

SWARTZ CREEK DDA

Regular Meeting Agenda

Downtown Development Authority, Thursday, September 11, 2025, 6:00 P.M.

City Hall 8083 Civic Drive, Swartz Creek Michigan, 48473

Virtual (Zoom) Meeting Available for General Public

1. CALL TO ORDER:

2. PLEDGE OF ALLEGIANCE:

3. ROLL CALL:

4. APPROVE AGENDA:

4A. Proposed or Amended Agenda, September 11, 2025

5. MOTION TO APPROVE MINUTES:

5A. Board Meeting, July 10, 2025

6. REPORTS & COMMUNICATIONS:

6A. Resolutions

6B. July 10, 2025 Minutes

6C. September 11, 2025 Meeting Letter

6D. Holland Square Project Information

6E. Car Show Request

6F. Church Hazmat Assessment

Page No:

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7. MEETING OPENED TO THE PUBLIC:

7A. General Public Comments

8. BUSINESS:

8A. Officer Selection

8B. Holland Square Pergola Consideration

8C. Car Show Sponsorship

8D. Updates (Signs, Events, and Church Project)

9. MEETING OPENED TO THE PUBLIC:

9A. General Public Comments

10. REMARKS BY MEMBERS:

11. ADJOURNMENT:

CITY OF SWARTZ CREEK
DOWNTOWN DEVELOPMENT AUTHORITY
RESOLUTIONS
THURSDAY, SEPTEMBER 11, 2025

Resolution No. 250911-01

AGENDA – September 11, 2025

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the agenda for the September 11, 2025 Downtown Development Authority special meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-02

MINUTES – July 10, 2025

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority approves the Minutes for the July 10, 2025 Downtown Development Authority meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-03

CHAIRPERSON NOMINATION

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority hereby selects _____ to serve as Chairperson of the Downtown Development Authority, said term to expire upon officer selection at the 2025 annual meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-04

VICE-CHAIRPERSON NOMINATION

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority hereby selects _____ to serve as Vice-Chairperson of the Downtown Development Authority, said term to expire upon officer selection at the 2025 annual meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-05

SECRETARY NOMINATION

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority hereby selects _____ to serve as Secretary of the Downtown Development Authority, said term to expire upon officer selection at the 2025 annual meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-06

PERGOLA AT HOLLAND SQUARE

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority recommend approval of the Pergola at Holland Square, including the tentative design, budget, lighting, and memorandum of understanding as included in the September 11, 2025 packet.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-07

CAR SHOW SPONSORSHIP

Motion by Board Member: _____

I Move the Swartz Creek Downtown Development Authority contribute a \$410 sponsorship to Drangon's Cruise for the September 27, 2025 downtown Swartz Creek car show.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

Resolution No. 250911-08

ADJOURN

Motion by Board Commission Member: _____

I Move the Swartz Creek Downtown Development Authority adjourns the September 11, 2025 Downtown Development Authority special meeting.

Second by Board Member: _____

Voting For: _____

Voting Against: _____

CITY OF SWARTZ CREEK
VIRTUAL DOWNTOWN DEVELOPMENT AUTHORITY MEETING ACCESS INSTRUCTIONS
THURSDAY, SEPTEMBER 11, 2025, 6:00 P.M.

The regular virtual meeting of the City of Swartz Creek park board is scheduled for **September 11, 2025** starting at 6:00 p.m. and will be conducted virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 and rules promulgated by the Michigan Department of Health and Human Services.

To comply with the **Americans with Disabilities Act (ADA)**, any citizen requesting accommodation to attend this meeting, and/or to obtain the notice in alternate formats, please contact 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: DDA- Downtown Development Authority Meeting

Time: September 11, 2025 6:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/83096401128>

Meeting ID: 830 9640 1128

One tap mobile

+13017158592,,83096401128# US (Washington DC)

+13126266799,,83096401128# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 830 9640 1128

Find your local number: <https://us02web.zoom.us/j/kz4Jb4etg>

If you have any further questions or concern, please contact 810-429-2766 or email rkraft@cityofswartzcreek.org.

A copy of this notice will be posted at City Hall, 8083 Civic Drive, Swartz Creek, Michigan.

CITY OF SWARTZ CREEK VIRTUAL (ELECTRONIC) MEETING RULES AND PROCEDURES

In order to conduct an effective, open, accessible, and professional meeting, the following protocols shall apply. These protocols are derived from the standard practices of Swartz Creek public meetings, Roberts Rules of Order, and city board & commission procedures. These procedures are adopted to govern participation by staff, councilpersons and members of the public in all City meetings held electronically pursuant to PA 228 of 2020. Note that these protocols do not replace or eliminate established procedures or practices. Their purpose is to augment standing expectations so that practices can be adapted to a virtual meeting format.

The following shall apply to virtual meetings of the city's public bodies that are held in accordance with the Open Meetings Act.

1. Meetings of the City Council, Planning Commission, Zoning Board of Appeals, Downtown Development Authority, Park Board, or committees thereunder may meet electronically or permit electronic participation in such meetings insofar as (1) the Michigan Department of Health and Human Services restricts the number of persons who can gather indoors due to the COVID-19 pandemic; (2) persons have an illness, injury, disability or other health-related condition that poses a risk to the personal health or safety of members of the public or the public body if they were to participate in person; or (3) there is in place a statewide or local state of emergency or state of disaster declared pursuant to law or charter by the governor or other person authorized to declare a state of emergency or disaster.
2. All meetings held hereunder must provide for two-way communication so that members of the public body can hear and respond to members of the general public, and vice versa.
3. Members of the public body who participate remotely must announce at the outset of the meeting that he/she is in fact attending the meeting remotely and by further identifying the specific physical location (by county, township, village and state) where he/she is located. The meeting minutes must include this information.
4. Notice of any meeting held electronically must be posted at the City Offices at least 18 hours before the meeting begins and must clearly explain the following:
 - (a) why the public body is meeting electronically;
 - (b) how members of the public may participate in the meeting electronically, including the specific telephone number, internet address or similar log-in information needed to participate in the meeting;
 - (c) how members of the public may contact members of the public body to provide input or ask questions on any business that will come before the public body at the meeting;
 - (d) how persons with disabilities may participate in the meeting.
5. The notice identified above must also be posted on the City's website homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings that is accessible through a prominent and conspicuous link on the website's homepage that clearly describes the meeting's purpose.

