74		870.00		4.26		99.51
203-515-803.01 Fund Administration		3,000.00		0.00		6,000.00		6,000.00		0.00
203-515-820.01 Insurance - Liab. / Prop.		1,247.00		1,308.69		1,325.00		16.31		98.77
Total Dept 515 - Administrative		5,090.61		2,174.43		8,195.00		6,020.57		26.53
TOTAL EXPENDITURES		71,616.13		93,080.18		172,325.00		79,244.82		54.01
Fund 203 - Local Street:										
TOTAL REVENUES		120,694.14		49,581.59		182,000.00		132,418.41		27.24
TOTAL EXPENDITURES		71,616.13		93,080.18		172,325.00		79,244.82		54.01
NET OF REVENUES & EXPENDITURES		49,078.01		(43,498.59)		9,675.00		53,173.59		449.60

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Fund 244 Economic Development Fund

GL Number	Description	Balance
*** Assets ***		
244-000-001.00	Common Checking	(65.75)
244-000-002.00	Cash - Savings	7,989.19
244-000-017.01	Investments - MI Class	65,253.51
Total Assets		<u>73,176.95</u>
*** Liabilities ***		
244-000-214.00	Due To General Fund	308.50
Total Liabilities		<u>308.50</u>
*** Fund Balance ***		
244-000-390.00	Fund Balance	72,343.03
Total Fund Balance		<u>72,343.03</u>
Beginning Fund Balance		72,343.03
Net of Revenues VS Expenditures		525.42
Ending Fund Balance		72,868.45
Total Liabilities And Fund Balance		73,176.95

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE		YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE	
		02/28/2022 NORMAL (ABNORMAL)	02/28/2023 NORMAL (ABNORMAL)			BALANCE	USED
Fund 244 - Economic Development Fund							
Revenues							
Dept 000 - General Revenues							
244-000-665.01	Interest Income	14.68		739.17	25.00	(714.17)	2,956.66
Total Dept 000 - General Revenues		14.68		739.17	25.00	(714.17)	2,956.68
TOTAL REVENUES		14.68		739.17	25.00	(714.17)	2,956.68
Expenditures							
Dept 728 - Comm. & Econ. Dev. Administration							
244-728-801.01	Legal Services	248.24	0.00		250.00	250.00	0.00
244-728-803.00	Contract - Audit	173.69	197.75		200.00	2.25	98.88
244-728-803.01	Fund Administration	250.00	0.00		500.00	500.00	0.00
244-728-955.00	Miscellaneous	14.19	16.00		50.00	34.00	32.00
Total Dept 728 - Comm. & Econ. Dev. Administration		686.12	213.75		1,000.00	786.25	21.38
TOTAL EXPENDITURES		686.12	213.75		1,000.00	786.25	21.38
Fund 244 - Economic Development Fund:							
TOTAL REVENUES		14.68	739.17		25.00	(714.17)	2,956.68
TOTAL EXPENDITURES		686.12	213.75		1,000.00	786.25	21.38
NET OF REVENUES & EXPENDITURES		(671.44)	525.42		(975.00)	(1,500.42)	53.89

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Fund 246 TIFA 2A

GL Number	Description	Balance
*** Assets ***		
246-000-001.00	Common Checking	(63.22)
246-000-002.00	Cash - Savings	6,745.72
246-000-136.00	Buildings, Additions And Improvem	55,879.14
246-000-137.00	Accum Depreciation - Bldg & Impro	(33,530.02)
Total Assets		<u>29,031.62</u>
*** Liabilities ***		
Total Liabilities		<u>0.00</u>
*** Fund Balance ***		
246-000-390.00	Fund Balance	29,084.74
Total Fund Balance		<u>29,084.74</u>
Beginning Fund Balance		29,084.74
Net of Revenues VS Expenditures		(53.12)
Ending Fund Balance		29,031.62
Total Liabilities And Fund Balance		29,031.62

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REVENUE AND EXPENDITURE REPORT FOR CITY OF WILLIAMSTON
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GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 246 - TIFA 2A						
Revenues						
Dept 000 - General Revenues						
246-000-665.01	Interest Income	0.46	10.10	0.00	(10.10)	100.00
	Total Dept 000 - General Revenues	0.46	10.10	0.00	(10.10)	100.00
TOTAL REVENUES						
		0.46	10.10	0.00	(10.10)	100.00
Expenditures						
Dept 728 - Comm. & Econ. Dev. Administration						
246-728-955.00	Miscellaneous	0.00	63.22	0.00	(63.22)	100.00
	Total Dept 728 - Comm. & Econ. Dev. Administration	0.00	63.22	0.00	(63.22)	100.00
TOTAL EXPENDITURES						
		0.00	63.22	0.00	(63.22)	100.00
Fund 246 - TIFA 2A:						
TOTAL REVENUES						
		0.46	10.10	0.00	(10.10)	100.00
TOTAL EXPENDITURES						
		0.00	63.22	0.00	(63.22)	100.00
NET OF REVENUES & EXPENDITURES						
		0.46	(53.12)	0.00	53.12	100.00

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Fund 247 TIFA 2B

GL Number	Description	Balance
*** Assets ***		
247-000-001.00	Common Checking	(5,709.00)
247-000-002.00	Cash - Savings	149,089.00
247-000-017.01	Investments - MI Class	101,239.48
247-000-136.00	Buildings, Additions And Improvem	3,010,908.26
247-000-137.00	Accum Depreciation - Bldg & Impro	(766,120.31)
Total Assets		<u>2,489,407.43</u>
*** Liabilities ***		
247-000-214.00	Due To General Fund	(164,614.80)
Total Liabilities		<u>(164,614.80)</u>
*** Fund Balance ***		
247-000-390.00	Fund Balance	2,418,921.05
Total Fund Balance		<u>2,418,921.05</u>
Beginning Fund Balance		2,418,921.05
Net of Revenues VS Expenditures		235,101.18
Ending Fund Balance		2,654,022.23
Total Liabilities And Fund Balance		2,489,407.43

