



AGENDA - City Council

DATE: December 12, 2022 7:00 PM City Council
Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Approval of Consent Agenda
 - I. Approval of November 28, 2022 Minutes
 - II. Committee & Commissions Report
 - III. Finance Report
- V. Public Comment (Agenda Items)
- VI. Managers' Report/Public Safety
- VII. Unfinished Business
 - I. Council Comment
- VIII. New Business
 - I. Zoning Ordinance Map Amendment: 1211 Wayburn, 1215/1217 Wayburn
 - II. Zoning Ordinance Map Amendment: 1155 Wayburn, 1159/1161 Wayburn, 1167 Wayburn
 - III. Zoning Ordinance Revision RFP Review
 - IV. Jefferson Ave Sewer Separation Proposal
 - V. Adopt 2023 Meeting Dates
 - VI. Commission and Board Appointments
 - VII. Closed Session - to consider material exempt from discussion or disclosure by state or federal statute pursuant to MCL 15.268(h)
 - VIII. Resolution for Transfer of Property
 - IX. Council Comment
 - X. Lease Agreement with Urban Renewal Foundation
- IX. Public Comment (Non-Agenda Items)
- X. 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.

CITY COUNCIL MEETING - November 28, 2022
7:00 PM

CALL TO ORDER

The meeting was called to order by Mayor Hodges and opened with the Pledge of Allegiance to the Flag.

ROLL CALL

The following were present: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

Also present: Nick Sizeland, City Manager; Jane M. Blahut, Finance Director/Clerk; Dan Kelly, City Attorney; Bryan Jarrell, Director of Public Safety; Patrick Droze, OHM Advisors, City Engineer; Warren Rothe, Assistant City Manager; and Courtney Delmege, Deputy Clerk.

APPROVAL OF CONSENT AGENDA

Motion by Councilmember Wiener, seconded by Councilmember Brenner, to approve the consent agenda consisting of the October 13, 2022 minutes; October 17, 2022 minutes; Committee and Commissions report; finance report; opt-out provision authorization resolution; and fiscal year 2023 budget amendment.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

PUBLIC COMMENT (AGENDA ITEMS)

No public comments were made.

MANAGERS' REPORT/PUBLIC SAFETY

City Manager Sizeland presented a brief overview of the status of issues since the last meeting: Leaf pickup update; online theatre ticket sales; TIFA grants update; Request for Proposals for zoning at Planning Commission meeting to be held on December 7; GPPSS Trombly School update; DPW update; Clean Water State Revolving Fund; alley repaving.

Public Safety Director Jarrell presented a brief overview of the following: Sergeant Kevin Remus and Officer Brady Baetans were honored by the Harper Woods City Council on November 21 for their work as Special Response Team (SRT) Officers and their bravery for a domestic violence call on September 2 resulting in shots fired; reminders to community to lock homes, garages and vehicles and to not leave keys inside of vehicles.

UNFINISHED BUSINESS:
OHM SEWER UPDATE

City Engineer Patrick Droze presented a storm progress report including: sewer televising and manhole condition assessment; coordination with EGLE; St. Clare Montefalco Church; sewer relief system at Patterson Park (aka EERV); downspout disconnections; model development –

hydrology & hydraulics; capital improvement program; Jefferson Ave sewer; funding; and future project development.

NEW BUSINESS:
RESOLUTION BODMAN LAW FIRM

CITY OF GROSSE POINTE PARK
WAYNE COUNTY, MICHIGAN
RESOLUTION TO HONOR BODMAN LAW FIRM FOR ITS DEDICATED PUBLIC SERVICES
TO THE CITY OF GROSSE POINTE PARK AS CITY ATTORNEY

WHEREAS, the Bodman Law Firm practices in Banking & Financial Services, Corporate/Mergers & Acquisitions, Municipal, Aviation Law & Finance, Construction, Health Care, Environmental, Enterprise Procurement, Real Estate, Intellectual Property, Data Privacy & Security, Tax, Trusts & Estates, Labor & Employment, Bankruptcy, and Insurance, and;

WHEREAS, the Bodman Law Firm has provided services to Michigan communities for more than 70 years including Grosse Pointe Park as general counsel, prosecution, bond counsel or special counsel in workplace, environmental, litigation and other issues, and;

WHEREAS, the Bodman Law Firm has assisted the City Council, Commissions, Downtown Development Authority and Tax Increment Finance Authority in conducting their meetings in an orderly fashion serving as the Parliamentarian, crafter of motions, and advisor on the Open Public Meetings Act and other applicable laws, and;

WHEREAS, the Bodman Law Firm has provided City Administration with advice on procedural matters, legal requirements, and new state and federal legislation, and;

WHEREAS, Herold "Mac" Deason served as City Attorney and formerly lived in Grosse Pointe Park, and;

WHEREAS, two of its most recent City Attorneys Dennis Levasseur and Jake Howlett currently call Grosse Pointe Park home, raised their families in and provided fair, accurate and unbiased legal advice to the community, and;

WHEREAS, the Bodman Law Firm was recently awarded in the U.S. News & World Report in association with The Best Lawyers in America, has named the firm to its 2023 "Best Law Firms" list both nationally and in multiple Michigan markets, and;

WHEREAS, Today, with Carrie Leahy as chair, Bodman continues to uphold a strong standard of legal knowledge, professionalism, and client service and;

NOW, THEREFORE, BE IT RESOLVED, that I Mayor Hodges and the Grosse Pointe Park City Council hereby honor the dedicated public service of the Bodman Law Firm on the 28th day of November, 2022.

Motion by Councilmember Caulfield, seconded by Councilmember Wiener, to approve the resolution to honor the Bodman Law Firm for its dedicated public services to the City of Grosse Pointe Park as City Attorney.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, and McMillan, and Mayor Hodges.

NAYS: Councilmember Relan.

CONSIDERATION FOR SALE OF REAL PROPERTY

CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN
RESOLUTION FOR SALE OF PROPERTY

WHEREAS, on or about December 21, 2017, the City of Grosse Pointe Park ("City") purchased the following properties (collectively referred to as the "Pitter's Property" or the "Property"), located within the City of Detroit, which include:

1. 2500 Alter Road, Parcel ID No. 21062762;
2. 2226 Alter Road, Parcel ID No. 21062757-61;
3. 2194 Alter Road, Parcel ID No. 21062756;
4. 2186 Alter Road, Parcel ID No. 21062755;
5. 2180 Alter Road, Parcel ID No. 21062754;
6. 2174 Alter Road, Parcel ID No. 21062753; and
7. 2170 Alter Road, Parcel ID No. 21062752;

WHEREAS, the City originally purchased the Alter Road Properties in 2017;

WHEREAS, after a preliminary analysis, the City Manager makes the recommendation to City Council to sell the Property in that the sale of the Property would be in the best interest of the City;

WHEREAS, the City Manager recommends forgoing the sealed competitive bidding process as set forth in the Code under Sec. 2-249 for sale of Property over Five Thousand (\$5,000) Dollars for the following reasons: (1) the competitive bidding process would not be practical and/or (2) the competitive bidding process would provide no advantage in obtaining a sale that is most advantageous for the City when compared to utilizing the services of a realtor;

WHEREAS, the City Manager has submitted a request to the Council to forego the formal sealed competitive bidding process and authorize the City Manager as the Purchasing Agent of the City to obtain the services of a realtor.

NOW, THEREFORE, BE IT RESOLVED, the Council does hereby authorize the sale of the Properties identified herein located on Alter Road in the City of Detroit;

BE IT FURTHER RESOLVED, as provided in Sec. 2-249 of the City Code, at the written recommendation of the City Manager, the Council hereby waives the competitive bidding procedure in Sec. 2-248 of the City Code, as it is not practical and/or would not provide an advantage to the City;

BE IT FURTHER RESOLVED, in lieu of competitive bidding, the Council hereby grants the City Manager authority to hire and utilize the services of a qualified and licensed realtor who has familiarity with the type of property being sold and/or the location so the City receives offers that

would be the most advantageous to the City with the understanding that any Listing Agreement between the City and the realtor would require approval by the Council;

BE IT FURTHER RESOLVED, that the Council will have final authority on whether or not to accept any offers received by the City Manager with the assistance of a realtor.

Motion by Councilmember Caulfield, seconded by Councilmember Wiener, to approve the resolution for the sale of property including 2500 Alter, 2226 Alter, 2194 Alter, 2186 Alter, 2180 Alter, 2174 Alter and 2170 Alter.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

WINDMILL POINTE PARK MARINA REDEVELOPMENT PROPOSAL

City Manager Sizeland presented a redevelopment proposal for the Windmill Pointe Park Marina. The Windmill Pointe Park Marina infrastructure is reaching the end of its useful life as the most significant rehabilitation and construction occurred in the 1950's. The City is interested in planning for the reconstruction of the facility to meet modern standards and current/future demand. In 2021, the City hired Hubbel Roth & Clark to conduct a marina condition assessment and the report identified a number of concerns. That report estimated the cost to completely redo the marina at around \$10-13 million dollars. In discussions with potential vendors, the following issues need to be addressed, at a minimum, for the future of the Marina: electric system; sanitary pump out system; potable water distribution; lighting entry/exit; seawall damage; dock condition & slip mix; basin agitation; safety and accessibility.

With the condition assessment in hand, the City asked qualified architects/engineers to submit proposals for design renderings of what the future Windmill Pointe Park Marina could be. This work includes providing the City with multiple options to understand the cost of rehabilitation or a complete makeover of the marina. The City Administration is recommending Abonmarche for consideration over Fleis & Vandenbrink due to cost and local experience. Abonmarche has worked with the cities of St. Clair, Grosse Ile, Grosse Pointe Shores and Muskegon to name a few. Abonmarche has three tasks in hand to complete, including an initial site evaluation and update to the condition assessment done by HRC, a community survey and multiple concept developments.

Motion by Councilmember McMillan, seconded by Councilmember Relan, to approve the Abonmarche proposal for a total cost of \$23,200 out of the Marina Fund.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

COST RECOVERY CONTRACT AWARD

The cost recovery ordinance allows for the City to contract with a third-party contractor to manage and collect cost recovery charges that are assessed by the City. The ordinance requires that a contractor must be approved by the City Council. The Public Safety Department

desires to enter into an agreement with R. Moore Solutions (RMS) to facilitate the Department's cost recovery efforts. RMS will handle all aspects of cost recovery, alleviating a staff person from this task.

Public Safety Director Jarrell explored two companies that dealt in cost recovery, RMS and Cost Recovery Corporation (CRC). While there is no cost to the City, RMS's fee is 20% of the funds recovered and CRC retains 25%. In addition, RMS is recommended by the Michigan Association of Chiefs of Police. The 20% charge by RMS will be built into the fee schedule to be developed by the Public Safety Department. This will ensure that the City receives 100% of our true costs and RMS is compensated for its services. It is important to remember that the City will primarily be seeking reimbursement from insurance companies, which is what RMS specializes in billing.

Motion by Councilmember Wiener, seconded by Councilmember Relan, to approve the agreement with R. Moore Solutions as presented.

AYES: Councilmembers Brenner, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: Councilmember Gallagher.

PHONE SYSTEM AWARD

Our current phone system is a five-year-old NEC analog system using a copper-wire based PRI circuit for connectivity. The City has a fiber data connection between our building and Grosse Pointe City for dispatch purposes to allow us to move calls back and forth between the two cities seamlessly. We currently have no back-up connectivity in place in case the primary path PRI Circuit fails. The lease with Graybar on our current equipment expires 12/15/2022. We have provided notice of our intent to terminate the current lease and lease new equipment.

Centaris is maintaining our current phone system and has been our support provider for over 10 years. They have quoted an NEC IP-based phone system. This would eliminate our PRI as the primary phone circuit and move to an internet-based IP source for calls. Since this is an NEC system, it would have complete compatibility with the phone system in Grosse Pointe City for Public Safety use. The system would include a second data path for failover backup whereas during the storm event in June 2021 we had no backup and phones were down for a week.

The City also received a quote from MISwitch, a local IP phone service provider. MISwitch would eliminate our PRI as the primary phone circuit and move to an internet-based IP source for calls. However, their costs are significantly higher than those of Centaris.

Motion by Councilmember Brenner, seconded by Councilmember Wiener, to approve system agreement from Centaris for \$56,202.00 for a term of five years.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

PLANNING COMMISSION APPOINTMENT

Motion by Councilmember Relan, seconded by Councilmember Caulfield, to appoint Devan

Stachecki to the Planning Commission to fill a partial term left by Michelle Lindsay ending September 30, 2024.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

COUNCIL COMMENT

Councilmember Relan commented on the following: Beautification Invitational on December 8; creation of a basketball league, next session in January; potential basketball tournament and future contests.

Councilmember McMillan commented on the following: commended the Parks and Recreation Department for hard work on launching online theatre ticket sales.

Mayor Hodges commented on the following: the success of the Grosse Pointe Santa Claus Parade by the Grosse Pointe Chamber of Commerce; the Grosse Pointe Theatre production of A Christmas Carol from December 1 through December 4; and Giving Tuesday on November 29.

PUBLIC COMMENT (NON-AGENDA ITEMS)

No public comments were made.

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Brenner, to adjourn the meeting.

AYES: Councilmembers Brenner, Gallagher, Caulfield, Wiener, Relan and McMillan, and Mayor Hodges.

NAYS: None

With no further business, the meeting adjourned at 8:54 pm.



COMMITTEE & COMMISSION REPORTS

DATE: December 12, 2022

Infrastructure Committee Meeting – General Update

- See Attached.

Grosse Pointe Park Infrastructure General Updates and Status Report December 2022:

Here are some bullet points of current projects, work and planning is not limited to this.

Jefferson Separation

The Jefferson separation proposal that has been discussed in previous meetings is being presented to council for approval. The infrastructure committee views this as the single best and largest capital project to eliminate water infiltration into the system and we look forward to commencing this project now that the financing vehicle (in the form of the millage) is in place.

Sewer Scoping/Clean Out Report

We are receiving contractor feedback in order to plan out and commence the ongoing scoping/system mapping and targeted ongoing cleaning of our sewer system. This allows us to further build out our models to improve our capital planning all while continuously optimizing the system that we already have ensuring smooth and rapid movement of water throughout our system.

Capital Planning

We continue to accumulate data from district one, in order to map out future water main/lead line work. In conjunction with Baker Tilley's research we are working on the multi-year plan.

DPW Building

The final concrete pours are underway in the yard behind DPW as well as the approaches to the building and the temporary Certificate of Occupancy has been received. DPW will be operating out of their new home soon and the communications committee is working with the City to host a grand opening some time in January 2023.

Mack Water Main Work

Borings have been completed, construction is mapped out and final material allocations are being completed so the construction phase will soon be commencing.

Downspouts and Gutter Cleaning

DPW continues to work with residents to disconnect downspouts, any disconnections help further our goal of drying out the system.

This time of year, it is important to get your gutters cleared, to ensure home systems are working.

It is also important to note that leaves aren't just a problem for gutters, for homes that still have or have had French drains, leaves can infiltrate and cause issues in your storm drainage systems. In fact, years of leaves and debris can cause obstructions and bottle necks. It is common that older homes have basement drains that are tied to the outside drainage system, water will move where there is the least resistance and if there is a blockage with rains or snow melts water can end up backing up into floor drains. Furthermore, decaying leaf material mixing with runoff will look black, gritty and will have an odor similar to a sewage backup.

Leaf Pickup

Leaf pickup for the season continues until Dec 16, please see the link for further information:

https://cms8.revize.com/revize/grossepointepark/GPP_LeafPickUPMap_2022v2.pdf

November 2022

Invoices over \$5,000 for Acceptance

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Current Payment</u>	<u>Fiscal year to Date or Project to Date</u>
11/03/22	Bodman	Pros. Atty. & Retainer fee	10,000	40,000
11/03/22	Green for Life	Recycle for November	26,325	131,625
11/03/22	Green for Life	Rubbish for November	40,001	197,608
11/03/22	OHM, Advisors	CCTV/Sanitary Sewer/Engineering services	52,200	74,558
11/03/22	State of Michigan	Community Public Water Supply Fee	6,657	6,657
11/03/22	Todd Wenzel Buick GMC	2023 GMC Sierra Truck- DPW	34,992	34,992
11/09/22	Great Lakes Water	Water charges- September	133,800	428,149
11/09/22	Great Lakes Water	Waste water- October	158,700	634,800
11/09/22	Arbor Pro	Tree maintenance	14,895	69,492
11/17/22	Metro Detroit Tree & Firewood	Tree maintenance	7,300	22,300
11/22/22	MML Workers Comp Fund	Policy Premium	8,394	16,788



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Zoning Ordinance Map Amendment: 1211 Wayburn, 1215/1217 Wayburn

SUMMARY: Michael Stines, acting on behalf of the property owners of 1211 Wayburn, and 1215/1217 Wayburn has submitted an application to conditionally rezone the properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking). The proposed map amendment is being requested to permit the development of a parking lot that is intended to serve businesses and residents in the proximity of Alter Road and Wayburn. This includes a proposed mixed-use building in the City of Detroit that will feature a daycare center and apartments. Conditions voluntarily proposed by the applicant include:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

This request constitutes a request to change or amend the City's zoning map. This is accomplished through an amendment to the Zoning Ordinance which involves a two-step process. First, the Planning Commission holds a public hearing and votes to recommend that an application be approved or denied by the City Council. The Planning Commission considered the application and held the required public hearing at its December 7th regular meeting, where they unanimously voted to recommend approval of this rezoning request. The second step in amending the zoning ordinance is approval by the legislative body, in this case the City Council.

