

SWARTZ CREEK DDA

Regular Meeting Agenda

Downtown Development Authority, Thursday, August 13, 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, August 13, 2026

5. MOTION TO APPROVE MINUTES:

5A. Board Meeting, June 11, 2026

6. REPORTS & COMMUNICATIONS:

Page No:

6A. Resolutions

02

6B. June 11, 2026 Minutes

11

6C. August 13, 2026 Meeting Letter

14

6D. Committee Minutes

18

6E. Social District Program Draft

26

6F. Wayfinding Program Pricing & Designs

50

6G. Consumers Energy Lighting Proposal

52

6H. Brewer Townhome Incentive Proposal & Draft Agreement

62

6I. Summer Newsletter

96

7. MEETING OPENED TO THE PUBLIC:

7A. General Public Comments

8. BUSINESS:

8A. Social District Program Review

02

8B. Wayfinding Procurement Review

03

8C. Consumers Energy Lighting Proposal

04

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, AUGUST 13, 2026

Resolution No. 260813-01

AGENDA – August 13, 2026

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the agenda for the August 13, 2026 Downtown Development Authority meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260813-02

MINUTES – June 11, 2026

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the Minutes for the June 11, 2026 Downtown Development Authority meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260813-03

**RESOLUTION TO RECOMMEND APPROVAL OF A
PILOT SOCIAL DISTRICT TO THE SWARTZ CREEK
CITY COUNCIL**

Motion by Board Member: _____

WHEREAS, The City of Swartz Creek Downtown Development Authority desires to promote economic vitality, tourism, and responsible social activity within its downtown; and

WHEREAS, Public Act 124 of 2020, as amended, authorizes municipalities to designate Social Districts and Commons Areas; and

WHEREAS, the Michigan Liquor Control Commission requires local approval of Social Districts prior to issuance of permits to participating licensees; and

WHEREAS, the Swartz Creek DDA finds that establishing a Social District will support downtown businesses, encourage walkability, and enhance community engagement; and

WHEREAS, the a committee of the DDA has explored specifics of a pilot social district and recommends approval to the DDA and city council.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority recommends approval to the City Council of the pilot Swartz Creek Social District Program as included in the July 9, 2026 DDA Packet, including the resolutions, map, maintenance and operations plan, participant agreement, and conceptual branding/graphic work.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260813-04

**RESOLUTION TO APPROVE PARTICIPATION IN
THE DOWNTOWN WAYFINDING AND BRANDING
SIGN PROGRAM**

Motion by Board Member: _____

WHEREAS, the Swartz Creek Downtown Development Authority previously initiated and funded the development of a comprehensive community branding and wayfinding plan prepared by Guide Studio in 2024; and

WHEREAS, the adopted plan establishes a coordinated family of gateway, directional, pedestrian, and destination signs intended to improve navigation, strengthen community identity, enhance the downtown experience, and promote economic development; and

WHEREAS, the Downtown Development Authority and the City of Swartz Creek have each appropriated funds within their respective budgets for implementation of portions of the Wayfinding and Branding Plan during Fiscal Years 2026 and 2027; and

WHEREAS, city staff solicited pricing from multiple qualified sign fabricators for implementation of the sign family identified in the Guide Studio plan and determined that Signature Streetscapes provides the most advantageous pricing for fabrication, with installation to be provided by Universal Outdoor Accessories; and

WHEREAS, on July 13, 2026, the Swartz Creek City Council approved Signature Streetscapes as the primary sign fabricator and Universal Outdoor Accessories as the primary installer for the City's Wayfinding and Branding Program, contingent upon DDA approval for the downtown portion of the project; and

WHEREAS, the Downtown Development Authority finds that implementation of the downtown wayfinding improvements furthers the purposes of the Authority by improving the appearance, accessibility, economic vitality, and marketability of the downtown district.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority hereby:

1. Approves participation in the Downtown Wayfinding and Branding Sign Program in substantial conformance with the Guide Studio Wayfinding and Branding Plan.

2. Approves Signature Streetscapes as the primary fabricator and Universal Outdoor Accessories as the primary installer for the downtown portion of the project.
3. Authorizes expenditure of funds budgeted by the Downtown Development Authority for fabrication, installation, permitting, and other project-related expenses associated with implementation of the downtown portion of the approved sign program.
4. Authorizes the City Manager or designee to prepare the final sign order, determine individual sign locations, messages, mounting methods, and other minor project details necessary to implement the adopted plan, provided such modifications remain substantially consistent with the Guide Studio design intent and within available appropriations.
5. Authorizes the City Manager to execute all documents, coordinate installation, and take all administrative actions necessary to complete the project.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260813-05

A RESOLUTION OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF SWARTZ CREEK APPROVING THE INSTALLATION OF DECORATIVE STREET LIGHTING ON HOLLAND DRIVE, CONDITIONED UPON CITY COUNCIL APPROVAL OF THE NECESSARY AMENDMENT TO THE CONSUMERS ENERGY STREET LIGHTING CONTRACT

Motion by Board Member: _____

WHEREAS, the Swartz Creek Downtown Development Authority (the "DDA") has identified decorative pedestrian-scale street lighting as a public improvement that will enhance the appearance, safety, and economic vitality of the downtown district; and

WHEREAS, Consumers Energy has provided an Authorization for Change in Standard Lighting Contract and related construction documents for the installation of two (2) 70-watt LED Avery decorative post-top streetlights with ornamental fluted poles on Holland Drive between Ingalls Street and Miller Road, at an estimated installation cost of \$10,282.50; and

WHEREAS, the proposed lighting installation requires an amendment to the existing Standard Lighting Contract between the City of Swartz Creek and Consumers Energy, which must be approved by the Swartz Creek City Council before the improvements may proceed; and

WHEREAS, the DDA desires to authorize and fund the decorative lighting improvements, provided that the City Council approves the required amendment to the Consumers Energy Standard Lighting Contract.

NOW, THEREFORE, BE IT RESOLVED, the Downtown Development Authority of the City of Swartz Creek, Genesee County, Michigan, as follows:

1. The Downtown Development Authority hereby approves the installation of the proposed decorative street lighting improvements on Holland Drive as described in the Consumers Energy proposal and associated construction documents.
2. This approval is expressly conditioned upon the Swartz Creek City Council approving the necessary Authorization for Change in the Standard Lighting Contract with Consumers Energy.
3. Upon satisfaction of the foregoing condition, the Chairperson and DDA Director are authorized to take all actions reasonably necessary to implement this project, including coordinating with the City and Consumers Energy regarding construction, funding, and project administration.
4. The cost of the installation, currently estimated at \$10,282.50, together with any associated project costs approved by the DDA, shall be paid from available DDA funds appropriated for downtown capital improvements.
5. All resolutions or parts of resolutions in conflict herewith are hereby repealed only to the extent necessary to give this Resolution full force and effect.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260813-04

ADJOURN

Motion by Board Commission Member: _____

I Move the Swartz Creek Downtown Development Authority adjourns the August 13, 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, AUGUST 13, 2026, 6:00 P.M.

The regular virtual meeting of the City of Swartz Creek park board is scheduled for **August 13, 2026** starting at 6:00 p.m. The meeting will be conducted in person and also made available to the general public under 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 city hall, 810.635.4464 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.

The City of Swartz Creek is inviting you to a scheduled Zoom meeting.

Topic: DDA- Downtown Development Authority Meeting

Time: August 13, 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 810.635.4464 or email jforrest@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
JUNE 11, 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, Beedy, Gardner, Kelley, Parenteau, Kallas

Board Members Absent: King, Ryan, Barclay

Staff Present: Adam Zettel, Greg Dietrich

Others Present: Dennis Cramer

APPROVAL OF AGENDA AND MINUTES:

Resolution No. 260611-01 (Carried)

Motion by Board Member Kelly
Second by Board Member Parenteau

I Move the Swartz Creek City Downtown Development Authority approves the agenda for the June 11, 2026 meeting, reversing the order of all business items to accommodate public attendance of petitioners.

Motion Carried by unanimous voice vote.

Resolution No. 260611-02 (Carried)

Motion by Board Member Henry
Second by Board Member Parenteau

I Move the Swartz Creek City Downtown Development Authority approves the minutes from the May 14, 2026, Downtown Development Authority Meeting as written.

Motion Carried by unanimous voice vote.

REPORTS AND COMMUNICATIONS:

Mr. Zettel did not have any additional verbal comments to supplement the packet.

MEETING OPEN TO PUBLIC:

Dennis Cramer inquired about the mural that was presented. Discussion ensued, and there was a point of confusion regarding expectations. Mr. Cramer indicated he would work with land owners and the DDA to see if a mural is still possible.

COMMITTEE UPDATES AND DISCUSSION

Mr. Zettel gave a synopsis of the social district committee and the incentive review committee. Both are moving forward.

HOLLAND SQUARE PERGOLA LIGHTING AND SOUND

Mr. Zettel explained the lighting and sound complete quote and the role of the design services. Design services are required now to finalize the plan and final work order for the equipment and labor. Expenses toward design will be credited to the purchase, when and if approved by the DDA. Discussion took place regarding what the components are, future phases, how the services were found, training, and prior authorizations.

Resolution No. 260611-03

RESOLUTION TO APPROVE LIGHTING AND SOUND DESIGN SERVICES FOR HOLLAND SQUARE PERGOLA

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

WHEREAS the Swartz Creek Downtown Development Authority is constructing a pergola structure within Holland Square using a combination of funding sources and a design-build method for conceptualization and procurement; and

WHEREAS, the DDA has been working with AMAG Architects, J.W. Morgan Construction, and Mercury Audio Video Lighting to create plans, costs, and designs for the finished product; and

WHEREAS, the final pergola funding and construction efforts are underway, and the DDA requires services to also finalize the lighting and sound features prior to installation; and

WHEREAS, Mercury has furnished a list of materials for inclusion, but they now require a final design plan and related services, with said expenses being eligible for credit with the final order; and

WHEREAS, the DDA finds this professional service to be in the best interest of project completion.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority authorize and approve the sales quote from Mercury for design services related to the pergola project in the amount of \$2,500, said expenses being eligible towards final purchase credit, and further authorize and direct the DDA chair to execute this quote as included in the June 11, 2026 DDA packet.

Roll Call Vote

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

Voting Against: None

Motion Carried.

MEETING OPEN TO PUBLIC:

No comment.

REMARKS BY BOARD MEMEBERS:

Nate Henry: Inquired about decorations, which are being worked on by the DPW.

Jeffrey Kelley: Spoke about the grave dedication ceremony and thanked those that attended.

Rod Gardner: Spoke about the cemetery in years passed. He also spoke about Durand's social district, which he felt was very positive.

ADJOURN

Motion by Board Member Gardner

Second by Board Member Henry

Meeting declared adjourned at 6:31 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: August 6, 2026

To: DDA Board Members
From: Adam Zettel
RE: August 13, 2026 DDA Meeting

Hello everyone,

There will be a meeting of the DDA at 6:00 p.m. on Thursday, August 13, 2026. Because we could not conduct business in July, we have a pretty busy agenda. We are considering the lighting proposal for Holland Drive, a social district, replacement concrete for Holland Square, the wayfinding procurement plan, and the Brewer incentives. See the attached committee minutes for details on Brewer, as well as the social district.

Social District

Concerning the social district, the committee has met twice and is comfortable proceeding. The first meeting resulting in a general consensus that the community should pilot a social district for two years, and that this should be centered on downtown. Direction was given to analyze some other districts, such as Davison, Durand, and Holly, to see what lessons have been learned.

At the second meeting, there was much conversation on the potential boundaries, operating hours, administrative guidelines, and branding. We got enough information from our studies and the committee deliberation to present a complete and comprehensive social district program. Attached, you will find.

1. Resolutions recommending approval of a district and the associated management, maintenance, and activation plan.
2. Participant Agreement
3. Participant Rules
4. Social District Map and Commons Area Map
5. User Rules
6. Sample Branding
7. Sample Signage/Markings

Based on work put into this, I believe the comfort level of the committee was quite high to proceed with a social district, especially with the understanding that the district would be a

two year pilot and could be readily amended (map, rules, fees, etc). With that said, I am including recommendations to proceed to the city council level. Take a look. If you can, visit some of the potentially participating taverns (Bella's Book Nook, S&K, and Jans) and/or some of the other local businesses.

Wayfinding

Both the City and the Downtown Development Authority have budgeted funds to begin implementation of the Guide Studio Wayfinding and Branding Master Plan during 2026 and 2027. As discussed previously, this project is intended to establish a coordinated family of gateway, directional, pedestrian, and destination signs that improve navigation, reinforce community identity, and support economic activity throughout downtown and the community.

City staff compiled pricing from three qualified vendors capable of fabricating signs that are consistent with the adopted Guide Studio designs. After reviewing pricing, quality, and compatibility with the adopted sign family, Signature Streetscapes was determined to provide the best overall value. Unlike our previous sign purchases, installation would be completed by Outdoor Accessories Unlimited (OAU) under Signature's pricing structure. The installation costs are already incorporated into the unit pricing presented to the City Council.

On July 13, 2026, the City Council approved Signature Streetscapes as the preferred fabricator and Outdoor Accessories Unlimited as the preferred installer for implementation of the Wayfinding and Branding Program. The Council's action establishes the procurement source for future purchases but does not itself authorize specific sign orders. Those purchases will continue to be made as funding becomes available and as final sign locations, messages, and installation details are developed.

The Downtown Development Authority has appropriated funds for the downtown component of this project. The proposed resolution authorizes participation in the project, approves use of the procurement source established by the City Council, and authorizes the City Manager to prepare final sign orders and implement the downtown improvements in accordance with the adopted Guide Studio Wayfinding and Branding Plan and available DDA appropriations. I anticipate that initial installations will focus on downtown pedestrian wayfinding and gateway signage, with additional signs added over subsequent budget years as funding permits.

Consumers Lighting

At the request of the DDA, I Have requested a proposal for lighting on Holland Drive. In consultation with Consumers Energy, we decided that a proposal for two lights on the east side, where there is more space and more activity, would be optimal. I am including the proposal for the lights and installation, which would be at a cost of \$10,282.50. This cost would need to be borne by the DDA. In addition, the city council will need to agreed to amend their streetlighting contract as a condition of the approval, since they control the right

of way and will be responsible for the ongoing costs by default (a few hundred dollars per year).

I am not sure if the DDA will wish to proceed with this since the price is a bit more than we anticipated. Given the uncertainty of the Holland Square final budget figures, it may be prudent to wait until the dust settles from that, even if there is a strong desire to proceed. In any event, I am including a resolution in the affirmative. My recommendation would be to postpone pending Holland Square final budget close out or to oppose if there is not an appetite to expend this level of funding for this.

Brewer Incentives

The committee met on June 9 and June 24. I am including the minutes. In short, they have scrutinized the project application and find the incentive is worth granting. I am including the scoring sheet and the general application information.

At the meeting on the 24th, the committee recommended proceeding and directed staff to work with the applicant and the attorney to craft an instrument that meets the needs of the applicant and the DDA/City. Once drafted, they recommend review by the DDA and City Council, with the potential for approval.

