

**City of Swartz Creek
AGENDA**

**Regular Council Meeting, Monday, March 9, 2020, 7:00 P.M.
Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473**

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL:**
4. **MOTION TO APPROVE MINUTES:**
4A. Council Meeting of February 24, 2020 MOTION Pg. 27
5. **APPROVE AGENDA:**
5A. Proposed / Amended Agenda MOTION Pg. 1
6. **REPORTS & COMMUNICATIONS:**
6A. City Manager's Report MOTION Pg. 3
6B. Staff Reports & Meeting Minutes Pg. 39
6C. Mary Crapo PILOT Request Pg. 56
6D. Park Waiver Request Pg. 96
7. **MEETING OPENED TO THE PUBLIC:**
7A. General Public Comments
8. **COUNCIL BUSINESS:**
8A. Appointments RESO Pg. 14
8B. Park Fee Waiver Request RESO Pg. 15
8C. Rates and Fees RESO Pg. 15
8D. Closed Session – Real Property Transaction/Lease RESO Pg. 26
9. **MEETING OPENED TO THE PUBLIC:**
10. **REMARKS BY COUNCILMEMBERS:**
11. **ADJOURNMENT:** MOTION

Next Month Calendar

Planning Commission:	Tuesday, March 10 , 2020, 7:00 p.m., PDBMB (one week later)
Park Board:	Wednesday, March 4, 2020, 5:30 p.m., PDBMB
City Council:	Monday, March 9, 2020, 7:00 p.m., PDBMB
Downtown Development Authority:	Thursday, March 12, 2020, 6:00 p.m., PDBMB
Fire Board:	Monday, March 16, 2020, 6:00 p.m., Public Safety Bldg
Zoning Board of Appeals:	Wednesday, March 18, 2020, 6:00 p.m., PDBMB
City Council:	Monday, March 23, 2020, 7:00 p.m., PDBMB
Metro Police Board:	Wednesday, March 25, 2020, 10:00 a.m., Metro Headquarters

City of Swartz Creek Mission Statement

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

City of Swartz Creek Values

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

Honesty, Integrity and Fairness

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

Fiscal Responsibility

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

Public Service

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

Embrace Employee Diversity and Employee Contribution, Development and Safety

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

Expect Excellence

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

Respect the Dignity of Others

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

Promote Protective Thinking and Innovative Suggestions

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

City of Swartz Creek
CITY MANAGER'S REPORT
Regular Council Meeting of Monday, March 9, 2020 - 7:00 P.M.

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

FROM: Adam Zettel, City Manager

DATE: March 4, 2019

ROUTINE BUSINESS – REVISITED ISSUES / PROJECTS

- ✓ **MICHIGAN TAX TRIBUNAL APPEALS** *(No Change in Status)*
All 2019 appeals have been successfully defended or dropped. We await the filing date for 2020 appeals.

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

- ✓ **2020-2023 TRAFFIC IMPROVEMENT PROGRAM (TIP)** *(No Change in Status)*
Morrish Road is slated for 2022 federal funding. Note that the total scope of the project is around \$1,050,000, with 20% being the city's contribution.

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

- ✓ **STREET PROJECT UPDATES** *(No Change in Status)*
This is a standing section of the report on the status of streets as it relates to our dedicated levy, 20 year plan, ongoing projects, state funding, and committee work. Information from previous reports can be found in prior city council packets.

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

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

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

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

The city is moving forward with lining the sewer collectors on the west end of downtown (Fairchild, McLain, Ingalls, Brady, Hayes, and Holland). We will also be inspecting Don Shenk, which was one of the first lining projects from 2007.

Mobilization is expected to occur on March 9th for inspections. Door hangers are going out currently. We will have information distributed to homeowners by the contractor and will be informing staff as well. The entire inspection and lining process will take over a month.

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

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

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

✓ **SEWER CAPACITY INITIATIVE (Update)**

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

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

ROWE is working on solutions to the district three capacity problem and district four infiltration problem. The previous report follows:

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

We will need to increase the pipe diameter for part of that system and/or add a secondary discharge. We met with ROWE to find solutions. I expect this to be a large ticket item, but it needs to be done even without additional changes or additions to the system. Despite the investment needs, I do not believe the

community shall need to bond or alter rates, since we have been anticipating such an occurrence.

✓ **WATER MAIN REPLACEMENT - USDA** *(No Change in Status)*

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

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

Prior system report findings follow:

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

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

✓ **HERITAGE VACANT LOTS** *(No Change of Status)*

The last of the lots acquired prior to the special assessment have been approved for sale. The city also has two more lots that were acquired through the tax reversion process. At this point the buyer, JW Morgan, has not executed the transaction. The market for Heritage Village is soft. I will allow these instruments to expire, and we can revisit this matter when circumstances change.

✓ **NEWSLETTER** *(Update)*

The spring newsletter is right around the corner. Republic and Mr. Harris will feature. Let me know if you have other ideas.

✓ **CONSTRUCTION & DEVELOPMENT UPDATE** *(See Individual Category)*

This will be a standing section of the report that provides a consolidated list for a brief status on public and private construction/developmental projects in the city.

1. *(Update)* The city shall submit another application for **DNR Trust funds for 2021 construction of the Genesee Valley Trail**. The MDOT grant is conditionally awarded. We seek to apply again for the Trust fund grant and combine this with the Safe Routes to School initiative for 2021 construction.

2. The **raceway has been granted tentative 2020 race days**. They intend to use the site for thoroughbred horse racing. There is also pending additional legislation related to mobile application betting. They are open to finding additional users for the site to supplement the racing. They are also communicating well in regards to partnering with community groups such as Hometown Days. I find the new owners to be very astute and capable.
3. **(Update)** Communities First has a purchase option for **Mary Crapo**. The intention is to use the building and site for senior housing (40 units of mixed income). They held a workshop on February 19th and received feedback. It appears they may modify their plans due to feedback. As of writing, a zoning request and site plan has been received. The zoning public hearing and site plan review is scheduled before the Planning Commission for March 10th at 7pm. A payment in lieu of taxes is also being requested. This is expected to be on the March 23rd agenda.
4. The **school bond** passed and many improvements are expected in 2019 throughout the district. Total investment for this effort will exceed \$50 million over two to three years. Plans have been submitted for work on Syring and Elms School.
5. **(Update) Street repair in 2020** is to include Chelmsford. We have bids to complete the remainder of Winston, some of Oakview, and Oxford Ct. We will be partitioning this between 2020 and 2021. The city also has grants and loans for about **\$5 million in water main work** to occur between 2020 and 2022.
6. The **Applecreek Station** development of 48 townhomes is seeking final review by the county. These units range in size from 1,389 to 1,630 square feet, with garages. Construction will occur on vacant land in the back of the development, by Springbrook Colony. Site engineering plans have just been submitted by the owner. Rents are expected to be about \$1.00 per square foot (~ \$1,600 a month) which matches rents in Winchester Village. If this project occurs in 2019, 2020 DDA revenues will be positively and substantially improved.
7. The **Brewer Condo Project** was given site plan approval and tentative purchase agreement approval. This includes 15 townhome condos off Morrish Road in downtown. They are approximately 1,750 square feet, with two car garages and basements. A drainage solution has just been approved by the county.
8. The next **Springbrook East** phase is under construction. Underground work is nearly complete. The developer has not been cooperative with installation requirements and inspections. Because much of the infrastructure is to be public, this is creating big problems. We are working on solutions and have been given engineering reports by a third party regarding work completed onsite.

✓ **TRAILS (Update)**

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

✓ **REDEVELOPMENT READY COMMUNITIES** *(No Change of Status)*

Big things may be in store for the Lovegrove Building. The state is investing a lot of resources to investigate the potential for a transformational project using this building and site. We have been working with quality consultants, owner representatives, and state staff on options. This is a perk of the RRC program. It appears that underwriting the project could also be funding, in part, by the state.

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

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

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

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

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

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

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

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

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

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

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

The site plan and sale has been approved. We await transfer of the property pending final approval of the condominium documents by the city attorney. The builder has

gotten tentative drainage plans approved by Genesee County. As previously noted, this development is a candidate for water and sewer fee waiver incentives. I will have more information soon.

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

The raceway has been granted tentative 2020 race days. They intended to use the site for thoroughbred horse racing. However, the legislation needed to enable mobile application betting did not pass (a bill that enables advance deposit wagering by phone did, but it does nothing for the industry). The state passed legislation that was favorable to the Detroit casinos, including the ability for those facilities to engage in all sports betting and for state legislator to take direct donations from casinos.

There is a chance that Lansing could do something before March related to historical race wagering. The owner is not giving up on the potential for thoroughbred or harness racing, but it is expected that the site will be redeveloped entirely at this point.

✓ **CDBG** *(No Change of Status)*

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

✓ **SAFE ROUTES TO SCHOOL** *(Update)*

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

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

The Census begins soon. Here is a rundown of the happenings:

- March 12th Web Site and phone lines go up and are active. First mailings go out.
- Mailing goes out every two weeks afterwards. Or until recipients respond to the questionnaire. Staff recommended that the city use April 1st (Census Day) as a day that the volunteers from the High School assist our seniors.
- The Census workers will be going door to door during the census.
- The Census time frame is from spring to summer months.

The committee has two meetings scheduled. The first will be on the 10th at the Senior Center, giving a short info session and providing Census info for their newsletter. The other will be at the High School on the 12th, recruiting volunteers to assist the senior community filing out their questionnaire online. The Meeting on the 10th should be attended by Emily Varney of The U S Census Bureau.

✓ **GIS MAPS** *(Update)*

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

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

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

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

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

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

✓ **DISC GOLF** *(Update)*

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

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

✓ **REPUBLIC WASTE SERVICES** *(No Change of Status)*

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

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

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

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

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

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

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

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

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

✓ **MARY CRAPO** (*Update*)

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

As of writing, a zoning request and site plan has been received. The zoning public hearing and site plan review is scheduled before the Planning Commission for March 10th at 7pm. City council approval will then be required for zoning in late March. A payment in lieu of taxes (PILOT) is also being requested. This is expected to be on the March 23rd agenda.

A PILOT is a state sanctioned program that enables qualifying housing projects to reduce expenses on taxes while still contributing resources for local government services. I am including some of the state statutes regarding the PILOT program, as well as the request that we have received from Communities First. Again, this is expected to be an agenda item on March 23rd. If you have any questions or comments, please voice those as soon as possible.

There is currently one other PILOT in the city, and this applies to the senior housing at Mari Dan Miller Farms. The terms are similar, paying just under 4% of eligible rents.

Note that the school is transferring the property with a 30 year deed restriction for use as senior housing only (55 and older).

✓ **COST RECOVERY ORDINANCE (Update)**

The ordinance has been published and I am working with the police and fire departments to get schedules of costs.

✓ **FIRE HALL ROOF (No Change of Status)**

The fire hall roof is in worse shape than we thought. Due to a leak that presented itself in the last month, we have uncovered many issues with the prior roof installation, ventilation, and existing damage. Emergency repairs were completed. We will likely need to engage in extensive roofing and some repairs this fiscal year. The cost to do so is expected to be in excess of \$50,000.

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

✓ **MONTHLY REPORTS (Update)**

There are some routine reports included for your information.

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

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

The Planning Commission met on February 4th, which was their annual meeting. They selected officers (Wyatt-Chair, Novak-Vice Chair, & Farmer-Secretary). They also approved the 2019 annual report (included in the packet).

There was also public comment in relation to Mary Crapo. There were a couple residents that expressed concern over the loss of the recreational space should phase II occur.

The Mary Crapo developers (Communities First) have requested a special meeting for March 10th (to enable proper notification of area residents). To accommodate this, the commission will be holding their regular meeting one week later.

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

The DDA met on February 13th. They considered Family Movie Night and the potential for a micro-grant that could provide amenities in the downtown, such as benches, bike racks, and similar features. They will revisit this in March. At this point, it is not clear what the budget situation will be for the coming year, but there is an indication that, absent appeals, they could be in a good position.

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

The ZBA did not have February business. Their annual meeting will be March 18th, which will be held with or without other business.

✓ **PARKS AND RECREATION COMMISSION (Update)**

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

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

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

✓ **BOARD OF REVIEW (Update)**

The BoR March dates are set The organizational meeting was at 10:00 a.m. on March 3rd. The public meetings will be as follows:

Monday, March 16, 9:00am-12:00pm & 6:00pm-9:00pm

Tuesday, March 17, 9:00am-12:00pm

Wednesday, March 18, 9:00am-12:00pm

NEW BUSINESS / PROJECTED ISSUES & PROJECTS

✓ **APPOINTMENTS (Business Item)**

We have one remaining appointment for Park Board. The Mayor recommends resident Steve Long for the single vacancy for the Park Board.

✓ **PARK FEE WIAVER REQUEST (Business Item)**

We have one waiver request for use in Abrams Park on July 11th. THE GFWC Swartz Creek Women's Club is continuing with their annual fundraiser, "Putter Around the Creek." They have reserved two pavilions in Abrams Park for this event and are seeking waivers. Their reservation form and narrative are attached. I have drafted an affirmative resolution.

✓ **RATE AND FEE UPDATE (Business Item)**

I am including a resolution to update the city rate and fee schedule. The best news is that we have no need to alter any of our utility, building, or planning fees! In fact, the only adjustment to the entire schedule is the addition of some prescribed emergency service fees that are related to our emergency service cost recovery ordinance. These rates have come from our respective chiefs.

✓ **CLOSED SESSION (Business Item)**

The city has business to discuss related to a potential real property transaction or lease. This is a purpose permitted for discussion in a closed session, and I find it to be advisable to do so in this case. A resolution is included to move the council into a closed session for this purpose.

Council Questions, Inquiries, Requests, Comments, and Notes

Liquor Control Commission: It was asked where the quota thresholds for population cut off for small communities. Based upon Genesee County's data, it appears that the increment between four and five is 6,500. The city's 2010 population stands at 5,758.

Old ITT Parking Lot: There is some obvious industrial storage occurring in the parking lot for the old ITT building off Miller Road. This is contrary to the special land use that was granted. I have been communicating with the business owner. This is a temporary issue that should be resolved with changes to the site.

**City of Swartz Creek
RESOLUTIONS
Regular Council Meeting, Monday, March 9, 2020, 7:00 P.M.**

Resolution No. 200309-4A MINUTES – February 24, 2020

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday, February 24, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200309-5A AGENDA APPROVAL

Motion by Councilmember: _____

I Move the Swartz Creek City Council approve the Agenda as presented / printed / amended for the Regular Council Meeting of March 9, 2020, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200309-6A CITY MANAGER’S REPORT

Motion by Councilmember: _____

I Move the Swartz Creek City Council accept the City Manager’s Report of March 9, 2020, including reports and communications, to be circulated and placed on file.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200309-8A RESOLUTION TO AFFIRM MAYORAL APPOINTMENT

Motion by Councilmember: _____

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there exists a vacancy for a park board position; and

WHEREAS, said appointment is a Mayoral appointment, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointment as follows:

#200309-8E1 **MAYOR APPOINTMENT:** Steve Long
Park Board - Resident
Three year term, expiring December 31, 2022

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200309-8B RESOLUTION TO APPROVE THE PARK WAIVER REQUEST OF THE GFWC SWARTZ CREEK WOMEN'S CLUB

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek requires park usage reservations and fees in accordance with adopted rules and regulations; and

WHEREAS, the GFWC SC Women's Club reserved Pavilions #2 & #3 in Abrams Park for July 11, 2020 for the purpose of holding an annual fundraising event, "Putter Around the Creek"; and

WHEREAS, the city park rules and regulations states that "fees may be waived in full if reservations by a non-profit are found to result in a public benefit directly or if proceeds from the reserved event are found to be a benefit to the city."; and

WHEREAS, the City Council finds the petitioning group to be a qualifying group with a qualifying activity.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council hereby waives all fees for the July 11, 2020 reservations in Abrams Park.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200309-8C RESOLUTION TO AMEND AND RESTATE CITY-WIDE RATES, FEES, AND CHARGES

Motion by Councilmember: _____

WHEREAS, the City sets rates and collects fees, fees for permits, charges for services, cost recovery's and cost recovery for consulting services (rates, fees, & charges), and;

WHEREAS, such rates, fees, & charges are a necessary and essential part of the funding for the services that the City provides, and:

WHEREAS, the City's Code of Ordinances defines and provides for certain rates, fees, & charges, and;

WHEREAS, other such rates, fees, & charges are provided for by resolution of the City Council, statutory provision, past practice, policy and other such actions, and

WHEREAS, the City has amended the City's Code of Ordinances to provide for various rates, fees, & charges to be set by resolution of the City Council, and;

WHEREAS, the City has need to implement additional rates, fees, & charges to be set by resolution of the City Council, and;

WHEREAS, the City desires to have all such rates, fees, & charges organized into a single resolution that can be visited periodically and adjusted accordingly.

