

**City of Swartz Creek  
AGENDA**

**(VIRTUAL) Regular Council Meeting, Monday, April 13, 2020, 7:00 P.M.  
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**  
4A. Council Meeting of March 9, 2020 MOTION Pg. 29
5. **APPROVE AGENDA:**  
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**  
6A. City Manager's Report MOTION Pg. 8  
6B. Staff Reports & Meeting Minutes Pg. 33  
6C. Comcast Notice Pg. 56  
6D. Mary Crapo Zoning Petition Pg. 57  
6E. Mary Crapo PILOT Request Pg. 69  
6F. Public Safety Roof Bid Pg. 104  
6G. Sewer Capacity Engineering Proposal Pg. 120  
6H. COVID 19 Materials Pg. 129  
6I. Hometown Days Letter Pg. 135  
6J. Audit Engagement Letter Pg. 136  
6K. Mary Crapo Lease Pg. 144
7. **MEETING OPENED TO THE PUBLIC:**  
7A. General Public Comments
8. **COUNCIL BUSINESS:**  
8A. Mary Crapo Zoning Petition RESO Pg. 21  
8B. Mary Crapo PILOT Request RESO Pg. 23  
8C. Mary Crapo Lease DISCUSSION  
8D. Public Safety Roof Bid RESO Pg. 27  
8E. Sewer Capacity Engineering Proposal RESO Pg. 27  
8F. Fiscal Year 2020 Audit Services RESO Pg. 28
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

**Next Month Calendar**

Zoning Board of Appeals:	Wednesday, April 15, 2020, 6:00 p.m., PDBMB (Cancelled)
Fire Board:	Monday, April 20, 2020, 6:00 p.m., Public Safety Bldg
Metro Police Board:	Wednesday, April 22, 2020, 10:00 a.m., Metro HQ (Cancelled)
City Council:	Monday, April 27, 2020, 7:00 p.m., PDBMB (Virtual)

## **City of Swartz Creek Mission Statement**

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

## **City of Swartz Creek Values**

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

### ***Honesty, Integrity and Fairness***

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

### ***Fiscal Responsibility***

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

### ***Public Service***

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

### ***Embrace Employee Diversity and Employee Contribution, Development and Safety***

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

### ***Expect Excellence***

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

### ***Respect the Dignity of Others***

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

### ***Promote Protective Thinking and Innovative Suggestions***

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

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING ACCESS INSTRUCTIONS  
MONDAY, APRIL 13, 2020, 7:00 P.M.**

The regular virtual meeting of the City of Swartz Creek city council is scheduled for **April 13, 2020** starting at 7:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan's Executive Orders 2020-15 and 2020-21.

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

**Zoom Instructions for Participants**

**To join the conference by phone:**

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

**Before a videoconference:**

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

**To join the videoconference:**

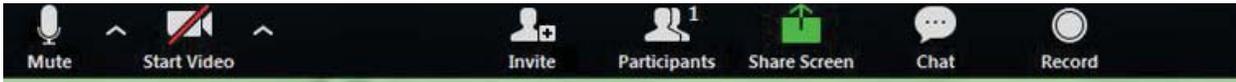
1. At the start time of your meeting, enter the link to join via computer. You may be instructed to download the Zoom application.
2. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

You may also join a meeting without the link by going to [join.zoom.us](https://join.zoom.us) on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

**Connie Olger is inviting you to a scheduled Zoom meeting.**

**Topic: Council Meeting**

**Time: Apr 13, 2020 07:00 PM Eastern Time (US and Canada)**

**Join Zoom Meeting**

**<https://zoom.us/j/141854833>**

**Meeting ID: 141 854 833**

**One tap mobile**

**+19292056099,,141854833# US (New York)**

**+13126266799,,141854833# US (Chicago)**

**Dial by your location**

**+1 929 205 6099 US (New York)**

**+1 312 626 6799 US (Chicago)**

**+1 669 900 6833 US (San Jose)**

**+1 253 215 8782 US**

**+1 301 715 8592 US**

**+1 346 248 7799 US (Houston)**

**Meeting ID: 141 854 833**

**Find your local number: <https://zoom.us/u/aMHJRpi41>**

**If you have any further questions or concern, please contact 810-429-2766 or email [colger@cityofswartzcreek.org](mailto:colger@cityofswartzcreek.org).**

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

**CITY OF SWARTZ CREEK  
VIRTUAL REGULAR CITY COUNCIL MEETING PROTOCOLS  
MONDAY, APRIL 13, 2020, 7:00 P.M.**

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek City Council meetings, Roberts Rules of Order, Executive Order 2020-15 (Virtual Meetings), and the City Council General Operating Procedures. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

**QUORUM OF COUNCIL**

Four members of the Council shall be a quorum for the transaction of business at all Council meetings. In the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date or may compel the attendance of absent members (ref City Charter, Chapter 5, Section 5.5(c))

A majority of the full Council, or a  $\frac{2}{3}$  "super" majority, where required, shall be necessary for the passage of any question before it (i.e. four (4) votes being a majority, or five (5) votes being a "super" majority where required. Ref City Charter Chapter 5, Section 5.12(c)).

Councilmembers shall have the ability to be considered present for the purposes of deliberation and voting with audio capabilities as permitted by Michigan Executive Order 2020-15. They must be present in real time without interruption for the duration of a business item to vote. An uninterrupted quorum must be present for a business item to proceed to a vote.

**MAINTAINING ORDER**

Councilmembers and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of Council.

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

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

The city council members and city manager shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the Zoom application or by dialing \*9 on their phone.

**COUNCILMEMBER'S RIGHT TO SPEAK**

1. Right to Speak - The Mayor, or in his/her absence, the Mayor Pro-Tem, will have the responsibility to recognize a Councilmember's right to speak before the body. Councilmembers shall not be muted during virtual meetings, but they shall verbally or digitally request permission to speak.
2. Discussion - A Councilmember may discuss any one subject in its order on the agenda for a maximum of five (5) minutes. After all Councilmembers who wish to speak have exercised their right to speak on the subject, a Councilmember may be heard a second time for a

maximum of five (5) minutes. With the consent of a majority of Council, a Councilmember may be permitted to speak for a longer period of time.

3. Privilege of Closing Discussion - The Councilmember moving the adoption of an Ordinance or Resolution shall have the privilege of closing the discussion after all Members wishing to speak on the subject have had the opportunity.
4. The City Manager may speak on any subject before Council. He may answer questions about the administration of the municipality or he may ask another administrative officer to answer for him. All questions about internal operation of the municipal corporation shall be directed to the City Manager. The City Manager shall not be muted during virtual meetings, but shall verbally or digitally request permission to speak.
5. Right to Appeal - Councilmembers shall have the right to appeal from a decision of the Chair. A majority of Council will determine the matter.

### **RIGHT TO SPEAK UNINTERRUPTED**

A Member duly recognized shall be allowed to speak on the topic under discussion for the prescribed time and may be interrupted if a point of order is raised. If the Councilmember is judged to be out of order, he must change his remarks or surrender his right to continue speaking.

### **MOTIONS & RESOLUTIONS**

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. The Mayor will assign, by rotation, the reading of motions & resolutions. A Councilmember whom reads/moves for a motion may oppose, argue against or vote no on the motion.

### **PUBLIC ADDRESS OF COUNCIL**

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

1. Each person who wishes to address the Council will be first recognized by the Mayor and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand on the Zoom application or by pressing \*9 on their phone.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the Council, unless special permission is otherwise requested and granted by the Mayor.
6. There shall be no questioning of speakers by the audience; however, the Council, upon recognition of the Mayor, may question the speaker.
7. No one shall be allowed to address the Council more than once unless special permission is requested, and granted by the Mayor.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the Council unless special permission has been requested, and granted by the Mayor.

9. Those addressing the Council shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

#### **VOTING RECORD OF COUNCIL**

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

**City of Swartz Creek**  
**CITY MANAGER'S REPORT**  
Regular Council Meeting of Monday, April 13, 2020 - 7:00 P.M.

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

**FROM:** Adam Zettel, City Manager

**DATE:** April 8, 2019

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## **ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS**

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

We await the filing date for 2020 appeals.

✓ **STREETS** *(See Individual Category)*

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

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

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

✓ **STREET PROJECT UPDATES** *(Update)*

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

As of writing, it appears there WILL be a 2020 construction season, despite COVID 19. Stay tuned.

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

Note that the street work is tied to the USDA projects as well. We will be meeting with the contractor to divide the work scope over two construction seasons. The scope includes a section of Oakview, Chelmsford, and Oxford (including the last small stretch of Winston).

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

✓ **SEWER REHABILITATION PROGRAM** *(Update)*

The city and the contractor put a stop to lining the sewer collectors on the west end of downtown (Fairchild, McLain, Ingalls, Brady, Hayes, and Holland). This work is generally done when homes are empty during the day, to ensure pipe flows are

minimized. Obviously, we cannot accommodate that now with a stay home, stay safe order. We will also be inspecting Don Shenk, which was one of the first lining projects from 2007.

As of writing, there may be an option to conduct this work during the night. Because there is a short shelf life on the materials required for this project, we may need to consider this as the best option to proceed without disrupting folks in the neighborhood more than necessary. I will consult with the city's engineer. If there is not an objection from council after delivery of our findings, we will look to proceed.

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

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

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

✓ **SEWER CAPACITY INITIATIVE (*Business Item*)**

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

I am including Rowe's proposal for design. As noted, we have already invested in auditing capacity and preliminary solution modeling. We are now at the point where we can survey the area and prepare engineering documents that will get us to bid.

The previous report follows:

The capacity study is complete and was included in a prior packet. As expected, we have capacity issues in one of our districts. The impacted district includes Springbrook, parts of downtown and Applecreek. Findings suggest that the capacity is a current issue and will be exacerbated by the apartment expansion.

We will need to increase the pipe diameter for part of that system and/or add a secondary discharge. We met with ROWE to find solutions. I expect this to be a large ticket item, but it needs to be done even without additional changes or additions to the system. Despite the investment needs, I do not believe the community shall need to bond or alter rates, since we have been anticipating such an occurrence.

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

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

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

As of writing, it appears there WILL be a 2020 construction season, despite COVID 19. Stay tuned.

Bids for water main work were included with the street projects for 2020 and 2021. Glaeser Dawes was the low bid. This is the company that completed the first three phases of the street/water main reconstruction projects in the city since 2017.

Bond counsel and other team members have been assembled and we can now begin to proceed with the financial aspects of the project. The public notice regarding our intention to borrow funds was in the February 6<sup>th</sup> Swartz Creek View. We will continue to fulfill USDA requirements and establish construction expectations as we move through winter.

Prior system report findings follow:

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

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

- ✓ **HERITAGE VACANT LOTS** (*No Change of Status*)  
The last of the lots acquired prior to the special assessment have been approved for sale. The city also has two more lots that were acquired through the tax reversion process. At this point the buyer, JW Morgan, has not executed the transaction. The market for Heritage Village is soft. I will allow these instruments to expire, and we can revisit this matter when circumstances change.
  
- ✓ **NEWSLETTER** (*Update*)  
The spring newsletter is out.
  
- ✓ **CONSTRUCTION & DEVELOPMENT UPDATE** (*See Individual Category*)  
This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.
  1. The city submitted another application for **DNR Trust funds for 2021 construction of the Genesee Valley Trail**. The MDOT grant is conditionally awarded. We seek to apply again for the Trust fund grant and combine this with the Safe Routes to School initiative for 2021 construction.
  2. The **raceway has surrendered its 2020 race days due to a lack of beneficial state statutory changes**. They intend to use the site for thoroughbred horse racing, but the clock is running out. They are open to finding additional users for the site to supplement the racing. They are also communicating well in regards to partnering with community groups such as Hometown Days. I find the new owners to be very astute and capable.
  3. (*Update*) Communities First has a purchase option for **Mary Crapo**. The planning commission approved a site plan for the building that includes senior housing (40 units of mixed income). A zoning request is before the city council, along with a payment in lieu of taxes for the project. Lastly, there is a desire to see the remaining green space of about three acres leased by the city for recreational uses.
  4. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Plans have been submitted for work on Syring and Elms School.
  5. (*Update*) **Street repair in 2020** is to include Chelmsford. We have bids to complete the remainder of Winston, some of Oakview, and Oxford Ct. We will be partitioning this between 2020 and 2021. The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022. COVID 19 may put a stop to some or all work efforts.
  6. The **Applecreek Station** development of 48 townhomes is seeking final review by the county. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. If this project occurs in 2019, 2020 DDA revenues will be positively and substantially improved.

7. The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval. This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. A drainage solution has just been approved by the county.
8. The next **Springbrook East** phase is under construction. Underground work is nearly complete. The developer has not been cooperative with installation requirements and inspections. Because much of the infrastructure is to be public, this is creating big problems. We are working on solutions and have been given engineering reports by a third party regarding work completed onsite.

✓ **TRAILS (Update)**

We submitted another grant application to the state DNR this month. We are on track to construct in 2021. Engineering is being completed as we speak. We are still working with the MTA and GM on some easements and permissions. Additional easements are now known to be required from owners of land on Miller Road. We will be reaching out to secure those instruments. Having extra time is now a benefit for these issues.

✓ **REDEVELOPMENT READY COMMUNITIES (Update)**

A development and marketing package has been created for the Lovegrove Building. It is not in its final form. I will look to get this to council and the public when appropriate. Due to the state of things, there is not a rush at the moment. The state is investing a lot of resources to investigate the potential for a transformational project using this building and site. We have been working with quality consultants, owner representatives, and state staff on options. This is a perk of the RRC program. It appears that underwriting the project could also result in funding, in part, by the state.

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

The housing market is not moving in any direction that we can discern. Being a presidential election year, I expect investment to be tepid as the nation awaits results. As such, if we have movement on the lot sales, we will take it. However, I do not see much value in remarketing the properties. The previous report follows.

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

✓ **8002 MILLER (No Change of Status)**

Occupancy of the entire building has been granted. The user is now going to be entering the next phase of rent payment towards the total purchase. I will be engaging them in early 2020 to begin establishing a plan and timeline for transfer of the property.

Note that the proceeds from this lease **MUST** go to offset the cities investment, effectively counting towards the eventual sale price by the user. This closely resembles a land contract. In fact, the city attorney may recommend we proceed directly to a land contract at this point as a means to recognize the current lease and eventually purchase terms.

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

Work is now occurring throughout the district, with mobilization occurring at Syring and the other campuses. I expect to have a school staff representative present at one of our February meetings to give an update on happenings.

The school has placed a construction trailer to oversee this massive set of projects. This is located near the administration building, but away from work efforts, on the property next to the bus garage. Though this is obviously temporary, the project could take a couple years. They are also putting up construction signs at various school sites, including Mary Crapo.

Additional bond work shall continue in 2020 and 2021. It will include all facilities, including athletic facilities at the high school. We expect cooperation and benefit in terms of establishing safer connections for walkers, better land grades (e.g. the football field), and more attractive gateways.

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

The site plan and sale has been approved. We await transfer of the property pending final approval of the condominium documents by the city attorney. The builder has gotten tentative drainage plans approved by Genesee County. As previously noted, this development is a candidate for water and sewer fee waiver incentives. I will have more information soon.

✓ **SPORTS CREEK RACEWAY & GAMING COMMISSION** *(No Change of Status)*

The raceway has surrendered its 2020 race days due to a lack of beneficial state statutory changes. They intend to use the site for thoroughbred horse racing, but the clock is running out. They are open to finding additional users for the site to supplement the racing. The owner is not giving up on the potential for thoroughbred or harness racing, but it is expected that the site will be redeveloped entirely at this point.

✓ **CDBG** *(No Change of Status)*

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

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

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

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

The 2020 census deadline has been extended. The committee is creating alternate plans for their function due to COVID 19 social distancing protocols. They are seeking ways to assist seniors with filling out the forms at a neutral location. Volunteer efforts with high school students have been suspended.

✓ **GIS MAPS (Update)**

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

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

✓ **SHARED SERVICES AGREEMENT-MUNDY TOWNSHIP (No Change of Status)**

Mundy's park will not be completed this year. As such, any need for services is put on hold as it relates to utilizing our labor and maintenance staff/equipment. The previous report follows:

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

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

✓ **DISC GOLF (No Change of Status)**

Some folks walked the newly surveyed property on Bristol Road on February 1<sup>st</sup>. They believe they can install the 18 hole course as previously drawn. Mr. Harris and Mr. Zettel will investigate next steps, including the function of the drain that flows through the site.

In the meantime, it appears that some temporary baskets might be available for a fundraiser event. This could enable a mock setup of the course with some play-through. In addition to raising funds, this would help plan the course and raise some awareness.

✓ **REPUBLIC WASTE SERVICES (Update)**

Republic has had to drastically change their service provisions during the current pandemic. Please see the attached notice. The city has been working with Republic to provide a rotation of dumpsters on city property by the DPW for yard waste depositing. This is not perfect, but it is reliving some stress.

Concerning routine services, Mr. Hicks attended a recent city council meeting, along with an area supervisor. He gave a thorough report to the city council relating to Republic's efforts to increase their service reliability. He indicated that they were addressing the following:

1. Management/leadership role changes
2. Enhanced employee retention with the goal to reduce 30% turnover to less than 10%
3. Surplus driver staffing
4. New equipment acquisitions
5. Designation of Swartz Creek as a "Priority Community"

The council did not request further action at this time. We will look to track the number of service calls moving forward so that we may have a good metric for improvements.

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

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

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

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

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

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

✓ **MARY CRAPO** (*Business Item*)

Communities First has a purchase option for Mary Crapo school and grounds. The intention is to use the building and site for senior housing (40 units of mixed income). They held a workshop on February 19<sup>th</sup> and received feedback. Based upon that meeting, they have modified their plans, removing the zoning request for the south part of the parcel.

The public hearing to amend the zoning and consider the site plan was held by the Planning Commission on March 10<sup>th</sup> at 7pm. The commission recommends approval of the zoning to the city council. The commission approved the site plan, with conditions. For a full copy and review of the site plan by consultants, see the March 10<sup>th</sup> planning commission council packet.

City council approval is still required for zoning change. Of course, the site plan cannot be valid without the zoning change. These items will be up for consideration at the next regular meeting. I am including the consultant review letters and application materials for review. Note that a metes and bounds description of the area is required before any zoning can be amended.

A payment in lieu of taxes (PILOT) is also being requested. A PILOT is a state sanctioned program that enables qualifying housing projects to reduce expenses on taxes while still contributing resources for local government services. In essence, they contributed resources for services based upon rents instead of property value. There is currently one other PILOT in the city, and this applies to the senior housing at Mari Dan Miller Farms. The terms are similar, paying just under 4% of eligible rents.

As of writing, a draft ordinance has been prepared by our city attorney. It is agreeable to the petitioners. I have included this in the packet for review and potential adoption. Communities First did agree to negotiate their percentage rate up to 6% from 4% (10% being the statutory maximum). See the packet of March 9<sup>th</sup> for details on their PILOT application and state enabling legislation excerpts.

Lastly, the developer is offering a lease to the city. This is hot off the press, Thursday, and follows the removal of the south half of the site from their previous development plans. Throughout this process, it has been made known that many area residents wish to keep the open areas open, with the potential for enhanced recreation. This is, of course, a tough decision.

While the maintenance and improvement of a recreational area in downtown has many intrinsic benefits, there are costs and limits as indicated in the lease mark up. I am including this in the packet for discussion. In concept, a long term lease can make much sense to preserve this feature and make enhancements. However, the developer is limiting options for use and creating some uncertainty with the limits on lease rights. There is also the ever-present matter of providing resources to maintain such a feature. I am working with the school to see if they are interested in an up-front and/or annual contribution to the ball field and open space.

Note that this matter must be considered separate from the site plan and zoning. Tying the lease to the city as a stakeholder to the development holds the appearance of an 'exaction' of zoning. We cannot hold such conditions. Suffice it to say, the zoning and site plan are limited to their 2.2 acres and no entitlements or rights extend to the area in question for development.

So, the real issue is, do we seek a recreation/open space area to be held in public trust (at the city's cost), or do we enable the developer to own it for their use.

✓ **FIRE HALL ROOF** (*Business Item*)

The emergency repairs to the public safety building were completed, but that is not a permanent solution. The shingles, as installed, are insufficient to prevent further costly leaks. Mr. Harris has prepared bid specifications and solicited sealed bids for this project. We strongly recommend the work be completed as soon as possible, despite this not being in the current budget.

Bids were opened during a virtual public meeting on April 7<sup>th</sup>. The low bid is from Lockhart Roofing in the amount of \$49,960. Mr. Harris has reviewed the bids and recommends approval of Lockhart. His letter and a resolution are included in the packet. This was not a budgeted item, so an amendment will be required.

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

✓ **MONTHLY REPORTS** (*Update*)

There are some routine reports included for your information.

✓ **HOMETOWN DAYS LETTER** (*Update*)

Their committee has not cancelled Hometown Days yet. Their letter indicating their position is included.

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

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

The Planning Commission met on March 10<sup>th</sup>. The meeting focused on Mary Crapo. There was public comment related to the zoning request for Mary Crapo. This included only the 2.2 acres of the 5 acre site that are related to the senior apartment site plan. This includes the existing school, a small expansion, and related parking areas.

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

Their next meeting is scheduled for April 7<sup>th</sup>. This is likely to be cancelled due to COVID 19 mitigation.

✓ **DOWNTOWN DEVELOPMENT AUTHORITY** (*No Change of Status*)

The DDA met on March 12. There was not a quorum. Attendance is becoming a notable issue with this board.

Those present discussed plans for Family Movie Night and the potential for a micro-grant that could provide amenities in the downtown, such as benches, bike racks, and similar features.

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

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

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

The Park Board met on March 4th. There was quorum, including two new members (Mr. Hicks and Mr. Gonyea). The board discussed routine upkeep of picnic tables and grills, the Elms trail loop, the potential for recreation at Mary Crapo, and the slip and slide (7/25 from 12pm-3pm).

Some items were noted for spring efforts, including the removal of old bollards for parking at Abrams, the removal of old pieces of exercise trail equipment at Abrams, and the potential for the filling of low spots at Elms.

The next meeting is scheduled for April 1, 2020 at 5:30pm. This is likely to be cancelled due to COVID 19 mitigation. At the next meeting, the board will be reviewing the five year plan for 2020 initiatives. We also hope to be able to move forward with disc golf.

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

The BoR met the week of March 16th and had forty-one petitions, ten disabled veteran exemptions and a few clerical issues and late personable property exemptions.

## **NEW BUSINESS / PROJECTED ISSUES & PROJECTS**

✓ **COVID 19** *(Update)*

The COVID 19 virus is having a substantial impact on our world. Mitigation measures aimed are slowing the virus and reducing its overall impact are relatively profound. These include the 'stay home, stay safe' orders, closure of many private and public services, and rigorous social distancing/hygiene measures.

At the local level, we are not the authority on the virus or public health in general. We are also not directly involved in service provision related to this situation. However, we do provide essential services that the public relies on, and we are an employer. As such, we have engaged our own set of local mitigation measures for our staff and public protection. I am including our most updated notice in the packet.

As of writing, the city has not declared a state of emergency. Our resources are sufficient to provide the services we are able to provide at this time.

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

We can expect revenue hits. The economy is taking a remarkable beating. This will result in hardships for the residents, businesses, and other service providers. We can expect

reduced state general revenue sharing, Act 51 street revenues sharing, and property values. We can also expect late utility/tax payments, foreclosures, and building activities. We are already placing a more critical eye on our expenses.

Lastly, it is likely we will see a slowdown in federal, state, and local processes related to our projects. This could slow, postpone, or even cancel private and public works. We are working with the USDA and our local contractor regarding the water main and street projects for 2020. This is an area of uncertainty for many reasons. It appears we can maintain the 2020 construction season, but this is day-to-day. We will likely see a stall or cancellation of private projects, such as Applecreek.

I am attaching some information that pertains to COVID 19 and city operations in the packet.

As of Thursday, the governor has apparently declared landscaping unessential. I am writing this as I research and have not discovered the instrument that accomplishes this (though it is widely reported among local news). This could be a problem in the near term and long term for the city. A core landscaping function that many homes, associations, apartment complexes, and businesses rely on is lawn mowing.

Our community maintains high standards for mowing to reduce the amount of airborne pollen that is known to contribute to asthma and allergies. With COVID 19 known to impact areas of higher airborne content, this appears a short term risk. Of course, if lawns cannot be mowed, we would expect an influx of rodents and related problems in the longer term. Lastly, we cannot maintain usable parks without lawn care.

Some additional guidance on the matter, as reported by TV 4 Detroit indicates that Gov. Whitmer affirmed that landscaping activities were non-essential, "except if the service is necessary to maintain and improve safety, sanitation and essential operations of a residents." I will look into the matter more over the weekend. I think it is appropriate that our council make a finding concerning the essential nature of lawnmowing. I will look to bring this up during my report.

✓ **AUDITING PROFESSIONAL SERVICE ENGAGEMENT LETTER (*Business Item*)**

I have included a letter of engagement from our auditor. The city has been using Plante Moran to complete municipal audits since a request for proposals was completed in 2012. Apparently, the city had some issues with their auditor at that time. Obviously, the city chose Plante Moran, and a five year agreement for professional services was entered into.

Since that time, they have been retained on a yearly basis. There was discussion in 2019 about rebidding the service for an auditing firm. This came about because of potential changes with Metro Police Authority and Mundy Township (who also uses Plante Moran). There was not an appetite to do so at that time, for Mundy or our community. As such, and especially under the current circumstances, we are presenting an engagement letter for our upcoming audit, for fiscal year ending June 30, 2020.

Based upon my experience and the recommendation of staff (current and prior staff members), Plante Moran does an outstanding job with the audits and with support during the rest of the year. We are very pleased with them. The engagement letter is attached. I have included a resolution to proceed with approval and execution.

**Council Questions, Inquiries, Requests, Comments, and Notes**

*Closed Session Minutes:* Due to complications with reviewing and potentially discussing closed session minutes in a virtual meeting, we are delaying this item until we can convene in person or until we have more confidence in the new virtual protocols.

*Yarmy Drive:* There was a gas leak detected on Wednesday. Consumers was onsite by Thursday. A road break was required.

**City of Swartz Creek  
RESOLUTIONS  
(Virtual) Regular Council Meeting, Monday, April 13, 2020, 7:00 P.M.**

**Resolution No. 200413-4A                    MINUTES – March 9, 2020**

Motion by Councilmember: \_\_\_\_\_

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, March 9, 2020, to be circulated and placed on file.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200413-5A                    AGENDA APPROVAL**

Motion by Councilmember: \_\_\_\_\_

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

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200413-6A                    CITY MANAGER’S REPORT**

Motion by Councilmember: \_\_\_\_\_

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

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200413-8A                    A RESOLUTION TO APPROVE ORDINANCE 447 TO  
AMEND THE ZONING MAP AS IT RELATES TO 2.2  
ACRES OF 8197 MILLER ROAD**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, a land owner has petitioned the city to zone 2.2 acres of a parcel of land in the Downtown Residential District (R-3) to Multiple Family (RM-1), and;

**WHEREAS**, the petition to rezone has been reviewed by the city’s planning consultant, and the planning commission as it relates to master plan objectives, future land use map, and zoning ordinance requirements; and,

**WHEREAS**, the planning commission, subsequent to a public hearing on March 10, 2020, in reviewing the criteria in Zoning Ordinance Section 24.04, found the proposed zoning ordinance map amendment for the conversion of 2.2 acres of 8197 Miller Road to RM-1 to meet the intent of the master plan and zoning amendment criteria.

**THEREFORE, I MOVE** the City of Swartz Creek ordains:

**ORDINANCE NO. 447**

**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF SWARTZ CREEK TO BRING SAID ORDINANCE INTO COMPLIANCE WITH THE MICHIGAN ZONING ENABLING ACT, ACT 110 OF THE PUBLIC ACTS OF 2006, AS AMENDED; TO AMEND THE ZONING MAP.**

**THE CITY OF SWARTZ CREEK ORDAINS:**

**Section 1. Amendment of the Zoning Map of the City of Swartz Creek.**

The official Zoning Map of the city shall be amended to reflect Neighborhood Business District (NBD) zoning for property identified as:

**ENTER LEGAL DESCRIPTION - REQUIRED (2.2 acres as partitioned in the site plan dated March 3, 2020 of 8118 Miller Road, parcel number 58-02-526-027)**

**Section 2. Penalties; Sanctions.**

Any person who violates any provision of this Ordinance is subject to the penalties and sanctions provided for in Article 32 of the Zoning Ordinance.

**Section 3. Effective Date.**

This ordinance shall be effective 20 days after publication.

At a regular meeting of the City Council of the City of Swartz Creek held on April 13, 2020, adoption of the foregoing ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
David Krueger  
Mayor

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 447 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on April 13, 2020.