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 PERIOD ENDING 02/28/2023

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GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
Fund 247 - TIFA 2B						
Revenues						
Dept 000 - General Revenues						
247-000-401.01	Current Property Taxes	225,943.16	216,947.94	237,000.00	20,052.06	91.54
247-000-573.00	Local Community Stabilization	31,025.88	38,344.63	25,000.00	(13,344.63)	153.38
247-000-665.01	Interest Income	73.55	1,082.65	100.00	(982.65)	1,082.65
247-000-673.01	Sale Of Fixed Assets	0.00	0.00	65,000.00	65,000.00	0.00
Total Dept 000 - General Revenues		257,042.59	256,375.22	327,100.00	70,724.78	78.38
TOTAL REVENUES		257,042.59	256,375.22	327,100.00	70,724.78	78.38
Expenditures						
Dept 728 - Comm. & Econ. Dev. Administration						
247-728-801.00	Professional Services	1,194.70	1,500.00	7,000.00	5,500.00	21.43
247-728-801.01	Legal Services	3,724.70	2,917.30	10,000.00	7,082.70	29.17
247-728-803.00	Contract - Audit	1,637.60	1,689.19	1,700.00	10.81	93.36
247-728-803.01	Fund Administration	15,000.00	0.00	30,000.00	30,000.00	0.00
247-728-803.04	Ingham EDC Contract	9,416.86	0.00	9,500.00	9,500.00	0.00
247-728-921.00	Utilities	3,426.97	3,713.89	7,000.00	3,286.11	53.06
247-728-955.00	Miscellaneous	129.38	115.66	500.00	384.34	23.13
247-728-970.00	Capital Outlay	766,800.07	11,338.00	12,000.00	662.00	94.48
Total Dept 728 - Comm. & Econ. Dev. Administration		801,330.28	21,274.04	77,700.00	56,425.96	27.38
TOTAL EXPENDITURES		801,330.28	21,274.04	77,700.00	56,425.96	27.38
Fund 247 - TIFA 2B:						
TOTAL REVENUES		257,042.59	256,375.22	327,100.00	70,724.78	78.38
TOTAL EXPENDITURES		801,330.28	21,274.04	77,700.00	56,425.96	27.38
NET OF REVENUES & EXPENDITURES		(544,287.69)	235,101.18	249,400.00	14,298.82	94.27

Fund 248 Downtown Development Authority

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GL Number	Description	Balance
*** Assets ***		
248-000-001.00	Common Checking	(23,452.13)
248-000-002.00	Cash - Savings	164,940.82
248-000-017.01	Investments - MI Class	53,965.45
248-000-120.07	2004 DDA River Refunding	7,646.20
248-000-136.00	Buildings, Additions And Improvem	2,465,256.53
248-000-137.00	Accum Depreciation - Bldg & Impro	(919,306.00)
Total Assets		<u>1,749,050.87</u>
*** Liabilities ***		
248-000-214.00	Due To General Fund	136,630.51
248-000-214.08	Due To Equipment Fund	12,373.76
248-000-300.10	2004 DDA Refunding	25,000.00
248-000-300.17	2011 DDA GO Limited Bonds	135,000.00
Total Liabilities		<u>309,004.27</u>
*** Fund Balance ***		
248-000-390.00	Fund Balance	1,389,357.62
Total Fund Balance		<u>1,389,357.62</u>
Beginning Fund Balance		1,389,357.62
Net of Revenues VS Expenditures		50,688.98
Ending Fund Balance		1,440,046.60
Total Liabilities And Fund Balance		1,749,050.87

User: TOM
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PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% BUDGET & USED	
		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)			NORMAL (ABNORMAL)			
Fund 248 - Downtown Development Authority										
Revenues										
Dept 000 - General Revenues										
248-000-401.01	Current Property Taxes	387,715.11		366,523.40		390,000.00	23,476.60		93.98	
248-000-556.00	MEDC Grant	40,000.00		0.00		0.00	0.00		0.00	
248-000-573.00	Local Community Stabilization	0.00		3,603.52		0.00	(3,603.52)		100.00	
248-000-581.00	Ingham County Parks & Trail Grant	54,453.83		0.00		169,400.00	169,400.00		0.00	
248-000-665.01	Interest Income	29.93		889.48		50.00	(839.48)		1,778.96	
248-000-675.01	Donations	9,237.55		0.00		0.00	0.00		0.00	
Total Dept 000 - General Revenues		491,436.42		371,016.40		559,450.00	188,433.60		66.32	
TOTAL REVENUES		491,436.42		371,016.40		559,450.00	188,433.60		66.32	
Expenditures										
Dept 728 - Comm. & Econ. Dev. Administration										
248-728-702.00	Salaries & Wages	17,173.18		15,502.28		25,250.00	9,747.72		61.40	
248-728-704.00	Wages-Part Time	1,188.81		1,373.79		3,550.00	2,176.21		38.70	
248-728-709.00	FICA	1,408.34		1,283.96		2,250.00	966.04		57.06	
248-728-710.00	Unemployment	0.00		3.00		10.00	7.00		30.00	
248-728-712.00	Payment In Lieu Of Insurance	151.13		0.00		200.00	200.00		0.00	
248-728-718.00	Insurance Premiums	2,395.89		2,033.94		2,600.00	566.06		78.23	
248-728-718.01	HSA Contribution	407.01		485.93		500.00	14.07		97.19	
248-728-724.00	Disability Premiums	82.99		77.82		100.00	22.18		77.82	
248-728-725.00	Retirement	3,048.71		2,833.60		4,800.00	1,966.40		59.03	
248-728-726.00	Workers Compensation	0.00		21.47		400.00	378.53		5.37	
248-728-801.01	Legal Services	1,536.85		449.40		5,000.00	4,550.60		8.99	
248-728-802.00	Contractual Services	9,313.75		0.00		7,000.00	7,000.00		0.00	
248-728-803.00	Contract - Audit	1,538.35		1,592.15		1,600.00	7.85		99.51	
248-728-803.01	Fund Administration	10,500.00		0.00		21,000.00	21,000.00		0.00	
248-728-803.06	Niesa - Contract	10,000.00		0.00		10,000.00	10,000.00		0.00	
248-728-880.00	Community Promotion	3,500.00		3,300.00		6,500.00	3,200.00		50.77	
248-728-880.01	Holiday Decorations/maint.	112.91		425.71		250.00	(175.71)		170.28	
248-728-921.00	Utilities	18,627.20		19,579.38		35,000.00	15,420.62		55.94	
248-728-940.00	Equipment Rental	9,383.93		10,130.15		22,000.00	11,869.85		46.05	
248-728-955.00	Miscellaneous	585.96		74.96		1,000.00	925.04		7.50	
248-728-964.00	Private/commercial Rehab.	0.00		6,281.66		2,500.00	(3,781.66)		251.27	
Total Dept 728 - Comm. & Econ. Dev. Administration		90,975.01		65,449.20		151,510.00	86,060.80		43.20	
Dept 901 - Capital Outlay										
248-901-970.08	Boat Launch & Parking Lot	480.00		248,939.55		290,000.00	41,060.45		85.84	
248-901-970.09	Boardwalk Replacement	137,681.75		933.17		0.00	(933.17)		100.00	
Total Dept 901 - Capital Outlay		138,161.75		249,872.72		290,000.00	40,127.28		86.16	
Dept 906 - Debt Service										
248-906-991.06	1999 Refunding Bond Principal	0.00		0.00		130,000.00	130,000.00		0.00	
248-906-991.11	2004 DDA Refunding Bonds	0.00		0.00		30,000.00	30,000.00		0.00	
248-906-994.06	1999 Refunding Bond Interest	5,411.50		3,630.50		5,480.00	1,849.50		66.25	
248-906-994.11	2004 DDA Refunding Interest	2,125.00		1,375.00		2,000.00	625.00		68.75	
Total Dept 906 - Debt Service		7,536.50		5,005.50		167,480.00	162,474.50		2.99	

