



AGENDA - Tax Increment Finance Authority

DATE: March 9, 2023 7:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Approval of Meeting Minutes
 - I. Approval of January 12, 2023 Minutes
- IV. Public Comment
- V. Unfinished Business
 - I. Review of Maryland/Lakepointe Lot Site Plan
 - II. Consideration of Financing Agreement
 - III. Review of Pointe Hardware Lot Site Plan
- VI. New Business
 - I. Consideration of the preliminary Fiscal Year 2024 Budget
- VII. Adjournment

Public Comment: Public Comments are limited to three minutes.

Live Stream: The meeting will be livestreamed to the Official City of Grosse Pointe Park YouTube Channel.

Tax Increment Finance Authority MEETING - January 12, 2023
7:00 PM

CALL TO ORDER

The meeting was called to order by Chairman Hughes.

ROLL CALL

The following were present: Boardmembers Anton, Chamberlain, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Secord, Tompkins, Vice Chair Ralstrom and Chairman Hughes.

Also present: Warren Rothe, TIFA Director and Assistant City Manager; and Kevin Kilby, City Attorney.

ANNUAL OFFICER SELECTION

Motion by Boardmember Anton, seconded by Boardmember Cousineau, to reappoint Boardmember Hughes to Chairman.

AYES: Boardmembers Anton, Chamberlain, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Secord, Tompkins, Ralstrom and Hughes.

NAYS: None

Motion by Boardmember Hughes, seconded by Boardmember Cousineau, to reappoint Boardmember Ralstrom to Vice Chair.

AYES: Boardmembers Anton, Chamberlain, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Secord, Tompkins, Ralstrom and Hughes.

NAYS: None

APPROVAL OF MEETING MINUTES

Motion by Boardmember Anton, seconded by Boardmember Chamberlain, to approve the December 8, 2022 minutes.

AYES: Boardmembers Anton, Chamberlain, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Secord, Tompkins, Vice Chair Ralstrom and Chairman Hughes.

NAYS: None

PUBLIC COMMENT

One public comment was made.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS:

CLOSED SESSION - TO CONSIDER MATERIAL EXEMPT FROM DISCUSSION OR

DISCLOSURE BY STATE OR FEDERAL STATUE PURSUANT TO MCL 15.268(H)

Motion by Boardmember Mullen, seconded by Chairman Hughes, to move into closed session to consider material exempt from discussion or disclosure by state or federal statute pursuant to MCL 15.268(h) at 7:15 pm.

AYES: Boardmembers Anton, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Tompkins, Vice Chair Ralstrom and Chairman Hughes.

NAYS: None

RECUSED: Boardmembers Chamberlain and Secord.

Motion by Boardmember Mullen, seconded by Vice Chair Ralstrom, to reconvene to open session at 8:36 pm.

AYES: Boardmembers Anton, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Tompkins, Vice Chair Ralstrom and Chairman Hughes.

NAYS: None

RECUSED: Boardmembers Chamberlain and Secord.

CONSIDERATION OF DEVELOPMENT AGREEMENT

Motion by Boardmember Cousineau, seconded by Boardmember Anton, to approve the proposed development agreement with the understanding that the site plan be provided to the TIFA Board prior to the execution of the financing agreement.

AYES: Boardmembers Anton, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Tompkins, Vice Chair Ralstrom and Chairman Hughes.

NAYS: None

RECUSED: Boardmembers Chamberlain and Secord.

SURVEY REVIEW AND GOAL SETTING

As the budget season approaches, the TIFA will need to identify priorities and projects for the upcoming fiscal year. To aid with this, a community survey was circulated online in late 2022. There were 293 responses to the survey and given to the Board. Chairman Hughes requested Boardmembers to review the new proposed budget and provide input on where funds should be allocated prior to the next TIFA meeting date to be compiled for Board review.