\_\_\_\_\_  
Connie Olger, City Clerk

Publish Date: \_\_\_\_\_  
Swartz Creek View

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200413-8B**

**A RESOLUTION TO APPROVE ORDINANCE 448 TO PROVIDE FOR A PAYMENT IN LIEU OF TAXES FOR SENIOR HOUSING LOCATED AT 8197 MILLER ROAD**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, a land owner has petitioned to develop 40 senior apartments in the Mary Crapo School as part of a redevelopment project, and;

**WHEREAS**, the City Council recognizes the importance of providing housing for elder populations, preserving historical buildings, and ensuring housing for a mixture of incomes in the senior population; and,

**WHEREAS**, a payment in lieu of taxes will enable payments for public services based upon the controlled rents, instead of the value of the property investment.

**THEREFORE, I MOVE** the City of Swartz Creek ordains:

**ORDINANCE NO. 448**

An Ordinance to provide for a service charge in lieu of taxes for a housing development for adults aged 55 and older to be financed with a federally aided mortgage loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (PA 346, as amended; MCL 125.1401, Et Seq.) (The "ACT"). This Ordinance amends Chapter 17 by adding Article III.

THE CITY OF SWARTZ CREEK ORDAINS:

**Sec. 17-28.**

This ordinance shall be known and cited as the City of Swartz Creek Tax Exemption Ordinance – Mary Crapo Development

## Sec. 17-28. Preamble

The City acknowledges that the state housing development authority (the "Authority") has offered, subject to the authority's ability to obtain sufficient federal subsidies, to sell housing development bonds at favorable rates and satisfactory completion by the sponsor of the authority's underwriting standards and procedures, to finance a housing development, of which certain portions will be for elderly persons.

The portions are on certain property described as:

[Enter legal description-Required] in the City to serve persons aged 55 and older, and that Communities First, Inc. (the "Sponsor") has offered to pay the City on account of the housing development, an annual service charge for public services in lieu of all taxes on the elderly portions, not to exceed 100 living units, of the housing development.

## Sec. 17-29. Definitions

For the purpose of this Ordinance, the following words, terms or phrases shall have the meanings as contained in this section, except where the context clearly indicates a different meaning:

**Annual Shelter Rent** means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing development representing rent or occupancy charges exclusive of Utilities.

**Authority** means the Michigan State Housing Development Authority

**LIHTC Program** means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

**Qualified Tenants** means persons aged 55 and older eligible to move into the housing development.

**Mortgage Loan** means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing development, and secured by a mortgage on the housing development.

**Sponsor** means Communities First Inc. and any entity that receives or assumes a Mortgage Loan.

**Utilities** mean charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing development.

## Sec. 17-30. Class of Housing Developments

It is determined that the class of housing developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing

developments for Qualified Tenants that are financed with a Mortgage Loan. It is further determined that the Mary Crapo Development is of this class.

**Sec. 17-31. Establishment of Annual Service Charge.**

The housing development identified as the Mary Crapo Development and the property on which it will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing development in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing development for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate, construct and operate the housing development, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to six percent (6%) of the Annual Shelter Rents actually collected by the housing development during each operating year.

**Sec. 17-32. Contractual Effect of Ordinance.**

Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. This Ordinance is referenced as the Projected Ordinance in the Lease Agreement executed between the Sponsor and the City

**Sec. 17-33. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing development that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing development if the housing development were not tax exempt.

**Sec. 17-34. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before May 1 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1 et seq.).

**Sec. 17-35. Duration.**

This Ordinance shall remain in effect and shall not terminate for so long as a Mortgage Loan remains outstanding and unpaid and the housing development remains subject to income and rent restrictions under the LIHTC Program.

**Sec. 17-36. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provisions of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

**Sec. 17-38. Effective Date.**

This Ordinance shall take effect twenty (20) days following publication.

At a regular meeting of the City Council of Swartz Creek held on the 13th day of April, 2020, \_\_\_\_\_ moved for adoption of the foregoing ordinance and \_\_\_\_\_ supported the motion.

Voting for:

Voting against:

The Mayor declared the ordinance adopted.

\_\_\_\_\_  
David Krueger  
Mayor

\_\_\_\_\_  
Connie Eskew  
Clerk

**CERTIFICATION**

The foregoing is a true copy of Ordinance No. 448 which was enacted by the City Council of the City of Swartz Creek at a regular meeting held on April 13, 2020.

\_\_\_\_\_  
Connie Olger, City Clerk

Publish Date: \_\_\_\_\_  
Swartz Creek View

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200413-8D**

**A RESOLUTION TO APPROVE THE LOW BID FOR REHABILITATION AND REPLACEMENT OF THE PUBLIC SAFETY BUILDING ROOF**

**WHEREAS**, the City of Swartz Creek sought sealed bids for the replacement of the public safety building roof, including rehabilitation of certain structural elements; and

**WHEREAS**, Lockhart Roofing was found to be the responsible low bidder out of five submitted bids.

**NOW, THEREFORE, BE IT RESOLVED**, the City of Swartz Creek accept the low bid of \$49,690, plus contingencies for siding and related work per the specifications set forth in the bid package, and award the work to Lockhart Roofing of Flint, Michigan, with the stipulation that Lockhart Roofing enter into a contractor’s agreement with the City.

**BE IT FURTHER RESOLVED**, the City of Swartz Creek City Council direct the City Treasurer to amend the General Fund budget and appropriate funds accordingly.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**Resolution No. 200143-8E**

**RESOLUTION TO APPROVE DISTRICT 3 SURVEY AND PRELIMINARY ENGINEERING**

Motion by Councilmember: \_\_\_\_\_

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** the City of Swartz Creek hereby approves the proposal from Rowe Professional Services Company, dated March 18, 2020, in the amount of \$33,350, funds to be appropriated to the Sewer 591 fund.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES ENGAGEMENT LETTERS FOR GENERAL AND ACT 51 AUDIT SERVICES**

Motion by Councilmember: \_\_\_\_\_

**WHEREAS**, Section 8.13 of the City Charter requires an audit of all accounts of the city government; and

**WHEREAS**, the city desires an independent and professional audit of financial statements in compliance with accounting principles generally accepted in the United States of America (GAAP); and

**WHEREAS**, independent auditors, Plante Moran, PLLC, chosen by the city per a qualified bidding selection process, have submitted an engagement letter, dated March 16, 2020, to perform auditing services related to the city’s general fund, public utilities, enterprise accounts, Downtown Development Authority, and Act 51 monies,

**NOW, THEREFORE BE IT RESOLVED** that the City of Swartz Creek City Council accepts the engagement letter for general audit services, as submitted by Plante Moran, PLLC, in the amount of \$29,450 plus incidental hourly fees for noted and related services.

**BE IT FURTHER RESOLVED** that the City of Swartz Creek directs the Treasurer to apportion expenses to city funds at her discretion.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Manager to execute said engagement letter on behalf of the city.

Second by Councilmember: \_\_\_\_\_

Voting For: \_\_\_\_\_

Voting Against: \_\_\_\_\_

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF THE REGULAR COUNCIL MEETING  
DATE 03/23/2020**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger.

Others Present: Lania Rocha, Bob Plumb, Steve Shumaker, Tommy Butler, Erik Jamison, Faye Root, Andy Harris, Jim Barclay, Metro PD Chief Bade.

**APPROVAL OF MINUTES**

**Resolution No. 200323-01** **(Carried)**

Motion by Councilmember Root  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday March 09, 2020 to be circulated and placed on file.

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

**APPROVAL OF AGENDA**

**Resolution No. 200323-02** **(Carried)**

Motion by Councilmember Cramer  
Second by Councilmember Farmer

**I Move** the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of March 23, 2020, to be circulated and placed on file.

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

## **CITY MANAGER'S REPORT**

### **Resolution No. 200323-03**

**(Carried)**

Motion by Councilmember Farmer  
Second by Councilmember Gilbert

**I Move** the Swartz Creek City Council accept the City Manager's Report of March 23, 2020, including reports and communications to be circulated and placed on file.

Discussion Ensued.

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

### **MEETING OPENED TO THE PUBLIC:**

None.

### **COUNCIL BUSINESS:**

#### **RESOLUTION TO APPROVE AN AGREEMENT WITH THE METRO POLICE AUTHORITY OF GENESEE COUNTY TO OUTLINE TERMS AND CONDITIONS OF THE OPERATION AND ENFORCEMENT OF PARKING AND OTHER CODE MATTERS**

### **Resolution No. 200323-04**

**(Carried)**

Motion by Councilmember Hicks  
Second by Councilmember Cramer

Discussion Ensued.

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

#### **RESOLUTION TO APPROVE AN AGREEMENT TO AUDIT AND CONVERT MUNICIPAL LIGHTING FROM CONVENTIONAL TO LED**

### **Resolution No. 200323-05**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Mayor Pro Tem Pinkston

Discussion Ensued.

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

**RESOLUTION TO APPROVE THE QUALIFYING LOW BID FOR IMPROVEMENTS  
TO 8002 MILLER ROAD**

**Resolution No. 200323-06**

**(Carried)**

Motion by Mayor Pro Tem Pinkston  
Second by Councilmember Cramer  
Discussion Ensued.

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

**RESOLUTION TO APPROVE THE RELEASE OF BIDS FOR THE MILLER ROAD  
STREETSCAPE AND HOLLAND SQUARE IMPROVEMENTS**

**Resolution No. 200323-07**

**(Carried)**

Motion by Councilmember Root  
Second by Councilmember Cramer  
  
Discussion Ensued.

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

**MEETING OPENED TO THE PUBLIC:**

None.

**REMARKS BY COUNCILMEMBERS:**

**ADJOURNMENT**

**Resolution No. 200323-08**

**(Carried)**

Motion by Councilmember Gilbert  
Second by Councilmember Cramer

**I Move** the Swartz Creek City Council adjourn the regular meeting at 8:04 p.m.

Unanimous Voice Vote.

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**David A. Krueger, Mayor**

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**Connie Olger, City Clerk**

# City of Swartz Creek Building Permit List

2020

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
<b>Building</b>							
PB2000011	03/17/20	Jerry's Manufactured Home Rer	(810) 893 4792	58-35-776-011	\$0	11 KINGSLEY	48473-Mobile Home
PB2000012	03/24/20	HELINSKI, GREGORY & JILL		58-03-531-012	\$0	9286 ETON CT	48473-Roofing
PB2000013	03/24/20	Midwest Landscape Group		58-02-100-006	\$0	1 DRAGON DRIVE	48473 School Project
<b>Total: 3 Permits</b>					<b>Value: \$0</b>	<b>Fee Total: \$485.00</b>	<b>Total Number of Dwelling Units 0</b>
<b>Electrical</b>							
PE2000013	03/03/20	LJ Electric LLC	(810) 644 7769	58-03-531-009	\$0	9262 ETON CT	48473-Electrical
PE2000014	03/04/20	Nuechterlein Electric	(989) 652 2431	58-02-503-037	\$0	8354 CAPPY LN	48473-Electrical
PE2000015	03/05/20	Meekhof Electric, Inc.	(616) 885 4781	58-35-576-043	\$0	8024 MILLER RD	48473-Electrical
PE2000016	03/16/20	Matthew Robinson	(810) 768 3212	58-02-503-007	\$0	5228 DON SHENK DR	48473-Electrical
PE2000017	03/16/20	RWL Sign	(269) 372 3629	58-35-776-073	\$0	73 ASHLEY CIR	48473-Electrical
<b>Total: 5 Permits</b>					<b>Value: \$0</b>	<b>Fee Total: \$1,211.00</b>	<b>Total Number of Dwelling Units 0</b>
<b>Mechanical</b>							
PM2000009	03/04/20	Bradow Contracting LLC	(810) 691 0383	58-02-526-042	\$0	5125 MC LAIN ST	48473-Mechanical
PM2000010	03/02/20	BLUE FLAME HTG & CLG	(810) 238 1650	58-02-100-003	\$0	8541 MILLER RD	48473-Mechanical
PM2000011	03/03/20	Goyette Mechanical	(810) 742 8530	58-36-526-062	\$0	7085 BRISTOL RD	48473-Mechanical
PM2000012	03/03/20	Sherman Heating & Cooling	(810) 630 6032	58-01-100-047	\$0	8021 MILLER RD	48473 Mechanical
PM2000013	03/03/20	LJ Electric LLC	(810) 644 7769	58-03-531-009	\$0	9262 ETON CT	48473-Mechanical
PM2000014	03/10/20	Holland Heating & Cooling	(810) 653 4328	58-03-534-044	\$0	9244 JILL MARIE LN	48473-Mechanical
PM2000015	03/10/20	WILLIAM E. WALTER, INC.	(810) 232 0740	58-02-503-037	\$0	8354 CAPPY LN	48473-Mechanical

# City of Swartz Creek Building Permit List

2020

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
PM200016	03/10/20	S&Z Sheetmetal, Inc.	(810) 230 0200	58-02-503-037	\$0	8354 CAPPY LN	48473-Mechanical
PM200017	03/10/20	S&Z Sheetmetal, Inc.	(810) 230 0200	58-02-100-006	\$0	1 DRAGON DRIVE	48473 Mechanical
PM200018	03/10/20	First Choice Htg & Clg LLC	(810) 750 8100	58-03-580-009	\$0	5372 WINSHALL DR	48473-Mechanical
PM200019	03/17/20	Jerry's Manufactured Home Rer	(810) 893 4792	58-35-776-011	\$0	11 KINGSLEY	48473-Mechanical
PM200020	03/12/20	Capitol Supply & Service	(810) 785 4785	58-35-776-104	\$0	104 ASHLEY CIR	48473-Mechanical
PM200021	03/23/20	William Tanner	(810) 238 9333	58-02-100-006	\$0	1 DRAGON DRIVE	48473 Mechanical
<b>Total: 13 Permits Value: \$0</b>					<b>Fee Total: \$3,145.00</b>	<b>Total Number of Dwelling Units 0</b>	
<b>Plumbing</b>							
PP200004	03/10/20	WILLIAM E. WALTER, INC.	(810) 232 7459	58-02-503-037	\$0	8354 CAPPY LN	48473-Plumbing
PP200005	03/10/20	Raymond Delbridge	(810) 238 9333	58-02-100-006	\$0	1 DRAGON DRIVE	48473 Plumbing
PP200006	03/17/20	Jerry's Manufactured Home Rer	(810) 893 4792	58-35-776-011	\$0	11 KINGSLEY	48473-Plumbing
<b>Total: 3 Permits Value: \$0</b>					<b>Fee Total: \$1,207.00</b>	<b>Total Number of Dwelling Units 0</b>	
<b>Permit Total: 24</b>					<b>Value: \$0</b>	<b>Fee Total: \$6,048.00</b>	

Permit.DateIssued Between 3/1/2020 12:00:00  
AM AND 3/31/2020 11:59:59 PM

# Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
6376 MILLER RD	58-31-100-022	Site Inspection	03/02/2020	03/02/2020	Violation(s)
7025 YARMY DR	58-36-526-023	Initial	03/04/2020	03/04/2020	Violation(s)
5125 MC LAIN ST	58-02-526-042	Rough	03/05/2020	03/05/2020	Approved
9061 MILLER RD	58-03-200-003	Final	03/05/2020	03/05/2020	Approved
5153 OAKVIEW DR	58-02-501-099	Status	03/09/2020	03/09/2020	No Change
5228 DON SHENK DR	58-02-503-007	Final	03/09/2020	03/09/2020	Approved
5125 MC LAIN ST	58-02-526-042	Rough	03/09/2020	03/09/2020	Disapproved
9061 MILLER RD	58-03-200-003	Final	03/09/2020	03/09/2020	Approved
4301 ELMS RD	58-31-551-006	Ordinance	03/16/2020	03/16/2020	Violation(s)
7503 GROVE ST	58-01-100-012	Final	03/16/2020	03/16/2020	Approved
5329 OAKVIEW DR	58-03-532-036	Service	03/17/2020	03/17/2020	Approved
3259 ELMS RD	58-30-300-001	Rough Framing	03/17/2020	03/17/2020	Approved
3259 ELMS RD	58-30-300-001	Rough Framing	03/17/2020	03/17/2020	Approved
11 KINGSLEY	58-35-776-011	Footing	03/19/2020	03/19/2020	Approved

**Inspections: 14**

Population: All Records

Inspection.DateTimeScheduled Between 3/1/2020 12:00:00 AM AND 3/31/2020 11:59:59 PM

# Certificates With Inspections

04/01/2020

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
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Record Count: 0

CPopulation: All Records

Certificate.DateIssued Between 3/1/2020 12:00:00 AM

AND 3/31/2020 11:59:59 PM

# Enforcements By Category

04/01/20

## BLIGHT

Enforcement Number	Address	Status	Filed	Closed
E20-003	4301 ELMS RD	Violation	03/12/20	

**Total Entries: 1**

## OCCUPANCY

Enforcement Number	Address	Status	Filed	Closed
E20-002	6376 MILLER RD	Violation	03/02/20	

**Total Entries: 1**

**Total Records: 2**

Population: All Records  
Enforcement.DateFiled Between 3/1/2020 12:00:00 AM AND 3/31/2020 11:59:59 PM

**Public Works**  
**Monthly Work Orders**

04/02/20

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
20-000001 COMPLETED	LI10-004268-0000-01	WOODSIDE BUILDERS 4268 LINDSEY DR	03/18/20 03/18/20	SET DUMMY METER
20-000021 COMPLETED	FA10-005086-0000-03	OSIKA, SETH 5086 FAIRCHILD ST	03/20/20 03/20/20	WATER LEAK
20-000022 COMPLETED	CO10-004468-0000-01	HAMMOND, LAUREL L 4468 COLONY CT	03/25/20 03/25/20	WATER LEAK
BXRP20-0182 COMPLETED	YA10-007006-0000-02	KEELEY, GUY 7006 YARMY DR	03/06/20 03/06/20	CURB BOX REPAIR
BXRP20-0183 COMPLETED	MY10-004306-0000-01	SALE, DAVID 4306 MAYA LN	03/27/20 03/27/20	CURB BOX REPAIR
FLAG20-0219 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/10/20 03/11/20	LOWER/RAISE FLAG
FNRD20-1715 COMPLETED	LI10-004265-0000-05	G & S NEMER PROPERTIES LLC 4265 LINDSEY DR	03/02/20 03/02/20	FINAL READ
FNRD20-1716 COMPLETED	CE10-009281-0000-02	BOSTON, JASON 9281 CEDAR CREEK CT	03/10/20 03/10/20	FINAL READ
FNRD20-1717 COMPLETED	MO10-005044-0000-10	DMZ PROPERTIES LLC 5044 MORRISH RD	03/02/20 03/02/20	FINAL READ
FNRD20-1718 COMPLETED	BR20-007133-0000-17	ROOT, ROBERT 7133 BRISTOL RD	03/10/20 03/10/20	FINAL READ
FNRD20-1719 COMPLETED	MI10-008408-0000-04	TREMBLAY, MARTHA 8408 MILLER RD	03/10/20 03/10/20	FINAL READ
FNRD20-1720 COMPLETED	SE20-005173-0000-03	CARLSON, AMANDA 5173 SEYMOUR RD	03/11/20 03/11/20	FINAL READ
FNRD20-1721 COMPLETED	BR20-006189-0000-05	ADW ENTERPRISE 6189 BRISTOL RD	03/12/20 03/12/20	FINAL READ
FNRD20-1722 COMPLETED	SC20-005119-0000-06	JONES, ROXANN 5119 SCHOOL ST	03/16/20 03/16/20	FINAL READ
FNRD20-1723 COMPLETED	CE10-009279-0000-09	DIXON, MARIA 9279 CEDAR CREEK CT	03/31/20 03/31/20	FINAL READ
FNRD20-1724 COMPLETED	FI10-005031-0000-04	REEVES, THOMAS 5031 FIRST ST	03/31/20 03/31/20	FINAL READ
GWO20-0565 COMPLETED	CA10-008336-0000-01	SWARTZ CREEK SCHOOLS- WAREHO 8336 CAPPY LN	03/05/20 03/11/20	GENERIC WORK ORDEI
GWO20-0566 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/09/20 03/09/20	GENERIC WORK ORDEI
GWO20-0567 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	03/11/20 03/11/20	GENERIC WORK ORDEI
GWO20-0568 COMPLETED	JE10-004147-0000-02	COBB, RYAN 4147 JENNIE LN	03/10/20 03/12/20	GENERIC WORK ORDEI

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MTRP10-0247 Completed	MO10-005099-0000-01	OBRIEN GARAGE 5099 MORRISH RD	03/24/20 03/24/10	METER REPAIR
MTRP20-0587 COMPLETED	DO10-005228-0000-01	DUFORT, DOUG 5228 DON SHENK DR	03/05/20 03/05/20	METER REPAIR
MTRP20-0588 CANCELLED	DR10-000001-0000-01	HIGH SCHOOL, SWARTZ CREEK 1 DRAGON DR	03/17/20 03/17/20	METER REPAIR
MTRP20-0589	BR10-005075-00B1-02	EQUITY TRUST CUST. FBO GEORGIO 5075 BRADY # B1 AVE	03/20/20	METER REPAIR
MTRP20-0590	CH30-007563-0000-02	JOHNSTON, JENNIFER 7563 CHURCH ST	03/20/20	METER REPAIR
MTRP20-0591	MI10-008179-0000-04	SEBOK, LINDA 8179 MILLER RD	03/20/20	METER REPAIR
MTRP20-0592	PA10-007112-0000-06	MCFARLANE, KEELY 7112 PARK RIDGE PKY	03/20/20	METER REPAIR
MTRP20-0593	SI10-004176-0000-01	SAMPLES, CLARENCE 4176 SILVER MAPLE LN	03/20/20	METER REPAIR
MTRP20-0594	CH10-009143-0000-01	PRICE, DAVID 9143 CHELMSFORD DR	03/20/20	METER REPAIR
MTRP20-0595	GR10-005173-0000-04	MATOSZ, MICHAEL 5173 GREENLEAF DR	03/20/20	METER REPAIR
MTRP20-0597	AU10-006365-0000-01	WEDEL, RALPH & WALTER 6365 AUGUSTA ST	03/20/20	METER REPAIR
READ19-0760	JE10-004074-0000-01	PENCE, JAMES F 4074 JENNIE LN	03/20/20	METER REPAIR
READ20-0780 COMPLETED	MO10-005044-0000-10	DMZ PROPERTIES LLC 5044 MORRISH RD	03/03/20 03/03/20	READ METER
READ20-0781 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	03/05/20 03/05/20	READ METER
READ20-0784 COMPLETED	DO10-005374-0000-03	BUTLER, SEAN 5374 DON SHENK DR	03/20/20 03/20/20	READ METER
READ20-0785 COMPLETED	JI10-009259-0000-01	KOCH, PATRICIA 9259 JILL MARIE LN	03/20/20 03/20/20	READ METER
READ20-0786 COMPLETED	WO10-005169-0000-01	CORWIN, RUSSELL 5169 WORCHESTER DR	03/20/20 03/20/20	READ METER
READ20-0787 COMPLETED	MC10-005086-0000-02	LITWIN, KYLE 5086 MC LAIN ST	03/20/20 03/20/20	READ METER
READ20-0788 COMPLETED	SE10-005021-0000-03	ROYALTY REAL ESTATE 5021 SECOND ST	03/20/20 03/20/20	READ METER
SETM20-0092	LI10-004268-0000-01	WOODSIDE BUILDERS 4268 LINDSEY DR	03/25/20	SET METER
WOFF20-2344 COMPLETED	DO10-005228-0000-01	DUFORT, DOUG 5228 DON SHENK DR	03/10/20 03/10/20	WATER TURN OFF
WOFF20-2345	CH20-009211-0000-07	PULLEY, AMANDA	03/10/20	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		9211 CHESTERFIELD DR	03/10/20	
WOFF20-2346	RA10-004525-0000-02	ALEXANDER, BRIAN	03/10/20	WATER TURN OFF
COMPLETED		4525 RAUBINGER RD	03/10/20	
WOFF20-2347	BI10-005238-0000-02	REO TRUST 2017-RPL1	03/17/20	WATER TURN OFF
COMPLETED		5238 BIRCHCREST DR	03/17/20	
WOFF20-2348	DU10-005208-0000-02	TANNER, BRANDON	03/16/20	WATER TURN OFF
COMPLETED		5208 DURWOOD DR	03/16/20	
WOFF20-2349	EL10-003493-0000-08	SPALDING, MICHELLE	03/16/20	WATER TURN OFF
CANCELLED		3493 ELMS RD	03/16/20	
WOFF20-2350	GR20-007445-0000-06	GROVE STREET WEST	03/16/20	WATER TURN OFF
CANCELLED		7445 GROVE ST	03/16/20	
WTON20-1355	DO10-005228-0000-01	DUFORT, DOUG	03/10/20	WATER TURN ON
COMPLETED		5228 DON SHENK DR	03/10/20	
WTON20-1356	RA10-004525-0000-02	ALEXANDER, BRIAN	03/10/20	WATER TURN ON
COMPLETED		4525 RAUBINGER RD	03/10/20	
WTON20-1357	BI10-005238-0000-02	REO TRUST 2017-RPL1	03/16/20	WATER TURN ON
COMPLETED		5238 BIRCHCREST DR	03/16/20	
WTON20-1358	DU10-005208-0000-02	TANNER, BRANDON	03/17/20	WATER TURN ON
COMPLETED		5208 DURWOOD DR	03/17/20	
WTON20-1359	CH20-009211-0000-07	PULLEY, AMANDA	03/11/20	WATER TURN ON
COMPLETED		9211 CHESTERFIELD DR	03/11/20	

Total Records: 52

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Report Generated: 4/2/2020 3:59 PM  
Report Options: Scheduled From: 3/1/2020 To: 3/31/2020

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## DPS ACTIVITY MARCH 2020

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS	12.50			0.90		
345.0 P S BLDG	21.02	0.41		0.44		
410.0 BUILDING/ZONING/PLAN	7.60	0.40				
781.0 AMPHI-PARK						
782.0 ABRAMS PARK	74.79	0.16		3.84		
783.0 ELMS PARK	187.33	7.68		11.91		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRA	27.54	0.38		0.49		
793.0 CITY HALL	33.64	0.38		0.80		
794.0 COMM PROMO	7.02	0.41		0.03		
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	3.50					
463.0 STREET MAIN	18.04	0.42		0.37		
474.0 TRAFFIC	10.00			0.33		
478.0 SNOW & ICE	37.00	3.07		1.53	5.50	
482.0 ADMIN	18.24	0.96				
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	20.54	0.68		0.68		
474.0 TRAFFIC	3.00			0.07		
478.0 SNOW & ICE	20.00	2.13		1.13		
482.0 ADMIN	21.28	1.12				
226 GARBAGE FUND						
528.0 COLLECT	3.54	0.16				
530.0 WOODCHIPPING	3.04	0.16				
782.0 ABRAMS PARK GARBAGE						
783.0 ELMS PARK GARBAGE	5.50	0.11				
793.0 CITY HALL	7.65	0.05		0.20		
590 WATER						
540.0 WATER SYSTEM	93.00	3.70		2.25	6.00	5.00
540.0 WATER-ON CALL						
542.0 READ & BILL	33.50	3.87		3.30		
793.0 CITY HALL	19.12	0.14		0.49		
591 SEWER						
536.0 SEWER SYSTEM	74.40	2.40		1.59		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	3.04	0.16				
542.0 READ & BILL	33.50	3.87		3.30		
793.0 CITY HALL	19.13	0.14		0.49		
661 MOTOR POOL FUND						
795.0 CITY GARAGE	137.04	7.04		2.36		
<b>DAILY HOURS TOTAL</b>	<b>955.50</b>	<b>40.00</b>	<b>0.00</b>	<b>36.50</b>	<b>11.50</b>	<b>5.00</b>

DPS Equipment Rental  
 March 2020  
 Page 1

Nature Of Work	4WD 1-20, 7-15,3-08 2-08, 10-18	4WD 1-20, 7-15,3-08 2-08, 10-18a	2WD 6-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections	5.5												
101.450 Forestry													
101.781 Paltas Amphi													
101.782 Winshall Pk	59		2										
101.783 Elms Pk	43.5		7.5									4	
101.784 Bicentennial Pk			1										
101.790 Sen Ctr./Lib	17.5												
101.345 PS Bldg	15.5												
101.793 City Hall	69.25												
101.794 Comm Promo	10.5				4								
661.795 City Garage	24												
101.796 City Cem	1												
202.463 Maint. Major	13.75	0.25	2.5							1			
202.474 Traffic-Major	7												
202.478 Snow/Ice-Maj													
202.482 Major-Admin													
203.463 Maint-Local	26	6			4					6			
203.474 Traffic-Local	5												
203.478 Snow/Ice-Local													
203.482 Local-Admin													
226.528 Waste Collect	1.25												
226.530 Woodchipping													
590.540 Water System	46.5		1										
590.542 Water-Read/Bill	22.25												
591.536 Sewer System	23												
591.537 Sewer Lift Stat													
226.782 Winshall Pk Gbg													
226.783 Elms Pk Gbg	5.75												
591.542 Sewer Read/Bill	22.25												
<b>Total</b>	<b>418.5</b>	<b>6.25</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>4</b>	<b>0</b>