NOW, THEREFORE, BE IT RESOLVED the City of Swartz Creek hereby sets its rates, fees, & charges in accordance with the following schedule, effective immediately or as soon as practical thereafter, table as follows:

CITY OF SWARTZ CREEK RATES, FEES PERMITS & CHARGES FOR SERVICES

1. Chapter 1: Municipal Ordinance Violations Bureau (Parking Fines)

The following parking violations shall be punishable by the fines indicated:

<u>Offense</u>	<u>Fine</u>
(a) Parking too far from curb	\$ 40.00
(b) Angle parking violations	\$ 40.00
(c) Obstructing traffic	\$ 40.00
<u>Prohibited parking (signs un-necessary)</u>	
(d) On sidewalk	\$ 40.00
(e) In front of drive	\$ 40.00
(f) Within intersection	\$ 40.00
(g) Within 15 feet of hydrant	\$ 40.00
(h) On crosswalk	\$ 40.00
(i) Within 20 feet of crosswalk or 15 feet of corner lot lines	\$ 40.00
(j) Within 30 feet of street side traffic sign or signal	\$ 40.00
(k) Within 50 feet of railroad crossing	\$ 40.00
(l) Within 20 feet of fire station entrance	\$ 40.00
(m) Within 75 feet of fire station entrance on opposite side of street (signs required)	\$ 40.00
(n) Beside street excavation when traffic obstructed	\$ 40.00
(o) Double parking	\$ 40.00
(p) On bridge of viaduct or within tunnel	\$ 40.00
(q) Within 200 feet of accident where police in attendance	\$ 40.00
(r) In front of theater	\$ 40.00

(s) Blocking emergency exit	\$ 40.00
(t) Blocking fire escape or fire lane	\$ 50.00
(u) In a handicapped space	\$100.00
(v) In prohibited zone (signs required)	\$ 40.00
(w) In alley (signs required)	\$ 40.00

Parking for prohibited purpose

(x) Displaying vehicle for sale	\$ 40.00
(y) Working or repairing vehicle	\$ 40.00
(z) Displaying advertising	\$ 40.00
(aa) Selling merchandise	\$ 40.00
(bb) Storage over 48 hours	\$ 40.00
(cc) Wrong side boulevard roadway	\$ 40.00
(dd) Loading zone violation	\$ 40.00
(ee) Bus, parking other than bus stop	\$ 40.00
(ff) Taxicab, parking other than cab stand	\$ 40.00
(gg) Bus, taxicab stand violations	\$ 40.00
(hh) Failure to set brakes	\$ 40.00
(ii) Parked on grade wheels not turned to curb	\$ 40.00
(jj) Parked on lawn extension within right of way	\$ 40.00
(kk) Parked on front lawn	\$ 40.00

All \$40.00 violations not paid within 20 days will be assessed a \$20.00 late fee.

2. Chapter 2: Liability for Expense of an Emergency Operation (Hazardous Materials Cleanup Cost Recovery)

Cost shall be actual expenses inclusive of all Police & Fire Department wages, equipment and motor-pool and / or any sub-contracted actual expenses associated with hazardous materials clean-up.

3. Chapter 2: Liability for Expense of an Emergency Response (Alcohol Related Arrests, Accidents)

A. A cost of \$150 shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court.

B. Actual costs shall be assessed to each defendant convicted of O.U.I.L. – O.U.I.D or O.W.I. in which a motor vehicle accident occurred. The cost recovery shall be collected as a part of the fines and costs set by the 67th District Court. In the event the court declines collection, they shall be billed direct to the defendant.

C. For the purpose of determining costs for extensive investigation and cleanup recovery for emergency response for alcohol related arrests and accidents, the following table shall be used:

Police Personnel	\$40	Per Hour
Police Clerical	\$30	Per Hour
Police Car	\$15	Per Hour
Fire Personnel	\$20	Per Hour
Fire Pumper	\$250	Per Hour
Fire Support Vehicles	\$100	Per Hour

4. Chapter 5: Cemetery Lots - Purchase

The cost for purchase of cemetery lots will be \$100.00 per lot.

5. Chapter 5: Cemetery, Charges for Grave Openings, etc.

Grave openings shall be actual costs, either as sub-contracted or performed by City Employees, plus a 15% administrative fee.

6. Chapter 11: Park Reservation Fees

Elms Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 120.00
Pavilion #3	\$ 70.00
Pavilion #4	\$ 120.00

Winshall Park

Pavilion #1	\$ 70.00
Pavilion #2	\$ 70.00
Pavilion #3	\$ 70.00
Deposit	\$100.00

7. Chapter 12: Peddlers and Solicitors License and Background Check

\$50.00

8. Chapter 15: Permit, Sidewalk Installation

\$25.00

9. Chapter 15: Permit for Excavation, Right of Way or Other City Property

\$100.00

10. Chapter 19: Water System Use, Rates and Charges

(A) Charges for water supply services to premises within the city connected with the water supply system shall be as follows:

Rates for Quarterly Billings

Readiness to serve charge

5/8", 3/4", 1"	\$52.76
1.5"	\$227.39
2"	\$363.83
3"	\$682.18
4"	\$1,136.97
6"	\$2,273.93

Commodity charge (per 100 cubic feet of water): \$7.28

Additional meters, connected for the exclusive purpose of registering water consumed and NOT returned to the sewer system shall be charged the commodity charge only (example: lawn sprinkler system).

(B) Any water customer may have water services temporarily shut off for any time period during which the premises, for which the water service is provided, will be unoccupied. The request for such shut off shall be made in writing on forms to be provided by the city. The written request shall specify the reason for the shut off and the date on which the water service shall be shut off.

(C) There shall be a Twenty Dollar (\$20.00) charge for shutting off the water service pursuant to such request and a Twenty Dollar (\$20.00) charge for turning the water service back on, if the shut off or turn on is performed during normal business hours. If this shut off or turn on is performed outside of normal business hours, the charge shall be One-Hundred Dollars (\$100.00). Such charges shall also apply if water is shut off or turned back on pursuant to account delinquency. The City Manager may waive shut off and turn on fees for reasonable cause.

(D) Water customers shall continue to be billed for a readiness to service charge while connected to the system.

(E) Bulk water sales shall be in accordance with the following fee schedule:

Bulk Water Purchases

1 cubic ft. = 7.4805
Gallons

Gallons	Cubic ft.	Cost
3,740	499.96658	\$104.00
5,000	668.40452	\$116.00
10,000	1336.809	\$160.00
15,000	2005.2136	\$204.00
20,000	2673.6181	\$247.00

11. Chapter 19: Water & Sewer Tap Fees

(A) There shall be paid, with respect to all premises connecting to the water and sanitary sewer system of the city, a tap-in fee pursuant to the following schedules:

- (1) Single-family residence--\$1,500 each for water & sanitary sewer
- (2) Multiple-family residence--\$1,500 per unit each for water and sanitary sewer

(B) All other uses connecting to the water and/or sanitary sewer system of the city shall be required to pay tap-in fees at the rate of one-thousand, five hundred dollars (\$1,500) per unit factor, pursuant to the unit factor table provided for by the Genesee County Division of Water and Waste. In no case shall tap-in fees be less than one-thousand, five hundred dollars (\$1,500).

(C) Furthermore, for any structure used generally for more than one (1) purpose, connection fees shall be determined by applying the appropriate unit factors as set by the Genesee County Division of Water and Waste, to the various uses on any level, grade or sub-grade plane of the structure, provided that it is intended that the fees so derived shall be cumulative. Tap fees shall also apply for any additional units that may be calculated and applied by the County WWS pursuant to change in use or otherwise.

12. Chapter 19: Sanitary Sewer Rates

Rates for Quarterly Billings

Readiness to serve charge (per Residential Equivalent Unit):	\$52.50
Readiness to serve charge (non-metered accounts):	\$124.61
Commodity charge (per 100 cubic feet of water consumed):	\$2.14

A readiness to serve charge equal to the number of calculated sewer units shall be charged to all customers connected to the city's sewer system to offset fixed costs of system operation. In addition, a commodity charge shall be applied to the sewer bill in an amount equal to the above rate multiplied by the number of ccf that the accompanying water account registers. If the sewer connection is not accompanied by a water meter to register water usage, the charge shall be considered non-metered and no commodity charge shall be applied.

For the purposes of determining sanitary sewer rates, per unit sewage disposal calculations resulting in a fraction of a whole number shall be rounded up to the next highest whole number.

13. Chapter 20: Weed Cutting Fees

\$300 per cut

14. Building & Trade Inspection Fees

A. Building Permit Fees:

\$75.00 for first \$1,000 value \$5.00 per \$1,000 thereafter and \$50.00 for a one-time Inspection fee.

The first \$75.00 of the application fee is non-refundable. The total cost of Improvement is based on the Bureau of Construction Codes Square Foot Construction Cost Table with the following exceptions:

Single Family Home	1 story.....	\$105.00 per sq. foot
	1.5 story.....	\$91.00 per sq. foot
	2.0 story.....	\$85.00 per sq. foot
Detached garage.....		\$25.00 per sq. foot
Pole Barn.....		\$16.50 per sq. foot
Open deck or porch.....		\$14.00 per sq. foot
Covered deck or porch.....		\$28.00 per sq. foot

Pre-manufactured unit fees are based upon 50% of the normal on-site construction fee.

Residential Roofing..... \$100.00 fee per project

Siding permits are based upon the project cost.

Commercial roofing is to be based upon the project cost.

Up to \$1,000 (includes one (1) inspection only).....	\$75.00
\$1,000.00 to \$10,000.00.....	\$75.00 plus \$10.00 per \$1,000.00 over \$1,000.00
\$10,000.00 to \$100,000.00.....	\$165.00 plus \$3.00 per \$1,000.00 over \$10,000.00
\$100,001.00 to \$500,000.00.....	\$435.00 plus \$2.00 per \$1,000.00 over \$100,000.00
\$500,000 plus.....	\$1,235.00 plus \$3.00 per \$1,000.00 over \$500,000.00

All work not involving a sq. foot computation:

Plan review and administration base fee (plus \$50.00 for each inspection)	\$75
Additional inspections	\$75
Certificate of Occupancy	\$50
Work Commencing Before Permit Issuance	\$75

B. Electrical Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

New Residential Electrical System

Up to 1,500.00 sq. foot	\$80.00
1,501 to 3,500 sq. foot	\$130.00
Over 3,500 sq. foot	\$180.00

Service

Through 200 Amp.	\$10
Over 200 Amp. thru 600 Amp.	\$15
Over 600 Amp. thru 800 Amp.	\$20
Over 800 Amp. thru 1200 Amp.	\$50
Over 1200 Amp. (GFI only)	\$75
Circuits	\$5
Lighting Fixtures-per 25	\$5
Dishwasher	\$5
Furnace-Unit Heater	\$5
Electrical-Heating Units (baseboard)	\$4
Power Outlets (ranges, dryers, etc.)	\$7

Signs

Unit	\$6
Letter	\$10
Neon-each 25 feet	\$20

Feeders-Bus Ducts, etc.-per 50'	\$6
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Mobile Home Park Site	\$5
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Recreational Vehicle Park Site	\$5
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K.V.A. & H.P.

Units up to 20	\$4
Units 21 to 50 K.V.A. or H.P.	\$6
Units 51 K.V.A. or H.P. & over	\$10

Fire Alarm Systems (excl. smoke detectors)

Up to 10 devices	\$50
11 to 20 devices	\$100
Over 20 devices	\$5 each

Low voltage - Per opening (devices)	\$5 each
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Energy Retrofit-Temp. Control	\$45
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Conduit only or grounding only	\$45
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Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

C. Mechanical Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

Residential Heating System

(Includes duct & pipe)	
Up to 1,500 sq. feet	\$80
1,501 to 3,500 sq. feet	\$130
Over 3,500 sq. feet	\$180
Gas/Oil Burning Equipment Under 400,000 In	\$30
Gas/Oil Burning Equipment Under 400,000 In	\$40
Boiler	\$30
Water Heater	\$5
Damper/Flue	\$5
Solid Fuel Equip. (includes chimney)	\$30
Gas Burning Fireplace	\$30
Chimney, factory built (installed separately)	\$25
Solar; set of 3 panels-fluid transfer	
(includes piping)	\$20
Gas piping; each opening-new installation	
(residential)	\$5
Air Conditioning (includes split systems)	
1.5hp to 15 hp	\$30
Over 15 hp	\$50
Heat Pumps (complete residential)	\$30
Dryer, Bath & Kitchen Exhaust	\$5

Tanks

Aboveground	\$20
Aboveground Connection	\$20
Underground	\$20
Underground Connection	\$20
Humidifiers/Air Cleaners	\$5

Piping

Piping-minimum fee \$25	\$.05/ft
Process piping	\$.05/ft
Duct-minimum fee \$25	\$.10/ft
Heat Pumps; Commercial (pipe not included)	\$20

Air Handlers/Heat Wheels

Conversion Burners (oil)	\$25
Commercial Hoods/Exhausters	\$30
Heat Recovery Units	\$15
V.A.V. Boxes	\$10
Unit Ventilators	\$10
Unit Heaters (terminal units)	\$15

Fire Suppression/Protection/Other

(includes piping) –minimum fee \$20	\$.75/head
Limited Area Suppression (per head)	\$2
Fire Suppression Hood (per head)	\$4
Evaporator Coils	\$30
Refrigeration (split system)	\$30
Chiller	\$30
Cooling Towers	\$30
Compressor/Condenser	\$30
Manufactured Chimney	\$25
Exhaust Fans	\$20
Multi Zone Self Contained Units	\$25
Through Wall Units	\$25
Ranges (gas)	\$20

Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

D. Plumbing Inspection Fees

Application Fee (non-refundable)	\$65
Work Commencing Before Permit Issuance	\$75

New Residential Plumbing System

Up to 1,500 sf	\$80
1,501 to 3,500 sf	\$130
Over 3,500 sf	\$180
Mobile Home Park Site	\$5 each
Fixtures, floor drains, special drains,	\$4 each
Water connected appliances	\$4 each
Stacks (soil, waste, vent and conductor)	\$2 each
Sewage ejectors, sumps	\$5 each
Sub-soil drains	\$5 each

Water Service

Less than 2"	\$5
2" to 6"	\$25
Over 6"	\$50
Connection (bldg. drain-bldg. sewers)	\$5

Sewers (sanitary, storm or combined)

Less than 6"	\$5
6" and Over	\$25
Manholes, Catch Basins	\$5 each

Water Distributing Pipe (system)

¾" Water Distribution Pipe	\$5
1" Water Distribution Pipe	\$10
1 ¼" Water Distribution Pipe	\$15
1 ½" Water Distribution Pipe	\$20
2" Water Distribution Pipe	\$25
Over 2" Water Distribution Pipe	\$30
Reduced pressure zone back-flow preventer	\$5 each
Domestic water treatment and filtering equipment only	\$5
Medical Gas System	\$45

Inspections

Special/Safety Insp. (includes cert. fee)	\$65
Additional Inspection	\$65
Final Inspection	\$65
Certification Fee	\$25

15. Chapter 22: General Emergency Response Fees

Fire

Pumper	\$250.00/hour
Tanker	\$350.00/hour
Squad/Utility	\$150.00/hour
Grass	\$200.00/hour
Command	\$150.00/hour

Officers	\$18.00/hour
Firefighters	\$15.00/hour

Police

Officers	\$47.30/hour
Officer Overtime	\$60.85/hour

16. Appendix B: Franchises

\$250 application fee plus actual expenses related to preparation by City Attorney.

