

SWARTZ CREEK DDA

Regular Meeting Agenda

Downtown Development Authority, Thursday, October 8, 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, October 8, 2026

5. MOTION TO APPROVE MINUTES:

5A. Board Meeting, September 10, 2026

6. REPORTS & COMMUNICATIONS:

Page No:

6A. Resolutions

02

6B. September 10, 2026 Minutes

10

6C. October 8, 2026 Meeting Letter

14

6D. Holland Drive Second Draft Lighting Design & Cost

16

6E. Brewer Townhome Incentive Proposal & Draft Agreement

39

7. MEETING OPENED TO THE PUBLIC:

7A. General Public Comments

8. BUSINESS:

8A. Brewer Incentive Application Consideration

02

8B. Holland Drive Consumers Energy Lighting Agreement

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, OCTOBER 8, 2026

Resolution No. 261008-01

AGENDA – October 8, 2026

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the agenda for the October 8, 2026 Downtown Development Authority meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 261008-02

MINUTES – September 10, 2026

Motion by Board Member: _____

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

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 261008-03

**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

WHEREAS, the Agreement directs the SCDDA to conduct a number of functions, and the SCDDA Board desires to administer this process through a committee for the purpose of expedience and efficiency, as appointed from time to time; 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.

BE IT FURTHER RESOLVED, that the DDA appoints the follow individuals to act on behalf of the SCDDA as required in the Agreement:

1. City Manager
2. DDA Chair
3. City Community Development Director
4. _____
5. _____

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 261008-04

**RESOLUTION TO APPROVE ADDITIONAL
LIGHTING FOR HOLLAND DRIVE**

Motion by Board Member: _____

WHEREAS the City of Swartz Creek provides for street lighting and pedestrian lighting for public streets and other public places in the city through an agreement with Consumers Energy; and

WHEREAS, such lighting can take the form of overhead lighting, decorative lamps, and other forms; and

WHEREAS, the finds that Holland Drive would benefit from the addition of decorative lighting as a means to illuminate a dark stretch of road and to improve the appearance of the area; and

WHEREAS, the DDA has reviewed options for the addition of one or two lights on the east side of Holland Drive.

NOW THEREFORE, BE IT RESOLVED, the Swartz Creek Downtown Development Authority recommends the city council amend their street lighting contract with Consumers Energy to add one additional decorative street light on Holland Drive as outlined in the proposal, dated September 16, 2026 and included in the October 8, 2026 packet.

BE IT FURTHER RESOLVED, the Swartz Creek Downtown Development Authority agrees to pay the quoted \$5,705.80 fee, plus a 15% contingency, for the light installation, conditioned upon the city's acceptance of the light on the city lighting contract, such funds to be appropriated from DDA fund balance and expensed from the DDA's streetscape account.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 261008-05

ADJOURN

Motion by Board Commission Member: _____

I Move the Swartz Creek Downtown Development Authority adjourns the October 8, 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, OCTOBER 8, 2026, 6:00 P.M.**

The regular virtual meeting of the City of Swartz Creek park board is scheduled for **October 8, 2026** starting at 6:00 p.m. The meeting will be conducted in person and also made available to the general public under rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact city hall, 810.635.4464 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

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

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

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

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

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



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

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

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

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

Topic: DDA- Downtown Development Authority Meeting

Time: October 8, 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
SEPTEMBER 10, 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, Chris Stritmatter (Attorney), Justin Sprauge (OHM)

Others Present: Emma McNally, Brett Jory

APPROVAL OF AGENDA AND MINUTES:

Resolution No. 260910-01

(Carried)

Motion by Board Member Henry
Second by Board Member Barclay

I Move the Swartz Creek City Downtown Development Authority approves the agenda for the September 10, 2026 meeting, reversing the order of all business items to accommodate public attendance of petitioners.

Motion Carried by unanimous voice vote.

Resolution No. 260910-02

(Carried)

Motion by Board Member Kelley
Second by Board Member Barclay

I Move the Swartz Creek City Downtown Development Authority approves the minutes from the August 13, 2026, Downtown Development Authority Meeting as written.

Motion Carried by unanimous voice vote.

REPORTS AND COMMUNICATIONS:

Mr. Zettel had nothing to add.

MEETING OPEN TO PUBLIC:

Justin with OHM is here for questions and assistance.

MAKE A MORNING OF IT

Mrs. McNally described her coffee tasting event for Holland Square that is proposed for November 21st. There were questions about how the funds would be used and if, as a business, she would be contributing to a charity or other purpose. The board had some reservations about supporting a business instead of a charity.

The board authorized staff to co-promote use of Holland Square for other events in tandem with this event, if it is approved.

Resolution No. 260910-03

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

Motion by Board Member: Henry
Second by Board Member: Parenteau

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.

Roll Call Vote

Yes: Henry, Beedy, Gardner, Kelley, Parenteau, Kallas

No: Barclay

Motion Carried.

BREWER INCENTIVE APPLICATION CONSIDERATION

Mr. Zettel, Mr. Jory, Mr. Sprauge, and Mr. Stritmatter explained the project and agreement. There was discussion among the board. It was decided that the agreement would not be approved at the meeting but there was consensus to proceed with a final draft for the next meeting. The agreement would need to include a schedule of expenses as an exhibit and a third party dispute resolution clause.

If approved, the DDA would also need to resolve to create a committee to audit the sales and construction costs.

MERCURY SALES QUOTE CONSIDERATION

Mr. Beedy explained the quote and product. Mr. Kelley asked if a longer warranty was possible.

**RESOLUTION TO APPROVE LIGHTING AND
SOUND EQUIPMENT AND INSTALLATION
FOR HOLLAND SQUARE**

Motion by Board Member: Parenteau
Second by Board Member: Henry

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.

Roll Call Vote

Yes: Henry, Beedy, Gardner, Kelley, Parenteau, Kallas

No: Barclay

Motion Carried.

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

MEETING OPEN TO PUBLIC:

No comment.

REMARKS BY BOARD MEMEBERS:

Nate Henry: It is time to replace the Holland Square light.

Mr. Beedy: Thanked the board for their efforts.

James Barclay: Noted that the pergola was built on the wrong side of the lot and gets to much sun.

Jeffrey Kelly: He is not pleased with the concrete work at the pergola.

