

SWARTZ CREEK DDA

Regular Meeting Agenda

Downtown Development Authority, Thursday, April 9, 2026, 6:00 P.M.

City Hall 8083 Civic Drive, Swartz Creek Michigan, 48473

Virtual (Zoom) Meeting Available for General Public

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

4. APPROVE AGENDA:

4A. Proposed or Amended Agenda, April 9, 2026

5. MOTION TO APPROVE MINUTES:

5A. Board Meeting, March 12, 2026

6. REPORTS & COMMUNICATIONS:

Page No:

6A. Resolutions

02

6B. March 12, 2026 Minutes

09

6C. April 9, 2026 Meeting Letter

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6D. Church Abatement Monitoring Proposal

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6E. Social District News Article

19

7. MEETING OPENED TO THE PUBLIC:

7A. General Public Comments

8. BUSINESS:

8A. Church Abatement Monitoring Proposal

02

9. MEETING OPENED TO THE PUBLIC:

9A. General Public Comments

10. REMARKS BY MEMBERS:

11. ADJOURNMENT:

CITY OF SWARTZ CREEK
DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTIONS
THURSDAY, APRIL 9, 2026

Resolution No. 260409-01

AGENDA – April 9, 2026

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the agenda for the April 9, 2026 Downtown Development Authority special meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260409-02

MINUTES – March 12, 2026

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the Minutes for the March 12, 2026 Downtown Development Authority meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260409-03

**RESOLUTION TO APPROVE MONITORING
SERVICES FOR ABATEMENT OF ASBESTOS
AT THE OLD METHODIST CHURCH**

Motion by Board Member: _____

WHEREAS the Swartz Creek Downtown Development Authority acquired the historic church structure at 4484 Morrish Road with the intention of finding a private partner to secure a viable economic use for the site that will engage the community and preserve the structure; and

WHEREAS, the DDA awarded a contract for asbestos mitigation to Southeast Abatement in order to reduce a barrier to site reuse or potential demolition; and

WHEREAS, monitoring of such abatement activities is strongly recommended to protect workers, the site, the general public, and the DDA body; and

WHEREAS, a proposal for monitoring and compliance was received by the DDA's hazardous material consultant, Triterra.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority approve the proposal for abatement mitigation monitoring by Triterra as included in the April 9, 2026 DDA packet.

BE IT FURTHER RESOLVED the DDA authorizes and directs the Chair to execute the proposal for said services.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260409-04

ADJOURN

Motion by Board Commission Member: _____

I Move the Swartz Creek Downtown Development Authority adjourns the April 9, 2026 Downtown Development Authority special meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

CITY OF SWARTZ CREEK
VIRTUAL DOWNTOWN DEVELOPMENT AUTHORITY MEETING ACCESS INSTRUCTIONS
THURSDAY, APRIL 9, 2026, 6:00 P.M.

The regular virtual meeting of the City of Swartz Creek park board is scheduled for **April 9, 2026** starting at 6:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

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 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: DDA- Downtown Development Authority Meeting
Time: April 9, 2026 6:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/kz4Jb4etg>

If you have any further questions or concern, please contact 810-429-2766 or email rkraft@cityofswartzcreek.org.

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

**CITY OF SWARTZ CREEK
VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES**

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 public meetings, Roberts Rules of Order, and city board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. 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.

The following shall apply to virtual meetings of the city’s public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City’s website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website’s homepage that clearly describes the meeting’s purpose.

6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

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 a meeting shall be promptly removed by the city clerk or by order of the Mayor. Profanity in visual or auditory form is prohibited.

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the meeting application or by dialing *9 on their phone.

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. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF BOARD OR COMMISSION

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

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair 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 as appropriate on the digital application.
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 or chair. 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 public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.

7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
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 PUBLIC BODIES

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

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY MEETING
MARCH 12, 2026**

The meeting was called to order at 6:00 p.m. by Board Chairperson Beedy in the Swartz Creek Council Chambers with a virtual (Zoom) meeting available for the general public.

