

CITY OF SWARTZ CREEK
Park and Recreation Advisory Board
Wednesday, May 6, 2020
Virtual (Zoom) Meeting – 5:30 P.M.
Agenda

1. CALL TO ORDER:
2. ROLL CALL: James Barclay, Connie Eskew, Jentery Farmer, Samantha Fountain, Mark Gonyea, George, Hicks, Rae Lynn Hicks, Steve Long, Trudy Plumb.
3. APPROVAL OF AGENDA:
4. APPROVAL OF MINUTES :
5. MEETING OPEN TO PUBLIC:
6. COMMUNICATIONS TO BOARD:
 - A. March 4, 2020 Minutes
 - B. Staff Letter
 - C. Crapo Map and Lease
 - D.
7. REPORTS:
 - A. DPW Director
 - B. City Manager
 - C.
8. BUSINESS:
 - A. New Board Member (Steve Long)
 - B. Disc Golf
 - C. Five Year Park Plan Review
 - D. Mary Crapo Lease Potential
9. MEETING OPEN TO PUBLIC:
10. BOARD MEMBER COMMENTS:
11. ADJOURNMENT:

**CITY OF SWARTZ CREEK
VIRTUAL PARK AND RECREATION ADVISORY BOARD
ACCESS INSTRUCTIONS
WEDNESDAY, MAY 6, 2020, 5:30 P.M.**

The virtual meeting of the City of Swartz Creek Park & Recreation Advisory Board is scheduled for **May 6, 2020** starting at 5:30 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 under the Governor of Michigan’s Executive Orders 2020-15 and 2020-21.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact Connie Olger, 810-429-2766 48 hours prior to meeting,

Zoom Instructions for Participants

To join the conference by phone:

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

Before a videoconference:

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

To join the videoconference:

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

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

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

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

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



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

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

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

Connie Olger is inviting you to a scheduled Zoom meeting.

Topic: Park & Rec Meeting

Time: May 6, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86014630369>

Meeting ID: 860 1463 0369

One tap mobile

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+13017158592,,86014630369# US (Germantown)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 860 1463 0369

Find your local number: <https://us02web.zoom.us/j/86014630369>

If you have any further questions or concern, please contact 810-429-2766 or email colger@cityofswartzcreek.org. A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

**CITY OF SWARTZ CREEK
VIRTUAL REGULAR PARK BOARD MEETING PROTOCOLS
WEDNESDAY, MAY 6, 2020, 7:00 P.M.**

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, Executive Order 2020-15 (Virtual Meetings), and the Park Board procedures. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

QUORUM OF BOARD

Five members of the Board shall be a quorum for the transaction of business at all Board meetings. In the absence of a quorum, any number of members less than a quorum may adjourn any regular or special meeting to a later date.

Boardmembers shall have the ability to be considered present for the purposes of deliberation and voting with audio capabilities as permitted by Michigan Executive Order 2020-15. They must be present in real time without interruption for the duration of a business item to vote. An uninterrupted quorum must be present for a business item to proceed to a vote.

Boardmembers shall refrain from additional communications with boardmembers during the meeting that the public cannot observe (e.g. direct or mass emails, texts, or other electronic messages to boardmembers).

MAINTAINING ORDER

Boardmembers and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of Board.

All speakers shall identify themselves prior to each comment that follows another speaker, and they shall also indicate termination of their comment. For example, "Adam Zettel speaking. There were no new water main breaks to report last month. That is all."

Any participants found to disrupt the meeting shall be promptly removed by the city clerk or by order of the Chair. Profanity in visual or auditory form are prohibited.

The board members and staff shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the Zoom application or by dialing *9 on their phone.

MOTIONS

All Motions and Resolutions, whenever possible, shall be crafted to be the positive, meaning yes is approved and no is defeated. All motions shall require support. The Chair may assign, by rotation, the delivery of motions. A Boardmember whom moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF BOARD

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

1. Each person who wishes to address the Board will be first recognized by the Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand on the Zoom application or by pressing *9 on their phone.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the Chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the Board, unless special permission is otherwise requested and granted by the Chair.
6. There shall be no questioning of speakers by the audience; however, the Board, upon recognition of the Chair, may question the speaker.
7. No one shall be allowed to address the Board more than once unless special permission is requested, and granted by the Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the Board unless special permission has been requested, and granted by the Chair.
9. Those addressing the Board shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF BOARD

All motions shall be taken by "YES" and "NO" voice vote and the vote of each Boardmember entered upon the journal.

CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
PARK AND RECREATION ADVISORY BOARD
MINUTES OF REGULAR MEETING
March 4, 2020

Meeting called to order at 5:30 p.m. by Chairperson Barclay in the city hall conference room.

Members Present: Jentery Farmer, Mark Gonyea, James Barclay, Vacant, Rae Lynn Hicks, George Hicks, Samantha Fountain, Connie Olger, Trudy Plumb.

Members Absent:

Staff Present: Adam Zettel & Andy Harris.

Others Present: Lania Rocha.

APPROVAL OF AGENDA: Motion by Farmer to approve agenda of February 5, 2020, support by Plumb. Motion carried by voice consent.

APPROVAL OF MINUTES: Motion by Farmer to approve minutes of March 4, 2020 support by Hicks. Motion carried by voice consent.

MEETING OPEN TO THE PUBLIC: None.

COMMUNICATIONS TO THE BOARD:

- A. February 5, 2020 Minutes
- B. Staff Letter

REPORTS:

- A. DPW REPORT: Andy reported picnic tables being painted at both parks. Abrams Park had more vandalism to bathroom. Board suggested purchasing a camera. Andy will check into cost of camera.
- B. City Manager: Mary Crapo project still having lots of discussions on the ball field and green space.

BUSINESS:

- A. New Board Members: George Hicks and Mark Gonyea were introduced and both gave a brief background history.
- B. Disc Golf: No updates.
- C. Slip & Slide: Discussion of soap donations and thanked Lania for the article. Looking at more ways to publicize getting donations, possible entry fee waived for donations, and marquee advertising it.
- D. Abrams and Elms Maintenance (exercise equipment, parking, and low spots): Abrams Park exercise equipment some pieces are rotting and need taken out. So it was agreed all the pieces would be evaluated and pieces that need to be taken out will be. Area at Elms Park

where its low needs checked and filled if possible. Big boulders around parking areas of both parks could be adjusted. Plaque and Flag Pole at Abrams Park need replaced.

MEETING OPEN TO THE PUBLIC: None.

BOARD MEMBER COMMENTS: None.

ADJOURNMENT: Meeting adjourned at 6:18 p.m.

NEXT MEETING: April 1, 5:30 p.m.

Connie Olger, Secretary



Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

Date: April 30, 2020

To: Park Commissioners
From: Adam Zettel, AICP
RE: May 6, 2020 Park Board Meeting

Hello everyone,

We will be meeting at 5:30 p.m. on Wednesday, May 6, 2020, using the Zoom interactive meeting application. Information on how to access the meeting is included.

The council has filled the last remaining vacancy with Mr. Steve Long. This is a face everyone should recognize from years of attending city council and other meetings.

We will be revisiting some ongoing business items, such as disc golf, trails, and slip and slide. We will also get updates on maintenance items and explore how 2020 might serve some of our five year park plan goals.

Lastly, the city has been presented with an offer to lease the vacant land on the Mary Crapo site for 45 years. The initial idea was to use this as park land. However, the matter becomes more complicated. I am including the draft lease as last updated by Communities First, the potential buyer. I will go over the details of the senior housing project, the school's position in the sale, and the lease conditions at the meeting. I hope the board can begin giving some guidance on whether the city should enter into such an agreement, and if so, under what terms.

Contact me with additional future agenda items, questions, or comments.

Sincerely,

Adam H. Zettel, AICP
City Manager
City of Swartz Creek
azettel@cityofswartzcreek.org

8083 Civic Drive

Swartz Creek Michigan 48473

Phone: (810)-635-4464

Fax: (810)-635-2887

www.cityofswartzcreek.org

ftp://cityofswartzcreek.org

MARY CRAPO RECREATION LAND LEASE

This lease ("Lease") is entered into on _____, between the City of Swartz Creek, a Michigan municipal entity (the "The City"), with offices at 8083 Civic Drive, Swartz Creek, MI 48473, and Communities First, Inc., a Michigan domestic nonprofit corporation ("CF"), with offices at 415 W Court St., Flint, MI 48503, on the terms and conditions set forth below.

1. **Premises.** CF leases to the City and the City leases from CF real property located in the City of Swartz Creek, Genesee County, as legally described and shown on the attached exhibit A (the Premises).

2. **Term.** This Lease shall be for a term of forty-five (45) years commencing with the signing of this Lease.

