

SWARTZ CREEK DDA

Regular Meeting Agenda

Downtown Development Authority, Thursday, September 10, 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, September 10, 2026

5. MOTION TO APPROVE MINUTES:

5A. Board Meeting, August 13, 2026

6. REPORTS & COMMUNICATIONS:

Page No:

6A. Resolutions

02

6B. August 13, 2026 Minutes

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6C. September 10, 2026 Meeting Letter

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6D. Make a Morning of It Support Request Letter

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6E. Mercury Sales Quote

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6F. Holland Drive Second Draft Lighting Design

27

6G. Brewer Townhome Incentive Proposal & Draft Agreement

28

7. MEETING OPENED TO THE PUBLIC:

7A. General Public Comments

8. BUSINESS:

8A. Make a Morning of It Support Request

02

8B. Brewer Incentive Application Consideration

03

8C. Mercury Sales Quote Consideration

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, SEPTEMBER 10, 2026

Resolution No. 260910-01

AGENDA – September 10, 2026

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the agenda for the September 10, 2026 Downtown Development Authority meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260910-02

MINUTES – August 13, 2026

Motion by Board Member: _____

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

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260910-03

**RESOLUTION TO APPROVE SPONSORSHIP
SUPPORT FOR MAKE A MORNING OF IT**

Motion by Board Member: _____

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

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

WHEREAS, the Make a Morning of It organization, a Michigan LLC in good standing, is seeking permission to operate a community local business promotion event at Holland Square on October 24, 2026, with the goal of showcasing local coffee vendors.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority sponsor the 2026 event in the amount of \$800, conditioned upon approval of the event by the city council.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260611-04

**RESOLUTION TO RECOMMEND APPROVAL OF
THE BREWER TOWNHOMES TIF DEVELOPMENT
AGREEMENT**

Motion by Board Member: _____

WHEREAS, the City of Swartz Creek Downtown Development Authority (DDA) is authorized to use tax increment revenues to support eligible development and redevelopment activities within the Downtown Development District consistent with its Development Plan and Tax Increment Financing Plan; and

WHEREAS, the City of Swartz Creek Tax Abatement & Incentive Policy recognizes Tax Increment Financing (TIF) assistance as a local incentive for qualifying DDA sites and provides for incentives intended to encourage private investment that advances the goals of the City and DDA; and

WHEREAS, RBF Holdings, L.L.C. has proposed to complete the Brewer Townhomes project, a substantial residential redevelopment that includes twelve additional parcels within the Downtown Development District, and has requested TIF assistance in connection with the project; and

WHEREAS, the DDA TIF Review Committee reviewed the project and request for TIF assistance at meetings held June 9, 2026 and June 24, 2026, and recommended approval subject to conditions to be addressed by the City Attorney in the development agreement; and

WHEREAS, the resulting Development Agreement between RBF Holdings, L.L.C. and the DDA provides for reimbursement of eligible project costs from project-generated tax increment revenues, with ninety percent (90%) of the applicable DDA tax increment revenues available for reimbursement, subject to the terms, limitations, documentation requirements, and other protections contained in the Agreement; and

WHEREAS, the DDA finds that the Brewer Townhomes project and proposed TIF assistance are consistent with the objectives of the City's incentive program and the DDA's redevelopment objectives, including the creation of residential uses, increased density and private investment within the Downtown Development District; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Swartz Creek Downtown Development Authority hereby approves the Brewer Townhomes TIF Development Agreement substantially in the form presented and recommends approval of the Agreement by the Swartz Creek City Council.

BE IT FURTHER RESOLVED, that, following approval by the City Council, the appropriate DDA officers are authorized to execute the Development Agreement on behalf of the DDA, subject to final non-substantive legal and administrative revisions

approved by the City Attorney and City Manager that do not materially alter the financial terms approved herein.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260611-05

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

Motion by Board Member: _____

WHEREAS the Swartz Creek Downtown Development Authority constructed 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 substantially complete and successful, and the DDA has commissioned the creation of final design specifications for the lighting and sound package; and

WHEREAS, Mercury has furnished final design plans, a final scope of work, and an sales quote; and

WHEREAS, the DDA finds these materials and 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 the provision and installation of lighting and sound equipment related to the pergola project in the amount of \$70,456.99, and further authorize and direct the DDA chair to execute this quote as included in the September 10, 2026 DDA packet.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 260910-06

ADJOURN

Motion by Board Commission Member: _____

I Move the Swartz Creek Downtown Development Authority adjourns the September 10, 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, SEPTEMBER 10, 2026, 6:00 P.M.

The regular virtual meeting of the City of Swartz Creek park board is scheduled for **September 10, 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 (DTMF) 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: September 10, 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
AUGUST 13, 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: Barclay, Henry, Beedy, Gardner, Kelley, Parenteau, Kallas

Board Members Absent: King, Ryan

Staff Present: Adam Zettel, Greg Dietrich

Others Present: Lania Rocha (online)

APPROVAL OF AGENDA AND MINUTES:

Resolution No. 260813-01

(Carried)

Motion by Board Member Parenteau
Second by Board Member Barclay

I Move the Swartz Creek City Downtown Development Authority approves the agenda for the August 13, 2026 meeting, reversing the order of all business items to accommodate public attendance of petitioners.