6. The City must also post on the City website an agenda of the meeting at least 2 hours before the meeting begins.
7. Members of the public may offer comment only when the Chair recognizes them and under rules established by the City.
8. Members of the public who participate in a meeting held electronically may be excluded from participation in a closed session that is convened and held in compliance with the Open Meetings Act.

MAINTAINING ORDER

Public body members and all individuals participating shall preserve order and shall do nothing to interrupt or delay the proceedings of public body.

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

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

The public body members, participating staff, and recognized staff/consultants/presenters shall be the only participants not muted by default. All other members must request to speak by raising their digital hand on the meeting application or by dialing *9 on their phone.

MOTIONS & RESOLUTIONS

All Motions and Resolutions, whenever possible, shall be pre-written and in the positive, meaning yes is approved and no is defeated. All motions shall require support. A public body member whom reads/moves for a motion may oppose, argue against or vote no on the motion.

PUBLIC ADDRESS OF BOARD OR COMMISSION

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

1. Each person who wishes to address the public body will be first recognized by the Mayor or Chair and requested to state his / her name and address. This applies to staff, petitioners, consultants, and similar participants.
2. Individuals shall seek to be recognized by raising their digital hand as appropriate on the digital application.
3. Petitioners are encouraged to appropriately identify their digital presence so they can be easily recognized during business. If you intend to call in only, please notify the clerk in advance of your phone number.
4. The city clerk shall unmute participants and the members of the public based upon the direction of the mayor or chair. Participants not recognized for this purpose shall be muted by default, including staff, petitioners, and consultants.
5. Individuals shall be allowed five (5) minutes to address the public body, unless special permission is otherwise requested and granted by the Mayor or Chair.
6. There shall be no questioning of speakers by the audience; however, the public body, upon recognition of the Mayor or Chair, may question the speaker.

7. No one shall be allowed to address the public body more than once unless special permission is requested, and granted by the Mayor or Chair.
8. One spokesperson for a group attending together will be allowed five (5) minutes to address the public body unless special permission has been requested, and granted by the Mayor or Chair.
9. Those addressing the public body shall refrain from being repetitive of information already presented.
10. All comments and / or questions shall be directed to and through the Mayor or Chair.
11. Public comments (those not on the agenda as speakers, petitioners, staff, and consultants) are reserved for the two "Public Comment" sections of the agenda and public hearings.

VOTING RECORD OF PUBLIC BODIES

All motions, ordinances, and resolutions shall be taken by "YES" and "NO" voice vote and the vote of each member entered upon the journal.



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

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

Date: September 4, 2025

To: DDA Board Members
From: Adam Zettel
RE: September 11, 2025 DDA Meeting

Hello everyone,

There will be a meeting of the DDA at 6:00 p.m. on Thursday, September 11, 2025. All board members must attend in person to participate. This will also be broadcast virtually via Zoom for the general public. Instructions and guidelines for the virtual meeting are in the packet.

The primary purpose of our meeting will be to consider the final plans and costs for the Holland Square pergola. This will include reviewing the design, coloring lighting, sound, budget, and donor memorandum of understanding. I am including all of the noted materials, which were reviewed by the committee on September 4th. I am also including their committee minutes.

Note that there is still one open item that was not finalized in committee. Though they believe that a pairing of a dark and light color provided for by the installer palette was desirable, they were not able to see how this would appear on the structure. As such, I expect to get some new renderings of the proposed color palette before the DDA so they can review this as well.

If a color set is agreeable, we should be good to go on all attributes and will be looking for the DDA board to potentially affirm their findings and send this to the city council. If this approval is made, the city council can review the same proposal, and if they approve it, we can proceed with final fundraising and predevelopment. This will set the table for construction in spring of 2026.

Next on the agenda is a request to financially support the fall car show that is approved for September 27th. The responsible organization, Dragon's Cruise, is seeking \$410 to support the portable rest rooms, prices, and DJ. Note that the applicant sent a follow-up letter that indicates they will be leaving Miller Road open, holding the show only on Holland Drive, Holland Square, and private property (with permission).

The May car show was not successful, as acknowledged by all parties. The group still believes they can make this a regular event in downtown that will attract 100s of cars per show. They seek the support to make the fall event more attractive and acknowledge that closing Miller Road is a hardship. Funds are available for this purpose. I will let the board decide.

Concerning the church, we had a number of lookers but no one submitted a proposal by the deadline. Our strongest prospects indicated that they were very interested but not in an optimal place with their other business operations (e.g. good project, bad timing). A number of other interested parties did not give feedback.

Obviously, this is not great news, and it leaves the future in doubt. There is a strong desire to preserve this building and to promote new hospitality in downtown. However, no one wants to financially support a project that is not viable longer than necessary. Looking ahead, I think the DDA should pick one of two paths to commit to as it relates to the church strategy. The first option is to cut our losses, demolish the building, and hold the land for another future use.

The second option is to commit to lowering the barriers (costs) to reusing the structure until it becomes viable for private use, even if it takes years. By way of an example for a barrier to use, many folks that toured the building had some concerns about asbestos and lead. Not only is this a cost concern for reuse, it is an unpredictable cost concern, which makes all prudent entrepreneurs nervous. In walking the site with our MEDC representative, it was mentioned that the state may have funds to assess the hazmat situation, and possible to help remediate. If this is the case, this would be another feature of the site that we can address now to reduce risk and uncertainty, increasing the likelihood that someone commits. To this specific end, I am including a proposal from a group that is used by the MEDC for this purpose. If eligible, I see no reason not to pursue the next step of analysis.

However, this would not be the end of the option two route. Reuse is likely to take years, even if a user is identified in the near future. This will require ongoing operational costs of about \$5,000 per year, as well as other potential improvements to maintain the structure and/or reduce investment barriers. This might include adding water service, exterior brick work, and interior demolition. These expenses could easily be in the 10s or 100s of thousands.

With that said, there is not a right or wrong answer. I think back to the Mary Crapo building. I suspect that if the community spent similar resources to preserve and reuse it, that would have been generally accepted and supported. Demolition ultimately occurred. What was frustrating and inefficient was large expenses in the final years to keep the building open that did not result in saving the structure (e.g. windows).

So, if we choose not to demolish, I recommend we commit to saving the building fully and look to incrementally invest in it to strengthen its position as a viable building. A decision is not needed now, but we should have an idea of which path is favored by the end of the

calendar year. In the meantime, I do recommend proceeding with the hazmat assessment. This is required for reuse AND demolition alike.

I will have some other verbal updates on the megasite and other community happenings.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Zettel".