ADJOURNMENT

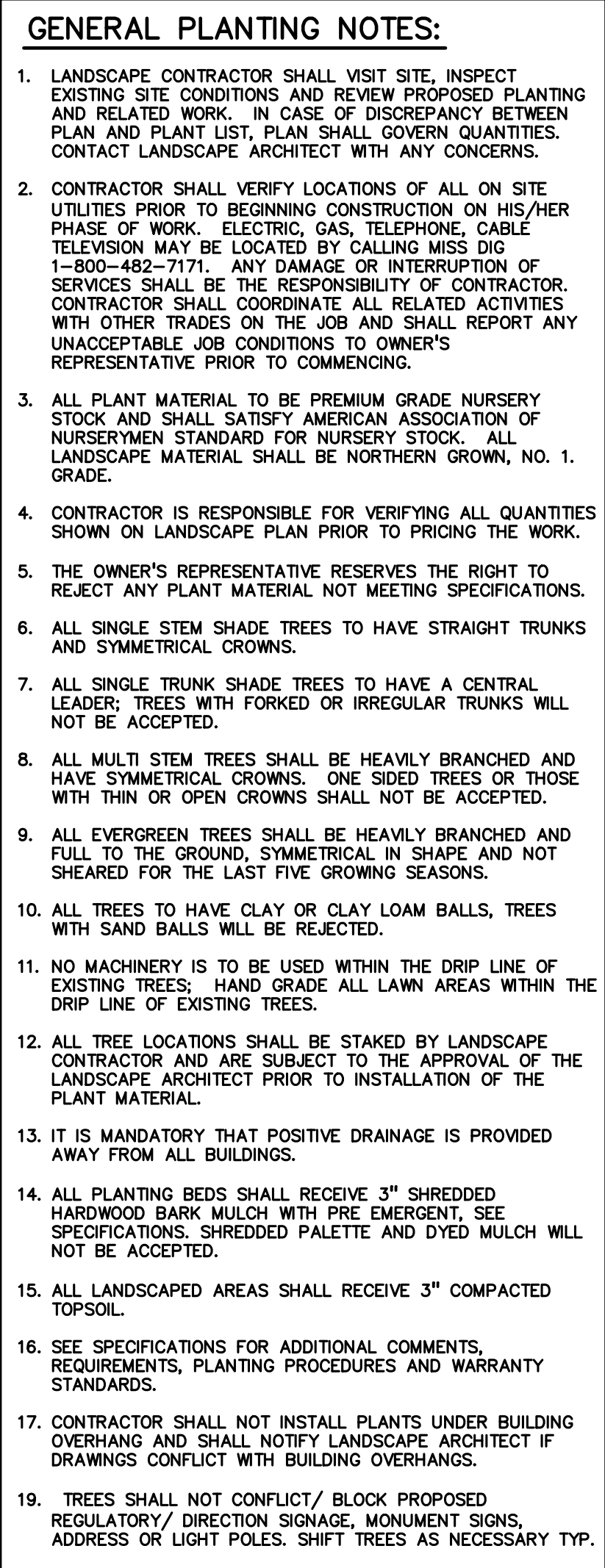
Motion by Boardmember Cousineau, seconded by Boardmember Distel, to adjourn the meeting.

AYES: Boardmembers Anton, Chamberlain, Cousineau, Distel, King-Piepenbrok, Mullen, Robson, Secord, Tompkins, Vice Chair Ralstrom and Chairman Hughes.

NAYS: None

With no further business, the meeting adjourned at 8:42 pm.

TREE PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
3	AC8	Shadblow Serviceberry	<i>Amelanchier canadensis</i>	8'-10' Ht.	B&B
7	CC2.5	Cockspur Thornless Hawthorn	<i>Crataegus crusgallii var. inermis</i>	2.5 Cal.	B&B
10	TOTAL DECIDUOUS TREES				
SHRUB PLANT LIST:					
QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
21	CS36	Bergeson Compact Dogwood	<i>Cornus sericea 'Bergeson'</i>	36" Ht.	Cont.
68	EF24	Emerald n' Gold Euonymus	<i>Euonymus fortunei 'Emerald n' Gold'</i>	24" Ht.	Cont.
13	IV24	Winter Red Winterberry	<i>Ilex verticillata 'Winter Red'</i>	24" Ht.	Cont.
28	IH24	Henry's Gamet Sweetspire	<i>Itea virginica 'Henry's Gamet'</i>	24" Ht.	Cont.
25	JS24	Blue Star Creeping Juniper	<i>Juniperus squamata 'Blue Star'</i>	24" Sprd	Cont.
39	PO36	Summerwine Ninebark	<i>Physocarpus opulifolius 'Seward'</i>	36" Ht.	Cont.
22	TH5	Hicks Yew	<i>Taxus x media 'Hicksii'</i>	5' Ht.	B&B
216	TOTAL SHRUBS				