17. Miscellaneous Fees

A. Copies:

Black & White: 10¢ for page.

Color or Mixed Color and Black & White: 25¢ per page

B. Freedom of Information Act Requests:

See the City of Swartz Creek Freedom of Information Act Procedures & Guidelines: adopted June 22, 2015 for details. Standard requests shall be charged 10¢ for 8.5 x 11 page (25¢ for color or mixed color) plus all actual costs for outside re-production (i.e. photo re-prints, blueprint copies, digital media storage, etc.). Extensive search requests shall have an additional per hour fee equal to wages only of the lowest paid clerical position employed with the City (\$8.15/hour with a 1.1 fringe multiplier, totaling \$8.97/hour).

- C. *Weddings:*
\$50 per ceremony
- D. *Fax Services:*
50¢ per page for the first 10 pages, then \$0.25 per page thereafter
- E. *Notary Services:*
\$10.00 per item
- F. *Insufficient Funds:*
\$25 each for any check returned unpaid for account insufficient, closed or stopped
- G. *Penalties on Outstanding Invoices/Miscellaneous Receivables:*
\$10 penalty for unpaid miscellaneous receivables, including but not limited to: utility bills, mowing invoices, sidewalk repair, project reimbursements, charges for services, and retiree coverage contributions. This penalty shall be applied once to "past due" invoices.
- H. *Interest on Outstanding Invoices/Miscellaneous Receivables:*
1.5% interest per month on outstanding invoices that are 30 days "past due".

*Payments made toward outstanding balances shall be applied in the following order: interest, penalties, principle.

18. Chapter 13 & 16: Development Plans, Administrative Fees, Subdivision Site Plan & Review Fees

- A. Site Plan Review:

Property Re-Zoning	\$250
Single & Multiple-Family (non-plat)	\$300 plus \$5.00 per lot
Cluster Housing Development	\$300 plus \$5.00 per unit
Mobile Home Park	\$400 plus \$5.00 per unit
Commercial Development	\$450 plus \$50.00 per acre/fraction
Industrial Development	\$400 plus \$50.00 per acre/fraction
Office Development	\$350 plus \$50.00 per acre/fraction
Institutional	\$300 plus \$50.00 per acre/fraction
Public/semi-public uses	\$300 plus \$50.00 per acre/fraction
Special Approval or Conditional Use	\$250 plus \$5.00 per acre/fraction
PUD/Mixed Use Review	\$500 plus \$50.00 per acre/fraction
Consulting Fees (All Reviews)	Actual consultant costs
Revisions	½ of original review fee
- B. Building and Zoning:

Swimming Pool Permit	\$25
Misc. Zoning Permit	\$25
Sidewalk Permit	\$25
Sign Permit	See Building Permits
Structure Movement Permit	\$95
Demolition Permit (Including ROW Permit)	\$150
Right of Way Permit	\$100
Home Occupation Permit	\$95
Variance Review	\$250 per variance
Zoning Board of Appeals: Petitioned Interpretation Review	\$150

Zoning Board of Appeals: Appeal Review	\$250
Lot Split/Combination: City Ordinance Section 16.2	\$150 plus \$5.00 per lot
Public or Private Road Plan Reviews	\$400 per mile/fraction
Consulting Fees	Actual consultant costs
Zoning Code	\$10 CD, \$25 Paper Copy
Engineering Standards Manual	\$10 CD, \$25 Paper Copy
Medical Marijuana Dispensary/Facility Review	\$500

C. Subdivision Review

Preliminary Subdivision Review-Tentative	\$300 plus \$5.35 per lot
Preliminary Subdivision Review- Final	\$160 plus \$2.70 per lot
Final Plat Review	\$160 plus \$1.00 per lot

19. Chapter 1: Municipal Civil Infraction Fines

Civic Infraction Citation Fines:

First Offense	\$100
Second Offense	\$200
Third Offense	\$300

Civic Infraction Notice Fines:

First Offense	\$75
Second Offense	\$150
Third Offense	\$250

20. Rental Inspection Program Fees

Registration	\$75 for the first unit, plus \$20 for each additional unit on a shared premises, with common ownership and management, or within recognized apartment complexes
Follow up inspections	The initial and one follow-up inspection will be performed without additional fees. Subsequent inspections shall be charged at the rate of \$25/unit
Registration Updates/Amendments	No charge
Coverage	The initial fee covers the registration and first inspection and is valid until the resulting certificate of compliance expires
Pro-ration	There shall be no pro-ration of fees

ADOPTION & REVISION HISTORY:

Resolution No. 050711-07	Dated July 11, 2005
Resolution No. 100208-06	Dated February 8, 2010
Resolution No. 101206-04	Dated December 6, 2010 (Water-Sewer-RTS)
Resolution No. 111114-05	Dated November 14, 2011 (Park Fees)
Resolution No. 110613-07	Dated June 13, 2011 (Water Fees)
Resolution No. 120611-05	Dated June 11, 2012 (Water Fees)
Resolution No. 120709-05	Dated July 9, 2012 (Bulk Water Fees)
Resolution No. 130610-09	Dated June 10, 2013 (Water Fees)
Resolution No. 130826-06	Dated August 26, 2013 (K.W.A. Water Fees)
Resolution No. 140922-07	Dated September 22, 2014 (Utility and MMD Fees)
Resolution No. 150824-05	Dated August 24, 2015 (FOIA, Rentals, Utility Fees)
Resolution No. 151214-05	Dated December 14, 2015 (Parking)
Resolution No. 160523-05	Dated May 23, 2016 (Water and Sewer)
Resolution No. 160808-04	Dated August 8, 2016 (Solicitation)
Resolution No. 171023-07	Dated October 23, 2017 (Building; Police Removal)
Resolution No. 180312-06	Dated March 12, 2018 (Building Penalty)
Resolution No. 181126-07	Dated November 26, 2018 (Parking)
Resolution No. 190325-09	Dated March 25, 2019 (Water)

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

Resolution No. 200309-8D

**RESOLUTION TO ENTER CLOSED SESSION TO
CONSIDER PROPERTY TRANSACTION/LEASE (ROLL
CALL VOTE)**

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek has potential business concerning the transaction or lease of real property, and;

WHEREAS, the MCL 15.268(d) permits a governing body to enter a closed session to consider the purchase or lease of real property up to the time an option to purchase or lease that property is obtained.

NOW THEREFORE, BE IT RESOLVED the City of Swartz Creek City Council exit the regular session of the city council and enter into a closed session for the purpose of discussion related to the consideration of the purchase or lease of real property.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE REGULAR COUNCIL MEETING
DATE 02/24/2020**

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

Invocation and Pledge of Allegiance.

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

Councilmembers Absent: None.

Staff Present: City Manager Adam Zettel, Clerk Connie Olger, Director of Community Services Andy Harris.

Others Present: Lania Rocha, Bob Plumb, Steve Long, John Wilson, Charles Campbell, Len Thomas, Metro PD Chief Bade, Officer Montney, Samantha Fountain, Brenda Huyck, Mark Gonyea, George Hicks.

APPROVAL OF MINUTES

Resolution No. 200224-01

(Carried)

Motion by Councilmember Henry
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Minutes of the Regular Council Meeting held Monday February 10, 2020 to be circulated and placed on file.

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

APPROVAL OF AGENDA

Resolution No. 200224-02

(Carried)

Motion by Councilmember Cramer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council approve the Agenda as, printed for the Regular Council Meeting of February 24, 2020, to be circulated and placed on file.

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

CITY MANAGER'S REPORT

Resolution No. 200224-03

(Carried)

Motion by Councilmember Farmer
Second by Councilmember Gilbert

I Move the Swartz Creek City Council accept the City Manager's Report of February 24, 2020, including reports and communications to be circulated and placed on file.

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

MEETING OPENED TO THE PUBLIC:

Steve Long, 5356 Worchester, residents request the council have more meetings on the Mary Crapo Project. Mr. Zettel responded on March 10, 2020 @ 7:00 p.m. Planning Commission meeting there is a public hearing scheduled regarding the property.

Mike Buza, 5277 Worchester, urged council to consider energy efficiency in the building. There is a program TALP for municipalities that he can supply information on.

Brenda Huyck, Hometown Days, thanked council for approving the emergency plan at past meeting.

Metro PD

UPDATE

Chief Bade & Officer Montney updated the council on the Mari Dan initiative and the working relationship with management. They also commented that Burkeshire Apts. have showed an interest in the initiative.

DNR TRUST FUND GRANT APPLICATION

PUBLIC HEARING

Mr. Zettel gave brief description of the process and informed council this is the third time applying for this grant.

OPEN: 7:21 p.m.

None.

END: 7:22 p.m.

COUNCIL BUSINESS:

A RESOLUTION TO APPROVE THE SUBMITTAL OF A MICHIGAN DEPARTMENT OF NATURAL RESOURCES TRUST FUND GRANT FOR A MATCH TO THE MICHIGAN DEPARTMENT OF TRANSPORTATION GRANT FOR TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

Resolution No. 200224-04

(Carried)

Motion by Councilmember Hicks
Second by Councilmember Cramer

WHEREAS, The City of Swartz Creek, through its Parks and Recreation Committee, recognizes a strong need to expand its trailway system; and

WHEREAS, the City has received grant funding from the Michigan Department of Transportation's Transportation Alternative Program for which the City must provide a match and engineering for a total project cost of \$1,005,700.00; and

WHEREAS, the City is requesting \$300,000.00 to come from the Michigan Department of Natural Resources Trust Fund Grant to be used towards the match of the Michigan Department of Transportation's Transportation Alternative Program Grant and the project's engineering; and

WHEREAS, the City is providing a 70% match to the Michigan Department of Natural Resources Trust Fund Grant of \$705,700.00, of which \$568,000.00 of the match is from the Michigan Department of Transportation's Transportation Alternative Program Grant and \$137,700.00 is from the City's general funds.

NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby approves the Submittal of the Michigan Department of Natural Resources Trust Fund Grant and its match.

Discussion Ensued.

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

A RESOLUTION TO AMEND PART II OF THE CODE OF ORDINANCES BY ADDING CHAPTER 22 - RECOVERY OF PUBLIC SAFETY AND EMERGENCY RESPONSE COSTS

Resolution No. 200224-05

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Hicks

WHEREAS, the City of Swartz Creek seeks to protect the City of Swartz Creek from extraordinary costs associated with emergency responses and the expenses for prosecution of offenses by or on behalf of the City of Swartz Creek by authorizing the imposition of this ordinance amending Part II of the Code of Ordinances by adding Chapter 22.

NOW, THEREFORE, THE CITY OF SWARTZ CREEK ORDAINS:

**CITY OF SWARTZ CREEK
ORDINANCE NO. 446**

An ordinance to amend Part II of the Code of Ordinances by adding Chapter 22, entitled "Recovery of Public Safety and Emergency Response Costs"

THE CITY OF SWARTZ CREEK ORDAINS:

Section 1. Amendment of Part II, addition of Chapter 22 of the Code of Ordinances.

The City hereby amends Part II of the Code of Ordinances of the City of Swartz Creek by adding Chapter 22, entitled "Recovery of Public Safety and Emergency Response Costs"

Sec. 22-1. Definitions

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

Assessable Costs. Those costs for services incurred by the City in connection with a response to a public safety or fire emergency incident, including, but not limited to, the actual labor and material costs of the City (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, costs of equipment operation, cost of materials, costs of transportation, costs of material disposal and costs of contracted labor), whether or not the services are provided by the City or by a third party on behalf of the City; service charges and interest; and attorney's fees, litigation costs, charges, fines or penalties to the City imposed by any court or state or federal

governmental entities, except that the City shall not be fully reimbursed more than once for any expense incurred by the City.

Cost Recovery Schedule. The City shall from time to time adopt resolutions that set forth a schedule of the costs incurred in responding to a public safety or fire emergency incident. The City presumes that the costs listed in this schedule are the true costs incurred by the City in responding to a public safety or fire emergency incident. This schedule shall be available to the public from either the City Clerk, police department, or Fire Authority.

Emergency Services. Emergency medical, public safety, police, fire and civil services.

Emergency Service Fee. This shall mean the cost incurred by the City or its affiliated public safety service providers because of providing emergency services including police, fire, or other support services to a person within the City including but not limited to the following:

1. Officer expenses incurred by the involved police departments or fire authorities the City is a part of or responsible to for monetary contributions, other public officials, or bodies, third parties engaged by the City in responding to the incident. Costs and expenses shall include cost of equipment, operations, personnel, materials used and other expenses including without limitation employee wages, fringe benefits, administrative overhead, costs of equipment including depreciation.
2. Other costs and expenses incurred by the City in providing the emergency service or attempting to collect a fee including legal and engineering fees, litigation costs and expenses, supplies used directly or indirectly in the incident.
3. Costs incurred in accounting for emergency services including billing and collection costs.
4. Costs associated with deployment, including costs associated with dispatch and return of emergency resources.

Excessive Requests for Emergency Assistance. Any request for emergency assistance made to a particular location or premises if such location or premises have requested emergency assistance more than three (3) times in the preceding thirty (30) days.

False Alarms. Any request for emergency assistance made when the person making the request knows there is no actual need for emergency assistance or the request is made by an automated system. Such request may be in any form and includes a request by telephone or any other method,

including the activation of any automated or manual device designed to request or summon emergency assistance. The most senior person responding to a false alarm shall make the determination that there was no actual need for emergency assistance. Any person or premises that cause more than four (4) requests per year for emergency services deemed false alarms shall be financially responsible pursuant to this ordinance.

Illegal Fire. A fire set or determined to be set in violation of a federal, state or local law and shall include an arson fire and a fire set in violation of a “no-burning” ban, order, or ordinance. An illegal fire does not include an unintentional fire or a fire caused by an act of God, i.e., lightning storm.

Non-Resident. Means a person or entity that does not have a primary residence in the City of Swartz Creek, own real property in the City of Swartz Creek, or have a principal office or place of business within the City.

Public Safety or Fire Emergency Incident. One or more of the following: (i) excessive requests for emergency assistance, (ii) a false alarm, (iii) a hazardous material incident or emergency, (iv) an illegal fire, (v) bomb threats, (vi) threats of harm to oneself or others, or (vii) a structure demolition, (viii) utility line failure or damage, or (ix) any extraordinary event requiring emergency assistance.

Responsible Party. A responsible party is an individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or any legal entity that is responsible for a public safety or fire emergency incident or any owner, tenant, occupant, or party in control of real and personal property from which, onto which, or related to which there is a public safety or fire emergency incident and their heirs, estates, successors and assigns.

Utility Line Failure or Damage. The disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport electricity, natural gas, communication or electronic signals (including, but not limited to, telephone, computer, cable television and stereo signals or electronic impulses) if the owner or party responsible for the maintenance of such utility line does not respond within one (1) hour to a request to correct or repair such failure.