Adam Zettel, AICP

City Manager

azettel@cityofswartzcreek.org

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
MINUTES OF THE DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL MEETING
July 10, 2025**

The meeting was called to order at 6:00 p.m. by Board Member Beedy in the Swartz Creek Council Chambers with a virtual (Zoom) meeting available for the general public.

Board Members Present: Kallas, Henry, Parenteau, Barclay, Ryan, King, Jesme

Board Members Absent: Beedy, Vacant

Staff Present: Adam Zettel-City Manager

Others Present: Jeffery Kelley, Charles Campbell, David Spillane, & Lania Rocha (Zoom)

APPROVAL OF AGENDA:

Resolution No. 250710-01

(Carried)

Motion by Board Member Henry
Second by Board Member Ryan

I Move the Swartz Creek City Downtown Development Authority approves the agenda for the July 10, 2025, Downtown Development Authority Meeting as amended.

Voting For: Ryan, King, Henry, Jesme, Barclay, Parenteau, Kallas
Voting Against: None

Motion declared carried.

Resolution No. 250710-02

(Carried)

Motion by Board Member Parenteau
Second by Board Member Barclay

I Move the Swartz Creek City Downtown Development Authority approves the minutes from the June 12, 2025, Downtown Development Authority Meeting as written.

Unanimous affirmative voice vote: Motion declared carried.

MEETING OPEN TO PUBLIC:

No comments

DDA & TIF PLAN RESOLUTION TO PROCEED:

The board reviewed the complete draft of the DDA & TIF Plan, which had amendments to the financial portions only, enabling the extension of the plan for an additional thirty years. Mr. Zettel indicated that no other sections or content was being altered. It was asked if the acknowledgements could be updated. Mr. Zettel said they would be.

Resolution No. 250710-03

**RESOLUTION TO RECOMMEND APPROVAL
OF THE DDA AND TIF PLAN AMENDMENT
(Carried)**

Motion by Board Member Henry
Second by Board Member Parenteau

I Move the Swartz Creek DDA hereby approve the proposed amendments as included in the July 10, 2025 packet and recommend approval by the City Council after the public hearing that is scheduled for July 28, 2025.

Unanimous affirmative voice vote: Motion declared carried.

Motion declared carried.

OTHER UPDATES:

Mr. Zettel provided verbal updates regarding the charges (due for installation any day), Holland Square (an audio/lighting contractor is being brought onboard), Events (first car show was very small), and the church project (no likely user yet).

MEETING OPEN TO PUBLIC:

No comments.

REMARKS BY BOARD MEMEBERS:

None.

ADJOURN

Resolution No. 250710-04

Motion by Board Member Parenteau
Second by Board Member Barclay

I Move the Swartz Creek Downtown Development Authority adjourns the July 10, 2025 Downtown Development Authority meeting.

Unanimous affirmative voice vote: Motion declared carried.

Adjourn at 6:44pm

Connie King

**CITY OF SWARTZ CREEK
SWARTZ CREEK, MICHIGAN
STREET PROJECT SELECTION COMMITTEE
MINUTES OF SEPTEMBER 4, 2025**

Meeting called to order by Mr. Zettel at 9:05 a.m.

Members Present: David Krueger (9:25), Nate Henry, Todd Beedy, Greg Dietrich, Adam Zettel, Jeremy Morgan, & David Mclane.

Members Absent: James Barclay.

Others Present: None.

Business: Holland Square Plan Refinement

The committee discussed the project concept with final design, pricing, and lighting/sound parameters being established. The architect and builder concurred that the package offered did reflect the most current design and pricing. The committee was satisfied that this was acceptable. It was noted that the design does NOT include any wall coverings or slats at this time. Lighting was reduced from the original scope for pricing, meaning that future investment would be required to enable stage style lighting.

The established budget breaks some of the contracted cost into component parts, such as mobilization. Overall, there should be about \$50,000 for contingency items and additional electrical work, if any.

The designer is going to modify and illustrate plans for using the light color wood (#208) in various configurations on roof materials, which will contrast with the darker wood (#215). These should be available for the September 11 DDA meeting and final decision. Steel structural fittings and fasteners are to be coated black.

Dort Financial memorandum of understanding for their donation was discussed. A ten year term and an exemption for seasonal art/decorations was recommended.

Dort sign is to be illustrated by designer on the NE corner.

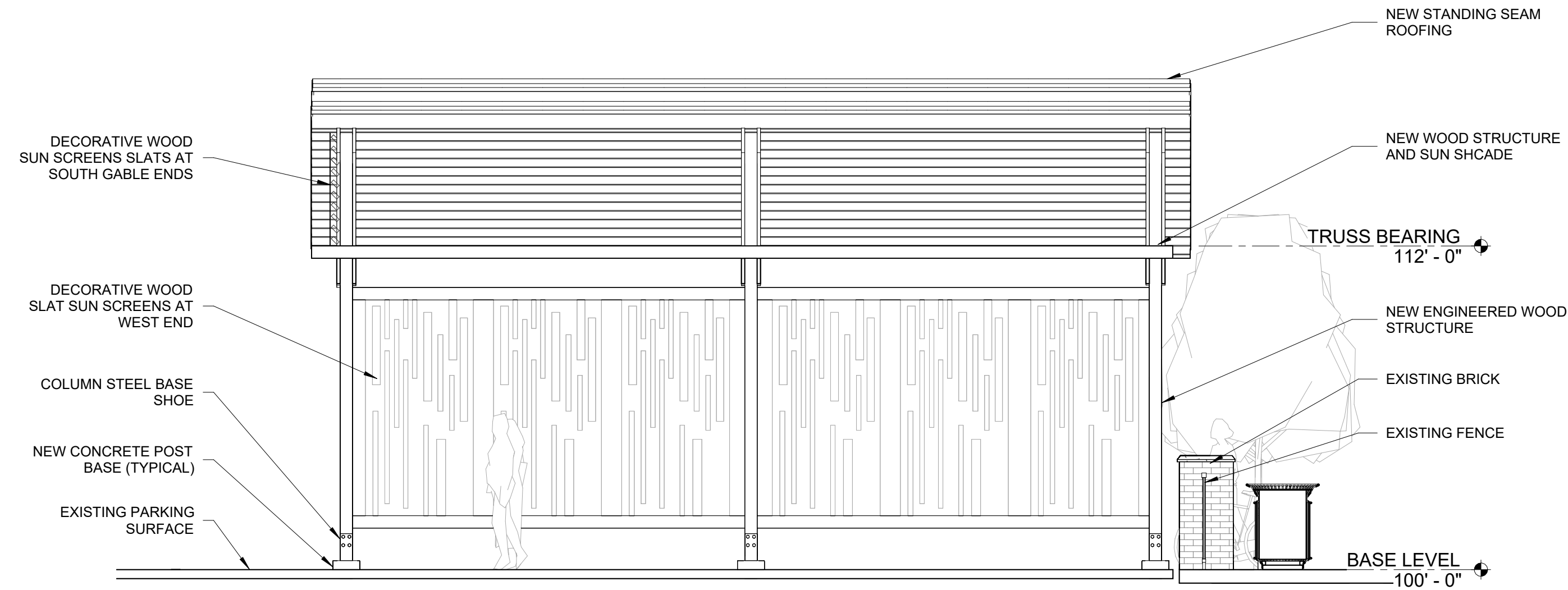
Designer recommends proceeding with engineering in October, but this may not be possible with the grant and fundraising goals. AZ will check on this question with MSDHA and the crowdfunding campaign.