Motion Carried by unanimous voice vote.

Resolution No. 260813-02

(Carried)

Motion by Board Member Gardner
Second by Board Member Parenteau

I Move the Swartz Creek City Downtown Development Authority approves the minutes from the June 11, 2026, Downtown Development Authority Meeting as written.

Motion Carried by unanimous voice vote.

REPORTS AND COMMUNICATIONS:

Mr. Zettel and Mr. Dietrich gave updates on Holland Square (structure is nearly complete), the incentive application (please ask questions now), alternate locations for the Christmas Tree, Bella's Book Nook grant, 250th décor, and the new bucket truck.

MEETING OPEN TO PUBLIC:

No comments.

SOCIAL DISTRICT PROGRAM

Mr. Zettel gave a synopsis of the social district committee and their recommendation. The area, cups, stickers, and hours were discussed. There was protracted discussion related to the DDA provision of cups/stickers.

Resolution No. 260813-03

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

Motion by Board Member: Kelley
Second by Board Member: Parenteau

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.

Unanimous affirmative voice vote.

Motion Carried.

WAYFINDING PROCURMENT PROGRAM

Mr. Zettel discussed the various sign types and pricing delivered by three companies, as well as the available budget between the city and DDA.

Resolution No. 260813-04

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

Motion by Board Member: Henry

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.

Unanimous affirmative voice vote.

Motion Carried.

The DDA wishes to see a pilot sign installed before staff proceeds with a full order.

CONSUMERS ENERGY LIGHTING PROPOSAL

The board discussed the merit of placing two new street lights on Holland Drive as engineered by Consumers. Discussion turned to the brightness at the nearby pavilion. Multiple lights on Holland were less desirable. Park lighting may be needed with a social district.

The board gave staff direction to ask Consumers about a single light on the lot line between 5017 Holland and 5023 Holland, as well as some up-lighting that complements the pergola for the pavilion.

There was no motion for formal resolution made.

MEETING OPEN TO PUBLIC:

No comment.

REMARKS BY BOARD MEMEBERS:

Julie Kallas: Indicated she felt there is good progress occurring to cozy up the town.

Tammy Parenteau: Noted that this was a good meeting; a new tree location is needed.

James Barclay: Asked for a Trecha Building update.

Jeffrey Kelly: There is a car show on August 30th.

Todd Beedy: Is pleased with the meeting and dedicated members.

ADJOURN

Motion by Board Member Gardner

Second by Board Member Henry

Meeting declared adjourned at 7:36 pm

Jeffrey E. Kelley



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

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

Date: September 4, 2026

To: DDA Board Members
From: Adam Zettel
RE: September 10, 2026 DDA Meeting

Hello everyone,

There will be a meeting of the DDA at 6:00 p.m. on Thursday, September 10, 2026. We have another busy meeting ahead of us. To follow up from August, we have a draft agreement for the Brewer Townhome project. We also have another request for support of a new Holland Square event and the final lighting/sound quote approval for the pergola. Lastly, I will have some updates on our flower program and lighting for Bicentennial Park/Holland Drive.

Holland Square

The pergola is up! It looks great in my opinion and was done on time by J.W Morgan, despite the short time frame. We are very pleased with the work on the structure. While the concrete has some surface inconsistencies, we can live with this given the area they were working in and the timeline for performance.

We are working on getting the plaques, banner signs, and some planters for the lot-side pillars.

We have the final design plans in from Mercury for the lighting and sound. The price has not changed by any appreciable degree. **At this point, we are ready to proceed with approving the final sales quote, issuing the deposit, and getting the installation done! I am including the quote and a resolution.**

Lastly, we think we can get our current Christmas tree under the pavilion on the east end, where the roof is high. Thoughts?

Make a Morning of It Request

I had someone reach out about conducting a new event at Holland Square. It turns out that the operator of Make a Morning of It LLC has some Swartz Creek ties and is impressed with the pergola. They are seeking permission to operate an event on the morning of Saturday,

October 24th to highlight local coffee producers and shops in the area. This will be reviewed by the city council on September 14th.

In tandem with this, they are seeking \$800 to cover the costs of live music, porta johns, and handwashing stations from the DDA. While this seems a bit steep for those services, it is not unreasonable. I am excited to see more events like this in town, and **I encourage the DDA to consider support at this or a similar level. A resolution is included.**

Bicentennial/Holland Drive Lighting

Based on comments from the last meeting, I have asked CE to revise their plan and cost estimate to account for one new light on Holland Drive. The location is to be on the east side, just between the museum and single family home (in the right of way). I have a design, but I do not have pricing yet. I am including what I have in the packet and should have the rest soon.

In addition, we are considering options for string lighting for Holland Drive and/or the park. We discussed this at the park board and believe this could be a very appropriate way to light the area and draw attention to the park itself.