CLIENT
**S.B. COTTON AND
SONS, LLC**
121 KERCHEVAL
GROSSE POINTE FARMS, MICHIGAN 48236

PROJECT TITLE
PARKING LOT 'E'
IMPROVEMENTS
GROSSE POINTE PARK, MICHIGAN

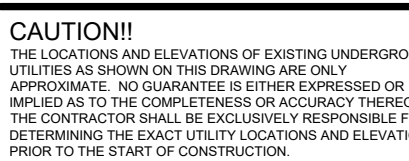
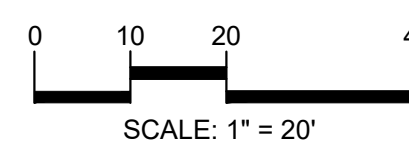
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ORIGINAL ISSUE DATE:
DECEMBER 9, 2022

DRAWING TITLE
**PARKING LOT 'E'
LANDSCAPE
PLAN**

PEA JOB NO.	2022-0130
P.M.	BWJ
DN.	KAD
DES.	NB
DRAWING NUMBER:	

L-1.0



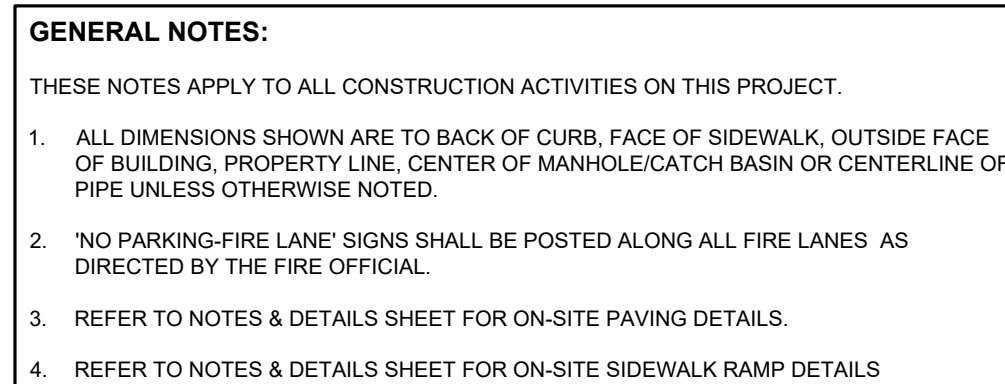
PROJECT TITLE
**PARKING LOT 'E'
IMPROVEMENTS**
GROSSE POINTE PARK, MICHIGAN

ORIGINAL ISSUE DATE:
DECEMBER 9, 2022

PEA JOB NO. 2022-01

DES. E

C-3.0



SIGN LEGEND:	
'NO PARKING FIRE LANE' SIGN	1
'BARRIER FREE PARKING' SIGN	3
'VAN ACCESSIBLE' SIGN	4
'DO NOT ENTER' SIGN	6
ELECTRIC VEHICLE CHARGING	7
REFER TO DETAIL SHEET FOR SIGN DETAILS	

PROJECT FINANCING AGREEMENT

This Financing Agreement (“Agreement”) dated April 1, 2023, is entered into by and between the Grosse Pointe Park Business District Improvement Foundation, a domestic nonprofit corporation whose address is 121 Kercheval, Grosse Pointe Farms, Michigan 48236 (hereinafter the “Foundation”), and the City of Grosse Pointe Park Tax Increment Finance Authority, a Michigan public body corporate, whose address is 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan 48230 (hereinafter the “TIFA”). The Foundation and the TIFA are sometimes hereinafter referred to as the parties or the party if in the singular.