ADJOURN

Meeting declared adjourned at 7:30 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: October 1, 2026

To: DDA Board Members
From: Adam Zettel
RE: October 8, 2026 DDA Meeting

Hello everyone,

There will be a meeting of the DDA at 6:00 p.m. on Thursday, October 8, 2026. In following with our last two meetings, we have a draft agreement for the Brewer Townhome project as well as the Consumers Energy Lighting proposal for Holland Drive.

Bicentennial/Holland Drive Lighting

Based on comments from the August 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 and pricing in the packet.

As it stands, the DDA can look to seek one or two lights on Holland. I am including the old proposal as well. Given the location of some overhead lights, it appears one light should be agreeable to achieving the DDA's street lighting goals. Note that any amendment is ultimately up to the city council. So, while the DDA may be agreeable to paying for a light installation, the council still needs to agreement to take on monthly charges and to amend their contract as attached.

I am including a resolution in the affirmative to recommend approval of a single street light for Holland Drive.

In addition, we are considering options for string lighting for Holland Drive and/or the park. We discussed this at the park board an 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 DDA board conducted a full review of the incentive agreement at their September meeting. I am including the revised agreement in the packet. I am also including a resolution in the affirmative that identifies the committee responsible for overseeing the DDA's review obligations in the draft agreement. Note that any approval is conditioned upon the city council.

The previous report follows (for noted communications, see the September packet).

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, appearing to read "Adam Zettel", with a stylized flourish at the end.

Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org



A CMS Energy Company

CEM Support Center

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

July 16, 2026

Consumers Energy Two Light Option (Reviewed in August)

NOTIFICATION #:
1076886571

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

REFERENCE: 5023 HOLLAND DR, SWARTZ CREEK

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

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

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

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

Gabriel Poletti at 810-760-3485 .



A CMS Energy Company

Dear New Electric Customer:

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

CUSTOMER RESPONSIBILITIES

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

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

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

Gabriel Poletti at 810-760-3485

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



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

Amount Due: \$10,282.50

Please pay by: July 30, 2026

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

Account: 3000 2633 2951

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

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	2.0 EA	\$230.00	\$460.00
Electric Streetlights-Trench Base	1.0 EA	\$850.00	\$850.00
Electric Streetlights-Trench	10.0 EA	\$2.25	\$22.50
Electric Streetlights-Avery Cutoff	2.0 EA	\$1,075.00	\$2,150.00
Electric Streetlights-Fluted Pole	2.0 EA	\$3,400.00	\$6,800.00
TOTAL DUE:			\$10,282.50

See Page 2 for Payment Options.

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

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

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



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

PREPAYMENT REQUEST

Account: 3000 2633 2951

Amount Due: \$10,282.50

Please pay by: July 30, 2026

Enclosed:

Ways to pay your nonenergy bill:



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



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



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



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



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

Contract Number: 103033446230

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

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

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

Notification Number(s): 1076886571

Comments: 11902298

City of SWARTZ CREEK CITY

By: _____

(Signature)

(Printed)

Its: _____

(Title)

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

RESOLUTION

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

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

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

STATE OF MICHIGAN
COUNTY OF GENESEE

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

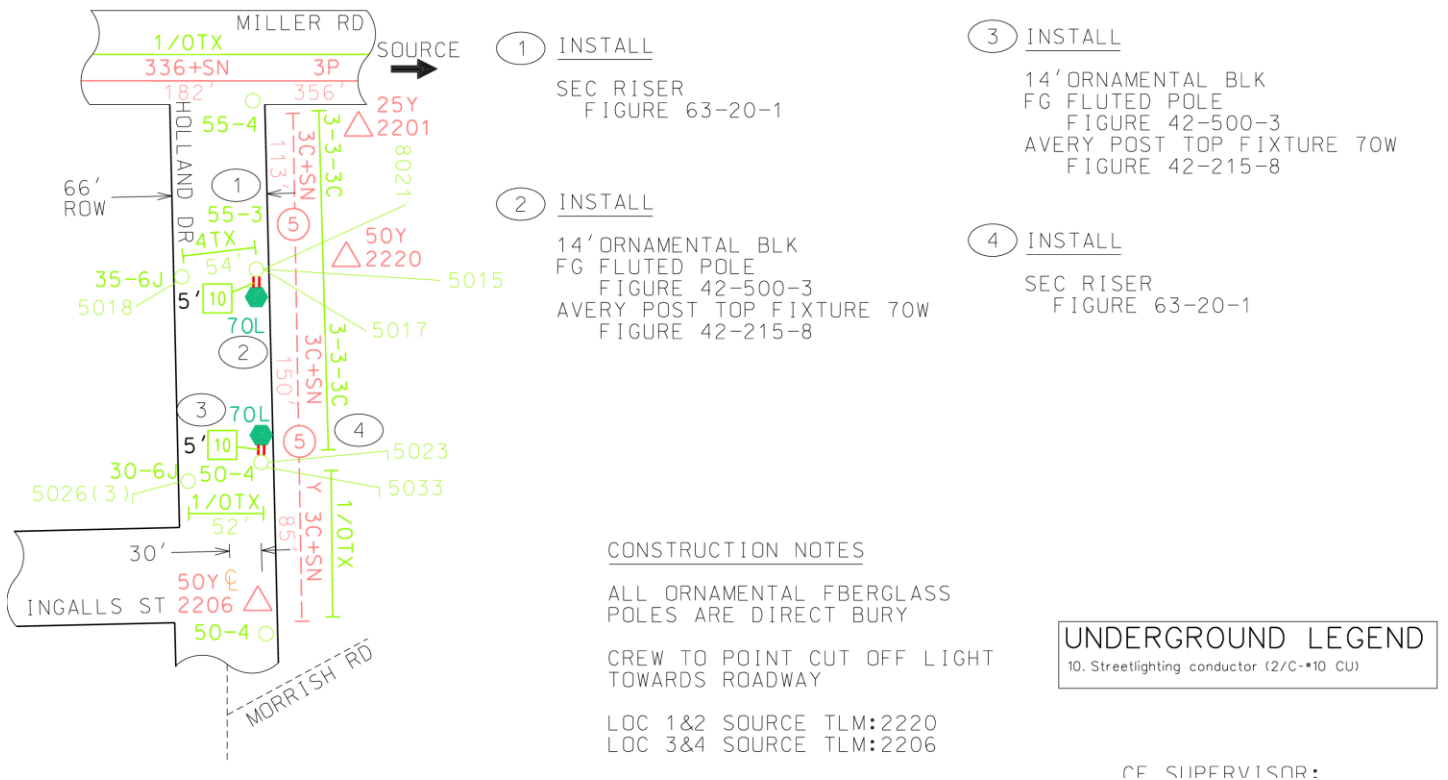
☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