Board Members Present: Henry, Barclay, Beedy, Gardner, Kallas, Kelley,

Board Members Absent: King, Parenteau, Ryan

Staff Present: Adam Zettel-City Manager

Others Present: Dennis Cramer

APPROVAL OF AGENDA AND MINUTES:

Resolution No. 260312-01 **(Carried)**

Motion by Board Member Henry
Second by Board Member Gardner

I Move the Swartz Creek City Downtown Development Authority approves the agenda for the March 12, 2026 as amended to include a new item 8B. Holland Square Public Safety.

Unanimous affirmative voice vote: Motion declared carried.

Resolution No. 260312-02 **(Carried)**

Motion by Board Member Henry
Second by Board Member Kelly

I Move the Swartz Creek City Downtown Development Authority approves the minutes from the December 11, 2025, Downtown Development Authority Meeting as written.

Unanimous affirmative voice vote: Motion declared carried.

MEETING OPEN TO PUBLIC:

Dennis Cramer spoke about the opportunity of a 250th anniversary mural in town, perhaps on the Swartz Creek Pharmacy or another suitable surface. The board was interested and requested to know specific pricing and location options, as well as possible designs. Mr. Cramer also spoke about a concert he is planning for the amphitheater.

HOLLAND SQUARE PERGOLA

RESOLUTION TO APPROVE THE PURCHASE AND INSTALLATION OF THE MINIMAL PERGOLA STRUCTURE COMPONENTS FOR HOLLAND SQUARE

Motion by Board Member: Henry
Second by Board Member: Gardner

WHEREAS, the City of Swartz Creek owns property on Holland Drive, known as Holland Square, that functions as a parking and outdoor event space, and

WHEREAS, the Downtown Development Authority has been seeking a means to increase the value of this space as it relates to hosting various outdoor events, and

WHEREAS, the DDA, through the work established by an ad hoc committee of the council, proposed to construct a pergola-style structure on the Miller Road frontage, complete with lighting and sound, said concept being approved by the city council on September 22, 2025, and

WHEREAS, the project is to be funded by a Michigan State Housing Development Authority grant in the amount of \$75,000, a contribution of \$50,000 from Dort Financial Credit Union, anticipated Public Places Community Spaces funds, community contributions, and DDA funds, and

WHEREAS, the MEDC crowdfunding campaign is delayed until May of 2026, and MSHDA funds must be fully spent by September 30, 2026, requiring downsizing and commencement of the project prior to receipt of all funds, with additional features to be added later, and

WHEREAS, the City Council and DDA find that the design-build process involving AMA Architects and JW Morgan Construction is in the economic interests of the DDA and is the best way to plan and procure the pergola.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek Downtown Development Authority approves the purchase and installation of the pergola structure, without signs, lighting, sound, furnishings, and related features, as included in the March 12, 2026 DDA packet.

BE IT FURTHER RESOLVED the DDA approves the proposal by JW Morgan to procure and install such features, per the submitted work scope and cost sheet, as included in the March 9, 2026 city council packet.

BE IT FURTHER RESOLVED the DDA shall provide the funds, as budgeted, to support this project, as executed by the City of Swartz Creek.

Voting For: Henry, Gardner, Barclay, Kelley, Kallas, Beedy
Voting Against: None

HOLLAND SQUARE PUBLIC SAFETY

Mr. Kelly spoke about the need for more handicap parking and lighting on Holland Drive. Some fallen communication wires were also noted. It was agreed that Todd would as an industry peer about the wires, Mr. Zettel would check on Consumers pricing for a couple decorative lights on the street. Bollard lighting may also be an option. Handicap parking is something to consider in the future. Mr. Gardner noted that the old Trecha building may be due to be demolished and acquired for parking.

JEEPERS CREEKERS AND MAKERS MARKET REQUEST

Resolution No. 260312-04

RESOLUTION TO APPROVE SPONSORSHIP SUPPORT FOR JEEPERS CREEKERS

Motion by Board Member: Henry
Second by Board Member: Kallas

WHEREAS the Swartz Creek Downtown Development Authority actively seeks community partners that can increase recreation, hospitality, and culture in the community through the creation and continuation of events; and

WHEREAS, the DDA budgets funds to support such events financially; and

WHEREAS, the Jeepers Creekers organization, which is a recognized area not for profit that is in good standing, operates the Makers Market and a popular fall event known as Jeepers Creekers.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority sponsor the 2026 Jeepers Creekers downtown event in the amount of \$2,500.