RECITALS

Whereas, the parties executed a Development Agreement for the development of a parking lot dated April 1, 2023 (the “Development Agreement”);

Whereas, Article VI of the Development Agreement sets forth the financing of the construction of the Project as defined in the Development Agreement. The Project referenced herein shall have the same meaning as the term is used in the Development Agreement;

Whereas, pursuant to Article VI of the Development Agreement, the TIFA shall pay toward the Project and to the Foundation Two Hundred Seventy-Five Dollars and Zero Cents (\$275,000.00) pursuant to the terms and conditions contained herein; now

Therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article I Adoption of Recitals

All of the matters stated in the Recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein, provided that in cases of conflict, provisions of this Agreement shall control over matters stated in the recitals.

Article II Financing Agreement Controls

This Financing Agreement shall control over the Development Agreement regarding the payment of money by the TIFA to the Foundation for the Project as defined by the Development Agreement.

Article III Payment by TIFA to Foundation

The TIFA shall pay to the Foundation Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00), which shall be paid in the following manner:

- A. One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be paid by the TIFA to the Foundation within forty-five (45) days of the issuance of the building permit for the Project.
- B. One Hundred Thousand Dollars and Zero Cents (\$100,000.00) shall be paid by the TIFA to the Foundation within forty-five (45) days of the leveling course (1st lift) of the concrete pour or similar material installed in the parking surface of the Project.
- C. Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) shall be paid by the TIFA to the Foundation within forty-five (45) days of the certificate of occupancy being issued for the Project.

Article IV Recoupment

In the event that the TIFA has paid to the Foundation any of the amounts set forth Article III of this Agreement and the Foundation fails to start the Project, abandons the Project, or fails to complete the Project within one (1) year, unless another time period is mutually agreed to by the parties, the Foundation warrants and agrees to repay any and all sums paid by the TIFA within forty-five (45) days of receipt of a certified mailing demanding the repayment of the amounts paid by the TIFA. If the Foundation fails to repay the TIFA within the forty-five (45) days of receipt of the certified mailing, it shall be considered a material default of this Agreement.

Article V Form of Payment

The payment of the Two Hundred Seventy-Five Thousand Dollars and Zero Cents (\$275,000.00) shall be paid by the TIFA to the Foundation by wire-fund transfer, cashier's check, or other mutually acceptable form of payment agreed to by the parties in writing. As used in this Article, writing includes email.

Article VI Miscellaneous Provisions

- 1. **Agreement Extension or Renewal.** The term of this Agreement shall automatically extend for the same period of time as any extension of the Development Agreement term.
- 2. **Remedies Upon Default.** If the TIFA fails to make payment as set forth in this Agreement, the Foundation shall have all available remedies in law and equity against the TIFA.
- 3. **Freedom of Information Act Requests.** Any Freedom of Information Act requests related to this Agreement shall be treated in the same manner as set forth in Article IX, 7 of the Development Agreement.

4. **Severability.** The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.
5. **Venue.** It is specifically agreed among the parties to this Agreement that Wayne County, State of Michigan is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the Wayne County Circuit Court.
6. **Interpretation/Construction.** For purposes of interpretation and construction of this Agreement, this Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Agreement therefore shall not be construed against any party to this Agreement.
7. **Modification.** This Agreement shall not be modified, altered, or amended except through a written amendment signed by the TIFA and the Foundation.
8. **No Third Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.
9. **Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed one and the same Agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.
10. **Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.
11. **Addresses and Notice.** Unless otherwise provided herein and except for invoices for construction, any other notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice

given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to TIFA, to:

City of Grosse Pointe Park Tax Increment Finance Authority
Attn: Director
15115 East Jefferson Avenue
Grosse Pointe Park, Michigan 48230

If to Foundation, to:

Grosse Pointe Park Business District Improvement Foundation
Attn: Michael L. Stines, Registered Agent
121 Kercheval Avenue
Grosse Pointe Farms, Michigan 48236

The parties hereto shall have the right to agree to using email as a form of communication for Notice if both parties agree to its use. Additionally, the parties shall have the right to agree from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party hereto.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Agreement Date.