More information is to come.

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. The instrument is not ready in its final form, but it will be early next week. I am including the information related to the request and the most recent agreement draft. The committee recommends 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

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

Sincerely,

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

Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

Phone: (810) 635-4464



Fax: (810) 635-2887

City of Swartz Creek Municipal Property Reservation Application

Date of Reservation: 10/24/2026 Reservation location: Holland Square

☐ **One time event**

☐ **Recurring event**

Name of Responsible Party: Make a Morning of it LLC // Emma McNally

Address: 1113 Cora Dr Phone: 8106206800

City: flint Zip Code: 48532

Nature of Activity: Coffee Tasting Event Approx. # Attendees 200

Arrival Time: 9am Departure Time: 1pm

Responsible Party Signature: Emma McNally

E-Mail Address: emmajmcnally@gmail.com

☐ **Proof of Insurance Provided**

Please check all that will be needed

☐ **Water**

☐ **Waste collection**

☐ **Electricity**

☐ **Other Services – Specify:** Bathrooms if possible. If not, we can provide!

I have received a copy of the Plaza Rules:

Y

IF THERE ARE PROBLEMS DURING THE EVENT CONTACT 911.

City Official _____

Date _____

Please use this page for any additions or details.

Make a Morning Of It is a business built off of the Genesee County coffee loving audience built by me, Emma McNally, on social media. With the viral video series of going to local coffee shops and trying their coffees and teas, the series gets roughly 150,000 monthly viewers on TikTok and has brought 4,000 and counting Michiganders together to follow my page.

Make a Morning Of It has the main goal of allowing locals to try multiple small businesses all in one place, making it simple for them to choose to support local next time. Instead of going to the corporate coffee companies, they will know that they love the coffee from these local coffee shops because they were able to try them for the low cost of attending the event vs paying almost \$10 for a full drink locally with the gamble that you won't like it better than the corporate coffee companies.

When a coffee lover buys a ticket to one of our Make a Morning Of It tasting events, they receive 4 coffee drink tickets (they will exchange one ticket with one of the coffee shops in the tent to try their drink, allowing 4 total drinks for them to try), 2 pastry tickets (same concept as the drink tickets, just for local bakeries), a 5.5oz glass tasting souvenir cup with our logo, and attendance to the event where there will be plenty of coffee shops to explore, bakeries, acoustic live music, as well as some local vendors to check out.

With the success of this video series and many of the great coffee shops I have featured being in my hometown of Swartz Creek, I would love to host our inaugural event in Holland Square. I have connections with many coffee shops throughout the county and with my prebuilt audience, I could not only bring plenty of coffee drinkers to Swartz Creek for this event, but also keep them coming back to our amazing coffee shops in town regularly once they try their amazing drinks all in one place.

Thank you so much for your time, I look forward to hearing back!

CITY OF SWARTZ CREEK
PLAZA AND LOT USAGE GUIDELINES

AUTHORITY. These rules are approved by the city council and enforceable pursuant to the provisions of the Code of Ordinances of the City of Swartz Creek, Michigan.

APPLICABILITY. These rules apply to City of Swartz Creek Plaza, located at 5012 Holland Drive. The city council may apply these rules to other city parking lots and alleys at its discretion.