Sec. 22-2. Liability for Emergency Service Fees

Emergency Service Fees shall be accessed against any responsible party or parties when the City or its affiliated authorities, contractors, and other third parties have deployed any emergency resources under the following circumstances:

- a. Emergency Services provided for any accident, or fire involving, or related to any motor vehicle, trailer, aircraft, boat, snow mobile, watercraft, or other vehicles owned or operated by a non-resident of the City.
- b. Emergency response to any fire which could be set with a permit, but party responsible for the fire failed to obtain a permit prior to setting the fire.
- c. Emergency response to any fire which could be set with a permit, but which becomes uncontrolled regardless of whether obtaining a permit.
- d. Emergency response provided to any non-resident of the City within the areas of the City opened to the public, such as parks, roads, highways and places of business.
- e. Emergency response to an illegal fire under federal, state or local law. Charges under this sub-section are payable by the responsible party causing in whole, or in part, or responsible in whole, or in part for such illegal fire.
- f. Emergency response to an activity, event, or incident in violation of federal, state, or local laws involving the illegal use of fireworks, or malicious destruction of property.
- g. Emergency response to an activity, event, or incident involving threats of harm to oneself, or another, or another's property which if carried out, would be a violation of federal, state, or local law.
- h. Utility line failure or damage involving disabling of any transmission or service line, cable, conduit, pipeline, wire, or the like used to provide, collect, or transport electricity, natural gas, water, sewer, communication, or electronic signals (including but not limited to telephone, computer, cable, television, or other electronic impulses, if the owner, or party responsible for the maintenance of such utility line does not respond, employing personnel to the scene within one hour of a request to repair, or correct such failure.)
- i. Any emergency service response to a particular location considered an excessive request for emergency assistance. Particular location shall mean the entire area of land occupied by a business, including structures, parking areas and other improved areas utilized, or otherwise legally owned. In a case of a single family home, or condominium it shall mean the dwelling unit, any accessory structure, such as sheds or garages and any other property in which an ownership interest exists. In the case of an apartment complex, particular location shall refer to all areas of the apartment complex for owners, and the dwelling unit rented and common areas occupied without special permission in the case of renters.

Sec. 22-3. Cost Recovery Authorization, Procedure, and Appeal

The City may recover all assessable costs in connection with a public safety or fire emergency services incident from any or all responsible parties jointly and severally.

a. The City Manager or designee shall determine the total assessable costs in consultation with other personnel involved in responding to a public safety or fire emergency incident, and determine whether to assess any, all or part of such costs against any of the responsible parties. In making such determination, the following may be considered:

1. The total assessable costs;
2. The risk the public safety or fire emergency incident imposed on the City, its residents and their property;
3. Whether there was any injury or damage to person or property;
4. Whether the public safety or fire emergency required evacuation;
5. Whether the public safety or fire emergency incident required an unusual or extraordinary use of personnel and equipment; and
6. Whether there was any damage to the environment.

b. In order to determine the assessable costs against a party, the City Manager or designee shall rely on reports of the actual expenses incurred from the personnel involved in responding to the incident and the amounts as set forth in the cost recovery schedule.

d. The City Manager or designee may allocate assessable costs among and between responsible parties, including allocating all or some of such costs jointly and severally against more than one responsible party regardless of whether a responsible party has other legal liability therefore or is legally at fault.

d. If the City Manager or designee determines not to assess all or a part of assessable costs against a responsible party, such determination shall not in any way limit or extinguish the liability of the responsible party to other parties.

e. After determining to assess assessable costs against a responsible party, the City shall prepare and mail an itemized invoice to the responsible party at its last known address. The invoice shall demand full payment within thirty (30) days of billing. Amounts unpaid after thirty (30) days of the billing date will

accrue a late charge, not to exceed the maximum rate permitted by law until said account shall be paid in full.

f. Any person deemed to be responsible for an emergency service fee may appeal that determination by filing a written statement of appeal to the City Manager setting forth the reasons for the appeal. The appeal shall be filed within twenty-one (21) days following the mailing of any invoice, or if not mailed, the date of delivery by other means. The appeal stays payment of the emergency service fee until a final determination by the City Manager. The party appealing may present information and evidence. The City Manager shall make a final determination on any appeal within fourteen (14) days of the filing of any appeal. The determination shall be in writing.

g. The City shall be entitled to pursue any other remedy, or may institute appropriate action or proceedings in a court of competent jurisdiction to collect successful costs from a responsible party. The recovery of accessible cost pursuant hereto does not limit the liability of a responsible party under applicable local, state or federal law to the City, or to any other person, or entity.

Sec. 22-4. Assessable costs, lien upon property.

Accessible costs when not paid, including late payment and interest shall constitute a lien upon real property that shall be payable and collectible in the same manner as real property taxes, including interest and penalties thereto as a cumulative remedy.

Sec. 22-5. Severability.

Should any word, phrase, sentence, or clause of this Ordinance be declared by a court of competent jurisdiction, to be invalid, or unenforceable, the same shall not effect the validly or enforceability of any other provision, or part.

Section 2. Effective date.

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

At a regular meeting of the City Council of Swartz Creek held on the 24th day of February, 2020, Councilmember Gilbert moved for adoption of the ordinance and Councilmember Hicks supported the motion.

The Mayor declared the ordinance adopted.

David Krueger
Mayor

Connie Olger
Clerk

CERTIFICATION

The foregoing is a true copy of Ordinance No. 446 which was enacted by the Swartz Creek City Council at a regular meeting held on the 24th day of February, 2020.

Connie Olger
City Clerk

Discussion Ensued.

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

RESOLUTION TO AFFIRM MAYORAL APPOINTMENTS

Resolution No. 200224-06

(Carried)

Motion by Mayor Pro Tem Pinkston
Second by Councilmember Cramer

WHEREAS, the laws of the State of Michigan, the Charter and Ordinances of the City of Swartz Creek, interlocal agreements in which the City of Swartz Creek is a member, and previous resolutions of the city council require and set terms of offices for various appointments to city boards and commissions, as well as appointments to non-city boards and commissions seeking representation by city officials; and

WHEREAS, there exist vacancies in a number of said positions; and

WHEREAS, said appointments are Mayoral appointments, subject to affirmation of the city council.

NOW, THEREFORE, BE IT RESOLVED, the Swartz Creek City Council concur with the Mayor and City Council appointments as follows:

#200224-8E2 **MAYOR APPOINTMENT:** **George Hicks**
Park Board - Resident
Three year term, expiring December 31, 2022

#200224-8E3 **MAYOR APPOINTMENT:** **Mark Gonyea**
Park Board - Resident
Three year term, expiring December 31, 2022

#200224-8E4 **MAYOR APPOINTMENT:** **Charles Campbell**

Planning Commissioner - Resident
Remainder of Three year term, expiring June 30, 2021

#200224-8E5

MAYOR APPOINTMENT:

David Spillane

Fire Board Member-Swing Seat-Resident
One year term, expiring March 31, 2021

YES: Henry, Cramer, Farmer, Gilbert, Hicks, Krueger, Pinkston.

NO: None. Motion Declared Carried.

MEETING OPENED TO THE PUBLIC:

Mark Gonyea, 5378 Winshall Drive thanked the council for the appointment.

Steve Long, 5356 Worchester Drive voiced concerns with Cost Recovery Ordinance fees.

Mike Buza, wanted to clarify his comments earlier were on behalf of his residency and Sierra Club, Nepessing Group.

REMARKS BY COUNCILMEMBERS:

Councilmember Henry nice to be at my first meeting.

Councilmember Cramer the Complete Count Committee is meeting on March 10th at the Senior Center 12:30-1:30 p.m. He is also meeting with the staff and students of the Honor Society on March 12th.

Councilmember Farmer commented on "The Best" survey in The View.

Councilmember Hicks received a package that was requested to only be opened in a quorum only. She opened package and requested it to be scanned and sent to all council members for review due to the size. Welcome to all the newly appointed members.

Councilmember Gilbert questioned if the Mary Crapo property stipulated that it only be used as school property. Mr. Zettel responded he is not sure but feels sure if there was a restriction it would be found out during the title work.

Len Thomas, Historical Society, commented the Crapo family who donated this property isn't interested being involved with the property.

Mayor Pro Tem Pinkston commented on the rules of population threshold for liquor licensing.

Mayor Krueger asked everyone to please fill out the census information accurately. Snow storm coming over next couple days, everyone drive carefully.

ADJOURNMENT

Resolution No. 200224-07

(Carried)

Motion by Councilmember Gilbert
Second by Councilmember Farmer

I Move the Swartz Creek City Council adjourn the regular meeting at 7:59 p.m.

Unanimous Voice Vote.

David A. Krueger, Mayor

Connie Olger, City Clerk

FANG ACTIVITY REPORT

February 2020

02/03 – FANG detectives utilized a confidential informant to purchase cocaine from a dealer. The dealer was identified and the investigation is ongoing.

FANG detectives also conducted an undercover buy of 1 ounce of crystal methamphetamine from an unknown dealer in the Flint area. Surveillance was conducted after the buy in an attempt to positively identify the dealer.

02/04 – FANG detectives utilized a confidential informant to purchase crack cocaine from a dealer in the Flint area. The dealer was identified and the investigation is ongoing.

02/05 – FANG detectives utilized a confidential informant to purchase crack cocaine from a known dealer. The dealer was identified and the investigation is ongoing.

02/06 – FANG detectives conducted 2 search warrants in the City of Flint. The search warrants were related to a known crack cocaine dealer. The main suspect was located at one of the houses and taken into custody.

02/10 – FANG detectives utilized a confidential informant to purchase 1 gram of crack cocaine from a known dealer in the Flint area. The investigation is ongoing.

FANG detectives also conducted an undercover purchase of heroin from a dealer operating out of two rooms at the Red Roof Inn in Flint Twp. Search warrants were executed on both rooms and the dealer was taken into custody.

02/11 – FANG detectives conducted an 8 ounce undercover purchase of crystal methamphetamine from a dealer in the Flint area. The dealer was identified and the investigation continued.

02/12– FANG detectives utilized a confidential informant to purchase a gram of heroin. The dealer was identified and the investigation is ongoing.

02/13 – FANG detectives executed a search warrant at the address of a known drug dealer. As a result, FANG detectives seized user amounts of cocaine. The dealer was identified and arrested.

02/18 – FANG detectives utilized a confidential informant to purchase a ½ ounce of crystal methamphetamine from a dealer in the Flint area. The dealer was identified and the investigation is ongoing.

02/25 – FANG detectives conducted a buy/bust on a crystal meth dealer who had sold to FANG undercover officers on 02/03 and 02/11. FANG detectives ordered up 20 ounces of crystal methamphetamine and met the dealer at a predetermined location. Once the deal was complete, FANG detectives along with support units moved in and arrested the dealer.

02/27 – FANG detectives utilized a confidential informant to purchase a gram of cocaine from a known dealer in the Flint area. The investigation is ongoing.

**Public Works
Monthly Work Orders**

03/02/20

Work Order # Work Order Status	Location ID	Customer Name Service Address	Date Recd Date Comp	Type
20-000020 COMPLETED	HE10-005183-0000-01	MC LEAN, OSCAR 5183 HELMSLEY DR	02/10/20 02/19/20	WATER LEAK
BXRP20-0178 COMPLETED	LO10-004176-0000-01	JUNIOR, ADRIAN 4176 LOCUST LN	02/10/20 02/12/20	CURB BOX REPAIR
BXRP20-0179 CANCELLED	MI10-007316-0000-01	HILL, DANIEL 7316 MILLER RD	02/18/20 02/18/20	CURB BOX REPAIR
BXRP20-0181	BI10-005159-0000-03	BENNETT, RICHARD 5159 BIRCHCREST DR	02/25/20	CURB BOX REPAIR
FNRD20-1699	HI10-009267-0000-03	POTTER-AMODE, KRISTI 9267 HILL RD	02/05/20	FINAL READ
FNRD20-1701 COMPLETED	WA10-007455-0000-11	IDEAL LIVING HOMES LLC 7455 WADE ST	02/07/20 02/07/20	FINAL READ
FNRD20-1703 COMPLETED	EL10-003500-0000-04	DURSO, RYAN 3500 ELMS RD	02/07/20 02/07/20	FINAL READ
FNRD20-1705 COMPLETED	MI10-008383-0000-02	VANOVER, MATTHEW 8383 MILLER RD	02/11/20 02/11/20	FINAL READ
FNRD20-1706 COMPLETED	CO20-007449-0000-02	CUSSANS, TERRY 7449 COUNTRY MEADOW DR	02/12/20 02/13/20	FINAL READ
FNRD20-1707 COMPLETED	CA10-008403-0000-02	JMZ PROPERTIES 8403 CAPPY LN	02/13/20 02/18/20	FINAL READ
FNRD20-1708 COMPLETED	CH30-007551-0000-09	DIANNE K NEMER TRUST 7551 CHURCH ST	02/13/20 02/13/20	FINAL READ
FNRD20-1709 COMPLETED	MI10-005428-0000-12	IVEY, JAMES 5428 MILLER RD	02/14/20 02/18/20	FINAL READ
FNRD20-1710 COMPLETED	MI10-007255-0000-01	BENSCH, ROBERT 7255 MILLER RD	02/18/20 02/18/20	FINAL READ
FNRD20-1711 COMPLETED	DO10-005380-0000-03	ADAMS, PATRICK 5380 DON SHENK DR	02/18/20 02/18/20	FINAL READ
FNRD20-1712 COMPLETED	OA10-005138-0000-01	BRIGGS, CAROL J 5138 OAKVIEW DR	02/26/20 02/26/20	FINAL READ
FNRD20-1713 COMPLETED	MO20-004197-0000-01	GARZA, MARIA 4197 MOUNTAIN ASH LN	02/21/20 02/21/20	FINAL READ
FNRD20-1714 COMPLETED	WI20-005058-0000-03	ALLEN-ANTHONY, NICOLE 5058 WINSTON DR	02/26/20 02/26/20	FINAL READ
GWO20-0562 COMPLETED	CI10-008083-0000-01	CITY OF SWARTZ CREEK 8083 CIVIC DR	02/03/20 02/06/20	GENERIC WORK ORDE
GWO20-0563 COMPLETED	MI10-008048-0000-02	KUNZ, DAVID M 8048 MILLER RD	02/06/20 02/11/20	GENERIC WORK ORDE
HYDR20-0027 City Council Packet	EL20-007506-0000-02	POGUE, RACHEL 7506 ELIZABETH CT	02/28/20	HYDRANTS March 9, 2020

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
MNT20-0322 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/03/20 02/03/20	BUILDING MAINTENA
MNT20-0323	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/06/20 02/06/20	BUILDING MAINTENA
MNT20-0324 COMPLETED	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/10/20 02/11/20	BUILDING MAINTENA
MNT20-0325 COMPLETED	MI10-008006-0000-01	HANK & DON'S TAVERN 8006 MILLER RD	02/13/20 02/13/20	BUILDING MAINTENA
MNT20-0326	CI10-008095-0000-01	PERKINS LIBRARY 8095 CIVIC DR	02/26/20	BUILDING MAINTENA
MTRP20-0586 COMPLETED	FO10-005026-0000-03	JOHNS, RONALD 5026 FORD ST	02/04/20 02/04/20	METER REPAIR
READ20-0776 COMPLETED	KR20-004276-0000-01	SPRINGVALE ASSISTED LIVING 4276 KROGER DR	02/06/20 02/06/20	READ METER
READ20-0777 COMPLETED	RE10-004186-0000-03	IANA HARRINGTON 4186 RED OAK LN	02/06/20 02/07/20	READ METER
READ20-0778	RE10-004186-0000-03	IANA HARRINGTON 4186 RED OAK LN	02/14/20	READ METER
READ20-0779 CANCELLED	MI10-008138-0000-01	SHARP FUNERAL HOME 8138 MILLER RD	02/11/20 02/11/20	READ METER
SETM20-0089	MO10-004141-0000-01	MEIJER 4141 MORRISH RD	02/13/20	SET METER
SETM20-0090 COMPLETED	MO10-004165-0000-01	BIGGBY COFFEE 4165 MORRISH RD	02/20/20 02/13/20	SET METER
SETM20-0091	MO10-004165-0000-01	BIGGBY COFFEE 4165 MORRISH RD	02/21/20	SET METER
SNOW20-0012	DA10-005190-0000-01	WHEATON, LEROY 5190 DAVAL DR	02/28/20	SNOW/ICE REMOVAL
SNOW20-0013	GA10-004518-0000-05	LLOYD, PENNY 4518 GATEWAY BLVD	02/28/20	SNOW/ICE REMOVAL
TRDN20-0094 COMPLETED	YO10-009246-0000-01	SNEAR, JAMES H 9246 YOUNG DR	02/04/20 02/04/20	TREE-TAKE DOWN
TRDN20-0095	DU10-005326-0000-01	WYATT, DONALD 5326 DURWOOD DR	02/05/20	TREE-TAKE DOWN
WOFF20-2329 CANCELLED	LO10-004176-0000-01	JUNIOR, ADRIAN 4176 LOCUST LN	02/04/20 02/04/20	WATER TURN OFF
WOFF20-2331 COMPLETED	CH10-009033-0000-01	SPOHN, RAE 9033 CHELMSFORD DR	02/19/20 02/19/20	WATER TURN OFF
WOFF20-2332 CANCELLED	OA10-005247-0000-03	JONES, TRACI 5247 OAKVIEW DR	02/19/20 02/19/20	WATER TURN OFF
WOFF20-2333	BI10-005238-0000-02	REO TRUST 2017-RPL1 5238 BIRCHCREST DR	02/18/20	WATER TURN OFF
WOFF20-2334	FO10-005014-0000-04	PERKINS, BRIAN	02/18/20	WATER TURN OFF