Grosse Pointe Park Business District Improvement Foundation:

By: _____
Its: _____

ATTEST:

Its: _____

APPROVED AS TO FORM:

By: _____
Michael L. Stines, Chief Legal Counsel for the Foundation

City of Grosse Pointe Park Tax Increment Financing Authority:

By: _____
Its: _____

ATTEST:

Its: Secretary

(OFFICIAL SEAL)

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kevin Kilby (P68599), General Counsel for the TIFA

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TAX INCREMENT FINANCE AUTHORITY MEETING

DATE: March 9, 2023

SUBJECT: Review of Pointe Hardware Lot Site Plan

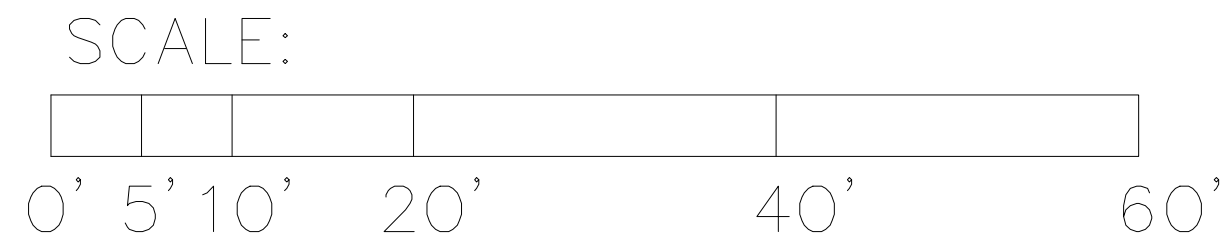
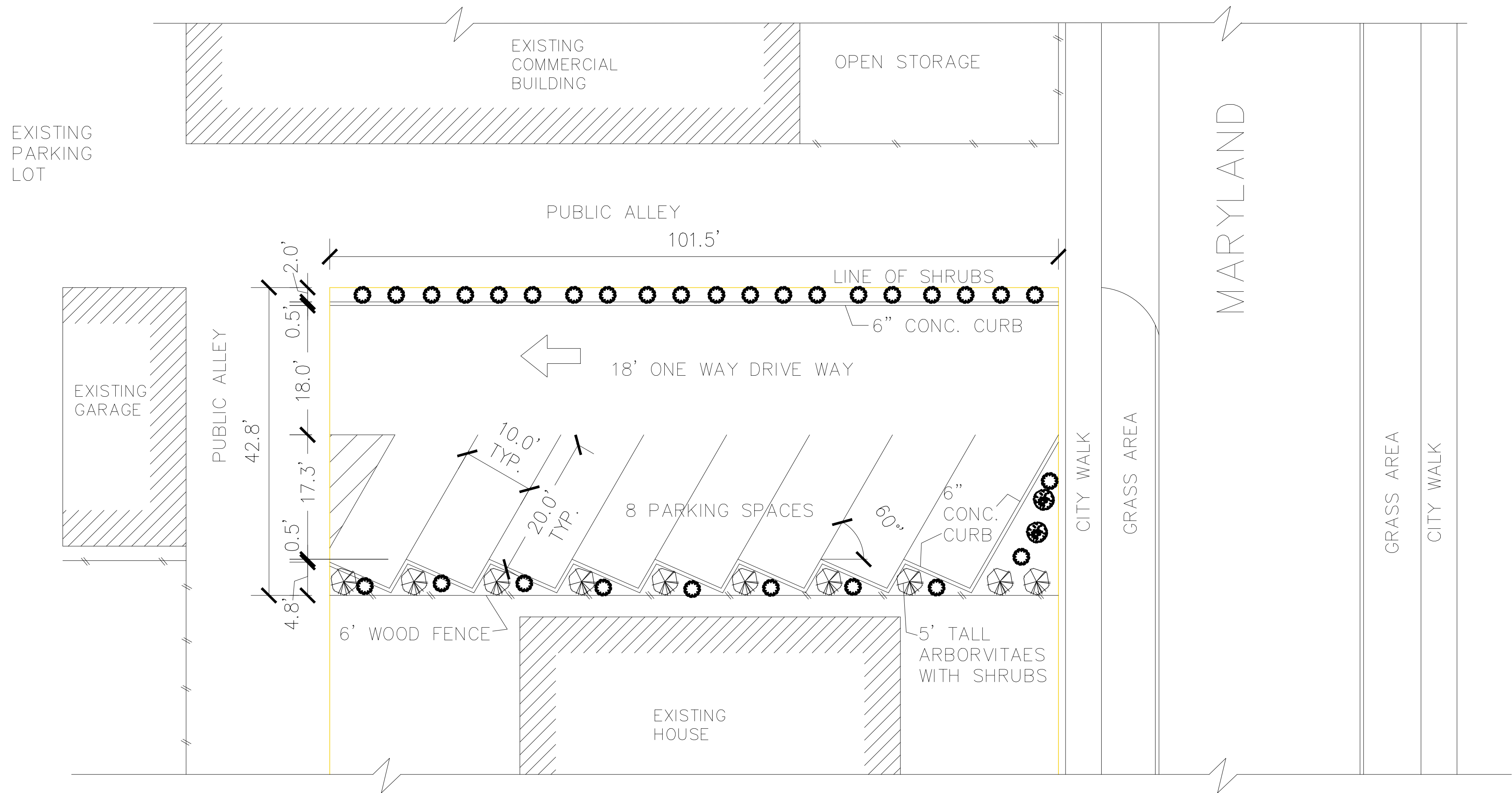
SUMMARY: Working with a local architect, a preliminary site plan has been prepared for the gravel lot located behind Pointe Hardware. The design takes into account the existing DTE pole with its anchoring wire. 8 spots are proposed to be added, with decorative landscaping to be placed around the property. In order to proceed with the project, the services of an engineer will need to be solicited to prepare a final design, bid documents, and provide construction oversight. Engineering services could be solicited with the use of an RFP.