The following materials are attached as part of the rezoning request for your review and consideration.

1. Staff report by the City Planner
2. Rezoning Application
3. Conceptual Site Plan
4. Copy of Public Notice
5. Affidavit of publication for the Public Notice
6. List of property owners within 300 feet of the subject properties who were mailed the public notice.

7. Written comments which were submitted to the Planning Commission. (Included once in the packet but also apply to the second rezoning request the Council will be considering)

FINANCIAL IMPACT: N/A

RECOMMENDATION: Consider granting the applicant's request to rezone the affected properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking)

PREPARED BY: Warren Rothe, Assistant City Manager



John Jackson, AICP

STAFF REPORT CONTACT INFORMATION

Michael Stines

CASE/NUMBER

APPLICANT/PROPERTY OWNER

December 7, 2022

1211, 1215 Wayburn

PUBLIC HEARING DATE

PROPERTY ADDRESS/LOCATION

BRIEF SUMMARY OF REQUEST

This applicant is requesting to **conditionally** rezone two parcels from R-D to P1 to allow them to construct a parking lot. The parking lot will be part of the shared parking system that currently serves the Park's Kercheval business district. The applicant has voluntarily proposed to develop the parking lot as depicted in the conceptual site plan including central pay station, electrical vehicle charging stations, permeable pavers, centralized trash collection with enclosures, extensive landscape screening, and screen walls located adjacent to the residential lots and along the street frontages. This request is conditioned on the City of Detroit approving the development of the parking lots immediately to the west on Alter Road, as part of a larger redevelopment concept for the area.



MAP SOURCE: Google Maps

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING/LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-D, Residential	Vacant; formerly Single Family/Two-Family, Four-Family Residential	B-1/Commercial R-D/Residential	Vacant lots	Appx. 23,300 square feet total – about 4,000sf in GPP

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

REVISE AND RESUBMIT

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN	PROPERTY HISTORY
The recently adopted master plan identified this area as Mixed Residential Neighborhood. The Master Plan also promotes three-story mixed-use development on Kercheval, the implementation of green infrastructure and EV charging stations. The proposed rezoning is consistent with many of the MP objectives.	Each of these parcels has been used as residential dwellings for several decades.
COMPATIBILITY with the ZONING ORDINANCE	
Sec. 27-71. The P-1 Vehicular Parking Districts are intended to permit the establishment of areas to be used solely for off-street parking of private passenger vehicles as a use incidental to a principal use. These districts will generally be provided by petition or request to serve a use district which has developed without adequate off-street parking facilities.	

ATTACHMENTS (CIRCLE)

LEGAL DESCRIPTION		
SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

PUBLIC COMMENTS

O 248.596.0920
F 248.596.0930
MCKA.COM

AGENCY COMMENTS

RESPONSE TO STANDARDS

Communities for real life.

We have reviewed the above request with the City's Zoning Ordinance, Master Plan, other applicable plans, conditions on the site, and sound planning and design principles in an effort to provide constructive and helpful feedback for the development of this site. We offer the following comments for your consideration.

1. Background

The applicant has submitted a request for **conditional** rezoning. This approach allows the applicant to voluntarily offer conditions that would make the requested rezoning more favorable to the City. The City may not impose additional conditions on the applicant's request. The conditions will be recorded in a conditional rezoning contract. In the event the conditions are not met within a specific time period, the zoning may revert back to the original zoning.

The subject property located partially in Grosse Pointe Park and mostly in the city of Detroit has been assembled to accommodate the development of a 37-space metered parking lot to serve the Kercheval Avenue Business District. The City's recently adopted Master Plan indicates that providing adequate parking in this Business District is important to the long-term viability of this area. The Master Plan identifies a number of other policies intended to reduce reliance on surface parking lots including alternative forms of mobility and connections.

Although the Master Plan and the recently completed Parking Study promote alternatives to surface parking lots and managing the existing supply of parking, the Parking Study states that when the existing supply of parking is utilized over 75-90% from new uses and redevelopment, "more public parking should be added".

The block served by the proposed parking lot currently contains a proposed three-story mixed-use building with a day care center on the first floor, six residential units on the second floor, and six more residential units on the third floor. The City's zoning ordinance requires 44 spaces for the proposed day care center and 18 spaces for the residential units.

That does not include the proposed infill building. With the proposed parking lot, there would be a deficit according to the City's current parking requirements. Using a reduced, and more appropriate standard for a tight-knit walkable environment, there would still be a parking deficit, especially if the block was fully developed with two floors of residential uses as envisioned in the Master Plan.

NEW PUBLIC PARKING OPPORTUNITIES

There may be a future need to add more parking spaces, especially within the Kercheval Business District. We recommend that the City continues to monitor the overall performance of the parking system and operations by conducting annual field surveys and tracking the data against threshold indicators to ensure that parking utilization is within the 75-90% occupancy range.

New businesses, especially ones with an anticipated higher parking demand in the evening hours (e.g.: restaurants and bars), will decrease the amount of available parking spaces in the districts. The Kercheval Business District is anticipating a few new redevelopments in the western portion of the district in 2022/2023, including a new restaurant at the corner of Maryland and Kercheval. While some of the increased parking demand could be handled by off-street private lots on site, there will be additional demand for on-street parking which could raise the occupancy levels to 90% or greater for certain blocks, especially during evening hours.

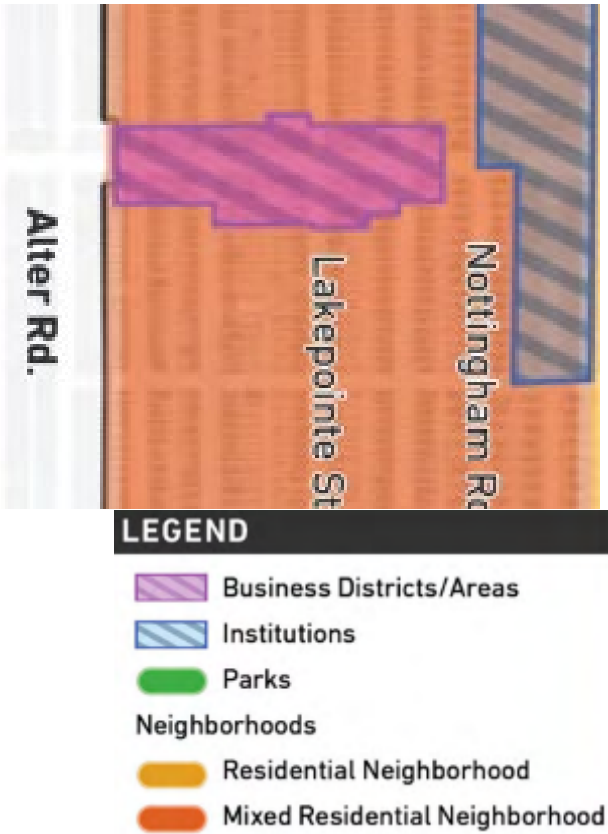
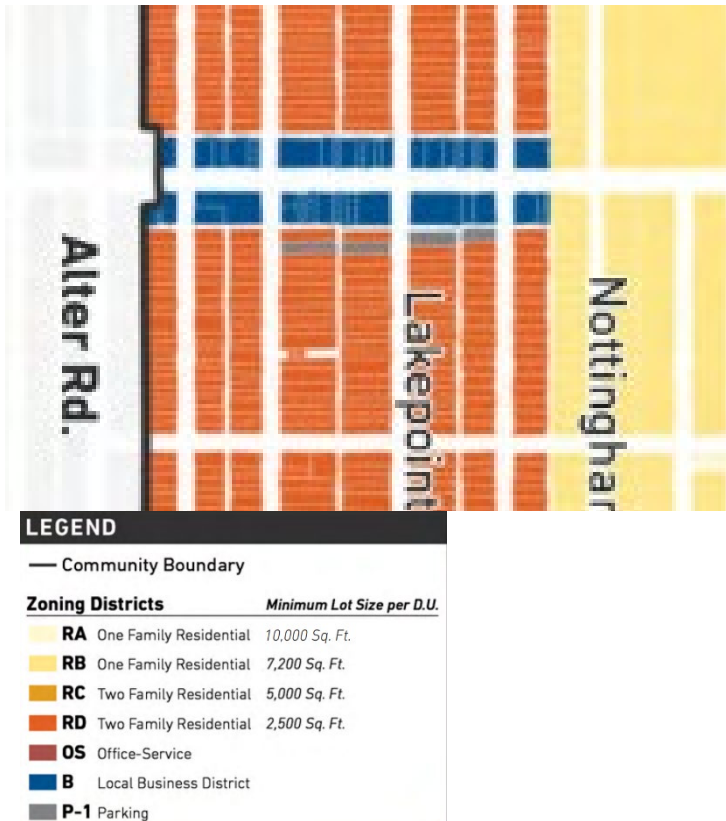
Enhancing wayfinding, adding meters or pay stations, and adjusting time limits and rates will be critical to help with turnover of parking. After these initial recommendations are implemented, and parking occupancy levels are starting to rise in multiple blocks and parking lots, then more public parking should be added to the Kercheval Business District.

GPP – Parking Study 2021

The response to the City’s survey during the master plan process indicated that over 85% of the people that come to the business districts drive themselves. Because there are minimal options, over 70% park on the street.

2. Zoning and Use

LOCATION	EXISTING LAND USE	CURRENT ZONING	FUTURE LAND USE
Subject Site	Residential	RD, Two Family	Mixed Residential
North	Residential	RD, Two Family	Mixed Residential
South	Commercial	B, Local Business; B4, General Business (in Detroit)	Business District; Neighborhood Commercial (in Detroit)
East	Residential	RD, Two Family	Mixed Residential
West	Residential	R2, Two Family (in Detroit)	Low-Density Residential (in Detroit)



3. Proposed Conditions

The applicant has offered the following conditions as part of their request:

- A. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council.
- B. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

These conditions are appropriate given the multi-jurisdictional location. In addition, they provide sufficient flexibility in case the configuration of the parking lots and circulation are modified to improve circulation or avoid utilities, etc.

4. Rezoning Standards

The following standards were developed to assist the City in evaluating any rezoning request and represent best planning and zoning practices and are consistent with the intent of the Michigan Planning Enabling Act:

- A. **Consistency with the Master Plan's goals, policies, and Future Land Use Map, including planned timing or sequence of development.** The site is planned and zoned for Mixed Residential/Two-family uses and has historically been used this way. However, the City's Master Plan and the recent parking study anticipate the eventual need for additional public parking to serve the Kercheval Avenue Business District. In addition, the City's current parking standards would require significantly more parking to accommodate the level of development envisioned in the master plan.

While the rezoning may not match the Future Land Use Map, the proposed rezoning is consistent with the long term, goals and objectives of the City, and recent initiatives to invest in convenient public parking adjacent to the Kercheval Avenue Business District. We find these standards are met.

- B. **Compatibility of all the potential uses allowed in the proposed zoning district(s) with the site's physical features.** The proposed parking lot will have open areas along the Wayburn street frontages, along the adjacent property line, and utilizes permeable pavers to reduce the stormwater impacts of the proposed parking area. We find these standards are met.

- C. **Compatibility of all the potential uses allowed in the proposed district(s) with surrounding uses and zoning in terms of suitability, intensity, traffic impacts, aesthetics, infrastructure and potential influence on property values.** In several areas of the Kercheval Business District, there are single family homes that abut the alleys behind active businesses. Providing surface parking as a buffer or transition between the service areas of the businesses and the adjacent residential neighborhood is a sound planning practice that will enhance the compatibility between the two uses. We find these standards are met.

- D. **Capacity of available utilities and public services to accommodate the uses permitted in the district(s) without compromising the health, safety, and welfare of the City.** The City has the resources to manage the proposed parking lot and the proposed design that includes permeable pavers and other innovative stormwater protection measures will reduce the impact on City infrastructure. In addition, the revenue from the proposed pay stations will help offset the City's maintenance of the parking lots. We find these standards are met.

- E. Capability of the road system to safely and efficiently accommodate the expected traffic generated by uses permitted in the zoning district(s).** The proposed parking lot will reduce the impact of traffic circulating looking for available parking and reduce pressure for on-street parking in residential neighborhoods. We find these standards are met.
- F. The apparent demand for the types of uses permitted in the district(s) in relation to the amount of land currently zoned and available in the City to accommodate the demand.** The intent of the City is to provide a variety of alternative to surface parking, however, with the continued success of the Kercheval Avenue Business in the form of redevelopment and thriving businesses, the Parking Study states that there will be increased demand for parking.

The current mix of uses along Kercheval is only slightly deficient with respect to the City's current parking standards and assuming all public and private lots are available for all users.

In the event the available space for commercial uses (ground floor) is fully utilized and no more residential units are added, there will be a deficit of over 380 spaces according to the City's zoning ordinance.

We recognize that the City's parking standards need to be reviewed and updated, but with 85% of customers driving individually to the City's business districts, parking will continue to be in demand.

Public, shared, and managed parking lots are much more efficient and effective in providing the necessary parking and reducing the need for private parking lots. We find these standards are met.

- G. The boundaries of the proposed district(s) in relationship to the surrounding area and the scale of future development on the site.** The boundary of the new district is compatible with the surrounding area and scale of future developments. The site is just large enough to accommodate a double loaded row of parking, a service alley, sufficient screening and fits in with the urban character of the neighborhood.

As the plans continue to evolve, there may be a chance to revise the plans to consolidate the service alley with the circulation aisle for the parking. This could provide additional space for buffering to the adjacent residential uses and reduce curb cuts on Wayburn. We find these standards are met.

- H. The requested rezoning will not create an isolated or incompatible zone in the area.** The requested site is located between the B, Local Business District, and R-D, Mixed Residential District and provides a logical transition between the two districts. We find these standards are met.
- I. Other factors deemed appropriate by the Planning Commission and City Council.** We find that the request for rezoning to P-1 to allow the proposed parking lot is consistent with the initiatives of the City to have convenient surface parking for the Kercheval Avenue Business District in a way that protects the character of the Business District (no surface parking lots along Kercheval) and provides a transition to the adjacent residential neighborhoods. The City may want to consider developing a parking plan to identify locations for future parking lots to serve this and other business districts in the City.

SUMMARY AND RECOMMENDATION

Based on the findings above, we recommend the Planning Commission recommend approval of the proposed rezoning to the City Council.

We look forward to reviewing these findings and recommendations with you. In the meantime, if you have any questions, please feel free to contact us.

Respectfully submitted,

McKENNA

A handwritten signature in blue ink, appearing to read 'John Jackson', with a long horizontal flourish extending to the right.

John Jackson, AICP
President

Michael Boettcher, AICP, Senior Planner

Cc: Nick Sizeland, City Manager
Warren Rothe, Assistant City Manager
Terry Brennan, Building Official



City of Grosse Pointe Park

FEE: \$500.00 + Escrow Deposit

REZONING APPLICATION

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS.

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to find the following information:

- Planning Commission page for meeting schedule
- Zoning Ordinance Section 27-171; Changes and Amendments

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: SEE ATTACHED
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

APPLICANT/OWNERS REPRESENTATIVE

Name: MICHAEL STINES
Address: 121 KERCHEVAL AVENUE
City, State, Zip: GROSSE POINTE FARMS, MI 48236
Phone #: [REDACTED]
Email: [REDACTED]

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Grosse Pointe Park staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PHASING OF APPLICATION

Public hearings before the Planning Commission are held for initial review of a rezoning application. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date. The Planning Commission will make a recommendation to City Council who will take the final action on the application.



City of Grosse Pointe Park

PROPERTY INFORMATION

Property Address: 1211 WAYBURN; 1215-1217 Property ID Number: SEE ATTACHED
Size of property (frontage / depth / sq. ft. or acres): SEE ATTACHED
Surrounding Zoning Districts: North R-D South B-1 East R-D West R-2 (DETROIT)
Legal Description: SEE ATTACHED

PROPOSAL

Current Zoning District: R-D Proposed Zoning District: P-1

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed conditions

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the recommended sections of the Zoning Ordinance and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff, and the Planning Commission and City Council members to inspect the site.