MEETING OPEN TO THE PUBLIC: None.

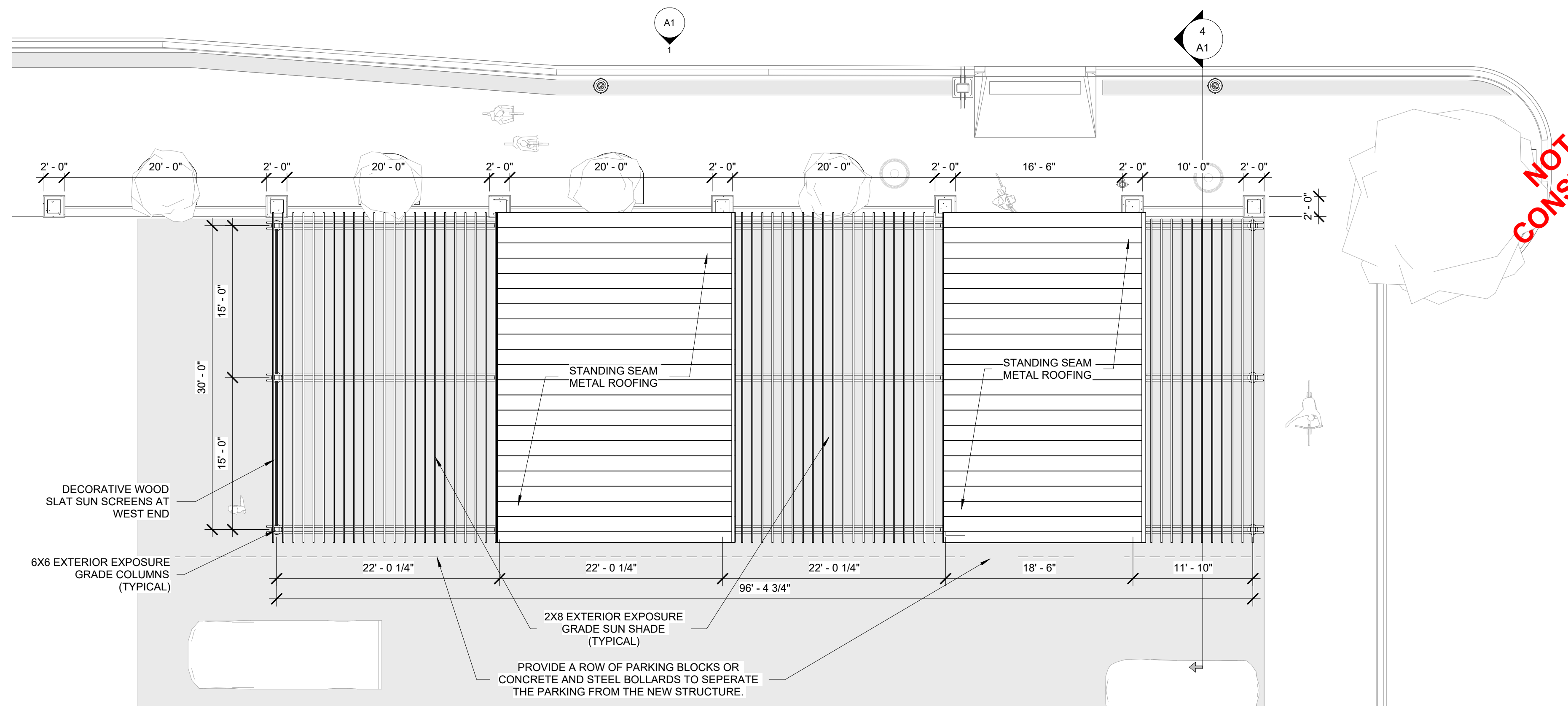
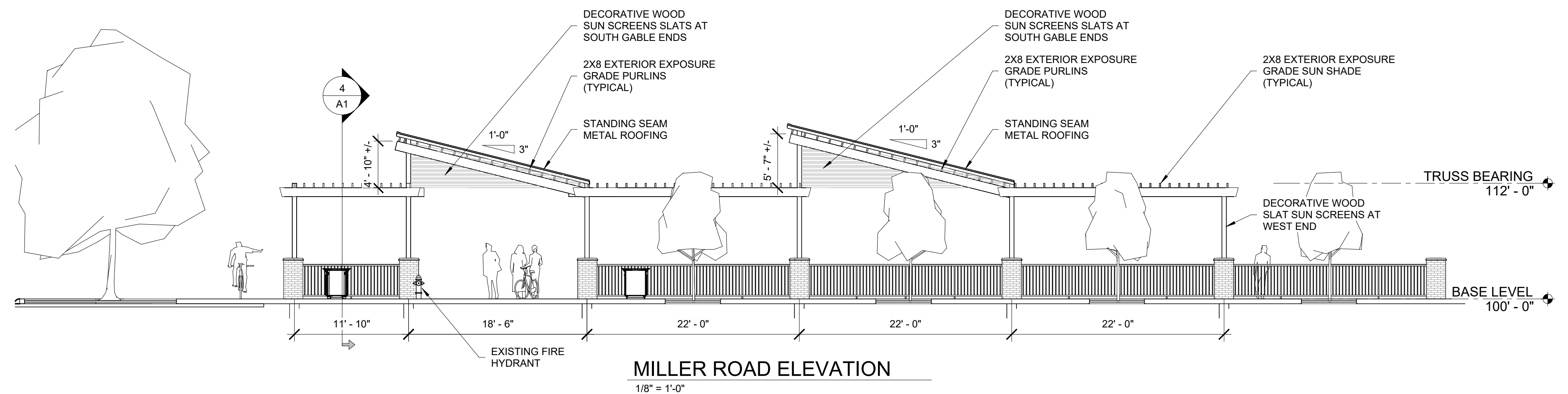
MEMBER COMMENTS: None.