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PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BGT USED
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Fund 248 - Downtown Development Authority
Expenditures

TOTAL EXPENDITURES		236,673.26	320,327.42	608,990.00	288,662.58	52.60
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Fund 248 - Downtown Development Authority:

TOTAL REVENUES		491,436.42	371,016.40	559,450.00	188,433.60	66.32
TOTAL EXPENDITURES		236,673.26	320,327.42	608,990.00	288,662.58	52.60
NET OF REVENUES & EXPENDITURES		254,763.16	50,688.98	(49,540.00)	(100,228.98)	102.32

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Fund 590 Sewer Fund

GL Number	Description	Balance
*** Assets ***		
590-000-001.00	Common Checking	350,717.98
590-000-002.20	2010 Sewer RD - RRI Account	50,732.23
590-000-002.22	2010 RD Sewer Bond & Interest Acc	2,698.95
590-000-002.27	2010 RD Sewer Jr Lien Reserve	5,072.69
590-000-017.03	Investments - Flagstar	303,049.63
590-000-033.00	Utility Bills Receivable	11,058.30
590-000-120.03	Investments-Restricted RD Reserve	156,793.15
590-000-120.04	Investments-Restricted RRI	589,449.99
590-000-120.06	2011 DDA W/S Refunding Reserve	14,759.93
590-000-130.00	Fixed Assets - Land	48,391.75
590-000-136.00	Buildings, Additions And Improvem	17,491,148.41
590-000-137.00	Accum Depreciation - Bldg & Impro	(8,502,227.05)
590-000-146.00	Equipment & Furniture	317,625.13
590-000-147.00	Accum. Depreciation - Equip & Fur	(246,438.97)
590-000-158.01	Construction In Progress	6,029.50
590-000-196.00	Deferred Outflow	73,982.00
590-000-196.01	Deferred Outflow-OPEB	357.00
Total Assets		10,673,200.62
*** Liabilities ***		
590-000-202.00	Accounts Payable	(1,163.68)
590-000-300.13	2010 Sewage Disposal Revenue Bond	2,917,000.00
590-000-300.16	2017 Capital Improvement Bond	86,000.00
590-000-334.00	Net Pension Liability	232,720.00
590-000-335.00	Net OPEB Liability	65,695.00
590-000-343.00	Accrued Vacation / P.l. Payable	15,560.00
590-000-360.00	Deferred Inflow	98,224.00
Total Liabilities		3,414,035.32
*** Fund Balance ***		
590-000-366.01	Deferred Inflow-OPEB	30,425.00
590-000-390.00	Fund Balance	7,223,831.68
Total Fund Balance		7,254,256.68
Beginning Fund Balance		7,254,256.68
Net of Revenues VS Expenditures		4,908.62
Ending Fund Balance		7,259,165.30
Total Liabilities And Fund Balance		10,673,200.62