Property Owner Signature: [Signature] Date: 11/14/22

OFFICE USE ONLY:

Parcel ID #: _____ File #: _____ Date: _____
Hearing Date: _____ Application Deadline(including all support material): _____
Receipt #: _____ Check #: _____ Received by & date: _____

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200

Property #1: 1211 Wayburn

- Owner: 1211 Wayburn, LLC
- Parcel #: 39-007-16-0061-000
- Size: 0.095 acre
- Legal Description: LOT 61, SCHIAPPACASSES SUB OF LOT 5 ETC OF ALTERS PLAT PC 570 L37 P61, WAYNE COUNTY RECORDS

Property #2: 1215-1217 Wayburn

- Owner: 1215-17 Wayburn, LLC
- Parcel #: 39-007-16-0060-000
- Size: 0.070 acre
- Legal Description: LOT 60, SCHIAPPACASSES SUB OF LOT 5 ETC OF ALTERS PLAT PC 570 L37 P61, WAYNE COUNTY RECORDS

November 14, 2022

Mr. Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230

Via email only: rothew@grossepointepark.org

Re: Rezoning Applications

Dear Warren:

Enclosed please find two Rezoning Applications relating to certain properties located on Wayburn Street in Grosse Pointe Park (the "Park"). I appreciate your assistance in having these placed on the agenda for consideration at the next Planning Commission meeting.

As this is part of a larger, cross-border project involving the City of Detroit ("Detroit"), I am offering the following conditions with our applications:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

If both of the above-described conditions are not met within the proposed timeframes, the rezonings (if recommended Planning Commission and approved City Council at the next regularly scheduled meetings) would revert back to R-D from P-1.

Again, thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,



Michael L. Stines



Lot 1 Alter / Wayburn Plan

November 11, 2022

City of **Grosse Pointe Park**, Michigan

NOTICE OF PUBLIC HEARING ON CONDITIONAL ZONING ORDINANCE AMENDMENT

PLEASE TAKE NOTICE The Planning Commission of the City of Grosse Pointe Park will hold a Public Hearing on Wednesday, December 7, 2022, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

Public Hearing PC-2022-02, request to conditionally rezone 1211 Wayburn (Parcel #39-007-06-0061-000), and 1215/1217 Wayburn (Parcel #39-007-16-0060-000) from R-D (Two-Family Residential) to P1 (Vehicular Parking). Proposed conditions set forth in the application include securing all required approvals and permits from the City of Detroit by December 31, 2023, or as otherwise extended by the Grosse Pointe Park City Council; and to commence construction of the proposed cross-border parking lot by December 31, 2024, or as otherwise extended by the Grosse Pointe Park City Council. Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Planning Commission at the public hearing. Comments can be submitted via email at planning@grossepointepark.org. The recommendation of the Planning Commission will be forwarded to the City Council after the Public Hearing.

Warren J. Rothe,
Assistant City Manager
Page 25 of 155

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date:

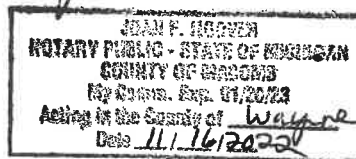
November 17, 2022

#1 GPP 11/17 PHN LOT 1 REZONING

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joan F. Hoover



Notary Public

Street Address	City	State	Zip Code	Parcel ID
15115 E. JEFFERSON	GROSSE POINTE PARK	MI	48230	39008040012002
14932 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040009000
14938 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040010000
15020 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040012001
15029 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160011000
15029 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160012000
15011 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160016000
15005 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160018000
14945 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160021000
1249 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160050000
1247 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160051000
1243 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160052000
1241 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160053000
1237 -39 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160054000
1235 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160055000
1231 -33 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160056000
1227 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160057000
1225 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160058000
1221 -1223 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160059000
1215 -17 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160060000
1211 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160061000
1216 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160064000
1222 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160065000
1224 -1226 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160066000
1228 WAYBURN	GROSSE POINTE	MI	48230	39007160067000
1232 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160068000
1234 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160069000
1236 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160070000
1238 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160071000
1242 -1244 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160072000
1241 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160083000
1239 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160084000
1235 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160085000
1231 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160086000
1227 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160087000
1225 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160088000
1221 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160089000
1217 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160090000
1213 MARYLAND	GROSSE POINTE PARK	MI	48230	39007160091000
1212 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160062001
1214 WAYBURN	GROSSE POINTE PARK	MI	48230	39007160062002
2155 ALTER	DETROIT	MI	48215	21063182
2151 ALTER	DETROIT	MI	48215	21063183
2145 ALTER	DETROIT	MI	48215	21063184
2137 ALTER	DETROIT	MI	48215	21063185
14911 KERCHEVAL	DETROIT	MI	48215	21000849.002L
14925 KERCHEVAL	DETROIT	MI	48215	21000850
2115 ALTER	DETROIT	MI	48215	21000844-8
2166 ALTER	DETROIT	MI	48215	21062751
2156 ALTER	DETROIT	MI	48215	21062750
2150 ALTER	DETROIT	MI	48215	21062749
14901 KERCHEVAL	DETROIT	MI	48215	21000849
2170 ALTER	DETROIT	MI	48215	21062752
14930 KERCHEVAL	DETROIT	MI	48215	21000615-6
2163 ALTER	DETROIT	MI	48215	21063181
2146 ALTER	DETROIT	MI	48215	21062748
2140 ALTER	DETROIT	MI	48215	21062747
2132 ALTER	DETROIT	MI	48215	21062746
2124 ALTER	DETROIT	MI	48215	21062745
2174 ALTER	DETROIT	MI	48215	21062753
2167 ALTER	DETROIT	MI	48215	21063180
3762 ASHLAND	DETROIT	MI	48215	21062127-8
2127 ALTER	DETROIT	MI	48215	21063187
2186 ALTER	DETROIT	MI	48215	21062755
2180 ALTER	DETROIT	MI	48215	21062754
2133 ALTER	DETROIT	MI	48215	21063186
2194 ALTER	DETROIT	MI	48215	21062756
14929 KERCHEVAL	DETROIT	MI	48215	21000851
14900 KERCHEVAL	DETROIT	MI	48215	21000619
14933 KERCHEVAL	DETROIT	MI	48215	21000852
14912 KERCHEVAL	DETROIT	MI	48215	21000618
14922 KERCHEVAL	DETROIT	MI	48215	21000617

Written Comments for Rezoning Applications 2022-02 and 2022-03

Submitted by Brian Vosburg

Dear Planning Commissioners,

Once again you are being asked to rezone properties from Residential to Parking. And once again I will reiterate my main objections to this rezoning request. I'm sure many other neighbors will express additional and extremely valid objections to this rezoning as well.

-You just completed a master planning process and approved a new Master Plan earlier this year. No where in this still new Master Plan does it state that expanding off-street parking should be a priority for our community. An extraordinarily large percentage of our community spent a year giving you their thoughts, ideas, and opinions about what our City should look like and how it should function. And you as our Planning Commission listened to us and also gave your input to create and approve our Master Plan. You approved a Master Plan that you stated is our community's vision for the future of our City. Please follow what you and your neighbors spent a year working on and deny this request for a rezoning to parking.

-If the legally required master plan representing one of the most democratic processes our community has undertaken to express the will of its citizens is somehow not enough for you to deny this rezoning, our City also undertook a City-wide parking study shortly after the Master Plan. This parking study recommended our City undertake 6 initiatives before it considers expanding any off-street parking. Our City has not even attempted to start any of these 6 initiatives. The facts of this parking study, which included factoring in post-COVID vehicle traffic, show that we need better managed parking, not more parking spaces.

Vote based on the clear opinions of the citizens of this community that you are serving. Vote based on the clear facts. Vote NO on this rezoning request.

Sincerely,

Brian Vosburg
1100 Block of Maryland

Submitted by Randy Cousineau

To: Planning Commission

I would like to voice my opinion in strong support of the Conditional Rezoning petitions. This area has been in need of additional parking for the last 30 years. The addition of the off-street parking will benefit businesses and residents alike. This increase in parking is a necessary step for the continued building of the vitality, and property values, of our neighborhood.

Letter from GPP Business Association (see attached)



To Whom it May Concern,

My name is Joe Hebekka and I'm the founder and President of the Grosse Pointe Park Business Association. I also own Belding Cleaners on Kercheval Avenue, one of the oldest continually operating businesses in all five Grosse Pointes' at 104 years old.

For many years, parking, or the lack of parking, has been a popular topic amongst business owners in Grosse Pointe Park. As the commercial district has grown with many new businesses over the past ten to fifteen years, so has the demand for parking, which obviously go hand-in-hand. Customers and patrons are increasingly frustrated with parking issues. Ample parking is almost always necessary for a commercial district to thrive and grow.

Lack of parking also poses as a problem with staff as well. Often, employees and staff must park on residential side streets and walk in unfavorable climates like snow and or rain which can be a deterrent in hiring, at a time in which there is already a labor shortage. As new businesses continue to open or expand, side street parking will only become more congested. Some of the business owners on Kercheval must park in front of their own business and feed the parking meter all day long because they simply have nowhere else to park, which is very impractical and takes more parking away from customers and patrons.

Other business owners and I are in full support for some much-needed additional parking for our business district and we believe it will be done tastefully and in a manner that complements our beautiful commercial district. Customer accessibility is a key component to the livelihood of any business. With the highly welcomed new business over the past few years and to continue this amazing momentum, the time has never been better for more parking.

Thank You,

Joe Hebekka
Belding Cleaners
President, GPP Business Association

Trenton Chamberlain
Bricks Pizzeria
Vice President, GPP Business Association

Board of Directors

Zack Assaf, Village Wine Shop

Randy Cousineau, Pointe Hardware

Sonny Mio, Park Place Market

Vina Taylor, The Zealous Root



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Zoning Ordinance Map Amendment: 1155 Wayburn, 1159/1161 Wayburn, 1167 Wayburn

SUMMARY: Michael Stines, acting on behalf of the property owners of 1155 Wayburn, 1159/1161 Wayburn, and 1167 Wayburn has submitted an application to conditionally rezone the properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking). The proposed map amendment is being requested to permit the development of a parking lot that is intended to serve businesses and residents in the proximity of Alter Road and Wayburn. Conditions voluntarily proposed by the applicant include:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

This request constitutes a request to change or amend the City's zoning map. This is accomplished through an amendment to the Zoning Ordinance which involves a two-step process. First, the Planning Commission holds a public hearing and votes to recommend that an application be approved or denied by the City Council. The Planning Commission considered the application and held the required public hearing at its December 7th regular meeting, where they unanimously voted to recommend approval of this rezoning request. The second step in amending the zoning ordinance is approval by the legislative body, in this case the City Council.

The following materials are attached as part of the rezoning request for your review and consideration.

1. Report by the City Planner
2. Rezoning Application
3. Site Plan
4. Copy of Public Notice
5. Affidavit of publication for the Public Notice
6. List of property owners within 300 feet of the subject properties who were mailed the public notice.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Consider granting the applicant's request to rezone the affected properties from R-D (Two-Family Residential) to P-1 (Vehicular Parking)

PREPARED BY: Warren Rothe, Assistant City Manager



John Jackson, AICP

STAFF REPORT CONTACT INFORMATION

Michael Stines

CASE/NUMBER

December 7, 2022

APPLICANT/PROPERTY OWNER

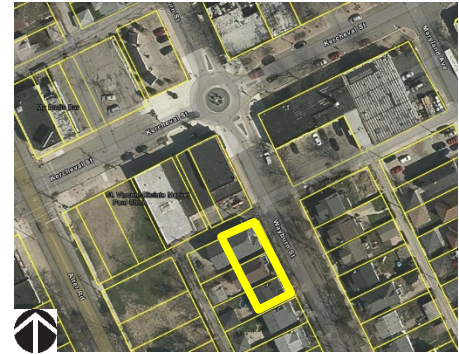
1155, 1159-1161, 1167 Wayburn

PUBLIC HEARING DATE

PROPERTY ADDRESS/LOCATION

BRIEF SUMMARY OF REQUEST

This applicant is requesting to **conditionally** rezone three parcels from R-D to P1 to allow them to construct a parking lot. The parking lot will be part of the shared parking system that currently serves the Park's Kercheval business district. The applicant has voluntarily proposed to develop the parking lot as depicted in the conceptual site plan including a central pay station, electrical vehicle charging stations, permeable pavers, centralized trash collection with enclosures, extensive landscape screening, and screen walls located adjacent to the residential lots and along the street frontages.



MAP SOURCE: Wayne County GIS

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING/LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-D, Residential	Single Family/Two-Family, Four-Family Residential	B-1/Commercial R-D/Residential	Three existing buildings	Appx. 12,000 square feet total – about 4,000sf in GPP

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

REVISE AND RESUBMIT

DENY

COMPATIBILITY with the COMPREHENSIVE PLAN

The recently adopted master plan identified this area as Mixed Residential Neighborhood. The Master Plan also promotes three-story mixed-use development on Kercheval, the implementation of green infrastructure and EV charging stations. The proposed rezoning is consistent with many of the MP objectives.

PROPERTY HISTORY

These three parcels have been used as residential dwellings for several decades.

COMPATIBILITY with the ZONING ORDINANCE

Sec. 27-71. The P-1 Vehicular Parking Districts are intended to permit the establishment of areas to be used solely for off-street parking of private passenger vehicles as a use incidental to a principal use. These districts will generally be provided by petition or request to serve a use district which has developed without adequate off-street parking facilities.

The proposed parking will help future development meet the parking required by the City's zoning ordinance.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE
-----------------	---	--------------

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
✉ 248.596.0930
MCKA.COM

Communities for real life.

We have reviewed the above request with the City's Zoning Ordinance, Master Plan, other applicable plans, conditions on the site, and sound planning and design principles in an effort to provide constructive and helpful feedback for the development of this site. We offer the following comments for your consideration.

1. Background

The applicant has submitted a request for conditional rezoning. This approach allows the applicant to voluntarily offer conditions that would make the requested rezoning more favorable to the City. The City may not impose additional conditions on the applicant's request. The conditions will be recorded in a conditional rezoning contract. In the event the conditions are not met within a specific time period, the zoning may revert back to the original zoning.

The subject property located partially in Grosse Pointe Park and mostly in the city of Detroit has been assembled to accommodate the development of a 43-space metered parking lot to serve the Kercheval Avenue Business District. The City's recently adopted Master Plan indicates that providing adequate parking in this Business District is important to the long-term viability of this area. The Master Plan identifies a number of other policies intended to reduce reliance on surface parking lots including alternative forms of mobility and connections.

Although the Master Plan and the recently completed Parking Study promote alternatives to surface parking lots and managing the existing supply of parking, the Parking Study states that when the existing supply of parking is utilized over 75-90% from new uses and redevelopment, "more public parking should be added".

The block served by the proposed parking lot currently contains approximately 10,000 square feet of commercial space and four apartments on the second floor. The City's zoning ordinance requires 29 spaces for the commercial use and six spaces for the residential use. Currently there are only eight off-street spaces and eight on-street spaces to serve these uses - a zoning deficit of 19 parking spaces, assuming you count all of the available parking spaces.

If this block was built out with ground floor commercial and one floor of residential uses above, the city would require over 60 parking spaces. With the proposed parking lot, there would be a deficit according to the City's current parking requirements. Using a reduced, and more appropriate standard for a tight-knit walkable environment, there would still be a parking deficit, especially if the block was fully developed with two floors of residential uses as envisioned in the Master Plan.

NEW PUBLIC PARKING OPPORTUNITIES

There may be a future need to add more parking spaces, especially within the Kercheval Business District. We recommend that the City continues to monitor the overall performance of the parking system and operations by conducting annual field surveys and tracking the data against threshold indicators to ensure that parking utilization is within the 75-90% occupancy range.

New businesses, especially ones with an anticipated higher parking demand in the evening hours (i.e., restaurants and bars), will decrease the amount of available parking spaces in the districts. The Kercheval Business District is anticipating a few new redevelopments in the western portion of the district in 2022/2023, including a new restaurant at the corner of Maryland and Kercheval. While some of the increased parking demand could be handled by off-street private lots on site, there will be additional demand for on-street parking which could raise the occupancy levels to 90% or greater for certain blocks, especially during evening hours.

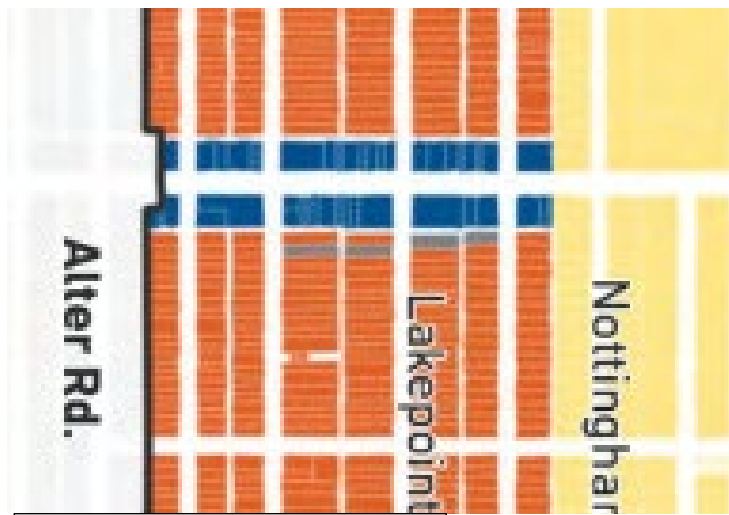
Enhancing wayfinding, adding meters or pay stations, and adjusting time limits and rates will be critical to help with turnover of parking. After these initial recommendations are implemented, and parking occupancy levels are starting to rise in multiple blocks and parking lots, then more public parking should be added to the Kercheval Business District.