Adjourned at 10:16 a.m.

AHZ



4 SECTION 1
A1/A1
1/4" = 1'-0"



LAYOUT PLAN
1/8" = 1'-0"



Architect

FLAMAG

4488 WEST BAYVIEW ROAD, SUITE 200, FARMINGTON, MI 48337 PH: (810) 230-9211

Contractor

PROPOSED PROJECT FOR

MILLER ROAD

STREETSCAPE

CITY OF SWARTZ CREEK, MICHIGAN

Project Phase:

Design ☒

Permit ☐

Construction ☐

Date

08-14-23
01-09-24

Rev.

Description

1 CONSTRUCTION DETAILS

2 PITCHED ROOF

Project #

2320

Drawn by:

CS

Checked by:

DM

Revised Last Issue:

6/2/2024 10:34:39 AM

FLOOR PLAN AND
RENDERING

A1

September 11, 2025

J. W. MORGAN CONSTRUCTION, LLC

**7152 SEYMOUR RD.
SWARTZ CREEK, MI 48473
810-635-9228 OFFICE/FAX
810-691-6281 CELL
Lic# 2102148537**

PROPOSAL

City of Swartz Creek
Miller Road Streetscape

January 2, 2025

We hereby propose to provide the materials and labor necessary to complete the following:

- Secure building permit
- Construct the gazebo and trellis structure per the revised drawings provided using engineered laminated, pressure-treated, southern yellow pine structure provided by Structural Wood Systems
- Install pro-rib steel roofing fastened with exposed screws over 2x6 southern yellow pine, tongue-and-groove 2x6 roof decking
- We will bore through the asphalt parking lot and pour concrete footings to support the structure
- Price includes factory applied, one coat, oil-based, semi-transparent SWS stain on all lumber

Total Labor and materials **\$257,545 ***

*I will apply a 3% credit to the job as my portion of donated funding (\$7,700)

**Electrical is not included in this price

***Screen wall detail is not included in this price



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

Sales Quote

Quote #: 25-32696



25-32696

City of Swartz Creek - Pergola AV Opinion of Cost P1

Client	Ship To
City of Swartz Creek Greg Dietrich 8083 Civic Drive Swartz Creek, MI 48473 US Office: 810-635-4464 Mobile: 810-922-5283 Email: gdietrich@cityofswartzcreek.org	City of Swartz Creek 8083 Civic Drive Swartz Creek, MI 48473 US Office: 810-635-4464

Quote Date	Valid Until	Shipping Method	Account Manager
8/15/2025	8/29/2025	Mercury Vehicle	Japheth Boivin

Terms	Deposit Required	Deposit Amount
In Advance	50%	\$35,146.50

Type	Qty.	Part Number	Description	Time	Rate	Price	Amount
Note			***System design and pricing to be finalized once project details, scope, and budget have received final confirmation.***				
Audio System							
Retail	4	CONTROL 31	.JBL Control 31 High-Output Indoor/Outdoor 2-Way 10" Speaker - Black				
Retail	4	MTC-30UB	.JBL MTC-30UB U-Bracket for Control 30/31 - Black				
Note			Mains Speakers				
Retail	4	RS800i-BK	.SoundTube 8" Hanging Speaker in Black with a BroadBeam Tweeter				
Note			Distributed Speakers				
Retail	1	AQZ32	.Ashly AQZ32 - 16 in x 16 out AquaControl Digital Zone/Matrix Processor with Dante				
Retail	1	MA250.8	.Ashly MA250.8 Multi-Mode Power Amplifier, 8 x 250W @ 2/4/8 Ohms & 70V/25V				
Retail	1		Stainless Steel Wall Plate - 2 Gang with 4 XLR and 1/4 Inch Combo Connectors				
Note			Audio Control				
Retail	1		Cable & Hardware Package				
Labor	1		Project Manager				
Labor	2		Installer				
Labor	1		Configuring Technician				

Type	Qty.	Part Number	Description	Time	Rate	Price	Amount
Labor	1		Commissioning Technician				
Audio System Total:							\$21,371.70
Lighting System							
Retail	28	SIX201	.Elation SIX+ Par S; 7 x 20W RGBAL+UV IP65 LED PAR MG+ARIA				
Retail	28	SIX222	.Elation Six+ Par S Lens - 60 Degree WFL				
Note			Lighting Fixtures				
Retail	1	CS-3150	.Interactive Technologies CueServer 3 Core DX DMX Lighting Control Unit				
Retail	1	AX-BR-HMK	.Interactive Technologies AX-BR-HMK Horizontal Mounting Kit				
Retail	1	CS-SBA	.Interactive Technologies CueServer Station Bus Adapter				
Retail	1	ST-MN8-CW-RGB	.Interactive Technologies ST-MN8-CB-RGB Mystique 5-Wire 8-Button Network Station in White with RGB LED Indicators				
Retail	2	DMX5PF-RJ45E	.Lex 5-Pin DMX Female XLR to 8-Pin RJ45 Male Ethernet Adapter, 1'				
Note			Lighting Control				
Retail	1		Cable & Hardware Package				
Labor	1		Project Manager				
Labor	2		Installer				
Labor	1		Configuring Technician				
Labor	1		Commissioning Technician				
Lighting System Total:							\$38,467.80
Rack & Network Control Equipment							
Retail	1		NEMA Rack Package				
Retail	1	iP-1520-RX	.Juice Goose iP-1520-RX iP 20 Amp, 7 Outlet Web Based Power Controller w/ Surge Protection				
Retail	1	U6-Mesh-Pro	.Ubiquiti U6 Mesh Pro Weatherproof Wi-Fi 6 Mesh AP w/ Omnidirectional Antenna				
Retail	1	UCG-Ultra	.Ubiquiti Cloud Gateway Ultra				
Retail	1	USW-Lite-8-POE (52W)	.Ubiquiti Lite 8 PoE / PoE+ Switch				
Retail	1	MD3Y4LL/A	.Apple iPad 11th Gen A16 - 128GB - Wi-Fi Only - Silver				
Retail	1	B0CLS4V8WY	.Heavy Duty Protective Case for iPad (A16) 11th/ 10th Gen 11"/ 10.9 Inch (2025/2022) w/ Screen Protector & AC Stand - Black				
Retail	1		Cable & Hardware Package				
Labor	1		Project Manager				
Labor	2		Installer				

Type	Qty.	Part Number	Description	Time	Rate	Price	Amount
Labor	1		Configuring Technician				
Labor	1		Commissioning Technician				

Rack & Network Control Equipment Total: \$9,753.50

Notes:

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

Subtotal: \$69,593.00

Delivery: \$700.00

Sales Tax: \$0.00

Total: \$70,293.00

Balance Due: \$70,293.00

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

Electrical work to be coordinated with Mercury Sound and Lighting.