User: TOM
 DB: Williamston
 PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% BDOT USED	
		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		NORMAL (ABNORMAL)	USED		
Fund 590 - Sewer Fund										
Revenues										
Dept 000 - General Revenues										
590-000-607.03	Readiness To Serve Charge	286,918.73		285,125.59		491,000.00	205,874.41		58.07	
590-000-607.05	Commodity Charge	330,348.72		323,019.87		545,000.00	221,980.13		59.27	
590-000-607.07	Penalties/Late Fees	8,237.74		7,443.60		12,000.00	4,556.40		62.03	
590-000-607.09	Tap / Connection Fee	18,540.00		6,180.00		12,360.00	6,180.00		50.00	
590-000-642.00	General Sales	900.00		711.00		1,000.00	289.00		71.10	
590-000-665.01	Interest Income	419.38		9,487.49		750.00	(8,747.49)		1,266.33	
590-000-687.01	Misc Refunds - Ins, Workers Comp, etc	0.00		5,360.22		0.00	(5,360.22)		100.00	
Total Dept 000 - General Revenues		645,364.57		637,337.77		1,062,110.00	424,772.23		60.01	
TOTAL REVENUES		645,364.57		637,337.77		1,062,110.00	424,772.23		60.01	
Expenditures										
Dept 537 - Administrative										
590-537-702.00	Salaries & Wages	244.25		730.74		1,200.00	469.26		60.90	
590-537-709.00	FICA	18.97		55.64		100.00	44.36		55.64	
590-537-710.00	Unemployment	0.00		0.01		10.00	9.99		0.10	
590-537-712.00	Payment In Lieu Of Insurance	9.36		0.00		10.00	10.00		0.00	
590-537-718.00	Insurance Premiums	41.45		384.05		150.00	(234.05)		256.03	
590-537-718.01	HSA Contribution	5.78		12.43		50.00	37.57		24.86	
590-537-724.00	Disability Premiums	1.19		3.01		10.00	6.99		30.10	
590-537-725.00	Retirement	43.52		132.27		225.00	92.73		58.79	
590-537-726.00	Workers Compensation	0.00		0.31		25.00	24.69		1.24	
590-537-740.00	Operating Supplies	505.94		112.48		1,200.00	1,087.52		9.37	
590-537-767.00	Uniforms	1,871.82		2,535.12		3,200.00	664.88		79.22	
590-537-802.00	Contractual Services	0.00		0.00		2,000.00	2,000.00		0.00	
590-537-803.00	Contract - Audit	2,332.32		2,395.71		2,410.00	14.29		99.41	
590-537-803.01	Fund Administration	20,000.00		0.00		40,000.00	40,000.00		0.00	
590-537-820.01	Insurance - Liab. / Prop.	11,340.00		11,951.03		12,100.00	148.97		98.77	
590-537-831.01	Memberships & Dues	262.59		269.33		2,000.00	1,730.67		13.47	
590-537-850.00	Communications - Telephone	2,102.43		2,499.80		3,000.00	600.20		75.75	
590-537-860.00	Travel & Education	749.35		899.56		3,000.00	2,100.44		29.99	
590-537-940.00	Equipment Rental	0.00		0.00		500.00	500.00		0.00	
Total Dept 537 - Administrative		39,528.97		21,981.49		71,490.00	49,508.51		30.75	
Dept 539 - Meter Reading & Billing										
590-539-702.00	Salaries & Wages	14,238.63		13,467.79		21,300.00	7,832.21		63.23	
590-539-709.00	FICA	1,075.25		1,012.72		1,700.00	687.28		59.57	
590-539-710.00	Unemployment	0.00		0.40		10.00	9.60		4.00	
590-539-712.00	Payment In Lieu Of Insurance	61.95		0.00		100.00	100.00		0.00	
590-539-718.00	Insurance Premiums	4,349.38		4,323.15		5,000.00	676.85		86.46	
590-539-718.01	HSA Contribution	588.18		76.78		675.00	19.36		97.13	
590-539-724.00	Disability Premiums	83.23		76.78		100.00	23.22		76.78	
590-539-725.00	Retirement	3,939.79		4,053.56		7,000.00	2,946.44		57.91	
590-539-726.00	Workers Compensation	0.00		8.61		300.00	291.39		2.87	
590-539-740.00	Operating Supplies	390.72		12,410.63		38,000.00	25,589.37		32.66	
590-539-802.00	Contractual Services	974.97		1,974.97		1,500.00	525.03		65.00	
590-539-851.00	Postage	1,450.73		1,929.48		3,900.00	1,970.52		49.47	
590-539-940.00	Equipment Rental	956.91		976.48		5,000.00	4,023.52		19.53	
Total Dept 539 - Meter Reading & Billing		28,109.74		39,890.21		94,585.00	44,694.79		47.16	

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REVENUE AND EXPENDITURE REPORT FOR CITY OF WILLIAMSTON

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User: TOM
DB: Williamston

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDFG USED
		NORMAL (ABNORMAL)	ABNORMAL	NORMAL (ABNORMAL)	ABNORMAL			
Fund 590 - Sewer Fund								
Expenditures								
Dept 544 - Line Maintenance								
590-544-702.00	Salaries & Wages	20,140.08		25,124.84		40,900.00	15,775.16	61.43
590-544-704.00	Wages-Part Time	312.71		361.45		1,000.00	638.55	36.15
590-544-709.00	FICA	1,569.57		1,938.32		3,250.00	1,311.68	59.64
590-544-710.00	Unemployment	0.00		1.70		10.00	8.50	17.00
590-544-712.00	Payment In Lieu Of Insurance	165.50		0.00		300.00	300.00	0.00
590-544-718.00	Insurance Premiums	2,815.03		3,179.77		4,200.00	1,020.23	75.71
590-544-718.01	HSA Contribution	477.29		620.32		800.00	179.69	77.54
590-544-724.00	Disability Premiums	97.64		122.85		175.00	52.15	70.20
590-544-725.00	Retirement	3,575.39		4,576.83		7,625.00	3,048.17	50.02
590-544-726.00	Workers Compensation	0.00		25.17		600.00	574.83	4.20
590-544-740.00	Operating Supplies	384.31		844.89		5,000.00	4,155.11	16.90
590-544-802.00	Contractual Services	4,076.93		30,649.18		10,000.00	(20,649.18)	306.49
590-544-940.00	Equipment Rental	7,374.81		7,044.01		35,000.00	27,955.99	20.13
Total Dept 544 - Line Maintenance		41,009.26		74,489.33		108,860.00	34,370.67	68.43
Dept 548 - Lift Stations								
590-548-702.00	Salaries & Wages	13,033.96		13,569.37		22,400.00	8,830.63	60.58
590-548-704.00	Wages-Part Time	50.10		57.86		200.00	142.14	28.93
590-548-709.00	FICA	972.72		1,003.44		1,800.00	796.56	55.75
590-548-710.00	Unemployment	0.00		0.23		10.00	9.77	2.30
590-548-712.00	Payment In Lieu Of Insurance	39.82		0.00		50.00	50.00	0.00
590-548-718.00	Insurance Premiums	3,049.84		2,996.43		3,400.00	403.57	88.13
590-548-718.01	HSA Contribution	356.81		421.14		500.00	78.86	84.23
590-548-723.00	Retiree Health Care-OPEB	607.95		0.00		1,200.00	1,200.00	0.00
590-548-724.00	Disability Premiums	54.85		62.23		100.00	37.77	62.23
590-548-725.00	Retirement	1,062.85		1,227.01		1,800.00	572.99	68.17
590-548-726.00	Workers Compensation	0.00		3.13		325.00	321.87	0.96
590-548-740.00	Operating Supplies	343.74		0.00		500.00	500.00	0.00
590-548-802.00	Contractual Services	637.70		1,362.50		0.00	(1,362.50)	100.00
590-548-850.00	Communications - Telephone	0.00		13.50		0.00	(13.50)	100.00
590-548-921.00	Utilities	6,857.61		7,281.33		14,000.00	6,718.67	52.01
590-548-930.04	Equipment Repair/maint.	6,760.81		15,036.41		35,000.00	19,963.59	42.96
590-548-940.00	Equipment Rental	937.05		870.04		6,000.00	5,129.96	14.50
590-548-970.06	Mechanic Street Lift Station	0.00		0.00		50,000.00	50,000.00	0.00
590-548-970.10	Zimmer Road Lift Station	0.00		4,013.50		327,000.00	322,986.50	1.23
Total Dept 548 - Lift Stations		34,765.81		47,918.12		454,285.00	416,366.88	10.32
Dept 549 - Plant Oper. & Maint.								
590-549-702.00	Salaries & Wages	87,225.81		102,375.81		168,500.00	66,124.19	60.76
590-549-704.00	Wages-Part Time	4,921.36		2,737.88		8,400.00	5,662.12	32.59
590-549-709.00	FICA	6,902.21		7,800.00		13,650.00	5,850.00	57.14
590-549-710.00	Unemployment	2.43		2.04		25.00	22.96	8.16
590-549-712.00	Payment In Lieu Of Insurance	364.08		0.00		550.00	550.00	0.00
590-549-718.00	Insurance Premiums	20,216.72		20,826.60		23,900.00	3,073.40	87.14
590-549-718.01	HSA Contribution	2,385.08		3,083.55		3,300.00	216.45	93.44
590-549-723.00	Retiree Health Care-OPEB	8,002.14		5,044.51		6,450.00	1,405.49	78.21
590-549-723.03	Tool Allowance	315.01		1,361.51		1,200.00	(161.51)	113.46
590-549-724.00	Disability Premiums	392.57		475.15		600.00	124.85	79.19
590-549-725.00	Retirement	8,790.73		11,968.70		18,650.00	6,681.30	64.18
590-549-726.00	Workers Compensation	0.00		11,38.37		2,400.00	2,361.63	1.60
590-549-740.00	Operating Supplies	12,990.87		11,139.37		26,000.00	14,860.63	42.84