FINANCIAL IMPACT: The City Engineer and the City Building Official, newly constructed parking lots can typically cost \$10,000 per spot. Engineering services will need to be secured to finalize the design and prepare the necessary bid documents. Given the need for engineering work, and unknowns, the preliminary budget figure for this project is estimated at \$100,000.

RECOMMENDATION: Review the proposed site plan and provide direction on how to proceed.

PREPARED BY: Warren Rothe, Assistant City Manager

PROJECT: PROPOSED PARKING LOT
LOCATION: SERVICE ALLEY AND MARYLAND, GROSSE POINTE PARK



TOTAL 8 PARKING SPACES

IMPORTANT NOTE
DO NOT SCALE FROM DRAWINGS – USE THE DIMENSION. SCALING OF THE DRAWINGS IS NOT RECOMMENDED AND CONSTRUCTION, ESTIMATION, AND CALCULATIONS BASED ON DIMENSIONS SCALED FROM DRAWINGS ARE DONE AT THE CONTRACTOR'S RISK.

REVISIONS		

Designtec INC.

ARCHITECTURAL DESIGN SERVICES

589 FEBERTON,
GROSSE POINTE PARK, MI 48230
TEL: 586.833.8888
EMAIL: designtec@designtec.com
WEBSITE: designtecservices.com
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PARKING LOT CONCEPTUAL PLAN

CITY OF GROSSE POINTE PARK
15115 E. JEFFERSON
GROSSE PTE PARK, MI 48230



DRAWN BY: JFG
DATE: 2-16-23
SCALE:
JOB NO: 1944-CN
SHEET A.1



TAX INCREMENT FINANCE AUTHORITY MEETING

DATE: March 9, 2023

SUBJECT: Consideration of the preliminary Fiscal Year 2024 Budget

SUMMARY: Attached is the preliminary Fiscal Year 2024 Budget for consideration. Revenues and expenditures are balanced. This budget was created using input and ideas submitted by TIFA Board members. Director Rothe and Chairman Hughes would like to thank all for submitting their ideas. They greatly aided in generating this proposed budget.

Per Public Act, 57 of 2018, before the budget can be adopted by the TIFA Board, the governing body of the municipality must approve the budget. Therefore, staff will present a final budget to the Board to consider after the City Council approves it at the May 8th regular City Council meeting.