GPP – Parking Study 2021

The response to the City’s survey during the master plan process indicated that over 85% of the people that come to the business districts drive themselves. Because there are minimal options, over 70% park on the street.

2. Zoning and Use

LOCATION	EXISTING LAND USE	CURRENT ZONING	FUTURE LAND USE
Subject Site	Residential	RD, Two Family	Mixed Residential
North	Commercial	B, Local Business	Business District
South	Residential	RD, Two Family	Mixed Residential
East	Residential	RD, Two Family	Mixed Residential
West	Residential	R2, Two Family	--



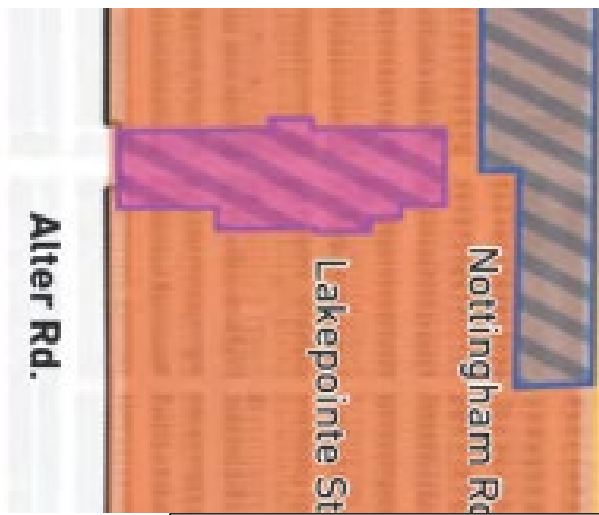
Existing Zoning

LEGEND

— Community Boundary

Zoning Districts *Minimum Lot Size per D.U.*

RA	One Family Residential	10,000 Sq. Ft.
RB	One Family Residential	7,200 Sq. Ft.
RC	Two Family Residential	5,000 Sq. Ft.
RD	Two Family Residential	2,500 Sq. Ft.
OS	Office-Service	
B	Local Business District	
P-1	Parking	



Future Land Use Plan

LEGEND

Business Districts/Areas

Institutions

Parks

Neighborhoods

Residential Neighborhood

Mixed Residential Neighborhood

3. Proposed Conditions

The applicant has offered the following conditions as part of their request:

- A. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council.
- B. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

These conditions are appropriate given the multi-jurisdictional location. In addition, they provide sufficient flexibility in case the configuration of the parking lots and circulation are modified to improve circulation or avoid utilities, etc.

4. Rezoning Standards

The following standards were developed to assist the City in evaluating any rezoning request and represent best planning and zoning practices and are consistent with the intent of the Michigan Planning Enabling Act:

- A. **Consistency with the Master Plan's goals, policies, and Future Land Use Map, including planned timing or sequence of development.** The site is planned and zoned for Mixed Residential/Two-family uses and has historically been used this way. However, the City's Master Plan and the recent parking study anticipate the eventual need for additional public parking to serve the Kercheval Avenue Business District. In addition, the City's current parking standards would require significantly more parking to accommodate the level of development envisioned in the master plan.

While the rezoning may not match the Future Land Use Map, the proposed rezoning is consistent with the long term, goals and objectives of the City, and recent initiatives to invest in convenient public parking adjacent to the Kercheval Avenue Business District. We find these standards are met.

- B. **Compatibility of all the potential uses allowed in the proposed zoning district(s) with the site's physical features.** The proposed parking lot will have open areas along the Wayburn street frontages, along the adjacent property line, and utilizes permeable pavers to reduce the stormwater impacts of the proposed parking area. We find these standards are met.

- C. **Compatibility of all the potential uses allowed in the proposed district(s) with surrounding uses and zoning in terms of suitability, intensity, traffic impacts, aesthetics, infrastructure and potential influence on property values.** In several areas of the Kercheval Business District, there are single family homes that abut the alleys behind active businesses. Providing surface parking as a buffer or transition between the service areas of the businesses and the adjacent residential neighborhood is a sound planning practice that will enhance the compatibility between the two uses. We find these standards are met.

- D. **Capacity of available utilities and public services to accommodate the uses permitted in the district(s) without compromising the health, safety, and welfare of the City.** The City has the resources to manage the proposed parking lot and the proposed design that includes permeable pavers and other innovative stormwater protection measures will reduce the impact on City infrastructure. In addition, the revenue from the proposed pay stations will help offset the City's maintenance of the parking lots. We find these standards are met.

- E. Capability of the road system to safely and efficiently accommodate the expected traffic generated by uses permitted in the zoning district(s).** The proposed parking lot will reduce the impact of traffic circulating looking for available parking and reduce pressure for on-street parking in residential neighborhoods. We find these standards are met.
- F. The apparent demand for the types of uses permitted in the district(s) in relation to the amount of land currently zoned and available in the City to accommodate the demand.** The intent of the City is to provide a variety of alternative to surface parking, however, with the continued success of the Kercheval Avenue Business in the form of redevelopment and thriving businesses, the Parking Study states that there will be increased demand for parking.

The current mix of uses along Kercheval is only slightly deficient with respect to the City's current parking standards and assuming all public and private lots are available for all users.

In the event the available space for commercial uses (ground floor) is fully utilized and no more residential units are added, there will be a deficit of over 380 spaces according to the City's zoning ordinance.

We recognize that the City's parking standards need to be reviewed and updated, but with 85% of customers driving individually to the City's business districts, parking will continue to be in demand.

Public, shared, and managed parking lots are much more efficient and effective in providing the necessary parking and reducing the need for private parking lots. We find these standards are met.

- G. The boundaries of the proposed district(s) in relationship to the surrounding area and the scale of future development on the site.** The boundary of the new district is compatible with the surrounding area and scale of future developments. The site is just large enough to accommodate a double loaded row of parking, a service alley, sufficient screening and fits in with the urban character of the neighborhood.

As the plans continue to evolve, there may be a chance to revise the plans to consolidate the service alley with the circulation aisle for the parking. This could provide additional space for buffering to the adjacent residential uses and reduce curb cuts on Wayburn. We find these standards are met.

- H. The requested rezoning will not create an isolated or incompatible zone in the area.** The requested site is located between the B, Local Business District, and R-D, Mixed Residential District and provides a logical transition between the two districts. We find these standards are met.
- I. Other factors deemed appropriate by the Planning Commission and City Council.** We find that the request for rezoning to P-1 to allow the proposed parking lot is consistent with the initiatives of the City to have convenient surface parking for the Kercheval Avenue Business District in a way that protects the character of the Business District (no surface parking lots along Kercheval) and provides a transition to the adjacent residential neighborhoods. The City may want to consider developing a parking plan to identify locations for future parking lots to serve this and other business districts in the City.

SUMMARY AND RECOMMENDATION

Based on the findings above, we recommend the Planning Commission recommend approval of the proposed conditional rezoning to the City Council.

We look forward to reviewing these findings and recommendations with you. In the meantime, if you have any questions, please feel free to contact us.

Respectfully submitted,

McKENNA

A handwritten signature in blue ink, appearing to read 'John Jackson', with a long horizontal flourish extending to the right.

John Jackson, AICP
President

Cc: Nick Sizeland, City Manager
Warren Rothe, Assistant City Manager
Terry Brennan, Building Official
Michael Boettcher, AICP, Senior Planner



City of Grosse Pointe Park

FEE: \$500.00 + Escrow Deposit

REZONING APPLICATION

MAIL TO: CITY OF GROSSE POINTE PARK
BUILDING DEPARTMENT
15115 E. Jefferson
Grosse Pointe Park, MI 48230

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED, THE REZONING REQUEST WILL NOT BE SCHEDULED FOR A HEARING UNTIL IT HAS BEEN VERIFIED THAT ALL OF THE INFORMATION REQUIRED IS PRESENT AT THE TIME OF THE APPLICATION - NO EXCEPTIONS.

If you have any questions, please call (313)822-6200 or e-mail building@grossepointepark.org.
Please refer to www.grossepointepark.org to find the following information:

- Planning Commission page for meeting schedule
- Zoning Ordinance Section 27-171; Changes and Amendments

APPLICANT CONTACT INFORMATION

PROPERTY OWNER

Name: SEE ATTACHED
Address: _____
City, State, Zip: _____
Phone #: _____
Email: _____

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

APPLICANT/OWNERS REPRESENTATIVE

Name: MICHAEL STINES
Address: 121 KERCHEVAL AVENUE
City, State, Zip: GROSSE POINTE FARMS, MI 48236
Phone #: [REDACTED]
Email: [REDACTED]

APPLICANTS OR REPRESENTATIVES ARE STRONGLY ENCOURAGED TO BE PRESENT AT THE MEETING

PRE-APPLICATION CONFERENCE

It is strongly encouraged that all applicants and their representatives meet with City of Grosse Pointe Park staff prior to submitting an application for a rezoning. A pre-application meeting with staff allows for a preliminary review of the application procedures, project timelines, compliance with the City Master Plan, and other project criteria, and prevents most situations that usually results in a project being postponed.

PHASING OF APPLICATION

Public hearings before the Planning Commission are held for initial review of a rezoning application. Applications and support materials must be submitted twenty (20) business days prior to the public hearing date. The Planning Commission will make a recommendation to City Council who will take the final action on the application.



City of Grosse Pointe Park

PROPERTY INFORMATION

Property Address: 1155 WAYBURN; 1159-61 WAYBURN;
AND 1167 WAYBURN Property ID Number: SEE ATTACHED
Size of property (frontage / depth / sq. ft. or acres): SEE ATTACHED
Surrounding Zoning Districts: North R-D; B-1 South R-D East R-D West R-2 (DETROIT)
Legal Description: SEE ATTACHED

PROPOSAL

Current Zoning District: R-D Proposed Zoning District: P-1

Please note: If proposing a Rezoning with Conditions, please attach a separate sheet(s) with your proposed conditions

I hereby certify the following:

1. I am the legal owner of the property for which this application is being submitted, or I have submitted a written statement by the property owner that allows me to apply on their behalf.
2. I desire to apply for a rezoning of the property indicated in this application with the attachments and the information contained herein is true and accurate to the best of my knowledge.
3. The requested rezoning would not violate any deed restrictions attached the property involved in the request.
4. I have read the recommended sections of the Zoning Ordinance and understand the necessary requirements that must be completed.
5. I understand that the payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the plan.
6. I acknowledge that this application is not considered filed and complete until all of the required information has been submitted and all required fees have been paid in full. Once my application is deemed complete, I will be assigned a date for a public hearing before the Planning Commission that may not necessarily be the next scheduled meeting due to notification requirements and Planning Commission Bylaws.
7. I acknowledge that this form is not in itself a rezoning but only an application for a rezoning and is valid only with procurement of applicable approvals.
8. I authorize City Staff, and the Planning Commission and City Council members to inspect the site.

Property Owner Signature: [Signature] Date: 11/14/22

OFFICE USE ONLY:

Parcel ID #: _____ File #: _____ Date: _____
Hearing Date: _____ Application Deadline(including all support material): _____
Receipt #: _____ Check #: _____ Received by & date: _____

15115 EAST JEFFERSON AVENUE • GROSSE POINTE PARK • MICHIGAN • 48230 • 313.822.6200

Property #1: 1155 Wayburn

- Owner: 1155 Wayburn, LLC
- Parcel #: 39-008-06-0010-000
- Size: 0.082 acre
- Legal Description: Lot 10, R.J. PURVIS SUBDIVISION, as recorded in Liber 38, Page 62, of Plats, Wayne County Records

Property #2: 1159-1161 Wayburn

- Owner: 1167 Wayburn, LLC
- Parcel #: 39-008-05-0003-000
- Size: 0.082 acre
- Legal Description: Lot 3, 'MARYLAND AVENUE SUBN', as recorded in Liber 38, Page 97, of Plats, Wayne County Records

Property #3: 1167 Wayburn

- Owner: 1167 Wayburn ,LLC
- Parcel #: 39-008-05-0004-000
- Size: 0.1 acre
- Legal Description: Lot 4, Maryland Avenue Subdivision, according to the plat thereof as recorded in liber 38, page(s) 97 of Plats, Wayne County Records

November 14, 2022

Mr. Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230

Via email only: rothew@grossepointepark.org

Re: Rezoning Applications

Dear Warren:

Enclosed please find two Rezoning Applications relating to certain properties located on Wayburn Street in Grosse Pointe Park (the "Park"). I appreciate your assistance in having these placed on the agenda for consideration at the next Planning Commission meeting.

As this is part of a larger, cross-border project involving the City of Detroit ("Detroit"), I am offering the following conditions with our applications:

1. The rezonings requested will be contingent on securing all required approvals and permits from Detroit to develop the parking lots in a manner that is substantially similar to that shown on the site plans included with these applications by December 31, 2023, or as otherwise extended by the Park City Council; and
2. After securing all required approvals from Detroit, construction has commenced by December 31, 2024, or as otherwise extended by the Park City Council.

If both of the above-described conditions are not met within the proposed timeframes, the rezonings (if recommended Planning Commission and approved City Council at the next regularly scheduled meetings) would revert back to R-D from P-1.

Again, thank you for your consideration. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Stines', is written over a faint, larger blue ink signature that is partially visible in the background.

Michael L. Stines



Lot 4 Alter / Wayburn Plan

November 11, 2022

City of **Grosse Pointe Park**, Michigan

NOTICE OF PUBLIC HEARING ON CONDITIONAL ZONING ORDINANCE AMENDMENT

PLEASE TAKE NOTICE The Planning Commission of the City of Grosse Pointe Park will hold a Public Hearing on Wednesday, December 7, 2022, at 7:00 PM in the Council Chamber of City Hall, Fourth Floor, 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230 on the following matter:

Public Hearing PC-2022-03, request to conditionally rezone 1155 Wayburn (Parcel #39-008-06-0010-000), 1159/1161 Wayburn (Parcel #39-008-05-0003-000), and 1167 Wayburn (Parcel #39-008-05-0004-000) from R-D (Two-Family Residential) to P1 (Vehicular Parking). Proposed conditions set forth in the application include securing all required approvals and permits from the City of Detroit by December 31, 2023, or as otherwise extended by the Grosse Pointe Park City Council; and to commence construction of the proposed cross-border parking lot by December 31, 2024, or as otherwise extended by the Grosse Pointe Park City Council. Information concerning this request may be obtained from the Public Service Department during regular business hours from 8:00 a.m. to 4:30 p.m., Monday through Friday, or by calling (313)-822-4365. Written comments concerning this request will be received by the Public Service Department prior to the public hearing or by the Planning Commission at the public hearing. Comments can be submitted via email at planning@grossepointepark.org. The recommendation of the Planning Commission will be forwarded to the City Council after the Public Hearing.

Warren J. Rothe,
Assistant City Manager
Page 43 of 155

AFFIDAVIT OF LEGAL PUBLICATION

Grosse Pointe News

16980 Kercheval Pl
Grosse Pointe, Michigan 48230
(313)882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Park

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on
the following date:

November 17, 2022

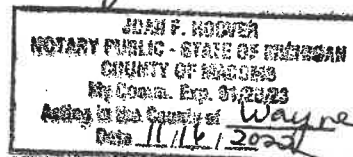
#2 GPP 11/17 PHN LOT 4 REZONING

and knows well the facts stated herein, and that she is the Administrative Assistant
of said newspaper.