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GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% BDT USED	
		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)			NORMAL (ABNORMAL)			
Fund 590 - Sewer Fund										
Expenditures										
590-549-796.01	Treatment Chemicals	6,231.11		15,714.93		15,000.00	(714.93)		104.77	
590-549-802.00	Contractual Services	21,070.89		31,005.99		50,000.00	18,994.01		62.01	
590-549-850.00	Communications - Telephone	3,055.57		3,147.15		5,000.00	1,852.85		62.94	
590-549-921.00	Utilities	52,413.07		73,526.67		98,000.00	24,473.33		75.03	
590-549-930.04	Equipment Repair/maint.	23,342.91		27,800.30		75,000.00	47,199.70		37.07	
590-549-940.00	Equipment Rental	1,511.66		1,349.84		5,100.00	3,750.16		26.47	
590-549-970.27	SCADA System	0.00		0.00		5,000.00	5,000.00		0.00	
Total Dept 549 - Plant Oper. & Maint.		260,134.22		319,398.37		526,725.00	207,326.63		60.64	
Dept 901 - Capital Outlay										
590-901-970.24	MI Site Readiness Grant	0.00		0.00		7,500.00	7,500.00		0.00	
590-901-970.32	Ww System Master Plan	2,197.98		0.00		0.00	0.00		0.00	
590-901-970.34	W/S Rate Study	0.00		0.00		12,250.00	12,250.00		0.00	
590-901-970.36	Line Maintenance/Construction	1,639.50		127,551.93		10,250.00	(117,301.93)		1,244.41	
Total Dept 901 - Capital Outlay		3,837.48		127,551.93		30,000.00	(97,551.93)		425.17	
Dept 906 - Debt Service										
590-906-994.02	2017 Cap Improv Bond Interest	1,290.00		1,199.70		2,310.00	1,110.30		51.94	
590-906-994.14	2010 Sewage Disposal Bond Interest	44,670.00		0.00		88,040.00	88,040.00		0.00	
Total Dept 906 - Debt Service		45,960.00		1,199.70		90,350.00	89,150.30		1.33	
TOTAL EXPENDITURES		453,345.48		632,429.15		1,376,295.00	743,865.85		45.95	
Fund 590 - Sewer Fund:										
TOTAL REVENUES		645,364.57		637,337.77		1,062,110.00	424,772.23		60.01	
TOTAL EXPENDITURES		453,345.48		632,429.15		1,376,295.00	743,865.85		45.95	
NET OF REVENUES & EXPENDITURES		192,019.09		4,908.62		(314,185.00)	(319,093.62)		1.56	

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Fund 591 Water Fund

GL Number	Description	Balance
*** Assets ***		
591-000-001.00	Common Checking	431,692.77
591-000-002.02	Customer Guarantee Savings	11,188.39
591-000-002.21	2010 Water RD - RRI Account	6,946.83
591-000-002.23	2010 RD Water Bond & Interest Acc	3,254.30
591-000-002.28	2010 RD Water Jr Lien Reserve	6,471.30
591-000-017.03	Investments - Flagstar	201,904.48
591-000-033.00	Utility Bills Receivable	10,345.67
591-000-120.03	Investments-Restricted RD Reserve	212,052.10
591-000-120.04	Investments-Restricted RRI	202,429.09
591-000-120.05	Investment-Restricted 21 Reserve	75,202.98
591-000-130.00	Fixed Assets - Land	417,865.28
591-000-136.00	Buildings, Additions And Improvem	10,296,947.49
591-000-137.00	Accum Depreciation - Bldg & Impro	(3,361,629.09)
591-000-146.00	Equipment & Furniture	360,930.42
591-000-147.00	Accum. Depreciation - Equip & Fur	(272,626.61)
591-000-158.01	Construction In Progress	6,029.50
591-000-196.00	Deferred Outflow	36,992.00
591-000-196.01	Deferred Outflow-OPEB	177.00
Total Assets		8,646,173.90
*** Liabilities ***		
591-000-255.00	Customer Deposits Payable	10,938.39
591-000-300.14	2010 Water Supply Revenue Bonds	3,952,000.00
591-000-300.16	2017 Capital Improvement Bond	438,600.00
591-000-300.21	2021 Water Refunding Bond	588,000.00
591-000-334.00	Net Pension Liability	116,361.00
591-000-335.00	Net OPEB Liability	32,848.00
591-000-343.00	Accrued Vacation / P.l. Payable	11,066.00
591-000-360.00	Deferred Inflow	49,111.00
Total Liabilities		5,198,924.39
*** Fund Balance ***		
591-000-366.01	Deferred Inflow-OPEB	15,212.00
591-000-390.00	Fund Balance	3,208,413.63
Total Fund Balance		3,223,625.63
Beginning Fund Balance		3,223,625.63
Net of Revenues VS Expenditures		223,623.88
Fund Balance Adjustments		0.00
Ending Fund Balance		3,447,249.51
Total Liabilities And Fund Balance		8,646,173.90