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

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

X

Authorized Signature

Date _____

Warranty

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

Terms and Conditions

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

Pricing is subject to change.

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

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

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

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

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

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

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

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

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

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

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

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Description	Quantity	Units	Matrrial & Labor Per Unit Price	Total Item Price	Remarks
Pergola	1	EA	\$ 215,000.00	\$ 215,000.00	24' x 75', includes engineered drawings
Pergola Footings	21	SF	\$ 1,500.00	\$ 31,500.00	24" dia, 42" depth, min.
Planters	2	EA	\$ 2,500.00	\$ 5,000.00	Style TBD
Plantings	1	_	\$ 1,000.00	\$ 10,000.00	Includes planting soil and
Plainting Soil	1	CY	\$ 100.00	\$ 100.00	
Sound/Lighting System	1		\$ 75,000.00	\$ 75,000.00	
Electrical Outlets	6		\$ 1,000.00	\$ 6,000.00	For Food Trucks

SUBTOTAL \$ 342,600

BUDGET COSTS \$ 342,600

MOBILIZATION (10%) \$ 34,260

BOND & INSURANCE (2%) \$ 6,852

CONTINGENCY (15%) \$ 51,390

TOTAL COSTS \$ 435,102

MSHDA \$ 75,000

City DDA \$ 175,102

Dort FCU sponsorship \$ 50,000

Crowdfunding Match \$ 75,000

City Contribution \$ 10,000

Crowdfunding Goal* \$ 50,000 *This number is in addtion to the \$10k contributions from City, DDA, DFCU

Amount needed to raise \$ -



MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (“Agreement”) is entered into as of March 10, 2025, by and between:

Dort Financial Credit Union
(Hereinafter referred to as the “Donor”)

and

City of Swartz Creek
(Hereinafter referred to as the “Recipient”)

1. Recitals

WHEREAS, the Donor wishes to support the City of Swartz Creek through a charitable donation to enhance public space;

WHEREAS, the Recipient is constructing a public Pergola at the corner of Miller Road and Holland Drive in Swartz Creek and has agreed to grant naming rights for the structure;

WHEREAS, the Donor agrees to support the fundraising campaign and donate a total of Fifty Thousand Dollars (\$50,000) in two installments.

2. Donation Commitment and Payment Schedule

2.1 Donation Amount:

The Donor agrees to make a total donation of Fifty Thousand Dollars (\$50,000), to be paid in two installments as follows:

- Twenty-Five Thousand Dollars (\$25,000) on or about November 2025;
- Twenty-Five Thousand Dollars (\$25,000) on or about January 2026.

3. Signage Responsibility

The City of Swartz Creek agrees to cover the full cost and installation of the sign identifying naming rights for Dort Financial Credit Union on the Pergola.

4. Promotional Commitment

The Donor agrees to promote the fundraising match campaign conducted through the Michigan Economic Development Corporation/Patroncity platform by posting to its Facebook page and through email communication to its members.

5. Preferential Use

The Recipient agrees to allow Dort Financial Credit Union preferential usage rights of the Pergola for events and community purposes during the term of this Agreement, to be coordinated with the City in advance.

6. Entire Agreement

This document represents the entire agreement between the parties and supersedes all prior discussions or understandings regarding the subject matter herein.

7. Legal and Artistic Rights

7.1 Dort Financial Credit Union shall have the sole and exclusive right to review, approve, or deny any and all artwork proposed for display on or in connection with the pergola, in its sole discretion. ← with the exception of seasonal decorations

7.2 Dort Financial Credit Union shall not be responsible or liable for any events conducted at the pergola, nor for any claims, damages, losses, or injuries arising out of or in connection with such events.

← Include a term of ten years with renewal potential

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date first written above.

City of Swartz Creek (Recipient):

Name: Adam Zettel

Title: Manager, City of Swartz Creek

Date: _____

Dort Financial Credit Union (Donor):

Name: Brad Moore

Title: Marketing Manager, Dort Financial Credit Union

Date: _____



Date: 9-4-2025

To: Swartz Creek DDA
Paul D. Bueche Municipal Building
8083 Civic Dr
Swartz Creek, Mi. 48473

From: Jared M. Oginsky
President of The Dragon's Cruise
810-449-3150
joginsky5160@gmail.com

Re: Request For Funds For 9-27-2025 Dragon's Cruise Car Show Down Town Swartz Creek

Dear Swartz Creek DDA Members.

Hello I am Jared Oginsky.

I am writing to you from the Dragon's Cruise of Swartz Creek. We are requesting \$410.00 of funds for our season ending car show, on Saturday September 27th 2025. This show will be from 12 to 3pm with the streets being closed at 11am and opened again at 4pm. These streets that are being closed include Miller Rd from Morrish Rd, including Holland Drive and Holland Square, again on Miller Rd to Fortino Dr. These Documents are on file with the City of Swartz Creek and were approved for a previous date of May 24th 2025 and September 27th 2025. Insurance is also included in the filings with the City of Swartz Creek.

The requested funds will be for festivities that will include food vendors, Dj live Music, Special Edition Dash Plaques, Goodie bags, Cool cars, trucks, motorcycles, and may more activities on this date also. Our hopes are that the car participants will also frequent S&K Hometown Pub , Jamies Place, and any other local bushiness to bring awareness to Down Town Swartz Creek.