1. **PARKING.** The plaza shall accommodate day and night parking in accordance with applicable laws when not otherwise designated for an authorized use. The maximum parking duration is 24 hours, with the expectation that vehicle owners/operators can be notified to relocate their vehicle for a reservation within a 24 hour period.
 - 1) No business or individual shall have an ongoing vested interest in the use of parking.
 - 2) Owners and/or operators of vehicles shall comply with city official and/or police officer instructions to relocate the vehicle at any time for any reason.
 - 3) No person shall park or store any motor vehicle during the hours the plaza is reserved or otherwise closed.
 - 4) Members of the police department are hereby authorized to remove any vehicles so parked or stored if notice was given 24 hours prior to said removal in the form of posting the site, official notice upon the vehicle, or recorded interaction with the owner/operator.
 - 5) It shall be unlawful for any person, whether a pedestrian or operating a motor vehicle, to fail to obey any such applicable traffic control sign, notice, signal, lane marking or other device, whether permanent or temporary, unless otherwise directed by a police officer or city personnel conducting city business.
2. **SMOKING.** Smoking, including (e-cig or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS), is prohibited in the plaza, unless part of a council approved event.
3. **PROHIBITED USES AND ACTS.** No person shall engage in:
 - 1) *Injuring, removing property.* Willfully mark, deface, disfigure, cut, injure, tamper with, break, displace, or remove any buildings, cables, benches, tables, light poles, trees, public utilities or parts of appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, flag poles, stakes, posts, fences or other boundary markers, or other structures or equipment, facilities or property or appurtenances whatsoever, either real or personal.
 - 2) *Fires.* No person shall kindle or build or cause to be kindled or built a fire in any plaza or parking lot except in designated places. In those areas where fires are permissible, such fires must be contained in a receptacle designed for the purpose of holding a fire and must be attended at all times. No person shall set fire to trash, garbage or the contents of trash receptacles at any time.
 - 3) *Pets, animals.* No person shall bring in, cause, or allow any dog, cat or other pets or animals which they own or have permission to control to be brought within the confines of any plaza unless such animal be attached to a leash not to exceed eight feet in length; such leash is to be of sufficient strength to hold such animal in constant check. Disposal of animal waste is required.
 - 4) *Hindering employees.* No person shall interfere with or in any manner hinder any employee of the city while engaged in constructing, maintaining, repairing or caring for plaza property.
 - 5) *Restricted sections of plaza.* No person shall enter upon any area of the plaza where persons are prohibited from going, as indicated by signs, notices or where secured by fences and gates.
 - 6) *Firearms, bow and arrows, fireworks and devices.* No person shall discharge a firearm or firework of any description while in or on plaza property, provided that such prohibition shall not apply to any peace officer while in the exercise of his official duties. No person shall shoot any arrow by the use of a bow, excepting in such areas as shall be specifically designated as areas for the use of bows and arrows. Crossbows, bolts, and similar weapons are also prohibited.
 - 7) *Peace, disorderly conduct.* No person shall make or excite any disturbance or contention on any public grounds. (No person shall use any indecent or obscene language).
 - 8) *Drunkenness, alcoholic liquors.* No person shall enter, be in or remain on public property while under the influence of intoxicants or under the influence of unlawful drugs or controlled substances. It shall be unlawful to bring into or use alcoholic liquors upon plaza property, unless part of a council approved event.
 - 9) *Drinking fountains.* No person shall throw, discharge or otherwise place in the waters or any fountain, wash basin or temporary or permanent toilets any substance, liquid or solid, which may result in water pollution or create a health hazard to the public.

- 10) *Sleeping*. No person shall sleep, whether in a vehicle, trailer, tent, hammock or other manner, on public property.
 - 11) *Dumping*. No person shall deposit any rubbish, garbage or refuse matter, break glass or bottles in or upon any part of the plaza other than such refuse accumulated from organized and acceptable activities within the plaza, and such refuse must be deposited in receptacles provided for that purpose.
 - 12) *Posted signs, rules and regulations*. No person shall willfully disregard posted signs which regulate the days, hours for various activities, or any other signs installed, posted or attached for control, maintenance, safety or any other purpose within the plaza.
 - 13) *Public meetings, parades*. No person, organization, club or group shall hold or participate in any parade, drill, exhibition, political meeting, religious meeting, concert, lecture or public entertainment of any kind within the plaza without the express consent and written approval of the city manager.
 - 14) *Advertisements*. No person shall post, stencil or otherwise affix any placard, advertisement or notice of any kind upon or to any public property unless related to an approved event.
 - 15) *Offering articles for sale*. No person shall carry on any trade or business or sell or display any goods, wares or merchandise in the plaza without permission from the city manager.
 - 16) *Inflatable play equipment*. Inflatable play equipment is prohibited unless arrangements are made in advance and a certificate of insurance from the party providing such equipment is filed with the city and includes a rider naming the city as an additionally insured party.
4. **POLICE AND EMPLOYEES.** No person shall resist any police officer or city employee exercising his duty within the plaza area, or fail or refuse to obey any lawful command of any such police officer or employee, or in any way interfere with, hinder or prevent any such police officer or employee from discharging their duty, or in any manner assist or give aid to any person in custody to escape or to attempt to escape from custody, or to rescue or attempt to rescue any person when in such custody.
5. **PLAZA RESERVATIONS.** Applicants may be permitted the use of the plaza, including control during hours the plaza is typically closed to the public, subject to the following conditions:
- 1) Use must be pre-approved by the city council.
 - 2) The organizations' use of the plaza area shall not violate any local or state law nor unreasonably interfere with the use and enjoyment of adjacent areas by others.
 - 3) The organizations shall hold the city harmless from liability for incidents arising out of the organizations' use of the plaza and shall provide evidence of insurance coverage.
 - 4) The city reserves the right to direct where organizations' activities are conducted to minimize interference with the use of adjacent properties and businesses.
 - 5) Fees shall be set by resolution of the city council. Additional fees may be charged for services requested of the city and negotiated in advance, including use of barricades, additional utilities, port-a-johns, etc.
 - 6) In no case will use result in a charge for or prohibition on general access to the plaza by the public unless such charge is approved by the city council in advance.
 - 7) Reservations for annual events can be granted by the city council beginning December 1 of the previous calendar year.
 - 8) All permits shall require the permittee to clean up the plaza after activity has terminated. All applications for permits must give the name, address and phone number of the permittee or the person responsible for the necessary policing thereof.
 - 9) All persons shall honor any special permits issued by the city, for certain areas, days and times, to clubs, organizations, teams or any other groups, provided that such permit is on official forms when presented.
 - 10) Reservations will be given on a first come, first served basis beginning the first business day of each calendar year. Priority for use shall be given to organizations scheduling regular events (e.g. weekly markets) or annual events (e.g. bike races).
- 6) **VENDING.** Vending is permitted on a limited basis after application to the city manager and under the administrative rules that may be set by the city, including a background check and administrative fee.
- 7) **PUBLIC NOTICE.** The public shall be deemed to have been properly notified of the provisions of these rules and regulations upon their publication in a newspaper of general circulation in the city. Signs may be posted to insure substantial compliance with the provisions of these rules and regulations.