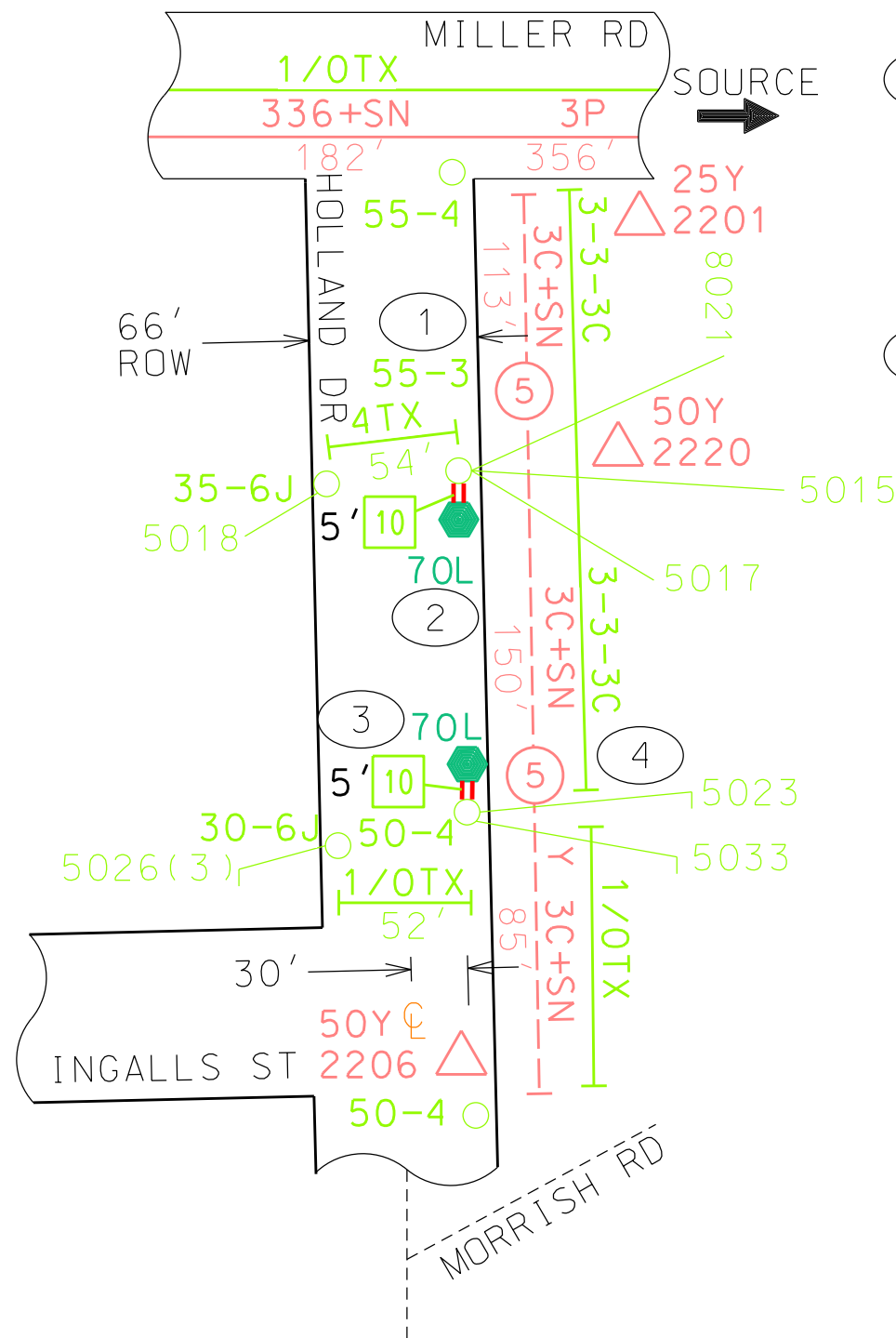
Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

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





① INSTALL
SEC RISER
FIGURE 63-20-1

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

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

④ INSTALL
SEC RISER
FIGURE 63-20-1

CONSTRUCTION NOTES

ALL ORNAMENTAL FBERGLASS
POLES ARE DIRECT BURY

CREW TO POINT CUT OFF LIGHT
TOWARDS ROADWAY

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

UNDERGROUND LEGEND

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

CE SUPERVISOR:
MIKE BOSTWICK 810-760-3312

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

JOB PURPOSE:

INSTALLATION OF DECORATIVE
STREETLIGHT FOR CITY OF
SWARTZ CREEK

UPSTREAM
SECTIONALIZING DEVICE:
SEE NOTES
LOCATION:
SEE PRINT

CONSUMERS ENERGY CONTACTS

DEPARTMENT	NAME	NUMBER
COORDINATOR DESIGNER	GABRIEL POLETTI SYDNEY BARKER	810-760-3485 810-358-9943



A CMS Energy Company

CEM Support Center

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

September 16, 2026

Consumers Energy One Light Option

NOTIFICATION #:
1076886571

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

REFERENCE: 5023 HOLLAND DR, SWARTZ CREEK

Dear Valued Customer,

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

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

The estimated cost for your energy request is as follows:

Non Refundable Agreement for Installation of Electric Facilities:

Winter Construction Costs:	\$	-
Installation Charge:	\$	5,705.80
Additional Costs		
Total Estimated Cost:	\$	5,705.80
Less Prepayment Received:	\$	-
Total Estimated Cost Due:	\$	5,705.80

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

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

Gabriel Poletti at 810-760-3485 .

October 2025

Regarding: Important Change to Debit and Credit Card Payments for Non-Energy Accounts.

Dear Customer,

Beginning **November 19, 2025**, Consumers Energy will implement a convenience fee for debit, credit card and guest ACH payments made to **non-energy accounts**. A **\$9.99 fee per transaction** will apply, and each transaction will be limited to **\$2,500**.

You can make payments **without incurring the fee** by mailing a check, mailing a money order, or by logging into your authenticated customer account using ACH for payment.