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PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022 NORMAL (ABNORMAL)	YTD BALANCE 02/28/2023 NORMAL (ABNORMAL)	2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDT USED
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Fund 591 - Water Fund						
Revenues						
Dept 000 - General Revenues						
591-000-607.03	Readiness To Serve Charge	382,722.64	386,509.39	656,000.00	269,490.61	58.92
591-000-607.05	Commodity Charge	217,604.39	222,758.75	366,000.00	143,241.23	60.86
591-000-607.07	Penalties/Late Fees	7,178.86	7,260.19	10,500.00	3,239.81	69.14
591-000-607.09	Tap / Connection Fee	9,200.00	4,690.00	4,600.00	(90.00)	101.96
591-000-642.00	General Sales	4,135.50	2,450.00	4,500.00	2,050.00	54.44
591-000-642.04	Water Meter Sales	4,015.50	1,227.50	2,500.00	1,272.50	49.10
591-000-665.01	Interest Income	253.76	5,990.89	500.00	(5,490.89)	1,198.18
591-000-687.01	Misc Refunds - Ins, Workers Comp, etc	52.50	3,484.58	0.00	(3,484.58)	100.00
Total Dept 000 - General Revenues		625,163.15	634,371.30	1,044,600.00	410,228.70	60.73

TOTAL REVENUES						
		625,163.15	634,371.30	1,044,600.00	410,228.70	60.73

Expenditures						
Dept 537 - Administrative						
591-537-702.00	Salaries & Wages	1,142.83	375.81	650.00	274.19	57.82
591-537-709.00	FICA	87.85	28.58	50.00	21.42	57.16
591-537-710.00	Unemployment	0.00	0.00	10.00	9.93	0.70
591-537-712.00	Payment In Lieu Of Insurance	14.19	0.00	10.00	10.00	0.00
591-537-718.00	Insurance Premiums	544.05	397.71	100.00	(257.71)	357.71
591-537-718.01	HSA Contribution	27.10	23.08	10.00	(13.08)	230.80
591-537-724.00	Disability Premiums	5.61	2.07	10.00	7.93	20.70
591-537-725.00	Retirement	202.86	70.22	125.00	54.78	56.18
591-537-726.00	Workers Compensation	0.00	1.43	10.00	8.57	14.30
591-537-740.00	Operating Supplies	505.93	0.00	1,000.00	1,000.00	0.00
591-537-767.00	Uniforms	812.70	1,157.95	2,200.00	1,042.05	52.63
591-537-802.00	Contractual Services	1,540.28	0.00	2,600.00	2,600.00	0.00
591-537-803.00	Contract - Audit	2,332.32	2,395.71	2,410.00	14.29	98.41
591-537-803.01	Fund Administration	20,000.00	0.00	40,000.00	40,000.00	0.00
591-537-820.01	Insurance - Liab. / Prop.	7,233.00	7,605.20	7,700.00	94.60	98.77
591-537-831.01	Memberships & Dues	393.58	349.33	1,600.00	1,250.67	21.83
591-537-850.00	Communications - Telephone	1,890.28	1,527.30	3,000.00	1,472.70	50.91
591-537-860.00	Travel & Education	735.39	2,270.66	3,000.00	729.34	75.69
591-537-900.00	Printing & Publishing	0.00	900.00	0.00	(900.00)	100.00
591-537-940.00	Equipment Rental	12.61	56.34	100.00	43.66	56.34
Total Dept 537 - Administrative		37,480.58	17,121.46	64,585.00	47,463.54	26.51

TOTAL REVENUES						
		625,163.15	634,371.30	1,044,600.00	410,228.70	60.73
Expenditures						
Dept 539 - Meter Reading & Billing						
591-539-702.00	Salaries & Wages	14,782.80	14,110.44	22,300.00	8,189.56	63.28
591-539-709.00	FICA	1,116.75	1,061.60	1,735.00	663.40	61.54
591-539-710.00	Unemployment	0.00	0.43	10.00	9.57	4.30
591-539-712.00	Payment In Lieu Of Insurance	62.15	0.00	100.00	100.00	0.00
591-539-718.00	Insurance Premiums	4,046.95	4,404.83	5,100.00	695.17	86.37
591-539-718.01	HSA Contribution	601.08	672.02	700.00	27.98	96.00
591-539-724.00	Disability Premiums	85.87	79.95	100.00	20.03	79.95
591-539-725.00	Retirement	4,036.34	4,170.70	7,260.00	3,029.30	57.93
591-539-726.00	Workers Compensation	0.00	9.29	350.00	340.71	2.65
591-539-740.00	Operating Supplies	390.73	12,410.64	38,000.00	25,599.36	32.66
591-539-802.00	Contractual Services	974.97	974.97	1,500.00	525.03	65.00
591-539-851.00	Postage	1,450.73	1,928.48	3,900.00	1,970.52	49.47
591-539-940.00	Equipment Rental	944.31	980.90	5,000.00	4,019.10	19.62