3. **Rent.** Beginning on the date of signing this Lease, the City shall pay rent of \$1 for the Term of this Lease use of the Premises.

4. **Use.** The Premises shall be used exclusively as a ballfield and managed by the City. No uses shall be permitted that will violate any law, municipal ordinance, or regulation. The Swartz Creek Community School will have access to the premises and the ability to reserve the Premises for their use during established park hours by the Swartz Creek Park and Recreation Board.

5. **Covenant of quiet enjoyment.** As long as the City is not in default under this Lease, the City shall be entitled to quiet possession of the Premises during the term of this Lease.

6. **Taxes.** During the term of this Lease, the City shall pay all real estate taxes and special assessments levied against the Premises, including installment payments for special assessments extending beyond the term of this Lease. The City may contest the amount or validity of any taxes or special assessments by appropriate proceedings, provided the City shall pay them when all appeals are completed.

7. **Casualty insurance.** During the term of this Lease, the City shall procure fire and extended coverage insurance insuring the Premises, including all leasehold improvements, for their full replacement value. The insurance policy shall show CF, any mortgagee of CF or the City, regarding the Premises, and the City as named insureds. The insurance policy shall carry an endorsement requiring that CF shall be given 10 days written notice before any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to CF. CF and the City and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or as a result of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by CF and the City and waiving all rights of subrogation by their respective insurers.

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Deleted: The City shall have the right to renew the term of this Lease for succeeding periods of years by giving CF notice of the City's intent to renew the Lease at least 1 calendar year before the expiration of the then current term. Each renewal shall be on the same terms and conditions as in this Lease.

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8. Liability insurance. Throughout the term of this Lease, the City shall hold harmless and indemnify CF against any injury or damage to third parties arising because of any act or neglect of the City in or about the Premises. The City shall, at its cost, procure liability insurance covering CF with public liability insurance and property damage insurance with insurance companies licensed to do business in the state of Michigan, in amounts that are recommended in writing by a qualified and experienced insurance agent in the area as optimum coverage for the uses made of the Premises. The insurance policy shall show CF, any mortgagee of the CF and/or the City, regarding the Premises, and the City as named insureds. The insurance policy shall carry an endorsement requiring that CF shall be given 10 days written notice before any change in or any cancellation of the policy. Certificates of all insurance policies shall be delivered to CF. CF and The City and all parties claiming under them mutually waive any right of recovery against each other for any loss occurring to the Premises or because of activities conducted on the Premises, which is covered by insurance, regardless of the cause of the damage or loss. Each insurance policy covering the Premises shall contain an endorsement recognizing this mutual release by CF and the City and waiving all rights of subrogation by their respective insurers.

9. Utilities. The City shall pay when due all bills for water, gas, electricity, and other utilities and services for the Premises during the term of this Lease.

10. Leasehold Improvements. The City shall have the right to construct or improve existing structures on the Premises and attendant facilities only with the prior written approval of CF. Such approval shall be at the sole discretion of CF. At the expiration of the Lease, title to all structures and leasehold improvements on the Premises shall vest in CF.

11. Maintenance by the Parties. The City shall, maintain the grounds and lawn care of the premises and recreational field on the Premises. The City will maintain all buildings or improvements to structures on the Premises in good condition and repair. The City agrees to operate and keep the Premises in a clean condition, in compliance with applicable laws and ordinances. If the City fails to maintain the Premises, after CF sends notice and the City fails to cure the conditions, the Premises will revert to CF.

12. Damage to improvements. In the event of damage to the improvements caused by fire or other casualty, the City shall promptly rebuild the premises to the condition it was in before the casualty in accordance with the Plans. The insurance proceeds carried by the City to cover casualty damage to the Premises shall be available for the reconstruction. If the improvements constructed by the City on the Premises are rendered unleaseable by fire or other casualty during the term of the Lease to the extent that the building(s) must be demolished and rebuilt, and the casualty insurance proceeds for the building available for payment by the insurance company and the Premises and insurance proceeds are not subject to any lien, the City may, at the City's option, to be evidenced by notice given to CF within 30 days after the occurrence of the damage or destruction, elect to terminate this Lease as of the date of the damage or destruction. In that event, CF shall be entitled to all insurance proceeds for the damage to improvements on the Premises.

13. **Signs.** The City may erect, maintain, and remove signs, appropriate to its business operations, in or about the Premises as the City with prior written approval from CF. Such approval shall not be unreasonably withheld. The signs shall be in compliance with all governmental regulations and be harmonious in size, style, and content with those of CF and any adjoining offices of CF.