Voting For: Kelley, Kallas, Beedy, Henry, Gardner, Barclay
Voting Against: None

SWARTZ CREEK HISTORICAL SOCIETY SUPPORT REQUEST

It was asked if more funds were needed. Mr. Kelly felt there was enough in kind and fees collected that it was not.

Resolution No. 260312-05

RESOLUTION TO APPROVE SPONSORSHIP SUPPORT FOR SWARTZ CREEK HISTORICAL SOCIETY

Motion by Board Member: Henry
Second by Board Member: Kelly

WHEREAS the Swartz Creek Downtown Development Authority actively seeks community partners that can increase recreation, hospitality, and culture in the community through the creation and continuation of events; and

WHEREAS, the DDA budgets funds to support such events financially; and

WHEREAS, the Swartz Creek Historical Society organization, which is a recognized area not for profit that is in good standing, proposes to operate three car shows in the summer and fall of 2026 in and around Holland Square in downtown.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority sponsor the 2026 car show series event in the amount of \$375, conditioned upon approval of the event by the Swartz Creek City Council.

Voting For: Kallas, Beedy, Henry, Gardner, Kelley

Voting Against: Barclay

SWARTZ CREEK FINE ARTS ASSOCIATION SUPPORT REQUEST

It was asked if their sponsorship cost increased this year. It is believed this changed to \$400 a few years ago.

Resolution No. 260312-06

RESOLUTION TO APPROVE SPONSORSHIP SUPPORT FOR SWARTZ CREEK FINE ARTS ASSOCIATION

Motion by Board Member: Kelly

Second by Board Member: Gardner

WHEREAS the Swartz Creek Downtown Development Authority actively seeks community partners that can increase recreation, hospitality, and culture in the community through the creation and continuation of events; and

WHEREAS, the DDA budgets funds to support such events financially; and

WHEREAS, the Swartz Creek Fine Arts Association organization, which is a recognized area not for profit that is in good standing, operates the summer concert series and the Pajtas Amphitheater in downtown.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority sponsor the 2026 summer concert series event in the amount of \$400.

Voting For: Kallas, Beedy, Henry, Gardner, Kelley

Voting Against: Barclay

METHODIST CHURCH ABATEMENT AWARD

The abatement process, contractor, and building future was deliberated by the board. It was generally agreed that this process needs to be complete for use, sale, or demolition.

Resolution No. 260312-07

RESOLUTION TO APPROVE THE LOW BID FOR ABATEMENT OF ASBESTOS AT THE OLD METHODIST CHURCH

Motion by Board Member: Henry

Second by Board Member: Gardner

WHEREAS the Swartz Creek Downtown Development Authority acquired the historic church structure at 4484 Morrish Road with the intention of finding a private partner to secure a viable economic use for the site that will engage the community and preserve the structure; and

WHEREAS, the DDA has been seeking such partners, but the barriers to use of the site are problematic, including the potential for hazardous materials onsite the cost to remove them; and

WHEREAS, the Swartz Creek DDA, in conjunction with the MEDC, tested materials in the structure for asbestos, and finding some, created bid specifications to remove said material; and

WHEREAS, bids were received and reviewed by the consultant, with the apparent low bid submitted by Southeast Abatement, in the amount of \$39,543 for the base bid.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority award the bid for abatement to Southeast Abatement, as a unit cost bid, with Alternate 1 to be included in the award.

BE IT FURTHER RESOLVED the DDA authorizes and directs the Chair to execute a standard contractors agreement with the contractor for said services

Voting For: Kallas, Beedy, Henry, Gardner, Kelley
Voting Against: Barclay

MEETING OPEN TO PUBLIC:

No comment.

REMARKS BY BOARD MEMEBERS:

Rod Gardner: He spoke about some of the downtown business owners seeking a community calendar and/or some sort of notice about larger events, especially at cage. Prior experiences with newsletters, calendars, and gatherings was discussed. Adam said he would work with Greg to see if they could assist.