Dear Mr. Zettel,

We're excited to announce that Make a Morning of It is planning to host our first Michigan coffee tasting event at Holland Square on October 24, 2026.

We're writing to request sponsorship for this inaugural event from the DDA, in the amount of \$800, to help us offset event expenses and make this community experience possible.

For further clarification, here are the proposed expenses:

Port-a-potty and hand washing station from Kincaid's Septic: \$500

Live music: \$300

Total: \$800

Make a Morning of It is an event experience designed to bring people together over great coffee and highlight local coffee shops. Guests will purchase low-cost tickets to attend and will receive a glass souvenir cup, tasting tickets, and pastry tickets, allowing them to taste coffee and pastries from several participating local coffee shops throughout the event.

Our goal is to create a fun, welcoming event that brings people into downtown Swartz Creek while introducing attendees to local businesses they may not have otherwise visited. We hope this inaugural event will provide an opportunity for the community to gather, support local businesses, and enjoy a unique Michigan experience.

We would be incredibly grateful to have the DDA as our kick-off sponsor for our first event. Your sponsorship would directly help us provide necessary guest amenities and live entertainment while allowing us to create a successful first event for the community under the beautiful new pergola in Holland Square.

Please let me know if I can answer any questions or provide any additional information!

Thank you,
Emma McNally

810-620-6800

emmajmcnally@gmail.com



SERVICE · SUPPORT · SALES
28854 WALL ST.
WIXOM, MI 48393
P: (734) 507-1177 • F: (734) 943-6010
MERCURYSL.COM

Sales Quote

Quote #: 26-32994



26-32994

City of Swartz Creek - 2026 Holland Square Pergola AV P1

Client	Ship To
City of Swartz Creek Adam Zettel 8083 Civic Drive Swartz Creek, MI 48473 US Office: 810-635-4464 Mobile: 810-287-2147 Email: azettel@cityofswartzcreek.org	Holland Square 5012 Holland Dr. Swartz Creek, MI 48473 US Office: 810-635-4464

Quote Date	Valid Until	Shipping Method	Account Manager
5/15/26	9/18/26	Mercury Vehicle	Japheth Boivin

Terms	Deposit Required	Deposit Amount
In Advance	60%	\$42,274.19

Type	Qty.	Part Number	Description	Time	Rate	Price	Amount
Audio System							
Retail	4	CONTROL 31	.JBL Control 31 High-Output Indoor/Outdoor 2-Way 10" Speaker - Black				
Retail	4	MTC-30UB	.JBL MTC-30UB U-Bracket for Control 30/31 - Black				
Retail	2	MTC-PC3	.JBL MTC-PC3 Terminal Covers Side-Mounted Gland - Set of 2				
Note			Mains Speakers				
Retail	8	Control 25-1	.JBL Control 25-1				
Retail	8	MTC-25WMG-1	.JBL WeatherMax Grille for Control 25				
Retail	8	MTC-25UB-1	.JBL MTC-25UB-1 U-Bracket for Control 25-1 - Black				
Retail	4	MTC-PC3	.JBL MTC-PC3 Terminal Covers Side-Mounted Gland - Set of 2				
Note			Distributed Speakers				
Retail	1	AQZ32	.Ashly AQZ32 - 16 in x 16 out AquaControl Digital Zone/Matrix Processor with Dante				
Retail	1	MA250.8	.Ashly MA250.8 Multi-Mode Power Amplifier, 8 x 250W @ 2/4/8 Ohms & 70V/25V				
Retail	1		Stainless Steel Wall Plate - 2 Gang with 4 XLR and 1/4 Inch Combo Connectors				
Note			Audio Control				
Retail	1		Cable & Hardware Package				
Labor	1		Project Manager				
Labor	2		Installer				
Labor	1		Configuring Technician				