Melanie Mahoney

Joan F. Hoover

Notary Public



Street	City	State	Zip	Parcel ID
1128 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070113000
1130 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070114000
1134 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070115000
1138 -40 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070116002
1145 -47 MARYLAND	GROSSE POINTE PARK	MI	48230	39008070118000
1143 MARYLAND	GROSSE POINTE PARK	MI	48230	39008070119000
15115 E. JEFFERSON	GROSSE POINTE PARK	MI	48230	39008040012002
1156 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060011000
1152 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060012000
1146 -1148 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060013000
14932 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040009000
14938 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040010000
15020 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39008040012001
1144 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060014000
1142 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060015000
1149 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060016000
1151 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060017000
1153 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060018000
1155 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060019000
1157 -1159 MARYLAND	GROSSE POINTE PARK	MI	48230	39008060020000
1141 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070040000
1139 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070041000
1133 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070043000
1131 WAYBURN	GROSSE POINTE PARK	MI	48230	39008070044000
1159 -61 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050003000
1164 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050005000
1160 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050006000
1163 -1165 MARYLAND	GROSSE POINTE PARK	MI	48230	39008050007000
1167 -69 MARYLAND	GROSSE POINTE PARK	MI	48230	39008050008000
1167 WAYBURN	GROSSE POINTE PARK	MI	48230	39008050004000
1149 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060007000
1145 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060006000
1151 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060008000
1153 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060009000
1155 WAYBURN	GROSSE POINTE PARK	MI	48230	39008060010000
15011 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160016000
15005 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160018000
14945 KERCHEVAL	GROSSE POINTE PARK	MI	48230	39007160021000
1623 ALTER	DETROIT	MI	48215	21063190
1617 ALTER	DETROIT	MI	48215	21063191
1611 ALTER	DETROIT	MI	48215	21063192
14911 KERCHEVAL	DETROIT	MI	48215	21000849.002L
1605 ALTER	DETROIT	MI	48215	21063193
14925 KERCHEVAL	DETROIT	MI	48215	21000850
1599 ALTER	DETROIT	MI	48215	21063194
1614 ALTER	DETROIT	MI	48215	21062742
1608 ALTER	DETROIT	MI	48215	21062741
1602 ALTER	DETROIT	MI	48215	21062740
1596 ALTER	DETROIT	MI	48215	21062739
1588 ALTER	DETROIT	MI	48215	21062738
1622 ALTER	DETROIT	MI	48215	21062743
1629 ALTER	DETROIT	MI	48215	21063189
14901 KERCHEVAL	DETROIT	MI	48215	21000849
14930 KERCHEVAL	DETROIT	MI	48215	21000615-6
14820 KERCHEVAL	DETROIT	MI	48215	21000620
1635 ALTER	DETROIT	MI	48215	21063188
14929 KERCHEVAL	DETROIT	MI	48215	21000851
1597 ALTER	DETROIT	MI	48215	21063195
14900 KERCHEVAL	DETROIT	MI	48215	21000619
1591 ALTER	DETROIT	MI	48215	21063196
14933 KERCHEVAL	DETROIT	MI	48215	21000852
14912 KERCHEVAL	DETROIT	MI	48215	21000618
1585 ALTER	DETROIT	MI	48215	21063197
1630 ALTER	DETROIT	MI	48215	21062744
14922 KERCHEVAL	DETROIT	MI	48215	21000617
1582 ALTER	DETROIT	MI	48215	21062737
1576 ALTER	DETROIT	MI	48215	21062736
1570 ALTER	DETROIT	MI	48215	21062735
1564 ALTER	DETROIT	MI	48215	21062734
1558 ALTER	DETROIT	MI	48215	21062733



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Zoning Ordinance Revision RFP Review

SUMMARY: A Request for Proposals (RFP) was issued to seek services from a planning consultant to help the City conduct a Comprehensive Zoning Ordinance Rewrite. Three firms responded: McKenna, Beckett & Raeder, and Giffels Webster. All three firms are local to Michigan and meet all the qualifications of the RFP. City Administration is recommending McKenna be the consultant chosen to assist the City in rewriting its Zoning Ordinance. John Jackson will be available to present McKenna's proposal and answer questions the City Council may have. The Planning Commission has reviewed the proposal and unanimously identified McKenna as their consultant of choice for conducting the Zoning Ordinance rewrite.

In evaluating the responses, City Administration looked at the following in identifying a finalist to bring to the Planning Commission and City Council.

Plan of Work/General Items

Timeline – All three respondents proposed a timeline of 11-12 months from project kickoff to adoption by the City Council.

Number of Meetings: Ordinance Drafting Phase– The respondents proposed the following number of meetings* for the Planning Commission during the drafting of the new ordinance:

- McKenna: 4
- Beckett and Raeder: 5
- Giffels Webster: 8

*Any meetings during the drafting phase beyond this amount will be charged at an hourly rate as proposed by each respondent.

Public Engagement – A requirement of the RFP was to provide a public outreach component. All respondents proposed an open house to present the public with an overview of the proposed Zoning Ordinance at the conclusion of the drafting process. McKenna was the only firm who proposed an additional open house at the beginning of the process that would be distinctly separate from the more procedural initial meeting of the Planning Commission.

Deliverables– All three respondents indicated they would be able to supply the City with

an Ordinance that is formatted in a way for staff to modify as amendments are made over time. More specifically, the respondents proposed the following:

- McKenna: Will provide a document in Word format with a manual describing how to revise the document in a manner that preserves the built-in formatting features and promises a format that can be regularly maintained by City staff.
- Beckett and Raeder: The preferred format for the Zoning Ordinance is through Adobe InDesign; however, at the City's request, the final document can be maintained in a Word format.
- Giffels Webster: Does not specify a specific format but does offer the option to maintain the Ordinance in their proprietary "Clearzoning" formatting at an additional cost.

Future Training – Included in McKenna's proposal alone is the opportunity for annual training for the City (staff, Planning Commission, Zoning Board of Appeals, City Council) in understanding zoning processes and procedures.

Community Knowledge

McKenna has been working with Grosse Pointe Park since the summer of 2021, and has been assisting in interpreting and administering the current zoning ordinance. This prior experience is important and gives them a head start on understanding the challenges and deficiencies that are contained in the current ordinance.

Secondly, McKenna has a long tradition of providing planning and zoning services in the Grosse Pointe communities. Recent projects include Master Plans for the City and Farms. McKenna's relationship with Grosse Pointe City includes ongoing support and amending of the Zoning Ordinance to ensure it is always ready to effectively meet the needs of the City and incorporates the most recent development trends and applicable case law. All of these projects have given McKenna a sense of the "Grosse Pointe" factor. While all our communities are different, there are many similarities when it comes to development and land-use decisions.

Finally, McKenna's proposal is the only one to specifically incorporate and reference the exact recommendations that are contained in the recently adopted Master Plan. Their existing and continuing sense of our community's needs will be an asset to the Planning Commission as it drafts a new Zoning Ordinance.

Price

<u>Respondent</u>	<u>Price</u>
McKenna	\$29,200
Beckett and Raeder	\$44,015
Giffels Webster	\$62,460

The RFP document and McKenna's response are attached for your review.

FINANCIAL IMPACT: Costs for the work will occur in the current and next fiscal year. City Council has funds set aside for consulting work in the current 2023 fiscal year budget. The balance of any costs will be appropriated and paid for in the 2024 fiscal year budget.

RECOMMENDATION: Motion to approve McKenna's proposal to conduct a comprehensive rewrite of the Zoning Ordinance.

PREPARED BY: Warren Rothe, Assistant City Manager



REQUEST FOR PROPOSALS
COMPREHENSIVE ZONING ORDINANCE REWRITE
CITY OF GROSSE POINTE PARK, MICHIGAN

ISSUED: October 27, 2022

SUBMITTAL DEADLINE: 2:00 pm November 28, 2022

Submittals/Proposals are due at 2:00 p.m. on Monday November 28, 2022. Include one (unbound original), ten (10) copies of each, and a disc or flash drive containing an electronic copy. Proposals shall be submitted in a sealed package clearly marked as indicated:

Company/Firm Name
"Proposal to Update City Zoning Ordinance"

Proposals shall be submitted to:

Warren Rothe, Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230.

The City of Grosse Pointe Park is a Participating Agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at <http://www.MITN.info> to view specifications for this and all other open bids.

Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
(313) 822-6200

Table of Contents

Cover Page..... 1

I. STATEMENT OF INTENT 3

II. BACKGROUND 3

III. SCOPE OF WORK 4

IV. DELIVERABLES 7

V. SUBMITTAL SCHEDULE AND GENERAL REQUIREMENTS..... 7

VI. PROPOSAL CONTENT 9

VII. EVALUATION CRITERIA..... 10

VIII. INQUIRIES 11

EXHIBIT A – Cost Proposal..... 12

EXHIBIT B – Proposal Submission..... 13

I. STATEMENT OF INTENT

The City of Grosse Pointe Park is requesting proposals from qualified firms with expertise in planning and zoning to assist in a comprehensive rewrite of the City's Zoning Ordinance. The comprehensive rewrite will result in a user-friendly Zoning Ordinance that is consistent with the Grosse Pointe Park 2022 Master Plan and integrates MEDC Redevelopment Ready Communities best practices.

II. BACKGROUND

Located just northeast of Detroit and along Lake St. Clair, Grosse Pointe Park is one of the five Grosse Pointes. The City is essentially built-out, with approximately 2.2 square miles and a population of approximately 11,595 residents. The City operates under a Council-Manager form of government, with a 7-member appointed Planning Commission which includes a member of the City Council, currently the Mayor. The City Council serves as the Zoning Board of Appeals.

The large majority of land in the City is dedicated to residential uses, which is predominantly single-family housing. Denser residential uses (for example, attached condo and multiple family housing) exist more in the western portion of the City closer to Detroit. Non-residential uses, such as commercial and institutional, are mainly clustered around business districts and along major corridors such as East Jefferson Avenue, Kercheval Avenue, Charlevoix and Mack Avenue. Grosse Pointe Park has an active Downtown Development Authority (DDA) and Tax Increment Finance Authority (TIFA).

The Grosse Pointe Park Planning Commission recently adopted the 2022 Master Plan which outlines long-term goals and objectives for land use, community character, housing, commercial development, public services and facilities, and transportation. In 2020, the TIFA updated its Tax-Increment Financing (TIF) and Development Plan. The City's code is currently undergoing a recodification with Municode, which is expected to be implemented in early 2023.

Pertinent planning and zoning documents include:

[2022 Master Plan](#)

[DDA Tax Increment Financing and Development Plan](#)

[TIFA Tax Increment Financing and Development Plan](#)

[Current City Zoning Ordinance](#)

Staff

The City's Department of Public Service administers the City's Zoning Ordinance and serves as the primary point of contact for matters related to the City's Planning Commission and Zoning Board of Appeals. The Department is led by the City Manager, and consists of the Assistant City Manager, Building Official, Code Enforcement Officer, and an administrative assistant. They are assisted by a contractual trade permit inspector. The Assistant City Manager will serve as Project Manager for the City.

Existing Zoning Ordinance

Since its initial adoption, the City's Zoning Ordinance has been amended in a piecemeal fashion. As a result, the current ordinance contains outdated language that is difficult to administer and standards that lack the ability to address modern development trends.

Deficiencies of the current Zoning Ordinance include, but are not limited to:

- Lacks graphics, tables, illustrations, and other user-friendly elements;
- Contains outdated, inconsistent and ambiguous language which makes it difficult to interpret the regulations;
- Lacks the ability to accommodate modern development trends and uses, such as mixed-use developments;
- Fails to promote proper infill development or adaptive reuse and lacks the ability to achieve context sensitive design;
- Lacks many standards of review when considering special land use and rezoning requests;
- Difficulty in determining administrative and planning commission review responsibilities;

III. SCOPE OF WORK

With assistance from City staff, the selected firm will conduct a public process to develop a new Zoning Ordinance for the City of Grosse Pointe Park. The selected firm shall agree to work with City staff to develop a Zoning Ordinance and Map that is functional, digitally available, user-friendly, and achieves the vision of the 2022 Master Plan.

The Planning Commission will be the governmental body responsible for overseeing development and review of the updated Zoning Ordinance and will then recommend adoption of the final Zoning Ordinance to the City Council.

Project Objectives

The comprehensive Zoning Ordinance rewrite process shall achieve the following objectives:

- Implement the goals and objectives of the 2022 Master Plan, especially in accordance with the '*Zoning Plan*' and '*Implementation*' chapters.

- Evaluate how the current Zoning Ordinance supports the goals and objectives of the 2022 Master Plan
- Incorporate user-friendly formatting techniques including, but not limited to, hyperlinking text, tables, and illustrations.
- Incorporate best practices as recommended by MEDC's Redevelopment Ready Communities (RRC) program. Please consult the [RRC Best Practices Guide](#).
- Incorporates administrative best practices into the administration section of the Zoning Ordinance.
- Includes provisions that help the City achieve high-quality infill and redevelopment projects that are consistent with the context of the existing development area.
- Establish internal consistency and ensure legal compliance with recent state and federal land use case law.
- Establish clear procedures for planning and zoning-related applications and identify opportunities for process simplification and flexibility; clearly establish criteria for special land use and variance consideration/approval.
- Modernize sign standards to ensure appropriately scaled signs of quality design and compliance with recent state and federal case law.

Work Program

The final work program will be developed in conjunction with City staff, but should generally include the following:

1. **Current Zoning Ordinance Assessment:** The consultant will work closely with City staff in producing a brief assessment of the existing Zoning Ordinance to outline ordinance sections that must be adjusted to fulfill the goals and objectives of the 2022 Master Plan or be amended to satisfy recent land use case law. The assessment will also identify opportunities to clarify the development process.
2. **Public Outreach:** The consultant should incorporate a public outreach component designed to inform community stakeholders, the Planning Commission, City Council, and the public on the new Zoning Ordinance. The public outreach component should include, at minimum: one (1) public forum structured as an open house-style information session. Respondents are encouraged to propose an outreach plan beyond this minimum. The consultant will work with City staff to post updates regarding the Zoning Ordinance rewrite on the City's website.
3. **Meetings and Draft Zoning Ordinance:** The consultant will prepare drafts of the new Zoning Ordinance, including graphics, for review by staff and the Planning Commission. The consultant will be responsible for recommending the organization and style of the draft

Zoning Ordinance, incorporating the aforementioned project objectives. Staff and the consultant must agree to an outline and organization of the ordinance before the first draft has begun. The consultant will be responsible for meeting with the Planning Commission and City staff on a regular basis. The number and frequency of the meetings will be determined in consultation with all parties before the project begins. A draft shall be presented for public review and comment.

NOTE: The Planning Commission has not adopted a meeting schedule for 2023. Respondents may assume that the Planning Commission will be available to meet monthly when proposing a project timeframe.

4. **Presentation:** The consultant will present the final draft Zoning Ordinance to the Planning Commission and participate in the final adoption of the revised Zoning Ordinance at City Council.
5. **Final Work Products:** The new Zoning Ordinance and Zoning Map must be provided in both print and electronic formats that are compatible with the City's software.

IV. DELIVERABLES

The selected firm shall agree to provide the following deliverables:

1. Completed comprehensive update of the Grosse Pointe Park Zoning Ordinance, including six (6) bound hard-copies and a digital version compatible with the City's software. The digital version shall include an editable version in Microsoft Word format or another format deemed acceptable by the Assistant City Manager.
2. Completed update of the Grosse Pointe Park Zoning Map in digital and hard-copy format. The data used to produce this map should be delivered in industry standard GIS data format.
3. Hand-outs used in public forums and result summaries of such public forums in both hard copy and electronic format.
4. Illustrative images for definitions, zoning regulations, and dimensional standards, where needed.
5. Periodic progress reports and research information relative to the project.

NOTE: All data shall become the property of the City of Grosse Pointe Park for future use and modification.

V. SUBMITTAL SCHEDULE AND GENERAL REQUIREMENTS

PREPARATION OF PROPOSAL

- A. Interested contractors are expected to examine specifications and all instructions. Failure to do so will be at the contractor's risk.
- B. Each contractor shall furnish all information required on proposal forms. Erasures or other changes must be initialed by the person signing the form.
- C. If there is any doubt as to the meaning of any part of the specifications or other conditions within this request for proposal, please call (313) 822-6200 for clarification.

SUBMISSION OF PROPOSALS/BIDS

Submittals/Proposals are due at 2:00 p.m. on Monday November 28, 2022. Include one (unbound original), ten (10) copies of each, and a disc or flash drive containing an electronic copy. Proposals shall be submitted in a sealed package clearly marked as indicated:

Company/Firm Name
"Proposal to Update City Zoning Ordinance"

Proposals shall be submitted to:

Warren Rothe, Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230.

To be considered, your bid/proposal must be submitted to the City as instructed prior to the Date and Time specified. No late bids/proposals will be accepted. Bids/proposals may be withdrawn by a bidder, or authorized representative, provided their identity is made known and an email, phone call or fax is made to the City and the City can verify via return email or phone call the identity of the bidder and the intention to withdraw the bid/proposal, and if withdrawal is made

Bid Opening

Proposals shall be opened and identified at 2:00 p.m. on Monday, November 28, 2022, in City Administration offices located at 15115 East Jefferson Avenue, Grosse Pointe Park, MI 48230.

GENERAL CONSIDERATIONS OF PROPOSALS

The City of Grosse Pointe Park hereby reserves the right to approve as an equal, or reject as not being an equal, any article proposed which contains major or minor variations from specification requirements, but which may comply substantially therewith.

The City of Grosse Pointe Park reserves the right, in its sole discretion, to reject any/or all bids, to waive any irregularities and technical defects contained therein, to award the bid in its entirety, in part or not at all and/or to determine which bid is the lowest and/or best to enter into a Contract, as it may deem to be in the best interest of the City.

NON-IRAN LINKED BUSINESS.

Under Michigan Public Act No. 517 of 2012, as amended, an Iran linked business as defined therein is not eligible to contract with the City of Grosse Pointe Park and shall not submit a bid. By signing the bid documents it is hereby certified and agreed on behalf of the signatory and the company submitting this proposal the following: (1) that the signatory is duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) that the signatory and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

NON-DISCRIMINATION CLAUSE

In the performance of a contract or purchase order, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to Title VI of the Civil Rights Act of 1964 42 U.S.C., as well as the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Michigan Handicapper's Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the contract or purchase order.