What we are requesting are funds for:

\$180.00	for Dj Service
\$125.00	for Portajohn Services
\$105.00	for Trophies
+ -----	
\$410.00	TOTAL REQUESTING

Thank you

Jared M. Oginsky
President of the Dragon's Cruise
810-449-3150
joginsky5160@gmail.com



Date: 9-4-2025

To: Swartz Creek DDA
& Adam Zettel
Paul D. Bueche Municipal Building
8083 Civic Dr
Swartz Creek, Mi. 48473
azettel@cityofswartzcreek.org

From: Jared M. Oginsky
President of The Dragon's Cruise
810-449-3150
joginsky5160@gmail.com

Re: Request For Funds For 9-27-2025 Dragon's Cruise Car Show Down Town Swartz Creek

Dear Swartz Creek DDA Members & Adam Zettel.

This is information in addition to what we at The Dragon's Cruise have submitted for our request to be on the agenda for September 11th 2025 @ 6pm.


We will be intending to only block off Holland Drive, Holland Square, and part of The Swartz Creek Pharmacy's parking lot for our Saturday September 27th 2025 show.

We hope to go back to the way The Dragon's Cruise had car shows Downtown Swartz Creek in the past. We would like to see businesses thrive and build our car show back to the it once was.

Thank you Jared

Thank you

Jared M. Oginsky
President of the Dragon's Cruise
810-449-3150
joginsky5160@gmail.com
Dated: 9-4-2025

Mr. Adam Zettel, AICP City Manager Swartz Creek City 8083 Civic Drive, Swartz Creek, MI 48473 Via email: azettel@cityofswartzcreek.org		Proposal No.: P25-4692 Date: September 2, 2025
Property: Former Church 4488 Morrish Road, Swartz Creek, Michigan	Service Group: Industrial Hygiene Services	
1. Scope of Work: Pre-Renovation Hazardous Materials Assessment (Time & Materials (T&M)) \$6,850.00 <ul style="list-style-type: none"> • All work to be performed by State of Michigan accredited Asbestos Building Inspectors. • Fee includes the collection and analysis of up to 85 asbestos bulk samples with 5-day turnaround time on results. Fee includes priority overnight shipping. • Fee includes the collection and analysis of up to 8 bulk paint chip samples for identification of lead, cadmium, and chromium. Fee includes priority overnight shipping. • Fee includes travel, labor, equipment, sampling media, shipping, analytical fees, QA/QC, reporting, project administration, and project management. <div style="text-align: right;">TOTAL: \$6,850.00</div>		
2. Attachments: N/A 3. Documents Incorporated by Reference: N/A		
Authorization and acceptance of this Contract includes acceptance of the terms above, including all attachments and all documents incorporated by reference above. Terms of Payment: <u>0</u> % upon execution of Contract; subsequent invoices due on receipt. This contract and the listed fees are valid for a term of 60 days. This Contract is subject to and governed by the Terms and Conditions appearing on the reverse side hereof, including provisions limiting remedies and disclaiming warranties.		
Authorized by Client: City of Swartz Creek By: _____ Date: _____ (Signature) Name: _____ Title: _____ Email: _____ Phone: _____	Accepted by Consultant: Triterra By:  _____ Date: <u>September 2, 2025</u> Name: <u>Kyle A. Clark</u> Title: <u>Director of Industrial Hygiene Services</u>	

TERMS AND CONDITIONS

These Terms and Conditions govern and are applicable to services rendered by Triterra, LLC (hereinafter "Consultant"), to the "Client" identified in the proposal or work order, including any subsequent amendments or change orders (collectively the "Proposal"), issued by Consultant with these Terms and Conditions.