Type	Qty.	Part Number	Description	Time	Rate	Price	Amount
Labor	1		Commissioning Technician				
Audio System Total							\$23,341.50
Lighting System							
Retail	28	SIX201	.Elation SIX+ Par S; 7 x 20W RGBAL+UV IP65 LED PAR MG+ARIA				
Retail	28	SIX222	.Elation Six+ Par S Lens - 60 Degree WFL				
Note			Lighting Fixtures				
Retail	1	AX2139	.Aria X2 IPC Outdoor Wireless DMX Transceiver				
Retail	1	CS-3150	.Interactive Technologies CueServer 3 Core DX DMX Lighting Control Unit				
Retail	1	AX-BR-HMK	.Interactive Technologies AX-BR-HMK Horizontal Mounting Kit				
Retail	1	CS-SBA	.Interactive Technologies CueServer Station Bus Adapter				
Retail	1	ST-MN8-CW-RGB	.Interactive Technologies ST-MN8-CB-RGB Mystique 5-Wire 8-Button Network Station in White with RGB LED Indicators				
Retail	2	DMX5PF-RJ45E	.Lex 5-Pin DMX Female XLR to 8-Pin RJ45 Male Ethernet Adapter, 1'				
Note			Lighting Control				
Retail	1		Cable & Hardware Package				
Labor	1		Project Manager				
Labor	2		Installer				
Labor	1		Configuring Technician				
Labor	1		Commissioning Technician				
Lighting System Total							\$39,097.79
Rack & Network Control Equipment							
Retail	1		NEMA Rack Package				
Retail	1	iP-1520-RX	.Juice Goose iP-1520-RX iP 20 Amp, 7 Outlet Web Based Power Controller w/ Surge Protection				
Retail	1	U6-Mesh-Pro	.Ubiquiti U6 Mesh Pro Weatherproof Wi-Fi 6 Mesh AP w/ Omnidirectional Antenna				
Retail	1	UCG-Ultra	.Ubiquiti Cloud Gateway Ultra				
Retail	1	USW-Lite-8-POE (52W)	.Ubiquiti Lite 8 PoE / PoE+ Switch				
Retail	1	MD3Y4LL/A	.Apple iPad 11th Gen A16 - 128GB - Wi-Fi Only - Silver				
Retail	1	B0CLS4V8WY	.Heavy Duty Protective Case for iPad (A16) 11th/ 10th Gen 11"/ 10.9 Inch (2025/2022) w/ Screen Protector & AC Stand - Black				
Retail	1		Cable & Hardware Package				
Labor	1		Project Manager				

Type	Qty.	Part Number	Description	Time	Rate	Price	Amount
Labor	2		Installer				
Labor	1		Configuring Technician				
Labor	1		Commissioning Technician				
Rack & Network Control Equipment Total							\$9,817.70
Misc	1		AV Consultation & Design Credit 26-32997	0	Each	-2,500.00	-2,500.00

Notes:

Client will be financially responsible for any tariffs imposed between confirmation of project and arrival of equipment from the manufacturer.

Any electrical work necessary must be supplied and completed by a client provided, licensed electrical contractor. If client does not have access to an electrician, one will be provided at additional cost.

Electrical work to be coordinated with Mercury Sound and Lighting.

Any necessary permits for the execution of the project are the responsibility of the client.

Any required patching and/or painting are to be provided by others.

X

Authorized Signature_____
Date

Subtotal:	\$69,756.99
Delivery:	\$700.00
Sales Tax:	\$0.00
Total:	\$70,456.99
Balance Due:	\$70,456.99

Warranty

The installation work on your system is guaranteed against defects for a period of 90 days from the date installation is completed and acknowledged with your signature on the "Completion of Work" document. Our installation technicians will present the "Completion of Work" document at the end of their final day of installation and training on-site. If the "Completion of Work" document was not signed due to staff availability or not returned electronically, the labor warranty shall be 90 days from the date of the project invoice. This guarantee shall not apply if the equipment installed is damaged due to misuse, use by unauthorized persons, vandalism, theft or accident (including damage to the premises through natural or man-made events, such as fire, storms, construction etc.) Manufacturer warranties are applicable to their respective products and are subject to the terms established and enforced by the manufacturers.

Terms and Conditions

50% deposit required to confirm project. Equipment will be billed upon receipt by Mercury Sound and Lighting from the manufacturer(s). Remaining balance due upon completion. Deposit can be paid by check, bank transfer or credit card. A 3% processing fee will be assessed for any credit card payment.

Pricing is subject to change.

Any design/engineering services, change orders, additional materials or labor necessary to complete the integration of the proposed system will be billed accordingly.

Project execution schedule will be determined upon receipt of equipment from the manufacturer(s) by Mercury Sound and Lighting.

Any associated travel expenses (airfare, rental vehicle, lodging, per diem etc.) will be determined by the project location/ execution schedule and will be billed additionally.

Cancellation of any confirmed project may result in forfeit of deposit and additional charges of any costs incurred by Mercury Sound and Lighting.

If a lift is necessary for installation or any required service (warranty or otherwise), the necessary lift will be billed additionally.

All client supplied equipment is assumed to be functional. If the equipment is found to be insufficient or inoperable, alternative solutions will be reviewed with the client and may result in a change order.

Storage and disposal of any removed, existing equipment is the responsibility of the client, unless otherwise specified.

Mercury Sound and Lighting is not responsible for the performance of, or feature sets related to manufacturer software, applications, UC platforms and/or camera AI-based framing/tracking.