March 2020	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#6-16 2WD gas	267.0		17.5		
#1-20 4WD diesel	12.0				31.5
#7-15 4WD gas	440.0		54.8		
#3-08 P/U 4WD gas	620.0		51.1		
#10-18 P/U diesel	247.0				28.1
#2-08 P/U 4WD gas	285.0		26.0		
#6-00 BACKHOE diesel					
#11 DUMP gas					
#12-02 DUMP diesel	43.0				
#12-04 DUMP diesel	27.0				
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas	6.0				
#21 WOOD CHIPPER diesel					
#807 STREET SWEEPER diesel					
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)					
gas can					
<b>TOTAL</b>	<b>1947.0</b>		<b>149.4</b>		<b>59.6</b>

04/02/2020 CHECK REGISTER FOR CITY OF SWARTZ CREEK  
 CHECK DATE FROM 03/01/2020 - 03/31/2020

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
03/05/2020	47667	KCI	2020 ASSESSMENT NOTICES/POSTAGE BALANCE	481.09
03/05/2020	47668	STATE OF MICHIGAN DEPT OF STATE	LIC PLATES FOR 2020 FORD PICKUP DPW	13.00
03/13/2020	47669	<b>ACE OUTDOOR SERVICES LLC</b>	SNOW PLOWING/SHOVELING 2/7/20	530.00
			SNOW PLOWING 2/18/20	60.00
			SNOW PLOWING/SHOVELING 2/27/20	530.00
				<b>1,120.00</b>
03/13/2020	47670	ACE-SAGINAW PAVING COMPANY	COLD PATCH	734.40
03/13/2020	47671	ADS PLUS PRINTING LLC	NAMEPLATES (5)	60.00
03/13/2020	47672	<b>BIO-SERV CORPORATION</b>	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	110.00
			PEST CONTROL - PUBLIC SAFETY BLDG	57.00
				<b>167.00</b>
03/13/2020	47673	<b>C &amp; H CONSTRUCTION CO INC</b>	CURB BOX REPAIR 5183 HELMSLEY	1,712.75
			WATERMAIN BREAK/INGALLS	2,801.50
				<b>4,514.25</b>
03/13/2020	47674	COMMUNITY IMAGE BUILDERS	CRAPO SCHOOL PROJECT	2,469.00
03/13/2020	47675	CONSUMERS ENERGY	8301 CAPPY LN A 1/31-3/2/20	300.70
03/13/2020	47676	CONSUMERS ENERGY	8100 CIVIC DR A 1/31-3/2/20	1,366.33
03/13/2020	47677	CONSUMERS ENERGY	8011 MILLER RD A 1/30-3/1/20	25.89
03/13/2020	47678	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS 1/30-3/1/20	36.31
03/13/2020	47679	CONSUMERS ENERGY	8059 FORTINO DR A 1/30-3/1/20	31.37
03/13/2020	47680	CONSUMERS ENERGY	5361 WINSHALL DR 8369 A 1/30-3/1/20	28.33
03/13/2020	47681	CONSUMERS ENERGY	9099 MILLER RD A 1/30-3/1/20	30.68
03/13/2020	47682	CONSUMERS ENERGY	8095 CIVIC DR A 1/30-3/1/20	656.14
03/13/2020	47683	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 A 1/30-	27.52
03/13/2020	47684	CONSUMERS ENERGY	4510 MORRISH RD A 1/30-3/1/20	39.01
03/13/2020	47685	CONSUMERS ENERGY	8499 MILLER RD A 1/30-3/1/20	28.62
03/13/2020	47686	CONSUMERS ENERGY	5257 WINSHALL DR A 1/30-3/1/20	26.57
03/13/2020	47687	CONSUMERS ENERGY	8083 CIVIC DR 1/30-3/1/20	691.72
03/13/2020	47688	CONSUMERS ENERGY	5121 MORRISH RD 1/30-3/1/20	758.81
03/13/2020	47689	CONSUMERS ENERGY	STREET LIGHTS 1294 2/1-2/29/20	7,326.78
03/13/2020	47690	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 2/1-2/29/20	27.80
03/13/2020	47691	CONSUMERS ENERGY	4524 MORRISH RD 2/1-2/29/20	53.28
03/13/2020	47692	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 2/1-2/29/20	420.58
03/13/2020	47693	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	1,060.38
03/13/2020	47694	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 2/1-2/	33.69
03/13/2020	47695	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 2/3-3/3/20	32.67
03/13/2020	47696	CONSUMERS ENERGY	4125 ELMS RD 4353 A 2/3-3/3/20	29.15
03/13/2020	47697	CONSUMERS ENERGY	6425 MILLER PARK & RIDE 2/3-3/3/20	94.49
03/13/2020	47698	DANIEL L CLARK	REFUND MARCH 2020 DENTAL INS	94.14
03/13/2020	47699	DANIEL L CLARK	REFUND APRIL 2020 DENTAL/VISION	94.14
03/13/2020	47700	DENNIS W CRAMER	SMALL CITIES MTG DINNER/MILEAGE	42.69
03/13/2020	47701	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,136.79
03/13/2020	47702	FAMILY FARM AND HOME INC	FEBRUARY 2020 INVOICES	227.34
03/13/2020	47703	FIDELITY SECURITY LIFE INSUR/EYEMED	MARCH 2020 RETIREE VISION (6)	43.44
03/13/2020	47704	FLINT JOURNAL	3/28/20-3/27/21 SUBSCRIPTION	290.80
03/13/2020	47705	FLINT NEW HOLLAND	KIT CAB HEATER	399.30
03/13/2020	47706	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
03/13/2020	47707	GENESEE COUNTY CLERK	BALLOT PORGRAMMING MARCH 2020 ELECTION	300.00
03/13/2020	47708	GENESEE CTY DRAIN COMMISSIONER	NPDES PHASE II 1/1/20-3/31/20	750.38
03/13/2020	47709	GILL ROYS HARDWARE	FEBRUARY 2020 INVOICES LESS DISCOUNT	489.01

03/13/2020	47710	GUNTHERS LOCKSMITH SERVICE	KEY TO CITY HALL/SERVICE CALL	85.00
03/13/2020	47711	INTEGRITY BUSINESS SOLUTIONS	LINER, 13 GAL 1 BX WASTEBASKET (3)/TRASJ BAGS (2)/CLEANING	13.20 175.99 <b>189.19</b>
03/13/2020	47712	KCI	EST. POSTAGE APRIL 2020 UB BILLS	816.90
03/13/2020	47713	KNAPHEIDE TRUCK EQUIPMENT	LIGHT STROBE	141.00
03/13/2020	47714	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES MARCH 2020	2,618.00
03/13/2020	47715	LERETA LLC	2019 Win Tax Refund 58-30-651-022	455.15
03/13/2020	47716	LYNN BURKLEY	NEW TRUCK & GRAY TRUCK LOGOS	375.00
03/13/2020	47717	MICHIGAN PIPE AND VALVE	ANGLE METER VALVE (6) REPAIR CLAMP	360.00 321.94 <b>681.94</b>
03/13/2020	47718	MUNICIPAL CODE CORP	ANNUAL CODE OF ORDIN 3/1/20-2/28/21	850.00
03/13/2020	47719	OHM ADVISORS	BRISTOL RD PROPERTY SURVEY	1,845.00
03/13/2020	47720	OHM ADVISORS	USDA WATERMAIN IMPROVEMENT PROJECT	6,430.00
03/13/2020	47721	OHM ADVISORS	DYE TO ELMS TRAIL	17,520.00
03/13/2020	47722	OHM ADVISORS	PLAN REVIEW/FIELD SERVICES BIGGBY COFFEE	2,160.00
03/13/2020	47723	PLANTE & MORAN PLLC	PROFESSIONAL SERVICES RENDERED.	1,810.00
03/13/2020	47724	PURCHASE POWER	POSTAGE METER REFILL/TRANS FEE	3,030.00
03/13/2020	47725	ROWE PROFESSIONAL SERVICES CO	GIS MAPPING SERVICES	5,119.50
03/13/2020	47726	RWS OF MID MICHIGAN	FY20 GARBAGE/RECYCLING/YARD WASTE FEB 20	23,739.27
03/13/2020	47727	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE FEB 2020	2,705.38
03/13/2020	47728	STAPLES	BROTHER TONER BLACK	46.57
03/13/2020	47729	STATE OF MICHIGAN-DEQ WTR	DRINKING WATER LAB TESTING	192.00
03/13/2020	47730	SUBURBAN AUTO SUPPLY	TRAILER CONNECTOR SNOWPLOW OIL MAX POWER CAR WASH WIRE TERMNL	3.99 15.98 7.99 2.99 <b>30.95</b>
03/13/2020	47731	SUPER FLITE OIL CO INC	FUEL - DPW FEBRUARY 2020	926.45
03/13/2020	47732	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE FEBRUARY 2020	2,612.92
03/13/2020	47733	SWARTZ CREEK FINE ARTS ASSOC	CONCERT SPONSORSHIP	300.00
03/13/2020	47734	SWARTZ CREEK SCHOOLS	COPY PAPER 8 CASES	214.00
03/13/2020	47735	VERIZON WIRELESS	2/2-3/1/20 MONTHLY INVOICE	469.23
03/24/2020	47736	U. S. POST OFFICE	POSTAGE FOR SPRING NEWSLETTER	640.90
03/26/2020	47737	ACTION TRAFFIC MAINTENANCE INC	SKT HEAD PANEL MILLER RD SKT END PANEL MORRISH RD FLEAT END PANEL MORRISH RD SKT HEAD PANEL RAUBINGER	3,080.00 1,325.00 1,325.00 2,250.00 <b>7,980.00</b>
03/26/2020	47738	ADS PLUS PRINTING LLC	SPRING NEWSLETTER	1,227.10
03/26/2020	47739	BLUE CARE NETWORK-EAST MI	RETIREE HEALTH MARCH 2020 CLOLINGER COBRA APRIL 2020 O'BRIEN	1,383.61 684.42 <b>2,068.03</b>
03/26/2020	47740	BRADYS BUSINESS SYSTEMS	EML/COPY MACHINE MAINT. AGREEMENT	1,083.73
03/26/2020	47741	DEANNA KORTH	BANK MILEAGE DEANNA FEBRUARY 2020	40.37
03/26/2020	47742	DELTA DENTAL PLAN	APRIL 2020 RETIREE DENTAL (5)/ADJ CLARK	263.04
03/26/2020	47743	GEN CTY ROAD COMMISSION	FEB 2020 S-MTCE & OPERATIONS I-69 WB RAMAP MORRISH RD	361.62 528.24 <b>889.86</b>

03/26/2020	47744	GENESEE CTY DRAIN COMMISSIONER	WATER 1,670,925 CF 1/29-2/26/20	107,578.19
03/26/2020	47745	HYDRO DESIGNS INC	FEB-APRIL 2020 CROSS CONNECTION CONTROL	897.00
03/26/2020	47746	INTEGRITY BUSINESS SOLUTIONS	PAPER TOWELS 3 CT	78.90
			GARBAGE BAGS (3 CT)	184.20
				<u>263.10</u>
03/26/2020	47747	JAMS MEDIA LLC	BOND NTC/PUBLIC HEARNG (3)/BOR (2)	991.30
03/26/2020	47748	JAY'S SEPTIC TANK SERVICE	PORT-A-JON ELMS PARK 2/14-3/12/20	100.00
03/26/2020	47749	JODY KEY	BANK MILEAGE JODY FEBRUARY 2020	8.97
03/26/2020	47750	LIBERTY FABRICATORS INC	FLOWER POT HANGERS BLACK (16)	736.00
03/26/2020	47751	NATHAN HENRY	MILEAGE TO SEMINAR/FRANKENMUTH	39.10
03/26/2020	47752	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK (360530)	777.00
03/26/2020	47753	PPSMG URGENT MEDICAL CARE PLLC	PHYSICAL/DRUG SCAN HARRIS	80.00
			PHYSICAL/DRUG SCAN B. ALLES	80.00
				<u>160.00</u>
03/26/2020	47754	SABRINA & JASON BOSTON	UB REFUND FOR 9281 CEDAR CREEK	175.84
03/26/2020	47755	SELF SERVE LUMBER CO.	BROWN SHINGLES/FM HNG	24.44
			TREATED LUMBER	62.45
			LUMBER	9.78
				<u>96.67</u>
03/26/2020	47756	TONYA ERWIN	UB REFUND FOR 8014 MILLER	2.90
03/26/2020	47757	UNUM LIFE INSURANCE	APRIL 2020 RETIREE LIFE (4)	49.73
03/26/2020	47758	VERMEER OF MICHIGAN	REPAIR CHIPPER	1,205.11
				<u>1,205.11</u>
GEN TOTALS:				
Total of 92 Checks:				229,195.98
Less 0 Void Checks:				0.00
Total of 92 Disbursements:				<u>229,195.98</u>

# FANG ACTIVITY REPORT

## March 2020

**03/02** – FANG detectives utilized a confidential informant to purchase crack cocaine from a dealer in the Flint area. The investigation is ongoing.

**03/03** – FANG detectives conducted a controlled purchase of crack cocaine from a known dealer. FANG detectives also purchased user amounts of crystal methamphetamine from a second dealer in the Flint area. Investigations on both dealers are ongoing.

**03/04** – FANG detectives conducted a search warrant on a known drug house. FANG detectives recovered 1 assault rifle, 1 hand gun, 3.5 grams of crack cocaine and approximately \$2,300. The main suspect was arrested and lodged.

Also on this date FANG detectives conducted a controlled purchase of heroin. One suspect was developed, and the investigation is ongoing.

**03/05** – FANG detectives conducted a controlled purchase of crack cocaine. The investigation is ongoing.

**03/09** - FANG detectives utilized confidential informants to conduct controlled purchases into 2 separate dealers in the Flint area. The first was a purchase of crack cocaine and the second was a purchase of heroin. Both investigations are ongoing.

**03/10** – FANG detectives conducted an undercover buy of crack cocaine from a dealer in the Flint area. The dealer was identified and the investigation is ongoing.

**03/11** – FANG detectives conducted a search warrant on the residence of known cocaine dealer. As a result, FANG detectives seized 8 grams of crack cocaine, 11 grams of cocaine and approximately \$2,059 in cash.

On this date FANG detectives also conducted a controlled purchase of crack cocaine from another dealer in the Flint area.

**03/12** – FANG detectives conducted a search warrant at the house of a known drug dealer. The search warrant resulted in the seizure of hydrocodone pills, user amounts of crack cocaine and \$432.

**03/16** – FANG detectives conducted a surveillance detail on a known drug dealer.

**03/17** – FANG detectives continued the surveillance detail which was started on 03/16.

**03/18** – FANG detectives assisted Flint Twp. PD with a surveillance detail. FANG detectives were attempting to locate a suspect and install a tracker on the suspect vehicle.

**03/23** – FANG detectives assisted MSP Flint with surveillance on a chop chop/fraud investigation. During surveillance, a suspect involved was found to have a valid felony drug warrant. FANG detectives made contact and arrested this subject. He was TOT MSP Flint.

**03/24** – FANG detectives assisted Oakland County NET with the execution of a search warrant in the Flint area. Distribution amounts of crystal meth were recovered. Also on this date, FANG detectives conducted a controlled purchase of crystal meth from a residence in the Flint area. FANG detectives then conducted a search warrant on the residence. No drugs were located but inside the residence was an individual with a 10 count Felony warrant out of FANG. The suspect was lodged on the warrants.

**03/25** – FANG detectives received information from US Postal service reference a package of suspected methamphetamine going to a Flint address. Surveillance conducted on suspect's residence.

**03/26** – FANG detectives conducted a surveillance detail on a known dealer in the Flint area.

**03/27-** FANG detectives assisted Davison City PD with a missing persons investigation checking several residences.

**03/30** – FANG detectives conducted surveillance on two separate targets in the Flint area.

**03/31-** FANG detectives continued surveillance on two residences related to US Postal tip on suspected meth packages coming to Flint.

**CITY OF SWARTZ CREEK  
SWARTZ CREEK, MICHIGAN  
MINUTES OF PLANNING COMMISSION MEETING  
March 10, 2020**

Meeting called to order at 7:01 p.m. by Commissioner Wyatt.

Pledge of Allegiance.

**ROLL CALL:**

Commissioners present: Farrell, Campbell, Novak, Krueger, Farmer, Zuniga, Wyatt.

Commissioners absent: Binder, Grimes.

Staff present: Adam Zettel, City Manager.

Others present: Dennis Cramer, Nate Henry, Linda Sebeka, Len & Sharon Thomas, Lloyd & Susan Swan, Bob Plumb, Lee Hubbard, Gloria Hubbard. Glenn Wilson, Michael Wright, Eric Maring, Carmine Avantini.

**EXCUSE COMMISSIONERS BINDER & GRIMES**

**Resolution No. 200310-01**

**(Carried)**

Motion by Planning Commission Member Krueger  
Second by Planning Commission Member Farmer

**I Move** the Swartz Creek City Council excuse Planning Commission Members Binder & Grimes.

YES: Unanimous Voice Vote.

NO: None. Motion declared carried.

**APPROVAL OF AGENDA:**

**Resolution No. 200310-02**

**(Carried)**

Motion by Commissioner Zuniga support by Commissioner Farrell, the Swartz Creek Planning Commission approves the agenda for the March 10, 2020 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

**APPROVAL OF MINUTES:**

**Resolution No. 200310-03**

**(Carried)**

Motion by Commissioner Krueger support by Commissioner Campbell the Swartz Creek Planning Commission approves the minutes for the February 4, 2020 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

**MEETING OPENED TO THE PUBLIC:**

None.

**BUSINESS:**

**No Conflict of Interest**

**Resolution No. 200310-04**

**(Carried)**

Motion by Commissioner Farmer support by Commissioner Farrell the Swartz Creek Planning Commission that Commissioner Zuniga has no conflict of interest related to the Mary Crapo Project.

Yes: Krueger, Farmer, Wyatt, Farrell, Campbell, Novak.  
No: None. Motion Carried.

**Mary Crapo Project**

**Presentation**

Michael Wright, Communities First Inc., gave a brief overview of Communities First Inc. The application before you today is for redevelopment of the Mary Crapo School Building to the secretary of interior standards for historic rehabilitation. The building will be redeveloped into 40 units. This will include an addition to the building. The site itself is 2.2 acres, the parking and the building. Asking for a rezoning for just the 2.2 acres and site plan approval for that same area. The larger parcel, the ballfield portion, is not included in this proposal. They are discussing with the city/school district for controlling and maintaining that ballfield area. They will be going before the city to request a Pilot, payment in lieu of taxes.

Eric Maring, Hooker/Dejong Architects & Engineers, reviewed the plan. He reconfirmed that the plans do not include the green space.

Carmine Avantini, CIB, reviewed the application for rezoning review.

He is recommending the board recommend approval of the rezoning request from R3 Downtown Residential to RM1 Multiple Family Residential District for the following reasons:

1. The proposed rezoning supports the desired uses within the mixed use of future land use category of the city's master plan.
2. The rezoning accomplishes the city's land use goals of providing a variety of lifestyle and housing types and mixed of dwelling types in densities.
3. There is a need to provide additional land use zoned for multiple family housing as well as for aging /senior populations.
4. Rezoning the land for multiple family residential addresses a community need, which is multiple family housing.

The site is capable of accommodating the range of uses in the RM1 district.

5. Residential use of this location is appropriate due to adjacent single multiple family housing.

He reviewed the application site plan review. They met all the dimensional standards, the statement of use was given. He wants to see all the existing curb cuts on Miller Road are removed and replaced with grass and landscaping. We need to make sure the sidewalk on the back of unit close to parking spaces will need to be a minimum of 7 feet wide. Also would like to see some additional landscaping planted to screen vehicle parking area. Also would like to see additional light specifications. The site plan is generally compliant and he is recommending approval be granted upon the condition upon the following items for administrative review and approval:

1. Submission of a revised site plan, for administrative review and approval, that addresses the outstanding items noted in the review letter of CIB Planning, dated March 5, 2020;
2. The parking spaces along the south side of the building and closest to the entrance be seven (7) feet wide to accommodate the overhang from vehicles;
3. Existing curb cuts and drive along Miller Road be removed and replaced with curbing, grass, and landscaping;
4. The submission of landscape calculations and planting a buffer of evergreens to screen the parking on the east side of the parcel; and
5. Review and approval from all applicable consultants, departments, and agencies

### **Public Hearing Open 7:40 p.m.**

Sharon Davis, 5140 McLain Street, isn't completely clear on the front driveway. She feels that should be changed. She also would like to see some nice landscaping there, such as flowers.

Michael Wright, Communities First, replied this will only be used to drop off someone in a wheel chair, or a MTA Your Ride dropping of residents.

Everett Hubbard, 8333 Miller Road, he wants to make sure this is multiple family dwellings. He wants to make sure the park will still be available for the kids to play ball. He wanted to confirm the age.

Michael Wright, Communities First, responded this proposal is only for the school and they are working with the school/city on the green space. He also confirmed the project it is for ages 55 and up and will have 1-2 bedrooms.

Adam Zettel commented this site plan is only for the building and does not include the green space.

Everett Hubbard, commented on background checks of residents.

Glenn Wilson, Communities First, responded that there is background checks completed.

Sharon Davis wanted to know what kind of border will be around the parking space.

Glenn Wilson, Communities First, responded that currently there is a chain link fence but there

will be more screening such as landscaping.

Cheryl Bruce, 8231 Ingalls, wanted to know if the current parcel will be split.

Adam Zettel, City Manager, responded the parcel will be split.

Cheryl Bruce inquired about the one Pilot payment. She was concerned about the amount of taxes they would pay.

Adam Zettel, City Manager, explained they have a payment in lieu of taxes based on rents.

Len Thomas, 4267 Springbrook Drive, complimented Communities First for their report at the last meeting and the other projects they have done. He has been in contact with the Crapo family and wanted to make things clear that the Crapo family does not want anything to do with the project.

Linda Sebok, 8179 Miller Road, concerned about the low income housing in our community. She feels we do not need any more low income housing. She is also concerned about the traffic in the front driveway. She feels like there is other alternatives to this property. She feels we need more greenspace.

Michael Wright responded that this project will not be section 8.

Dennis Cramer, 5299 Worchester Drive, his belief is that we need something like this to take care of our community in the future.

**Closed 8:07 p.m.**

Carmine Avantini, regarding the site plan review we weren't aware that they wanted to continue to use the drive in front of the building. We would like to remove condition #3 from the resolution and request additional foundation landscaping across the front of the building.

**Resolution to recommend approval of a zoning change to 2.2 acres of 8197 Miller Road; 58-02-526-027, to RM-1 (Multiple Family Residential) from R-3 (Downtown Residential)**

**Resolution No. 200204-05**

**(Carried)**

Motion by Planning Commission Member Farmer  
Second by Planning Commission Member Novak

**WHEREAS**, a land owner has petitioned the city to zone 2.2 acres of a parcel of land in the Downtown Residential District (R-3) to Multiple Family (RM-1), and;

**WHEREAS**, the petition to rezone has been reviewed by the city's planning consultant, and the planning commission as it relates to master plan objectives, future land use map, and zoning ordinance requirements; and,

**WHEREAS**, the planning commission, in reviewing the criteria in Zoning Ordinance Section 24.04, finds the proposed zoning ordinance map amendment for the conversion of 2.2 acres of 8197 Miller Road to RM-1 to meet the intent of the master plan and zoning amendment criteria.

**BE IT RESOLVED** that the City of Swartz Creek Planning Commission recommends approval of the proposed zoning map amendment to amend 8197 Miller Road to RM-1.

Yes: Krueger, Farmer, Zuniga, Wyatt, Farrell, Campbell, Novak.

No: None. Motion Carried.

**Resolution to conditionally approve a site plan for a 2.2 acre portion of 8197 Miller Road; 58-02-526-027, to enable improvements and use for senior apartments**

**Resolution No. 200204-06**

**(Carried)**

Motion by Planning Commission Member Farmer  
Second by Planning Commission Member Novak

**WHEREAS**, the city received a proposal to repurpose the Mary Crapo School as senior apartments, and;

**WHEREAS**, the project includes building alterations, building additions, and alterations to the grounds surrounding the property (approximately 2.2 acres), and;

**WHEREAS**, the planning commission, in reviewing the application materials and review criteria in Zoning Ordinance, finds the proposed site plan for senior apartments meets the intent of the zoning ordinance, and;

**WHEREAS**, the planning commission finds that the site plan, would meet all other general and specific standards applicable if the following conditions are met:

1. Submission of a revised site plan, for administrative review and approval, that addresses the outstanding items noted in the review letter of CIB Planning, dated March 5, 2020;
2. The sidewalks along the south side of the building and closest to the entrance be seven (7) feet wide to accommodate the overhang from vehicles;
3. The submission of landscape calculations and planting a buffer of evergreens to screen the parking on the east side of the parcel; and
5. Review and approval from all applicable consultants, departments, and agencies.
6. Condition upon zoning approval from city council.

**NOW, BE IT RESOLVED** that the Swartz Creek Planning Commission hereby approves the site plan, dated March 3, 2020, subject to the conditions in this resolution and final approval of the zoning petition by the city council.

Yes: Farmer, Zuniga, Wyatt, Farrell, Campbell, Novak, Krueger.

No: None. Motion Carried.

**Meeting Open to Public:**

None.

**Remarks by Planning Commission:**

Commissioner Krueger commented the payment in lieu of taxes is open to negotiations at the

next council meeting.

Commissioner Novak thanked the public for coming and all the comments tonight.

Commissioner Farmer thanked everyone for coming out and he is excited about the building and looking forward to see how this will help the downtown businesses.

**Adjourn**

**Resolution No. 200310-07**

**(Carried)**

Motion by Planning Commission Member Farmer  
Second by Planning Commission Member Novak

**I Move** the Swartz Creek Planning Commission adjourns the March 10, 2020 Planning Commission meeting.

Unanimous Voice Vote  
Motion Declared Carried

Meeting adjourned at 8:27 p.m.

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Jentery Farmer,  
Secretary



March 3, 2020

City Clerk  
City of Swartz Creek  
8083 Civic Dr.  
Swartz Creek, MI 48473

Re: Cartoon Network Moving to Digital Preferred Package

Dear City Clerk:

We are committed to keeping you and our customers informed about changes to Xfinity TV services. Accordingly, please note that effective May 5, 2020, Cartoon Network will only be available as part of Digital Preferred. It will no longer be available as part of Digital Starter TV service, the Kids & Family Genre Pack, or the Latino 300 and Latino 450 packages. We are notifying impacted customers of these changes through a bill message.

Also, on March 24, 2020, WE TV will be added to the Entertainment Package.

On April 21, 2020, WGN America will be added to the Entertainment Package.

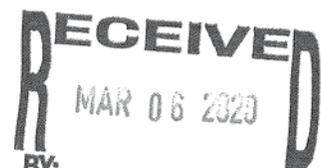
On, April 22, 2020, AXS TV will no longer be available on this channel lineup.

Please feel free to contact me at 734-359-2077 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "John P. Gardner".

John P. Gardner  
Director, External Affairs  
Comcast, Heartland Region  
1401 E. Miller Rd.  
Lansing, MI 48911





APPLICATION FOR REZONING
City of Swartz Creek
8083 Civic Drive
Swartz Creek, MI 48473
810-635-4464

Date: 2/18/20

File No: \_\_\_\_\_

Fee Received: \_\_\_\_\_

Receipt No: 235538

NOTICE TO APPLICANT:

Regular meetings of the Swartz Creek Planning commission are held on the first Tuesday of each month at 7:00 PM, at the City Hall, 8083 Civic Dr. Application for rezoning shall be filed at least twenty (20) days before the scheduled meeting date.

TO THE PLANNING COMMISSION:

I, (We), the undersigned, do hereby respectfully make application and petition the Planning Commission to amend the Zoning Ordinance and change the zoning as hereinafter requested, and in support of this application, the following facts are shown.

The property is located and described, as follows:

Assessment Roll Description No. 58-02-526-027,

Address: 8197 Miller Rd, Swartz Creek, MI 48473

Other description:

It has a frontage of 250' feet and a depth of 350 feet.

PRESENT ZONING: R-3

If the property is in acreage, and is not therefore a part of a recorded plat: The property sought to be rezoned is located and described as follows: (indicate total acreage also). Assessment Roll Description No. 58-\_\_\_\_-\_\_\_\_-\_\_\_\_,

Three horizontal lines for additional information or signature.

PROPERTY SOUGHT FOR REZONING IS OWNED BY:

Name: Swartz Creek Community Schools

---

Address: 8354 Cappy Lane, Swartz Creek, MI 48473

---

Phone Number: 810-591-2300

---

It is desired and requested that the foregoing described property be rezoned from:

R-3

To: RM-1

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It is proposed that the property will be put to the following use:

40 senior apartments and community space

---

It is proposed that the following building(s) will be constructed:

Renovation / Addition to existing school for 40 apartments and community space.