The general approach is to accomplish the following:

1. Construct the remaining twelve units in accordance with the site plan
2. Sell the units in arms-length transactions
3. Track and report all expenses of the build (from acquisition, materials, and labor to brokerage and management fees)
4. Determine what the reimbursable activity is by auditing the input costs with the sale
5. Provide for 90% of tax increment financing revenues to be paid to the developer, with interest, for up to eighteen years, or until the principle reimbursable activity and interest is paid off

I believe that we have an instrument that is close to accomplishing this. I am including this in the packet as well. As of writing, I have not been able to liaise with the applicant or to include agreement exhibits. This MAY occur prior to the meeting. If so, we may be in a position to review and make a recommendation. If not, the materials included should at least make the DDA more aware.

In other news, movies, concerts, and car shows are happening. I am including our latest newsletter with this information, as well as other community updates. There is a lot going on!

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, appearing to read "Adam Zettel". The signature is fluid and cursive, with the first name "Adam" written in a larger, more prominent script than the last name "Zettel".

Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
SOCIAL DISTRICT COMMITTEE
MINUTES OF JUNE 1, 2026**

Meeting called to order by Mr. Zettel at 10:13 a.m.

Members Present: Todd Beedy, Rod Gardner, Greg Dietrich, Tammy Parenteau, Adam Zettel

Members Absent: None.

Others Present: Rae Lynn Hicks & Jacob Osterwyk

APPROVAL OF AGENDA: No adjustments.

APPROVAL OF MINUTES: No minutes to approve.

MEETING OPEN TO THE PUBLIC: Rae Lynn said she is here mostly to listen.

Business: Social District Discussion

Adam explained the Michigan statute and function of social districts, along with their primary components. The concept of a social district in the community was discussed. It was found that any such district should be pursued to add social events for the community to enjoy, to add to commerce, and to encourage new businesses over time.

The committee felt that a slow approach to considering and potentially approving the district is desired, with public input.

Parameters that appeared desirable include:

1. A two year pilot, to allow the public to see the initial impact and to gauge how that might add activity once observed for one for season.
2. Metro, Fire, DPW, and Park Board (Bicentennial Park) need to have input.
3. DPW would maintain the district; DDA would add funding for this and look to make initial purchases for signs, benches, waste bins, etc.
4. Cups specific to the district and each business are desirable.
5. Over 21 wrist bands for those consuming in the commons arear are desirable, if allowed.
6. Adam to model next draft elements off Holly, which has a small town, family district.

MEETING OPEN TO THE PUBLIC: None.

MEMBER COMMENTS: None.

Adjourned at 11:16 a.m.

AHZ

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
SOCIAL DISTRICT COMMITTEE
MINUTES OF JUNE 23, 2026**

Meeting called to order by Mr. Zettel at 10:04 a.m.

Members Present: Todd Beedy, Rod Gardner, Greg Dietrich, Tammy Parenteau, Adam Zettel

Members Absent: None.

Others Present: Jacob Osterwyk

APPROVAL OF AGENDA: Motion, by Parenteau, support by Garden to approve the agenda as written.

Unanimous voice vote
Motion Carried

APPROVAL OF MINUTES: Motion, by Parenteau, support by Garden to approve the minutes as written.

Unanimous voice vote
Motion Carried

MEETING OPEN TO THE PUBLIC: None.

Business: Social District Discussion

Jacob gave a presentation of the do's and don'ts of social districts. He used Durand, Holly and Marquette as examples. Mr. Zettel went through a set of draft rules, operational guidelines, map, and other program content.

The following notes resulted.

1. Providing signs for businesses to post that indicate if they are participating or not
2. Ensure QR codes and a supporting website are available on maps, signs, and rule sheets
3. Create sidewalk logo paint templates to help denote the district
4. The map was updated to include the entire 'Fortino' block in the district, with parking areas as common areas
5. Branding would be a co brand with the DDA and a new social district logo
6. Hours would be the same everyday, 7am to 11pm

Motion, by Parenteau, support by Garden to forward the social district packet, as amended at the meeting, to the DDA for review at their July meeting.

Unanimous voice vote

Motion Carried

MEETING OPEN TO THE PUBLIC: None.

MEMBER COMMENTS: None.

Adjourned at 11:24 a.m.

AHZ

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
INCENTIVE REVIEW COMMITTEE
MINUTES OF JUNE 1, 2026**

Meeting called to order by Mr. Zettel at 10:00 a.m.

Members Present: Todd Beedy, Jeffrey Kelly, Greg Dietrich, Heather MacDermaid, Adam Zettel, Justin Sprauge

Members Absent: None.

Others Present: None.

APPROVAL OF AGENDA: No adjustments.

APPROVAL OF MINUTES: No minutes to approve.

MEETING OPEN TO THE PUBLIC: None.

Business: Brewer Townhome Incentive Review

Justin explained the process and incentive policies briefly. He indicated that the application before the committee is substantially complete and should be evaluated by the committee for eligibility based on the 20 indicator instrument that was adopted by the DDA.

The assessor provided an opinion, as requested, that the units are likely to be valued at about \$300,000 (on average) and pay about \$4,000 annually in TIF taxes. This is based on existing sales/values. This could change dramatically based on the market. In addition, an annual inflationary adjustment factor of 1.8% was agreed to be assumed for these values moving forward.

The group went through the 20 question evaluation line by line. A score of 70 is needed to qualify for incentives. The group was able to rate 19 of the 20 questions, with a score of 67. The question on financing ability was left blank, pending further inquiries. In addition, the incentive rating formula indicated that up to 90% of the TIF could be utilized by the project.

Further discussion ensued regarding the general project viability. The group agreed that, even if the scoring is marginal, it is a project worth pursuing since the DDA was the author of the development. Further, there was optimism that the Fortino Drive fronting units will be in higher demand than the Morrish units.

The committee decided that the next step would be to detail the financial abilities of the developer and conduct a further analysis of their source and use of funds at a future meeting.

This was set for 10am on June 24th, 2026 at the city offices. The developer will be requested to attend.

MEETING OPEN TO THE PUBLIC: None.

MEMBER COMMENTS: None.

Adjourned at 11:25 a.m.

AHZ

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
INCENTIVE REVIEW COMMITTEE
MINUTES OF JUNE 24, 2026**

Meeting called to order by Mr. Zettel at 10:00 a.m.

Members Present: Todd Beedy, Jeffrey Kelly, Greg Dietrich, Adam Zettel, Justin Sprauge (departed at 10:50), Brett Jory, Angela , Emily Doerr

Members Absent: None.

Others Present: None.

APPROVAL OF AGENDA: No adjustments.

APPROVAL OF MINUTES: No adjustments.

MEETING OPEN TO THE PUBLIC: None.

Business: Brewer Townhome Incentive Review

Mr. Zettel indicated that the last meeting concluded with the understanding that the project was desirable if the developer could prove financial capacity. RBF provided some financial data related to their various enterprises. The committee did not dispute their viability.

There was discussion and clarification regarding the potential DDA capture per unit, which was ultimately estimated to be \$3,800 per unit (90% of capture based on \$155,000 increment).

The group discussed the ability of the DDA to provide enough increment to cover gap principle and interest and how many years that might take. It was generally agreed that 29 years was too long, that the initial term should be 15-20 years.

Motion by Jeffrey Kelley, support by Todd Beedy to direct staff to work with OHM and RBF to craft a Tax Increment Financing and Development agreement for review by the DDA and City Council. The conditions and assumptions set by the committee include:

1. DDA to provide TIF capture for the proposed 12 units to fund the financing gap between unit costs and sale for Brewer Townhomes
 - a. 90% of capture will be paid, provided the DDA collects sufficient capture to make payments
 - b. Capture is estimated to increase by 1.8% annually
 - c. Increment will be \$155,000 for each unit in year one
 - d. Capture will include 18 years and include a provision to extend, which will not be unreasonably withheld

- e. Capture shall be used to repay principle and interest only (at market lending rates)
- f. Capture repayment for principle and interest shall be capped at audited gap amount (to be determined at each closing)
- 2. Sales must be arms length and in good faith
- 3. Construction of the 12 units shall occur within 36 months of agreement approval
- 4. The site plan and architectural renderings approved and on file shall be used, as amended by the city

Yes: Kelly, Dietrich, Beedy, Zettel

No: None

Motion Carried.

MEETING OPEN TO THE PUBLIC: None.

MEMBER COMMENTS: None.

Adjourned at 11:16 a.m.

AHZ

CITY OF SWARTZ CREEK

RESOLUTION NO. ____

RESOLUTION ESTABLISHING AND ACTIVATING A SOCIAL DISTRICT AND COMMONS AREA

WHEREAS, The City of Swartz Creek desires to promote economic vitality, tourism, and responsible social activity within its downtown; and

WHEREAS, Public Act 124 of 2020, as amended, authorizes municipalities to designate Social Districts and Commons Areas; and

WHEREAS, the Michigan Liquor Control Commission requires local approval of Social Districts prior to issuance of permits to participating licensees; and

WHEREAS, the City Council finds that establishing a Social District will support downtown businesses, encourage walkability, and enhance community engagement;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: ESTABLISHMENT

The City of Swartz Creek hereby establishes the **Swartz Creek Social District**.

SECTION 2: COMMONS AREA DESIGNATION

The City hereby designates a Commons Area within the Social District, as depicted in Exhibit A, where patrons may possess and consume alcoholic beverages purchased from participating licensees.

SECTION 3: BOUNDARIES

The Social District and Commons Area shall be defined by the map and description attached as Exhibit A.

SECTION 4: HOURS OF OPERATION

The Social District shall operate during the following hours:

- Sunday–Saturday: 7 AM to 11PM

The City Council may modify hours for special events and the City Manager may modify hours for public safety purposes.

SECTION 5: COMPLIANCE WITH STATE LAW

All participating establishments must:

- Hold a valid license issued by the Michigan Liquor Control Commission
- Obtain Social District permits as required by the State

- Comply with all applicable state and local laws
- Execute and adhere to a participation agreement

SECTION 6: LOCAL OVERSIGHT

The City Manager or designee is authorized to:

- Administer the Social District
- Coordinate with participating businesses & execute participation agreements
- Ensure compliance with state and local regulations

SECTION 7: SUBMISSION TO STATE

The City Clerk is authorized and directed to submit this Resolution, along with all required maps and documentation, to the Michigan Liquor Control Commission.

SECTION 8: EFFECTIVE DATE

This Resolution shall take effect upon adoption.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED

CITY OF SWARTZ CREEK

RESOLUTION NO. ____

SOCIAL DISTRICT MANAGEMENT, MAINTENANCE, AND ACTIVATION PLAN

WHEREAS, The City has established a Social District; and

WHEREAS, the City Council desires to ensure safe, clean, vibrant, and economically beneficial operation of the district;

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1: PURPOSE

To provide a structured framework for:

- Operations
- Maintenance
- Safety
- Economic activation

SECTION 2: PILOT PROGRAM

1. The Social District shall operate as a **two-year pilot program** from the date of activation.
2. During the pilot period:
 - o Policies may be adjusted administratively
 - o Data shall be collected on usage, safety, and economic impact
3. A formal report shall be presented to Council prior to continuation.

SECTION 3: DOWNTOWN DEVELOPMENT AUTHORITY ROLE

The Downtown Development Authority (DDA) is designated as the primary partner for activation and branding.

Responsibilities include:

- Coordinating events and programming
- Managing branding (cups, stickers, signage, identity)
- Supporting participating businesses
- Assisting with marketing and promotion

- Providing supporting assets such as waste containers, signs, etc.

SECTION 4: COST RECOVERY

To ensure sustainability, the City may implement, by resolution:

1. Participation Fee

- o Annual fee for participating licensees: \$0

2. Per-Drink Fee

- o Fee of \$0 per container sold

3. Sponsorships

- o Naming rights, signage, or event sponsorships

4. Revenue (if any) shall support:

- o Cleaning
- o Security
- o Marketing
- o Infrastructure

SECTION 5: EVENT INTEGRATION

1. The Social District may expand or adapt for, by council resolution for:

- o Festivals
- o Concerts
- o Holland Square programming
- o Other special events

2. The City Manager may:

- o Restrict boundaries temporarily
- o Restrict hours temporarily
- o Approve and administer special event overlays

SECTION 6: OPERATIONS

- Alcohol is permitted only in approved containers
 - o Must display participant logo or identification

- o Must display commons logo or identification
 - o May not exceed 16 fluid ounces
- Consumption is limited to Commons Area
- No glass containers are permitted

SECTION 7: CLEANING AND MAINTENANCE

- Daily cleaning during active periods, as needed
- Strategic placement of waste and/or recycling containers
- Shared responsibility between City, DDA, and businesses

SECTION 8: SECURITY AND ENFORCEMENT

- Coordinated with local law enforcement
- Zero tolerance for:
 - o Disorderly conduct
 - o Public intoxication
- Authority to suspend operations if needed

SECTION 9: SIGNAGE AND BRANDING

- Clear boundary signage and/or pavement markings and maps
- Rules posted publicly and a participant public exits
- Consistent Social District branding between signs, rules, cups, etc.

SECTION 10: ADMINISTRATION

The City Manager or designee shall:

- Oversee implementation
- Approve participating businesses
- Adjust operations as needed

SECTION 11: PERFORMANCE METRICS

The City shall track:

- Business participation
- Public safety incidents

- Asset costs
- Community feedback

SECTION 12: REVIEW

At the conclusion of the pilot program:

- Council shall evaluate continuation, expansion, or modification

SECTION 13: EFFECTIVE DATE

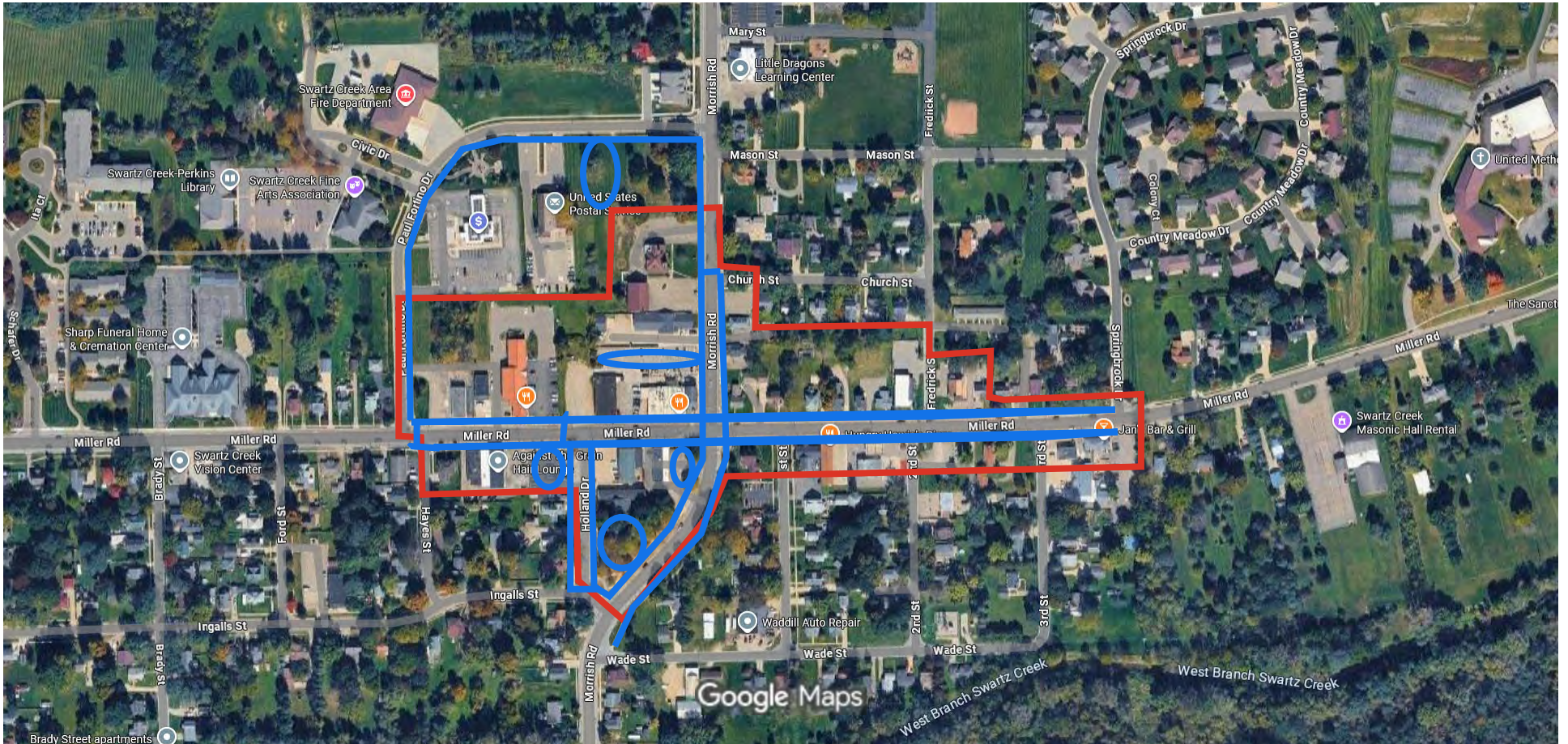
This Resolution shall take effect immediately upon adoption.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED



Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 200 ft

- Social District (Where businesses can be located to participate)
- Commons Area (Where open beverages can be taken on sidewalks or public spaces)
- Commons Area Properties

CITY OF SWARTZ CREEK
SOCIAL DISTRICT – PARTICIPANT QUICK GUIDE

ELIGIBILITY

- Must hold a valid license from the Michigan Liquor Control Commission
- Must have a valid Social District Permit
- Must have a valid Participation Agreement with the City

APPROVED CONTAINERS ONLY

- Use City-approved cups only
- Must include:
 - Social District logo
 - Your business name (stickers suffice)
 - Must not exceed 16 fluid ounces
- NO GLASS
- NO refills of Social District cups

HOURS

- Sell Social District drinks only during approved hours (7AM to 11PM)
- Follow any special event modifications

WHERE CUSTOMERS CAN GO

- Drinks may leave your business ONLY in approved cups
- Customers must stay within:
 - The Commons Area
- You are responsible for reminding customers of boundaries

DO NOT ALLOW

- Drinks in non-approved containers
- Visibly intoxicated individuals to be served
- Customers leaving with alcohol outside district rules

STAFF RESPONSIBILITIES

Ensure all staff:

- Check IDs properly
- Understand Social District rules
- Know district boundaries
- Politely correct violations
- Post rules at the public exits to the establishment

CLEANLINESS

- Keep storefront and adjacent sidewalk clean
- Help prevent litter tied to your sales
- Use and maintain trash containers

FEES

- Annual participation fee: \$0
- Per-cup fee (if applicable): \$0

ENFORCEMENT

Violations may result in:

1. Warning
2. Suspension
3. Removal from the Social District

PILOT PROGRAM

- This is a 2-year pilot program
- Rules may evolve based on performance and feedback

QUESTIONS / SUPPORT

Contact: City of Swartz Creek

Phone: 810.635.4464

Email: azettel@cityofswartzcreek.org

CITY OF SWARTZ CREEK

SOCIAL DISTRICT PARTICIPATION AGREEMENT

THIS AGREEMENT

This Social District Participation Agreement (“Agreement”) is entered into this ____ day of _____, 2026, by and between the **City of Swartz Creek**, a Michigan municipal corporation (“City”), and:

Business Name: _____

Address: _____

MLCC License Number: _____

(“Participant”)

SECTION 1: PURPOSE

This Agreement establishes the terms under which Participant may operate within the Swartz Creek Social District in compliance with:

- City Resolutions establishing the Social District
- Requirements of the Michigan Liquor Control Commission
- Applicable state and local laws

SECTION 2: ELIGIBILITY

Participant certifies that it:

1. Holds a valid, active MLCC on-premises license
2. Will obtain and maintain a Social District Permit from the State
3. Is in good standing with the City (no outstanding violations, taxes, or fees)

SECTION 3: PERMITTED ACTIVITIES

Participant may:

- Sell alcoholic beverages for consumption within the Commons Area
- Provide beverages only in approved Social District containers
- Allow patrons to exit the premises with approved containers

SECTION 4: CONTAINERS AND BRANDING

Participant agrees to:

1. Use only City-approved containers which:
 - o Are non-glass
 - o Display the Social District logo
 - o Identify the Participant business
 - o Meet size requirements (16 oz max)
2. Not allow:
 - o Refills of Social District containers
 - o Use of non-compliant containers
 - o Alcoholic beverages from other Participants into their establishment or grounds
3. Purchase or obtain containers through:
 - o City/DDA-approved vendors or programs, if required

SECTION 5: HOURS OF OPERATION

Participant may sell Social District beverages only during approved hours:

- As established by City Resolution
- As modified for special events

SECTION 6: STAFF TRAINING AND RESPONSIBILITY

Participant agrees to ensure all staff:

1. Are trained on:
 - o Social District rules
 - o ID verification and intoxication standards
 - o Boundary restrictions
2. Will not:
 - o Serve visibly intoxicated persons
 - o Allow removal of alcohol in non-approved containers

SECTION 7: CLEANLINESS AND MAINTENANCE

Participant agrees to:

- Maintain a clean premises and adjacent sidewalk area
- Provide adequate trash receptacles
- Assist in preventing litter associated with its sales

SECTION 8: FEES (COST RECOVERY)

Participant agrees to:

1. Pay an annual participation fee of \$0

2. Pay a per-container fee of \$0
3. Comply with any future Council-approved fee structures

Failure to pay fees may result in suspension.

SECTION 9: INSURANCE AND INDEMNIFICATION

1. Participant shall maintain all insurance required by the Michigan Liquor Control Commission
2. Participant shall provide general liability insurance for that lists the City of Swartz Creek as an additionally insured party
3. Participant agrees to indemnify and hold harmless the City from:
 - o Claims arising from Participant's operations
 - o Violations of law
 - o Acts of employees or patrons

SECTION 10: ENFORCEMENT AND VIOLATIONS

The City Manager or City Council may impose the following for violations:

Level 1 – Warning

- Minor or first-time violations

Level 2 – Suspension

- Temporary suspension from the Social District

Level 3 – Termination

- Removal from participation

Violations include, but are not limited to:

- Use of improper containers
- Serving intoxicated patrons
- Repeated litter or nuisance issues
- Service outside of approved hours
- Violations of MLCC or City rules

SECTION 11: PILOT PROGRAM ACKNOWLEDGMENT

Participant acknowledges:

- The Social District is a **pilot program (2 year)**

- Rules, fees, and boundaries may be modified
- Participation is not guaranteed beyond the pilot period

SECTION 12: EVENT AND SPECIAL CONDITIONS

Participant agrees that:

- The City may alter:
 - Boundaries
 - Hours
 - Operational rules
- Additional conditions may apply during:
 - Festivals
 - Concerts
 - Special events

SECTION 13: TERMINATION

This Agreement may be terminated:

1. By the City:
 - For cause (violations)
 - For public safety concerns
 - Upon discontinuation of the Social District
2. By Participant:
 - With written notice

SECTION 14: TERM

This Agreement shall:

- Begin upon execution
- Expire at the end of the pilot period unless renewed

SECTION 15: COMPLIANCE WITH LAWS

Participant shall comply with:

- All applicable Michigan laws
- MLCC rules
- City ordinances and resolutions

SECTION 16: MISCELLANEOUS

- This Agreement is not assignable

- No partnership or joint venture is created
- Amendments must be in writing

SIGNATURES

CITY OF SWARTZ CREEK

By: _____
Name: _____
Title: _____
Date: _____

PARTICIPANT

By: _____
Name: _____
Title: _____
Date: _____





















[illegible]

Wayfinding Sign Costs by Vendor

9-Jul-26

Crannie

Number	Page	Sign Type	QTY	Unit Price	Extended Price	Notes- Install combined with Unit Cost	
2	Page B	Jurisdictional Marker	7	\$3,858.68	\$27,010.76		
3	Page C	City-wide Vehicular Directionals Above 35 MPH	3	\$9,840.52	\$29,521.56		
4	Page C	City-wide Vehicular Directionals 35 MPH & Below	2	\$7,692.26	\$15,384.52		
5	Page C	City-wide Vehicular Trailblazers	7	\$7,718.60	\$54,030.20		
10	Page E	Downtown Gateway - vertical post	2	\$3,858.68	\$7,717.36		
11	Page F	Downtown Vehicular Directionals	2	\$11,156.36	\$22,312.72		
12	Page H	Placemaking Banners (permanent or fabric)	7	\$8,470.50	\$59,293.50		
13	Page H	Parking Identification - double sided	4	\$7,889.00	\$31,556.00		
Overall Total For Each=				\$60,484.60	\$246,826.62	Grand Total= \$246,826.62	

Universal

Numbers	Page	Sign Type	QTY	Unit Price	Extended Price	Notes- Install combined with Unit Cost	
2	Page B	Jurisdictional Marker	7	\$5,290.00	\$37,030.00		
3	Page C	City-wide Vehicular Directionals Above 35 MPH	3	\$6,810.00	\$20,430.00		
4	Page C	City-wide Vehicular Directionals 35 MPH & Below	2	\$5,720.00	\$11,440.00		
5	Page C	City-wide Vehicular Trailblazers	7	\$5,290.00	\$37,030.00		
10	Page E	Downtown Gateway - vertical post	2	\$8,720.00	\$17,440.00		
11	Page F	Downtown Vehicular Directionals	2	\$8,950.00	\$17,900.00		
12	Page H	Placemaking Banners (permanent or fabric)	7	\$7,960.00	\$55,720.00		
13	Page H	Parking Identification - double sided	4	\$7,960.00	\$31,840.00		
Overall Total For Each=				\$56,700.00	\$228,830.00	Grand Total= \$228,830.00	

Signature

Numbers	Page	Sign Type	QTY	Unit Price	Extended Price	Notes- Install combined with Unit Cost	
2	Page B	Jurisdictional Marker	7	\$2,533.56	\$17,734.92	File Number 2183	Compared to Direct
3	Page C	City-wide Vehicular Directionals Above 35 MPH	3	\$5,048.40	\$15,145.20	File Number 2676	Burial Anchor Concrete
4	Page C	City-wide Vehicular Directionals 35 MPH & Below	2	\$2,730.20	\$5,460.40	File Number 2186	costs \$1,480.00 less
5	Page C	City-wide Vehicular Trailblazers	7	\$2,121.56	\$14,850.92	File Number 2189	overall which equates
10	Page E	Downtown Gateway - vertical post	2	\$3,012.20	\$6,024.40	File Number 2559	to approximately
11	Page F	Downtown Vehicular Directionals	2	\$2,121.56	\$4,243.12	File Number 2190	\$43.53 less per sign.
12	Page H	Placemaking Banners (permanent or fabric)	7	\$2,549.12	\$17,843.84	File Number 2192	
13	Page H	Parking Identification - double sided	4	\$1,889.00	\$7,556.00	File Number 2257	
Overall Total For Each=				\$22,005.60	\$88,858.80	Grand Total= \$88,858.80	

CEM Support Center

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., Lansing, MI 48906-4754

July 16, 2026

NOTIFICATION #:
1076886571

CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK, MI 48473-1377

REFERENCE: 5023 HOLLAND DR, SWARTZ CREEK

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

Enclosed for approval and signature is the original Authorization for Change and Resolution covering the replacement and/or installation of streetlight(s). You are responsible for the final restoration.

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$ -
Installation Charge:	\$ 10,282.50
Additional Costs	
Total Estimated Cost:	\$ 10,282.50
Less Prepayment Received:	\$ -
Total Estimated Cost Due:	<u>\$10,282.50</u>

Please sign and return the original Authorization for Change and Resolution in the enclosed self-addressed envelope or email to: POBoxCEServiceRequest@cmsenergy.com. Payment in full is required before the installation can be scheduled for construction.

Please review all attached materials carefully and direct inquiries for your request to:

Gabriel Poletti at 810-760-3485 .



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

CUSTOMER RESPONSIBILITIES

- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

Gabriel Poletti at 810-760-3485

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED	
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com	
☐	AGREEMENT FOR INSTALLATION (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
☒	PAYMENT WITH INVOICE STUB (BOTTOM STUB IS REQUIRED FOR PROCESSING)
☐	REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE
☒	STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK) EMAIL STREETLIGHT CONTRACTS TO: street_lighting@cmsenergy.com
☐	SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
☐	GO READY FORM (FORM 1250) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	SITE READY PHOTO(S) TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: POBoxCEServiceRequest@cmsenergy.com
☐	OTHER:
ELECTRIC SERVICE NOTIFICATION:	
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION: 1076886571	



CITY OF SWARTZ CREEK
8083 CIVIC DR
SWARTZ CREEK MI 48473-1377

Amount Due: \$10,282.50

Please pay by: July 30, 2026

Invoice Number	9328865466
PO Number	
PO Date	
Bill Date	07/16/26

Account: 3000 2633 2951

5023 HOLLAND DR SWARTZ CREEK - ELECTRIC UTILITY INSTALLATION - NOTIFICATION NUMBER (s): 1076886571 -

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	2.0 EA	\$230.00	\$460.00
Electric Streetlights-Trench Base	1.0 EA	\$850.00	\$850.00
Electric Streetlights-Trench	10.0 EA	\$2.25	\$22.50
Electric Streetlights-Avery Cutoff	2.0 EA	\$1,075.00	\$2,150.00
Electric Streetlights-Fluted Pole	2.0 EA	\$3,400.00	\$6,800.00

TOTAL DUE: \$10,282.50

See Page 2 for Payment Options.

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan.

INVOICE QUESTIONS - Contact: **Gabriel Poletti -810-760-3485 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY
CEM Support Ctr - Lansing RM 122
530 W Willow St
Lansing, MI 48906-4754

PREPAYMENT REQUEST

Account: 3000 2633 2951

Amount Due: \$10,282.50

Please pay by: July 30, 2026

Enclosed:

DDA Packet 6 330039954459 000010282507 0000 2056 5 300026332951 H
55 August 13, 2026

Ways to pay your nonenergy bill:



Same-day payment
ConsumersEnergy.com
Discover® MasterCard®
Visa® or eCheck



Same-day payment
866-329-9593
Discover® MasterCard®
Visa® or eCheck



By mail
Check, money order
Consumers Energy
Payment Center
P.O. Box 740309
Cincinnati, OH 45274-0309



In person
Cash, check, card
or money order
Varies by authorized payment location
Fee may apply



**AUTHORIZATION FOR CHANGE IN STANDARD LIGHTING
CONTRACT (COMPANY-OWNED) FORM 547**

Contract Number: 103033446230

Consumers Energy Company is authorized as of _____ by the City of SWARTZ CREEK CITY, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of SWARTZ CREEK CITY, dated 11/1/2018.