1. **Scope of Services.** The specific professional services (the "Services") to be performed by Consultant on behalf of Client shall be as described in and authorized by the Proposal. Any additional services performed by Consultant for Client at Client's request shall also be subject to these Terms and Conditions except as otherwise provided and acknowledged by Consultant in writing. Client acknowledges and agrees that, except as otherwise specifically provided herein, Consultant is an independent contractor and that Consultant reserves the right to subcontract all or any portion of the Services.
2. **Estimates of Costs.** Any estimates or opinions of costs made by Consultant in Proposals or otherwise are made on the basis of Consultant's judgment as an experienced and qualified environmental consultant and are based on project and site information actually known by Consultant, Consultant's current Schedule of Fees (as defined below), and the anticipated costs of materials, supplies, laboratories, subcontractors, and other components of the project. However, Client acknowledges and agrees that Consultant cannot and does not guarantee that total costs will not vary from estimates prepared by Consultant. The Proposal shall not be considered a "fixed price," "flat fee," or "lump sum" contract or agreement, unless specifically set forth in the Proposal.
3. **Fees and Compensation.** Except as otherwise specifically noted in the Proposal, Client shall be billed and pay for the Services on a time and materials basis based upon Consultant's standard schedule of fees and rates (the "Schedule of Fees"), as adjusted by Consultant from time to time. Services required to be performed on weekends or legal holidays or during non-standard business hours because of circumstances beyond Consultant's reasonable control shall be billed at 150% of the applicable standard rate set forth in the current Schedule of Fees. All costs and expenses billable to Client, including the costs of materials, supplies, rented equipment, permits, bonds, subcontractors, and laboratories, shall be subject to a 15% administrative mark-up. In the event that Consultant is required to provide documents, information, or testimony related to Services rendered to or on behalf of Client pursuant to a subpoena or other order issued by a court or governmental agency, Client shall be responsible for Consultant's costs, expenses, and fees incurred in responding to or complying with the subpoena or order, including charges for time spent by Consultant in accordance with the current Schedule of Fees.
4. **Billing and Payment.** Except as otherwise specifically noted in the Proposal, Client will be invoiced periodically at Consultant's discretion for Services performed by Consultant. Fixed price Proposals will be invoiced on a percentage-completed basis. All invoices shall be due and payable in full upon receipt. Past due balances shall bear interest at the rate of 1.5% per month, or the maximum amount allowed by applicable law, whichever is less, beginning thirty (30) days from the date of the invoice. In the event that Client fails to pay any amount in full when due, Consultant may, at its sole option, suspend the performance of Services until payment in full is received or terminate the performance of Services. The suspension or termination of the performance of Services by Consultant, or the continuation of the performance of Services, shall not in any way affect Client's liability for payment with respect to Services previously rendered and Consultant shall not be responsible for, nor liable to Client with respect to, any fines or penalties imposed upon or against Client as a result of delays resulting from Consultant's exercise of its rights under this provision. Client shall be liable for all costs incurred by Consultant in attempting to enforce these Terms and Conditions or to collect overdue payments from Client, including actual attorney fees and court costs.
5. **Release and Submission of Reports and Data.** All data, information, documentation, and reports generated, gathered, created, ordered, or received by Consultant in the performance of Services are and remain proprietary in nature and Consultant shall have no obligation whatsoever to release such data, information, documentation, or reports until all invoices and charges related to the development of such data, information, documentation, and reports are paid in full. Client acknowledges and agrees that it remains solely responsible for the preparation and filing of all forms, notices, and reports of any kind required by any local, state, or federal law, ordinance, or regulation and that Consultant shall have no obligation whatsoever to assure or effect compliance with any such reporting requirement unless specifically set forth in the Proposal.
6. **Hazardous and Waste Materials.** Client acknowledges and agrees that, unless expressly provided for in the Proposal, Consultant has had no role in generating, treating, storing, or disposing or arranging for the disposal of any hazardous substances, hazardous waste, toxic substances, pollutants, or contaminants which may be present at or near any project site (collectively "Waste Materials"), as such terms are defined or contemplated by the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601 *et seq.* ("CERCLA"), and/or Parts 201, 211, or 213 of the Natural Resources and Environmental Protection Act, MCL 324.21301 *et seq.* ("NREPA"), or any other local, state, or federal law, ordinance, or regulation pertaining to such substances or the environment, and that Consultant has not benefited from the processes that produced such Waste Materials. Any Waste Materials generated, treated, stored, disposed of, or otherwise encountered during the performance of Services by Consultant shall at no time be considered or become the property of Consultant. Client understands that Waste Materials may be generated or encountered during the normal course of performance of the Services, potentially requiring the removal, temporary storage, and disposal of the Waste Materials. Client agrees to the temporary storage of such Waste Materials at the project site and assumes all risk for safeguarding the Waste Materials from vandalism, tampering, theft, and other damage.
7. **Site Access and Control.** Client grants a right of entry to the project site to Consultant and Consultant's employees, agents, and subcontractors for the purpose of performing the Services, and Client acknowledges and agrees that it is and shall remain in control of the project site at all times and that Consultant is not an "operator," as defined by CERCLA and/or NREPA, of the project site or facility where Consultant is performing the Services. If client does not own a project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant, unless Client notifies Consultant otherwise in writing, and Client shall be responsible for payment of any costs and expenses associated with gaining access, including entry and permit fees and the costs of bonds. If the performance of the Services results in damage to or the alteration of the project site, other than otherwise avoidable damage or alteration resulting from Consultant's gross negligence, Client agrees to pay the costs of restoring the project site to its original condition.
8. **Site Conditions.** Client agrees to promptly disclose to Consultant prior to the commencement of the Services any information pertaining to the project site that impacts the performance of the Services by Consultant or the health and safety of Consultant's employees and subcontractors, site personnel, or the public. Client acknowledges that the discovery or suspected discovery of Waste Materials during the performance of the Services may require that special and/or immediate measures be undertaken to protect the health and safety of Consultant's employees and subcontractors, site personnel, and/or the public, and Client shall be responsible for any costs or expenses incurred by Consultant with respect thereto, irrespective of whether such costs or expenses were or could have been included in the Proposal. Client shall be responsible for the proper identification of all utility lines and subterranean structures and conditions, including, but not limited to, underground storage tanks and piping, utility lines, wells, foundations, pipes, drains, and sewer lines, on, at, within, or under each project site.
9. **Indemnification and Limitation of Liability.** Client shall indemnify, hold harmless, and defend Consultant and its members, shareholders, directors, officers, employees and/or agents from and against any and all losses, damages, claims, liabilities, fines, penalties, costs, and expenses, including actual attorney fees and court costs, which any or all of them may incur, be otherwise responsible for, or pay out as a result of bodily injury (including death) to any person, damage (including loss of use) to any real or personal property (including utilities or subterranean structures), or injury or damage to the environment generally (including the public trust in natural resources), arising out of or related to the performance of the Services or Client's breach of these Terms and Conditions, except for such injuries or damages resulting directly from the gross negligence or willful misconduct of Consultant. Any liability of Consultant to Client related to the performance of Services by Consultant shall be limited to \$1,000,000 in connection with the Proposal under which the Services giving rise to the liability were performed. Any claims against Consultant shall be barred if not brought within one year of the earlier of the date upon which the acts or omissions giving rise to such claim were committed or the completion or termination of the performance of the Services under the Proposal.
10. **Standard of Care and Disclaimer of Warranties.** Client acknowledges and agrees that conditions can vary between sampling points and with time, and that the assumptions, interpretations, opinions, conclusions, and recommendations of Consultant are based solely on data known to Consultant, which can result in changes in the assumptions, interpretations, opinions, conclusions, and recommendations over time or in response to additional data. Client further acknowledges and agrees that nothing contained herein nor in any Proposal shall be considered or amount to a guarantee by Consultant of any particular outcome. Client further acknowledges and agrees that the fields of science and engineering, associated technologies, and accepted practices, as well as applicable laws, standards, guidelines, and regulations, are constantly developing and changing, and that there are variances and inconsistencies between the laws, standards, guidelines, and regulations of different agencies and jurisdictions (as well as the application thereof), requiring the exercise of discretion and professional judgment by Consultant. Consultant will select the methods and/or procedures it considers appropriate to accomplish the intended result, and Client's acceptance of a Proposal signifies concurrence with the methods and procedures selected by Consultant. As part of the Services, Consultant may retain, hire, or subcontract with laboratories or subcontractors of Consultant's choosing for the performance of analytical testing or other services, and Consultant assumes no responsibility for claims or losses arising from the negligence or errors and omissions of such laboratories or subcontractors. There are no warranties, either express or implied, which are not expressly set forth in the Proposal or these Terms and Conditions, and Consultant makes NO WARRANTIES OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE with respect to any of the Services, goods, materials, or equipment sold or furnished by Consultant.
11. **Force Majeure.** Client and Consultant shall be excused for the period of any delay in the performance of any non-monetary obligations under these Terms and Conditions when substantially prevented from so doing by labor disputes (beyond the party's control), civil commotion, war, governmental regulations or controls, fire or other casualty, inability to obtain any necessary material or service, or acts of God.
12. **Governing Law and Venue.** These Terms and Conditions shall be governed and construed for all purposes under and in accordance with the laws of the State of Michigan, without given effect such State's choice of laws principles. Any action brought to challenge or enforce these Terms and Condition shall be brought in the courts of Ingham County, Michigan; provided, however, that an action to foreclose on a construction lien claimed by Consultant as a result of Services rendered hereunder shall be brought in the county where the underlying real property is located and any other related claims may be joined in such action.