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% BGD USED	
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)		NORMAL	(ABNORMAL)		
Fund 591 - Water Fund										
Expenditures										
Total Dept 539 - Meter Reading & Billing		28,492.68	40,805.25	85,985.00	45,179.75	47.46				
Dept 544 - Line Maintenance										
591-544-702.00	Salaries & Wages	42,430.02	48,663.09	79,000.00	30,336.91	61.60				
591-544-704.00	Wages-Part Time	453.36	523.93	1,500.00	976.07	34.93				
591-544-709.00	FICA	3,289.07	3,741.09	6,225.00	2,483.91	60.10				
591-544-710.00	Unemployment	0.00	3.22	10.00	6.78	32.20				
591-544-712.00	Payment In Lieu Of Insurance	361.69	0.00	575.00	575.00	0.00				
591-544-718.00	Insurance Premiums	5,896.91	6,210.53	8,100.00	1,889.47	76.67				
591-544-718.01	HSA Contribution	1,005.52	1,397.74	1,500.00	102.26	93.18				
591-544-724.00	Disability Premiums	204.49	239.25	300.00	60.75	79.75				
591-544-725.00	Retirement	7,532.50	8,871.32	14,700.00	5,828.68	60.35				
591-544-726.00	Workers Compensation	0.00	53.04	1,125.00	1,071.96	4.71				
591-544-740.00	Operating Supplies	7,356.75	2,534.58	22,000.00	19,465.42	11.52				
591-544-802.00	Contractual Services	28,890.67	33,246.61	39,000.00	5,753.39	85.25				
591-544-940.00	Equipment Rental	17,253.72	42,541.88	30,000.00	(12,541.88)	141.81				
Total Dept 544 - Line Maintenance		114,674.70	148,026.28	204,035.00	56,008.72	72.55				
Dept 545 - Elevated Tank Maint.										
591-545-702.00	Salaries & Wages	298.90	640.56	1,125.00	484.44	56.94				
591-545-704.00	Wages-Part Time	20.19	23.40	0.00	(23.40)	100.00				
591-545-709.00	FICA	24.32	50.79	100.00	49.21	50.79				
591-545-710.00	Unemployment	0.00	0.06	10.00	9.94	0.60				
591-545-712.00	Payment In Lieu Of Insurance	3.68	0.00	10.00	10.00	0.00				
591-545-718.00	Insurance Premiums	44.08	77.59	100.00	22.41	77.59				
591-545-718.01	HSA Contribution	7.08	12.32	25.00	12.68	49.28				
591-545-724.00	Disability Premiums	1.37	2.77	10.00	7.23	27.70				
591-545-725.00	Retirement	53.10	116.20	225.00	108.80	51.64				
591-545-726.00	Workers Compensation	0.00	0.37	25.00	24.63	1.48				
591-545-740.00	Operating Supplies	0.00	19.98	300.00	280.02	6.66				
591-545-802.00	Contractual Services	4,840.00	860.00	1,000.00	140.00	86.00				
Total Dept 545 - Elevated Tank Maint.		5,292.72	1,804.04	2,930.00	1,125.96	61.57				
Dept 550 - WTP / Well O & M										
591-550-702.00	Salaries & Wages	35,805.78	41,396.16	68,250.00	26,853.84	60.65				
591-550-704.00	Wages-Part Time	666.68	770.45	4,750.00	3,979.55	16.22				
591-550-709.00	FICA	2,759.91	3,132.99	5,625.00	2,492.01	55.70				
591-550-710.00	Unemployment	0.00	2.51	10.00	7.49	25.10				
591-550-712.00	Payment In Lieu Of Insurance	150.96	0.00	350.00	350.00	0.00				
591-550-718.00	Insurance Premiums	8,077.86	8,268.02	9,950.00	1,681.98	83.10				
591-550-718.01	HSA Contribution	1,033.80	1,275.50	1,450.00	174.50	87.97				
591-550-724.00	Disability Premiums	167.85	199.21	250.00	50.79	79.68				
591-550-725.00	Retirement	4,987.46	6,166.63	9,950.00	3,783.37	61.98				
591-550-726.00	Workers Compensation	0.00	29.87	1,000.00	1,000.00	2.99				
591-550-740.00	Operating Supplies	131.24	2,061.66	5,500.00	3,438.34	37.48				
591-550-796.01	Treatment Chemicals	30,964.02	38,572.59	58,000.00	19,427.41	66.50				
591-550-802.00	Contractual Services	7,755.39	2,700.99	10,000.00	7,299.01	27.01				
591-550-921.00	Utilities	30,793.63	35,370.32	70,000.00	34,629.68	50.53				
591-550-930.04	Equipment Repair/maint.	8,618.25	11,974.94	70,000.00	58,025.06	17.11				
591-550-940.00	Equipment Rental	11,193.79	9,355.88	20,000.00	10,644.12	46.78				
591-550-955.02	MDEQ Water Testing	1,557.00	6,440.95	7,000.00	559.05	92.01				

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 DB: Williamston
 PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		% BDTG USED	
		NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)	NORMAL (ABNORMAL)		NORMAL (ABNORMAL)	ABNORMAL		
Fund 591 - Water Fund										
Expenditures										
591-550-970.27	SCADA System	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	
Total Dept 550 - WTP / Well O & M		144,663.62	167,718.67	347,085.00	179,386.33	48.32				
Dept 901 - Capital Outlay										
591-901-970.00	Capital Outlay	0.00	9,325.75	0.00	(9,325.75)	100.00				
591-901-970.34	W/S Rate Study	0.00	0.00	12,250.00	0.00	0.00				
591-901-970.36	Line Maintenance/Construction	1,639.50	10,021.50	10,250.00	239.50	97.77				
591-901-970.48	HUD Water Projects	0.00	801.50	0.00	(801.50)	100.00				
Total Dept 901 - Capital Outlay		1,639.50	20,148.75	22,500.00	2,351.25	89.55				
Dept 906 - Debt Service										
591-906-993.00	Agent Fees	0.00	0.00	1,500.00	0.00	0.00				
591-906-994.02	2017 Cap Improv Bond Interest	6,579.01	6,118.47	11,780.00	5,661.53	51.94				
591-906-994.15	2010 Water Supply Bond Interest	60,495.00	0.00	119,325.00	119,325.00	0.00				
591-906-994.16	2021 Revenue Refunding Interest	10,002.64	9,004.50	9,005.00	0.50	99.99				
Total Dept 906 - Debt Service		77,076.65	15,122.97	141,610.00	126,487.03	10.68				
TOTAL EXPENDITURES		409,320.45	410,747.42	888,730.00	457,982.58	47.28				
Fund 591 - Water Fund:										
TOTAL REVENUES		625,163.15	634,371.30	1,044,600.00	410,228.70	60.73				
TOTAL EXPENDITURES		409,320.45	410,747.42	888,730.00	457,982.58	47.28				
NET OF REVENUES & EXPENDITURES		215,842.70	223,623.88	175,870.00	(47,753.88)	127.15				