Lighting Type: General Unmetered Light Emitting Diode Lighting Rate GU-LED

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 11/1/2018 shall remain in full force and effect.

Notification Number(s): 1076886571

Comments: 11902298

City of SWARTZ CREEK CITY

By: _____

(Signature)

(Printed)

Its: _____

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of SWARTZ CREEK CITY, dated 11/1/2018, in accordance with the Authorization for Change in Standard Lighting Contract dated _____,

heretofore submitted to and considered by this ☐ commission ☐ council ☐ board; and

RESOLVED, further, that the _____ Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF GENESEE

I, _____, clerk of the City of SWARTZ CREEK CITY do hereby certify that the foregoing resolution was duly adopted by the

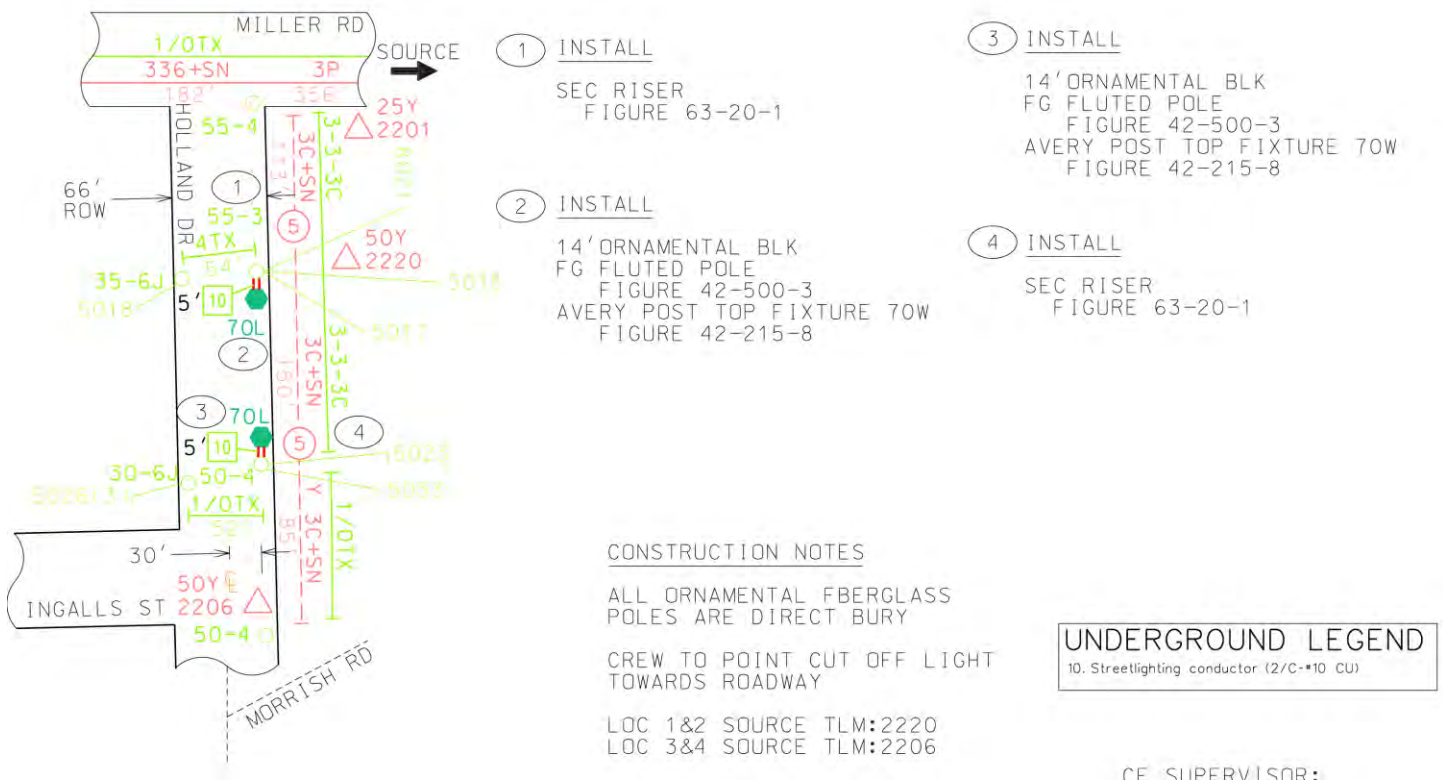
☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

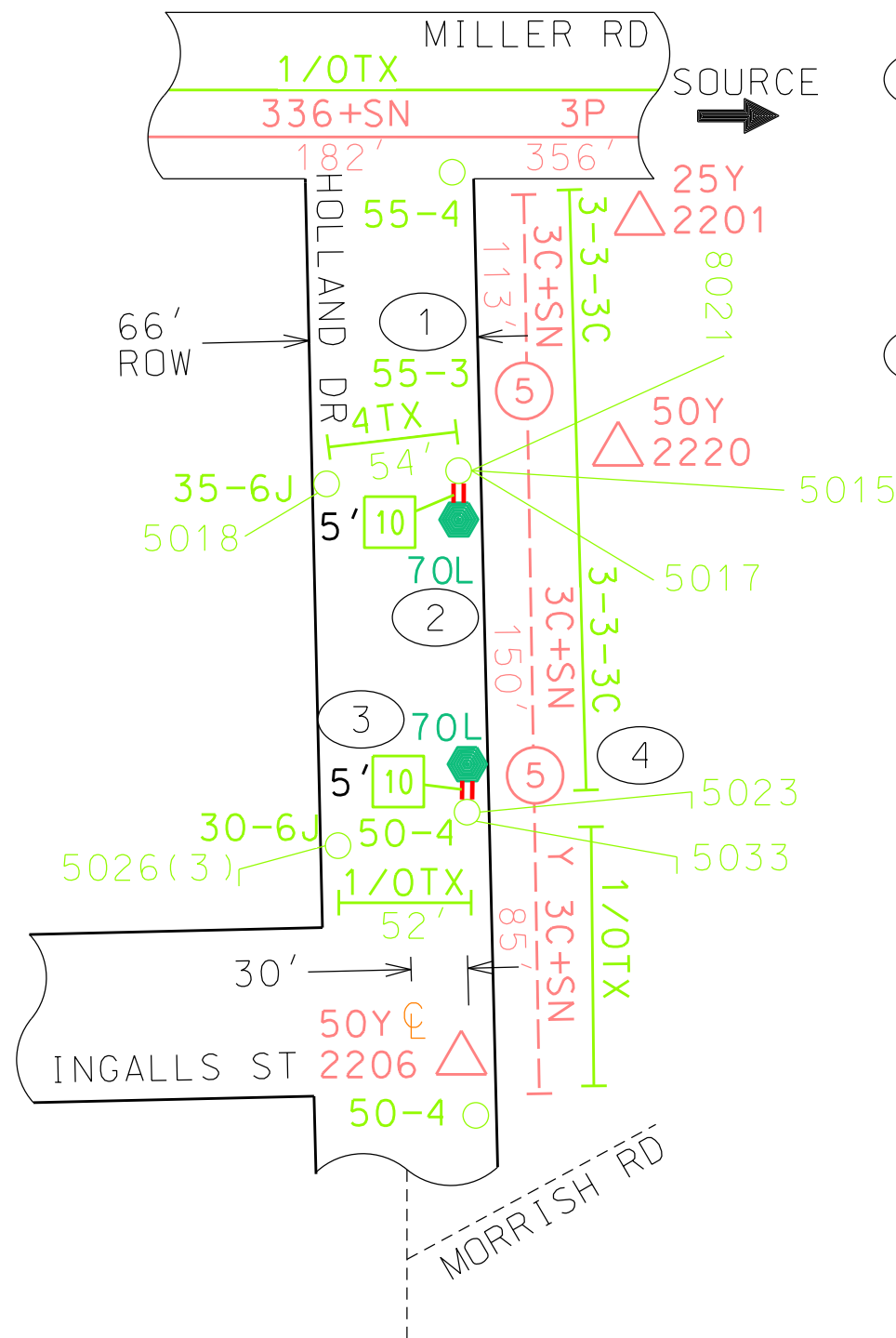
Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (2) 70 watt LED White Post Top Avery to Install at location LOC 2 AND 3 ON HOLLAND BETWEEN INGELLS AND MILLER RD;





① INSTALL
SEC RISER
FIGURE 63-20-1

② INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-500-3
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

③ INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-500-3
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

④ INSTALL
SEC RISER
FIGURE 63-20-1

CONSTRUCTION NOTES

ALL ORNAMENTAL FBERGLASS
POLES ARE DIRECT BURY

CREW TO POINT CUT OFF LIGHT
TOWARDS ROADWAY

LOC 1&2 SOURCE TLM:2220
LOC 3&4 SOURCE TLM:2206

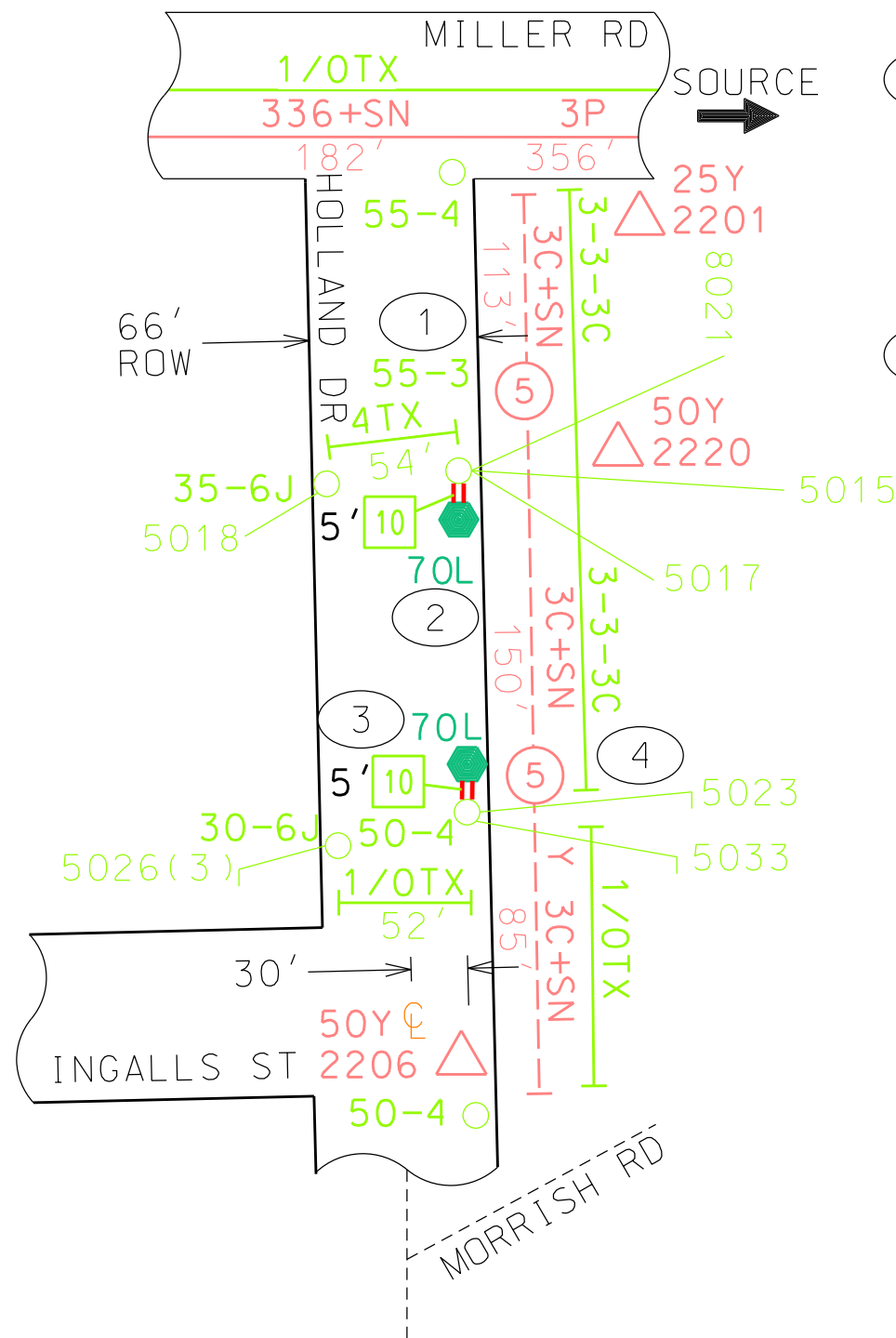
UNDERGROUND LEGEND

10. Streetlighting conductor (2/C-#10 CU)

CE SUPERVISOR:
MIKE BOSTWICK 810-760-3312

SUBSTATION SWARTZ CREEK	WD NO. Q398	METER ORDER NUMBER	METER NUMBER	READ	METER LOCATION
CIRCUIT WINCHESTER	CKT NO. Q3	TLM NUMBER 0655012206	# OF RODS	OHMS	5023 HOLLAND DR ECNC STL CM NO.100008372723
 A CMS Energy Company		CE STAKING REQ'D	☐ Yes ☒ No	ORDER TYPE ECNC	MAT. TYPE STL
		FORESTRY REQ'D	☐ Yes ☒ No	NOTIFICATION NUMBER 1076886571	DESIGN NUMBER 11902298

JOB PURPOSE: INSTALLATION OF DECORATIVE STREETLIGHT FOR CITY OF SWARTZ CREEK		
UPSTREAM SECTIONALIZING DEVICE: SEE NOTES LOCATION: SEE PRINT		
CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR DESIGNER	GABRIEL POLETTI SYDNEY BARKER	810-760-3485 810-358-9943



① INSTALL
SEC RISER
FIGURE 63-20-1

② INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-500-3
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

③ INSTALL
14' ORNAMENTAL BLK
FG FLUTED POLE
FIGURE 42-500-3
AVERY POST TOP FIXTURE 70W
FIGURE 42-215-8

④ INSTALL
SEC RISER
FIGURE 63-20-1

CONSTRUCTION NOTES

ALL ORNAMENTAL FBERGLASS
POLES ARE DIRECT BURY

CREW TO POINT CUT OFF LIGHT
TOWARDS ROADWAY

LOC 1&2 SOURCE TLM:2220
LOC 3&4 SOURCE TLM:2206

UNDERGROUND LEGEND

10. Streetlighting conductor (2/C-#10 CU)

CE SUPERVISOR:
MIKE BOSTWICK 810-760-3312

SUBSTATION	WD NO.	METER ORDER NUMBER		METER NUMBER		READ		METER LOCATION	
SWARTZ CREEK	Q398							---	
CIRCUIT	CKT NO.	TLM NUMBER	# OF RODS	OHMS	5023 HOLLAND DR ECNC STL				
WINCHESTER	Q3	0655012206			CM NO.100008372723				
 A CMS Energy Company ELECTRIC		CE STAKING REQ'D	☐ Yes	☒ No	ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
					ECNC	STL	1076886571	11902298	
		FORESTRY REQ'D	☐ Yes	☒ No					

JOB PURPOSE: INSTALLATION OF DECORATIVE STREETLIGHT FOR CITY OF SWARTZ CREEK		
UPSTREAM SECTIONALIZING DEVICE: SEE NOTES LOCATION: SEE PRINT		
CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR DESIGNER	GABRIEL POLETTI SYDNEY BARKER	810-760-3485 810-358-9943

RBF Holdings
4140 Morrish Rd
Swartz Creek, MI 48473

May 15, 2026

Attn: Swartz Creek Downtown Development Authority
CC: Adam Zettel, City Manager
Greg Dietrich, Community and Economic Development Director

Re: Phases 2-5 of the triplex built by RBF Construction in 2021 at 4446 - 4450 Morrish Rd

Greetings Swartz Creek Downtown Development Authority Board Members! We are very excited to come to you prepared to construct 12 new units of housing within the downtown area at the vacant parcels sold to us in 2021 by the city (8020-8080 Paul Fortino Drive) with the below parcel numbers:

58-35-677-004
58-35-677-005
58-35-677-006
58-35-677-007
58-35-677-008
58-35-677-009
58-35-677-010
58-35-677-011
58-35-677-012
58-35-677-013
58-35-677-014
58-35-677-015

We consider these to be Phases 2-5 of the existing triplex that faces Morrish Road, and are eager to start construction in Spring 2026.