RFP Schedule

Listed below are estimated dates and times of actions related to this RFP

Date/Time	Activity
10/27/22	RFP is posted
11/16/22	Questions must be received by the Assistant City Manager in writing (via letter or email)
11/18/22	Responses to questions will be posted at www.mitn.info
11/28/22	RFP due – Submissions made after this deadline will not be considered.
11/30/22	City Administration will complete review of submittals.
12/7/22	Planning Commission will review proposals and make a recommendation to the City Council. Finalists may be asked to present their proposal in person.
TBD	City Council will consider the Planning Commission recommendation and award a contract to the selected consultant. The recommended consultant will be asked to present their proposal in person.

VI. PROPOSAL CONTENT

Proposals shall be submitted as detailed in Section V – Submittal, Schedule, and General Requirements – and include the following:

1. **Letter of Interest:** Cover letter indicating interest in the project and identifying the firm's ability to provide zoning ordinance services. The letter must include the consultant's understanding of Grosse Pointe Park's needs and any foreseen challenges.
2. **Introduction:** A brief description of the firm including the number of years the firm has been in existence, range of professional services, office locations, and staff size.
3. **Work Program:** Describe the general project approach and process to be employed to fulfill the Scope of Work outlined in Section III. Describe the proposed project schedule, including a timeline of major milestones, deliverables, and completion.
4. **Timeframe Flow Chart:** Submit a flow chart with the estimated project timeframe for meeting important project targets. The Planning Commission has not adopted a meeting schedule for 2023. Respondents may assume that the Planning Commission will be available to meet monthly when proposing a project timeframe.
5. **Experience and Qualifications:** A brief description of the firm's prior work relevant to this RFP, including the name, address, and phone number of client references and primary contacts.
6. **Consultant Personnel:** Include resumes of company personnel, including subcontractors if proposed to be used, as well as their involvement and proposed roles in the project.
7. **Estimated Costs:** Submit cost estimates for each task associated with the preparation of the project. Please see Exhibit A – Cost Proposal – for further instructions.

8. **Exhibits:** Please include a fully executed copy of Exhibit B, attached to this RFP.
9. **Supplemental Information:** Please include any other supplemental information that may help with the selection process.
10. **Sample Zoning Ordinance Documents:** Proposals shall include at least one sample completed zoning ordinance document selected from a list of comparable projects. Please only provide a PDF copy of the document(s).

VII. EVALUATION CRITERIA

Evaluation Criteria

Proposals will be reviewed by City Administration. The City reserves the right to request additional information from firms submitting proposals. The following criteria will be considered in evaluation of submitted proposals and the recommendation of up to four (4) consultants by the Administration to the Planning Commission.

1. Capabilities and previous experience in comparable projects and specialized experience and technical competence of the consultant.
2. The firm's general approach to the project. Although the City of Grosse Pointe Park has identified the general nature of services required, the consultant is given leeway toward the approach and methodology to provide the proposed services.
3. Past record of performance on contracts with other governmental agencies, including such factors as quality of work, cost control, and demonstrated ability to meet scheduled deadlines.
4. Capacity of the candidate to perform the work in a timely manner and affirmatively respond to the inquiries and schedule of the City and dedicate the appropriate personnel.
5. Qualifications of individuals who will have direct involvement in tasks on this project.
6. Compatibility with the City's financial obligations.

The Planning Commission will review the recommended consultants and ultimately make a recommendation to the City Council for final approval. The City may ask finalists to present their proposals in person at both the Planning Commission and City Council meetings.

VIII. INQUIRIES

Any questions concerning the RFP shall be directed in writing via email to:

Warren Rothe, Assistant City Manager
rothew@grossepointepark.org

QUESTIONS MUST BE RECEIVED NO LATER THAN **4:00PM ON 11/16/22**
AN ADDENDUM WILL BE POSTED AT WWW.MITN.INFO BY **4:00PM ON 11/18/22**

EXHIBIT A – Cost Proposal

Cost proposals will be evaluated after a review and evaluation of each consultant's qualifications.

The City is seeking a lump-sum bid which includes:

1. Task-by-Task Summary: Itemize all of the tasks and associated costs that are included in the lump-sum bid.
2. Deliverables: The bid should include deliverables and their associated costs.
3. General and Administrative Burden or Overhead: Indicate percentage and total, if applicable.
4. Costs of Supplies and Materials: Itemize, if applicable.
5. Other Direct Costs: Itemize any costs not included in the above items that are deemed necessary.

The Cost Proposal must also include a breakdown of costs, should the City require additional services above and beyond the services proposed in the lump-sum bid. This should include a breakdown of costs as described below:

1. Manpower Costs: Itemize to show the following for each category of personnel with a different rate per hour:
 - a. Category, i.e., project manager, senior planner, analyst, etc.
 - b. Rate per hour
2. General and Administrative Burden or Overhead: Indicate percentage and total.
3. Costs of Supplies and Materials: Itemize.
4. Other Direct Costs: Itemize any costs not included in the above items that are deemed necessary.

EXHIBIT B – Proposal Submission

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the unit prices as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Grosse Pointe Park. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Grosse Pointe Park that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

DATE: _____

FIRM NAME: (if any) _____

ADDRESS: _____
(Street Address) (City) (State) (Zip)

PHONE NO. (____)_____ FAX NO.: (____)_____

EMAIL: _____

SIGNATURE

PRINTED NAME: _____

TITLE: _____

MCKENNA

PROPOSAL TO PREPARE

Zoning Ordinance Update

GROSSE POINTE PARK, MICHIGAN



NOVEMBER 28, 2022

Communities for real life.



MCKENNA

November 28, 2022

Mr. Warren Rothe
Assistant City Manager
City of Grosse Pointe Park
15115 E. Jefferson Avenue
Grosse Pointe Park, MI 48230

Subject: Letter of Interest to Provide Comprehensive Zoning Ordinance Rewrite

Dear Mr. Rothe,

We are incredibly excited about the prospect of partnering and collaborating with the leaders of Grosse Pointe Park on the upcoming Zoning Ordinance rewrite. Grosse Pointe Park is an incredible community with tons of energy and well-earned character! The City has been working without an effective zoning ordinance for too long. But now that the city has a new master plan and a renewed commitment to RRC best practices, it's time for a new Zoning Ordinance.

Our proposal includes a comprehensive update to the City's existing Zoning Ordinance and Zoning Map, with all the necessary components to start implementing the policies in your new master plan and address the requirements of the Redevelopment Ready Communities (RRC) program. We hope that you'll find our team to be the most qualified, most energetic, and most forward-thinking (after all, planning is a hopeful and visionary endeavor!).

PROJECT EXPECTATIONS

The enclosed work program was developed to ensure that the following expectations are met for Grosse Pointe Park, so that the updated Zoning Ordinance and Zoning Map will:

- Implement the goals and objectives of the 2022 Master Plan, especially in accordance with the 'Zoning Plan' and 'Implementation' chapters.
- Develop an ordinance that supports the goals and objectives of the 2022 Master Plan
- Incorporate user-friendly formatting techniques including, but not limited to, hyperlinking text, tables, and illustrations.
- Incorporate best practices as recommended by MEDC's Redevelopment Ready Communities (RRC) program. Please consult the RRC Best Practices Guide.
- Incorporate administrative best practices into the administration section of the Zoning Ordinance.
- Include provisions that help the City achieve high-quality infill and redevelopment projects that are consistent with the character of Grosse Pointe Park.
- Establish internal consistency and ensure legal compliance with recent state and federal land use case law.
- Establish clear procedures for planning and zoning-related applications and identify opportunities for process simplification and flexibility; clearly establish criteria for special land use and variance consideration/approval.
- Modernize sign standards to ensure appropriately scaled signs of quality design and compliance with recent state and federal case law.

ANTICIPATED CHALLENGES

The City of Grosse Pointe Park has been working for decades with a substandard zoning ordinance which has put tremendous pressure on the City's staff, boards, and commissions to encourage development that is consistent with the character and culture of Grosse Pointe Park. The City's new master plan was the first step in the right direction, developing the zoning ordinance will be the next step. Learning and perfecting how to use the new

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.



zoning ordinance will be an ongoing process. Our proposal includes training on how to use the new ordinance and the roles and responsibilities of staff, City Council/Zoning Board of Appeals, and the Planning Commission. As part of our ongoing service to the City we will provide annual planning and zoning training (for as long as the city can stand it).

YOUR TEAM

We are proposing John Jackson as Project Director who understands the issues facing mature, built-out communities like Grosse Pointe Park and who is currently working with Grosse Pointe Park and other Grosse Pointe Communities on a range of planning and zoning code projects. Together with the dedicated people of Grosse Pointe Park, we will help you create an innovative, effective, and **LEAN** zoning code that will benefit current and future generations for years to come.

If you have any questions regarding our response, please do not hesitate to contact us at (248) 596-0920 or jjackson@mcka.com. We are eager to work with you again, thank you.

Respectfully,

McKENNA

John Jackson, AICP, NCI
President



Comprehensive Zoning Ordinance Rewrite

GROSSE POINTE PARK, MICHIGAN



PREPARED NOVEMBER 28, 2022 BY

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Table of Contents

Cover Letter
Title Page
Table of Contents

Table of Contents.....i

Executive Summary1

Firm Introduction.....2

Areas of Service3

Project Approach5

Ordinance Development Process8

Proposed Schedule11

Experience and References12

Consultant Personnel13

EXHIBIT A – Cost Proposal.....15

EXHIBIT B – Proposal Submission.....16

Resumes

Executive Summary



McKenna’s Zoning Ordinance team is ready to “hit the ground running” on updating Grosse Pointe Park’s zoning regulations; our team’s successful experience and local knowledge make us a very strong partner for Grosse Pointe Park.

PROJECT TEAM

Project Director – John R. Jackson, AICP

Project Manager – Nani Wolf, AICP

GIS Mapping – Brian Keeseey, AICP

MCKENNA ADVANTAGE

- 44-year track record of successfully writing and updating zoning ordinances and codes in alignment with the State’s Redevelopment Ready Communities (RRC) best practices, and we develop regulations that support redevelopment efforts.
- First-hand experience navigating the Park’s current zoning ordinance.
- Leaders in creating innovative and easy-to-use codes that spur investment and promote placemaking and sustainability.

PROJECT UNDERSTANDING

We understand that Grosse Pointe Park wishes to rewrite its Zoning Ordinance to effectively implement its 2022 MasterPlan, move toward RRC certification, and most importantly give the city a modern, graphically rich, easy to use zoning ordinance to guide future development.

The process will include meaningful opportunities for collaboration – we propose two community open houses (in addition to the required public hearing) to ensure that the public is heard.

PROJECT FEE AND SCHEDULE

We will prepare the proposed Zoning Ordinance revisions for a flat fee of **\$29,200**.

We propose an 11-month project schedule but can adjust the schedule to meet the needs of the community.

Firm Introduction



McKenna's downtown Northville, Michigan headquarters. Our work spaces reflect our commitment to our people, our communities, sustainable design, and the rich technological heritage of the Midwest.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. McKenna provides planning, zoning, building, landscape architecture, community and economic development, and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients, based on skilled and effective public engagement. Our success can be measured by the built improvements to hundreds of McKenna client communities, and by our 44-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in Michigan, Michigan, Kentucky, Indiana, and Illinois. Anticipating and responding to change is a major distinction of McKenna's practice. McKenna's innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of roughly 30 planners, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

HEADQUARTERS

235 East Main Street
Suite 105
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O 248.596.0920
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E info@mcka.com

GRAND RAPIDS

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Suite 6B
Grand Rapids, MI 49503
O 616-226-6375
F 248.596.0930
E info@mcka.com

KALAMAZOO

151 South Rose Street
Suite 920
Kalamazoo, MI 49007
O 269.382.4443
F 248.596.0930
E info@mcka.com



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Areas of Service

Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

Economic Development

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings



On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars
- On-Site Zoning Administration

Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly, and Assisted Housing
- Housing Market Studies (MSHDA approved)

Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design



Project Approach

STREAMLINED PROCESSES

McKenna's approach to the Grosse Pointe Park Zoning Ordinance is based on our success in modernizing and updating zoning ordinances for dozens of communities, many of which wish to streamline their processes while ***maintaining regulatory excellence***. We understand that communities desire to be "business friendly." We will help the staff collect, organize, and include the necessary revisions to your ordinance - to not only ***assist the public*** (residents, developers, and other stakeholders) but to also allow your team to ***more effectively administer*** the Grosse Pointe Park Zoning Ordinance.

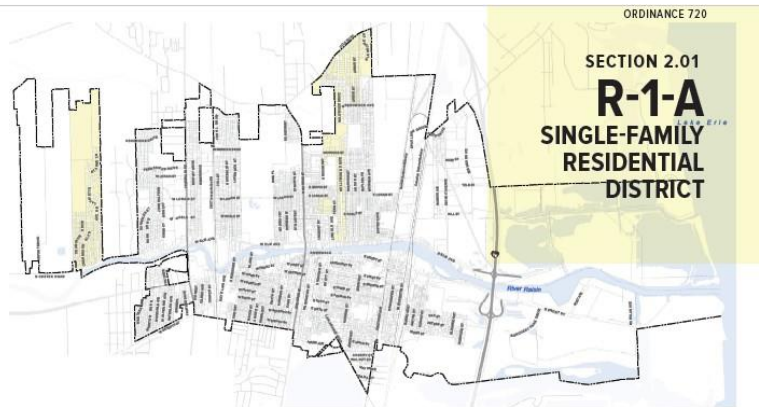
Further, because the process comes on the heels of the City's successful Master Plan, Grosse Pointe Park is well-positioned for a focused and efficient zoning ordinance rewrite. We have proposed a clear and linear process that focuses on the issues identified by the Master Plan, to get the Ordinance "up and running" and helping steer development.

IMPLEMENTING THE 2022 MASTER PLAN

We know how to implement master plan recommendations that will result in development consistent with Grosse Pointe Park's vision for the future – specifically; the policies and recommendations of your 2022 Master Plan.

Our approach is based on the following essential elements:

- **Reflect the Action Plan.** The Master Plan seeks to do the following, all of which can be promoted through effective zoning.
 - Create a more organized and user-friendly Zoning Ordinance document, including adding use tables and updating graphics to help visualize dimensional standards.
 - Update the Zoning Map to include a new Civic and Parks zoning district to protect existing City, school, church, and parks properties. Rezone the southwestern portion of Charlevoix Street from Office to Local Business to provide flexibility for future redevelopment opportunities.
 - Remove outdated or incompatible uses from the Zoning Ordinance and add a Mixed-Use category and Daycare Centers to be permitted in the Local Business District.
 - Encourage the review of dimensional height standards in the Zoning Ordinance to capitalize on mixed use redevelopment opportunities.
 - Identify priority Residential Buildings Design Guidelines to be codified and integrated into the zoning ordinance.



Pictures are meant to be illustrative of the purpose and intent of the district and are not regulatory in and of themselves.



2.1.A. • R-1-A PURPOSE AND INTENT

The **Single-Family Districts (R-1-A)** are intended primarily for single-family residential development and for associated educational and institutional uses. The permitted uses and standards of these districts are intended to achieve the following objectives:

1. To encourage the construction and continued use of the land for single-family dwellings which are compatible with the established character of the City's outlying neighborhoods.
2. To prohibit uses that would disrupt the character of the existing single-family neighborhoods.
3. To encourage the discontinuance of existing uses that would not be permitted as new uses under the provisions of this chapter.
4. To discourage land uses which would generate traffic on minor local streets that is atypical of single-family neighborhoods.
5. To accommodate low-intensity non-residential facilities where such uses could be compatible with the neighborhood.

- Identify priority Commercial Buildings Design Guidelines to be codified and integrated into the zoning ordinance.
- Increase the distance for off-street parking to provide flexibility for new businesses who are locating in business districts that are already built out with less room for new parking lots.
- Reference the 2021 Parking Study and revise the minimum parking requirements to follow current best practices and decrease the need for numerous variances.
- Develop standards to encourage low impact development practices, such as stormwater management, green infrastructure, tree cover, native planting, best management practices, etc.
- Require canopy shade street trees that are native to the area with any new construction to help increase the tree canopy, improve air quality, and increase property values in Grosse Pointe Park.
- Implement the revised City tree species list outlining desirable native trees species and recommending appropriate trees for various applications in parks, buffers, yards, and along streets.
- Coordinate with MEDC to revise the development review process to ensure the process is streamlined and transparent. This could include creating a separate Zoning Board of Appeals body and giving more site plan review duties to Planning Commission, such as reviewing plans for consistency with the Master Plan and Design Guidelines.
- Consider shortening the approval process for projects that exceed the Design Guidelines criteria.
- Create an easy-to-navigate page on the City's website that encourages an open dialogue with developers. This should outline clear and predictable expectations for new and renovated development. Checklists should be provided for pre-plans, site plans, and variance request reviews.
- Offer technical assistance to developers and property owners as it relates to the permitting and approval process.

As stated in our Scope of Work, we propose to incorporate those strategies, as well as other amendments developed at the beginning of the process, into the new ordinance.