---

Attached hereto are two (2) prints of the subject property plot plan showing the lot or parcel location within the City. These prints are made a part of this petition and are drawn to scale showing the existing and proposed structures.



Signature of Applicant

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Address: Communities First, Inc.

---

415 W. Court Street Flint, MI 48503

---

Phone Number: 810-422-5358

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Email Address: [gwilson@communitiesfirstinc.org](mailto:gwilson@communitiesfirstinc.org)

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**APPLICATION FOR REZONING**  
**City of Swartz Creek**  
**8083 Civic Drive**  
**Swartz Creek, MI 48473**  
**810-635-4464**

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

File No: \_\_\_\_\_

Fee Received: \_\_\_\_\_ Receipt No: \_\_\_\_\_

**NOTICE TO APPLICANT:**

Regular meetings of the Swartz Creek Planning commission are held on the first Tuesday of each month at 7:00 PM, at the City Hall, 8083 Civic Dr. Application for rezoning shall be filed at least twenty (20) days before the scheduled meeting date.

**TO THE PLANNING COMMISSION:**

I, (We), the undersigned, do hereby respectfully make application and petition the Planning Commission to amend the Zoning Ordinance and change the zoning as hereinafter requested, and in support of this application, the following facts are shown.

The property is located and described, as follows:  
Assessment Roll Description No. 58-02 - 526 - 027 ,

Address: 8197 Miller Rd, Swartz Creek, MI 48473

Only rezone that portion of the site marked on the attached plan as required  
Other description: to redevelop the school building. Remainder of site to remain R-3.

It has a frontage of: 250' feet and a depth of: 350 feet.

PRESENT ZONING: R-3

If the property is in acreage, and is not therefore a part of a recorded plat: The property sought to be rezoned is located and described as follows: (indicate total acreage also).  
Assessment Roll Description No. 58-\_\_\_\_-\_\_\_\_-\_\_\_\_,

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PROPERTY SOUGHT FOR REZONING IS OWNED BY:

Name: Swartz Creek Community Schools

---

Address: 8354 Cappy Lane, Swartz Creek, MI 48473

---

Phone Number: 810-591-2300

---

It is desired and requested that the foregoing described property be rezoned from:

R-3

To: RM-1

---

It is proposed that the property will be put to the following use:

40 senior apartments and community space

---

Only that portion of the property marked on the attached site plan which is required to redevelop the school building.

---

It is proposed that the following building(s) will be constructed:

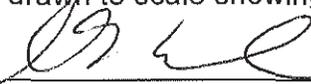
Renovation / Addition to existing school for 40 apartments and community space.

---

Only that portion of the property marked on the attached site plan which is required to redevelop the school building.

---

Attached hereto are two (2) prints of the subject property plot plan showing the lot or parcel location within the City. These prints are made a part of this petition and are drawn to scale showing the existing and proposed structures.

  
\_\_\_\_\_  
Signature of Applicant

Address: Communities First, Inc.

---

415 W. Court Street Flint, MI 48503

Phone Number: 810-422-5358

---

Email Address: [gwilson@communitiesfirstinc.org](mailto:gwilson@communitiesfirstinc.org)

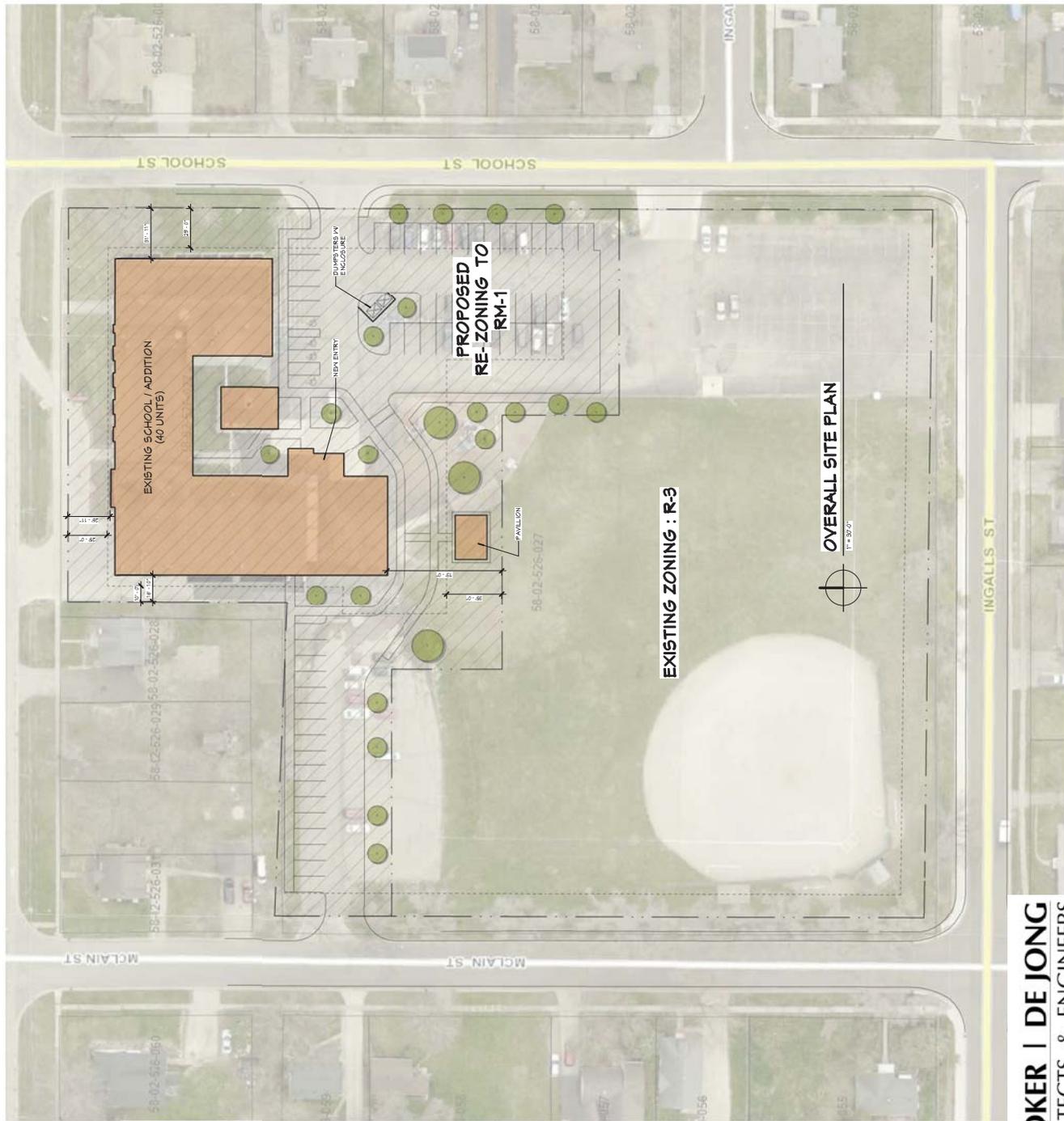
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**SITE INFORMATION**

SITE ADDRESS: 8111 MILLER ROAD, SHARVITZ CREEK, 14 UNITS  
 PARCEL NUMBER: 58-02-52-01-01  
 SITE AREA: 5.89 ACRES (220,415 SF, TOTAL)  
 PROPOSED LOT AREA: 11,110 SF (TOTAL)  
 ZONING: RM-1, MULTI-FAMILY RESIDENTIAL  
 PROPOSED RE-ZONE TO RM-1 TO SCHOOL PORTION  
 BY RESIDENT: [blank]  
 LOT AREA: 11,110 SF  
 COVERAGE: PROPOSED 15.8% SF  
 FRONT SETBACK: 15'-0" (MINIMUM)  
 REAR SETBACK: 15'-0" (MINIMUM)  
 SIDE SETBACKS: PROPOSED TO  
 BUILDING HEIGHT: PROPOSED TO ONE (2) STORIES  
 (MAXIMUM HEIGHT 10'-0")  
 FLOOR AREA: PROPOSED 11,110 SF (TOTAL)  
 (EXISTING 1,500 SF) (NEW ADDITION)  
 LOT AREA: PROPOSED 11,110 SF (TOTAL)  
 (EXISTING 11,110 SF) (NEW ADDITION)  
 REGULATIONS: PROPOSED TO MEET ALL APPLICABLE ZONING REGULATIONS

OVERALL SITE PLAN  
 COMMUNITES FIRST INC  
 8197 MILLER RD  
 SHARVITZ CREEK, WA 98273  
**PR-1**  
 PROJECT: 4-1228  
 DATE: 02/21/2020

PRELIMINARY  
 CONCEPT PLAN



February 27, 2020

Planning Commission  
 City of Swartz Creek  
 8083 Civic Drive  
 Swartz Creek, MI 48473

Attention: Adam Zettel, City Manager

<b>Subject</b>	8197 Miller Road Rezoning Request
<b>Description of Application</b>	2.2 acre-rezoning from R-3, Downtown Residential to RM-1, Multiple Family Residential
<b>Applicant</b>	Communities First, Inc. 415 W. Court Street Flint, MI 48503
<b>Property Owner</b>	Swartz Creek Consolidated Schools 8354 Cappy Lane Swartz Creek, MI 48473
<b>Zoning</b>	R-3, Downtown Residential
<b>Application Date</b>	February 18, 2020

Dear Commissioners:

We have reviewed the above application to rezone the above property from R-3, Downtown Residential, to RM-1, Multiple-Family Residential. The applicant is proposing an adaptive re-use of the 2.2-acre portion of the property that will permit construction of multiple-family, senior residential units. The parcel has 250 feet of frontage on Miller and is owned by Swartz Creek Consolidates Schools. The building is a two-story, brick structure and has housed the Mary Crapo Child Development Center, associated parking lots and drive aisle and entrance/exits, and ball field. The rear portion of the site that includes the ballfield is not included in the rezoning request.

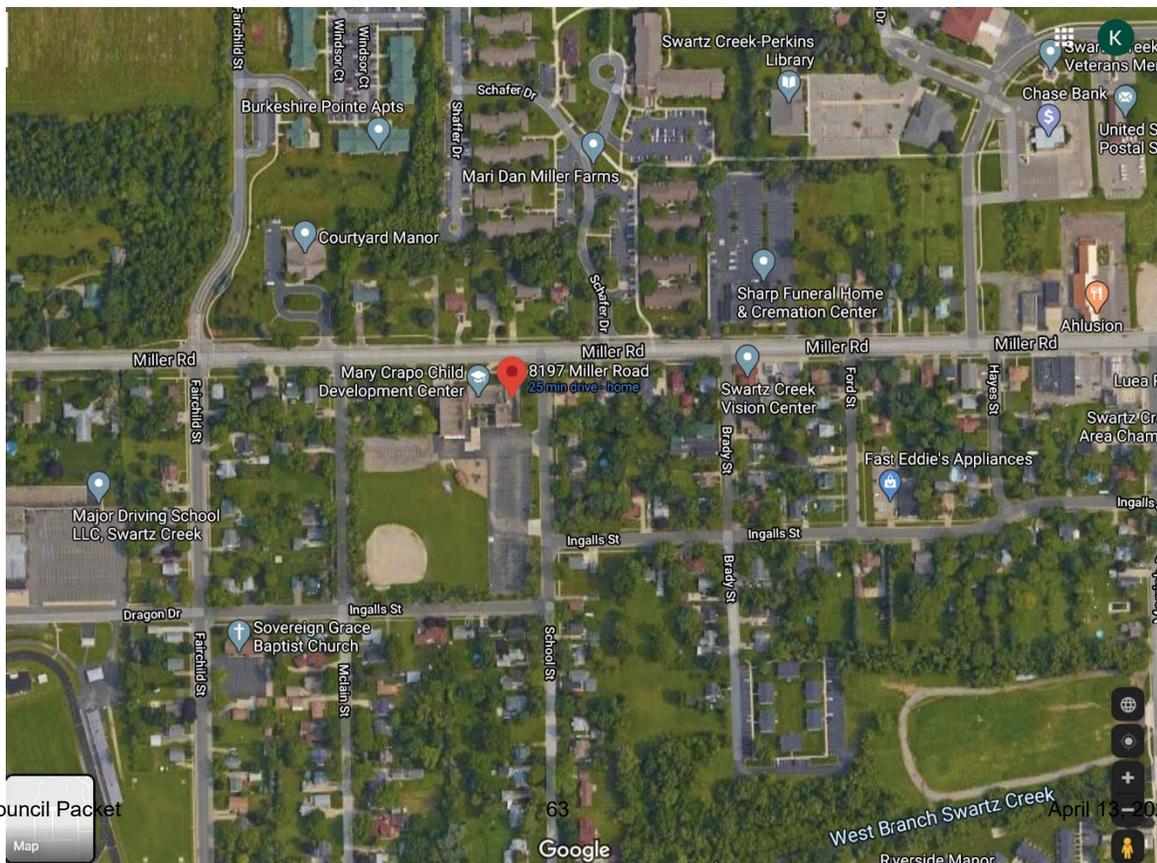
The opinions in this report are based on a review of the materials submitted by the applicant, a site visit, and conformance to city plans and ordinance standards. Please note that the applicant shall be responsible for the accuracy and validity of information presented with the application. In making a decision on this request, the Planning Commission should apply appropriate standards in consideration of our review, additional comments from the applicant, and relevant factual new information presented at the public hearing.

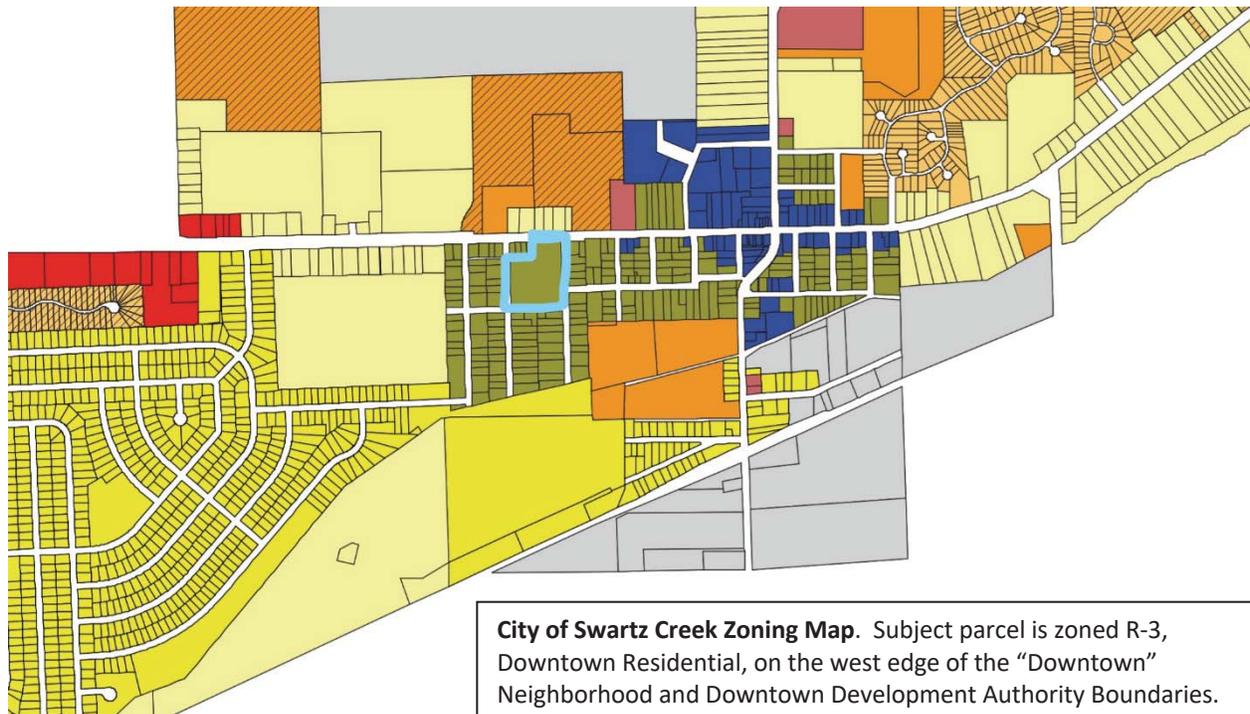
Based upon our review of the zoning ordinance and master plan, discussions with City Staff, and a visit to the site, we offer the following comments for your consideration.

**LOCATION AND DESCRIPTION**

The subject site is on the south side of Miller Road, west of School Street, east of McClain Street, and north of Ingalls Street. The site is surrounded by residential uses; to the north is single-family residential, with multiple family residential immediately north; and to the east, south, and west of the property are single-family residential uses. No significant topographic or environmental issues are present.

Surrounding Land Use and Zoning			
	Existing Use	Zoning	Future Land Use/Master Plan
<b>Subject Property</b>	Single-Family Residential, Public (school building)	R-3, Downtown Residential	Mixed Use
North	Single-Family Residential/Multiple Family Residential	R-1 Single Family Residential; RM-1 Multiple Family Residential	Medium and High Density Residential
South	Single-Family Residential	R-1, Single Family Residential	Medium Density Residential
East	Single-Family Residential	R-1, Single-Family Residential	Medium Density Residential
West	Single-Family Residential	R-1, Single-Family Residential	Medium Density Residential





**City of Swartz Creek Zoning Map.** Subject parcel is zoned R-3, Downtown Residential, on the west edge of the “Downtown” Neighborhood and Downtown Development Authority Boundaries.

**ZONING DISTRICT USES**

The following summarize the permitted, conditional, and special land uses in both the existing and proposed zoning districts.

	<b>R-3, Downtown Residential (existing)</b>	<b>RM-1, Multiple Family Residential (proposed)</b>
<b>Accessory buildings, structures, and uses customarily incidental to the principle uses permitted by right</b>	P	P
<b>Accessory dwelling units</b>	--	--
<b>Agriculture</b>	CLU	--
<b>Apartments in single family home</b>	P	P
<b>Cemetery</b>	CLU	CLU
<b>Cluster Family Dwelling Units</b>		P
<b>Community centers</b>	SLU	SLU

<b>Detached single-family dwellings</b>	P	P
<b>Essential public service buildings (no outdoor storage)</b>	SLU	SLU
<b>Expansion of apartments within existing building</b>	CLU	P
<b>Family day care</b>	SLU	SLU
<b>Granny flat/accessory dwelling unit</b>	CLU	--
<b>Group living (adult and child residential facilities)</b>	SLU	SLU
<b>Home occupation</b>	CLU	CLU
<b>Manufactured housing on individual lots (not part of a park, section 20.20)</b>	SLU	--
<b>Multiple-family residential dwellings (apartment, senior community, row houses, similar multiple family residential)</b>		P
<b>Nursing and convalescent care</b>	SLU	SLU
<b>Parks (public and private)</b>	SLU	SLU
<b>Places of assembly, including places of worship</b>	SLU	SLU
<b>Private recreation</b>	SLU	SLU
<b>Private swimming club</b>	SLU	SLU
<b>Public library</b>	P	P
<b>Public utilities</b>	--	--
<b>School (public and private)</b>	SLU	SLU
<b>Small inn/B&amp;B</b>	CLU	--
<b>Two-Family Dwelling</b>	--	P

The two residential zoning districts allow many of the same uses, however, the multiple-family zoning district allows cluster family dwelling units, two-family dwelling units, and multiple-family residential dwellings.

#### **FINDINGS**

The rezoning request was reviewed based on the following criteria, **Section 24.04. - Criteria for amendment of the official zoning map:**

In considering any petition for an amendment to the official zoning map, the Planning Commission and City Council shall consider the following criteria in making its findings, recommendations and decision:

***A. Consistency with the goals, policies, and future land use map of the City of Swartz Creek Master Plan. If conditions upon which the master plan was developed (such as market factors, demographics, infrastructure, traffic and environmental issues) have changed significantly since the master plan was adopted, as determined by the city, the planning commission and council shall consider the consistency with recent development trends in the area.***

The Master Plan designates this site as Mixed-Use (within the Downtown Neighborhood) on the Future Land Use Map, with abutting parcels to the north, south, east, and west master planned for medium to high density residential.

Mixed-Use in the Downtown Neighborhood “reflects Central Business District zoning with uses mixed within buildings and/or including residential uses and commercial uses in close proximity. The Mixed-Use designation would allow sites at prime locations in the city, in terms of proximity to major roadways, shopping and services, to be utilized to their maximum potential. It would also help create an area of concentrated development that is easily accessible by both vehicles and pedestrians.

The corresponding **Land Use Goals** Chapter (of the Master Plan) for Residential Development within the City indicates that residential neighborhoods shall:

1. “protect existing residential neighborhoods and require new residential developments to be well designed;
2. to have viable residential neighborhoods that offer a mix of housing options; and
3. to provide opportunities for affordable residential development that will accommodate the future growth of the City and contribute to the quality of life offered to current and future residents.”

The **Objectives** to accomplish the land use goals of Residential Development within the City:

1. “Encourage housing opportunities for a variety of preferences, lifestyles, and household types at appropriate locations.;
2. encourage a mix of dwelling types and densities, where they can be supported by the available infrastructure and services; promote and enforce maintenance and rehabilitation of existing housing and residential neighborhoods.;
3. maintain an environment that encourages pride of ownership and contributes to an affordable and easily marketable housing stock that makes Swartz Creek an attractive place to live.”

The proposed rezoning matches the Land Use Goals and Objectives for the City of Swartz Creek.

***B. Compatibility of the site's physical, geological, hydrological, and other environmental features with the host of uses permitted in the proposed zoning district.***

The parcel is surrounded by existing residential uses. The site is large enough to accommodate the uses permitted in the RM-1 District.

***C. Evidence the applicant cannot receive a reasonable return on investment through developing the property with at least one of the uses permitted under the current zoning.***

The current zoning allows single-family residential housing. Single-family residential can be developed on this property, however, given the existing 2 story brick building and amenities, the demolition costs of the building and plus new construction is not likely to bring a reasonable return on investment nor maximize the potential of the property.

***D. The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.***

The residential uses allowed in the RM-1, Multiple Family Zoning District are compatible with surrounding land uses and with proper site design, would have minimal impact in terms of traffic, environment, aesthetics, etc.

***E. The capacity of the city's infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the "health, safety, and welfare."***

The site is currently served by the City's water and sewer lines and will not increase the demand for services nor compromise the health, safety, or welfare of the neighboring properties or community at large.

***F. The apparent demand for the types of uses permitted in the requested zoning district in relation to the amount of land currently zoned and available to accommodate the demand.***

The City of Swartz Creek land use inventory is rich in residential development; however, a majority of the residential use is single-family residential; representing forty-five percent (45%) of the land within the City. Only two and a half percent (2.5%) of the City's housing inventory is multiple family residential.

Swartz Creek also has a significantly lower percentage of the population in the younger age groups, specifically the school age, family forming, and mid-life groups. The City has a higher percentage of seniors, which reflects the in-place aging of residents and demand on retirement housing stock. Population projections for Swartz Creek predict that the number of seniors

residing in Swartz Creek will continue to grow. The community should ensure that the proper amount and type of housing continues to be available to meet this trend.

The combination of limited multiple-family residential developments in Swartz Creek and the aging population creates a strong demand for the uses in RM-1, specifically senior community housing. Finally, it is challenging to find affordable, quality housing that serves seniors in this area of Genesee County and Michigan. Given the lack of available multiple-family residentially zoned land in the City, opportunities should be provided for additional diverse and affordable housing.

***G. The request has not previously been submitted within the past one year, unless conditions have changed, or new information has been provided.***

The request has not been submitted within the past year.

***H. Other factors deemed appropriate by the planning commission and city council.***

## RECOMMENDATION

Given the above analysis, we recommend that the Planning Commission recommend approval of the rezoning request from R-3, Downtown Residential District, to RM-1, Multiple-Family Residential District for the following reasons:

1. The proposed rezoning supports the desired uses within the Mixed-Use future land use category of the City of Swartz Creek Master Plan;
2. The proposed rezoning accomplishes the City's Land Use Goals of providing a variety of lifestyle and household types and mix of dwelling types and densities.
3. There is a need to provide additional land that is zoned for multiple-family housing as well as for aging/senior populations;
4. Rezoning the land to multiple-family residential addresses a community need (multiple family housing represents only 2.5 % of the City's land uses);
5. The site is capable of accommodating the range of uses permitted in the RM-1 District;
6. Adequate public services are available to service this site; and
7. Residential use at this location is appropriate due to adjacent, existing single- and multiple-family housing.

If you have any further questions, please contact us at 810-734-0000.

Sincerely,

CIB PLANNING



Carmine P. Avantini, AICP  
President



# **CITY OF SWARTZ CREEK**

**PAYMENT IN LIEU OF TAXES  
(PILOT)  
SUBMITTAL**

**COMMUNITIES FIRST, INC.**

**Mary Crapo Senior Apartments**

**8197 Miller Road  
Swartz Creek, MI**

**TEL: 810-422-5358**

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC.  
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.  
FLINT, MI 48503

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5358  
F: 810-519-4844



**PILOT Request:** We are requesting a Payment in Lieu of Taxes (“PILOT”) of 4% of the annual shelter rents, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupant.

**Project Overview**

Mary Crapo Building is located at 8197 Miller in Swartz Creek, Michigan (the “Project”). The project is the adaptive reuse and historic rehabilitation of the Mary Crapo school building and new construction of twenty-two senior apartments on the same site. The school building will be renovated to the Secretary of Interior’s Standards for Historic Rehabilitation. The proposed project has not previously received LIHTCs. The proposed Project will be comprised of twenty-five (25) 1-bedroom apartment rental units and fifteen (15) 2-bedroom apartment rental units for a total of forty (40) mixed-income rental housing units serving seniors in Swartz Creek, Michigan. See below for proposed targeted income mix:

Unit Type	# of units
1BR/1BA (30%)	7
1BR/1BA (40%)	4
2BR/1BA (60%)	7
1BR/1BA (80%)	7
2BR/1BA (80%)	7
1BR/1BA (Mkt)	7
2BR/1BA (Mkt)	1
<b>Total:</b>	<b>40</b>

**Project Location Details**

Mary Crapo Senior Apartment are conveniently located near downtown Swartz Creek and within a quarter mile of the Swartz Creek Senior Center and one third mile from the local grocery store (Fortino’s Food Market) and pharmacy (Luea Pharmacy). The project also has easy access to Interstate Highway I-69 and the Mass Transportation

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Authority offers seniors in Genesee County a curb to curb pickup and drop-off service called “Your Ride.”

There have been numerous major investments in the area near the Project site, including investments of \$2 million by Dort Federal Credit Union in a new branch and \$2 million by Sharp Funeral Home in redeveloping its property. Additional public investments in nearby infrastructure improvements and education funding total over \$9 million.

### Swartz Creek Senior Housing Demand

There is significant unmet demand in the Swartz Creek area for decent, sanitary, and safe affordable senior housing, evidenced by high occupancy rates of properties that are well maintained and properly managed. Additionally, the City of Swartz Creek Master Plan specifically describes the Mary Crapo School building as a location that should be considered for senior housing and the City of Swartz Creek Economic Development Strategy describes the Project site as a prime property for redevelopment into high density residential housing. Area trends show impressive gains in senior households in the Swartz Creek area as the number of senior households has increased by 18 percent since 2010 with an additional gain of 11 percent predicted between 2019 and 2024. Sizable waiting lists were reported at most senior facilities in the surrounding communities. The Project is located in a desirable location near downtown Swartz Creek and several local businesses and other amenities, including those described above. Mary Crapo Apartments will be a transformational project in a key neighborhood along a visible corridor adjacent to downtown Swartz Creek and prevent a landmark community asset from negatively impacting the City and neighborhoods as an empty, blighted and unused building.

1. **Intended usage/target market:** Low and moderate income seniors in Genesee County.
2. **Economic impact:** At this time, we do not have final pricing but we expect the project to cost almost \$13 million with a large multiplier effect from construction and long term economic impact to local businesses in the immediate area. Additionally, the project will create construction jobs and additional jobs for property a management, office and maintenance staffing and contracts.
3. **Environmental impact (to include any mitigation actions taken):** Prior to financing, we will complete a Phase I Environmental Site Assessment but we do not expect there to be any Recognized Environmental Conditions (RECs).

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4. Impact on City infrastructure (transportation and utilities): We expect residents to utilize local public transit for a majority of transportation needs (we expect this project to increase the walkability of the area though increasing density and demand for local amenities). We plan to utilize public utilities. This project will help make Swartz Creek a more attractive place for business investment and people due to its location near downtown and local amenities.
5. Impact on City services (police, fire, EMS, code enforcement): We expect the local area to be much safer and to incentivize investment by nearby homeowners and business owners. Increasing the density will help activate the area with more residents to deter nearby criminal activity and utilize local businesses and other amenities. We expect nearby property values to increase and more local investment and activity, enlarging the tax base and providing more resources for City services.
6. Square footage of the building and land to be renovated: The school building renovation and addition is approximately 59,000 square feet.
7. Project Marketing: The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Swartz Creek, we expect full occupancy to take approximately 3 to 4 months.
8. Development Team Experience: Please see attached resumes for Communities First, Inc. and RAD Conversion Specialists, LLC.
9. Legal Description: Lots 34 through 45 and Lots 50 through 56 Crapo Plat No. 1.
10. Name of the property owner at the time of application: Swartz Creek Community Schools. Purchase Option Attached.
11. Current financing, options, and liens on the property: We are not aware of any liens on the property. We plan to finance the development through low income housing tax credit equity, debt, and grant funds.
12. Current assessed value of the property. \$0.00.
13. Development Proforma: See Attached.