These 12 parcels are within the Downtown Development Authority TIF District, and we submit this application to request approval to utilize future tax capture within the DDA TIF District for the necessary gap financing required to build these 12 new units.

The estimated cost of construction is \$376,275 per unit (compared to \$316,000 per unit in 2021) due to increases in cost of labor, cost of materials, and tariffs. Projected sales values for these new market rate units are between \$310,000 and \$325,000 based on the 2025 SEV of the 3 units in Phase 1 currently sitting at \$160,000.

Therefore the necessary gap financing is approximately \$66,275 per unit depending on final sale price. RBF Holdings will sell each parcel to RBF Construction for \$20,000/parcel to cover

taxes paid (\$5250/annually) since purchasing the parcels from the city in 2021; RBF Construction will cap developer fee at 10% (\$32K per unit) which is less than the average of 14%. The owners of RBF are born and raised in Swartz Creek and want to see the downtown area continue to be redeveloped with incremental increases in residents leading to commercial vitality and stability for public school funding.

The Swartz Creek DDA captures roughly 35% of the property taxes paid by the new residential units we built at 4446 - 4450 Morrish Rd - about \$2500 of the total \$7500 paid each year by the new homeowners.

In order for this project to proceed which we believe will catalyze additional new investment in the downtown area and all of the city of Swartz Creek at large, we are requesting a 30 year capture of this \$2500 increment for each of the 12 units to cover a \$66,275 gap if the units only sell at \$310,000.

For every dollar more that the units sell beyond that amount, the needed tax capture will decrease and we will submit a revised plan with the updated capture with the realized sale of each unit. We have seen the market data showing there is demand for this type of housing product in this location, and are willing to take the risk to continue to bring momentum to the economic prosperity of our hometown.

There are additional public benefits, from temporary job creation to increased tax revenue to the city to additional customers for our locally-owned businesses to additional kids enrolling in our school district.

Sincerely,

Brett Jory, Principal
RBF Holdings

Project Narrative - Provide an in-depth overview of the project in narrative format. The narrative must include a description of the following aspects of the project:

- 1) Current condition of the site and historical overview that includes the size and condition of any existing structures, environmental conditions, and past uses of the site.

All twelve (12) parcels are vacant properties covered in grass. There are no known environmental conditions; a review of available environmental records including federal, state, and local databases, did not reveal any documented material releases, spills, or environmental incidents associated with the subject properties. Historical aerial imagery indicates past single-family residential use and earlier undeveloped conditions.

- 2) Proposed use(s) or project (e.g., commercial, retail, office, residential for sale or for rental, senior housing, etc.)

Proposed usage is single-family attached for sale market-rate housing.

- 3) Construction information about the project including size of any existing structure to be demolished or rehabbed; sized of any new construction; types of construction materials (structural and finish); delineation of square foot allocation by use; total number and individual square footage of residential units; type of residential units (e.g. for-sale, rental, condominium, single-family, etc.); number and type of parking spaces provided; and construction phasing.

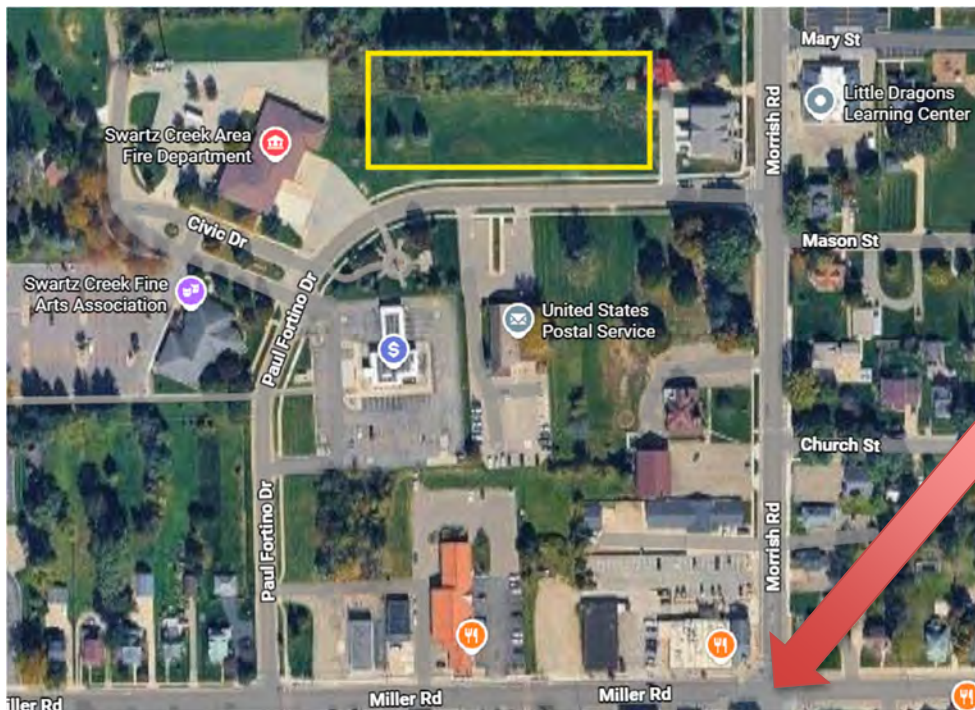
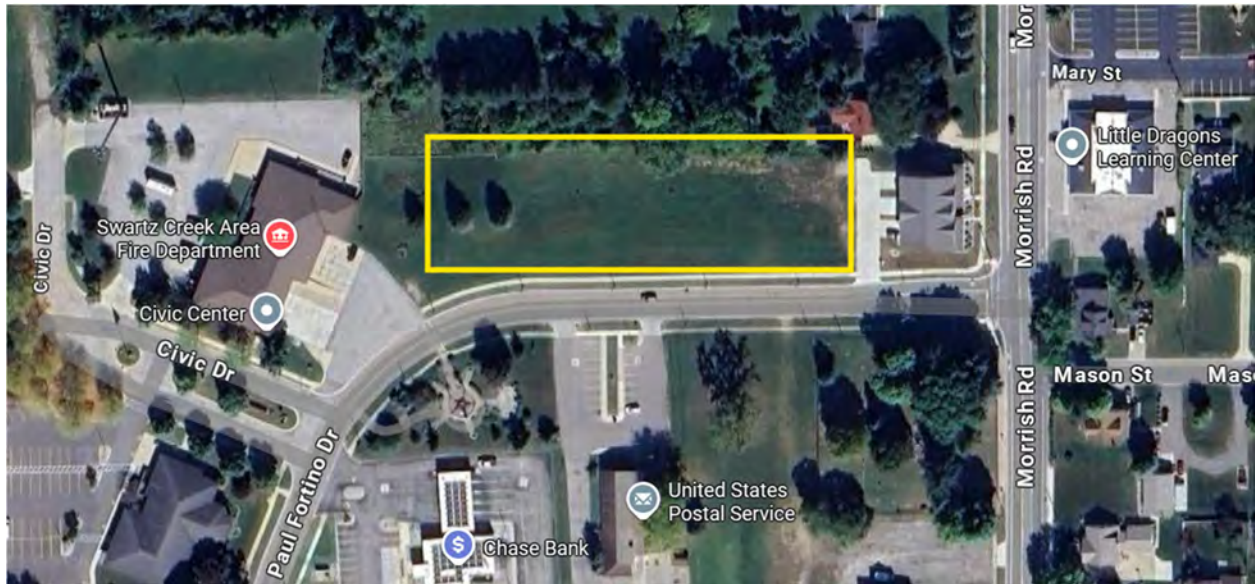
Each unit will be a new construction, fully-finished 3 bedroom, 2.5 bathroom and roughly 1800 square feet single-family for-sale condominium. Each unit has a 2-car garage with a 2-car driveway pad in front of the garage spaces. The intention is to build all 12 units (phases 2-5 of the project; phase 1 was completed in 2023) between May-October 2026.

- 4) Confirm that this project is consistent with goals and objectives identified in the City's Master Plan

Per the City of Swartz Creek Master Plan adopted on June 7, 2022 by the Swartz Creek City Council by a vote of 7-0, the City of Swartz Creek seeks to “promote infill and dense housing in and near downtown to help revitalize the downtown business area” and “identify areas in the City core to encourage new housing development, especially the missing middle housing which can attract workforce and families to the City” (both on page 41). The term “Missing Middle Housing” is further defined on page 45 as “duplex, triplex / fourplex, courtyard apartment, townhouse, multiplex, and live/work” into which this project fits. Also on page 45, “Cluster Style Housing” is described as “attached residential townhomes” that cluster housing on smaller lots for a tradeoff in contiguous open space preservation which fits this project (single family detached homes would have taken up more room and there would have been fewer units). Finally, this area is

considered the “southern side of the Northtown Neighborhood” described on page 46 as needing to be “integrated with the downtown.... [it] should be mixed used and include a strong residential component that will help support downtown.”

- 5) Site Map(s) - Provide a map that shows the location of the site. Also provide a map that focuses on the project and its immediate surroundings.



Primary
“downtown”
intersection of
Swartz Creek



RBF Construction – TIF-Dependent Development Timeline

Application / Pre-Approval Phase

- TIF Plan Finalization & Submission: April 2026
- DDA Review Period: Late April – May 15, 2026

Approval Milestone

- TIF Plan Approval (DDA Meeting): May 15, 2026

Immediate Post-Approval Actions

- Gap Financing Confirmation & Underwriting Finalized: May 15 – May 22, 2026
- Building Permit Application & Approval: May 16 – May 31, 2026

Construction Phase

- Construction Start: Late May / June 1, 2026
- Active Construction Period: June 2026 – September 2026

Completion Phase

- Substantial Completion: Late September 2026
- Final Completion / Certificates of Occupancy: October 2026

Public Benefits - Fully describe the public benefits that can be realized by the completion of this project. Projects with a high degree of public benefits are typically more likely to receive TIF assistance.

The public benefits that can be realized by the completion of this project include:

- positive property value impacts;
- increased potential customers for downtown businesses;
- increased potential school-aged children attending Swartz Creek Public Schools;
- increased potential talented workers for Genesee County-based companies; and
- increased vitality of downtown with additional eyes on the street / foot traffic / participation in civic activity.

RBF Phase 2-5 Tri-plex Construction 4446-50 Morrish Rd. (2026)
City of Swartz Creek TIF Eligibility Score Sheet

Criteria

Project Priorities

Comments

Total Score (1-5)

1	The proposed project is located within the DDA Development District, focused in the core area (1-5 pts).	On Morrish (and Fortino, one block from Miller and in the Civic Campus	5
2	The proposed project will create new business or jobs within the Development District (1-5 pts).	No net change in jobs, other than construction, but demonstrates home office job creation	1
3	The project creates a sense of place and adds vibrancy to the community.		3
4	The proposed project is transformational in the sense that it will generate new economic investment and change the fundamental form, feel and function of downtown and the proposed project is designed to integrate seamlessly into the existing community fabric, incorporates significant architectural features, aligns with the community vision and will become a destination within the community.	DDA designed with developer to pursue these goals	5
5	The proposed project improves an existing building or a blighted space through major renovations, demolition, building expansion or new construction. Project costs associated with the improvements will exceed \$750,000 (1-5 pts)	DDA designed with developer to pursue these goals	5
6	The proposed project enhances pedestrian connectivity (1-5 pts)	DDA designed with developer to pursue these goals	5
7	The proposed project preserves or renovates a historically significant space, building or feature within the community (1-5 pts) – General building maintenance does not qualify as eligible expenses towards preserving or renovating a historically significant building or space within the downtown.	Uses historical building styles to compliment community history	1
8	The proposed project will add in-demand, missing middle housing formats and/or is mixed-use and adds a variety of new uses which would support a thriving commercial core of downtown as identified in the Downtown Master Plan (1-5 pts)	The entire project satsifes missing middle design	4
9	The proposed project will reduce the appearance of overhead wires in the downtown area by screening them with vegetation, reducing the number of outdated/redundant wires or relocation/burial when practical (1-5 pts).	Right of way trees	1
10	The proposed project aligns with the approved Downtown PUD Plan and Downtown Design Guidelines (1-5 pts).	DDA designed with developer to pursue these goals	5
11	The proposed project enhances public parking infrastructure or adds new private parking infrastructure to support the development as well as surrounding area (1-5 pts).	Provides parking for residents and visitors	3
12	The project will remediate or reuse (with proper planning and safety measures) an environmentally compromised site(s) and greatly improves the general health, safety and welfare of the community, its residents and businesses alike (1-5 pts).	Site uses a former blighted house site that was obsolete	1
13	The proposed project enhances existing public spaces or provides new public spaces or adds significant placemaking elements which encourage public and pedestrian interactions (1-5 pts).	DDA designed with developer to pursue these goals	3
14	The proposed project is financially feasible and has demonstrated it has secured financial commitments to support the project, but a financial gap remains (1-5 pts)	TBD	0
15	Include investment in formally recognized RRC sites (required for abatements). Bonus Points (5)	Waiting list site & DDA initiated site	4
16	Provides for hospitality, cultural, outdoor dining or seating, entertainment, and recreational uses (1-5 pts).	Strong emphasis on interactions with porches and walkability to civic campus/downtown	2
17	The new development will maximize the sites buildable footprint and build as close to the street frontage or right-of-way as allowable by city ordinance (little or no setbacks) (1-5 pts).	DDA designed with developer to pursue these goals	5
18	Use as much frontage as possible along primary road to establish a street-wall feel (1-5 pts).	DDA designed with developer to pursue these goals	5
19	The new development will provide multiple stories (1-5 pts).	DDA designed with developer to pursue these goals	5
20	The project has pursued/requested/secured other public sources of funding or grants such as CRP from the MEDC or other similar types of funding (1-5 pts)	Developer pursued county and state housing funds; advised to avoid rent/income control	3

Possible Score

100

Actual Score

66

RBF Holdings
DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into as of the day of (month), 2026, by and between RBF Holdings, L.L.C., a Michigan limited liability company, whose address is 1411 W. Hill Rd., Flint, MI 48507 (hereinafter referred to as the "Owner"), and the City of Swartz Creek Downtown Development Authority, a Michigan municipal corporation (hereinafter referred to as the "SCDDA"), whose address is 8083 Civic Drive, Swartz Creek, Michigan 48473.