Ways to Pay for Construction Billing

- **Online:** ConsumersEnergy.com/GuestPay
- **By Phone:** 866-329-9593
- **By Mail:**
CEM Support Center
Consumers Energy
Lansing Service Center Room 122
530 W Willow St
Lansing, MI 48906-4754

As a valued partner, you can count on us to keep you informed of important updates. If you have any questions during this transition, please contact the project coordinator assigned to your job.

We appreciate your business and look forward to continuing to build safe and reliable communities across Michigan with your support.

Your Partners,
Consumers Energy



A CMS Energy Company

Dear New Electric Customer:

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

CUSTOMER RESPONSIBILITIES

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

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

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

Gabriel Poletti at 810-760-3485

Customer Site Readiness Photo Instructions Electric Overhead and Underground Service



Before Consumers Energy can install your service, your site must pass the Company's site readiness check. To prepare for this milestone, you must return a signed and completed **GO-READY Checklist** (attached to your invoice) along with site readiness photos.

Submit the checklist and photos to email address: <mailto:poboxservicerequest@cmsenergy.com> or to your assigned project coordinator. In the subject line, include the site address and the Consumers Energy assigned notification number.

Site readiness photo submission is a regulatory requirement. When submitting, follow the requirements in this document.

Requirements for Site Readiness

For electric metering requirements, refer to [Electric Service and Metering Information and Requirements, Section 10-12](#).

New Business Electric Service

- Meter socket inspection and approval is required. Acceptable approval methods are a sticker on the meter socket, or an email or verbal approval from your inspector.
- Electrical metering equipment shall not be adjacent to gas pipes or closer than 3 feet to a gas meter and/or fuel source.
- If there are multiple meters, the meter sockets must be labeled with the address or unit number using address stickers or Consumers Energy aluminum meter tags.
- Site must be (at a minimum) to rough grade. Meter must be installed 3 feet 6 inches to 5 feet above final grade.
- Permanent services must be installed securely on the residence and temporary power will be removed.
- The customer shall furnish suitable support for CE service drop attachment and in no case will CE be responsible for the damage to any building or structure to which a service drop attachment is made.
- Meter location must maintain 5 feet of horizontal and 3 feet of vertical clearance to decks, fire escapes, or other similar installations.
- Meter and mast location must maintain 3 feet of clearance to windows in any direction for overhead electric service.
- Meter base is to be securely installed at a Consumers Energy approved location on the customer's premise.
- A 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customers' switchboards, cubicles, or metal frames without obtaining the Company's approval.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- Meters and customer service equipment for two or more customers occupying apartments or offices in the same building are to be grouped in one location.
- The service equipment must be readily accessible and shall not be located in areas where the only entrance is through a trapdoor, by ladder, or in any location difficult to enter in an emergency, nor in wet, dirty, or cramped areas.
- The customer shall install the metering equipment and pedestal to meet the minimum clearance requirements below unless Consumers Energy requires a greater clearance.
 - 3 feet minimum around the metering pedestal.
 - 5 feet minimum in front of the metering equipment.
- Private utilities must be marked.

Electric Meter/Service Relocate

Follow the requirements for New Business.

- Meter will not be installed in a new location unless the customer's meter socket is visible in submitted photos. Otherwise, if the Project Coordinator releases the work to be completed by our distribution crews, then only the new service line will be installed.
 - The customer will be without a meter and electric supply to their property until the customer's meter socket is installed and the Project Coordinator is notified of the installation.
- If the meter is not being relocated or coordination is for the same day, communication to be facilitated with Project Coordinator.

Consumers Energy
One Energy Plaza
Jackson, MI 49201

Count on Us

Electric Meter Upgrade

- Meter location to show current meter/meter bracket.
- Photo must be taken at least 5 feet back to show a clear view of the meter location from ground to meter or overhead service to meter depending on the type of service installed at said location.
- If the service wire needs to be upgraded, a 12-foot-wide clear proposed service pathway is required from the meter location to the source for direct-buried underground service. If a 12-foot clearance is not possible due to lot size/constraints, identify the maximum width of the clear path and discuss alternate installation methods with your Project Coordinator.

Electric Meter Set

Follow the requirements for Meter Upgrade.

- The customer must inform Consumers Energy specifically which meter(s) need(s) to be set for the initial request.
- Customer supplied pedestal must be installed for mobile homes, basement homes and well houses. Pedestal must conform to CE requirements. Contact your Project Coordinator for Consumers Energy's electric meter pedestal requirements.
- Multi-meter/brackets are not to be mounted on customer's switchboards, cubicles, or metal frames without obtaining the Company's approval.
 - All newly constructed private families (i.e., single-family homes) and multifamily (i.e. apartments) shall have separately metered households.
 - Multiple meters, the meter socket must be labeled with the address or unit number.
 - The meter bank area is clear of debris.

Retire/Renew Electric Service

Follow the requirements for New Business.

- The meter area and service path must be clear of debris to retire the service. Crews must be able to access the service/meter.

Temporary Electric Service

Follow the requirements for New Business.

- See requirements in [Electric Service and Metering Information and Requirements](#), Section 10-4-3, Temporary Service.

Photo Instructions – Electric

Site readiness photo submission is a regulatory requirement.



Rough grade.



Clear pathway from meter location to street.



Private utilities marked or flagged.



Meter location marked.



Meter installed 3 feet 6 inches to 5 feet above final grade.



Multiple meter labelling. Meters must be labelled with address or unit number.



Approved overhead service, meter set only.