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14. Operating Proforma: *See Attached.*
15. Rent Schedule with Income Targeting: *See Attached.*
16. Proposed Timeline
  - a. Closing of the loan or contributing financing *December 2020*
  - b. Anticipated date construction will begin *July 2020*
  - c. Anticipated date of completion *August 2021*
17. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members. *We are not aware of any conflicts of interest.*
18. *Draft Pilot Ordinance Attached*

*Empowering People. Building Communities.*



## **APPLICANT INFORMATION**

<b>ENTITY NAME</b>	Communities First, Inc. on behalf of Mary Crapo LDHA LP
<b>REPRESENTATIVES NAME</b>	Glenn A. Wilson
<b>ADDRESS</b>	415 West Court Street, Flint, MI 48503
<b>TELEPHONE NUMBER</b>	810 422 5358
<b>E-MAIL ADDRESS</b>	gwilson@communitiesfirstinc.org

## **GUARANTORS INFORMATION**

<b>ENTITY NAME</b>	Communities First, Inc.
<b>ENTITY PRINCIPAL</b>	
<b>ADDRESS</b>	415 West Court Street, Flint, MI 48503
<b>TELEPHONE NUMBER</b>	810 422 5358
<b>E-MAIL ADDRESS</b>	gwilson@communitiesfirstinc.org

<b>ENTITY NAME</b>	RAD Conversion Specialists, LLC.
<b>ENTITY PRINCIPAL</b>	Eric Gold
<b>ADDRESS</b>	32500 Telegraph, #222, Bingham Farms, MI 48025
<b>TELEPHONE NUMBER</b>	248 203 0011
<b>E-MAIL ADDRESS</b>	egold@slavikenterprises.com

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## **PROJECT INFORMATION**

<b>PROJECT NAME</b>	Mary Crapo Senior Apartments
<b>ADDRESS OF PROJECT</b>	8197 Miller Road
<b>PARCEL ID</b>	58-02-526-027
<b>LEGAL DESCRIPTION</b>	Lots 34 through 45 and Lots 50 through 56 Crapo Plat No. 1.

## **DEVELOPMENT TEAM**

<b>APPLICANT PRIMARY POINT OF CONTACT</b>	Communities First, Inc.
<b>ARCHITECTURAL FIRM</b>	Hooker DeJong Architects & Engineers
<b>CONSTRUCTION PROJECT MANAGER</b>	TBD
<b>GENERAL CONTRACTOR FOR PROJECT</b>	TBD

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## *Communities First, Inc. Overview*

Communities First, Inc. (CFI) is a Michigan-based nonprofit 501c3 whose mission is to promote and provide an improved quality of life to residents of distressed communities through economic development and affordable housing solutions. The organization is focused on providing safe, quality affordable housing, increasing economic opportunities, and improving the quality of life of the populations that the organization serves.

The motto of Communities First, Inc. is “Empowering People. Building Communities”. It is this attitude that has led to numerous community relationships, memberships and partnerships. This approach has provided Communities First, Inc. with a broad perspective of the community and people that it serves. One major goal of CFI is to create and encourage social equity in the communities where it operates.

### Affordable Housing

In Flint, Michigan, CFI is the developer of Oak Street Senior Apartments. The \$5.1 million project provides 24 units of safe, affordable housing for low income seniors in the downtown Flint area. Oak School was originally built in 1898 and has been preserved and repurposed. CFI has also developed the historic Swayze Court Apartments in Flint into 36 apartments for people who are homeless, at risk of homelessness or who have special needs. This \$8.1 million project has been funded by the Michigan State Housing Development Authority. Recently completed is Coolidge Park Apartments, the \$16.5 million project is the adaptive reuse of a school closed in 2011 into mixed-income rental apartments, community space and the new construction of a mixed-use building comprised of rental apartments and almost 10,000 square feet of commercial space. Under construction is Berkley Place Apartments, a new construction 33 unit multifamily apartment building serving homeless, at-risk of homelessness, and special needs residents and containing community space and health space utilized by the lead service agency Genesee Community Health Center

### Economic Development

Communities First, Inc. recognizes that it is important for residents of distressed communities to have increased employment opportunities. The Oak Street Senior Apartments project alone created more than 100 well-paying jobs for local workers, some of which have barriers to employment, were low income and/or minorities. Mixed use projects are being planned to provide further opportunities for economic development. CFI has been successful in securing more than \$14 million in federal, state and local grant funds for projects in the Flint community. In addition to providing job and training opportunities on affordable housing developments, Communities First, Inc. is repositioning commercial, warehouse, and office/event space in Flint to provide economic development opportunities to residents.

## *Developing With The Community In Mind*

COMMUNITIES FIRST, INC.  
COMMUNITIESFIRSTINC.ORG

310 E THIRD ST  
FLINT, MI 48502

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5358  
F: 810-519-4844



### Green Life Community Education Program

Green Life addresses several important topics in that make residents and businesses more aware of their impact on the environment. The program encourages individual and corporate responsibility through resident and business forums. Examples of the topics that are covered include: energy saving and water conservation methods, education about climate change, recycling, the use of public transportation and reducing your carbon footprint.

### Culture Shock

Culture Shock, as its name suggests, provides cultural experiences that provoke, surprise and stimulate. By altering and enhancing perceptions of arts and culture--in partnership with other community groups and businesses--individuals and families can expand their horizons, broaden their tastes and deepen their understanding of the world around them. The program provides exposure to arts, music, food, sporting events and various cultures to diversify the experience of residents of low to moderate income communities. Culture Shock eliminates barriers like cost and transportation to increase access and opportunity. This innovative program impacts about 16,000 per year and has received national media coverage.

## *Developing With The Community In Mind*

COMMUNITIES FIRST, INC  
COMMUNITIESFIRSTINC.ORG

310 E THIRD ST  
FLINT, MI 48502

P.O. BOX 152  
FLINT, MI 48501

P: 810-422-5358  
F: 810-519-4844



## Project: Oak Street Senior Apartments



**Project Overview:** Communities First, Inc. is the sponsor/developer of Oak Street Senior Apartments. Oak Street Senior Apartments is a U.S. Department of HUD Section 202 Supportive Housing for the Elderly development. The project consists of 24 units of safe, affordable housing for low income seniors in the downtown Flint area. The historic Oak School was originally built in 1898 and has been preserved according to historic standards. The resulting development is Enterprise Green Communities certified and winner of the Association of General Contractors of Michigan.

**Project Type:** Permanent Supportive Housing for Elderly

**Unit Mix:** 24 Units Permanent Supportive Housing

**Year of Completion:** 2014

**Funding Sources:** Oak Street Senior Apartments was funded primarily through a U.S. Department of HUD Section 202 Supportive Housing for the Elderly grant and a MSHDA Housing Development Funds grant. Additional sources of funding came from the City of Flint, Genesee County Land Bank Authority and Michigan LISC.

**Total Project Cost:** \$5.1 Million

**Additional Details:** Please visit [https://www.youtube.com/watch?v=Velpu15\\_184](https://www.youtube.com/watch?v=Velpu15_184) for a video of the ribbon cutting ceremony and [https://www.youtube.com/watch?v=c6W\\_D0\\_WNXA](https://www.youtube.com/watch?v=c6W_D0_WNXA) for more information.

## Project: Swayze Court Apartments



**Project Overview:** Communities First, Inc. is the sponsor/developer of Swayze Court Apartments. This project involved the rehabilitation of the historic Swayze Apartments and the construction of a new building on the property. Swayze Court Apartments is a 36 unit permanent supportive housing project for individuals that are homeless, at risk of homelessness or have special needs. Swayze Court Apartments provided more than 100 well-paying construction jobs for the local community and was certified as an Enterprise Green Community.

**Project Type:** Permanent Supportive Housing (PSH) for Homeless, At Risk of Homelessness, and Special Needs

**Unit Mix:** 28 PSH Units, 8 Units Mixed Affordable

**Year of Completion:** 2016

**Funding Sources:** Swayze Court Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, MSHDA HOME and City of Flint HOME.

**Total Project Cost:** \$8.3 Million

**Additional Details:** Please visit <https://www.youtube.com/watch?v=ovfMPJBriNs&t=21s> for a video of the ribbon cutting ceremony.

## Project: Coolidge Park Apartments



**Project Overview:** Communities First, Inc. is the sponsor/developer of Coolidge Park Apartments. Completed in October 2019, the project involves the historic rehabilitation of Coolidge Elementary School and the construction of a new mixed use building on the site. The development includes market rate units, affordable units and over 9,000 square feet of commercial space.

**Project Type:** Low Income Housing Tax Credits (LIHTC)

**Unit Mix:** 54 LIHTC Units, 9 market rate units, over 9,000 sq. feet commercial space

**Year of Completion:** October 2019

**Funding Sources:** Coolidge Park Apartments is funding with MSHDA LIHTC, Federal Historic Tax Credits, City of Flint HOME Funds, foundation grants and conventional financing.

**Total Project Cost:** \$16.8 Million

## Event: Movies Under the Stars



**Event Overview:** Communities First, Inc. has four major programs, one of which is called Culture Shock. This program offers families the opportunity to engage with arts and culture activities. The purpose is to build community and to utilize creative means to introduce families to the performing and visual arts. One such activity of this program is Movies Under the Stars, an outdoor movie event that draws thousands of families each year. This summer was the fourth season for the series which has now expanded to include both Flint and Saginaw.

**Program Outcomes:** Community building and engagement, arts and culture exposure

**Program Years:** 2014-2019

**RAD CONVERSION SPECIALISTS, LLC**  
**32500 Telegraph, #222**  
**Bingham Farms, Michigan 48025**  
**(248) 203-0011**

RAD Conversion Specialists, LLC (RCS) combines the management, consulting and operations experience of Premier Property Management, LLC (“Premier”) and its Principal, Robert Beale, with the development, construction, ownership and financing experience of The Slavik Company (“Slavik”) and its principals. RCS was formed for the specific purpose of sharing 85 years of combined affordable housing experience with Affordable Housing decision-makers and assisting them to navigate the path towards successful development of affordable housing communities.



Premier and Slavik first combined efforts in 1999 to respond to a Request for Proposals from the Detroit Housing Commission to redevelop its Jeffries Homes Public Housing Project under HUD’s HOPE VI Program. Our group was ultimately selected as Master Developer and we have spent the past 14 years planning and implementing the \$98.2 million transformation of two of Detroit’s worst public housing projects into new and vibrant communities of mixed-income rental units, for-sale single-family homes and townhomes, parks, community open space and community centers (shown below). Like most of the other projects we have completed, this project required stakeholder input and feedback, coordinating the activities of market analysts, environmental consultants, CNA consultants, lenders, tax credit investors, architects, engineers, general contractors and others.



This experience provides RCS with the unique ability to assist in all phases of affordable housing development – Assessment, Application and Implementation. The Assessment Phase includes an analysis of the financial feasibility of potential projects, including the investigation of various sources of funds. The Application Phase requires, among other things, detailed development and operating pro-formas and an evaluation of the likelihood of obtaining low-income housing tax credits. While RCS has the experience and ability to guide affordable housing agencies through these phases, the Implementation Phase is where RCS can provide the most value. Our proven financial acumen and experience with low-income housing tax credits, FHA loans, HOME Funds, Replacement Housing Factor (RHF) Funds, as well as our connections with lenders and tax credit investors, will expedite the Implementation Phase and can lead to a very successful development.

RAD Conversion Specialists, LLC combines the real-world success of its principals with a demonstrated ability to work cooperatively and efficiently in public-private partnerships with agencies of varying sizes and competence. Our successful planning, development, construction and efficient management of affordable housing clearly demonstrates our ability to get the job done and sets us apart from other "consultants".

**RAD Conversion Specialists, LLC (“RCS”)** was formed for the specific purpose of sharing 85 years of combined affordable housing experience with PHA decision makers and assisting them navigate the path towards the successful redevelopment of their public housing portfolios.

RCS combines the management, consulting and operations experience of Premier Property Management, LLC (“Premier”) and its principal, Robert Beale, with the development, construction, ownership and financing experience of The Slavik Company (“Slavik”) and its principals. These two firms have over 85 years of combined experience developing, constructing, managing and owning affordable housing. Most recently, they have worked in partnership with the Detroit Housing Commission to redevelop two of Detroit’s worst public housing projects into new and vibrant communities. These two developments, Woodbridge Estates and Cornerstone Estates, represent an investment of over \$98 million and includes the construction of 507 multi-family, mixed-income apartment units (including 238 public housing units), 60 for-sale homes and a 100-unit senior congregate apartment community (including 50 public housing units and 50 project-based Section 8 units). Each neighborhood includes open space, parks and a leasing/community center.

Like most of the other projects we have completed, this project required stakeholder input and feedback, coordinating the activities of the market analysts, environmental consultants, CNA consultants, lenders, tax credit investors, architects, engineers, general contractors and others.

Since its formation in 1999, Premier has provided management and/or consulting services for 100 affordable housing communities and currently manages 2,000 units of affordable or mixed-income housing, including 1,000 public housing units. In addition, Mr. Beale has been appointed as Executive Director/Management Agent for the South Lyon Housing Commission (from 2005 through present), the Ecorse Housing Commission (from 2006 through 2011) and the Clinton Township Housing Commission (from 2010 through 2012). Mr. Beale was responsible for turning all three troubled agencies into standard and/or high performers.

Slavik was formed in 1955 and continues its focus on providing high-quality, affordable housing throughout metropolitan Detroit. Since the early 1960’s, Slavik has developed almost 3,000 subsidized senior apartment units and over 1,200 low-income or mixed-income multi-family rental units, including the construction of 238 public housing units at Woodbridge Estates and Cornerstone Estates.

RCS is currently providing consulting services to the Lapeer Housing Commission, Bay City Housing Commission and Marion Indiana Housing Authority to assist them through the RAD conversion process. We are development partners with the Paw Paw Housing Commission, Clinton Township Housing Commission and the Housing Authority of the City of Fayetteville Arkansas and are currently working with these housing agencies to rehabilitate, modernize and/or reconstruct their portfolios.

All of these efforts include the experience and knowledge of our affiliate general contractor, Slavik Building and Development, LLC. Steve Slavik has been in the construction and

apartment industries since he began working with his father as a teenager. Howard Katzman brings over twenty years of construction experience, including 226 units of affordable housing at Woodbridge Estates and Cornerstone Estates. All of these projects exceed the Enterprise Green Communities minimum standards and requirements.

### **Recent Experience**

#### **Cornerstone Estates – Phase III**

Location: Detroit, MI  
# Units: 62 family rental units, including 39 public hsg. (new construction)  
Total Development Costs: \$10,477,727  
Total Construction Costs: \$7,574,638  
Sources: Hope VI Loan - \$2,863,593; LIHTC Equity - \$7,046,181;  
Brownfield Tax Credit Equity - \$567,953  
Project Duration: October 2010 – October 2012  
Owner: The Detroit Housing Commission  
2211 Orleans  
Detroit, Michigan 48207  
Attn: Teanisha Eli, Director of Development  
313.877.8812

#### **Woodbridge Estates – Phase VI**

Location: Detroit, MI  
# Units: 46 family rental units, including 14 public hsg. (new construction)  
Total Development Costs: \$10,579,371  
Total Construction Costs: \$7,840,233  
Sources: Hope VI Loan - \$3,363,126; LIHTC Equity - \$6,603,461;  
Brownfield Tax Credit Equity - \$216,533  
Project Duration: January 2012 – November 2014  
Owner: The Detroit Housing Commission  
2211 Orleans  
Detroit, Michigan 48207  
Attn: Teanisha Eli, Director of Development  
313.877.8812

#### **Bridgeport Apartments**

Location: Allegan, MI  
# Units: 49 family rental units (acquisition/rehab)  
Total Development Costs: \$6,289,764  
Total Construction Costs: \$2,445,942  
Sources: FHA Loan - \$2,265,000; LIHTC Equity - \$3,935,000;  
Project Duration: July 2013 – December 2015  
Owner: Bridgeport Community LDHA, LLC  
(entity related to RCS)

**Paw Paw Housing Commission**

Location: Paw Paw, MI  
# Units: 81 public housing, senior apartments (RAD Conversion and rehab)  
Total Development Costs: \$7,342,429  
Total Construction Costs: \$3,016,630  
Sources: LIHTC Equity - \$5,145,823; PHA Funds - \$2,196,606  
Project Duration: June 2015 – current (expected completion October 2017)  
Owner: Paw Paw Housing Commission  
205 Miller Court  
Paw Paw, Michigan 48079  
Attn: Patricia Winston, Executive Director  
269.657.4776

**Swayze Court Apartments**

Location: Flint, MI  
# Units: 36 family rental units (historic rehab and new construction)  
Total Development Costs: \$8,529,691  
Total Construction Costs: \$5,923,720  
Sources: LIHTC & Historic Equity - \$6,643,893; Flint HOME Funds - \$670,973; MSHDA HOME Funds - \$850,000; AHP Loan - \$400,000  
Project Duration: June 2014 – current (expected completion September 2016)  
Owner: Communities First, Inc. (non-profit developer)  
415 West Court Street  
Flint, Michigan 48502  
Attn: Glenn Wilson, President  
810.422.5358

**Woodbridge Estates – Senior Apartments**

Location: Detroit, MI  
# Units: 77 elderly designated, including 39 public housing and 16 market rate units (new construction)  
Total Development Costs: \$15,924,000  
Total Construction Costs: \$12,107,894  
Sources: Hope VI Loan - \$3,700,000; LIHTC Equity - \$12,172,283; Other - \$51,717  
Project Duration: October 2016 – December 2017  
Owner: The Detroit Housing Commission  
2211 Orleans  
Detroit, Michigan 48207  
Attn: Teanisha Eli, Director of Development  
313.877.8812

A detailed list of RCS's experience with affordable housing is included on the following pages.

## OPTION TO PURCHASE REAL ESTATE AGREEMENT

This Option to Purchase Real Estate Agreement (the "Agreement") is made and entered into effective this January 15, 2019, by and between Swartz Creek Community Schools with an address of 8354 Cappy Lane, Swartz Creek, Michigan (the "Seller") and Communities First, Inc., a Michigan non-profit corporation or an affiliate entity to be formed (the "Purchaser") with an address of 415 W. Court Street, Flint, MI 48503.

### RECITALS:

**WHEREAS**, the Seller is the owner of certain land located at 8197 Miller Road in the City of Swartz Creek, County of Genesee, State of Michigan legally described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, the Purchaser desires to purchase the Property and the Seller has agreed to sell the Property to Purchaser;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements stated herein and in consideration of the Option Consideration paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### I. OPTION TO PURCHASE

A. Option Grant and Consideration. Seller hereby grants to Purchaser the exclusive and irrevocable option to purchase the Property upon the terms and provisions of this Agreement (the "Option"). The Option shall only be exercisable during the period commencing on the date of execution of this Agreement and ending February 29, 2020 (the "Option Term"). As consideration for the Option during the Option Term, Purchaser will deliver to Cinnaire Title Company (the "Title Company") within three (3) days of the execution hereof the sum of One Dollar (\$1.00) in the form of check payable to Seller (the "Option Consideration") which shall be held by the Title Company and shall be applied as hereinafter provided. Purchaser may request an extension of the Option Term for no more than two (2) additional six (6) month terms ("Extension") by payment of an additional One Thousand Dollars (\$1,000.00) for each Extension no later than the date of the commencement of each Extension of the Option Term. Any additional payment made hereunder shall be considered part of the Option Consideration, and shall be held by the Title Company and shall be applied as hereinafter provided.

B. Exercise of Option. The Option may be exercised by Purchaser by delivery to Seller during the Option Term or the Extensions of notice in writing of the exercise of the Option.

C. Expiration of Option. If Purchaser fails to properly exercise the Option as provided herein the Option shall expire absolutely and Purchaser shall have no right to purchase the Property or any remaining portion thereof. In such event Seller shall retain the Option Consideration as its sole and exclusive consideration for the Option and Seller shall be entitled to no other remedy or recourse whatsoever against Purchaser arising out of Purchaser's failure to exercise the Option.

D. Option Consideration applied at Closing. The Option Consideration shall each be applied against the Purchase Price upon Closing (as hereinafter defined).

## II. PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE.

A. Price. The purchase price (the "Purchase Price") for the Property upon exercise of the Option is One Dollar and 00/100 (\$1.00) Dollar (the "Purchase Price"). The Purchase Price is payable by the Purchaser to the Seller in US Dollars at the Closing plus or minus pro-rations or other adjustments made pursuant to the terms of this Agreement.

## III. TITLE AND TITLE COMMITMENT.

A. Title. At the Closing, Seller shall transfer the Property to Purchaser, by Warranty Deed, free of any liens or encumbrances made by the Seller except for those expressly waived or approved by the Purchaser in writing or specifically authorized by the terms of this Agreement.

B. Title Commitment. Following the delivery of the notice of exercise of this Option for the Property, Title examination will be conducted and completed prior to the closing in the following manner:

(1) The Seller shall furnish an updated title commitment (the "Title Commitment") for an owner's title insurance policy in the amount of the Purchase Price of the Property together with legible copies of all exceptions of record referenced therein.

(2) Purchaser shall have twenty (20) days after receipt of Title Commitment to examine title to the Property. If the title documents show conditions unacceptable to Purchaser, Purchaser shall notify the Seller in writing of its specific objections within the 20-day period. Purchaser shall be deemed to have waived any title objections not made within the 20-day period provided for above. Said waiver, however, shall not operate as a waiver of the Seller's covenants in the Warranty Deed. The following exceptions ("Permitted Exceptions") shall not be considered objections to marketable title:

- (a) Reservation of any minerals or mineral rights to State of Michigan;
- (b) Utility, drainage and highway easements that do not interfere with the use of the Property;
- (c) Building and zoning laws, ordinances and state and federal regulations;
- (d) Terms and conditions of this Agreement and those referenced herein and attached hereto;
- (e) Easements, encroachments and restrictions shown on the Plat.

(3) The Seller shall have forty-five (45) days from receipt of Purchaser's written objections (the "Objections") to make title marketable. Upon receipt of Purchaser's Objections, the Seller shall, within ten (10) days, notify Purchaser of the Seller's intent to make title marketable or

insurable within the 45-day period. Pending correction of title, Closing shall be postponed, but the Seller shall pursue cure of defects in a diligent manner. Within twenty (20) days of written notice to Purchaser of correction of title, the parties shall perform this Agreement in accordance with its terms. Upon failure of the Seller to provide notice of intention to make title marketable, or if notice is furnished but the 45-day period expires without title being made marketable and said 45-day period has not been extended by written agreement signed by both parties, Purchaser may terminate this Agreement. Neither party shall be liable to the other party for damages hereunder, and both parties agree to sign a cancellation of purchase agreement if requested by the other party. If title is found marketable or is made marketable within the allowable time and Purchaser shall default in any of the terms of this Agreement and stay in default for a period of twenty (20) days, the Seller may terminate this Agreement and upon such termination be entitled to the remedies provided herein and such other remedies as the law allows.

C. Possession. Possession of the Property shall be delivered by the Seller to Purchaser on the date of Closing.

#### IV. INSPECTION AND ENVIRONMENTAL.

A. As Is. Purchaser shall take the Property in an "as is" condition and shall assume the risk of any and all adverse environmental conditions. The Seller represents and warrants that during its ownership, to its knowledge, it has taken no actions that would negatively impact the environmental condition of the Property.

B. Copies of Information. Upon the execution of this Agreement, the Seller shall provide Purchaser with true and correct copies of all studies, correspondence and other data in the Seller's possession with respect to the environmental condition of the Property.

C. Inspection. Purchaser shall have the right to have prepared, at its sole cost, a survey of the Property. Purchaser shall have the right until the expiration of the Option Term and any applicable Extensions (such period being referred to herein as the "Inspection Period") to enter onto the Property for the purposes of preparing a survey. The Seller will deliver to the Purchaser any survey it has in its possession. Purchaser shall also have the right to make inspections, measurements and tests, soil and other tests it deems desirable at its sole cost. Purchaser agrees to indemnify, defend and hold the Seller and the Property harmless from any cost, charge, lien and/or claim associated with, occasioned by, or arising out of Purchaser's such entry on the Property.

#### V. CONDITIONS PRIOR TO CLOSING.

A. Performance by Purchaser. Closing shall be held as provided in Article VIII herein upon the completion by the Purchaser of certain conditions to the satisfaction of the Seller.

#### VI. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER AND THE PURCHASER.

A. The Purchaser Warranties, Representations and Covenants. The Purchaser represents, warrants and covenants as follows:

(1) The execution and delivery of this Agreement by Purchaser and the consummation of the transaction contemplated hereby are within the powers of Purchaser, and this Agreement shall be binding and valid.

(2) That Purchaser has the financial capacity to meet its obligations specified in this Agreement.

(3) That Purchaser will comply with and timely perform all of its obligations specified in this Agreement and all documents referenced herein and/or attached hereto.

(4) Purchaser will indemnify the Seller, its successors and assigns against, and will hold the Seller, its successors and assigns, harmless from any expenses or damages, including reasonable attorney's fees, that the Seller incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by the Seller with knowledge of any such breach by the Purchaser will not constitute a waiver or release by the Seller of any claims due to such breach.

These representations and warranties shall be true and correct on the Closing Date and shall survive the Closing.

B. Seller's Warranties, Representations and Covenants. The Seller represents, warrants and covenants as follows:

(1) In accordance with the terms of this Agreement, the Seller shall convey fee title to the property by Warranty Deed with all such warranties and representations that such deed implies.

(2) Neither the Seller nor any agent or employee of Seller has knowledge of or has received notice of any suits, judgments or violations relating to or at the Property of any laws, ordinances or regulations, including but not limited to zoning, building, fire, health, pollution, environmental protection or waste disposal ordinances, codes, laws or regulations, which have not been corrected.

(3) To the Seller's knowledge, there are no hazardous wastes, wells, abandoned wells, underground storage tanks or individual sewage treatment facilities on the Property, and there has been no dumping during its ownership which would adversely affect the development of the Property.

(4) The Property is not within a designated 100-year flood plain area.

(5) There are no existing private covenants, conditions or restrictions of record with respect to the Property except as disclosed herein.

(6) The Seller makes no representations regarding future real estate taxes or assessments for the Property.

(7) There are no delinquent taxes against the Property.

(8) At the time of Closing, the Property shall not be subject to any outstanding leases or rights of occupancy, or any unrecorded documents containing interests in the Property.

(9) There has been no labor or material furnished to the Property for which complete payment has not been made and acknowledged.

(10) The Seller will cooperate with the Purchaser and join with Purchaser in executing any applications required by Purchaser in connection with rezoning as required by Purchaser's intended use of the Property as described herein. All costs and expenses incurred in obtaining such approvals shall be borne by Purchaser.

(11) Acceptable access to and egress from the Property is available and provided by public streets or roads; and, to the best of the Seller's knowledge, there are no federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property.

(12) The Seller will indemnify the Purchaser, its successors and assigns, against, and will hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorney's fees, that Purchaser incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after the conveyance of the Property.

These representations and warranties shall be true and correct on the Closing Date and shall survive the Closing.

## **VII. TAXES AND ASSESSMENTS, FEES AND PRORATIONS.**

A. Taxes Shall Be Prorated. Real estate taxes attributable to the Property due and payable in the year of closing shall be prorated to the date of Closing. Real estate taxes attributable to the Property and due and payable in years prior to the year of Closing shall be paid by the Seller. The Purchaser shall pay real estate taxes attributable to the Property and due and payable in the years following the year of closing.

B. Prorations. All items customarily prorated and adjusted in connection with the closing of the sale of the Property shall be prorated as of the date of Closing. It shall be assumed that the Seller shall own the Property for the entire day of Closing.

C. Special Assessment. The Seller shall pay all special assessments as of the date of Closing if they are pending, assessed, or levied and unpaid but payable.

## **VIII. CLOSING.**

A. Closing Date. The Closing of the purchase and sale contemplated by this Agreement shall occur within ninety (90) days of the Option Term and any applicable Extension; or such other time as is mutually agreed upon by the parties.

B. Closing Location. The Closing shall take place at such time and place to be mutually agreed upon by the parties.

C. Seller's Closing Documents and Obligations. The Seller will execute and deliver the following:

- (1) A Warranty Deed conveying the Property to Purchaser.