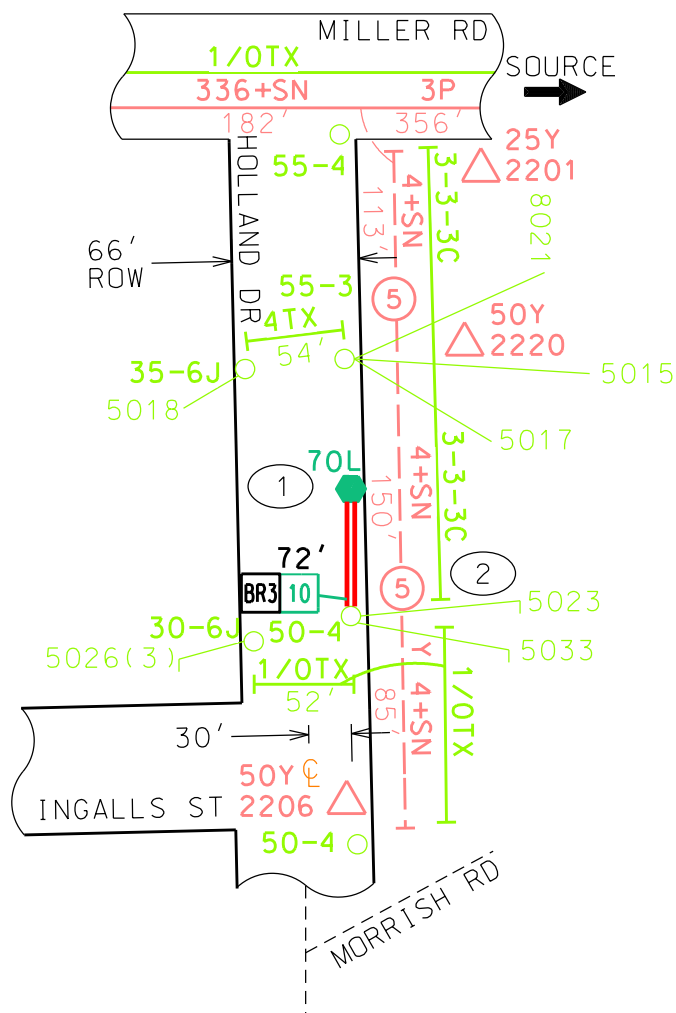
Upon receipt of project confirmation by Mercury Sound and Lighting, the client agrees to the above terms and conditions.

Once again, thank you for your consideration of us on this project. If you have any questions, please contact us.

To confirm this proposal, return this packet to Mercury Sound and Lighting with the signature of an authorized representative of your organization below. This signed proposal packet indicates you are engaging Mercury Sound and Lighting for the services described, that your expectations are accurately reflected, and that you accept the terms and conditions within.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____



① INSTALL

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

② INSTALL

SEC RISER
FIGURE 63-20-1

CONSTRUCTION NOTES

ALL ORNAMENTAL FIBERGLASS
POLES ARE DIRECT BURY

CREW TO POINT CUT OFF LIGHT
TOWARDS ROADWAY

BORE CONTRACTOR TO PROVIDE
3" RED HDPE SDR11 DUCT

LOC 1&2 SOURCE TLM:2206

UNDERGROUND LEGEND

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

METER ORDER NUMBER		METER NUMBER
_____		_____
READ		METER LOCATION
_____		---
CONSUMERS ENERGY CONTACTS		
DEPARTMENT	NAME	NUMBER
COORDINATOR	GABRIEL POLETTI	810-760-3485
DESIGNER	SYDNEY BARKER	810-358-9943

CE SUPERVISOR:
MIKE BOSTWICK 810-760-3312

READ		METER LOCATION		5023 HOLLAND DR ECNC STL				
-----		--		CM NO.100008372723				
CONSUMERS ENERGY CONTACTS				ORDER TYPE	MAT. TYPE	NOTIFICATION NUMBER	DESIGN NUMBER	ORDER NUMBER
DEPARTMENT	NAME		NUMBER	ECNC	STL	1076886571	11929496	_____
COORDINATOR	GABRIEL POLETTI		810-760-3485	_____	_____	_____	_____	_____
DESIGNER	SYDNEY BARKER		810-358-9943	_____	_____	_____	_____	_____
CE STAKING REQ'D ☐ Yes ☒ No			TLM NUMBER	# OF RODS	OHMS	JOB PURPOSE:		
FORESTRY REQ'D ☐ Yes ☒ No			0655012206			INSTALLATION OF DECORATIVE STREETLIGHT FOR CITY OF SWARTZ CREEK		
 A CMS Energy Company ELECTRIC			SUBSTATION		WD NO.		UPSTREAM SECTIONALIZING DEVICE:	
			SWARTZ CREEK_____		0398			
			CIRCUIT		CKT NO.		TLM:2206	
			WINCHESTER_27_____		03		LOCATION: SEE PRINT	
SHEET A		Sheet # of _1	SCALE 1"=100'	September 10, 2026				
GENESEE		CO		GAINES		TWP	T 06N R 05E SEC. 01	

September 10, 2026

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.