RECITALS:

The City of Swartz Creek Downtown Development Authority ("SCDDA") was first established in 1980 and then updated in 2005, 2015, 2022, and 2025, pursuant to the Downtown Development Authority Act (current Public Act 57 of 2018). The purpose of the Authority is to correct and prevent deterioration and promote economic growth within City of Swartz Creek's principal business district (the "Downtown District").

To induce and facilitate development/redevelopment in the Downtown District consistent with the City of Swartz Creek and SCDDA's vision for the Downtown District, the SCDDA and the City of Swartz Creek, through the City Council, adopted a Tax Increment Financing Program under the SCDDA's Development Plan and Tax Increment Financing Plan, dated October 13, 2025 (the "DDA TIF Plan").

The DDA TIF Plan authorizes the use of tax increment funding to assist developers in need of assistance to finance projects in the Downtown District that fit within the City's and SCDDA's vision for the Downtown District. The goal is to provide funding to close the "gap" that prevents the project from becoming a reality due to financial feasibility for the Owner.

Owner owns twelve parcels of land situated in the Downtown District of the City of Swartz Creek, Genesee County, Michigan, and described on the attached Exhibit A and hereinafter referred to as the "Property." Owner proposes to undertake a substantial redevelopment of the Property, hereinafter referred to as the "Project" and the Property is currently vacant. The Project is further defined to include all land and improvements in the site plan for the Property that is, will be or has been approved by the City of Swartz Creek, as the same may be amended from time to time.

Owner's
Initials

SCDDA's
Initials

Owner applied for gap financing (“TIF Assistance”) through the DDA TIF Plan in connection with the Project. Owner provided documentation supporting its request identifying extraordinary costs that are critical components of the Project, which will be a cornerstone development in the City (the "Application Documents").

On (date), the SCDDA approved the Owner's Application for TIF Assistance in anticipation of the Project.

In accordance with the above, the SCDDA and the Owner desire to establish the terms and conditions upon which the SCDDA shall utilize Tax Increment Revenues captured by the Project to reimburse the Owner for the costs of critical components of the Project which are consistent with the City and DDA TIF Plan for the Property and are undertaken by the Owner.

NOW THEREFORE, the parties agree as follows:

- 1. Revenues Captured.** It is understood that the TIF Assistance is intended to be funded by the capture of Tax Increment Revenues from several taxing jurisdictions (see the TIF Assistance Program, Tables 1 and 2), including levies of the City of Swartz Creek, Genesee County, and other taxing jurisdictions that are captured by the SCDDA under Act 57. The SCDDA has considered pursuant to its DDA TIF Plan criteria, and approved to provide Gap Financing to reimburse Owner for Reimbursable Activities hereunder. The SCDDA has considered pursuant to its TIF Assistance Program criteria, and approved to utilize 90% of the SCDDA tax increment revenues to reimburse Owner for Reimbursable Activities hereunder.

The terms “Reimbursable Activity” and “Reimbursable Activities,” as used herein, include planning, engineering, design, and implementation costs for, but not limited to, the following with respect to the Project:

- A. Public facility improvements, including the planning, construction, renovation, repair, remodeling, rehabilitation, restoration, preservation, and reconstruction of public facilities, including: Streets, sidewalks, plazas, pedestrian malls; parks and recreational facilities; parking facilities; utilities (lines, pipes, water/sewer infrastructure); bridges, waterways, lakes, ponds, canals; buildings used by the public; and barrier free accessibility improvements;
- B. Building improvements, including the improvement, operation, construction, reconstruction, rehabilitation, restoration, equipping, maintaining, and repairing of buildings, including multiple family dwellings.

Owner's
Initials

SCDDA's
Initials

- C. Property acquisition, including purchasing land or buildings; acquiring rights or interests (easements, licenses, options, etc.), and costs related to conveyance or disposal.

2. Reimbursement Process. Reimbursement to Owner shall be made as provided in this Agreement.

- a. The Owner shall have sole responsibility to advance the funds to pay for the completion of the Project and for any Reimbursable Activities. The Reimbursable Activities will be the difference in the cost of construction for the developed parcel according to the approved site plan and construction materials by the City, and the eventual sale price of the completed developed parcel. Upon the completion of the developed parcel and receiving a certificate of occupancy that conforms with the submitted site plans and construction materials approved by the City. The Owner shall provide proof of the arm's length transaction subject to the conflict of interest provisions of this Agreement. SCDDA has no obligation to reimburse expenses or costs for any activities other than Reimbursable Activities and thereon as provided herein, nor shall extend beyond 18 years, without the express consent of the SCDDA and City Council. It is further understood and agreed that any reimbursement to or on behalf of Owner contemplated by this Agreement shall only occur to the extent that Tax Increment Revenues are generated from the Property and those Tax Increment Revenues or other revenue available under Act 57 and this Agreement for the making of reimbursements to the Owner.
- b. Owner shall maintain the financial information and data used in support of the requests for reimbursement for Reimbursable Activities in accordance with generally accepted accounting principles and practices. Such records shall be maintained for thirty-six (36) months after the completion of the Reimbursable Activities and receiving a certificate of occupancy for the approved parcel development. The SCDDA shall have access to these records during normal business hours, provided the SCDDA submits a request to the Owner to review the records with reasonable advance notice.
- c. The Owner shall submit to SCDDA a Request for Cost Reimbursement for Reimbursable Activities paid for by the Owner, on the form attached as Exhibit B ("Reimbursement Request"). The Reimbursement Request shall describe each individual activity claimed as a Reimbursable Activity and the associated costs of each individual activity. Documentation of the costs incurred shall be included with the Reimbursement Request, including proof of payment and detailed invoices for the costs incurred are sufficient to determine whether the costs incurred are available under Reimbursable

Activities. A duly authorized representative of the Owner shall sign the Reimbursement Request.

- d. Reimbursement Requests shall be reviewed by SCDDA. The Owner shall cooperate in the review by SCDDA by providing information and documentation to supplement the Reimbursement Request as deemed reasonable and necessary by SCDDA. Within thirty (30) days after submission of a Reimbursement Request, SCDDA shall either approve the Reimbursement Request or identify in writing to the Owner any costs in the Reimbursement Request deemed ineligible for reimbursement and the basis for the determination. Owner shall be given thirty (30) days thereafter within which to provide supplemental information or documents in support of the Reimbursement Request or portion of it deemed ineligible by SCDDA. Thereafter, except as otherwise agreed to in writing by the Owner and SCDDA, SCDDA shall decide on the eligibility of the disputed cost and inform the Owner in writing of its determination. The SCDDA shall act on a Reimbursement Request after receipt of the requested supplemental information from the Owner at the next scheduled meeting of the SCDDA. Once approved the Reimbursement amount to be paid back to the Owner shall accrue at an interest rate of 2.5% annum and paid as part of the Reimbursement Activities.
- e. Payment of Reimbursement Requests approved by the SCDDA will be issued to Owner at least twice annually. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the SCDDA. Payments shall be made no less often than **by June 1 and October 1** of each year using funds collected by the City or Genesee County through such date or a date reasonably preceding such dates. The SCDDA reimbursement responsibility is dependent on funds received from taxing jurisdictions provided that the Property's taxes have been paid. Payment of Reimbursement Requests approved by the SCDDA shall be made payable to the Owner and mailed to the following authorized address, or other approved methods of payments between the parties:

RBF Holdings
4140 Morrish Road
Swartz Creek, MI 48430
Brett Jory, Principal

- f. The obligation of SCDDA to reimburse Owner, is further subject to the following conditions:

Owner's
Initials

Page 4 of 12

SCDDA's
Initials

- i. The Owner shall provide proof of initial ownership of the Property.
- ii. The Owner is current on all real property taxes due on the portion of the Property it owns.
- iii. The Owner is not in Default under this Agreement.
- iv. The Owner shall provide written proof of payment arising from performance of Reimbursable Activities.
- g. The Owner shall notify the SCDDA of the completion of Reimbursable Activities for which reimbursement may be sought under this Agreement and will execute and deliver to SCDDA a Certificate of Completion, in the form attached hereto as Exhibit C, after the date of completion of all of the Reimbursable Activities for which reimbursement is sought under this Agreement.
- h. The Owner shall receive 90% of the TIF capture by the SCDDA for each completed parcel developed under this Agreement. The following twelve parcels have been approved for capture under this Agreement:

58-35-677-004
 58-35-677-005
 58-35-677-006
 58-35-677-007
 58-35-677-008
 58-35-677-009
 58-35-677-010
 58-35-677-011
 58-35-677-012
 58-35-677-013
 58-35-677-014
 58-35-677-015

3. Compliance with Laws, Regulations, Approvals, and Conflicts of Interest.

Anything in this Agreement to the contrary notwithstanding, the Owner and its affiliates shall comply with all applicable laws, ordinances, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property, and if the Owner shall fail to materially do so, the SCDDA may, in its reasonable discretion, withhold reimbursement payments under this Agreement for as long as such violation persists. At the SCDDA's request, Owner shall copy or provide SCDDA with all correspondence and materials or documents provided to any regulatory authority that are related to the Subject

 Owner's
 Initials

 SCDDA's
 Initials

Property or Reimbursable Activities on the Property.

- a. Owner covenants and agrees that any sale, transfer, conveyance, or assignment of the completed parcel(s) developed pursuant to this Agreement shall be made only to a bona fide third-party purchaser who is independent of Owner and free from any actual or potential conflict of interest. Owner shall not sell, transfer, convey, or otherwise dispose of any completed parcel to Owner, any entity owned or controlled by Owner, any affiliate, subsidiary, partner, member, manager, officer, employee, or agent of Owner, or any immediate family member of Owner or any principal of Owner, unless expressly approved in writing by the SCDDA after full disclosure of all relationships and interests involved.
 - b. For purposes of this Agreement, a prohibited conflict of interest shall exist where the proposed purchaser has any direct or indirect ownership interest, financial interest, familial relationship, business relationship, or other affiliation with Owner or any principal of Owner that could reasonably create the appearance of self-dealing, preferential treatment, or a transaction that is not conducted at arm's length. Owner shall provide written disclosure of the identity of any proposed purchaser and certify that the purchaser is an independent third party and that no prohibited relationship exists prior to completing any sale or transfer.
 - c. Any transfer made in violation of this provision shall constitute a material breach of this Agreement, and the SCDDA shall be entitled to pursue all available remedies, including injunctive relief, damages, withholding of approvals, or any other remedies available at law or equity.
4. **Challenges to Capture.** In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues and the State or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Owner pursuant to this Agreement, the Owner agrees to repay to the SCDDA the captured Tax Increment Revenues previously paid to Owner pursuant to this Agreement and the SCDDA agrees to reimburse the Owner, from future capturable revenues, any such repayment by the Owner.
5. **Administrative Costs.** In addition to the 10% retained capture set forth in Section 2, the SCDDA may retain and use funds to pay actual administrative and operating costs of the SCDDA from Tax Increment Revenues attributable to the Property. The amount retained shall not exceed two and one-half percent (2.5%) of the capture during the reimbursement of Reimbursable Activities unless otherwise agreed between the parties. SCDDA may retain the amount permitted by

Owner's
Initials

SCDDA's
Initials

this Section before making any reimbursement to Owner under this Agreement.

6. **Indemnification/Hold Harmless and Insurance.** Except as provided below, Owner indemnifies and holds harmless the SCDDA, and any of its past, present, and future members, employees, officials, and consultants from any and all losses, demands, claims, actions, assessments, suits, damages, judgments, penalties, cost, or expenses, imposed upon, assessed against, or incurred by SCDDA or the listed persons which result from, relate to, or arise out of any of the following:
- a. A determination by the State or a court of competent jurisdiction that the State or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Owner as a reimbursement under this Agreement made in excess of the amount the SCDDA is permitted to use for such reimbursement;
 - b. The undertaking of Reimbursable Activities for the Property;
 - c. The acquisition, construction, equipping and/or operation of the business of the Owner on the Property.
 - d. Any act or omission of the Owner, after taking title to or control of the Property, in connection with remediation or development of the Property.

The SCDDA may, in accordance with a final unappealable order of a court of competent jurisdiction, set-off any amount owing to the Owner under this Agreement to satisfy any indemnification obligation of the Owner under this Agreement. Each Party to this Agreement shall be responsible for defending any claims arising out of the acts and/or omissions of it or its respective employees, contractors, representatives, and agents during the performance of this Agreement, as provided by law. This Agreement does not and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. The work and activities performed pursuant to this Agreement by the SCDDA are governmental functions. It is the intention of the Parties hereto that this Agreement shall not be construed to waive the defense of governmental immunity held by the City or SCDDA. Owner shall indemnify the SCDDA and the City for the cost of defense, including reasonable attorneys' fees, to the extent that a final unappealable order of a court of competent jurisdiction determines that the Indemnified Persons were not responsible or liable for the claims asserted. The Owner shall also indemnify the SCDDA for all reasonable costs and expenses, including reasonable attorneys' fees, incurred in:

- a. enforcing any obligation of the Owner under this Agreement or any related

Owner's
Initials

Page 7 of 12

SCDDA's
Initials

- agreement to which the Owner is a party;
- b. taking any action requested by the Owner; or
- c. to the extent that such cost or expense exceeds or is not subject to this Agreement, taking any action on behalf of the Owner that is required of the Owner, or which is otherwise considered necessary by the SCDDA, under this Agreement or any related agreement to which the Owner is a party.

The obligations of the Owner under this section shall survive any assignment or termination of this Agreement.

7. **Loss of Revenue from a Taxing Jurisdiction.** It is understood that the TIF Assistance is intended to be paid from captured Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, successfully challenges the capture of any tax revenues and after the issuance of a final, unappealable order of a court of competent jurisdiction preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Owner pursuant to this Agreement, the Owner agrees to repay to the SCDDA the captured Tax Increment Revenues previously paid to Owner pursuant to this Agreement, and the SCDDA agrees to reimburse the Owner, from future capturable revenues, any such repayment by the Owner.
8. **Property Tax Appeal.** The Owner and purchasers shall have full rights to appeal property tax assessments under State law. The Owner also expressly acknowledges any tax appeal may impact the SCDDA's ability to reimburse the Owner's Reimbursable Activities or other obligations under this Agreement, and expressly waives any claim against the SCDDA that result from any tax appeal filed by the Owner. To the extent that the previous years' taxes are refunded and to the extent that the refund reduces or eliminates the amount available for reimbursement for activities for the previous year, the Owner shall return that portion of any reimbursement paid from the previous years' taxes.
9. **Access for Inspection.** The City and the SCDDA and Agents are authorized to enter upon the Property during normal business hours for the purpose of inspecting the work related to the Reimbursable Activities and making determinations that such work is being performed in accordance with the Plan in a workmanlike manner with prior reasonable notice to the Owner of each area to be inspected. The Owner reserves the right to preclude access or request the employees or agents of the SCDDA vacate the property for health and safety issues. Any employees or agents of the SCDDA must comply with all site safety standards, including, but not limited to, MIOSHA requirements.
10. **Discrimination.** Owner shall not discriminate against any employee or applicant

Owner's
Initials

Page 8 of 12

SCDDA's
Initials

for employment in violation of state or federal law. Owner shall promptly notify the SCDDA of any complaint or charge filed and/or of any determination by any court or administrative agency of illegal discrimination by Owner.