Jeff Kelley: He wanted to make sure Holland Square users were made aware of construction at the site this summer.

ADJOURN

Resolution No. 260312-08

Motion by Board Member Henry
Second by Board Member Gardner

I Move the Swartz Creek Downtown Development Authority adjourns the March 12, 2026 Downtown Development Authority meeting.

Unanimous affirmative voice vote: Motion declared carried.

Adjourn at 7:06 pm

Jeffrey E. Kelley



Swartz Creek DDA
Swartz Creek City Offices Fax:
8083 Civic Dr.
Swartz Creek, MI 48473

Phone: 810-635-4464
810-635-2887

Date: March 26, 2026

To: DDA Board Members
From: Adam Zettel
RE: April 9, 2026 DDA Meeting

Hello everyone,

There will be a meeting of the DDA at 6:00 p.m. on Thursday, April 9, 2026. All board members must attend in person to participate. This will also be broadcast virtually via Zoom for the general public. Instructions and guidelines for the virtual meeting are in the packet. We had a lot of business in March, but we have one more loose end to tie up before we can proceed with one important item. The abatement award for the church requires a third party to monitor the work. I have solicited a proposal from the hazardous material consultant, Triterra for these services.

The proposal, which is substantial, is attached. This is to be a unit cost service, meaning that the price could be lower or higher depending upon the efficiency of the contractor. I have looked into this issue enough to ascertain that such services are necessary and expensive.

Despite the high cost, I recommend we proceed. Proper monitoring of such a job, especially as a public body, is essential to ensure protection of the workers, the site, the general public, and the DDA body. I am including resolution to proceed.

As of writing, I do not have draft budget materials ready. We will look to formulate the next budget and action plan at the next meeting.

I am also including an article about a social district that appears on track for Davison. You can see how a community can limit hours, days, and the area. It is also possible to restrict much of the district access outside of sanctioned events. I am a proponent of a social district in Swartz Creek. I think this will add some vibrancy to our events, which will benefit the participants and adjacent businesses. I encourage folks to check out social districts in other communities. I hear great things about Durand's Wednesday in downtown during the summer.

Contact me directly with any questions, comments, or agenda items. **Please let us know if you can attend or not.**

Sincerely,

A handwritten signature in blue ink that reads "Adam Zettel". The signature is fluid and cursive, with the first name "Adam" and the last name "Zettel" clearly distinguishable.

Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

CONTRACT

Mr. Adam Zettel, AICP City Manager Swartz Creek City 8083 Civic Drive, Swartz Creek, MI 48473 Via email: azettel@cityofswartzcreek.org	Proposal No.: P25-4692 Date: March 23, 2026
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Property: Former Church 4488 Morrish Road, Swartz Creek, Michigan	Service Group: Industrial Hygiene Services
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1. Scope of Work:

Air Monitoring and Oversight (Daily Rate)	\$17,000.00
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- Work to be performed by a licensed and trained industrial hygienist.
- Fee includes travel, labor, equipment, sampling media, shipping, analytical, daily reporting, project administration, per diem and project management.
- Fee is based on an 8-hour work shift, total of 10 shifts.
- Days exceeding 10 shifts will be billed at a daily rate of \$1,600.00 per day.

Project Closeout Reporting (Lump Sum)	\$1,000.00
TOTAL:	\$18,000.00

2. Attachments: N/A

3. Documents Incorporated by Reference: None.

Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments and all documents incorporated by reference above. Terms of Payment: 0% upon execution of Contract; subsequent invoices due on receipt. This contract and the listed fees are valid for a term of 60 days.

This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.

Authorized by Client: City of Swartz Creek By: _____ Date: _____ (Signature) Name: _____ Title: _____ Email: _____ Phone: _____	Accepted by Consultant: Triterra By: <u>Madison Konrad</u> Date: <u>March 23, 2026</u> Name: <u>Madison Konrad</u> Title: <u>Sr. Project Manager – Industrial Hygiene</u>
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TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. **Scope of Services.** The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.
2. **Estimates of Costs.** Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.
3. **Fees and Compensation.** Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.
4. **Billing and Payment.** Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.
5. **Release and Submission of Reports and Data.** All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.
6. **Hazardous and Waste Materials.** Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.
7. **Site Access and Control.** Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.
8. **Site Conditions.** Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.
9. **Indemnification and Limitation of Liability.** Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to \$1,000,000 in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.
10. **Standard of Care and Disclaimer of Warranties.** Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.
11. **Force Majeure.** Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.
12. **Governing Law and Venue.** These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.