Work Order #	Location ID	Customer Name	Date Recd	Type
Work Order Status		Service Address	Date Comp	
COMPLETED		5014 FORD ST	02/19/20	
WOFF20-2335	HI20-004172-0000-02	SHIN, YOUNG R	02/18/20	WATER TURN OFF
COMPLETED		4172 HICKORY LN	02/19/20	
WOFF20-2336	LU10-009128-0000-03	MC CROON, ERIC	02/18/20	WATER TURN OFF
		9128 LUEA LN		
WOFF20-2337	MA20-008041-0000-05	ADOLPH, MATTHEW	02/18/20	WATER TURN OFF
COMPLETED		8041 MAPLE ST	02/18/20	
WOFF20-2338	MA20-008095-0000-03	PASHEEK, RYAN L	02/18/20	WATER TURN OFF
COMPLETED		8095 MAPLE ST	02/18/20	
WOFF20-2339	MO10-004505-0000-08	BROHN, JOHN	02/18/20	WATER TURN OFF
COMPLETED		4505 MORRISH RD	02/19/20	
WOFF20-2340	SE20-005178-0000-01	SIMMONDS, DAN	02/18/20	WATER TURN OFF
COMPLETED		5178 SEYMOUR RD	02/18/20	
WOFF20-2341	BI10-005159-0000-03	BENNETT, RICHARD	02/24/20	WATER TURN OFF
COMPLETED		5159 BIRCHCREST DR	02/24/20	
WOFF20-2342	CH20-009104-0000-03	MCDONALD, ALICIA	02/24/20	WATER TURN OFF
CANCELLED		9104 CHESTERFIELD DR	02/24/20	
WTON20-1345	MI10-008295-0000-06	VIALPANDO, TARA	02/05/20	WATER TURN ON
COMPLETED		8295 MILLER RD	02/05/20	
WTON20-1346	HI20-004172-0000-02	SHIN, YOUNG R	02/18/20	WATER TURN ON
COMPLETED		4172 HICKORY LN	02/19/20	
WTON20-1347	MA20-008041-0000-05	ADOLPH, MATTHEW	02/18/20	WATER TURN ON
COMPLETED		8041 MAPLE ST	02/18/20	
WTON20-1348	MA20-008095-0000-03	PASHEEK, RYAN L	02/18/20	WATER TURN ON
COMPLETED		8095 MAPLE ST	02/18/20	
WTON20-1349	SE20-005178-0000-01	SIMMONDS, DAN	02/18/20	WATER TURN ON
COMPLETED		5178 SEYMOUR RD	02/18/20	
WTON20-1350	FO10-005014-0000-04	PERKINS, BRIAN	02/19/20	WATER TURN ON
COMPLETED		5014 FORD ST	02/19/20	
WTON20-1351	MO10-004505-0000-08	BROHN, JOHN	02/20/20	WATER TURN ON
COMPLETED		4505 MORRISH RD	02/20/20	
WTON20-1352	CH10-009033-0000-01	SPOHN, RAE	02/24/20	WATER TURN ON
COMPLETED		9033 CHELMSFORD DR	02/25/20	
WTON20-1353	BI10-005159-0000-03	BENNETT, RICHARD	02/25/20	WATER TURN ON
COMPLETED		5159 BIRCHCREST DR	02/25/20	
WTON20-1354	WI20-005058-0000-03	ALLEN-ANTHONY, NICOLE	02/26/20	WATER TURN ON
COMPLETED		5058 WINSTON DR	02/26/20	

Total Records: 60

DPS ACTIVITY FEBRUARY 2020

	<u>REGULAR</u>	<u>HOLIDAY</u>	<u>VACATION</u>	<u>ABSENT</u>	<u>OT</u>	<u>DT</u>
101 GENERAL FUND						
262.0 ELECTIONS						
345.0 P S BLDG	26.02	0.33				
410.0 BUILDING/ZONING/PLAN	7.60	0.40				
781.0 AMPHI-PARK						
782.0 ABRAMS PARK	7.04	0.91				
783.0 ELMS PARK	74.08	7.80	3.34	3.58		
784.0 BICENT. PARK						
790.0 SENIOR CENTER/LIBRAH	33.04	0.66				
793.0 CITY HALL	25.84	0.16				
794.0 COMM PROMO	1.52	0.08				
796.0 CEMETERY						
202 MAJOR STREET FUND						
429.0 SAFETY						
441.0 PARK & RIDE	7.00					
463.0 STREET MAIN	20.04	1.31	0.67	0.71		
474.0 TRAFFIC	8.00					
478.0 SNOW & ICE	45.00	2.08	0.40	0.94	22.00	6.00
482.0 ADMIN	18.24	0.96				
203 LOCAL STREET FUND						
429.0 SAFETY						
463.0 STREET MAIN	34.04	1.79	0.67	1.14		
474.0 TRAFFIC	1.00	0.13	0.13	0.07		
478.0 SNOW & ICE	74.00	6.81	1.60	2.19	8.00	5.00
482.0 ADMIN	21.28	1.12				
226 GARBAGE FUND						
528.0 COLLECT	3.04	0.16				
530.0 WOODCHIPPING	3.04	0.16				
782.0 ABRAMS PARK GARBAGE	1.00					
783.0 ELMS PARK GARBAGE	7.00	0.25				
793.0 CITY HALL	5.70					
590 WATER						
540.0 WATER SYSTEM	121.00	4.62	0.53	1.14	7.00	
540.0 WATER-ON CALL						
542.0 READ & BILL	49.25	0.66	0.33	0.36		
793.0 CITY HALL	14.25					
591 SEWER						
536.0 SEWER SYSTEM	49.40	2.82		0.33		
536.0 SEWER-ON CALL						
537.0 LIFT STATION	3.04	0.16				
542.0 READ & BILL	49.25	0.66	0.33	0.36		
793.0 CITY HALL	14.25					
661 MOTOR POOL FUND						
795.0 CITY GARAGE	188.04	13.97		3.18		
DAILY HOURS TOTAL	912.00	48.00	8.00	14.00	37.00	11.00

DPS Equipment Rental
 February 2020
 Page 1

Nature Of Work	4WD 7-15,3-08 2-08, 10-18	4WD 7-15,3-08 2-08, 10-18a	2WD 5-16	JCB Backhoe 06'00	Backhoe w/breaker 06'00a	Bucket Truck 6-99	Brush Hog 09'02	Dump 11	Dump w/plow 11a	Dump 12'02	Dump w/plow 12'02a	Dump 12-04	Dump w/plow 12-04a
101.262 Elections													
101.450 Forestry													
101.781 Pajitas Amphitheater													
101.782 Winshall Pk		1											
101.783 Elms Pk	9	2											
101.784 Bicentennial Pk													
101.790 Sen Ctr./Lib	25	3											
101.345 PS Bldg	17	3											
101.793 City Hall	62	12											
101.794 Comm Promo	2												
661.795 City Garage	6												
101.796 City Cem													
202.463 Maint. Major	10												
202.474 Traffic-Major	2					2							
202.478 Snow/Ice-Maj	10	6								22.5		36	
202.482 Major-Admin													
203.463 Maint-Local	10												
203.474 Traffic-Local													
203.478 Snow/Ice-Local	2	14								17		18	
203.482 Local-Admin													
226.528 Waste Collect													
226.530 Woodchipping													
590.540 Water System	58												
590.542 Water-Read/Bill	43.75		2										
591.536 Sewer System	9												
591.537 Sewer Lift Stat													
226.782 Winshall Pk Gbg													
226.783 Elms Pk Gbg	3												
591.542 Sewer Read/Bill	43.75		2										
Total	312.5	41	4	0	0	2	0	0	0	39.5	0	54	0

Nature Of Work	Case Backhoe 17	Sweeper 8-07	JD Tractor 19	Chipper #21	#42 Arrow	Kubota 5-18											
101.262 Elections																	
101.450 Forestry																	
101.781 Pajtas Amphi																	
101.782 Winshall Pk																	
101.783 Elms Pk						6											
101.784 Bicentennial Pk																	
101.790 Sen Ctr./Lib																	
101.345 PS Bldg																	
101.793 City Hall																	
101.794 Comm Promo																	
661.795 City Garage																	
101.796 City Cem																	
202.463 Maint- Major					2												
202.474 Traffic-Major																	
202.478 Snow/Ice-Maj	16.5					8											
202.482 Major-Admin																	
203.463 Maint-Local	2				4												
203.474 Traffic-Local																	
203.478 Snow/Ice-Local						1											
203.482 Local-Admin																	
226.528 Wast Collect																	
226.530 Woodchipping																	
590.540 Water System	1																
590.542 Water-Read/Bill																	
591.536 Sewer System																	
591.537 Sewer Lift Stat																	
Total	19.5	0	0	0	6	15	0	0	0	0	0	0	0	0	0	0	0

February 2020	MILES DRIVEN		GALLONS GAS PURCHASED		GALLONS DIESEL PURCHASED
#6-16 2WD gas	297.0		15.4		
#7-15 4WD gas	410.0		46.5		
#3-08 P/U 4WD gas	375.0		20.3		
#10-18 P/U diesel	1031.0				84.0
#2-08 P/U 4WD gas	250.0		53.0		
#6-00 BACKHOE diesel					
#11 DUMP gas					
#12-02 DUMP diesel	344.0				87.0
#12-04 DUMP diesel	500.0				130.5
#12-99 GENERATOR gas					
#17 CASE BACKHOE diesel					19.0
#19 JD TRACTOR diesel					
#06-99 BUCKET TRUCK gas	10.0				
#21 WOOD CHIPPER diesel					
#807 STREET SWEEPER diesel					
#42 ASPHALT HEATER diesel					
#37 TRAIL ARROW					
#10-15 GEN gas					
#5-18 KUBOTA (Hours)			6.0		
gas can					
TOTAL	3217.0		141.2		320.5

03/02/2020

CHECK REGISTER FOR CITY OF SWARTZ CREEK
CHECK DATE FROM 02/01/2020 - 02/29/2020

Highlighted amount is total for that vendor

Check Date	Check	Vendor Name	Description	Amount
Bank GEN CONSOLIDATED ACCOUNT				
02/13/2020	47573	ACE OUTDOOR SERVICES LLC	SNOW PLOWING/SHOVELING 1/12/20	530.00
			SNOW PLOWING/SHOVELING 1/18/20	1,065.00
			SNOW PLOWING/SHOVELING 1/19/20	170.00
			SNOW PLOWING/SHOVELING 1/20/20	440.00
				2,205.00
02/13/2020	47574	ACE OUTDOOR SERVICES LLC	CLEARING SIDEWALKS	1,215.00
02/13/2020	47575	ADS PLUS PRINTING LLC	BUSINESS CARDS ZETTEL (500)/CRAMER (250)	176.00
02/13/2020	47576	BFT LP	PET WASTE ELIMINATOR 80 (2000)	96.99
02/13/2020	47577	BIO-SERV CORPORATION	PEST CONTROL - CITY HALL/LIBRARY-SR CTR	110.00
02/13/2020	47578	BIO-SERV CORPORATION	PEST CONTROL - PUBLIC SAFETY BLDG	57.00
02/13/2020	47579	BLUE CARE NETWORK-EAST MI	COBRA MARCH 2020 OBRIEN	684.42
			RETIREE HEALTH MARCH 2020 CLOLINGER	1,383.61
				2,068.03
02/13/2020	47580	BS & A SOFTWARE	PERMIT APP SUBMISSION/BLDG&FA 2/1/20-2/1	1,809.00
02/13/2020	47581	COFFIELD OIL COMPANY INC	FUEL	19.41
02/13/2020	47582	CONNIE OLGER	ADVANCE MARCH 10TH 2020 ELECTION	200.00
02/13/2020	47583	CONSUMERS ENERGY	6425 MILLER PARK & RIDE A 1/6-2/2/20	98.41
02/13/2020	47584	CONSUMERS ENERGY	TRAFFIC LIGHTS 1781 1/1-1/31/20	428.07
02/13/2020	47585	CONSUMERS ENERGY	4524 MORRISH RD 1/1-1/31/20	53.61
02/13/2020	47586	CONSUMERS ENERGY	STREET LIGHTS 1294 1/1-1/31/20	7,362.56
02/13/2020	47587	CONSUMERS ENERGY	SIRENS TRAFFIC LIGHTS 1997 1/1-1/31/20	28.26
02/13/2020	47588	CONSUMERS ENERGY	4125 ELMS RD PAVILION 4437 1/6-2/2/20	32.43
02/13/2020	47589	CONSUMERS ENERGY	4125 ELMS RD 4353 1/6-2/2/20	29.16
02/13/2020	47590	CONSUMERS ENERGY	ELMS PARKING LOT AREA LIGHTS 2300 1/1-1/	33.86
02/13/2020	47591	CONSUMERS ENERGY	48473 LED LIGHT RD WORCHESTER/CHESTERFIE	1,117.03
02/13/2020	47592	CONSUMERS ENERGY	8100 CIVIC DR A 1/4-1/30/20	1,353.36
02/13/2020	47593	CONSUMERS ENERGY	8301 CAPPY LN A 1/4-1/30/20	411.13
02/13/2020	47594	CONSUMERS ENERGY	8083 CIVIC DR A 1/3-1/29/20	624.27
02/13/2020	47595	CONSUMERS ENERGY	5121 MORRISH RD A 1/3-1/29/20	629.59
02/13/2020	47596	CONSUMERS ENERGY	5015 HOLLAND DR LOT LIGHTS A 1/3-1/29/20	39.21
02/13/2020	47597	CONSUMERS ENERGY	4510 MORRISH RD A 1/3-1/29/20	37.48
02/13/2020	47598	CONSUMERS ENERGY	8059 FORTINO DR A 1/3-1/29/20	30.24
02/13/2020	47599	CONSUMERS ENERGY	8499 MILLER RD A 1/2-1/29/20	27.79
02/13/2020	47600	CONSUMERS ENERGY	5257 WINSHALL DR 1/3-1/29/20	26.05
02/13/2020	47601	CONSUMERS ENERGY	5361 WINSHALL DR 8369 A 1/3-1/29/20	27.40
02/13/2020	47602	CONSUMERS ENERGY	9099 MILLER RD A 1/3-1/29/20	29.31
02/13/2020	47603	CONSUMERS ENERGY	5361 WINSHALL DR #2 RESTRMS 9987 A 1/3-1	26.98
02/13/2020	47604	CONSUMERS ENERGY	8095 CIVIC DR A 1/3-1/29/20	564.11
02/13/2020	47605	CONSUMERS ENERGY	8011 MILLER RD A 1/3-1/29/20	26.32
02/13/2020	47606	COOKS PERFORMANCE DIESEL	CHANGED OIL & FILTER/CHANGED FUEL FILTER	284.15
02/13/2020	47607	DAVID KRUEGER	SMALL CITIES MEETING DINNER	11.81
02/13/2020	47608	DEANNA KORTH	BANK MILEAGE DEANNA JANUARY 2020	49.34
02/13/2020	47609	DELTA DENTAL PLAN	MARCH 2020 RETIREE DENTAL (6)	434.12
02/13/2020	47610	ENERGY REDUCTION COALITION	EXCESS BENEFIT PAYMENT	1,136.79
02/13/2020	47611	FAMILY FARM AND HOME INC	JANUARY 2020 INVOICES	297.71
02/13/2020	47612	FERGUSON ENTERPRISES INC	4 LITER BUFFER SLTN 7.0 PH	54.37
02/13/2020	47613	FERGUSON WATERWORKS #3386	R900 V4 WALL MIU (QTY 340)	33,660.00
02/13/2020	47614	FIDELITY SECURITY LIFE INSUR/EYEMED	FEB 2020 RETIREE VISION (6)	43.44
02/13/2020	47615	FLINT WELDING SUPPLY	CYLINDER COMPRESSED OXYGEN	5.00
02/13/2020	47616	GCGC	GCGC MEETING 2/20/2020	15.00
02/13/2020	47617	GILL ROYS HARDWARE	JANUARY 2020 INVOICES LESS DISCOUNT	359.07
02/13/2020	47618	I T RIGHT INC	OFFICE 365 EXCHANGE ONLINE 3/1/20-2/28/2	576.00
02/13/2020	47619	J W MORGAN CONSTRUCTION LLC	NEW DOOR & INSTALLATION AT LIBRARY	913.00
02/13/2020	47620	JERRY'S TIRE	TIRES (4)/BALANCE/MOUNT	763.48
02/13/2020	47621	JODY KEY	BANK MILEAGE JODY JAN. 2020	4.49
02/13/2020	47622	JOHNS TRUCK SERVICE	ANTIFREEZE (3)/REPLACE WATER PUMP	527.55