11. **Insurance Requirements.** Owner shall provide insurance as reflected in Exhibit D.

12. **Effective Date.** This Agreement shall take effect upon its execution by SCDDA and Owner. This Agreement shall terminate upon the full payment for all Reimbursable Activities to Owner for the developed parcels identified in Section 2 and the expiration of all appeal periods with respect to the assessment or collection of property taxes with respect to the Property.

13. **Further Assurances.** Each party will, whenever and as often as it shall be reasonably requested by the other party, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents, as may be necessary in order to carry out the terms and conditions of this Agreement. Each party further covenants that from and after the Effective Date, each party shall reasonably cooperate with each other to secure all consents, approvals, authorizations and otherwise take such further actions necessary to affect the Project and other activities contemplated by this Agreement.

14. **Mutual Covenants.** To induce the parties to enter into this Agreement, the parties agree as follows:

- a. Owner and the SCDDA, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement, and acknowledge that this Agreement is the product of the joint effort of both parties. In no event shall the terms of this Agreement be construed more strictly against one party than the other party.
- b. Owner stipulates that all documentation submitted by Owner shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.231 et seq. of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by any Owner as it relates to this Agreement, Reimbursement and supporting documentation.
- c. This Agreement shall be binding upon and inure to the benefit of Owner, a successor owner in the Project, and the SCDDA, and their respective heirs, successors, assigns and transferees. Owner's obligations may only be assigned to an entity not affiliated with the Owner if such transfer or

assignment is approved in advance by the SCDDA, which approval shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding anything to the contrary in this Agreement, the SCDDA acknowledges and agrees that Owner may assign its rights under this Agreement as collateral to any one or more lenders providing financing for the Project and, in such event, the SCDDA agrees to execute a customary consent to such assignment and estoppel certificate in customary form. In the event of any assignment or transfer of any right or obligation hereunder, such assignment or transfer shall be subject to all provisions under this Agreement, provided, that the lender/assignee pursuant to a collateral assignment shall not be deemed to be subject to any of Owner's obligations under this Agreement other than as are set forth in this Agreement. In the event of any assignment or transfer of any right or obligation hereunder such transfer or assignment shall not be effective unless a written notice by certified mail is provided to the other party. This Agreement shall not be affected or altered in any way by any sale, lease or other disposition or sale of all or a portion of the Property.

- d. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts whether federal or state.
- e. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.
- f. Neither the delay nor failure by either party to exercise any right under this agreement, or the partial or incomplete exercise of any such rights shall constitute a waiver of that or any other right, unless provided expressly herein.
- g. If any part of this agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not to the agreement as a whole. This Agreement may be executed in any number of counterparts and may be signed and/or transmitted by facsimile, electronic mail of a .pdf document, or electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument.
- h. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for

the same default or any other default by any other party.

- i. This Agreement constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations, representations, warranties, covenants, and agreements between the parties with respect to all or any part of the subject matter hereof.
- j. A party may waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, provided, that any such waiver shall apply only to the extent expressly given and shall not be deemed or construed to waive any of the same or any other default, condition, promise, obligation, or requirement in any past or future instance. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers or representatives of the waiving party, and all amendments hereto must be in writing and signed by the appropriate officers or representatives of all of the parties.
- k. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any other agreement, document or understanding of the parties, this Agreement shall control.
- l. Notices and reimbursements shall be sent to the following addresses:

Authority: City of Swartz Creek DDA
8083 Civic Drive,
Swartz Creek, Michigan 48473
Attn: Director

The City of Swartz Creek:
Attn: City Manager
8083 Civic Drive,
Swartz Creek, Michigan 48473

With copy to: Simen, Figura, & Parker,
PLC
5206 Gateway Centre, Suite 200
Flint, MI 48507
Attn: City of Swartz Creek Attorney

Owner: RBF Holdings, L.L.C.,
1411 W. Hill Rd.
Flint, MI 48507

Owner's
Initials

SCDDA's
Initials

[Signatures on Next Page]

Owner's
Initials

Page 12 of 12

SCDDA's
Initials



SWARTZ CREEK DDA
SWARTZ CREEK CITY OFFICES
8083 CIVIC DR.
SWARTZ CREEK, MI 48473

PHONE: 810-635-4464
FAX: 810-635-2887

City of Swartz Creek Procedures and Policy for Project Specific TIF Application Review

The City of Swartz Creek Downtown Development Authority (DDA) along with the City Council have created a new financial support measure that is intended to assist new development and redevelopment projects within the DDA District that would have a significant and transformative impact within the City of Swartz Creek.

Through utilization of targeted Tax Increment Financing, the DDA may support investment projects that clearly demonstrate that the project(s) align with the goals and objectives of both the City of Swartz Creek and the DDA, as well as aligning with the specific criteria for this incentive program and lastly can verify the need for financial gap assistance.

This policy establishes the procedures for reviewing, approving or denying any and all applications submitted to the DDA seeking financial assistance through this program.

Specific process for reviewing Project Specific TIF applications.

1. Upon receipt of an application for assistance, a committee established by the DDA consisting of the DDA Chair or their proxy, City Manager, the Economic Development Director, City Treasurer or Assessor and City Planner shall be convened to review the application packet for completeness and eligibility with program requirements.
2. An application will be considered complete after it has been signed, finances have been reviewed, an assessor's report has been issued and the committee has reviewed and authorized it for scoring by the entire DDA.
3. The DDA Board shall score the application in accordance with the project priority score sheet included within the application package. While there is a potential total of 100 points, it is expected that some criteria may not apply for specific projects. In that case, only the criteria that apply shall be scored.
4. For a project to meet the threshold for funding, the project shall have no less than a \$750,000 Dollar (real property) base investment and it needs to receive a score of 70% or higher of the total points available from which the project is scored against. As noted above, some criteria may not apply for specific projects. In that case, the project shall still score 70% or higher utilizing the applicable criteria.



SWARTZ CREEK DDA
SWARTZ CREEK CITY OFFICES
8083 CIVIC DR.
SWARTZ CREEK, MI 48473

PHONE: 810-635-4464
FAX: 810-635-2887

5. The entire DDA Board shall score the application unless a member identifies a potential conflict of interest with the project before the board. Scores that are applied are those that vote in person
6. The final score will be the average of all scores submitted by the entire DDA Board.
7. The DDA Board reserves the right to negotiate with those projects scoring near the 70% threshold to potentially improve the projects overall score.
8. The DDA Board recognizes that this TIF Assistance Program is discretionary and reserves the right to withhold or reduce funding assistance based on certain conditions that are reasonable to the public interest.
9. If a project meets the eligibility criteria, passes the 70% scoring threshold, the DDA Board will vote to recommend, modify or deny TIF funding assistance. If funding is agreed upon, the DDA will forward the request to the City Council.
10. If the DDA recommends funding, the City Council will have final say for funding on all projects unless the application is denied by the DDA. Approved projects shall enter into a formal development agreement with the City. An up to 10% capture will be assessed by the DDA for all Project Specific Tax Increment funds awarded and allocated to a specific project for the purposes of project administration, maintenance, legal, oversight and mitigation of unanticipated impacts as a result of the new development.
11. If a project is rejected by the City Council or the DDA, the process starts over with the committee.

CITY OF SWARTZ CREEK

Tax Abatement & Incentive Policy

Policy Statement: The City of Swartz Creek is committed to enhancing the quality of life for its residents. To do so, the community recognizes the need for robust and diverse businesses to add cultural, entertainment, economic, and related value to the community. The community further recognizes a need to create high-quality places (including walkable areas, diverse housing, higher densities, and public amenities) for such activities, especially in the traditional downtown. Lastly, the community recognizes that some barriers exist to fulfilling these aspirations. Such barriers include obsolescence of property, a struggling regional economy, and limited market strength of certain sectors.

Tax abatements (as provided by state statute) and local incentives (in the form of fee waivers and Tax Increment Financing assistance) can encourage private development projects that produce the results desired. Accordingly, consideration for tax abatements and/or incentives is viewed as a privilege, not as a property right. This policy establishes minimum requirements and a uniform set of standards and procedures to be used when considering a request for a tax abatement/exemption or incentives.

The focused purpose of tax abatements and local incentives is to provide for private investment that would not otherwise occur, provided such investment is aligned with the city's stated intentions. See the City Master Plan and Downtown Development Plan. Abatements and incentives, if awarded, are expected to be awarded to varying degrees that are in proportion with the degree of public benefit that results. The impetus for a formal program is based upon the Michigan Redevelopment Ready Communities best practices.

Abatements include:

1. Michigan Public Act 255 of 1978: Commercial Redevelopment Act
2. Michigan Public Act 210 of 2005: Commercial Rehabilitation Act
3. Michigan Public Act 198 of 1974: Plant Rehabilitation and Industrial Development Act

Incentives Include:

1. Water and Sewer Connection Fee Waivers
2. Tax Increment Financing Assistance (Per DDA policy & City Council Budget Oversight)

I. MINIMUM REQUIREMENTS FOR TAX ABATEMENTS & INCENTIVES

- A. Abatements & incentives shall be subject to duration and amount limits.
- B. Such duration and amount limits shall be for the minimum amount necessary to meet the goals of the project.
- C. Benefits to the city of the proposed abatement or incentive shall be:
 1. at least equal to or greater than the cost of the abatement; and
 2. accomplish at least one of the following purposes:
 - a. provide significant economic and/or employment opportunities;
 - b. provide or help acquire or construct public facilities;

- c. significantly redevelop or renew blighted areas;
 - d. help provide access to services for residents; or
 - e. preserve or restore a feature of historical significance.
- D. The taxable value of any proposed abatement, considered together with the aggregate taxable value of property exempt under certificates previously granted and in force shall not exceed five-percent of taxable value of the City of Swartz Creek.

Example: 2020 City of Swartz Creek potential taxable value - \$150,000,000
Five-percent of City of Swartz Creek - \$7,500,000

- E. The city will not issue or be a signatory on bonds in connection with abatements.
- F. Commencement of any new construction or improvements shall be within the limits set forth within the applicable act related to the abatement being applied for.
- G. The city council will not take action on any abatement or incentive unless the applicant or legal representative is present at the public hearing to make a presentation and/or answer questions.
- H. The City reserves the right to waive, modify, or amend any of these policies when it is in the best interest of the city residents.
- I. Abatements shall be granted for RRC sites only.
- J. Incentives shall be granted for DDA sites only.

II. EVALUATION CRITERIA

- A. *Private Development Objectives.* The City of Swartz Creek will consider using tax abatement and local incentives to help private development projects that strive to achieve three or more of the following objectives:
- 1. Include investment in formally recognized RRC sites (required for abatements)
 - 2. Provide for hospitality, cultural, entertainment, and recreational uses
 - 3. Include historic preservation or restoration
 - 4. Provide or retrain build-to lines for development (little or no setbacks)
 - 5. Provide outdoor uses such as dining, seating, recreation, etc.
 - 6. Include strong pedestrian features and design
 - 7. Include residential uses
 - 8. Provide multiple stories
 - 9. Provide total investment of over \$10,000,000 or 50 FTE
 - 10. Satisfy specific plan goal
- B. *Additional Objectives.* Some investments and their consequences are difficult to foresee, requiring flexibility in the decision making process. The City of Swartz Creek will therefore consider the following factors when evaluating tax abatement and incentive requests to help private development projects:
- 1. Additional consideration will be given to existing businesses seeking to expand and grow within the city.

2. Whether or not the proposed project provides services not already provided in the city or services which are needed.
3. Whether or not the proposed business would be in direct competition with existing businesses in the city. Abatements should not be given to businesses which would receive a competitive advantage over similarly situated businesses in the city.
4. Whether or not the project will significantly impact environmental/natural resources.
5. Public and other stakeholder input.
9. The extent to which the project satisfies or requires improvements in city infrastructure, traffic control, or services such as law enforcement.
10. Consistency of the proposed project with city land use regulations, zoning and planning policies.
11. How the proposed project furthers the goals and objectives of the city and/or community.
12. The level of private financial investment into the project.

III. APPLICATION

- A. The applicant shall submit an application (available from the city) for all projects for which a tax abatement is sought from the City of Swartz Creek.
- B. Applications shall include:
 1. A letter formally requesting tax abatement or incentive from City of Swartz Creek;
 2. Completed application for tax abatement with all support materials attached (if applicable);
 3. The applicant will pay for any contracted legal, financial, consultant or other third party costs not to exceed statutory limits of the applicable act.
 4. Official forms developed by the state of Michigan, if applicable, shall also be submitted in a timely manner per procedures set forth within the applicable abatement/exemption act under which the application is made.
- C. The applicant shall submit completed applications to the city clerk.

IV. APPROVAL PROCESS

- A. The city clerk shall notify, by certified mail, each taxing jurisdiction of a request to establish an abatement district or an application for the abatement. Said taxing jurisdiction shall have 15 days from the date of receipt of said notification to respond in writing of their thoughts and considerations. These taxing jurisdictions shall have no voting or veto authority.
- B. The city clerk shall notify applicant by certified mail if the application is found consistent with this policy. Procedures set forth within the abatement/exemption act shall be followed.
- C. The length of the exemption shall be determined by the attached abatement schedule.
- D. The approval for the abatement district and approval of an application for abatement shall not be addressed at the same meeting.

V. DEVELOPMENT AGREEMENT AND ANNUAL REPORTING REQUIREMENTS

- A. *Development Agreement.* All projects granted tax abatement will be required to enter a development agreement. The development agreement will be recorded against the property, will clearly define the responsibilities of the property owner(s) receiving the abatement, and will require annual reporting.

- B. *Annual Reporting Requirements.* All projects granted tax abatement shall submit an annual status report on the form developed and provided by the City of Swartz Creek. The requirement makes all abatements granted consistent with State Tax Commission Administrative Rules, as they pertain to relevant Public Acts, as amended. The report content will meet reporting expectations set in the Development Agreement.

VI. RESCISSION OF ABATEMENT/EXEMPTION

- A. Imposition of any rescission is at the sole discretion of the City of Swartz Creek and shall be considered on a case-by-case basis in compliance within the applicable act under review.
- B. Rescission shall not violate the statutory requirements of the applicable act in any way. Consideration may include but are not limited to the:
1. sale or closure of the facility and departure of the company from the jurisdiction unless abatement/exemption is transferable.
 2. significant change in the use of the facility and /or the business activities of the company not consistent with the requirement of the applicable act for which approved.
 3. significant employment reductions not reflective of the company's (normal) business cycle and/or local and national economic condition.
 4. failure to achieve the minimum number of net new jobs and wage level as specified in the abatement/exemption application.
 5. failure to complete the project in a timely manner as specified in the approval resolution.
 6. failure to comply with annual reporting requirements.
 7. failure to pay annual property taxes on real and personal property not exempt under the approved abatement/exemption.
 8. failure to cooperate with the City of Swartz Creek ordinances and policies.