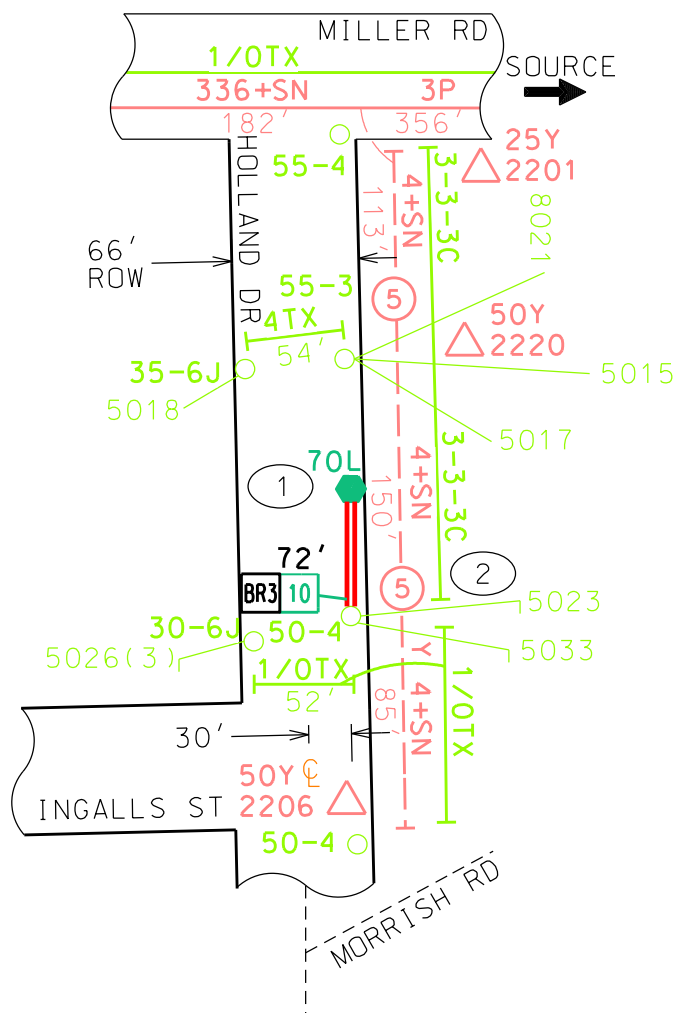
Approved overhead permanent service and clear path.



Approved overhead temporary service and a clear path.



Meter socket inspection sticker.



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

5023 HOLLAND DR ECNC STL	
CM NO.100008372723	
CONSUMERS ENERGY CONTACTS	
ORDER TYPE	MAT. TYPE
ECNC	STL
NOTIFICATION NUMBER	DESIGN NUMBER
1076886571	11929496
ORDER NUMBER	
CE STAKING REQ'D	☐ Yes ☒ No
FORESTRY REQ'D	☐ Yes ☒ No
TLM NUMBER	0655012206
# OF RODS	
OHMS	
JOB PURPOSE:	INSTALLATION OF DECORATIVE STREETLIGHT FOR CITY OF SWARTZ CREEK
SUBSTATION	SWARTZ CREEK
WD NO.	0398
CIRCUIT	WINCHESTER 31
CKT NO.	03
UPSTREAM SECTIONALIZING DEVICE:	TLM:2206
LOCATION:	SEE PRINT
DATE	October 8, 2026
GENESEE	CO
GAINES	TWP
T 06N R 05E SEC. 01	

PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED

TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:

POBoxCEServiceRequest@cmsenergy.com

☐

AGREEMENT FOR INSTALLATION (Please return all pages of contracts)
(Form 93, Form 94 and Form 95 - 2 Page Document Each)
(Form 861, Form 862 and Form 230 - 4 Page Document Each)

☒

PAYMENT WITH INVOICE STUB
(BOTTOM STUB IS REQUIRED FOR PROCESSING)

☐

REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE

☒

STANDARD LIGHTING CONTRACT (MUST BE CERTIFIED BY CLERK)
EMAIL STREETLIGHT CONTRACTS TO:
street_lighting@cmsenergy.com

☐

SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT
(PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)

☒

GO READY FORM (FORM 1250)
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

☒

SITE READY PHOTO(S)
TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:
POBoxCEServiceRequest@cmsenergy.com

☐

OTHER:

ELECTRIC SERVICE NOTIFICATION:

GAS SERVICE NOTIFICATION:

ELECTRIC OH DISTRIBUTION NOTIFICATION:

ELECTRIC UG DISTRIBUTION NOTIFICATION:

GAS MAIN NOTIFICATION:

STREETLIGHT NOTIFICATION:

1076886571



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

Contract Number: 103033446230

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

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

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

Notification Number(s): 1076886571

Comments: 11902298

City of SWARTZ CREEK CITY

By: _____

(Signature)

(Printed)

Its: _____

(Title)

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

RESOLUTION

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

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

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

STATE OF MICHIGAN
COUNTY OF GENESEE

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

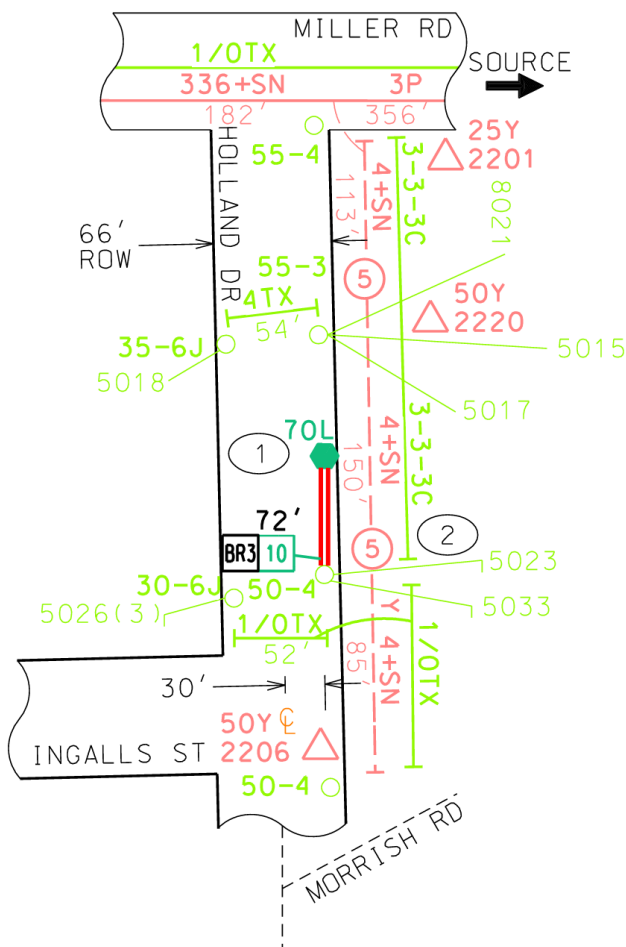
☐ commission ☐ council ☐ board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL UNMETERED LIGHT EMITTING DIODE LIGHTING RATE GU-LED

- (1) 70 watt LED White Post Top Avery to Install at location LOC 2 ON HOLLAND BETWEEN INGELLS AND MILLER RD;



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)



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

Amount Due: \$5,705.80

Please pay by: September 30, 2026

Invoice Number	9328896944
PO Number	
PO Date	
Bill Date	09/16/26

Account: 3000 2633 2951

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

NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Streetlights-CIAC	1.0 EA	\$230.00	\$230.00
Electric Boring Charges	72.0 EA	\$13.90	\$1,000.80
Electric Stlts-CIAC LED Avery Cutoff	1.0 EA	\$1,075.00	\$1,075.00
Electric Streetlights-Fluted Pole	1.0 EA	\$3,400.00	\$3,400.00
TOTAL DUE:			\$5,705.80

See Page 2 for Payment Options.