02/13/2020	47623	LEGACY ASSESSING SERVICES INC	ASSESSING SERVICES FEBRUARY 2020	2,618.00
02/13/2020	47624	MY-CAN LLC	PORT-A-JON RENTAL/CLEANING	400.00
02/13/2020	47625	OHM ADVISORS	DYE TO ELMS TRAIL	21,501.50
02/13/2020	47626	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK 020620 (2)	777.00
02/13/2020	47627	PASHION COOPER	ELMS PARK DEPOSIT REFUND 9/7/19 #3	100.00
02/13/2020	47628	PITNEY BOWES INC.	11/29/19-2/28/20 LEASING CHARGES	144.12
02/13/2020	47629	ROWE PROFESSIONAL SERVICES CO	GIS MAPPING SERVICES	2,035.00
02/13/2020	47630	ROWE PROFESSIONAL SERVICES CO	BRIDGE INSPECTION	425.00
02/13/2020	47631	STAPLES	HP55A BLACK TONER CARTRIDGE	101.06
02/13/2020	47632	STATE OF MICHIGAN DEPT TRANS	SIGNAL ENERGY QTR 3 2019	41.89
02/13/2020	47633	STATE OF MICHIGAN-DEQ WTR	ANNUAL STORM WATER MS4 FEE 2020	3,000.00
02/13/2020	47634	SUBURBAN AUTO SUPPLY	CUTTING TIP FOR TORCHES	18.99
			WIRE ACCESSORY/SPLIT LOOM	37.49
			OIL FILTER/5W30 OIL (12)	52.87
			PRIMARY WIRE	6.99
			RETURN OIL FILTER/OIL FILTER	(1.00)
				115.34
02/13/2020	47635	UNUM LIFE INSURANCE	MARCH 2020 RETIREE LIFE (4)	49.73
02/13/2020	47636	VERIZON WIRELESS	MONTHLY STATEMENT 1/2-2/1/20	434.37
02/27/2020	47637	B & S HYDRAULIC & AIR TOOL REPAIR	SALT SPREADER MOTOR	60.50
02/27/2020	47638	Capitol Supply & Service	BD PAYMENT REFUND 32 BROOKFIELD	95.00
02/27/2020	47639	CAROL HEMPSALL	2019 WIN TAX OVR PMT 58-36-651-247	3.00
02/27/2020	47640	CHARTER TOWNSHIP OF MUNDY	JAN 2020 JOINT INSP & PERMIT FEES	7,875.54
02/27/2020	47641	CHASE CARD SERVICES	1/22/20-2/21/20	843.66
02/27/2020	47642	CITY OF SWARTZ CREEK	REIMB PETTY CASH	144.95
02/27/2020	47643	COLONY HARDWARE CORPORATION	RECIP BLADE (25)/18V TO 20V BATTERY ADAP	90.82
02/27/2020	47644	COMCAST BUSINESS	2/26-3/25/20 MONTHLY INVOICE	143.30
02/27/2020	47645	DETROIT SALT COMPANY	ROCK SALT AT \$59.07 PER TON	2,944.05
			ROCK SALT AT \$59.07 PER TON	3,090.54
			ROCK SALT AT \$59.07 PER TON	3,037.97
				9,072.56
02/27/2020	47646	FIRST ADVANTAGE OCCUP HEALTH SER CO	CLINIC COLLECTION/MILEAGE	159.85
02/27/2020	47647	GEN CTY ROAD COMMISSION	JAN 2020 S-MTCE & OPERATIONS	17.08
02/27/2020	47648	GENESEE CTY DRAIN COMMISSIONER	WATER 12/30/19-1/29-20 1,893,138 CF	120,355.44
02/27/2020	47649	INTEGRITY BUSINESS SOLUTIONS	KITCHEN ROLL TOWELS 2 CT	52.60
02/27/2020	47650	JEROME J GALLAGHER PHD	SERVICES RENDERED A. HARRIS	1,497.00
02/27/2020	47651	KNAPHEIDE TRUCK EQUIPMENT	PLOW EQUIPMENT ASSEMBLY PER QUOTE BS0000	6,584.05
02/27/2020	47652	MARGARET BURNHAM	2019 WIN TAX OVR PMT 58-35-576-025	9.00
02/27/2020	47653	METRO POLICE AUTH OF GENESEE COUNTY	DEC 2019 ORDIN FEES	1,123.65
			JAN 2020 ORDIN FEES	817.41
				1,941.06
02/27/2020	47654	MICHIGAN PIPE AND VALVE	ANGLE METER VALVE (6)	360.00
			CURB BOX (6)/CURB BOX ROD (6)	306.00
			MARKING FLAGS (100)	16.00
				682.00
02/27/2020	47655	OFFICE DEPOT CREDIT PLAN	MONTHLY STATEMENT	54.62
02/27/2020	47656	PARAGON LABORATORIES INC	WATER SAMPLES WO SWARTZ CREEK 020620 (36)	328.00
02/27/2020	47657	PENNYMAC	2019 Win Tax Refund 58-03-531-172	404.42
02/27/2020	47658	SIMEN FIGURA & PARKER PLC	MONTHLY INVOICE JAN 2020	5,235.47
02/27/2020	47659	SOUTHERN TRUCK EQUIPMENT INC	DUMP BODY AND CHIPPER HOOD PER QUOTE Q-1	19,738.00
02/27/2020	47660	STAPLES	LABELS 3 BOXES	60.47
02/27/2020	47661	STATE OF MICHIGAN DEP OF STATE	RENEW NOTARY C OLGER	10.00
02/27/2020	47662	SUBURBAN AUTO SUPPLY	ANTIFREEZE	11.99
02/27/2020	47663	SUPER FLITE OIL CO INC	FUEL - DPW JANUARY 2020	1,149.77
02/27/2020	47664	SWARTZ CREEK AREA FIRE DEPT.	FIRE SERVICE JANUARY 2020	2,517.82
02/27/2020	47665	TERRY CUSSANS	UB REFUND FOR 7449 COUNTRY MEADOW	82.32
02/27/2020	47666	TRI-COUNTY ROOFING CO	ROOF REPAIR 8100 CIVIC DR PER QUOTE 1/29	500.00

GEN TOTALS:

Total of 94 Checks:

271,591.68

Less 0 Void Checks:

0.00

Total of 94 Disbursements:

271,591.68

City of Swartz Creek

Building Permit List

2020

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Building							
PB1900039	02/10/20	TOMASZEWSKI, ANNA	(810) 618 2208	58-36-530-003	\$5,000	\$115.00 4173 HICKORY LN	48473-Res Add/Alter/Repair
PB2000005	02/06/20	NIEDZIELSKI, ALEXANDER	(810) 938 1346	58-36-100-005	\$9,500	\$215.00 7325 BRISTOL RD	48473-Res Add/Alter/Repair
PB2000006	02/24/20	RBF Construction Inc	(810) 938 8498	58-01-100-047	\$35,000	\$415.00 8021 MILLER RD	48473 Com Add/Alter/Repair
PB2000007	02/19/20	Hanson's Window & Constructi	(248) 581 3030	58-01-100-012	\$13,556	\$100.00 7503 GROVE ST	48473-Roofing
Total:		4 Permits	Value: \$63,056		Fee Total: \$845.00		Total Number of Dwelling Units 0

Electrical

PE2000006	02/11/20	LJ Electric LLC	(810) 644 7769	58-36-651-200	\$0	\$150.00 4289 SPRINGBROOK DR	48473-Electrical
PE2000007	02/11/20	Vetcon, Inc.	(810) 820 2468	58-01-100-007	\$0	\$267.00 5181 MORRISH RD	48473-Electrical
PE2000008	02/12/20	JG Electric	(810) 252 2176	58-02-501-102	\$0	\$140.00 5171 OAKVIEW DR	48473-Electrical
PE2000009	02/24/20	Quality One Electric Inc	(810) 210 1878	58-01-100-047	\$0	\$235.00 8021 MILLER RD	48473 Electrical
PE2000010	02/24/20	Ted's Electric Service, Inc.	(989) 689 6241	58-02-200-036	\$0	\$560.00 8230 CRAPO ST	48473 Electrical
PE2000011	02/25/20	McPhee Electric	(517) 645 2300	58-03-532-036	\$0	\$170.00 5329 OAKVIEW DR	48473-Electrical
PE2000012	02/25/20	Oak Electric Service	(248) 623 4900	58-03-528-018	\$0	\$151.00 9056 CHELMSFORD DR	48473-Electrical
Total:		7 Permits	Value: \$0		Fee Total: \$1,673.00		Total Number of Dwelling Units 0

Mechanical

PM200006	02/11/20	LJ Electric LLC	(810) 644 7769	58-36-651-200	\$0	\$165.00 4289 SPRINGBROOK DR	48473-Mechanical
PM200007	02/13/20	Blessing Co.	(810) 694 4861	58-01-100-007	\$0	\$190.00 5181 MORRISH RD	48473-Mechanical
PM200008	02/25/20	Oak Electric Service	(248) 623 4900	58-03-528-018	\$0	\$190.00 9056 CHELMSFORD DR	48473-Mechanical

City of Swartz Creek

Building Permit List

2020

Permit No.	Date	Applicant	Phone	Tax ID No.	Value of Const/Permit Fee	Location	Type of Construction
Total:		3 Permits	Value: \$0		Fee Total: \$545.00		Total Number of Dwelling Units 0

Plumbing

PP200001	02/10/20	Palmer Plumbing	(810) 687 6004	58-01-100-047	\$0	\$287.00	8021 MILLER RD	48473 Plumbing
PP200002	02/18/20	A-1 Professional Plumbing, Inc.	(810) 621 9441	58-36-751-001	\$0	\$145.00	4165 MORRISH RD	48473 Plumbing
PP200003	02/18/20	Ballard Plbg Co	(810) 691 9077	58-02-526-042	\$0	\$275.00	5125 MC LAIN ST	48473-Plumbing
Total:		3 Permits	Value: \$0		Fee Total: \$707.00		Total Number of Dwelling Units 0	

Right of Way

PROW-0160	02/12/20	CONSUMERS ENERGY COR		58-35-400-007	\$0	\$100.00	8228 MILLER RD	48473-Right of way
PROW-0161	02/19/20	CONSUMERS ENERGY COM		58-01-502-059	\$0	\$100.00	5121 MORRISH RD	48473 Right of way
Total:		2 Permits	Value: \$0		Fee Total: \$200.00		Total Number of Dwelling Units 0	

Permit Total: 19

Value: \$63,056

Fee Total: \$3,970.00

Permit.DateIssued Between 2/1/2020 12:00:00 AM AND 2/29/2020 11:59:59 PM

Enforcements By Category

03/03/20

BUILDING VIOLATIONS

Enforcement Number	Address	Status	Filed	Closed
E20-001	5021 SCHOOL ST	No Violation	02/20/20	02/20/20
			Total Entries: 1	

Total Records: 1

Population: All Records
Enforcement.DateFiled Between 2/1/2020 12:00:00 AM AND 2/29/2020 11:59:59 PM

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5300 OAKVIEW DR	58-03-200-006	Underground	02/03/2020	02/03/2020	Approved
6192 MILLER RD	58-31-526-001	Final	02/04/2020	02/04/2020	Approved
5225 SEYMOUR RD	58-03-533-010	Final	02/04/2020	02/04/2020	Approved
5016 MC LAIN ST	58-02-526-058	Final	02/04/2020	02/04/2020	Approved
8021 MILLER RD	58-01-100-047	Site Visit	02/04/2020	02/04/2020	Approved
5300 OAKVIEW DR	58-03-200-006	Floor Pour	02/04/2020	02/04/2020	Approved
7221 BRISTOL RD	58-36-200-020	Swr Tap In	02/05/2020	02/05/2020	Partially Approv
8231 MILLER RD	58-02-526-031	Reinspection	02/06/2020	02/06/2020	Complied
7374 CROSSCREEK DR	58-36-651-230	Final	02/06/2020	02/06/2020	Approved
7515 ELIZABETH CT	58-36-651-057	Final	02/06/2020	02/06/2020	Approved
7515 ELIZABETH CT	58-36-651-057	Final	02/06/2020	02/06/2020	Approved
4165 MORRISH RD	58-36-751-001	Service	02/06/2020	02/06/2020	Approved
4165 MORRISH RD	58-36-751-001	Underground	02/06/2020	02/06/2020	Approved
7551 CHURCH ST	58-36-551-017	Reinspection	02/10/2020	02/10/2020	Complied
5125 MC LAIN ST	58-02-526-042	Framing	02/11/2020	02/11/2020	Partially Approv
8021 MILLER RD	58-01-100-047	Rough	02/11/2020	02/11/2020	Approved
8342 CAPPY LN	58-02-503-039	Initial	02/12/2020	02/13/2020	Violation(s)
8051 INGALLS ST	58-02-200-011	Initial	02/12/2020	02/13/2020	Violation(s)
7325 BRISTOL RD	58-36-100-005	Open Roof	02/12/2020	02/12/2020	Approved
7325 BRISTOL RD	58-36-100-005	Final	02/12/2020	02/12/2020	Approved
4165 MORRISH RD	58-36-751-001	Final-Sign	02/12/2020	02/12/2020	Approved
5048 MC LAIN ST	58-02-526-055	Initial	02/12/2020	02/13/2020	Violation(s)
7508 ELIZABETH CT	58-36-651-059	Final	02/13/2020	02/13/2020	Approved
7557 MASON ST	58-36-551-006	Initial	02/18/2020	02/18/2020	Complied
6103 MILLER RD	58-31-527-004	Initial	02/18/2020	02/18/2020	Complied
5404 MILLER RD	58-29-551-010	Final	02/18/2020	02/18/2020	Approved
7566 MILLER RD	58-36-552-007	Reinspection	02/19/2020	02/20/2020	Complied
5171 OAKVIEW DR	58-02-501-102	Service	02/19/2020	02/19/2020	Approved
5186 SEYMOUR RD	58-03-531-172	Final	02/19/2020	02/19/2020	Approved
5021 SCHOOL ST	58-02-526-003	Code	02/20/2020	02/20/2020	No Violation
4165 MORRISH RD	58-36-751-001	Final	02/20/2020	02/20/2020	Partially Approv
4165 MORRISH RD	58-36-751-001	Final	02/20/2020	02/20/2020	Approved
8230 CRAPO ST	58-02-200-036	Final	02/24/2020	02/24/2020	Approved
7306 MILLER RD	58-36-578-001	Final Zoning	02/25/2020	02/25/2020	Approved
5125 MC LAIN ST	58-02-526-042	Rough	02/25/2020	02/25/2020	Approved
8021 MILLER RD	58-01-100-047	Rough	02/25/2020	02/25/2020	Approved