- **Implement the Zoning Plan.** The 2022 Master Plan includes a thorough Zoning Plan, featuring the following recommendations. We have incorporated these amendments into our proposed Scope of Work:
 - Produce an ordinance that is lean and user-friendly;
 - Explore potential new zoning districts for Grosse Pointe Parks valuable civic and park uses;
 - Express the clear roles and responsibilities of each board and commission in the zoning process;
 - Translate the residential and commercial design guidelines in the master plan into the zoning ordinance with appropriate flexibility;
 - Consider a form-based code for the Park's business districts;
 - Mixed uses should be permitted in the Local Business District, including permitting apartments above the first story of retail and office buildings. To encourage more mixed uses;
 - Permitted buildings up to 3 stories in height or 35-40 feet;
 - Revise the parking standards to reflect the Park's commitment to maintaining a walkable community; and
 - Incorporating incentives for sustainable project elements such as rain gardens/bioswales.

DEVELOPING A MODERN ZONING ORDINANCE

In addition to implementing the goals and recommended amendments in the Master Plan, McKenna will use our proven process and skills to create a modern, easy-to-use, and comprehensive ordinance; tailored to a traditional small town like Grosse Pointe Park.

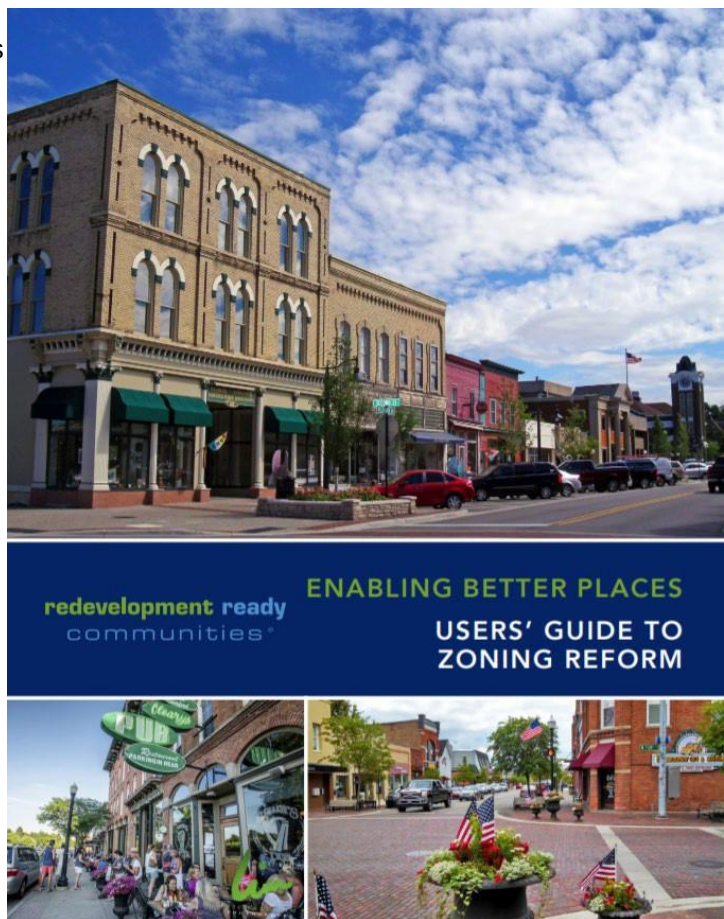
- **Review of Previous Variances.** McKenna will review ZBA minutes from the past ten years, to find recurring patterns. We will then draft amendments to correct the underlying issue resulting in repeated variance requests.

- **Consolidation and Organization.** McKenna will re-organize the document, starting with creating a single chart of permitted and special uses, for all districts listed. We will also create a single “Schedule of Regulations” outlining the dimensional requirements in each district. The two charts will form an easy-to-use summary of the Ordinance that can be viewed at a glance.
- **Comprehensive (but not excessive!) Definitions.** McKenna will review the definitions chapter and eliminate definitions that do not appear in the Ordinance, or which are otherwise unnecessary. We will then ensure that key terms, such as all listed land uses, are clearly defined and illustrated.
- **Efficient Processes and Clear Criteria.** McKenna will ensure that the Zoning Ordinance clearly describes the full toolbox of zoning processes, including site plan review, special uses, rezonings, conditional rezonings, planned unit developments, and ZBA powers (variance, interpretation, and appeal).
- **New Technology.** McKenna will use our knowledge of emerging technologies and ever-changing State and Federal regulations to draft defensible and reasonable, yet effective, regulations on wireless telecommunications, solar energy, and wind energy.
- **Plain English.** McKenna will conduct a thorough review of the Ordinance specifically to improve the readability of the language, and our new language will be clear and easy to follow.

REDEVELOPMENT READY BEST PRACTICES

Grosse Pointe Park has many strengths including several redevelopment opportunities and community partners. It is a strong and committed City with good housing stock to attract business and residents. We will use best practices endorsed by the Redevelopment Ready Communities (RRC) program to ensure Grosse Pointe Park has a competitive advantage in the region.

Working with Michigan Association of Planning, McKenna developed the educational program for RRC. In addition, we have worked with several RRC communities both in its current form as well as its previous iteration as a local program in Southeast Michigan under the Michigan Suburbs Alliance. We embrace the best management practices and have effectively leveraged communities' resources in attracting substantial private investment. We will work with you to incorporate the RRC programs' best practices for zoning and position the City for sustained and managed success.



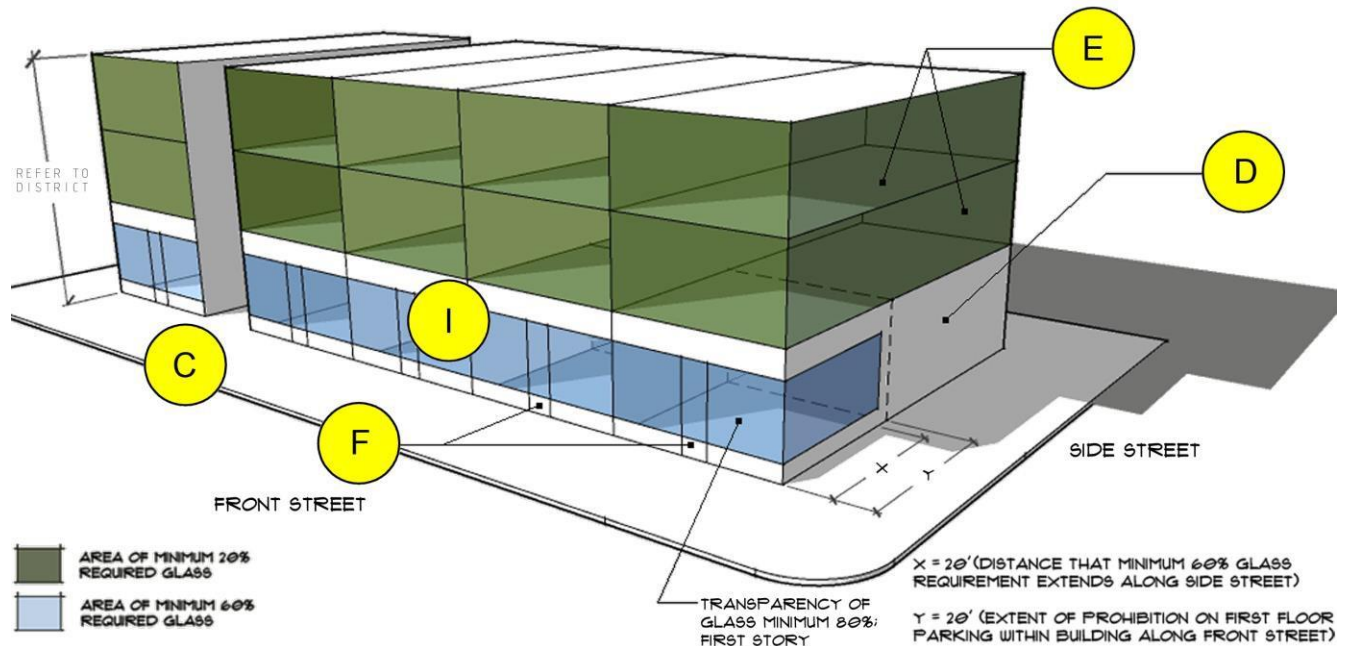
Ordinance Development Process

1. TECHNICAL REVIEW AND PROPOSED TABLE OF CONTENTS

Based on our review of the Master Plan, the Zoning Ordinance, and our experience with RRC communities, we will develop a list of elements from the current zoning ordinance that should be maintained to fulfill the goals and objectives of the 2022 Master Plan and new sections necessary to satisfy recent land use case law, as described in this Scope of Work. We will also review the previous Zoning Board of Appeals minutes to determine patterns in variance requests and add to the list.

McKenna will prepare a detailed outline of the new ordinance, with cross-references to comparable sections of the existing ordinances. McKenna will also prepare a format for typical pages, including headers and footers, font type and size related to the hierarchy of the Zoning Ordinance, margins, graphics, and indexing.

We will present the results of the outline and format to City staff for comment and to obtain general agreement about the scope and nature of the proposed Zoning Ordinance. During this step, we will also create a draft Table of Contents for the Zoning Ordinance, based on the proposed amendments. Once the Park's project management team agrees to the proposed Table of Contents, we will present the proposed list of amendments at the First Planning Commission Meeting (Task 2).



McKenna-designed graphic illustrating transparency standards for commercial buildings

2. FIRST PLANNING COMMISSION MEETING

We will prepare for and attend a kick-off meeting with the Planning Commission, City staff, and/or other key elected officials or stakeholders identified by the City.

The kick-off meeting's function will be to discuss the overall project expectations and issues, and to agree upon the schedule and dates, ensuring that involved parties share the same expectations. At this meeting, we will also discuss the Table of Contents and list of amendments developed in Task 1, and we will revise them as necessary.

3. COMMUNITY OPEN HOUSE #1

Once the outline of the ordinance has been presented to the Planning Commission and they are ready to move forward with them, McKenna will host a public open house to present the zoning ordinance rewrite process with emphasis on the implementation of the Master Plan.

Updates and progress documents will be provided for the Park's website to ensure the community stays engaged and informed throughout the process.

4. ZONING ORDINANCE FIRST DRAFT

We propose to complete the Zoning Ordinance rewrite in four parts as follows. Concurrent with these four parts, we will continually update and revise the definitions so that the definitions article is always up to date. We will also "track changes" in Microsoft Word so that you can see all the changes that have been made.

Additionally, we will provide editorial comments in the margins of the draft Word document so that we can describe the purpose behind the proposed changes.

- A. **Zoning Districts and Form-based code.** The first step in drafting the rewrite will be to establish the zoning districts, with suggested use and form-based standards. Flexible zoning tools will be incorporated either in the district and form-based code standards or general regulations as appropriate.
- B. **General Regulations.** This portion of the Zoning Ordinance will address supplemental regulations that support and enhance the use and design standards.
- C. **Administration and Processes.** The administration section of the Zoning Ordinance will include all the procedural and administrative requirements, in compliance with the Michigan zoning regulations. Tables and graphics will be used to define more clearly the "what" and "how" of zoning code administration.
- D. **Zoning Map.** Revisions to the Zoning Map will be required to incorporate any changes deemed necessary to reflect new or consolidated zoning districts, or to more properly zone properties according to the recommendations of the 2022 Master Plan. McKenna will note changes to the Zoning Map that will be required by the new Zoning Ordinance and will work with the City's GIS staff as outlined in the RFP. The updated Zoning Map will be adopted at the same time as the new Zoning Ordinance.

5. SIGN ORDINANCE UPDATE

The United States Supreme Court's ruling in *Reed v Gilbert* changed local signage regulation dramatically. It sounds simple – signage cannot be regulated based on content. But in practice, becoming *Reed*-compatible is complex. McKenna has updated dozens of sign ordinances since *Reed*, and we know the pitfalls – commercial vs non-commercial, on-premises vs off-premises, obscenity, directional signs, temporary signs – and many others. We've worked through them all and we will help Grosse Pointe Park bring your Ordinance into compliance.

6. FIRST DRAFT REVIEW AND SECOND DRAFT PREPARATION

- A. **Zoning Ordinance Draft Review by City Staff.** Prior to sending draft to the Planning and Zoning Commission or City Council for review, we will send the draft to City staff and the City attorney for review and comment. This will give staff an opportunity to provide early feedback before we distribute a draft to a wider group of stakeholders. We will revise and update the Zoning Ordinance based on the staff's input.
- B. **Working Meetings with Planning Commission, City Council, ZBA, and/or other key stakeholders.** We will meet with members of the Planning Commission, City Council, ZBA, and other stakeholders identified by City staff up to two times to review the proposed Zoning Ordinance. Depending on the entity responsible for reviewing and revising the first draft of the Zoning Ordinance, these meetings can be working meetings of the Planning Commission or regular meetings of another body.

- C. **Prepare Second Draft.** We will prepare the second draft of the Zoning Ordinance based on the input received. This draft will identify changes made from draft one to draft two, along with the reasons for the changes.

7. COMMUNITY OPEN HOUSE #2

McKenna will host a second public open house to present a summary of the zoning ordinance rewrite including a district-by-district description of uses and development standards. Most importantly answer questions and build community trust in the new zoning ordinance.

8. ADOPTION PROCESS

- A. **Public Hearing Presentations.** McKenna will prepare for and present the new Zoning Ordinance at two public hearings, one before each the Planning Commission and one before the City Council. McKenna will be prepared to answer questions and explain the reasoning behind the regulations.
- B. **Revised Drafts.** Following each public hearing, McKenna will revise the Zoning Ordinance as directed by the City. We will maintain a list of changes throughout the public hearing process to track the revisions and provide a record for decision makers as they consider approval of the Code.
- C. **Adoption Copy of the Zoning Ordinance and Map and Revision Manual.** Following adoption, McKenna will provide final copies of the adopted Zoning Ordinance in hard copy and digital format, and a final copy of the Zoning Map in hard copy and digital format. We will also provide a manual describing how to revise the Word document in a manner that preserves the document's built-in formatting features (hyperlinks, automatic numbering, automatic table of contents, indexes, etc.) and in a format that can be regularly maintained by City staff without new software.

9. JOINT TRAINING SESSION

Following the adoption of the code, we will conduct a joint training session with the City of Grosse Pointe Park Planning Commission and City Council to educate City leaders on how to interpret and administer the new standards. The training will primarily be focused on the roles and responsibilities of each board, commission, and department, zoning review procedures, and other new zoning techniques included in the code.

DELIVERABLES

1. Completed comprehensive rewrite of the Grosse Pointe Park Zoning Ordinance, including six (6) bound hard-copies and a digital version compatible with the City's software. The digital version shall include an editable version in Microsoft Word format, or another format deemed acceptable by the Assistant City Manager.
2. Completed update of the Grosse Pointe Park Zoning Map in digital and hard-copy format. The data used to produce this map should be delivered in industry standard GIS data format.
3. Hand-outs used in public forums and result summaries of such public forums in both hard copy and electronic format.
4. Illustrative images for definitions, zoning regulations, and dimensional standards, where needed.
5. Periodic progress reports and research information relative to the project.

ADDITIONAL REVISIONS

Following each of the four Planning Commission meetings, and following the Public Open Houses, McKenna will revise the draft Ordinance. Any revisions requested beyond those rounds of revisions will be invoiced on an hourly basis, as described in the cost proposal.

ADDITIONAL MEETINGS

The Ordinance Development Process described above includes the following meetings:

- Four Planning Commission Meetings (including the PublicHearing)
- Two Community Open Houses
- One City Council Meeting

Proposed Schedule

We propose an 11-month schedule, from start of the project to adoption of the Park's new Zoning Ordinance.

WORK TASK	MONTH											
	1	2	3	4	5	6	7	8	9	10	11	12
PC = Planning Commission Meeting OH = Open House CC = City Council Meeting												
Technical Review and Proposed TOC		PC										
Zoning Ordinance First Draft			OH		PC							
Sign Ordinance Update												
First Draft Review and Second Draft Prep.							PC	OH				
Public Hearing and Adoption									PC		CC	
Joint Training												JT

Experience and References

City of Livonia

Mr. Mark Taormina
Planning Director
33000 Civic Center Dr.
Livonia, MI 48154
734-466-2220

City of Chelsea

Ms. Julia Upfal,
Development Director
305 S. Main Street
Chelsea, Michigan 49423
616-355-1300

Dexter Township

Mr. David Rhor
Planning Director
6880 Dexter Pinckney
Dexter, Michigan 49423
734-426-3833

City of Holland

Mr. Mark Vanderploeg
Community and Neighborhood Services Director
270 S. River Avenue
Holland, Michigan 49423
616-355-1300 – ext. 2

Village of Oxford

Mr. Joe Madore
Village Manager
22 W. Burdick Street
Oxford, MI 48371
248-628-2543

Grand Haven Charter Township(Ottawa County)

Ms. Stacey Fedewa
Community Development Director
13300 168th Avenue
Grand Haven, MI 49417
616-842-9419

Consultant Personnel

We believe the most important work was done before we arrived and will be ongoing after we leave.

We help build bridges from the past and make course corrections for the future.

We propose an experienced team familiar with and ideally matched to Grosse Pointe Park's needs in efficiently rewriting the City's zoning ordinance. Our combined expertise with community master planning and knowledge of the issues facing cities today will allow us to provide the City with a complete and innovative ordinance that meets your desires.