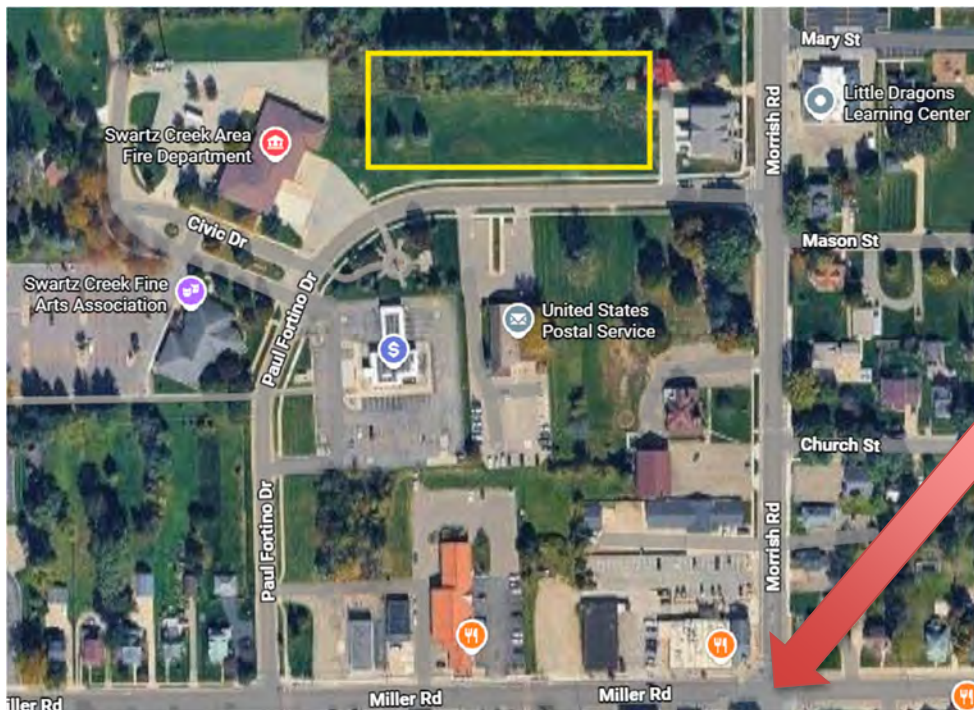
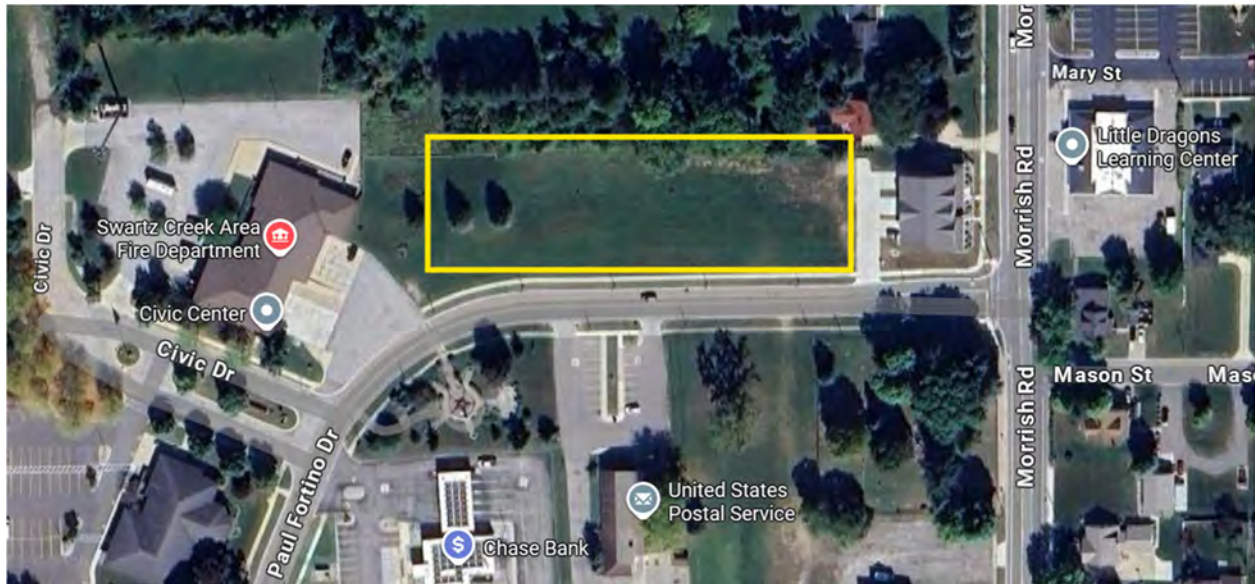
Each unit will be a new construction, fully-finished 3 bedroom, 2.5 bathroom and roughly 1800 square feet single-family for-sale condominium. Each unit has a 2-car garage with a 2-car driveway pad in front of the garage spaces. The intention is to build all 12 units (phases 2-5 of the project; phase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

100
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 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.

- 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:

- 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

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

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

- 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

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

[Signatures on Next Page]



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 _____