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

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

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



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

PREPAYMENT REQUEST

Account: 3000 2633 2951

Amount Due: \$5,705.80

Please pay by: September 30, 2026

Enclosed:

Ways to pay your nonenergy bill:



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



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



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



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

GO-READY Checklist Natural Gas & Electric Request

This form is required to schedule your service installation, retirement, or relocate request. If any of the requirements below are not met upon our arrival, Consumers Energy reserves the right to reschedule your project.



Complete the section below based on your type of service (Permanent Retirement or Install/Relocate/Partial Retirement) request.

Check all requirements on the applicable checklist before returning this document.

Return this completed checklist by email poboxceservicerequest@cmsenergy.com (preferred), Fax: 517-374-2424, or to your assigned project coordinator. *If none of these options are available, mail your completed checklist to: Consumers Energy, WM&CD Support Center, Lansing Service Center, Room 122, 530 W. Willow St., Lansing, MI 48906*

Customer Information			
Notification Number:	1076886571		
Service Address:	5023 HOLLAND DR, SWARTZ CREEK		
Has your payment been submitted to Consumers Energy?	☐ Yes	☐ No	☐ N/A

Permanent Retirement			
Type of Retirement:	☐ Electric	☐ Gas	☐ Both
Is the site ready for retirement?	☐ Yes	☐ No	
Printed Name:			
Signature:			Date:

Install, Relocate, and Partial Retirements		
	Yes	N/A
Has your gas meter location been clearly marked and/or your electric meter socket properly installed at the agreed upon location?	☐	☐
Has your electric meter been inspected and approved by the local city/township inspector?	☐	☐
Is the site at rough grade (within 3" of final grade)?	☐	☐
Is a 12-foot-wide path clear of debris and construction equipment?	☐	☐
Are site ready photos included? Submit site ready photos with this checklist, see Customer Site Readiness Photo Instructions (attached) for photo submission requirements.	☐	☐
Is the site ready for partial retirement?	☐	☐
Are you ready for your temporary electric service to be removed when permanent service is turned on? If not ready, please wait to return this form. (Select N/A if you arranged a separate temporary service with your Project Coordinator or are Gas Only project.)	☐	☐
Type of partial retirement	☐ Electric	☐ Gas
	☐ Both	☐ N/A

Private Underground Facility								
Reduce the risk of damage by making Consumers Energy aware of any privately owned underground facilities or buried obstructions by clearly identifying the facility location. Mark or expose the following facilities or obstructions including, but not limited to:								
	Yes	N/A		Yes	N/A		Yes	N/A
Septic tank (existing or future)	☐	☐	Underground yard lighting	☐	☐	Conduit	☐	☐
Drain field (existing or future)	☐	☐	Sprinkler systems	☐	☐		☐	☐
Well (existing or future)	☐	☐	Electronic dog fence	☐	☐		☐	☐
Additional Comments:								
These facilities must be marked with stakes, spray paint, or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to privately owned underground facilities that are not properly marked before service installation. After services are installed, excavation will be backfilled. Final restoration to private/customer-owned property is your responsibility.								

Printed Name:

Signature:

Date:

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

Owner's
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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 the Gap Amount 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 the Gap Amount for each unit developed 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 in accordance with the City of Swartz Creek Tax Abatement and Incentive Policy:

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

Owner's
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Page 2 of 12

SCDDA's
Initials

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

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

- a. The Owner shall have sole responsibility to advance the funds to pay for the completion of the Project. The amount to be repaid to Owner through captured TIF revenues shall be the expended total of Reimbursable Activities by Owner minus the amount paid for an individual developed unit subject to this Agreement. The amount shall be referred to as the “Gap Amount” and shall be submitted for approval by the SCDDA, with input from City officials and consultants, to verify the Reimbursable Activities by Owner and proof of the arm’s length transaction for the sale of the unit. The total Gap Amount repaid to Owner shall not exceed \$630,000. Upon the completion of the developed unit 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 Reimbursement Activities as provided herein, nor shall payment 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

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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 in order to establish the Gap Amount once a unit is sold. A duly authorized representative of the Owner shall sign the Reimbursement Request to be reviewed by City officials and consultants, and approval by the SCDDA, or committee designated by the SCDDA to review and approve Reimbursement Requests.

- 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 the Gap Amount 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 Gap Amount paid back to the Owner shall accrue at an interest rate of 6% per annum and paid to the Owner in addition to the Gap Amount.
- e. Payment of Gap Amount 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 is current on all real property taxes due on the portion of the Property it owns.
 - ii. The Owner is not in Default under this Agreement.
 - iii. The Owner shall provide written proof of payment arising from performance of Reimbursable Activities and proof of an arm's length transaction.
- g. The Owner shall notify the SCDDA of the completion of each unit for which reimbursement may be sought under this Agreement and will execute and deliver to SCDDA a Certificate of Completion of the unit, in the form attached hereto as Exhibit C, after the date of completion of all of the Reimbursable Activities for which reimbursement is sought for the Gap Amount under this Agreement.
- h. The Owner shall receive 90% of the TIF capture by the SCDDA for each completed unit developed under this Agreement. The following twelve units identified by the parcel number 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. **Dispute Resolution.** Any dispute, controversy, or claim arising from this Agreement, including its interpretation, performance, enforcement, breach, or termination, the Parties shall first attempt in good faith to resolve the dispute through their respective legal counsel.

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If counsel cannot resolve the dispute, either Party may send the other Party written notice requesting mediation. Within twenty-one (21) days after the other Party receives the notice, the Parties shall mediate the dispute with a neutral third-party mediator whom they jointly select. The Parties may agree in writing to extend that deadline.

The Parties shall split the mediator's fees and mediation costs equally. Each Party shall pay its own attorney fees and other expenses related to the mediation.