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Fund 661 Equipment Fund

GL Number	Description	Balance
*** Assets ***		
661-000-001.00	Common Checking	(98,236.74)
661-000-017.01	Investments - MI Class	230,005.07
661-000-084.10	Due From DDA	12,373.76
661-000-146.00	Equipment & Furniture	1,569,550.03
661-000-147.00	Accum. Depreciation - Equip & Fur	(1,274,420.41)
Total Assets		<u>439,271.71</u>
*** Liabilities ***		
661-000-202.00	Accounts Payable	(92.80)
661-000-304.00	Capital Lease	33,253.16
661-000-304.01	18 Vactor Capital Lease	2,928.39
Total Liabilities		<u>36,088.75</u>
*** Fund Balance ***		
661-000-390.00	Fund Balance	475,559.60
Total Fund Balance		<u>475,559.60</u>
Beginning Fund Balance		475,559.60
Net of Revenues VS Expenditures		(72,376.64)
Ending Fund Balance		403,182.96
Total Liabilities And Fund Balance		439,271.71

User: TOM DB: Williamston PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET	AVAILABLE BALANCE		
		NORMAL	(ABNORMAL)	NORMAL	(ABNORMAL)		NORMAL (ABNORMAL)	% BDT USED	
Fund 661 - Equipment Fund									
Revenues									
Dept 000 - General Revenues									
661-000-665.01	Interest Income	35.33		2,575.76		75.00	(2,500.76)	3,434.35	
661-000-668.01	Equipment Rental	129,333.24		131,384.45		299,700.00	168,315.55	43.84	
661-000-687.01	Misc Refunds - Ins, Workers Comp, etc	0.00		1,225.54		0.00	(1,225.54)	100.00	
661-000-899.01	Transfer From General Fund	26,000.00		0.00		26,000.00	26,000.00	0.00	
Total Dept 000 - General Revenues		155,368.57		135,185.75		325,775.00	190,589.25	41.50	
TOTAL REVENUES									
		155,368.57		135,185.75		325,775.00	190,589.25	41.50	
Expenditures									
Dept 441 - Department Of Public Works									
661-441-702.00	Salaries & Wages	28,985.66		32,257.18		52,400.00	20,142.82	61.56	
661-441-704.00	Wages-Part Time	57.41		66.33		200.00	133.67	33.17	
661-441-709.00	FICA	2,227.30		2,458.22		4,050.00	1,591.78	60.70	
661-441-710.00	Unemployment	0.00		1.78		10.00	8.22	17.80	
661-441-712.00	Payment in Lieu Of Insurance	241.75		0.00		400.00	400.00	0.00	
661-441-718.00	Insurance Premiums	4,034.16		4,129.69		5,450.00	1,320.31	75.77	
661-441-718.01	HSA Contribution	686.94		900.49		960.00	59.51	93.80	
661-441-724.00	Disability Premiums	139.83		158.95		200.00	41.05	79.48	
661-441-725.00	Retirement	5,145.54		5,882.12		9,750.00	3,867.88	60.33	
661-441-726.00	Workers Compensation	0.00		36.22		750.00	713.78	4.83	
661-441-740.00	Operating Supplies	1,935.76		286.92		13,000.00	12,713.08	2.21	
661-441-745.00	Gasoline / Oil	16,131.45		22,264.64		25,000.00	2,735.36	89.06	
661-441-820.01	Insurance - Liab. / Prop.	12,133.84		12,741.17		12,900.00	158.83	98.77	
661-441-860.00	Travel & Education	0.00		0.00		1,000.00	1,000.00	0.00	
661-441-930.04	Equipment Repair/maint.	37,516.62		46,324.53		55,000.00	8,675.47	84.23	
661-441-940.00	Equipment Rental	109.28		2,720.99		5,000.00	2,279.01	54.42	
Total Dept 441 - Department Of Public Works		109,345.54		130,229.23		186,070.00	55,840.77	69.99	
Dept 537 - Administrative									
661-537-803.00	Contract - Audit	545.87		572.18		575.00	2.82	99.51	
661-537-803.01	Fund Administration	750.00		0.00		1,500.00	1,500.00	0.00	
Total Dept 537 - Administrative		1,295.87		572.18		2,075.00	1,502.82	27.57	
Dept 901 - Capital Outlay									
661-901-970.25	DPW Equipment	0.00		70,794.38		164,000.00	93,205.62	43.17	
Total Dept 901 - Capital Outlay		0.00		70,794.38		164,000.00	93,205.62	43.17	
Dept 906 - Debt Service									
661-906-992.00	Lease Interest	5,966.60		5,966.60		5,150.00	(816.60)	115.86	
Total Dept 906 - Debt Service		5,966.60		5,966.60		5,150.00	(816.60)	115.86	
TOTAL EXPENDITURES									
		116,608.01		207,562.39		357,295.00	149,792.61	58.09	

99.12
93.33

User: TOM
 DB: Williamston
 PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2022		YTD BALANCE 02/28/2023		2022-23 ORIGINAL BUDGET		AVAILABLE BALANCE		% BDT USED
		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)		NORMAL (ABNORMAL)		
Fund 661 - Equipment Fund										
Fund 661 - Equipment Fund:										
TOTAL REVENUES		155,368.57		135,185.75		325,775.00		190,589.25		41.50
TOTAL EXPENDITURES		116,608.01		207,562.39		357,295.00		149,732.61		58.09
NET OF REVENUES & EXPENDITURES		38,760.56		(72,376.64)		(31,520.00)		40,856.64		229.62
TOTAL REVENUES - ALL FUNDS		4,595,738.17		4,490,100.19		6,358,775.00		1,868,674.81		70.61
TOTAL EXPENDITURES - ALL FUNDS		3,627,434.39		3,218,886.64		6,043,865.00		2,824,978.36		53.26
NET OF REVENUES & EXPENDITURES		968,303.78		1,271,213.55		314,910.00		(956,303.55)		403.68

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