(2) An Affidavit of Title by the Seller indicating that there are no unsatisfied judgments, tax liens or bankruptcies against or involving the Seller affecting the Property, and that there has been no labor or material furnished to the Property contracted for by Seller for which payment has not been made or for which mechanics' liens could be filed, and there are no other unrecorded interests in the Property created by the Seller.

(3) All other documents reasonably required by this Agreement to transfer Property to the Purchaser in accordance with this Agreement.

D. Purchaser's Closing Documents and Obligations. Purchaser will execute and deliver the following:

(1) The balance of the Purchase Price.

(2) Such other documents as may be reasonably required in order to record the Closing Documents and complete the transaction contemplated herein.

E. Allocation of Costs at Closing. The Seller and the Purchaser agree that all prorations of costs and expenses for the sale and purchase contemplated by this Agreement will be made at closing unless otherwise specifically stated in accordance with local standards and/or rules. Each party shall pay its own real estate brokerage fees or real estate commissions or finder's fees. All other costs shall be allocated in accordance with the customs prevailing in similar transactions.

## **IX. COMMISSIONS.**

A. Indemnity by Seller. Seller hereby agrees to indemnify and to hold Purchaser harmless from any claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any other party through the Seller.

B. Indemnity by Purchaser. Purchaser hereby agrees to indemnify and to hold the Seller harmless from any claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any other party through the Purchaser.

## **X. DEFAULT AND REMEDIES UPON TERMINATION.**

A. Purchaser's Remedies. If the Seller defaults under this Agreement for any reason (other than Purchaser's default), Purchaser shall be entitled to terminate this Agreement. Purchaser may recover from the Seller any and all damages suffered by Purchaser as a result of such default, provided however, that such damages shall include only the actual costs and expenses incurred by Purchaser in preparation for the consummation of the transaction contemplated by this Agreement, including, without limitation, fees and charges paid to consultants in connection with Purchaser's due diligence efforts, including reasonable attorneys' fees, but shall not include lost profits or other compensatory or punitive damages.

B. **Seller's Remedies.** If Purchaser defaults under this Agreement for any reason (other than the Seller's default) prior to the Closing Date, the Seller shall be entitled to terminate this Agreement.

C. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

## XI. NOTICES.

A. Any notice required or permitted hereunder shall be deemed to have been given when i) the recipient acknowledges receipt via written communication to sender or ii) said notice is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested addressed to the Seller or the Purchaser, as the case may be, at the address noted above.

## XII. MISCELLANEOUS.

A. **Amendments.** This Agreement may be amended only by written instrument executed by both the Seller and the Purchaser.

B. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

C. **Survival.** All warranties, representations and covenants of the Seller and the Purchaser in this Agreement shall survive and not be merged into the documents of conveyance, and shall be enforceable after the closing. The Seller and the Purchaser shall indemnify the other against any breach by such party.

D. **Entire Agreement, Modifications.** This Agreement constitutes the complete agreement between the parties regarding the transactions contemplated herein and supersedes any prior oral or written agreements regarding the Property. There are no agreements, covenants, representations, warranties or restrictions between the parties, other than those stated herein. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

E. **Severability.** In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

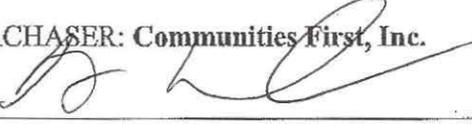
F. **Successors.** This Agreement shall be binding upon the successors, heirs, and assigns of the Seller and the Purchaser.

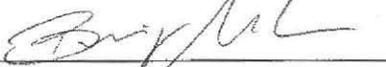
G. **Limited Use.** It is mutually agreed that the Property will be limited to senior housing and other ancillary uses for 30 years and any change in use must be approved by the Swartz Creek Community School Board, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

PURCHASER: **Communities First, Inc.**

SELLER: **Swartz Creek Community Schools**

By: 

By: 

Print Name: Glenn A. Wilson

Print Name: BEN MAINKA

Title: President & CEO

Title: SUPERINTENDENT

Date: 1-15-19

Date: 1-10-19

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 34 THROUGH 45 AND LOTS 50 THROUGH 56 CRAPO PLAT NO. 1.

Emailed  
12/20/19  
to guilsons@communities



November 1, 2019

Mr. Ben Mainka  
Superintendent  
Swartz Creek Community Schools  
8354 Cappy Lane  
Swartz Creek, MI 48473

Re: Mary Crapo Building 8197 Miller Rd. Option Extension

Dear Mr. Mainka:

Per the Option to Purchase Real Estate Agreement, dated January 15, 2019, Communities First, Inc. wishes to exercise an Extension of the Option Term for six (6) months. Please note the Option Term now expires on August 29, 2020.

Please note the Extension payment of one-thousand dollars (\$1,000.00) has been deposited with Cinnaire Title Services.

Please contact me with any questions.

Please sign on the line below to acknowledge the Option Term Extension referenced in this letter.

Ben Mainka SUPERINTENDENT 12-18-19  
Name, Title Date

Sincerely,

Glenn Wilson  
Glenn Wilson  
President and CEO  
Communities First, Inc.

*Empowering People. Building Communities.*

COMMUNITIES FIRST, INC. 415 W. COURT ST. P.O. BOX 152 P: 810-422-5358  
COMMUNITIESFIRSTINC.ORG FLINT, MI 48503 FLINT, MI 48501 F: 810-519-4844

**Mary Crapo Senior Apartments  
Swartz Creek, MI**

<b>SOURCES &amp; USES OF FUNDS Summary</b>	
<b>SOURCES</b>	
MEDC	1,095,708
Historic Equity	1,718,684
County HOME	600,000
Conventional Financing	1,500,000
Tax Credit Equity @	7,846,815
Deferred Developer Fees	187,905
<b>TOTAL SOURCES</b>	<b><u><u>\$12,949,112</u></u></b>
<b>USES</b>	
Acquisition of Land and Buildings	1
Construction Costs	10,957,076
Soft Costs	1,992,035
<b>TOTAL USES</b>	<b><u><u>12,949,112</u></u></b>

Property: Mary Crapo Adaptive Reuse  
 Flint, MI

RESIDENTIAL

City	Initial Inflation	Future Inflation	Begin in Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Income																			
Annual Rental Income	2.00%	2.00%	6	299,820	305,816	311,933	318,171	324,535	331,026	337,646	344,399	351,287	358,313	365,479	372,788	380,244	387,849	395,606	
Annual Non-Rental Income	2.00%	2.00%	6	8,500	8,670	8,843	9,020	9,201	9,385	9,572	9,764	9,959	10,158	10,361	10,569	10,780	10,996	11,216	
Commercial Rental Income	2.00%	2.00%		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Residential Vacancy Loss	5.00%	5.00%	6	14,991	15,291	15,597	15,909	16,227	16,551	16,882	17,220	17,564	17,916	18,274	18,639	19,012	19,392	19,780	
Commercial Vacancy Loss	15.00%	10.00%	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Project Revenue</b>				<b>293,329</b>	<b>299,196</b>	<b>305,179</b>	<b>311,283</b>	<b>317,509</b>	<b>323,859</b>	<b>330,336</b>	<b>336,943</b>	<b>343,682</b>	<b>350,555</b>	<b>357,566</b>	<b>364,718</b>	<b>372,012</b>	<b>379,452</b>	<b>387,041</b>	
Expenses																			
Management	3.00%			17,520	18,046	18,587	19,145	19,719	20,310	20,920	21,547	22,194	22,860	23,545	24,252	24,979	25,729	26,501	
Administration	3.00%			22,520	23,196	23,891	24,608	25,346	26,107	26,890	27,697	28,528	29,383	30,265	31,173	32,108	33,071	34,064	
Project-paid Fuel	3.00%	3.00%	6	1,240	1,277	1,316	1,355	1,396	1,437	1,481	1,525	1,571	1,618	1,666	1,716	1,768	1,821	1,876	
Common Electricity	3.00%	3.00%	6	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743	12,095	12,458	12,832	13,217	13,613	
Water & Sewer	3.00%	3.00%	6	32,520	33,496	34,500	35,535	36,602	37,700	38,831	39,995	41,195	42,431	43,704	45,015	46,366	47,757	49,189	
Operating & Maintenance	3.00%			40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504	
Payment in Lieu of Taxes				14,674	15,309	15,989	16,713	17,483	18,299	19,162	20,073	21,032	22,041	23,101	24,213	25,378	26,598	27,874	
Insurance	3.00%			14,000	14,420	14,853	15,298	15,757	16,230	16,717	17,218	17,735	18,267	18,815	19,379	19,961	20,559	21,176	
Other - taxes, licenses, fees	3.00%			1,520	1,566	1,613	1,661	1,711	1,762	1,815	1,869	1,925	1,983	2,043	2,104	2,167	2,232	2,299	
Payroll & Benefits	3.00%			37,520	38,646	39,805	40,999	42,229	43,496	44,801	46,145	47,529	48,955	50,424	51,936	53,495	55,099	56,752	
Miscellaneous	3.00%			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Operating Expenses</b>				<b>190,514</b>	<b>196,424</b>	<b>202,138</b>	<b>208,019</b>	<b>214,072</b>	<b>220,304</b>	<b>226,719</b>	<b>233,322</b>	<b>240,120</b>	<b>247,117</b>	<b>254,320</b>	<b>261,735</b>	<b>269,369</b>	<b>277,226</b>	<b>285,316</b>	
<b>Net Operating Income</b>				<b>102,815</b>	<b>102,771</b>	<b>103,042</b>	<b>103,264</b>	<b>103,436</b>	<b>103,555</b>	<b>103,617</b>	<b>103,621</b>	<b>103,562</b>	<b>103,438</b>	<b>103,246</b>	<b>102,982</b>	<b>102,644</b>	<b>102,226</b>	<b>101,726</b>	
Rep. Reserve	2.00%			12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	14,920	15,219	15,523	15,834	
Debt Service				75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	
MEDC 40% Cash Flow Loan				6,234	6,121	6,131	6,120	6,087	6,031	5,950	5,843	5,709	5,547	5,356	5,133	4,878	4,589	4,265	
<b>Cash Flow</b>				<b>9,351</b>	<b>9,181</b>	<b>9,197</b>	<b>9,181</b>	<b>9,131</b>	<b>9,046</b>	<b>8,925</b>	<b>8,764</b>	<b>8,564</b>	<b>8,321</b>	<b>8,034</b>	<b>7,700</b>	<b>7,317</b>	<b>6,884</b>	<b>6,398</b>	

Last edit date: 2/24/2020

**Property: Mary Crapo Adaptive Reuse**

							Proforma Rents	
							CFI Proforma	
							FY 2022	
Unit Type	# of units	Gross Rent per unit (\$)	Utility Allowance (\$)	Contract Rent per unit (\$)	Total (\$)	\$ per unit	Total \$	
1BR/1BA (30%)	7	343	90	253	1,771	253	1,771	
1BR/1BA (40%)	4	458	90	368	1,472	368	1,472	
2BR/1BA (60%)	7	825	119	706	4,942	706	4,942	
1BR/1BA (80%)	7	790	90	700	4,900	700	4,900	
2BR/1BA (80%)	7	919	119	800	5,600	800	5,600	
1BR/1BA (Mkt)	7	775		775	5,425	775	5,425	
2BR/1BA (Mkt)	1	875		875	875	875	875	
<b>Total:</b>	40				24,985		24,985	
<b>Annual Total:</b>					299,820		299,820	

**TO:** Municipal Officials, All Sponsors and Their Attorneys  
**FROM:** Legal Affairs Division, Michigan State Housing Development Authority  
**RE:** Model Tax Abatement Ordinance - Development Specific, Federally-Aided Mortgage with LIHTC

The model tax abatement ordinance which follows is intended as a guide format to be used by those municipalities adopting tax abatement for a specific housing that receives an allocation of Low Income Housing Tax Credits by the Michigan State Housing Development and is financed by a federally-aided mortgage, as defined in the State Housing Development Authority Act of 1966 (1966 PA 346). Further information on tax abatement under Section 15a of the Act (see MCL 125.1415a) may be obtained by calling the Legal Affairs Division at (517) 373-8295 during business hours.

City of Swartz Creek

ORDINANCE NO. \_\_\_\_\_

### **TAX EXEMPTION ORDINANCE**

ADOPTED: [insert date of adoption]

An Ordinance to provide for a service charge in lieu of taxes for a housing project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act"). *[this section is required]*

THE CITY/TOWNSHIP OF *Swartz Creek* ORDAINS:

**SECTION 1.** This Ordinance shall be known and cited as the "*City of Swartz Creek Tax Exemption Ordinance-Mary Crapo Senior Apartments*"

**SECTION 2.** **Preamble.**

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City/Township *[delete inapplicable reference]* is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that

would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption. *[this section is required]*

The City/Township *[delete inapplicable reference]* acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct/acquire and rehabilitate *[delete inapplicable reference]*, own and operate a housing project identified as Mary Crapo Apartments on certain property located at *[insert brief description of real property]* in the City/ Township *[delete inapplicable reference]* to serve low income persons and families, and that the Sponsor has offered to pay the City/Township on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes. *[this section is required]*

**SECTION 3. Definitions.** *[this section may be modified]*

- A. Authority means the Michigan State Housing Development Authority.
- B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.
- D. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- E. Low Income Persons and Families means persons and families eligible to move into a housing project.
- F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- G. Sponsor means *Communities First, Inc.* and any entity that receives or assumes a Mortgage Loan.

H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

**SECTION 4. Class of Housing Projects.**

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Mary Crapo Senior Apartments is of this class.

**SECTION 5. Establishment of Annual Service Charge.**

The housing project identified as Mary Crapo Senior Apartments and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Annual Shelter Rents or Contract Rents actually collected by the housing project during each operating year.

**SECTION 6. Contractual Effect of Ordinance.**

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance. *[this section is required]*

**SECTION 7. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt. *[this section is required]*

**SECTION 8. Payment of Service Charge.**

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before *[insert date service charge is payable]* of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*) *[this section may be modified to specify the date on which payments are due and how payments are to be made or collected]*

**SECTION 9. Duration.**

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program. *[this section may be modified to change the duration]*

**SECTION 10. Severability.**

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid. *[this section is required]*

**SECTION 11. Inconsistent Ordinances.**

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict. *[this section is required]*

**Section 12. Effective Date.**

This Ordinance shall become effective on *[insert effective date]*, as provided in the City/Township *[delete inapplicable reference]* Charter.

CITY CLERK  
*[delete inapplicable reference]*



Where Friendships Last Forever

April 8, 2020

Adam Zettel, AICP, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

**Subject: Public Safety Building Roof Replacement  
Letter of Recommendation**

Mr. Zettel,

We received and opened five (5) bids on April 7, 202 for the Public Safety Building Roof Replacement project. The bid totals ranged from \$49,960.00 to 70,996.00. Lockhart Roofing was the low bid with a price of \$49,960.00. I have included a bid tab along with a copy of the bid document for your reference.

I reviewed Lockhart's bid and have discussed the project in detail with them. Additionally, the City has worked successfully with Lockhart Roofing on the roof replacement of the DPW building in 2017. Therefore, I recommend award of this project to them at the base bid price of \$49,960.00.

The project was scheduled to be completed by July 1, 2020 however due to the Governor's current no work order they are not allowed to begin the project. I have discussed the schedule with them and once the order is lifted an updated schedule will be determined. At this time I anticipate the project will be completed during this construction season.

Sincerely,

Andrew J. Harris, P.E.  
Director of Community Services  
City of Swartz Creek

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8083 Civic Drive  
Swartz Creek Michigan 48473  
Phone: (810)-635-4464 Fax: (810)-635-2887  
[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org) <ftp://cityofswartzcreek.org>

**BID TABULATON SHEET**

Opened by: Andy Harris  
Witness: Connie Olger

4/7/2020  
Time: 10:00 a.m.  
Opened at: 10:00 a.m.

Bidding for: Public Safety Building Roof Replacement

City Name and address of bidder	Telephone	Email	Bid Amount	Siding per 100 sq ft	Sheeting \$ per sheet	Remarks
Tri-County Roofing 6333 Carpenter Road, Flushing MI 48433	810.732.7740 810.282.9452	<a href="mailto:tim.tricountyroofing@yahoo.com">tim.tricountyroofing@yahoo.com</a>	\$62,400.00	\$130.00	\$58.00	
Lockhart Roofing 3388 Torrey Road, Flint MI 48507	877.766.3033 810.516.3975	<a href="mailto:sales@lockhartroofing.com">sales@lockhartroofing.com</a> <a href="mailto:dan@lockhartroofing.com">dan@lockhartroofing.com</a>	\$49,690.00	\$125.00	\$43.20	
Sweers Eavestrough and Roofing Co. Inc. 6165 E Atherton Road, Burton MI 48519	810.743.2759 810.691.6855	<a href="mailto:sweers6165@sbcglobal.net">sweers6165@sbcglobal.net</a>	\$54,880.00	\$175.00	\$40.00	
Herbert Roofing 5411 Dixie Highway, Bridgeport, MI 48601	(989) 777-6440 989.233.4113	<a href="mailto:jason@herbertroofing.com">jason@herbertroofing.com</a> BOB	\$70,996.00	\$300.00	\$48.00	note on \$90.00 per man hour for unseen damages
J.W. Morgan Construction 7152 Seymour Road, Swartz Creek MI 48473	810.691.6281 810.635.9228	<a href="mailto:jeremy@jwmorganconstruction.com">jeremy@jwmorganconstruction.com</a>	\$57,000.00	\$125.00	\$40.00	

**REQUEST FOR BIDS  
REPLACEMENT OF ROOF  
CITY OF SWARTZ CREEK**

**ADDENDUM #1**

Revision to 'Advertisement for Bids'

Revise this sentence:

'Bids must be sealed and marked "PSB Roof Replacement", and are due at 10:00 am at City Hall on 3/31/2020.'

To Read:

'Bids must be sealed and marked "PSB Roof Replacement", and are due at 10:00 am at City Hall on 4/7/2020.'

**This Addendum shall be part of the bid document and must be signed and submitted with the bid.**

Name (signed): \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Company: \_\_\_\_\_

**ADVERTISEMENT FOR BIDS**

**CITY OF SWARTZ CREEK**

The City of Swartz Creek is seeking bids for replacement of the roof on Public Safety Building located at 8100 Civic Drive, Swartz Creek, MI. Bids must be sealed and marked "PSB Roof Replacement", and are due at 10:00 am at City Hall on 3/31/2020. The City reserves the right to reject any and all bids. Specifications may be emailed to prospective bidders or may be picked up at City Hall, 8083 Civic Drive, Swartz Creek, Michigan. The City offices are currently closed to the public however an appointment can be made to pick up the specifications. For additional information or to schedule a time to pick up the specifications please contact Andy Harris, 810-516-0047 at City Hall during the following hours: Monday between 8:00 a.m. and 6:00 p.m., Tuesday thru Thursday between 8:00 a.m. and 4:30 p.m., Friday between 8:00 a.m. and 12:00 p.m., excluding holidays.

\*\*\*\*\*End of Notice\*\*\*\*\*

PUBLISH: Sunday, March 22, 2020

PROOF REQUIRED

THE FLINT JOURNAL

Please bill the:       City of Swartz Creek  
                              8083 Civic Drive  
                              Swartz Creek, MI 48473

BID FORM  
 ROOF REPLACEMENT  
 LOCATED AT 8100 CIVIV DRIVE  
 SWARTZ CREEK, MICHIGAN

**BID FORM  
 REPLACEMENT OF ROOF  
 LOCATED AT 8100 CIVIC DRIVE SWARTZ CREEK, MICHIGAN**

**To:** The City of Swartz Creek

8083 Civic Drive

Swartz Creek, MI 48473

**BID PRICE**

The Bidder, having visited the site of the proposed work, and having familiarized themselves with local conditions affecting the cost of the work and with the requirements of the Information For Bidders, hereby agree to furnish all the labor, materials and equipment necessary to complete the work as described in the Advertisement and Information For Bidders within the time set forth therein.

<u>Item</u>	<u>Cost</u>
8100 Civic Drive – Roof Replacement	\$
Replace Damaged Sheathing	\$ /sheet
Additional Item (if any):	\$
<b>PROJECT TOTAL</b>	<b>\$</b>

Install new siding (only if necessary)	\$ /100sft
--	------------

**EXECUTION OF CONTRACT**

Upon receipt of the Notice of Award the Bidder agrees to execute an Agreement within ten calendar days.

**WAIVER**

The Bidder does hereby represent and warrant that the price in their Bid is a complete and correct statement of the price for the work in said Bid, and further, that all other information given or furnished with this Bid is complete, correct and submitted as intended by them and does hereby waive any right or claim they may now or hereinafter have by reason of errors, mistakes or omissions made by them in said Bid.

BID FORM  
ROOF REPLACEMENT  
LOCATED AT 8100 CIVIV DRIVE  
SWARTZ CREEK, MICHIGAN

**BID NON-COLLUSIVE**

The Bidder does hereby represent that their Bid is genuine and not collusive or sham, and that they have not in any manner, directly or indirectly, agreed or colluded with any other person, firm or association to submit a sham Bid or to refrain from bidding or in any way to fix this Bid or that of any other Bidder, or to secure any advantage against The City of Swartz Creek.

The Bidder does hereby represent and warrant that no officer or employee of The City of Swartz Creek is directly or indirectly interested in this Bid or in any Contract which may be made under it, or any expected profits to arise there from.

**PERIOD BID GUARANTEE**

The Bidder agrees that their Bid is guaranteed for a period of ninety (90) calendar days after the scheduled closing time for receipt of the Bids.

**TIME OF COMPLETION**

If awarded the Contract for the project, the Bidder agrees to complete the entire work by May 22, 2020.

**LEGAL STATUS OF BIDDER**

The Bidder declares the following legal status: (Check One)

[  ] A Corporation organized and existing under the laws of the State of \_\_\_\_\_

[  ] A Partnership consisting of the following partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[  ] An individual doing business as:

\_\_\_\_\_

BID FORM  
ROOF REPLACEMENT  
LOCATED AT 8100 CIVIV DRIVE  
SWARTZ CREEK, MICHIGAN

---

**AUTHORIZED SIGNATURE OF BIDDER**

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City, State, Zip Code)

**REQUEST FOR BIDS  
REPLACEMENT OF ROOF  
CITY OF SWARTZ CREEK  
MARCH, 2020**

**Overview**

The City of Swartz Creek, Michigan is seeking proposals for the replacement of the roof, replacement water damaged sheathing and siding, and assessment/reinforcement of water damaged trusses on the Swartz Creek Public Safety Building (PSB) located at 8100 Civic Drive, Swartz Creek, MI. Work is expected to be started as soon as possible and must be complete by **May 22, 2020**.

Swartz Creek is located approximately 7 miles west of downtown Flint, Michigan, near the western edge of Genesee County. The structure is located approximately 0.5 miles south of exit 128 (Morrish Road) at 8100 Civic Drive.

Qualification Requirements

Bids are solicited only from responsible bidders known to be experienced and regularly engaged work of similar character and scope to that covered in this Request for Bids (“RFB”). Satisfactory evidence that the bidder has the necessary capital, equipment and personnel to do the work may be required.

Bid Form

Sealed bids must be submitted on the bid forms furnished by the City. All bids must be filled out in ink or type written and shall be legally signed with the complete address of the bidder given thereon. Bidders not responding to all information requested in this RFB may have their bids rejected. The city council reserves the right to reject any and all bids and to accept any bid which in its opinion, is most advantageous to the City. Bids submitted must remain valid for at least ninety (30) days past the response date provided in this RFB.

Response Date

**To be considered, sealed bids must be received at the City offices, 8083 Civic Drive, Swartz Creek, MI 48473, on or before 10:00 a.m. on Tuesday, April 7, 2020.** The City offices are currently closed to the public however an appointment can be made to drop off a bid. To schedule an appointment please contact Andy Harris, 810-516-0047, at the City Hall during the following hours: Monday between 8:00 a.m. and 6:00 p.m., Tues thru Thursday between 8:00 a.m. and 4:30 p.m., Friday between 8:00 a.m. and 12:00 p.m., excluding holidays. Contractors mailing bids should allow adequate delivery time to assure timely receipt of their bids. Sealed envelopes containing bids must be clearly marked on the outside with the contractor’s name and “SWARTZ CREEK PSB ROOF REPLACEMENT.”

Pre-bid Site Review

A pre-bid review is schedule for Tuesday, 3/31/2020 at 10:00 a.m. Contractor’s will be allowed access to the attic to review the water damaged trusses and sheathing and anything else they may wish to review. Please contact Andy Harris during the hours noted above *prior* to 3/31/20 to

notify him of your attendance. If no responses are received prior to 3/31/20 the site review may be cancelled.

### Opening of Bids

All bids received will be publicly opened and read at city hall at or soon after 10:00 a.m. on Tuesday, April 7, 2020. All bidders are invited to be present if desired.

### Rejection of Bids

The City reserves the right to reject any or all bids, in part or in their entirety, or to waive any information or defect in any bid, or accept any bid which, in its opinion is deemed most advantageous to the city.

### Explanations and Alternate Bids

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each bidder. Every request of such explanations shall be in writing and addressed to: Andrew Harris, City of Swartz Creek, 8083 Civic Drive, Swartz Creek, MI 48473.

### Contract Execution

The bidder to whom the contract is awarded shall, within ten (10) calendar days after the notice of award, enter into a written contract with the City. Failure to execute a contract will be considered abandonment of the award and the City shall have no further obligation to that bidder.

### Incurring Costs

The City is not liable for any costs incurred by contractors prior to the issuance of the contract.

### Material Submitted

All materials submitted as part of a bid will become the property of the City. The City reserves the right to use any and all ideas presented.

### Length of Contract

Bids shall address, to the greatest extent possible, all possible service delivery impacts, including but not limited to, bid prices, equipment, etc., throughout the term of the contract. The City seeks to have the roof replaced, water damaged sheathing/siding, and existing trusses reinforced on the PSB at 8100 Civic Drive completed by May 22, 2020. This contract shall also be subject to appropriation by city council. In the absence of an appropriation, a contract issued pursuant to this RFB shall be void and of no effect.

## **Demolition of a Residential Building Bid Specifications**

### Definitions

“bids”- shall be defined as an announcement of terms indicating what items are needed to complete a project.

“bidders”-shall be defined as any person(s) or company that attempts to meet the terms of the bid.

“City”- shall mean the City of Swartz Creek.

“contract”- shall mean the contract between the City and the Successful Bidder.

“successful bidder”- shall be defined as the bidder who is chosen by the City Council to enter into contract with the City.

These definitions are meant as guides for understanding and are not binding explanations.

### Description

The successful bidder should possess broad expertise in roofing. Services required may include but not be limited to any of the following:

#### **For Roof Replacement:**

1. Remove existing shingles from rooftop to expose wood decking. (1 layer)
2. Inspect and assure original decking is nailed securely.
3. Remove and replace ALL bad plywood decking at an Extra cost of \$\_\_\_\_\_per sheet of plywood (32 sft).
4. Install rafter baffles, vented soffit, and ridge cap ventilation as necessary to provide adequate ventilation.
5. Install of ice and water guard “leak barrier” along eave edges to current building code. Install one course of ice and water guard at any roof to wall joints, around all rooftop penetrations and on all roof valleys.
6. Install 15lb. felt deck protectant over entire roof deck.
7. Install premium grade drip edge, new vent pipe flashings and boots and any step flashings required where walls meet the roof.
8. Enclose all exposed wood fascia with aluminum matching the color of previously wrapped fascia.
9. Install GAF "TIMBERLINE HD" series Limited Lifetime architectural shingles, **or equal quality material.** (choice of std. colors)
10. Install 120 ft. of shingled over ridge vent on the peak of the roof.
11. Bidding Contractors shall provide proof of current License Number and Insurance.
12. Inspect, clean, and remove all job related debris.

#### **For Repairing Water Damaged Sheathing and Siding / Truss Reinforcement**

During a preliminary review it was discovered some of the plywood sheathing on the attic walls on the east side have experienced water damage due to the leaking roof. Additionally, 5 to 6 of the vertical members on the existing trusses along the east side have experienced water damaged and need to be reinforced. Below is the anticipated scope of work:

1. Remove existing siding and preserve siding during and after removal.
2. Remove and replace ALL damaged sheathing at an extra cost of \$\_\_\_\_\_ per sheet of plywood (32 sft)
3. Reinstall existing siding.
  - a. Cost to install new siding: \$\_\_\_\_\_/100 sft in the event siding is damaged during removal.
4. Install 2x4 sisters to the existing trusses

**\*\*This proposal includes an expanded \_\_\_\_\_year warranty and a \_\_\_\_\_year workmanship warranty\*\***

### Qualifications

A detailed description of the primary contact's background, as well as the company's background and previous experience shall be included with the proposal. Background information and experience shall also be submitted for all key personnel that will be working with the City.

In the event that portions of the work are to be subcontracted or a joint affiliation utilized, detail of such affiliation shall be furnished along with the same information as required for the bidder.