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result
5228 DON SHENK DR	58-02-503-007	Rough	02/26/2020	02/26/2020	Approved
8048 MILLER RD 1	58-35-576-039	Initial	02/26/2020	02/26/2020	Complied
8048 MILLER RD 2	58-35-576-039	Initial	02/26/2020	02/26/2020	Complied
8048 MILLER RD 3	58-35-576-039	Initial	02/26/2020	02/26/2020	Complied
8048 MILLER RD 4	58-35-576-039	Initial	02/26/2020	02/26/2020	Complied
5173 WINSHALL DR	58-02-503-096	Final	02/27/2020	02/27/2020	Approved
9224 JILL MARIE LN	58-03-534-046	Final	02/27/2020	02/27/2020	Approved
4289 SPRINGBROOK DR	58-36-651-200	Final	02/27/2020	02/27/2020	Approved
4289 SPRINGBROOK DR	58-36-651-200	Final	02/27/2020	02/27/2020	Approved

Inspections: 45

Population: All Records

Inspection.DateTimeScheduled Between 2/1/2020 12:00:00 AM AND 2/29/2020 11:59:59 PM

Certificates With Inspections

03/03/2020

Certificate Number	Address	Date Applied	Since	Issued	Last Inspection	Expires	Status
CR190105	7025 YARMY DR	12/20/2019	12/20/2019	02/04/2020		02/04/2022	Suspended
Initial	KBROWN	Matt Hart	Scheduled				

Population: All Records

Record Count: 1

Certificate.DateIssued Between 2/1/2020 12:00:00 AM
AND 2/29/2020 11:59:59 PM



CITY OF SWARTZ CREEK

PAYMENT IN LIEU OF TAXES (PILOT) SUBMITTAL

COMMUNITIES FIRST, INC.

Mary Crapo Senior Apartments

**8197 Miller Road
Swartz Creek, MI**

TEL: 810-422-5358

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.
FLINT, MI 48503

P.O. BOX 152
FLINT, MI 48501

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



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

Project Overview

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

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

Project Location Details

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

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

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

Swartz Creek Senior Housing Demand

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

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

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

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

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APPLICANT INFORMATION

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

GUARANTORS INFORMATION

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

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

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PROJECT INFORMATION

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

DEVELOPMENT TEAM

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

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Communities First, Inc. Overview

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

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

Affordable Housing

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

Economic Development

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

Developing With The Community In Mind

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

310 E THIRD ST
FLINT, MI 48502

P.O. BOX 152
FLINT, MI 48501

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





Green Life Community Education Program

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

Culture Shock

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

Developing With The Community In Mind

COMMUNITIES FIRST, INC
COMMUNITIESFIRSTINC.ORG

310 E THIRD ST
FLINT, MI 48502

P.O. BOX 152
FLINT, MI 48501

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



Project: Oak Street Senior Apartments



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

Project Type: Permanent Supportive Housing for Elderly

Unit Mix: 24 Units Permanent Supportive Housing

Year of Completion: 2014

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

Total Project Cost: \$5.1 Million

Additional Details: Please visit https://www.youtube.com/watch?v=Velpu15_184 for a video of the ribbon cutting ceremony and https://www.youtube.com/watch?v=c6W_D0_WNXA for more information.

Project: Swayze Court Apartments



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

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

Unit Mix: 28 PSH Units, 8 Units Mixed Affordable

Year of Completion: 2016

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

Total Project Cost: \$8.3 Million

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

Project: Coolidge Park Apartments



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

Project Type: Low Income Housing Tax Credits (LIHTC)

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

Year of Completion: October 2019

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

Total Project Cost: \$16.8 Million

Event: Movies Under the Stars



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

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

Program Years: 2014-2019

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

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



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



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

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

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

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

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

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

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

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

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

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

Recent Experience

Cornerstone Estates – Phase III

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

Woodbridge Estates – Phase VI

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

Bridgeport Apartments

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

Paw Paw Housing Commission

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

Swayze Court Apartments

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

Woodbridge Estates – Senior Apartments

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

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

OPTION TO PURCHASE REAL ESTATE AGREEMENT

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

RECITALS:

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

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

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

I. OPTION TO PURCHASE

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

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

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

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

II. PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE.

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

III. TITLE AND TITLE COMMITMENT.

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

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

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

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

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

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

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

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

IV. INSPECTION AND ENVIRONMENTAL.

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

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

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

V. CONDITIONS PRIOR TO CLOSING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. TAXES AND ASSESSMENTS, FEES AND PRORATIONS.

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

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

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

VIII. CLOSING.

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

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

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

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

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

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

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

(1) The balance of the Purchase Price.

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

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

IX. COMMISSIONS.

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

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

X. DEFAULT AND REMEDIES UPON TERMINATION.

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

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

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

XI. NOTICES.

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

XII. MISCELLANEOUS.

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

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

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

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

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

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

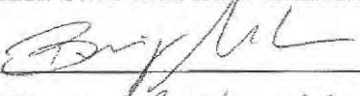
G. **Limited Use.** It is mutually agreed that the Property will be limited to senior housing and other ancillary uses for 30 years and any change in use must be approved by the Swartz Creek Community School Board, which approval shall not be unreasonably withheld.

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

PURCHASER: **Communities First, Inc.**

SELLER: **Swartz Creek Community Schools**

By: 

By: 

Print Name: Glenn A. Wilson

Print Name: BEN MAINKA

Title: President & CEO

Title: SUPERINTENDENT

Date: 1-15-19

Date: 1-10-19

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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

Emailed
10/20/19
to glenn@communitiesfirst.com



November 1, 2019

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

Re: Mary Crapo Building 8197 Miller Rd. Option Extension

Dear Mr. Mainka:

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

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

Please contact me with any questions.

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

 SUPERINTENDENT	12-18-19
Name, Title	Date

Sincerely,



Glenn Wilson
President and CEO
Communities First, Inc.

Empowering People. Building Communities.

COMMUNITIES FIRST, INC.
COMMUNITIESFIRSTINC.ORG

415 W. COURT ST.
FLINT, MI 48503

P.O. BOX 152
FLINT, MI 48501

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

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

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

**Property: Mary Crapo Adaptive Reuse
Flint, MI**

RESIDENTIAL

	Initial Inflator	Future Inflator	Begin in Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income																		
Annual Rental Income	2.00%	2.00%	6	299,820	305,816	311,933	318,171	324,535	331,026	337,646	344,399	351,287	358,313	365,479	372,788	380,244	387,849	395,606
Annual Non-Rental Income	2.00%	2.00%	6	8,500	8,670	8,843	9,020	9,201	9,385	9,572	9,764	9,959	10,158	10,361	10,569	10,780	10,996	11,216
Commercial Rental Income	2.00%			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential Vacancy Loss	5.00%	5.00%	6	14,991	15,291	15,597	15,909	16,227	16,551	16,882	17,220	17,564	17,916	18,274	18,639	19,012	19,392	19,780
Commercial Vacancy Loss	15.00%	10.00%	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Project Revenue				293,329	299,196	305,179	311,283	317,509	323,859	330,336	336,943	343,682	350,555	357,566	364,718	372,012	379,452	387,041
Expenses																		
Management	3.00%			17,520	18,046	18,587	19,145	19,719	20,310	20,920	21,547	22,194	22,860	23,545	24,252	24,979	25,729	26,501
Administration	3.00%			22,520	23,196	23,891	24,608	25,346	26,107	26,890	27,697	28,528	29,383	30,265	31,173	32,108	33,071	34,064
Project-paid Fuel	3.00%	3.00%	6	1,240	1,277	1,316	1,355	1,396	1,437	1,481	1,525	1,571	1,618	1,666	1,716	1,768	1,821	1,876
Common Electricity	3.00%	3.00%	6	9,000	9,270	9,548	9,835	10,130	10,433	10,746	11,069	11,401	11,743	12,095	12,458	12,832	13,217	13,613
Water & Sewer	3.00%	3.00%	6	32,520	33,496	34,500	35,535	36,602	37,700	38,831	39,995	41,195	42,431	43,704	45,015	46,366	47,757	49,189
Operating & Maintenance	3.00%			40,000	41,200	42,436	43,709	45,020	46,371	47,762	49,195	50,671	52,191	53,757	55,369	57,030	58,741	60,504
Payment in Lieu of Taxes				14,674	15,309	15,589	15,873	16,163	16,457	16,757	17,061	17,371	17,686	18,006	18,332	18,663	18,999	19,342
Insurance	3.00%			14,000	14,420	14,853	15,298	15,757	16,230	16,717	17,218	17,735	18,267	18,815	19,379	19,961	20,559	21,176
Other - taxes, licenses, fees	3.00%			1,520	1,566	1,613	1,661	1,711	1,762	1,815	1,869	1,925	1,983	2,043	2,104	2,167	2,232	2,299
Payroll & Benefits	3.00%			37,520	38,646	39,805	40,999	42,229	43,496	44,801	46,145	47,529	48,955	50,424	51,936	53,495	55,099	56,752
Miscellaneous	3.00%			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses				190,514	196,424	202,138	208,019	214,072	220,304	226,719	233,322	240,120	247,117	254,320	261,735	269,369	277,226	285,316
Net Operating Income				102,815	102,771	103,042	103,264	103,436	103,555	103,617	103,621	103,562	103,438	103,246	102,982	102,644	102,226	101,726
Rep. Reserve	2.00%			12,000	12,240	12,485	12,734	12,989	13,249	13,514	13,784	14,060	14,341	14,628	14,920	15,219	15,523	15,834
Debt Service				75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229	75,229
MEDC 40% Cash Flow Loan				6,234	6,121	6,131	6,120	6,087	6,031	5,950	5,843	5,709	5,547	5,356	5,133	4,878	4,589	4,265
Cash Flow				9,351	9,181	9,197	9,181	9,131	9,046	8,925	8,764	8,564	8,321	8,034	7,700	7,317	6,884	6,398

Last edit date: 2/24/2020

Property: Mary Crapo Adaptive Reuse

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

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

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

City of Swartz Creek

ORDINANCE NO. _____

TAX EXEMPTION ORDINANCE

ADOPTED: [insert date of adoption]

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

THE CITY/TOWNSHIP OF *Swartz Creek* ORDAINS:

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

SECTION 2. Preamble.

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

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

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

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

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

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

SECTION 4. Class of Housing Projects.

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

SECTION 5. Establishment of Annual Service Charge.

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

SECTION 6. Contractual Effect of Ordinance.

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

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

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

SECTION 8. Payment of Service Charge.

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

SECTION 9. Duration.

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

SECTION 10. Severability.

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

SECTION 11. Inconsistent Ordinances.

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

Section 12. Effective Date.

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

CITY CLERK
[delete inapplicable reference]

STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (EXCERPT)
Act 346 of 1966

125.1411 Definitions.

Sec. 11. As used in this act:

(a) "Authority" means the Michigan state housing development authority created in this act.

(b) "Development costs" means the costs that have been approved by the authority as appropriate expenditures, and includes:

(i) Payments for options to purchase properties on the proposed housing project site, deposits on contracts of purchase, or, with the prior approval of the authority, payments for the purchases of those properties.

(ii) Legal, organizational, and marketing expenses, including payment of attorneys' fees, project manager and clerical staff salaries, office rent, and other incidental expenses.

(iii) Payment of fees for preliminary feasibility studies, advances for planning, engineering, and architectural work.

(iv) Expenses for surveys as to need, and market analyses.

(v) Necessary application and other fees to federal and other government agencies.

(vi) Other expenses incurred by the nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association that the authority considers appropriate to effectuate the purposes of this act.

(c) "Federally-aided mortgage" means any of the following:

(i) A below market interest rate mortgage insured, purchased, or held by the secretary of the department of housing and urban development.

(ii) A market interest rate mortgage insured by the secretary of the department of housing and urban development and augmented by a program of rent supplements.

(iii) A mortgage receiving interest reduction payments provided by the secretary of the department of housing and urban development.

(iv) A mortgage on a housing project to which the authority allocates low income housing tax credits under section 22b.

(v) A mortgage receiving special benefits under other federal law designated specifically to develop low and moderate income housing, consistent with this act.

(d) "Fund" means the housing development fund created by this act.

(e) "Project cost" means the sum total of all reasonable or necessary costs incurred by the nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association for carrying out all works and undertakings for the completion of a housing project and approved by the authority. In addition to other reasonable and necessary costs, "project costs" includes costs for all of the following: studies and surveys; plans, specifications, and architectural and engineering services; legal, organization, marketing, or other special services; financing, acquisition, demolition, construction, equipment, and site development of new and rehabilitated buildings; movement of existing buildings to other sites; rehabilitation, reconstruction, repair, or remodeling of existing buildings; carrying charges during construction; the cost of placement of tenants or occupants, and relocation services in connection with a housing project; and, to the extent not already included, all development costs.

(f) "Housing project" means any of the following:

(i) Residential real property developed or to be developed or receiving benefits under this act.

(ii) A specific work or improvement either for rental or for subsequent sale to an individual purchaser undertaken by a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association pursuant to or receiving benefits under this act to provide dwelling accommodations, including the acquisition, construction, or rehabilitation of lands, buildings, and improvements.

(iii) Social, recreational, commercial, and communal facilities that the authority finds necessary to serve and improve a residential area in which housing described in subparagraph (i) or (ii) is located or is planned to be located, thereby enhancing the viability of the housing.

(g) "Low income or moderate income persons" means families and persons who cannot afford to pay the amounts at which private enterprise, without federally-aided mortgages or loans from the authority, is providing a substantial supply of decent, safe, and sanitary housing and who fall within income limitations set in this act or by the authority in its rules. Among low income or moderate income persons, preference shall be given to the elderly and those displaced by urban renewal, slum clearance, or other governmental action.

(h) "Municipality" means a city, village, or township in this state.

(i) "County" means a county within this state.

(j) "Governing body" means in the case of a city, the council or commission of the city; in the case of a village, the council, commission, or board of trustees of the village; in the case of a township, the township board; and in the case of a county, the county board of commissioners.

(k) "Nonprofit housing corporation" means a nonprofit corporation incorporated under the corporation laws of this state and chapter 4.

(l) "Consumer housing cooperative" means a nonprofit corporation incorporated pursuant to the corporation laws of this state and chapter 5.

(m) "Annual shelter rent" means the total collections during an agreed annual period from all occupants of a housing project representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.

(n) "Taxing jurisdiction" means a municipality, county, or district, including a school district or any special district having the power to levy or collect taxes upon real property or in whose behalf taxes may be levied or collected.

(o) "Elderly" means a single person who is 55 years of age or older or a household in which at least 1 member is 55 years of age or older and all other members are 50 years of age or older.

(p) "Housing development" means a development that contains a significant element of housing for persons of low or moderate income and elements of other housing and commercial, recreational, industrial, communal, and educational facilities that the authority determines improve the quality of the development as it relates to housing for persons of low or moderate income.

(q) "Limited dividend housing corporation" means a corporation incorporated or qualified pursuant to the corporation laws of this state and chapter 6 and a limited dividend housing association organized and qualified pursuant to chapter 7.