Each Party shall participate in the mediation in good faith and shall ensure that a representative with authority to resolve the dispute attends the mediation. If mediation does not resolve the dispute, either Party may pursue any available legal or equitable remedy in a court of competent jurisdiction. Either Party may also seek temporary or emergency injunctive relief before mediation when necessary to preserve the status quo or prevent immediate and irreparable harm.

4. 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

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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 undisclosed relationship exists prior to completing any sale or transfer. Any disclosed conflict of interest may be waived by the SCDDA if determined that the sale or transfer is the result of an arm's length transaction.

- 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.

5. **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.

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 the Gap Amount by the Owner for each unit developed under this Agreement;
- 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 each unit, in connection with remediation or development of the Property.

The SCDDA may, in accordance with a final unappealable order of a court of

Page 7 of 12

Owner's
Initials

SCDDA's
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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

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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 each completed unit's Gap Amount 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:

Page 9 of 12

Owner's
Initials

SCDDA's
Initials

- 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 understands that all documentation submitted by Owner to the City of Swartz Creek and the SCDDA are subject to 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 Owner as it relates to this Agreement, Reimbursement Activities and supporting documentation for determining the Gap Amount, or their application and submissions for consideration under Swartz Creek's Tax Abatement and Incentive Policy.
- 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.

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- 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.

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1. 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 Counsel for Swartz Creek:
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

With copy to Counsel for Owner:
Rizik & Rizik, PLC
9400 South Saginaw St. Suite E
Grand Blanc, MI 48439
Attn: George Rizik
[Signatures on Next Page]

Owner's
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Schedule of Valu

Section	Category	RBF EST	CO
General			
G-1	Land	\$ 60,000.00	
G-2	Surveying, Foundation and Grade Plans	\$ 2,500.00	
G-3	Blueprints	\$ 500.00	
G-4	Printing And Reproduction	\$ 100.00	
G-5	Bldg. Permits & Bonds	\$ 3,600.00	
G-6	Soil Erosion Permit	\$ 1,200.00	
G-7	Soil Erosion Bond	\$ 200.00	
G-8	Zoning Permit	\$ -	
G-9	Sewer and Water Tap Fees	\$ 9,800.00	
G-10	Soil and Material Testing	\$ -	
G-11	Builders Risk Policy	\$ 2,100.00	
G-12	Clean-up & Misc. Cost / Barricading	\$ 6,000.00	
G-13	Utilities - (Temp, Gas and Electric Service)	\$ 3,000.00	
G-14	Porta-Jon	\$ 1,000.00	
G-15	Dumpsters	\$ 2,500.00	
Site Work			
S-1	Mud Mat	\$ 1,200.00	
S-2	Soil Erosion Control	\$ 1,000.00	
S-3	Excavation	\$ 7,500.00	
S-4	Spoils Removal	\$ 3,000.00	
S-5	Sewer / Septic	\$ 6,500.00	
S-6	Water Line	\$ 4,500.00	
S-7	Sump Line / Downspout Drains	\$ 4,500.00	
S-8	Foundation Block or Concrete with Anchors	\$ 55,000.00	
S-9	Fill Sand	\$ 4,000.00	
S-10	Concrete Approach and Parking	\$ 9,000.00	
S-11	Concrete Sidewalk, Porch, and Stoops	\$ 7,500.00	
S-12	Landscaping	\$ 8,000.00	
Exterior Work			
E-1	Framing Materials	\$ 100,000.00	
E-2	Framing, Door and Window Labor	\$ 50,000.00	
E-3	Steel Beams and Posts	\$ 4,000.00	
E-4	Vinyl Windows	\$ 28,000.00	
E-5	Exterior Doors	\$ 9,000.00	
E-6	Garage Door	\$ 12,000.00	
E-7	Roofing Material	\$ 14,000.00	
E-8	Roofing Labor	\$ 8,000.00	
E-9	Siding Material	\$ 26,000.00	
E-10	Siding Labor	\$ 16,000.00	
E-11	Gutters and Downspouts	\$ 4,000.00	
E-12	Brick / Block / Cultured Stone & Sills	\$ 7,500.00	
E-13	Brick, Block and Stone Labor	\$ 13,000.00	
E-14	Decking Material and Rails	\$ 18,000.00	

E-15	Deck Labor	\$	6,000.00	
	Interior Work			
I-1	Concrete Floor and Garage Floor	\$	14,000.00	
I-2	Mechanical - Rough and Finish	\$	33,000.00	
I-3	Electrical - Rough / Finish + Fixture Allowance	\$	44,500.00	
I-4	Plumbing - Rough / Finish + Fixture Allowance	\$	54,000.00	
I-5	Insulation - Cellulous	\$	15,000.00	
I-6	Drywall - 5/8" Type X Ceilings and 1/2" Walls	\$	52,275.00	
I-7	Drywall - Shaftwall	\$	13,500.00	
I-8	Painting - Interior Walls	\$	20,000.00	
I-9	Kitchen Cabinetry - Materials / Hardware / Labor	\$	40,100.00	
I-10	Countertops - Granite / Solid Surface	\$	19,000.00	
I-11	Interior Doors and Trim Materials	\$	17,500.00	
I-12	Door Handles and Accessories	\$	2,000.00	
I-13	Closet Materials	\$	6,000.00	
I-14	Specialty Wood Materials / Railings	\$	2,000.00	
I-15	Finish Carpentry - Labor (Cabinets, Doors and Trim)	\$	21,000.00	
I-16	Flooring - Solid Surface	\$	16,000.00	
I-17	Flooring - Carpeting	\$	12,000.00	
I-18	Flooring - Tile	\$	4,000.00	
I-19	Specialty - Tile Labor	\$	14,000.00	
I-20	Shower Glass	\$	6,000.00	
I-21	Bathroom Mirrors, Towel & TP Holders	\$	3,000.00	
	RBF Construction/Holdings			
R-1	Site Supervision	\$	30,000.00	
R-2	Construction Management	\$	65,000.00	
R-3	Office Management	\$	6,000.00	
R-4	Real Estate Commission 6%	\$	62,000.00	
R-5	Other Closing Costs (Title company)	\$	4,500.00	
TOTAL COST		\$	1,096,075.00	\$ -

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Pay Out 1 Pay Out 2 Pay Out 3 Pay Out 4 Total Owed

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G702

APPLICATION and CERTIFICATE for PAYM

To:

Project: Brewer Townhome:

From: RBF Holdings, LLC
1411 W. Hill Rd
Flint, MI 48507

Contract For: RBF Construction/Holdings -1 Triplex / 3 Units Architect:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet, G703, is attached.