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14. **Default.** This Lease is granted on the condition that if an event of default (Event of Default) shall occur and then a default (Default) occurs, this Lease may be terminated. An Event of Default shall occur if there has been (a) a failure by the City to pay, when due, any rent to be paid to CF, or to make payment when due of any taxes, assessments, or charges required by the terms of this Lease; or (b) failure by the City to maintain the grounds of the Premises or (c) failure by the City to obtain written approval from CF per Section 16 and Section 17 of this Lease or (d) the City allowing use of the Premises for any purpose not permitted by Section 4 of this Lease. Following an Event of Default CF may send to The City notice of the Event of Default. The notice shall give the City or CF 30 days to cure the default. If the Event of Default is not cured during the notice period, on the expiration of that notice period of 30 days a Default shall exist.

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15. **CF's remedies.** If a Default as defined above occurs, CF shall at its election, on or concurrent with the giving of notice to the City, have the right to terminate this Lease.

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16. **Leasehold mortgage.** The City shall obtain prior written approval from CF to encumber by mortgage any and/or all of the City's interest under this Lease including, without limiting the generality of the foregoing, its right to use the Premises together with its interests in all improvements and fixtures placed on the Premises. Such approval shall be at the sole discretion of CF. Any encumbrance on the Premises are subject and conditioned upon written approval of CF, the terms of this Lease and to the Project Ordinance. Any subsequent mortgagee will be bound by the terms and conditions contained in this Lease and the Project Ordinance.

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a. as the City's legal representative, without terminating this Lease, enter on and rent the Premises at the best rate obtainable by reasonable effort and for any term and on conditions as CF deems proper. The City shall be liable to CF for the deficiency, if any, between The City's rent under this Lease and the price obtained by CF on reletting.¶

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17. **Assignment and subletting.** The City must obtain written approval from CF prior to any transfer of interest under this Lease. Such approval shall be at the sole discretion of CF. Any assignment or subletting shall not release the City from liability. If the City and CF determine the property is needed for future redevelopment, CF shall submit a plan to Swartz Creek City Council for approval of such plan and termination of this lease. CF shall have the right to transfer its interest under this lease to an affiliate entity, including a limited partnership created for the purpose of developing and owning affordable housing, without prior approval from the City.

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Deleted: If the City has a written offer for the purchase of any of the City's interest under the Lease or in the Premises, the City shall submit a copy of that written offer to CF. CF shall have 60 days following receipt of the notice within which to accept the terms of the written offer and agree in writing to match those terms for a purchase of the interest. If CF agrees to match the terms for the purchase, the purchase shall be completed with CF. If CF does not exercise its right to accept the terms of the purchase within the 60 days, CF shall be deemed to have given its approval to the sale of the interest to a third party.

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18. **Notices.** All notices under this Lease shall be in writing and be sent by certified mail addressed to the respective party at the address indicated above or at such other address as the City shall designate in writing. A change in address may be effected by a certified letter sent by either party to the other. Unless CF gives notice to the contrary, all payments to CF under the terms of this Lease shall be made to CF at the address for CF first set forth above.

19. **Modifications.** No modification, alteration, or amendment to this Lease shall be binding unless in writing and signed by both parties to the Lease.

20. **Recording.** CF agrees to execute this Lease and record it with the Genesee County Register of Deeds, so the covenants contained in this Lease and in the Project Ordinance run with the land and bind subsequent parties with an interest in the Premises.

21. **Title and nondisturbance agreement.** CF warrants that no lien, exception to title, or encumbrance affects the Premises other than those of record at the effective date of this Lease. If a holder of a mortgage from ~~the City affecting the Premises~~ requests CF to enter into a reasonable subordination, nondisturbance agreement, CF shall do so if the holder agrees, in the event of foreclosure or sale under the mortgage, to recognize all of CF's rights under this Lease, and to perform all of the City's obligations under the Lease.

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22. **Whole agreement.** This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representations, inducement, or condition not set forth in this agreement has been made or relied on by either party.

23. **Governing law.** This Lease shall be governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this agreement is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Genesee County, Michigan.

24. **Effective date.** The parties have signed this agreement in duplicate, and it shall be effective as of the day and year first above written.

Communities First, Inc.

The City of Swartz Creek

Glenn Wilson, President & CEO

David Krueger, Mayor

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