Abatement Schedule

This schedule applies to Industrial or Commercial Property as defined in 211.34c of the General Property Tax Act

1. Capital investment \$Up to \$100,000 \$100,001 to \$250,000 \$250,001 to \$500,000 \$500,001 to \$1,000,000 \$1,000,001 to \$2,500,000 \$2,500,001 to \$5,000,000 \$5,000,001 and up	Years of tax abatement 1 2 3 4 5 6 7	Rehabilitated/restored additional two years in any capital investment
2. Job creation <u>as Full Time Equivalent</u> 1-10 11-25 26-50 51 and up	Years of tax abatement 2 3 4 5	
3. Job wages Average wage > 1.5x minimum wage Average wage > 2x minimum wage Average wage > 3x minimum wage	Years of tax abatement 2 4 6	
4. Number of years located in the City 2-10 11-15 16 and up	Years of tax abatement 1 2 3	
5. Private Development Objectives (II.A) 4-5 6-7 8+	Years of tax abatement 2 3 4	

Note: Total number of tax abatement years shall not exceed statutory limits. This schedule applies to years of TIF assistance.

Incentive Schedule

Incentives provided as a percentage of fee waivers (water and sewer REU's) or TIF funds returned to project (if available)

1. Capital investment \$Up to \$100,000 \$100,001 to \$250,000 \$250,001 to \$500,000 \$500,001 to \$1,000,000 \$1,000,001 to \$2,500,000 \$2,500,001 to \$5,000,000 \$5,000,001 and up	Percent of Fee 5% 10% 15% 20% 25% 30% 40%	Rehabilitated/restored additional 10% South of I-69 additional 20%
2. Job creation <u>as Full Time Equivalent</u> 1-10 11-25 26-50 51 and up	Percent of Fee 10% 15% 20% 25%	
3. Job wages Average wage > 1.5x minimum wage Average wage > 2x minimum wage Average wage > 3x minimum wage	Percent of Fee 10% 20% 30%	
4. Number of years located in the City 2-10 11-15 16 and up	Percent of Fee 10% 15% 20%	
5. Private Development Objectives (II.A) 4-5 6-7 8+	Percent of Fee 30% 40% 50%	

Note: Total incentive cannot exceed 100%. This schedule applies to annual TIF assistance as a ratio to the project-specific capture.

Current abatements available

PA 198 – 1974 – Industrial Facilities Tax

Eligible industries: manufacturing, research and development, high-tech, and communications centers.

Maximum eligible award – 50% abatement for up to 12 years on new real and personal property investments.

PA 255 – 1978 Reinstated 2009 – Commercial Redevelopment Tax

Eligible industries: obsolete and declining property, zoned for commercial/industrial prior to June 21, 1975

Maximum eligible award – 50% abatement for up to 12 years on replacement or new real property. Zero taxes levied on value of restored real property investment for up to 12 years.

PA 210 – 2005 – Commercial Rehabilitation Tax

Eligible industries: multifamily housing or group of contiguous commercial property 15 years old or older covering at least three acres or located in a downtown district.

Maximum eligible award – Zero taxes levied on value of restored real property investment for up to 10 years.

Swartz Creek Tax Abatement and Incentive Policy Procedures

1. Contact made from perspective applicant of tax abatement or incentive.
 - a. City of Swartz Creek Abatement & Incentive Policy and Application given to applicant. **(All applications are to go through City Clerk per policy and/or public act.)**
 - b. Give notice to city manager & city assessor.
 - c. Review of application and set meeting with applicant if determined they qualify.
2. Meeting with applicant after application is received.
 - a. Applicant presents possible project. Require applicant to have a cost of project analysis prepared by contractor or architect.
 - b. If applicant is unsure of abatement/exemptions available, review of each is presented.
 - c. If a qualified district for abatement is not in place, applicant is required to request, in writing, a district be established. (In some cases, notification must be given to assessor of request for a district because determining obsolescence is charged to assessor.)
 - d. If qualified district exists, skip to 4.
3. Establishing a district after receipt of request (STC abatements only).
 - a. Prepare memo to council explaining the project and if the applicant qualifies for an abatement/exemption per the city's policy. (Council has already proven to ignore interpretation and recommendation from staff).
 - b. Prepare resolution to set public hearing for establishing a qualified district.
 - c. Prepare maps and any other data that will assist council in making a decision.
 - d. All documents given to clerk by deadline set for being placed on council agenda.
4. After receipt of Incentive Application or State Exemption Application. (See tax link on Michigan.gov).
 - a. Prepare report to council, again explaining project.
 - b. Prepare resolution to set public hearing for abatement/exemption (hearing not required for local incentives).
 - c. Prepare Abatement Schedule for council that determines years for the abatement/exemption, not to exceed statutory limits. The applicant is to present cost estimate prepared by contractor or architect.
 - d. Prepare other supporting documents for council, such as maps, drawings, copy of city's abatement application.
 - e. All documents given to clerk (city manager) by deadline set for being placed on council agenda.
5. Assist clerk in preparing final approved and required documents to send to State Tax Commission for their approval. Many of the statutes give the STC 60 days to make their final approval and may also require documents be sent to them by October to place the abatement/exemption in place for the following year.

TAX ABATEMENT & INCENTIVE CRITERIA CHECKLIST

I. INITIAL CONSIDERATION

- A. Are the benefits to the city of the proposed abatement at least equal to or greater than the cost of the abatement? Y N
- B. In the public interest, will the abatement accomplish any of the following purposes?
- a. provide significant economic and/or employment opportunities; Y N
 - b. provide or help acquire or construct public facilities; Y N
 - c. significantly redevelop or renew blighted areas; Y N
 - d. help redevelop or renew blighted areas; Y N
 - e. help provide access to services for residents; or Y N
 - f. preserve or restore a feature of historical significance. Y N
- C. Does the abatement apply to a RRC site? Y N NA
- D. Does the incentive apply to a DDA site? Y N NA

II. EVALUATION CRITERIA

- A. *Private Development Objectives.* Will using tax abatement help the development project strive to achieve three or more of the following objectives?
- 1. Include investment in formally recognized RRC sites Y N
 - 2. Provide for hospitality, cultural, entertainment, and recreational uses Y N
 - 3. Include historic preservation or restoration Y N
 - 4. Provide or retrain build-to lines for development (little or no setbacks) Y N
 - 5. Provide outdoor uses such as dining, seating, recreation, etc. Y N
 - 6. Include strong pedestrian features and design Y N
 - 7. Include residential uses Y N
 - 8. Provide multiple stories Y N
 - 9. Provide total investment of over \$10,000,000 or 50 Full Time Equivalent jobs Y N
 - 10. Satisfy specific plan goal Y N



APPLICATION FOR TAX ABATEMENT

Applicant (Official Company Name) _____

Business Name (If Different) _____

Address of Proposed Project _____

Mailing Address (If Different) _____

Do you own the property? _____ If no, what is your relationship? _____

Type of Abatement/Incentive Requested (if known) _____

Description of proposed project: type of business, product to be manufactured (if applicable), size of proposed structure and proposed activity and/or product. Provide narrative and described materials to support evaluation criteria findings. Attach materials and plans as necessary.

Give the estimated cost of the following components applicable for the proposed project:

Land improvements (excluding land): _____

Building improvements: Size _____ sf \$ _____

Machinery & Equipment: _____

Furniture & Fixtures: _____

Time schedule for start and completion of construction and equipment installation (if applicable):

Building:

Equipment installation (if applicable):

Start Date _____

Start Date _____

Completion Date _____

Completion Date _____

Will project be owned or leased by applicant? _____

Will machinery be owned or leased by applicant? _____

How many employees do you currently employ? Full Time _____ Part Time _____

How many new employees do you estimate after project complete? Full Time _____

Part Time _____

When project is complete, how many will be:

Management/Professional _____ Wage level \$ _____

Skilled _____ Wage level \$ _____

Semi-Skilled _____ Wage level \$ _____

Un-Skilled _____ Wage level \$ _____

Name of Company Officer (contact person) _____

Title _____

Signature _____ Date _____

Phone Number _____

Email Address _____



Where Friendships Last Forever

Newsletter

Phone: (810) 635-4464

Fax: (810) 635-2887

www.cityofswartzcreek.org

Summer

Connecting with Swartz Creek's History

With the celebration Independence Day and America's 250th anniversary across the country, I've found myself thinking about how we can connect with history here in Swartz Creek.

Earlier this summer, I joined residents, members of the Sons of the American Revolution, the Daughters of the American Revolution, and the Swartz Creek Area Historical Society for a ceremony honoring a Revolutionary War veteran buried in the Swartz Creek Cemetery. As part of the America 250 celebration, the event highlighted a remarkable connection between our community and the founding of our nation. It was a reminder that history isn't just found in places like Washington and Philadelphia, or the pages of a textbook. It's here in our own community.

Since that day, I've thought about how easy it is to drive past places every day without knowing the stories they hold. An old home, cemetery, or familiar street can tell us something about the people who came before us and the community they helped build.

Connecting with our past doesn't have to mean spending hours in a library. It can be as simple as asking a parent or grandparent about growing up in Swartz Creek or visiting the Miller-Holland House Museum. You might be surprised by what you learn, and by how closely your own experiences are connected to the history of our City.

The America 250 celebration is a chance to reflect on more than our nation's history. It's also an opportunity to appreciate the people who built this community and left it better than they found it. We benefit from their efforts every day, often without giving it much thought.

I'd like to thank the volunteers of the Swartz Creek Area Historical Society for the time and care they devote to preserving our local heritage. Because of their work, future generations will have the opportunity to learn where we came from and better understand the community we share today.

History often feels distant until we realize it happened where we live. Swartz Creek has its own story worth preserving, and I hope America's 250th anniversary inspires us to discover a little more of it.

Sincerely,
Mayor Nate Henry

Find the community calendar and service information online at: www.cityofswartzcreek.org

Office Hours: Monday 8am-6pm, Tues & Thursday 8am-430pm, Wednesday 8am-4pm, Friday by appointment

Call 911 For After-Hours Emergencies:

*Do so for water and sewer problems such as water main breaks or sewer backups.
Messages at the office are not checked on the weekends or after hours.*

Election News!

Absentee ballots are here and available. If you have not received one or need to be on the permanent ballot list, please contact the city clerk, Jacquie Forrest, at 810-635-4464

9-day early day voting will start on Saturday July 25, 2026 from 8-4 in the council chambers at City Hall offices at 8083 Civic Drive and end Sunday, August 2, 2026.

Tuesday, August 4, 2026 is Primary Election Day. In person voting will be held at Swartz Creek Community Church from 7 a.m. to 8 p.m.

Swartz Creek Fire Department

It's that time of year when we celebrate our country's independence! Fireworks are often used to mark special events and holidays, but they also cause thousands of injuries each year.

The safest way to enjoy fireworks is to attend a professional display. If you choose to use consumer fireworks at home, please do so responsibly:

- Follow all local laws (www.municode.com) and safety guidelines. Note that the city allows consumer fireworks only on those days explicitly by state law.
- Keep a bucket of water or a hose nearby.
- Never allow young children to handle fireworks.
- Never relight a firework that doesn't go off.
- Light one firework at a time and move away quickly.
- Never point or throw fireworks at people, animals, or buildings.



As we celebrate America's 250th anniversary, let's make safety part of the celebration.

Greetings from your Metro Police Authority,

It is that time of year again when we at the Metro Police Authority host our annual National Night Out Open House. The event will take place on Wednesday, August 5th from 5-8 pm. You will have the chance to tour our headquarters, interact with officers & staff, meet our local and Federal law enforcement partners, interact with our public safety partners from the Swartz Creek and Mundy Fire Departments as well as Medstar ambulance service. Additionally, food will be generously provided by the Redwood Lodge. And, if the crew is not too busy, the Medstar Life Flight helicopter will make a visit!

It is a great time for all ages and there will be a lot of freebies for the kids! I hope you can join us.

Mike Murphy
Chief of Police

Wood Chipping Guidelines

- ♦ Limbs must be 4" or less in diameter and under 48" long
- ♦ Stack cut ends facing the curb/road edge
- ♦ No lumber, tree removal, contracted jobs, or lot clearing jobs will be accommodated
- ♦ Pickup is limited to brush from onsite properties within the city limits only
- ♦ No vines, strings, wires, stumps, or other obstructions
- ♦ Arm load sized piles only

Makers Markets

The Handmade and Homemade only market returns to Holland Square Downtown, 5-8pm, on the 2nd Tuesday of each month!

July 14

August 11

Car Shows!

The Swartz Creek Area Historical Society will be hosting car shows in Holland Square and Holland Drive this summer, 10am to 3pm, on the following dates!

August 30

October 4

Slip and Slide!

The Swartz Creek Fire Association and Shattered Chains will be holding the annual slip and slide at Elms on **July 25th**.

Concerts start at 7pm at Pajtas Amphitheater. Follow the Swartz Creek Fine Arts Association on Facebook for up to the minute weather changes and other updates.

July 7th—Genesee Valley Concert Band—Patriotic America 250!

July 14th—Street Angels—Fleetwood Mac/Stevie Nicks

July 21st—After It All—Classic Rock

July 28th—Rebel Line—Country

August 4th—Invasion—All British Influence

SUMMER 2026
Movies in the Park

Rocky IV
 June 26th

Hoppers
 July 10th

Super Mario Galaxy
 July 24th

Zootopia 2
 August 7th

Movies start at Dusk!
 6:30 PM - 11:00 PM
 Food Trucks, Bounce House, Balloon Artist & Magician
 Fred & Phyllis Pajtas Theater
 8099 Civic Dr, Swartz Creek, MI 48473

Sponsored By  

ROCKY IV

HOPPERS

THE SUPER MARIO GALAXY MOVIE

ZOOTOPIA 2

SUMMER CONCERTS AT PAJTAS ON TUESDAY EVENINGS

Home Occupations: Balancing Entrepreneurship and Neighborhood Quality

Many successful businesses begin at home. Home occupations can provide valuable income for families, encourage entrepreneurship, and contribute to the local economy. The City recognizes these benefits and permits many home-based businesses through a simple registration process.

The purpose of the City's home occupation regulations is not to discourage business activity, but rather to ensure that residential neighborhoods remain residential in character. Home occupations are intended to be secondary to the use of the property as a home and should not create impacts that affect neighboring properties.

To accomplish this, the ordinance limits the size of home occupations, requires that business activities occur primarily within the dwelling, restricts outdoor storage and displays, limits traffic and deliveries, and prohibits activities that generate excessive noise, odors, vibration, parking issues, or other nuisances. Home occupation permits are required and must be renewed every two years.

Residents who operate home businesses are encouraged to review the ordinance and ensure they are properly registered. Doing so helps protect both the business owner and surrounding neighbors.

Likewise, residents should know that they have the right to enjoy their property without unreasonable disruption. If a home occupation creates excessive traffic, parking problems, noise, outdoor storage, or other impacts that alter the residential character of a neighborhood, City staff can investigate and work toward compliance.

Our goal is simple: support responsible home-based businesses while preserving the quiet enjoyment and residential character of our neighborhoods.



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

PLACE
STAMP
HERE