1	ORIGINAL CONTRACT SUM	\$1,096,075.00
2	Net Change By Change Orders	\$ -
3	CONTRACT SUM TO DATE	\$1,096,075.00
4	TOTAL COMPLETED AND STORED TO DATE	\$ -
5	RETAINAGE (Total to Date)	\$ -
6	TOTAL EARNED LESS RETAINAGE	\$ -
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ -
8	CURRENT PAYMENT DUE	\$ -
9	BALANCE TO FINISH, INCLUDING RETAINAGE	\$1,096,075.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Orders	\$ -	

MENT

s

Application #:

Distribution To:

Application Date:

Period To:

Project #:

Contract Date:

☐	OWNER
☐	CONSTRUCTION MGR.
☐	ARCHITECT
☐	CONTRACTOR
☐	OTHER

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and current payment shown herein is now due.

CONTRACTOR: RBF Construction, Inc.

Sign: _____ Date: _____

By:

State of:

County of:

Subscribed and sworn before me this _____ day of _____

_____ personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: _____ My Commission Expires: _____

ion Sheet G703

PROJECT: Brewer Townhomes

D CERTIFICATE FOR PAYMENT, containing

d Certification is attached.

Item #	Description of Work	Schedule of Values	Work Completed	
			From Previous Applications	This Period
1	Land	\$ 60,000.00	\$ -	\$ -
2	Plans / Survey / Printing	\$ 3,100.00	\$ -	\$ -
3	Permits / Bonds / Testing / Builder's Risk	\$ 7,100.00	\$ -	\$ -
4	Sewer & Water Tap Fees	\$ 9,800.00	\$ -	\$ -
5	Temp Utilities / Cleanup / Porta-Jon / Dumpster	\$ 12,500.00	\$ -	\$ -
6	Site Prep / Erosion / Excavation / Spoils	\$ 12,700.00	\$ -	\$ -
7	Site Utilities - Sewer / Water / Drainage	\$ 15,500.00	\$ -	\$ -
8	Foundation Block / Concrete	\$ 55,000.00	\$ -	\$ -
9	Fill Sand	\$ 4,000.00	\$ -	\$ -
10	Concrete Approach / Parking / Walks / Stoops	\$ 16,500.00	\$ -	\$ -
11	Landscaping	\$ 8,000.00	\$ -	\$ -
12	Framing Materials	\$ 100,000.00	\$ -	\$ -
13	Framing / Door / Window Labor	\$ 50,000.00	\$ -	\$ -
14	Steel / Windows / Exterior Doors / Garage Door	\$ 53,000.00	\$ -	\$ -
15	Roofing Material & Labor	\$ 22,000.00	\$ -	\$ -
16	Siding Material & Labor / Gutters	\$ 46,000.00	\$ -	\$ -
17	Brick / Stone Material & Labor	\$ 20,500.00	\$ -	\$ -
18	Deck Material & Labor	\$ 24,000.00	\$ -	\$ -
19	Concrete Floor & Garage Floor	\$ 14,000.00	\$ -	\$ -
20	Mechanical	\$ 33,000.00	\$ -	\$ -
21	Electrical	\$ 44,500.00	\$ -	\$ -
22	Plumbing	\$ 54,000.00	\$ -	\$ -
23	Insulation / Drywall	\$ 80,775.00	\$ -	\$ -
24	Interior Painting	\$ 20,000.00	\$ -	\$ -
25	Cabinetry / Hardware / Labor	\$ 40,100.00	\$ -	\$ -
26	Countertops / Doors / Trim / Closets / Railings	\$ 46,500.00	\$ -	\$ -
27	Finish Carpentry	\$ 21,000.00	\$ -	\$ -
28	Flooring / Tile	\$ 46,000.00	\$ -	\$ -
29	Bath Accessories / Shower Glass	\$ 9,000.00	\$ -	\$ -
30	RBF Supervision / Management	\$ 101,000.00	\$ -	\$ -
31	Commission/Other Closing Costs	\$ 66,500.00	\$ -	\$ -

Grand Total

\$ 1,096,075.00	\$ -	\$ -
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	Application #:	
	Application Date:	
	Period To:	
	Project #:	

Materials Presently Stored (Not in D or E)	Total Completed and Stored To Date	% Complete	Balance to Finish	Retainage
				0%
\$ -	\$ -	0%	\$ 60,000.00	\$ -
\$ -	\$ -	0%	\$ 3,100.00	\$ -
\$ -	\$ -	0%	\$ 7,100.00	\$ -
\$ -	\$ -	0%	\$ 9,800.00	\$ -
\$ -	\$ -	0%	\$ 12,500.00	\$ -
\$ -	\$ -	0%	\$ 12,700.00	\$ -
\$ -	\$ -	0%	\$ 15,500.00	\$ -
\$ -	\$ -	0%	\$ 55,000.00	\$ -
\$ -	\$ -	0%	\$ 4,000.00	\$ -
\$ -	\$ -	0%	\$ 16,500.00	\$ -
\$ -	\$ -	0%	\$ 8,000.00	\$ -
\$ -	\$ -	0%	\$ 100,000.00	\$ -
\$ -	\$ -	0%	\$ 50,000.00	\$ -
\$ -	\$ -	0%	\$ 53,000.00	\$ -
\$ -	\$ -	0%	\$ 22,000.00	\$ -
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\$ -	\$ -	0%	\$ 14,000.00	\$ -
\$ -	\$ -	0%	\$ 33,000.00	\$ -
\$ -	\$ -	0%	\$ 44,500.00	\$ -
\$ -	\$ -	0%	\$ 54,000.00	\$ -
\$ -	\$ -	0%	\$ 80,775.00	\$ -
\$ -	\$ -	0%	\$ 20,000.00	\$ -
\$ -	\$ -	0%	\$ 40,100.00	\$ -
\$ -	\$ -	0%	\$ 46,500.00	\$ -
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\$ -	\$ -	0%	\$ 101,000.00	\$ -
\$ -	\$ -	0%	\$ 66,500.00	\$ -
\$ -	\$ -	0%	\$ 1,096,075.00	\$ -