Genesee County VIEW

INCLUDING GRAND BLANC VIEW, THE DAVISON INDEX, THE FLUSHING VIEW,
THE BURTON VIEW, SWARTZ CREEK VIEW & FLINT TOWNSHIP VIEW

VIEW Newspaper Group

Davison moves forward with downtown social district plan

City is only second community in Genesee County to designate such an area

By ops@our-hometown.com on March 26, 2026

By Gary Gould
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DAVISON – Development of a Main Street social district in the city is moving ahead, led by the Davison Downtown Development Authority (DDA) with support from local businesses and city officials.

At its March 9 regular meeting, the Davison City Council approved resolutions to include several downtown establishments in the proposed district, including El Charrito’s, The Agitated Grape Bar & Bistro, and The Davison Hotel.

According to the DDA, the social district will create a designated area within downtown Davison where residents and visitors can purchase alcoholic beverages from approved businesses and carry them within clearly marked boundaries.

The initiative is intended to foster community engagement while supporting local economic activity.

“It is my hope that the proposed Social District will provide economic growth to our downtown

<p>Dining out or eating in— we have benefits for you.</p>	<p>AARP Members Recipes</p> <p>OUTBACK STEAKHOUSE</p>	<p>Dining out or eating in— we have benefits for you.</p>	<p>AARP Meml Recip</p> <p>OUT STEAK</p>
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Under the plan, the district would operate Sunday through Thursday from 4-10 p.m., and Friday and Saturday from 11 a.m.-10 p.m.

Alcoholic beverages must be purchased from participating, state-approved establishments and consumed only within designated common areas. Outside alcohol will not be permitted, according to materials in the council's agenda packet.

City officials emphasized that beverages must be served in specially marked, single use "Davison Social District" cups, which must be disposed of properly to help maintain cleanliness downtown.

The DDA discussed the cups at its Wednesday, March 18 regular meeting and it hasn't been decided yet if the cups will be printed with the social district logo or if the businesses owners will have stickers they can add to disposable cups.

DDA Director Stacy Hurley said the businesses selling alcohol as part of the social district will be required to have garbage cans outside their establishments for people to throw away their cups.

She added there will have to be garbage cans placed at the exits to the social district area so people can toss their cups before leaving.

Consumption will not be allowed on any roadway open to vehicular traffic.

The concept of social districts was established under legislation signed by Gov. Gretchen Whitmer on July 1, 2020, aimed at boosting economic activity and providing flexibility for hospitality businesses during the COVID-19 pandemic.

Since then, more than 140 social districts have been created across Michigan, including dozens in communities comparable in size to Davison.

In Genesee County, Otisville is currently the only municipality with an established social district. A message left for the Village of Otisville clerk (and acting city manager) requesting comment was not returned.

To create the district, the city is required by the Michigan Liquor Control Commission to adopt defined boundaries and a maintenance and management plan.

Participating businesses must also receive local approval before applying for a state-issued social district permit.

The March 9 resolution establishes the district, adopts its boundaries and management plan, and authorizes the listed businesses to pursue state licensing.

City officials noted that the full district boundaries would only be activated during special events when streets are closed, such as Festival of Flags, Meet Me on Main, the Pumpkin Festival, and Christmas on Main.

On regular days, activity will be limited to designated common areas along sidewalks and public spaces.

The city aims to have the social district operational by June, aligning with Festival of Flags and other summer events, with plans for full implementation during the 2026 event season.

Officials say the district is designed to encourage visitors to spend more time downtown by allowing them to purchase beverages and walk between participating businesses, benefiting the broader business community.

The Davison Downtown Development Authority said the initiative aligns with its mission to support local businesses, promote downtown vibrancy, and strengthen community connections.

The DDA hopes to roll out the social district in time for Festival of Flags in June, if all state approvals go through.