### Requirements

- A. Proof of State of Michigan builder's license and any other licenses or certifications.
- B. Availability and ability to perform the work and coordinate and schedule the work with others involved on the project.
- C. Ability to communicate and work effectively with the City of Swartz Creek, its officials, administration, staff, and consultants with respect to any of the services required.
- D. Ability to work effectively with public agencies and officials.
- E. Thorough knowledge of the roofing discipline and roofing debris removal, including disposal of any hazardous materials, if found on site.
- F. Ability to submit reviews, reports, and inspection results in writing and in a timely manner to the City of Swartz Creek, if so requested.
- G. The successful bidder or their representative shall attend any regular or special meetings, as requested by the City.
- H. Ability to meet or accomplish the following specific project requirements:
  1. Successful bidder, at successful bidder's cost, shall secure any necessary permits.
  2. As work progresses, carefully clean and keep the project site clean from rubbish and refuse.
  3. Remove all building material, rubbish or refuse from the project site daily; no material or debris may be buried on site.
  4. Furnish to the City all documentation regarding the proper disposal of all rubbish and any other debris.
  5. The successful bidder shall keep the surface of the sidewalks and streets affected by its work, including decking and temporary paving, in a clean, neat, and safe condition, limiting to the extent possible dust and smoke on and around the project site. The successful bidder shall sprinkle with water or otherwise treat the site surface and surrounding area being used by the contractor (i.e. street, right-of-way, etc.) sufficiently to keep down any dust generated during the progress of work. Successful bidder must remove all piles of dirt or debris.
  6. All equipment and material used in the demolition process shall be contained within the property boundaries. Unless prior written permission is obtained from property owners, the successful bidder shall not use the adjacent properties.
  7. There shall be NO fires of any kind or burning of any debris.

8. If successful bidder encounters asbestos or asbestos type material, successful bidder shall immediately stop work and notify Michigan Department of Environmental Quality Air Quality division and the City.
9. Limit hours of operation to Monday through Friday during the hours of 6:00 a.m. to 8:00 p.m. Special hours of operation outside the normal hours must be approved by the City.

### The Proposal

A response to this RFB must outline in detail the manner in which they would work with the City to fulfill the City's needs. The outline at a minimum shall address:

- A. The designation and location of the bidder's primary contact (one point of contact who is in charge of the project), support staff and the associate personnel, and the overall relationship, which will be established between the bidder and the City. Further, the qualifications and experience of the primary and main secondary contacts should be included within the proposal.
- B. Communicating and coordinating procedures. Each bidder shall include, within their proposal, the pertinent form(s) to be utilized for progress report(s) to the City.
- C. The bidder's capabilities to perform the necessary demolition and clean-up.
- D. The general manner in which work will be performed.
- E. The experience and references for those who will perform work.
- F. The method for assuring total clean-up from demolition.
- G. Bid should include any cost to obtain necessary permit and materials as to provide compliance with the law and this bid.

### Bidder Responsibility

The City of Swartz Creek will not be liable for any cost incurred in the development of a proposal responsive to this request. By submitting a bid to the work, the bidder represents that it is fully informed concerning the scope of the project, the requirements of the contract, the physical conditions likely encountered in the work, and the character, quality and quantity of the services required by the City. If a bidder desires to do a site visit and tour or otherwise observe the properties and inside of the structures to better inform bidder of the above, bidder must contact the Director of Community Services, Andy Harris, through the city office. Site visits are subject to availability of the building official.

The successful bidder shall furnish all labor materials, supplies, devices, or tools needed to perform the required services. The bidder will not be entitled to additional compensation if it later determines that conditions require methods or equipment other than those anticipated in making its bid. In addition, the successful bidder shall provide all vehicles and other equipment and material necessary for work. Bidders having questions regarding this RFB should request clarification prior to submittal of a bid. Negligence or inattention of the bidder in filing a bid, or in any phase of the performance of the work, shall be grounds for refusal of the City to agree to additional compensation. Bidders having questions regarding this RFB shall contact the City for clarification.

## Safety

The successful bidder shall comply with the Safety Rules and Regulations of the Associated General Contractors of America, the Occupational Safety and Health Standards of the Construction Industry, State of Michigan, Department of Energy, Labor & Economic Growth, for the protection of workers on this project.

All equipment and work shall conform to the requirements of the Occupational Safety and Health Act and Michigan Department of Labor Occupational Safety Standards, as amended.

## Assignments or Subcontracting

The successful bidder shall not assign, subcontract or otherwise transfer its duties and/or obligations under this proposal, without prior written consent of the City. If the bidder anticipates that it will need to subcontract its duties in order to fulfill the contract requirements, that information must be disclosed in the bidder's response and subcontractor information (i.e. company name and contact information) shall be included in the bid document.

## Fair Employment Practices

The successful bidder agrees to not discriminate against any employee or applicant for employment, to be hired in the performance of the contract with respect to hire, tenure, term, conditions or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, race, color, religion, national origin, ancestry handicap or any other basis prohibited by state or federal law or regulations.

## Contractor's Payment of Taxes, Permits, Etc.

The successful bidder shall be solely responsible for:

- a. Payment of wages to its work force in compliance with all federal and state laws, including the federal and state wage and hour laws.
- b. Payment of any and all FICA, unemployment contributions and other payroll-related taxes or contributions required to be paid by the successful bidder under state and federal law.
- c. Payment of all applicable federal, state, or municipal taxes, charges or permit fees, whether now in force or subsequently enacted.
- d. Payment of any and all suppliers, merchants or vendors from whom the successful bidder obtains items and materials related to the contract.

The successful bidder shall indemnify and hold the City harmless from all claims arising from the foregoing payment obligations of the successful bidder.

## Damage to Persons or Property

The successful bidder also accepts sole responsibility for any damage to any person or damage to public, or private property resulting from their performance of the work, whether based on negligence or any other legal or equitable claim.

The successful bidder will protect, defend and hold harmless, the City from any and all damage, claim liability, or expenses whatsoever, or amounts paid in compromise there of arising out of or

connected with the performance of this contract, including those related to the successful bidder's (or its subcontractors') negligence.

## Insurance

### A. Liability Coverages

1. The Successful Bidder shall furnish at his own expense and keep in full force during the terms of this contract the following coverages which shall list the City as an additional insured:
  - Insurance covering bodily injury in the minimum sum of \$1,000,000 for each occurrence
  - Insurance covering property damage in the minimum sum of \$200,000 for each occurrence, \$100,000 aggregate.
  - Automobile liability insurance in the minimum of \$500,000 combined single limit for bodily injury and property damage.
2. Workers Compensation Compliance

Successful bidder shall also comply with all requirements of the Michigan Workers' Compensation Law and shall at his own expense, maintain such insurance, including employer's liability, as will protect him from claims under said law and from any other claims for personal injuries, including death which may arise from the operations under the contract, whether operations be by himself or anyone directly or indirectly employed by him.

### B. Certificates of Insurance

Included in bid package, bidders shall provide the City complete certificates of insurance to meet the above requirements. Policies shall be endorsed to provide the City at least thirty (30) days written notice of reduction, cancellation, or intent not to renew coverages as called for above.

If insurance is canceled, reduced, non-renewed or otherwise is not in effect to the minimum required coverage, the successful bidder must cease work on this bid.

### C. Submission of Policies and Certificates of Insurance

The successful bidder shall provide the City with a copy of its required insurance policies and certificates of insurance as described above. If the successful bidder does not provide such materials in the time provided for, the successful bidder will be disqualified and the bid will be awarded to the next lowest bidder or in the creation of a new request for bid.

## Quality of Service

The City expects the successful bidder to maintain all equipment in a clean and well-operating fashion, with special consideration for proper maintenance and care of all elements, items and

equipment mentioned in this document. The successful bidder will operate in a professional manner and keep all noise and other nuisances to a minimum at all times while under contract with the City. The successful bidder shall observe city ordinances relating to obstruction of streets, and shall obey all laws and city ordinances controlling or limiting those engaged in the work. The successful bidder shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners. The successful bidder shall file all documents outlined in this RFB in a timely and well-organized manner.

#### Operation of Vehicles

The successful bidder shall operate all company vehicles in a manner so as to not impede traffic flow on city streets. Company vehicles are not to be left unattended for any reason except for emergencies or in the actual performance of the job. When a vehicle is left unattended for the actual performance of the job, it shall be according to city codes and ordinance in place at that time.

#### Support Facilities

Successful bidder shall have sufficient staff and communications facilities to assure ready accessibility and prompt response to the needs of the City.

#### Breach of Contract and City's Right to Terminate Contract

In the event that any of the provisions of this bid and/or resulting contract are breached by the successful bidder, the City shall give written notice to the successful bidder of the breach or pattern of behavior that constitutes the breach and allow the successful bidder to resolve the breach or pattern of behavior that constitutes the breach within ten (10) calendar days of the successful bidder's receipt of notice. If the breach or pattern of behavior is not resolved, then the City manager of the City of Swartz Creek shall have the right to cancel any contract by sending written notice to the successful bidder of cancellation.

If the successful bidder should be judged bankrupt, if it should make a general assignment for the benefit of its creditors, if a receiver should be appointed on account of its insolvency, if it should persistently or repeatedly refuse to supply enough labor, materials and/or equipment to meet the scope of work of the contract, if it should persistently disregard laws of the State of Michigan and/or ordinances of the City, or if it fails to comply and fulfill its obligations under any provision of the contract resulting from its bid, the City may, without prejudice to any other right or remedy, terminate the contract immediately.

If the successful bidder fails to perform or complete the demolition and clean-up of the residential buildings as agreed or otherwise breaches its duties under this bid or the resulting contract, the successful bidder shall be reasonable for any and all costs the City incurs in obtaining satisfactory performance of the project and/or litigation costs and attorney's fees to enforce its rights under the bid and this contract. Such relief shall be in addition to any other legal and equitable remedies available to the City.

#### City's Right to Modify Contract

The City reserves the right to negotiate with the successful bidder for a change in terms of the contract during the term of the contract and to make adjustment relative to the implementation of

a change that reduces or modifies the need for the engineering services. If the City and the successful bidder are unable to agree on a revised contract, the City may seek new proposals and, upon a minimum of ten (10) calendar day's written notice from the City, may terminate the unexpired portion of the contract. The City shall not be liable for any cost under this section beyond the contract price for the period where service was actually provided.

#### No Conflict of Interest

The bidder must provide a statement that it has no conflicting financial or professional interests and is qualified to perform the services requested.

#### References

All bidders shall include a list of current and prior projects similar to that proposed in this RFB as references for qualifying experience. The name, address, and telephone numbers of the responsible individual(s) at the reference project site who may be contacted shall be included. Particular attention will be paid to references from other municipalities and/or public sector entities within Genesee, Shiawassee, Livingston and Oakland Counties.

#### Payment

The City shall pay for acceptable work within thirty (30) days of receipt of invoice, except that prior to approval of and final payment for the completion of the project, the successful bidder must thoroughly clear the project site and any other place affected by the work of all debris to the City's satisfaction, in the City's sole discretion.



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

March 5, 2020

Mr. Adam Zettel, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

City of Swartz Creek – District 3 Relief

Dear Mr. Zettel:

ROWE Professional Services Company has analyzed the Sanitary Sewer Capacity issue in District 3 as described in the Sewer Capacity Report that was completed on November 27, 2019. An existing capacity analysis map and branch flow calculation table for Sewer District 3 of City of Swartz Creek is included. We have reviewed the District 3 Capacity and have concluded the following items:

There were two options analyzed to increase capacity for District 3's outlet pipe. The first option was to remove Apple Creek Station Apartments (Branch A) from the district and reroute it to District 4. The second was to reroute Apple Creek Station Apartments and most of the Springbrook West Condominiums straight to the GCDC-WWS interceptor.

#### *Option #1*

Apple Creek Station Apartments (Branch A) theoretically produces 206 gallons per minute (gpm) during a 25-year storm event. Removing 206 gpm from the theoretical total of 620.9 gpm will leave 414.9 gpm. This flow is still greater than the capacity of District 3's 8-inch pipe which is 343 gpm. Since this will not relieve the capacity issue, it is not recommended to complete rerouting the Apple Creek Station Apartments (Branch A). Since this option is not recommended, a preliminary engineering cost estimate to reroute Branch A was not completed.

#### *Option #2*

Apple Creek Station Apartments and Springbrook West Condominiums (Branch A, B, and C; Trunk C and D) combined theoretically produce 456.4 gpm during a 25-year storm event. Removing 456.4 gpm from the theoretical total of 620.9 gpm will leave 164.5 gpm. Since Trunk C is an 8-inch pipe, upsizing and pipe rerouting will need to be completed to allow for the 456.4 gpm. With the addition of the proposed 48 Residential Equivalent Units (REUs) from the Apple Creek Station Apartments, an estimated total of 512.6 gpm (see attached Option #2: District 3 Proposed Flow Table) would need to be rerouted using a minimum 10-inch sanitary sewer main. However, it is recommended that a 12-inch sanitary sewer main is constructed because the capacity of a 10-inch pipe is 520 gpm. Easements will be necessary from three or four parcels for the rerouting. Please review the attached District 3 Relief Plan and Conceptual Cost Opinion for the proposed preliminary sewer layout and estimate. Existing plans for the existing system were unavailable, so prior to designing Option 2, survey work will need to be completed to verify this option.

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

**Corporate:** The ROWE Building, 540 S. Saginaw Street, Ste. 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

**With Offices In:** Farmington Hills, MI • Grayling, MI • Kentwood, MI • Lapeer, MI • Mt. Pleasant, MI • Myrtle Beach, SC  
City Council Packet

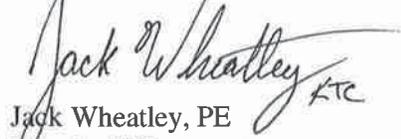
www.rowepsc.com

April 13, 2020

Mr. Adam Zettel, City Manager  
March 5, 2020  
Page 2

Thank you for the opportunity to assist the City of Swartz Creek. If you have any questions, please contact me at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company

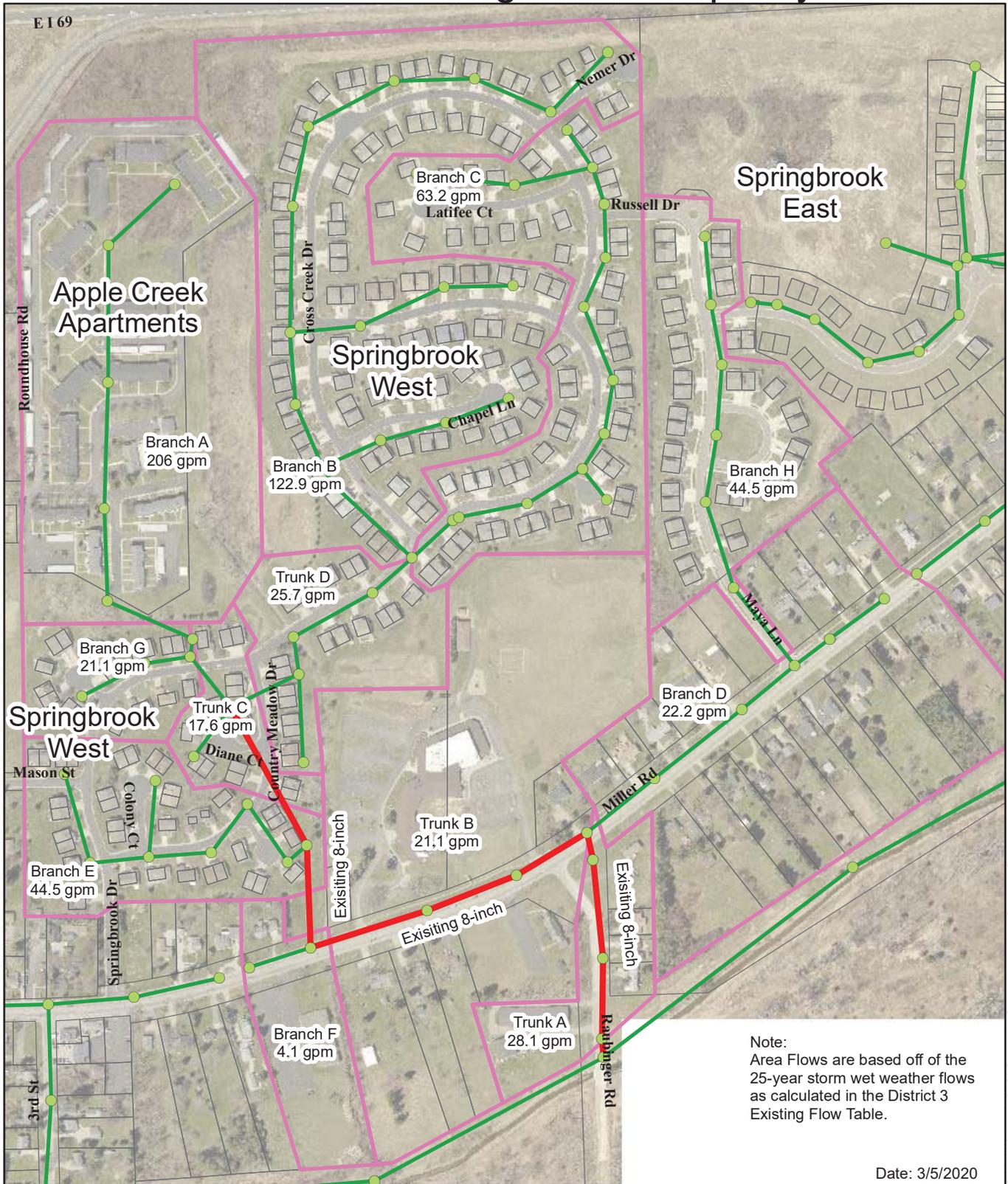
A handwritten signature in black ink that reads "Jack Wheatley" with a stylized flourish and the letters "KTC" written at the end.

Jack Wheatley, PE  
Principal/Vice President

Attachments

R:\Projects\18C0276\Submittals\District 3 Capacity Relief\District 3 Relief.docx

# District 3 Existing Sewer Capacity



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**Legend**

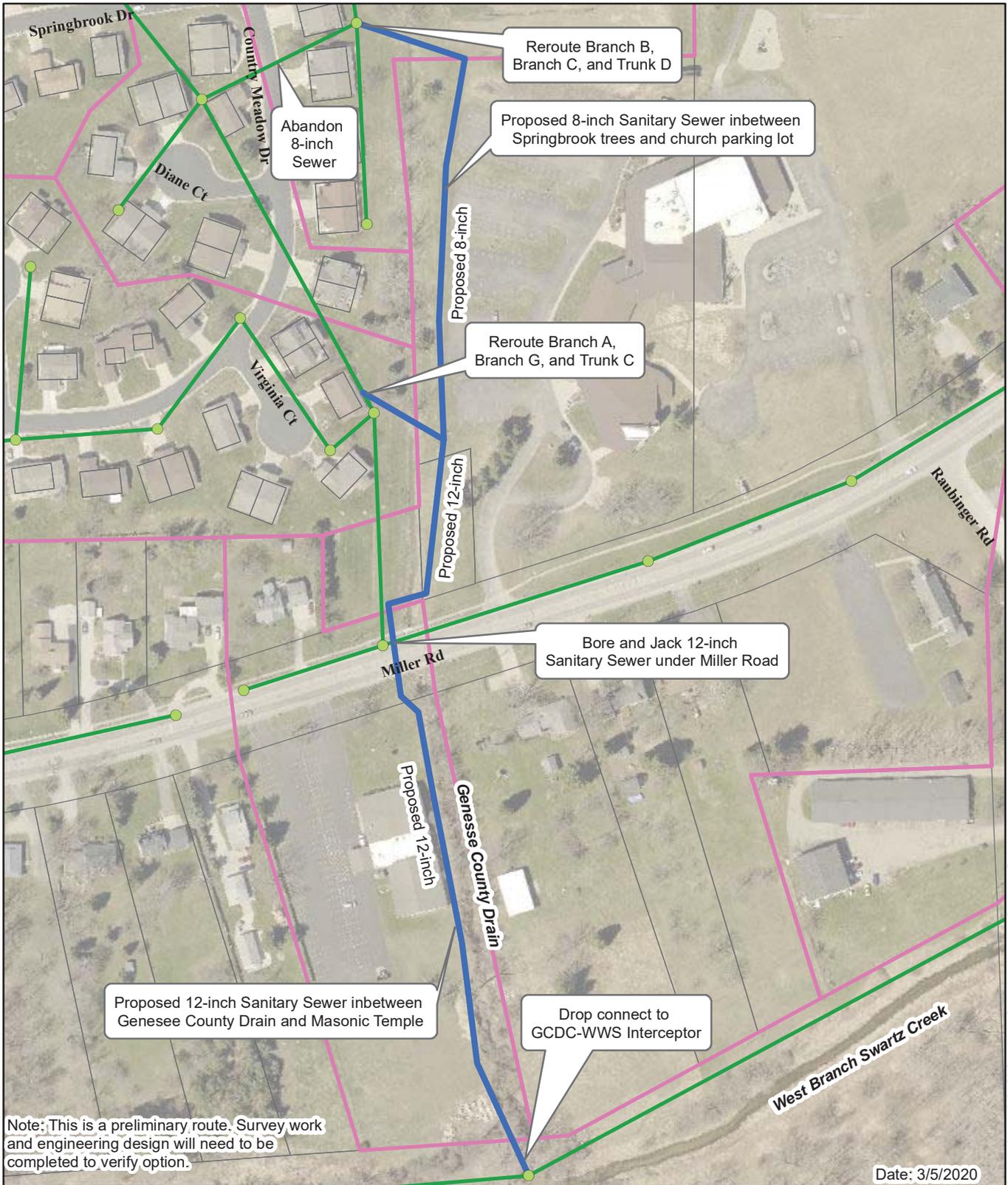
- Branch Boundary
- Sanitary Manholes
- Undersized Sewer
- Sanitary Pipe

N

0 110 220 440 Feet

**ROWE PROFESSIONAL SERVICES COMPANY**  
 540 S. Saginaw Street, Suite 200  
 Flint, MI 48502

# District 3 Relief Plan



<b>Legend</b>					<b>ROWE PROFESSIONAL SERVICES COMPANY</b> 540 S. Saginaw Street, Suite 200 Flint, MI 48502
Sanitary Manholes Sanitary Pipe	Branch Boundary Proposed Sewer				

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# District 3 Existing Flow Table

City of Swartz Creek  
March 2020

 **ROWE PROFESSIONAL SERVICES COMPANY**  
540 S. Saginaw St. | Flint, MI 48502  
810-341-7500

Current User	Useage Type	REU Factor	Units	REUs	Flow (gal/day)	Flow (gpm)	Wet Flow (gpm)	Comments/Assumptions
<b>Branch B - Springbrook West 1</b>								
Spring Brook West	Condo	1 REU per unit	105 Units	105	33,075	23.0	122.9	
<b>Branch C - Springbrook West 2</b>								
Spring Brook West	Condo	1 REU per unit	54 Units	54	17,010	11.8	63.2	
<b>Trunk D - Springbrook West Trunk 1</b>								
Spring Brook West	Condo	1 REU per unit	22 Units	22	6,930	4.8	25.7	
<b>Trunk D Total</b>				<b>181</b>	<b>57,015</b>	<b>39.6</b>	<b>211.8</b>	
<b>Branch A - Apple Creek Apartments</b>								
Apple Creek Apartments	Multi-Fam	1 REU per unit	176 Units	176	55,440	38.5	206.0	
<b>Branch G - Springbrook West 4</b>								
Spring Brook West	Condo	1 REU per unit	18 Units	18	5,670	3.9	21.1	
<b>Trunk C - Springbrook West Trunk 2</b>								
Spring Brook West	Condo	1 REU per unit	15 Units	15	4,725	3.3	17.6	
<b>Trunk C Total</b>				<b>390</b>	<b>122,850</b>	<b>85.3</b>	<b>456.4</b>	
<b>Branch E - Springbrook West 3</b>								
Spring Brook West	Condo	1 REU per unit	38 Units	38	11,970	8.3	44.5	
<b>Branch F - Miller Road West</b>								
Houses on Miller Rd	House	1 REU per unit	1 Units	1	315	0.2	1.2	
Masonic Temple	Church	0.01 REU per Seat	250 Seats	2.5	788	0.5	2.9	Assumed 250 seats
<b>Trunk B - Miller Road</b>								
Houses on Miller Rd	House	1 REU per unit	3 Units	3	945	0.7	3.5	
United Methodist Church	Church	0.01 REU per Seat	1000 Seats	10	3,150	2.2	11.7	Assumed 1000 seats
The Sanctuary	Church	0.01 REU per Seat	500 Seats	5	1,575	1.1	5.9	Assumed 500 seats
<b>Trunk B Total</b>				<b>450</b>	<b>141,593</b>	<b>98.3</b>	<b>526.1</b>	
<b>Branch H - Springbrook East</b>								
Spring Brook East	Condo	1 REU per unit	38 Units	38	11,970	8.3	44.5	
<b>Branch D - Miller Road East</b>								
Houses on Miller Rd	House	1 REU per unit	19 Units	19	5,985	4.2	22.2	
<b>Branch D Total</b>				<b>57</b>	<b>17,955</b>	<b>12.5</b>	<b>66.7</b>	
<b>Trunk A - Raubinger Road</b>								
Raubinger Apts	Multi-Fam	1 REU per unit	20 Units	20	6,300	4.4	23.4	
Houses on Miller Rd	House	1 REU per unit	1 Units	1	315	0.2	1.2	
Houses on Raubinger Rd	House	1 REU per unit	3 Units	3	945	0.7	3.5	
<b>Total</b>				<b>531</b>	<b>167,108</b>	<b>116.0</b>	<b>620.9</b>	

**Note:**

Wet Weather Flow is based on a 5.35 Peak Factor from the Sewer Capacity Analysis Report from November 27, 2019 comparing the Observed Dry Weather flow to the Estimate Flow During 25 Year Storm Event

# Option #2: District 3 Proposed Flow Table

City of Swartz Creek  
March 2020

 ROWE PROFESSIONAL  
SERVICES COMPANY  
540 S. Saginaw St. | Flint, MI 48502  
810-341-7500

Current User	Useage Type	REU Factor	Units	REUs	Flow (gal/day)	Flow (gpm)	Wet Flow (gpm)	Comments/Assumptions
<b>Branch B - Springbrook West 1</b>								
Spring Brook West	Condo	1 REU per unit	105 Units	105	33,075	23.0	122.9	
<b>Branch C - Springbrook West 2</b>								
Spring Brook West	Condo	1 REU per unit	54 Units	54	17,010	11.8	63.2	
<b>Trunk D - Springbrook West Trunk 1</b>								
Spring Brook West	Condo	1 REU per unit	22 Units	22	6,930	4.8	25.7	
<b>Trunk D Total</b>				<b>181</b>	<b>57,015</b>	<b>39.6</b>	<b>211.8</b>	
<b>Branch A - Apple Creek Apartments</b>								
Apple Creek Apartments	Multi-Fam	1 REU per unit	224 Units	224	70,560	49	262.2	Includes proposed 48 REUs
<b>Branch G - Springbrook West 4</b>								
Spring Brook West	Condo	1 REU per unit	18 Units	18	5,670	3.9	21.1	
<b>Trunk C - Springbrook West Trunk 2</b>								
Spring Brook West	Condo	1 REU per unit	15 Units	15	4,725	3.3	17.6	
<b>Trunk C Total</b>				<b>438</b>	<b>137,970</b>	<b>95.8</b>	<b>512.6</b>	
<b>Branch E - Springbrook West 3</b>								
Spring Brook West	Condo	1 REU per unit	38 Units	38	11,970	8.3	44.5	
<b>Branch F - Miller Road West</b>								
Houses on Miller Rd	House	1 REU per unit	1 Units	1	315	0.2	1.2	
Masonic Temple	Church	0.01 REU per Seat	250 Seats	2.5	788	0.5	2.9	Assumed 250 seats
<b>Trunk B - Miller Road</b>								
Houses on Miller Rd	House	1 REU per unit	3 Units	3	945	0.7	3.5	
United Methodist Church	Church	0.01 REU per Seat	1000 Seats	10	3,150	2.2	11.7	Assumed 1000 seats
The Sanctuary	Church	0.01 REU per Seat	500 Seats	5	1,575	1.1	5.9	Assumed 500 seats
<b>Trunk B Total</b>				<b>60</b>	<b>18,743</b>	<b>13.0</b>	<b>69.6</b>	
<b>Branch H - Springbrook East</b>								
Spring Brook East	Condo	1 REU per unit	38 Units	38	11,970	8.3	44.5	
<b>Branch D - Miller Road East</b>								
Houses on Miller Rd	House	1 REU per unit	19 Units	19	5,985	4.2	22.2	
<b>Branch D Total</b>				<b>57</b>	<b>17,955</b>	<b>12.5</b>	<b>66.7</b>	
<b>Trunk A - Raubinger Road</b>								
Raubinger Apts	Multi-Fam	1 REU per unit	20 Units	20	6,300	4.4	23.4	
Houses on Miller Rd	House	1 REU per unit	1 Units	1	315	0.2	1.2	
Houses on Raubinger Rd	House	1 REU per unit	3 Units	3	945	0.7	3.5	
<b>Total</b>				<b>141</b>	<b>44,258</b>	<b>30.7</b>	<b>164.4</b>	

**Note:**

Wet Weather Flow is based on a 5.35 Peak Factor from the Sewer Capacity Analysis Report from November 27, 2019 comparing the Observed Dry Weather flow to the Estimate Flow During 25 Year Storm Event



# ROWE PROFESSIONAL SERVICES COMPANY

*Large Firm Resources. Personal Attention. <sup>sm</sup>*

March 18, 2020

Mr. Adam Zettel, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

RE: District 3 Sanitary Relief Sewer  
Design Engineering Proposal

Dear Mr. Zettel:

ROWE Professional Services is pleased to provide the city with a proposal for the above referenced project. As you know, the city's District 3 Sanitary sewer has reached its theoretical capacity and the Genesee County Drain Commissioner's Office (GCDC) will not allow any more development (such as Apple Creek Station) until a plan has been put in place to increase capacity. ROWE's analysis of the system has provided a resolution to the capacity issue by installing a relief sewer from Springbrook West directly to the county sewer interceptor at the Swartz Creek (see attached map). Construction is estimated at \$450,000 and will provide sanitary sewer capacity for the remaining development in Sewer District 3.