(r) "Residential real property" means real property located in this state, used for residential purposes, and improved or to be improved by a residential structure. Residential real property includes a mobile home, a mobile home park, and a mobile home condominium project. When the terms "rehabilitate" or "rehabilitation" are used in conjunction with residential real property, residential real property refers to property improved by a residential structure.

(s) "Rehabilitation" means all or part of those repairs and improvements necessary to make residential real property safe, sanitary, or adequate.

(t) "Deferred payment loan" means a loan that is repayable or partially repayable upon the occurrence of a specified event as determined by the authority.

(u) "Eligible distressed area" means any of the following:

(i) An area located in a city with a population of at least 10,000, which area is either designated as a "blighted area" by a local legislative body pursuant to 1945 PA 344, MCL 125.71 to 125.84, or which area is determined by the authority to be blighted or largely vacant by reason of clearance of blight, if, with respect to the area, the authority determines all of the following:

(A) That private enterprise has failed to provide a supply of adequate, safe, and sanitary dwellings sufficient to meet market demand.

(B) That approval of elimination of income limits applicable in connection with authority loans has been received from the city in the form of either a resolution adopted by the highest legislative body of the city or, if the city charter provides for the mayor to be elected at large with that office specifically designated on the ballot, provides that the office of mayor is a full-time position, and provides that the mayor has the power to veto legislative actions of the legislative body of that city, a written communication from the mayor of that city.

(ii) A municipality that meets all of the following requirements:

(A) The municipality shows a negative population change from 1970 to the date of the most recent federal decennial census.

(B) The municipality shows an overall increase in the state equalized value of real and personal property of less than the statewide average increase since 1972.

(C) The municipality has a poverty rate, as defined by the most recent federal decennial census, greater than the statewide average.

(D) The municipality has had an unemployment rate higher than the statewide average unemployment rate for 3 of the preceding 5 years.

(iii) An area located in a local unit of government certified by the Michigan enterprise zone authority as meeting the criteria prescribed in section 2(d) of the neighborhood enterprise zone act, 1992 PA 147, MCL 207.772.

(v) "Mobile home" means a structure, transportable in 1 or more sections, that is built on a chassis and is designed to be used as a dwelling with or without permanent foundation, when connected to the required

utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure. Mobile home may, but need not, include the real property to which the mobile home may be attached. Mobile home does not include a recreational vehicle.

(w) "Mobile home condominium project" means a condominium project in which mobile homes are intended to be located upon separate sites that constitute individual condominium units and that complies with the condominium act, 1978 PA 59, MCL 559.101 to 559.276.

(x) "Mobile home park" means a parcel or tract of land under the control of a person or entity upon which 3 or more mobile homes are located on a continual, nonrecreational, residential basis and that is offered to the public for general public use for continual, nonrecreational, residential purposes regardless of whether a charge is made for that use, together with any social, recreational, commercial, and communal facilities used or intended for use incident to the occupancy of a mobile home. Mobile home park does not include trailer parks and courts for use on a transient basis.

(y) "Mobile home park association" means a mobile home park association organized and qualified in accordance with chapter 9.

(z) "Mobile home park corporation" means a corporation incorporated pursuant to the corporation laws of this state and qualified in accordance with chapter 8.

(aa) "Housing unit" means living accommodations that are intended for occupancy by up to 4 families, with a separate dwelling unit for each family, that may be site constructed or may be a mobile home or other form of manufactured housing, and with respect to which either of the following applies:

(i) The owner of the housing occupies at least 1 of the dwelling units.

(ii) A cooperative shareholder or member has a proprietary lease of the housing unit.

(bb) "Moderate cost residential rental property" means dwelling units for which the rental payments are equal to or less than that established from time to time as the fair market rents for existing housing in accordance with 1 of the following:

(i) The section 8 leased housing program established under section 8 of the United States housing act of 1937, 42 USC 1437f, and the regulations promulgated under that act, or a substantially equivalent successor federal program.

(ii) A determination made by the authority of the average fair market rent for existing rental property.

(cc) "Area of chronic economic distress" means an area that qualifies as a "qualified census tract" or an "area of chronic economic distress" as defined in former section 103A(k) of the internal revenue code, or an eligible distressed area.

(dd) "Mortgage lender" means a state or national bank, state or federal savings and loan association, mortgage company, insurance company, state pension fund, or any other financial institution, intermediary, or entity authorized to make mortgage loans in this state.

(ee) "Authority-aided mortgage" means a mortgage made, held, purchased, or assisted by the authority.

(ff) "Subsidiary nonprofit housing corporation" means an entity created under section 22c.

(gg) "Family income" means all income that is included in a determination of family income under section 143(f) of the internal revenue code, 26 USC 143(f), together with the income of all adults who will reside in the residence, which income might otherwise be excluded from consideration because the individual was not expected to both live in the residence and be primarily or secondarily liable on the mortgage note.

(hh) "Statewide median gross income" means the statewide median gross income as determined under section 143(f) of the internal revenue code, 26 USC 143(f).

(ii) "Mutual housing association" means a corporation organized in accordance with chapter 10.

(jj) "Internal revenue code" means the United States internal revenue code of 1986.

(kk) "Internal revenue code of 1954" means the United States internal revenue code of 1954 as in effect on the day immediately before the effective date of the internal revenue code of 1986.

History: 1966, Act 346, Eff. Mar. 10, 1967;—Am. 1968, Act 343, Imd. Eff. July 19, 1968;—Am. 1969, Act 109, Imd. Eff. July 24, 1969;—Am. 1970, Act 129, Imd. Eff. July 29, 1970;—Am. 1976, Act 410, Imd. Eff. Jan. 9, 1977;—Am. 1977, Act 130, Imd. Eff. Oct. 25, 1977;—Am. 1979, Act 49, Imd. Eff. July 7, 1979;—Am. 1982, Act 506, Imd. Eff. Dec. 31, 1982;—Am. 1982, Act 534, Imd. Eff. Dec. 31, 1982;—Am. 1983, Act 217, Imd. Eff. Nov. 16, 1983;—Am. 1984, Act 215, Imd. Eff. July 10, 1984;—Am. 1987, Act 180, Imd. Eff. Nov. 25, 1987;—Am. 1989, Act 220, Imd. Eff. Dec. 11, 1989;—Am. 1989, Act 281, Imd. Eff. Dec. 26, 1989;—Am. 1993, Act 220, Imd. Eff. Oct. 29, 1993;—Am. 1993, Act 221, Imd. Eff. Oct. 29, 1993;—Am. 1996, Act 475, Imd. Eff. Dec. 26, 1996;—Am. 2004, Act 549, Imd. Eff. Jan. 3, 2005.

Administrative rules: R 125.101 et seq. of the Michigan Administrative Code.

Compiler's note: For transfer of Michigan state housing development authority from Michigan strategic fund to department of talent and economic development, see E.R.O. No. 2014-6, compiled at MCL 125.1995.

STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (EXCERPT)
Act 346 of 1966

125.1415a Exemption of housing project from taxes; filing certified notification of exemption with local assessing authority; annual service charge; amount; duration of exemption; distribution of payments for public services; exceptions; payment of service charge equal to full amount of taxes; reduced housing charges; “low income persons and families” defined; rules; reimbursement prohibited.

Sec. 15a. (1) If a housing project owned by a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park corporation, or mobile home park association is financed with a federally-aided or authority-aided mortgage or advance or grant from the authority, then, except as provided in this section, the housing project is exempt from all ad valorem property taxes imposed by this state or by any political subdivision, public body, or taxing district in which the project is located. The owner of a housing project eligible for the exemption shall file with the local assessing officer a notification of the exemption, which shall be in an affidavit form as provided by the authority. The completed affidavit form first shall be submitted to the authority for certification by the authority that the project is eligible for the exemption. The owner then shall file the certified notification of the exemption with the local assessing officer before November 1 of the year preceding the tax year in which the exemption is to begin.

(2) The owner of a housing project exempt from taxation under this section shall pay to the municipality in which the project is located an annual service charge for public services in lieu of all taxes. Subject to subsection (6), the amount to be paid as a service charge in lieu of taxes shall be for new construction projects the greater of, and for rehabilitation projects the lesser of, the tax on the property on which the project is located for the tax year before the date when construction or rehabilitation of the project was commenced or 10% of the annual shelter rents obtained from the project. A municipality, by ordinance, may establish or change, by any amount it chooses, the service charge to be paid in lieu of taxes by all or any class of housing projects exempt from taxation under this act. However, the service charge shall not exceed the taxes that would be paid but for this act.

(3) The exemption from taxation granted by this section shall remain in effect for as long as the federally-aided or authority-aided mortgage or advance or grant from the authority is outstanding, but not more than 50 years. The municipality may establish by ordinance a different period of time for the exemption to remain in effect.

(4) Except as otherwise provided in this subsection, any payments for public services received by a municipality in lieu of taxes under this section shall be distributed by the municipality to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. For payments in lieu of taxes collected after June 30, 1994, the distribution to the several units shall be made as if the number of mills levied for local school district operating purposes were equal to the number of mills levied for those purposes in 1993 minus the number of mills levied under the state education tax act, Act No. 331 of the Public Acts of 1993, being sections 211.901 to 211.906 of the Michigan Compiled Laws, for the year for which the distribution is calculated. For tax years after 1993, the amount of payments in lieu of taxes to be distributed to a local school district for operating purposes under this subsection shall not be distributed to the local school district but instead shall be paid to the state treasury and credited to the state school aid fund established by section 11 of article IX of the state constitution of 1963.

(5) Notwithstanding subsection (1), a municipality may provide by ordinance that the tax exemption established in subsection (1) shall not apply to all or any class of housing projects within its boundaries to which subsection (1) applies. If the municipality makes that provision, the tax exemption established in subsection (1) shall not apply to the class of housing projects designated in the ordinance. If the ordinance so provides, the ordinance shall be effective with respect to housing projects for which an exemption has already been granted on December 31 of the year in which the ordinance is adopted, but not before. A municipality that has adopted an ordinance described in this subsection may repeal that ordinance, and the repeal shall become effective on the date designated in the repealing ordinance.

(6) Notwithstanding subsection (2), the service charge to be paid each year in lieu of taxes for that part of a housing project that is tax exempt under subsection (1) and that is occupied by other than low income persons or families shall be equal to the full amount of the taxes that would be paid on that portion of the project if the project were not tax exempt. The benefits of any tax exemption granted under this section shall be allocated by the owner of the housing project exclusively to low income persons or families in the form of reduced housing charges.

(7) For purposes of this section only, "low income persons and families" means, with respect to any housing project that is tax exempt, persons and families eligible to move into that project. For purposes of this subsection, the authority may promulgate rules to redefine low income persons or families for each municipality on the basis of conditions existing in that municipality.

(8) This state shall not reimburse any unit of government for a tax exemption granted to any housing project under this section.

History: Add. 1968, Act 334, Imd. Eff. July 14, 1968;—Am. 1969, Act 109, Imd. Eff. July 24, 1969;—Am. 1979, Act 49, Imd. Eff. July 7, 1979;—Am. 1982, Act 534, Imd. Eff. Dec. 31, 1982;—Am. 1983, Act 217, Imd. Eff. Nov. 16, 1983;—Am. 1994, Act 363, Imd. Eff. Dec. 27, 1994.

Compiler's note: Section 2 of Act No. 363 of the Public Acts of 1994 provides:

"The provisions of this amendatory act, providing that the exemption from taxes provided in section 15a of this act be limited to ad valorem property taxes, are curative expressing the original intent of the legislature that the exemption extends only to ad valorem property taxes and does not apply to the other taxes levied under Michigan law."

Administrative rules: R 125.101 et seq. of the Michigan Administrative Code.

City of Swartz Creek Proof of Pavilion Reservation

Non-Reservable: Playscapes, Restrooms, Play Equipment, Tennis Courts, Volleyball Courts and Basketball Courts. Ball diamonds may be requested during the week by submitting a schedule to the City Offices, including dates, times, ball diamond location and group requesting the reservation; all of which will be reviewed and scheduled administratively.

All monies, including a \$100 refundable deposit, must be paid at time of reservation. Only Cash payments will be accepted for a rental date of five (5) days or less. Any cancellations must be made two (2) weeks prior to event date. All cancellations are subject to a \$20.00 Cancellation Fee. ABSOLUTELY NO REFUNDS DUE TO WEATHER.

Park Fees Apply on Fridays, Saturdays, Sundays and Holidays. Fees Charged May through October.

Elms Park- 4125 Elms Rd

- #1 \$70.00
70-80 People Electricity 8 Tables
- #2 \$120.00
90-100 People Electricity 7 Tables
- #3 \$70.00
25-30 People 4 Tables
- #4 \$120.00
80-90 People Electricity 12 Table
- Ball Field
- Soccer Field

Abrams Park- 5225 Winshall Dr.

- #1 \$70.00
60 People 4 Large Tables
- #2 \$70.00
80 People 6 Large Tables
- #3 \$70.00
40 People 4 Small Tables
- Ball Field

Date of Reservation July 11, 2020

Name of Responsible Party GFWC SC WOMEN'S CLUB / SANDI BRILL

Address 5352 GREENLEAF DR Phone: 810-449-7456

City SWARTZ CREEK Zip 48473

Number of Guests _____ Nature of Activity PUTTER AROUND THE CREEK

Responsible Party Signature [Signature]

E-Mail Address BRILLSANDI@GMAIL.COM

I have received a copy of the Park Rules: YES

Deposits can be expected to be returned within 30 days of reservation date.

CASH

CHECK# N/C

Receipt #

Area restrooms are attended to during the early morning hours in the summertime. Due to high park volume and vandalism, you are strongly encouraged to bring your own paper products and soap or sanitizer for restroom use.

IF THERE ARE PROBLEMS AT THE PARK CONTACT 911.

City Official [Signature]

Date 3-2-20



**GENERAL FEDERATION
of WOMEN'S CLUBS**

SANDRA L. BRILL, PRESIDENT
GFWC SWARTZ CREEK WOMEN'S CLUB
5352 Greenleaf Drive
Swartz Creek, Michigan 48473
(810) 449-7456

March 1, 2020

Adam Zettel, City Manager
Honorable David Krueger, City Mayor
Council Members of City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

Re: Pavilion Reservation - Saturday, July 11, 2020

Dear Representatives of Swartz Creek:

Enclosed with this correspondence is the City of Swartz Creek Proof of Pavilion Reservation requesting the use of Abrams Park, Pavilion #2 and #3, for Saturday, July 11, 2020, by GFWC Swartz Creek Women's Club.

GFWC Swartz Creek Women's Club is planning to hold its second annual fundraising event called "Putter Around The Creek." This event will bring community and businesses together, along with the opportunity for our organization to raise funds to continue to fund our many worthwhile causes that benefit our local community, and Genesee County.

On July 11th, participants/players will register at Abrams Park for their score card and course map, in order to visit each sponsored business and play each game that is either simple, quirky, or challenging. Score tallies will take place at Abrams Park with a 1st place trophy & certificate, and 2nd & 3rd place certificates awarded to lowest scores at the end of the day.

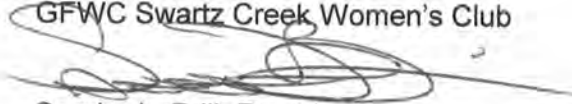
This year extra, exciting family fun events will be planned at Abrams Park during this fundraiser, such as fun bags for children, face painting, etc.

At this time, GFWC Swartz Creek Women's Club is requesting the approval from the Council of Swartz Creek to allow the waiver of any applicable fees for the use of Abrams Park, Pavilion #2 and #3, on Saturday, July 11, 2020, which will assist with keeping our expenses manageable for this fundraising event.

Thank you once again for your continued support of GFWC Swartz Creek Women's Club's many events and activities, as well as your consideration for this request.

Respectfully,

GFWC Swartz Creek Women's Club


Sandra L. Brill, President
"Strong Hands ... Caring Hearts"

Enc.