Attached for your review are the following materials:

- Presentation on the preliminary FY 2024 budget
- Proposed FY 2024 budget

FINANCIAL IMPACT: Estimated Revenues and Expenditures for FY 2024 are \$1,156,000.

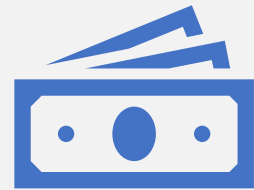
RECOMMENDATION: Review the proposed budget for the 2024 fiscal year.

PREPARED BY: Warren Rothe, Assistant City Manager



Proposed Fiscal Year 2024 Budget

Revenues



ESTIMATED CAPTURED REVENUES FOR
2024 ARE \$1,156,000.



REVENUE HAS INCREASED OVER TIME
DUE TO INCREASED REAL ESTATE
VALUES.

Administrative & Debt Expenditures

Notes

- Salaries & Fringes reduced to \$86,000 from \$132,425
- Legal services reduced to \$25,000 from \$30,000 due to less activity and reduced rate of McGraw Morris
- TIFA is required to be audited annually
- DPW Building loan will be paid off in fiscal year 2036. Interest rate of 1.94%. Debt represents 26% of budget.

<u>Category</u>	<u>Proposed Expenditures</u>
Salaries & Fringes	\$86,000
Operating Supplies	\$8,500
Legal Services	\$25,000
Auditor	\$5,000
DPW Debt	\$301,754.50

Traditional Programs & Priorities

Notes

- Business District Lights –Costs of decorative street lighting through TIFA, including lights on Kercheval and Mack.
- Pedestrian front yard lighting – Funds repairs and maintenance of decorative gas lamps. \$10,000 increase from FY 2023.
- Marketing Promotions –Costs associated with hosting several events within TIFA District, including After 6 events and the social districts.

<u>Category</u>	<u>Proposed Expenditures</u>
Business District Lights	\$22,000
Holiday Decorations	\$20,000
Pedestrian front yard lighting	\$25,000
Marketing/Promotions	\$62,745.50
Commercial Grants	\$75,000

Residential Programs & Grants

- \$160,000 is proposed for FY 2024.
- Continue popular residential grant program which covers the following:
 - Street facing and adjacent fencing
 - Garage rehabilitation
 - Parking pad expansion/creation
 - Front façade improvements such as porches and steps – proposed new category
- Proposed New Initiatives
 - Street-side tree planting program
 - Assistance in acquiring/replacing garbage cans and recycling bins





Parking System Investments & Development

- \$90,000 is allocated for following initiatives
- Purchase of three new parking lot meter equipment, such as the pay stations Grosse Pointe City uses.
- Signage to better communicate where public parking is available.
- Efforts to address recommendations from parking study.



Streetscapes

- \$150,000 is allocated for streetscape initiatives.
- RFP for engineering services is anticipated to prepare plans for streetscape enhancements to Kercheval and Charlevoix.
- Additional funds are available to fund immediate improvements to streetscapes such as intersection/cross-walk improvements along Charlevoix.

Future Project Reserve

- As TIFA contemplates major projects such as the proposed streetscapes, the proposed FY 24 budget sets aside a reserve of \$125,000 to go towards future projects, such as streetscape construction which could occur in FY 25.

	<u>Revenues</u>
Captured Taxes	\$ 1,156,000.00

Expenditures	
SALARIES-FULL	\$ 58,000.00
Fringe Benefits	\$ 28,000.00
Operating Supplies	\$ 8,500.00
Business District Lights	\$ 22,000.00
Legal Services	\$ 25,000.00
Auditor	\$ 5,000.00
Holiday decorations	\$ 20,000.00
Pedestrian front yard Lighting	\$ 25,000.00
Marketing Promotions	\$ 62,745.50
DPW Debt	\$ 301,754.50
Parking System/Development	\$ 90,000.00
Residential Programs/Grants	\$ 160,000.00
Streetscapes	\$ 150,000.00
Commercial Grants	\$ 75,000.00
Future Project Reserve	\$ 125,000.00
Total Expenditures:	\$ 1,156,000.00