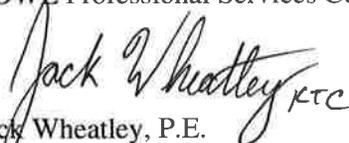
Before starting the design, there are a few steps that we'll want to explore to make sure the project can move forward.

1. We will verify our analysis by surveying the interceptor's tie-in elevation to make sure the sewer will flow as presumed in the analysis.
2. We will meet with GCDC to gain their approval of the idea for the relief sewer.
3. There will be easements necessary from Springbrook West, United Methodist Church, and the Mason's Hall so we will approach the property owners to determine their willingness to provide an easement prior to starting design.

Once these three items above have been explored to the city's satisfaction, we will start the design and permitting process. Our fee for the engineering design is **\$33,350** (see attached fee breakdown). This fee includes all work necessary to develop contract documents for advertising the project including topographic survey, construction drawings, contract documents, specifications, Engineer's estimate, bidding process, and contract award. This fee also includes permit applications for public sanitary sewer construction and soil erosion control (permit fees to be paid by the city).

ROWE looks forward to another successful project with the city. If you have any questions, concerns, or require additional information, please do not hesitate to contact me at (810) 341-7500.

Sincerely,  
ROWE Professional Services Company

  
Jack Wheatley, P.E.  
Sr. Project Manager

Attachment

Engineering | Surveying | Aerial Photography/Mapping | Landscape Architecture | Planning

Corporate: The ROWE Building, 540 S. Saginaw Street, Ste. 200 • Flint, MI 48502 • O (810) 341-7500 • F (810) 341-7573

With Offices In: Farmington Hills, MI • Grayling, MI • Kentwood, MI • Lapeer, MI • Mt. Pleasant, MI • Myrtle Beach, SC  
City Council Packet [www.rowepsc.com](http://www.rowepsc.com) April 13, 2020

**CITY OF SWARTZ CREEK**  
**DISTRICT 3 SANITARY SEWER IMPROVEMENTS**  
March 18, 2020

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**Design Engineering Fee Breakdown**

A. Design Engineering

1. *Field Work* - Provide topographic survey to measure all existing surface features, sewer pipe depths, building corners, parking lots, and identify property lines within the proposed sewer route. Develop the three easement legal descriptions and drawings. The city will negotiate the easements with the property owners. **\$4,850**
  
2. *Plans, Specifications, and Estimate* - Develop construction drawings, prepare specifications, provide an engineer's estimate, review final plans with the city staff; submit necessary information for required GCDC, Michigan Department of Environment, Great Lakes, and Energy (EGLE), and soil erosion control permits; advertise the project for bidding; and assist with the award of the Contractor. **\$28,500**

**Overall Design Engineering Total** **\$33,350**

**City of Swartz Creek**  
 Conceptual Cost Opinion  
**District 3 Capacity Relief**  
 March 2020



**ROWE PROFESSIONAL  
 SERVICES COMPANY**

540 S. Saginaw St. | Flint, MI 48502  
 810-341-7500

Item	Quantity	Unit	Estimated Unit Price	Estimated Total Cost
Mobilization, 10% Max	1	LSUM	\$ 36,900.00	\$ 36,900.00
Sanitary Sewer 8-inch	750	Ft	\$ 100.00	\$ 75,000.00
Sanitary Sewer 12-inch	950	Ft	\$ 120.00	\$ 114,000.00
Sanitary Sewer 12-inch Bore and Jack	100	Ft	\$ 500.00	\$ 50,000.00
Sanitary Manhole with Cover	12	Ea	\$ 5,000.00	\$ 60,000.00
External Drop Connection at Interceptor	1	Ea	\$ 5,000.00	\$ 5,000.00
Sanitary Manhole Tap	1	Ea	\$ 1,000.00	\$ 1,000.00
Sanitary Sewer Tap	1	Ea	\$ 1,000.00	\$ 1,000.00
Sanitary Sewer Bulkhead	2	Ea	\$ 500.00	\$ 1,000.00
Sanitary Sewer Abandon	1	LSUM	\$ 1,000.00	\$ 1,000.00
Turf Establishment	4000	Syd	\$ 6.00	\$ 24,000.00
Drain Restoration	1	LSUM	\$ 20,000.00	\$ 20,000.00
Soil Erosion and Sedimentation Control	1	LSUM	\$ 7,500.00	\$ 7,500.00
Clearing	1	LSUM	\$ 5,000.00	\$ 5,000.00
Maintaining Traffic	1	LSUM	\$ 5,000.00	\$ 5,000.00
			<b>Subtotal</b>	<b>\$ 406,400.00</b>

	<b>Subtotal</b>	<b>\$ 406,400.00</b>
	<b>Contingencies (10%)</b>	<b>\$ 40,640.00</b>
	<b>Engineering Design, Permit Applications, and Construction Services Allowance (20%)</b>	<b>\$ 81,280.00</b>
	<b>Total Cost Opinion</b>	<b>\$ 528,320.00</b>

**Notes**

1. This preliminary estimate is for planning and budget purposes only. Final constructed quantities and cost may vary.
2. Costs for easements and easement acquisition are not included in this estimate.

# CORONAVIRUS DISEASE 2019 (COVID-19)

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The Michigan Department of Health and Human Services (MDHHS) is working closely with healthcare providers, local public health departments, and the Centers for Disease Control and Prevention (CDC) to actively monitor any potential cases of Coronavirus Disease 2019 (COVID-19) in Michigan. MDHHS will update information as it becomes available at: [Michigan.gov/Coronavirus](https://Michigan.gov/Coronavirus).

## What is COVID-19?

COVID-19 is a virus strain that has only spread in people since December 2019. Health experts are concerned because little is known about this new virus and it has the potential to cause severe illness and pneumonia.

## How does COVID-19 spread?

Health experts are still learning the details about how this new coronavirus spreads. The virus is thought to spread mainly from person-to-person:

- Between people who are in close contact (within about 6 feet) with an ill person, and
- Through respiratory droplets produced when an infected person coughs or sneezes.
- It also may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it, then touching their mouth, nose or eyes.

## What are the symptoms of COVID-19?

People who have been diagnosed with COVID-19 have reported symptoms that may appear in as few as two days or as long as 14 days after exposure to the virus:



Fever



Cough



Difficulty Breathing

## Who is at risk for COVID-19?

At this time, most people in the U.S. will have little immediate risk of exposure to this virus. To minimize the risk of spread, health officials are working with healthcare providers to promptly identify and evaluate any suspected cases.

It is important to remember that stigma and discrimination occur when people associate an infectious disease, such as COVID-19, with a population or nationality. COVID-19 does not target people from specific populations, ethnicities, or racial backgrounds.

## How can I protect myself from getting COVID-19?

If you are traveling overseas (to China but also to other places) follow the CDC's guidance: [CDC.gov/Travel](https://www.cdc.gov/travel).

Right now, there are no additional precautions recommended for the general public. Steps you can take to prevent spread of flu and the common cold will also help prevent COVID-19:



Wash your hands often with soap and water. If not available, use hand sanitizer.



Avoid touching your eyes, nose or mouth with unwashed hands.



Cover your mouth and nose with a tissue when coughing.



Avoid contact with people who are sick.



Stay home if you are sick, and contact your healthcare provider.

## How is COVID-19 treated?

There are no medications specifically approved for coronavirus. People infected with COVID-19 should receive supportive care to help relieve symptoms. For severe cases, treatment should include care to support vital organ functions.

### COVID-19 Information Updates:

Centers for Disease Control and Prevention: [CDC.gov/Coronavirus](https://www.cdc.gov/Coronavirus)

Michigan Department of Health and Human Services: [Michigan.gov/Coronavirus](https://www.michigan.gov/Coronavirus)



Where Friendships Last Forever

Adam Zettel, AICP

City Manager

810.635.4464

[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

April 1, 2020

## UPDATED (4/1/2020) CITY SERVICE PUBLIC NOTICE (COVID 19)

The City of Swartz Creek is taking measures to protect the public and staff as the State of Michigan, currently under a state of emergency, mitigates the spread of COVID-19. The situation is dynamic, and these measures change rapidly. As of March 23, a "temporary requirement to suspend activities that are not necessary to sustain or protect life" has been applied by state executive order. This action requires cessation of all non-essential services and functions.

The city offices are closed to the public until further notice. Anyone requiring services from staff at the city offices are asked to make an appointment by calling 810-635-4464 or via email at [colger@cityofswartzcreek.org](mailto:colger@cityofswartzcreek.org). Any essential walk-in appointments shall be expected to follow social distancing and other rigorous protocols.

The city expects to begin hosting virtual meetings that include two-way communication for council members, staff, petitioners, and the general public in time for the council meeting on April 13, 2020. Meetings of the planning commission, park board, downtown development authority, and zoning board of appeals are cancelled until further notice.

Utility bill payments can be paid using U.S. Mail, the drop-box (located in the city office parking lot by the south west side of the building), or online <https://bsaonline.com/?uid=2016>. The due date for utility payments has been extended by three weeks, to May 5, 2020. Water turn-offs for non-payment shall not occur. The city's online information and permitting services, accessible by the same link, are also extensive and available for use.

The Department of Public Services will remain active but will not be engaging in non-emergency home appointments or similar services, but other city services (water, sewer, streets, & parks) are expected to be available. Note that parks are open to passive recreation, but high use facilities such as bathrooms and playscapes will be closed. Non-essential building inspection services are suspended.

Republic waste services have suspended yard waste and bulk item collection. They will only pick up contents of cans. See their notice here: <https://www.cityofswartzcreek.org/index.php/files/141/Miscellaneous-Documentation/1038>. With Republic yard waste collection suspended, we have arranged to have a dumpster placed on the vacant lot south of the DPW for drop off (5129 Morrish). Please limit usage to what has been placed at the curb already, since this is not a solution that can accommodate city-wide deposits. The dumpster is for bagged yard waste only!

Emergency, School, Veteran, and Senior Services are provided by other parties. Please consult their respective websites or use the contact information below.

Swartz Creek Area Fire Department: 810.635.2300  
Swartz Creek Community Schools: 810.591.2300  
Swartz Creek Area Senior Center: 810.635.4122  
Genesee County Department of Veterans Services: 810.257.3068

Please continue to visit the city Facebook page and website for updates. Additional information from the state is on the following website: <https://www.michigan.gov/Coronavirus>

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8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

<ftp://cityofswartzcreek.org>



Republic Services is committed to continuing to provide garbage and refuse collection to the residents of your community. During this unprecedented situation that all of us find ourselves in with COVID -19 (Coronavirus), Republic Services will need to make the following changes:

- Republic will collect cart contents only. Any items outside of the trash cart will not be collected.
- Bulk collection (e.g., couch, chair, television, carpet) will be temporarily suspended. Please do not place these items out to the curb at this time.
- Yard Waste collection that was scheduled to start in April will be temporarily suspended during this pandemic to help stop the spread of the COVID-19 (Coronavirus).
- Cardboard intended for recycling will have to be cut down and placed inside of the recycle cart.
- During this time we understand that you may be producing more trash than will fit in your weekly trash cart. Please feel free to use your recycle cart for this excess. However, the container **must** be clearly labeled TRASH.

We apologize for any inconvenience that this may cause. Republic Services number one priority is the safety of our employees, residents, and the communities that we serve. Limiting the exposure of our employees will help slow the spread of COVID-19 (Coronavirus). As this unique situation is rapidly changing we will keep the communities up to date on any and all changes to your service.



Where Friendships Last Forever

Adam Zettel, AICP

City Manager

810.287.2147

[azettel@cityofswartzcreek.org](mailto:azettel@cityofswartzcreek.org)

April 2, 2020

State Emergency Operations Center  
EGLE

**Subject: City of Swartz Creek Report - Michigan EO 2020-28 Restoring water service to occupied residences during the COVID-19 pandemic**

*An account of what efforts have been made to determine which occupied residences within the public water supply's service area do not have water service.*

The City of Swartz Creek utilizes advanced utility billing and account maintenance software provided by BS&A. Reports created on March 30, 2020 indicated that thirteen (13) water accounts maintained a 'shut-off' status. Account notes and site inspections were used to make the following findings:

Seven (7) accounts: Temporarily residential turn off (rental, snow-bird, estate transition, & sale). These accounts were current for payment.

Three (3) accounts: Vacant residential, held for commercial redevelopment.

Two (2) accounts: Vacant commercial buildings.

One (1) account: Residential turn off due to non-payment (restored on 03/30/2020).

*The number of occupied residences within the public water supply's service area that do not have water service as a result of a shutoff due to non-payment.*

Zero (0)

*The number of occupied residences within the public water supply's service area that do not have water service as a result of any reason other than non-payment.*

Zero (0)

I, Adam Zettel, City Manager of the City of Swartz Creek, certify that the best efforts have been exercised to determine which occupied residences within the service area do not have water service; that, to the best of our collective knowledge, no occupied residences have their water service shut off due to non-payment; that the city's public water supply has

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8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

[www.cityofswartzcreek.org](http://www.cityofswartzcreek.org)

<ftp://cityofswartzcreek.org>

April 2, 2020  
Water Shut-off EO Compliance

reconnected water service for all occupied residences that can be reconnected without creating a risk to public health; and that the city's public water supply has exercised best efforts to remedy the conditions that prevent reconnection due to a risk to public health.

Please contact me should you have any questions or comments.

Sincerely,



Adam H. Zettel, AICP  
City Manager  
City of Swartz Creek

To: Adam Zettel / City Council

Our board and committee members have dedicated to meet throughout the coming month to monitor the information coming in and make an educated decision.

In over 30 years as Swartz Creek Hometown Days, we can undoubtedly say this is a challenging time for all of us and now, more than ever with the Coronavirus. Our Board of Directors are happy to let you know that as we all navigate this difficult time, our board members are working from home and dedicated to this year's festival. Why we are excited, for this festival we also understand we must make a SAFE along with an educated decision on what is best for our community in like of this pandemic and monitoring changes daily.

While this may not be the right time to promote Hometown Days, we believe this annual event reinsures our community that normalcy will exist for families, children, and local businesses along with contributes greatly to the overall economic impact to the City of Swartz Creek.

We are committed to Hometown Days, the City of Swartz Creek, our community, and can't wait for the health restrictions ease and life returns to normal.

Brenda Huyck  
President  
Swartz Creek hometown Days  
810-922-7756



**Plante & Moran, PLLC**

Suite 360  
4444 W. Bristol Road  
Flint, MI 48507  
Tel: 810.767.5350  
Fax: 810.767.8150  
plantemoran.com

March 16, 2020

Mr. Adam Zettel, City Manager  
City of Swartz Creek  
8083 Civic Drive  
Swartz Creek, MI 48473

Dear Mr. Zettel:

Thank you for your selection of Plante & Moran, PLLC ("PM") to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Swartz Creek ("the City").

### **Scope of Services**

We will audit the City's financial statements as of and for the year ended June 30, 2020. In addition, the supplemental information accompanying the financial statements, consisting of the nonmajor governmental funds combining statements and fiduciary fund statements, will be subjected to the auditing procedures applied in our audit of the financial statements.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplemental information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM can be available to provide such additional services if and to the extent provided for in a separate, signed engagement agreement.

### **Timing of Services**

We expect to begin fieldwork for this engagement at your offices on August 17, 2020. We anticipate that our on-site audit work will end on approximately August 26, 2020 and that our report will be issued by November 30, 2020.

### **Fees and Payment Terms**

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expends at our current hourly rates. We estimate that our fee for this engagement will be approximately \$29,450. This represents an inflationary increase over prior year's fee.

Any fee estimate for the engagement does not include time related to the implementation of GASB 84, *Fiduciary Activities*. These services include assistance with the identification and reporting of fiduciary activities along with the auditing of any changes or new funds. Our fee for any such services will be based on the value of the services provided, which will be based on actual time incurred and billed at discounted hourly rates.

Mr. Adam Zettel, City Manager  
City of Swartz Creek

2

March 16, 2020

Invoices for audit services will be rendered to reflect this payment schedule. Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

**Plante & Moran, PLLC**



Pamela L. Hill, CPA  
Partner

**Agreed and Accepted**

**We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Swartz Creek and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.**

City of Swartz Creek

\_\_\_\_\_  
Adam Zettel

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
Title

## Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for audit services dated March 16, 2020 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Swartz Creek (referred to herein as “the City”).

1. **Financial Statements** – The financial statements of the City being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – City management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of the City personnel responsible for the City’s underlying accounting and financial records.

The City personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, the City will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. the City will allow PM unrestricted access to personnel within the City from whom PM determines it necessary to obtain audit evidence.

The City represents and warrants that any and all information that it transmits to PM will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). the City shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws (“Personal Data”) to PM without prior notification to PM. The City shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. the City has designated Deanna Korth to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the City involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM’s audit is the expression of an opinion on the City financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that the City’s internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM’s opinion is to be modified, PM will discuss the reasons with the City management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees

**Professional Services Agreement – Audit Services**

to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.

5. **Internal Controls** – The City is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of the City's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.
6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, the City acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the City, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the City's governing board, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

Communication to Group Auditor – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. The City permits such communication. PM will discuss matters being communicated with those responsible for governance of the City.

8. **Accounting and Financial Records** – The City agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all the City financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on the City providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the City's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to the City's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Audit Adjustments** – PM will recommend adjustments to the City's accounting records that PM believes are appropriate. The City management is responsible for adjusting the City accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City financial statements specified in this agreement.

**Professional Services Agreement – Audit Services**

- 10. Management Representations** – The City is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from the City officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, the City acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, the City agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in the City financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 11. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. The City may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. The City agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if the City intends to make reference to PM in a publication of any type, the City agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. The City acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet website, the City understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 12. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the City elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, the City understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this agreement. Additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

If the City incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, the City agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of the City since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

**Professional Services Agreement – Audit Services**

- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of the City.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should it attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both the City and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of the City's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. the City authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. the City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

- 15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these third party service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information, including tax return information, to such third party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. the City's consent shall be continuing until the services provided for this engagement agreement are completed.
- 16. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the City regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. The City acknowledges that the following circumstances may result in an increase in fees:

**Professional Services Agreement – Audit Services**

- Failure by the City to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by the City to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by the City causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 17. Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. the City agrees that in the event PM stops work or terminates this Agreement as a result of the City's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
- 18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred and included as an adjustment to PM's invoices related to this engagement. the City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 19. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 20. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 21. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the City and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 22. Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease, and PM's engagement will be deemed to have been completed. the City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.

**Professional Services Agreement – Audit Services**

- 23. Entire Agreement** – This engagement agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 24. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 25. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 26. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 27. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

**End of Professional Services Agreement – Audit Services**

## MARY CRAPO RECREATION LAND LEASE

This lease ("Lease") is entered into on \_\_\_\_\_, between the City of Swartz Creek, a Michigan municipal entity (the "The City"), with offices at 8083 Civic Drive, Swartz Creek, MI 48473, and Communities First, Inc., a Michigan domestic nonprofit corporation ("CF"), with offices at 415 W Court St., Flint, MI 48503, on the terms and conditions set forth below.

1. **Premises.** CF leases to the City and the City leases from CF real property located in the City of Swartz Creek, Genesee County, as legally described and shown on the attached exhibit A (the Premises).

2. **Term.** This Lease shall be for ~~a~~ term of forty-five (45) years commencing with the signing of this Lease.

3. **Rent.** Beginning on the date of signing this Lease, the City shall pay rent of \$1 for the Term of this Lease use of the Premises.

4. **Use.** The Premises shall be used exclusively ~~as a ballfield~~ and managed by the City. No uses shall be permitted that will violate any law, municipal ordinance, or regulation. The Swartz Creek Community School will have access to the premises and the ability to reserve the Premises for their use during established park hours by the Swartz Creek Park and Recreation Board.

5. **Covenant of quiet enjoyment.** As long as the City is not in default under this Lease, the City shall be entitled to quiet possession of the Premises during the term of this Lease.

6. **Taxes.** During the term of this Lease, the City shall pay all real estate taxes and special assessments levied against the Premises, including installment payments for special assessments extending beyond the term of this Lease. The City may contest the amount or validity of any taxes or special assessments by appropriate proceedings, provided the City shall pay them when all appeals are completed.

7. **Casualty insurance.** During the term of this Lease, the City shall procure fire and extended coverage insurance insuring the Premises, including all leasehold improvements, for their full replacement value. The insurance policy shall show CF, any mortgagee of CF or the City, regarding the Premises, and the City as named insureds. The insurance policy shall carry an endorsement requiring that CF shall be given 10 days written notice before any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to CF. CF and the City and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by CF and the City and waiving all rights of subrogation by their respective insurers.

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**Deleted:** The City shall have the right to renew the term of this Lease for succeeding periods of years by giving CF notice of the City's intent to renew the Lease at least 1 calendar year before the expiration of the then current term. Each renewal shall be on the same terms and conditions as in this Lease.

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**8. Liability insurance.** Throughout the term of this Lease, the City shall hold harmless and indemnify CF against any injury or damage to third parties arising because of any act or neglect of the City in or about the Premises. The City shall, at its cost, procure liability insurance covering CF with public liability insurance and property damage insurance with insurance companies licensed to do business in the state of Michigan, in amounts that are recommended in writing by a qualified and experienced insurance agent in the area as optimum coverage for the uses made of the Premises. The insurance policy shall show CF, any mortgagee of the CF and/or the City, regarding the Premises, and the City as named insureds. The insurance policy shall carry an endorsement requiring that CF shall be given 10 days written notice before any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to CF. CF and The City and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or because of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by CF and the City and waiving all rights of subrogation by their respective insurers.

**9. Utilities.** The City shall pay when due all bills for water, gas, electricity, and other utilities and services for the Premises during the term of this Lease.

**10. Leasehold Improvements.** The City shall have the right to construct or improve existing structures on the Premises and attendant facilities only with the prior written approval of CF. Such approval shall be at the sole discretion of CF. At the expiration of the Lease, title to all structures and leasehold improvements on the Premises shall vest in CF.

**11. Maintenance by the Parties.** The City shall, maintain the grounds and lawn care of the premises and recreational field on the Premises. The City will maintain all buildings or improvements to structures on the Premises in good condition and repair. The City agrees to operate and keep the Premises in a clean condition, in compliance with applicable laws and ordinances. If the City fails to maintain the Premises, after CF sends notice and the City fails to cure the conditions, the Premises will revert to CF.

**12. Damage to improvements.** In the event of damage to the improvements caused by fire or other casualty, the City shall promptly rebuild the premises to the condition it was in before the casualty in accordance with the Plans. The insurance proceeds carried by the City to cover casualty damage to the Premises shall be available for the reconstruction. If the improvements constructed by the City on the Premises are rendered unleaseable by fire or other casualty during the term of the Lease to the extent that the building(s) must be demolished and rebuilt, and the casualty insurance proceeds for the building available for payment by the insurance company and the Premises and insurance proceeds are not subject to any lien, the City may, at the City's option, to be evidenced by notice given to CF within 30 days after the occurrence of the damage or destruction, elect to terminate this Lease as of the date of the damage or destruction. In that event, CF shall be entitled to all insurance proceeds for the damage to improvements on the Premises.

13. **Signs.** The City may erect, maintain, and remove signs, appropriate to its business operations, in or about the Premises as the City with prior written approval from CF. Such approval shall not be unreasonably withheld. The signs shall be in compliance with all governmental regulations and be harmonious in size, style, and content with those of CF and any adjoining offices of CF.

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14. **Default.** This Lease is granted on the condition that if an event of default (Event of Default) shall occur and then a default (Default) occurs, this Lease may be terminated. An Event of Default shall occur if there has been (a) a failure by the City to pay, when due, any rent to be paid to CF, or to make payment when due of any taxes, assessments, or charges required by the terms of this Lease; or (b) failure by the City to maintain the grounds of the Premises or (c) failure by the City to obtain written approval from CF per Section 16 and Section 17 of this Lease or (d) the City allowing use of the Premises for any purpose not permitted by Section 4 of this Lease. Following an Event of Default CF may send to The City notice of the Event of Default. The notice shall give the City or CF 30 days to cure the default. If the Event of Default is not cured during the notice period, on the expiration of that notice period of 30 days a Default shall exist.

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15. **CF's remedies.** If a Default as defined above occurs, CF shall at its election, on or concurrent with the giving of notice to the City, have the right to terminate this Lease.

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16. **Leasehold mortgage.** The City shall obtain prior written approval from CF to encumber by mortgage any and/or all of the City's interest under this Lease including, without limiting the generality of the foregoing, its right to use the Premises together with its interests in all improvements and fixtures placed on the Premises. Such approval shall be at the sole discretion of CF. Any encumbrance on the Premises are subject and conditioned upon written approval of CF, the terms of this Lease and to the Project Ordinance. Any subsequent mortgagee will be bound by the terms and conditions contained in this Lease and the Project Ordinance.

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a. as the City's legal representative, without terminating this Lease, enter on and rent the Premises at the best rate obtainable by reasonable effort and for any term and on conditions as CF deems proper. The City shall be liable to CF for the deficiency, if any, between The City's rent under this Lease and the price obtained by CF on reletting.¶

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17. **Assignment and subletting.** The City must obtain written approval from CF prior to any transfer of interest under this Lease. Such approval shall be at the sole discretion of CF. Any assignment or subletting shall not release the City from liability. If the City and CF determine the property is needed for future redevelopment, CF shall submit a plan to Swartz Creek City Council for approval of such plan and termination of this lease. CF shall have the right to transfer its interest under this lease to an affiliate entity, including a limited partnership created for the purpose of developing and owning affordable housing, without prior approval from the City.

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**Deleted:** If the City has a written offer for the purchase of any of the City's interest under the Lease or in the Premises, the City shall submit a copy of that written offer to CF. CF shall have 60 days following receipt of the notice within which to accept the terms of the written offer and agree in writing to match those terms for a purchase of the interest. If CF agrees to match the terms for the purchase, the purchase shall be completed with CF. If CF does not exercise its right to accept the terms of the purchase within the 60 days, CF shall be deemed to have given its approval to the sale of the interest to a third party.

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18. **Notices.** All notices under this Lease shall be in writing and be sent by certified mail addressed to the respective party at the address indicated above or at such other address as the City shall designate in writing. A change in address may be effected by a certified letter sent by either party to the other. Unless CF gives notice to the contrary, all payments to CF under the terms of this Lease shall be made to CF at the address for CF first set forth above.

19. **Modifications.** No modification, alteration, or amendment to this Lease shall be binding unless in writing and signed by both parties to the Lease.

20. **Recording.** CF agrees to execute this Lease and record it with the Genesee County Register of Deeds, so the covenants contained in this Lease and in the Project Ordinance run with the land and bind subsequent parties with an interest in the Premises.

21. **Title and nondisturbance agreement.** CF warrants that no lien, exception to title, or encumbrance affects the Premises other than those of record at the effective date of this Lease. If a holder of a mortgage from ~~the City affecting the Premises~~ requests CF to enter into a reasonable subordination, nondisturbance agreement, CF shall do so if the holder agrees, in the event of foreclosure or sale under the mortgage, to recognize all of CF's rights under this Lease, and to perform all of the City's obligations under the Lease.

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22. **Whole agreement.** This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representations, inducement, or condition not set forth in this agreement has been made or relied on by either party.

23. **Governing law.** This Lease shall be governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this agreement is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Genesee County, Michigan.

24. **Effective date.** The parties have signed this agreement in duplicate, and it shall be effective as of the day and year first above written.

Communities First, Inc.

The City of Swartz Creek

Glenn Wilson, President & CEO

David Krueger, Mayor

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