Members of our team are industry leaders in organizing an efficient and effective public process leading to effective codes and ordinances.

Our professionals embrace:

- Highly effective public processes
- Place making
- Context-sensitive design solutions
- Accessible codes and ordinances that are easy for all to use and understand
- Efficient "lean" procedures that encourage high-quality development
- Walkability, bicycling facilities, greenways, trails, complete streets, healthy streets
- Active living, active transportation
- Parks and open space
- Economic development
- Livable communities
- Sustainable development
- Land use and conservation

We customize our work to reflect local economies, environments, and politics, and our approach to all projects is sensitive to history, size, scale, population, demographics, and diversity of people and place.

PROJECT TEAM

- **John R. Jackson, AICP, President**, will serve as the project director for the project. John has managed numerous McKenna projects in the Grosse Pointe area, including master plans and zoning ordinance updates.

- **Nani Wolf, AICP, Associate Planner**, will serve as the project manager and day-to-day contact for the City. Nani has managed numerous McKenna projects and most recently has worked on the Grosse Pointe City Master Plan.
- **Brian Keeseey, AICP, Senior Principal Planner**, will be responsible for developing the Park's new zoning map. Brian also has extensive experience working the Grosse Pointe area as well as Dexter and other similar communities.

Resumes of our team can be found at the end of this document.

EXHIBIT A – Cost Proposal

McKenna will prepare the Grosse Pointe Park Zoning Ordinance Update as identified herein for the lump sum amount of \$29,200.

WORK TASK	FEE
Technical Review and Proposed TOC	\$2,500
Community Open House	\$3,000
Zoning Ordinance First Draft	\$12,000
Sign Ordinance Update	\$2,000
First Draft Review and Second Draft Prep.	\$5,500
Community Open House	\$3,000
Public Hearing and Adoption	\$1,200
Joint Training	No Charge
TOTAL:	\$29,200

All deliverables, meetings, general and administrative burden, costs of supplies and materials and other direct costs as noted in the proposal and Timeframe Flow Chart are included in the lump sum price above.

Additions Revisions and Meetings

For additional revisions and meetings, the City shall pay the Consultant at the hourly rate specified in the following schedule:

Professional Classification	Rate Per Hour*	
President	\$155	* Rates include the following overhead: Accounting, Advertising and Promotion, Books, Publications and Maps, Business Entertainment, Charitable Contributions, Computers, Furniture and Fixtures, Graphics Supplies and General Insurance, Interest, Legal, Licenses, Meals, Memberships and Subscriptions, Office Equipment, Office Space and Parking, Office Supplies, Postage (Except Overnight), Professional Dues, Software, Taxes and Telephone. These rates do not include photography, outside reproduction, document, or materials purchases, which are invoiced additionally. Rates also do not include reimbursable costs for travel, courier, overnight mail, etc. Mileage will be invoiced at the Federal mileage rate. These hourly rates are valid through December 31, 2023, after which they may change per classification by a percentage equal to the increase in the Consumer Price Index for the prior 12 months per U.S. Department of Labor, Bureau of Labor Statistics.
Executive or Senior Vice President	\$145	
Vice President	\$140	
Director	\$130	
Senior Principal or Manager	\$125	
Principal	\$120	
Senior	\$105	
Associate	\$95	
GIS Specialist	\$85	
Assistant	\$85	
Intern	\$75	
Administrative Assistant	\$75	

EXHIBIT B – Proposal Submission

The undersigned having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the unit prices as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Grosse Pointe Park. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Grosse Pointe Park that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

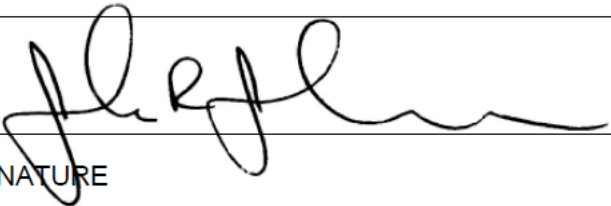
DATE: November 28, 2022

FIRM NAME: (if any) McKenna

ADDRESS: 235 East Main Street, Suite 105, Northville, MI 48167
(Street Address) (City) (State) (Zip)

PHONE NO. (248) 596.0920 FAX NO.: (248) 596.0930

EMAIL: jjackson@mcka.com


SIGNATURE

PRINTED NAME: John R. Jackson, AICP

TITLE: President



John R. Jackson, AICP, CNU, NCI

PRESIDENT

EDUCATION

Master of Urban Planning
Taubman College
University of Michigan

Bachelor of Environmental Design
Miami University, Oxford, OH

HONORS

Planning Excellence Award for Implementation of "Downtown Grosse Pointe Revitalization Program"
City of Grosse Pointe, MI, Michigan Association of Planning.

Outstanding Planning Project Award for Open Space Development,
Hamburg Township (Livingston County), MI, Michigan Association of Planning and Michigan Society of Planning Officials.

PROFESSIONAL EXPERIENCE

Community Planning and Zoning

Directed preparation of the master plans, urban design plans, and updated zoning ordinances. Provided day-to-day advisory services on comprehensive planning, zoning, site design and subdivision regulations for municipal, legal and real estate clients.

Zoning

Prepared complete zoning ordinances, overlay districts, form-based standards, and comprehensive text and map amendments for cities, villages, and townships in Michigan. Advised legislative bodies, Planning Commissions, and Zoning Boards of Appeals on land use regulation and proposed development and redevelopment in a number of communities of various sizes and character.

Urban Design

Prepared and implemented regulatory instruments addressing architectural design, form-based standards, aesthetic character, historic preservations, site plan review, and streetscape design.

Form-Based Zoning

Prepared form-based and hybrid zoning ordinances for municipalities to promote quality predictable development.

Agriculture and Open Space Preservation Planning

Prepared strategies incorporating specific state and county programs for the preservation of viable agricultural businesses including transfer of development rights, purchase of development rights, and other incentive-based zoning techniques.

Economic Development Planning and Management

Provided planning and execution assistance in all phases of economic and community development and tax increment financing including planning, acquisition, rehabilitation, public improvements, citizen participation, financing and administration for redevelopment projects using DDA, TIFA, LDFA, and Brownfield mechanisms.

Comprehensive Planning

Prepared comprehensive plans for rural and urban communities based upon community goals and land capability. Prepared zoning ordinances, capital improvement programs and regulatory mechanisms for communities from 4,000 to 60,000 populations.



PROFESSIONAL EXPERIENCE

Real Estate Development

Created redevelopment strategies for single and multiple sites in Michigan communities. Tasks included performing economic and political/social feasibility studies, researching and developing appropriate use concepts for the site, and guiding the design process to complement the surrounding areas.

Central Business District Planning

Directed major urban design efforts for downtowns of cities, including retail, office, institutional, tourism, redevelopment, placemaking, circulation and parking planning and redevelopment financing.

Commercial Corridor Redevelopment

Directed preparation of corridor plans to revitalize older commercial strips and to accommodate public and private improvements through merchant and citizen involvement in the economic development process.

Court Testimony

Provided testimony in Wayne County Circuit Court case involving litigation of eminent domain issues. Provided expert witnessing in zoning litigation in Wayne County, Lapeer County, and Livingston County, Michigan.

Smart Growth Initiatives

Have made numerous presentations regarding smart growth policies including a panel discussion sponsored by the Suburban Alliance.

Building Department Administration

Manages Building Department operations for two Midwest cities including reporting to City Manager and supervising clerical staff. Supervises inspection and compliance staff issuing permits for building, electrical, plumbing, mechanical, rental and code enforcement and business licensure processes.

MEMBERSHIPS

American Institute of Certified Planners
American Planning Association
Michigan Association of Planning
Congress for the New Urbanism

Michigan Downtown Association
Michigan Farmland and Community Alliance
American Institute of Architects, Affiliate Member

CERTIFICATIONS

Mplace Partnership Initiative Placemaking Curriculum

Module 1: People, Places and Placemaking
Module 2: Form Planning and Regulations
Module 6: Applied Placemaking

National Charrette Institute

Charrette Systems and Management and Facilitation

ACTIVITIES & PUBLIC SERVICE

Past Chair, Michigan Association of Planning (MAP) Planners in Private Practice division

Lecturer, Michigan Association of Planning (MAP), Basic Training and Redevelopment Planning

Lecturer, Lapeer County Annual Planning Conference, Specific Planning, Zoning, Rural Preservation, and Economic Development Topics

Co-Chair, American Planning Association's Chicago Urban Innovation Project

Co-Chair, University of Michigan Urban Planning Student Caucus



Nani Wolf

ASSOCIATE PLANNER

EDUCATION

Master of Urban and Regional Planning
University of Michigan

Bachelor of Arts – Environmental Science
University of Michigan

PROFESSIONAL EXPERIENCE

Community Planning

Develops comprehensive plans, aging-in-place plans, and health assessments for small communities, ranging from entire towns to individual neighborhoods within large cities. Researches and analyzes existing conditions, gathers and balanced public feedback, and created effective, clear, community-specific recommendations. Additionally, writes and edits copy for development projects, including letters of intent, impact statements, and variance requests. Works with Michigan communities of all sizes to create master plans and provide continuous planning services. Believes that all community planning work focuses on identifying common visions for the future and creating concrete strategies that improve residents' quality of life.

Public Engagement

Applies engagement best-practices across various municipal programs, including transportation master planning, traffic calming, and annexation. Plans and organizes engagement events—focus groups, surveys, interviews, public meetings —across the full lifetime of projects. Facilitates on-site meetings and engages with residents and public officials. Designs engagement plans, including RRC-compliant plans, and helped execute them in conjunction with master plans. All public engagement focusing on authentic, equitable, and continuous involvement.

Sustainability and Environmental Planning

Developed Great Lakes coastal land suitability analysis metrics and site impact assessment guidelines. Audites the master plans and zoning ordinances of municipalities for environmentally friendly land use policies. Conducts ecological assessments of habitats and streams and used the results to make purchasing recommendations to local conservancies. Creates open space, natural land, and surface water recommendations for communities that are vulnerable to natural hazards.

Administration and Program Management

Oversaw the environmental assessment program of a regional non-profit and managed a team of volunteer assessors, as well as day-to-day program operations. Administered a municipal transportation commission by coordinating meetings, materials, and public and staff relations.

MEMBERSHIPS

American Planning Association
Michigan Association of Planning
International Association for Public Participation (IAP2)

TEACHING

Instructor, University of Michigan Taubman College. Graduate-level course on GIS principles and programs, including Esri ArcPro and QGIS.

Instructor, University of Michigan. Undergraduate-level course on American culture, focusing on equity, race and ethnicity, and power dynamics from 1770-present.



Brian Keeseey, AICP

SENIOR PRINCIPAL PLANNER / GIS MANAGER

EDUCATION

Master of Urban & Regional Planning
Michigan State University

Bachelor of Landscape Architecture
Michigan State University

MEMBERSHIPS

American Institute of Certified Planners
American Planning Association
Michigan Association of Planning

PROFESSIONAL EXPERIENCE

Land Use Planning and Administration

Provides support for citizens and developers with land use information and application procedures. Reviews small and large scale development proposals, site plans, and special use applications and recommends action to Planning Commissions and elected officials. Conducts agency review meetings, public hearings, and public input forums to ensure comprehensive analysis and sound planning and design principles. Provides guidance and analysis for owners of properties affected by FEMA's updated flood survey.

Zoning

Provides on-site administration of zoning regulations. Researches topics and drafts zoning ordinance amendments, including regulation of signs, mining operations, and wind energy conversion systems. Presents recommendations to Planning Commissions and elected officials.

Comprehensive Planning

Facilitates visioning and goal-setting sessions to guide master plan development. Provides demographic analysis using U.S. Census data and market studies highlighting community trends for the municipality to address. Guides the creation of policies to support municipal development goals. Provides graphic design and document layout for master plan updates, including formatting, photography, and presentation graphics.

Demographic Trend Analysis

Conducts studies on the effects of neighborhood gentrification on businesses in established commercial corridors, analyzing occupancy changes over several decades against known indicators of gentrification.

Capital Improvement Programs

Leads municipalities through the Capital Improvement Program process, including calls for proposals, organization of proposal presenters, the Planning Commission ranking process, formulation of summary reports, and recommendations to legislative bodies. Implements effective changes to the ranking process, evaluation criteria, and format of recommendation documents, as well as the formulation of a multi-year assessment process.



PROFESSIONAL EXPERIENCE

Signs and Wayfinding Systems

Researches and drafts ordinances to address changeable copy, electronic message boards, and content-neutral regulations, and presents to Planning Commissions and elected officials. Successfully coordinates the fabrication process, quality control, and installation of directional signage. Participated in Michigan State University's Campus Wayfinding Workgroup for the expansion of the wayfinding system. Designed street signs and wayfinding plans for MSU's East Lansing campus during its implementation of the Tri-County emergency response improvement initiative and collaborated with emergency response units, 911 call center, and law enforcement officials to ensure that all needs were met.

Geographic Information System (GIS) Analysis and Modeling

Provides analyses of U.S. Census data, consumer and market information, and development opportunities and patterns. Designs zoning and future land use maps for administration and comprehensive plans and develops online versions for public consumption using the ArcGIS Online platform. Administers databases of utility and infrastructure information. Completes numerous site surveys using GPS and Total Station software. Uses the resulting data to create Sketchup models and production graphics. Drafts site plans, engineering details and design documents using AutoCAD.



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Jefferson Ave Sewer Separation Proposal

SUMMARY: The City Capital Improvement Plan for Water and Sewer projects identifies the East Jefferson Sewer Separation as the second most important project for the City Sewer system after the EERV. The Infrastructure Committee at its last meeting recommended bringing forth a proposal to the City Council. The City asked OHM Advisors for a proposal for engineering services to be completed during the winter in order to go out for bid during the winter/spring of 2023, when companies are slower and may have more favorable pricing. If pricing is favorable and the Council approves a submitted bid in the future, the project could commence in the summer of 2023. Patrick Droze from OHM Advisors will be in attendance to discuss in further detail the proposal and answer questions.

FINANCIAL IMPACT: \$24,000 Not to Exceed from OHM Advisors paid for out of the Water/Sewer Fund

RECOMMENDATION: Motion to approve the not to exceed price of \$24,000 by OHM Advisors for the Jefferson Ave Sewer Separation Proposal

PREPARED BY: Nick Sizeland, City Manager

December 8, 2022

City of Grosse Pointe Park
15115 E Jefferson Road
Grosse Pointe Park, MI 48230

To: **Nick Sizeland**
City Manager

RE: Jefferson Avenue Sewer Separation
Proposal for Civil Engineering Professional Services

Dear Mr. Sizeland:

OHM Advisors is pleased to submit this proposal for engineering services related to the study, design and development of bidding documents for separation of sewers along East Jefferson Avenue. This proposal includes tasks that detail preliminary engineering analysis for the drainage systems as well the development of detailed construction plans and specifications and bidding.

PROJECT UNDERSTANDING AND ASSUMPTIONS

OHM's knowledge of the project is based upon previous conversations with City staff and our understanding of the storm and sanitary sewer systems located on the western side of the City. As part of ongoing efforts to reduce the impact of wet weather flows on the sanitary sewer system, the City is interested in street catch basins and properties that current discharge stormwater flows to the sanitary sewer system. The project is summarized as follows:

- **Project Limits:** The project will focus on property north of East Jefferson extending from the City's western limit to Somerset Avenue. The northern limit of work will generally be defined as residential properties. Significant properties include the City Municipal Complex and DPW facility, Pointe Park Condominiums, Henry Ford Ophthalmology and the Society of Eye Physicians. The project will also consider Westbound Jefferson Avenue, Maryland Street, Lakepointe Street and Somerset Avenue (up to 500' north of Jefferson).
- **Drainage Area Determination:** The City believes that several buildings and parking lots along East Jefferson have building drains and/or catch basins that are currently draining to the sanitary sewer. Several of these properties have been notified however it is not believed that corrective action has been taken to perform separation. The City ultimately is looking to confirm the locations of these properties and the status of any illicit connections to the sanitary sewer.
- **Storm Sewer Design:** The City desires to create a dedicated storm sewer to manage runoff from property and/or right of way found to contain illicit connections. The storm sewer will be designed in accordance with typical local engineering practices which assumes that storm sewers can convey flow within the pipe for a 10-year, 1-hour recurrence interval storm.



- Peak Flow Mitigation: The City may wish to consider peak flow mitigation depending on the capacity present within the Lakepointe Sewer. This could include the construction of underground detention within the property east of City Hall and/or within the Jefferson Avenue medians. While this is desirable, it will likely occur as part of future efforts.
- Schedule: The City intends to design and bid the project within winter/spring of 2023 and initiate construction during the summer of 2023. The city will likely bid the western sewer extending between Lakepointe and Maryland.
- Right of way: The sewer will be constructed within the East Jefferson Avenue right of way. This right of way is managed by the Wayne County Department of Public Services.

The project boundaries and initial assumptions on drainage area and sewer routing are shown in Figure 1.



Figure 1 - Location of Drainage Area Study and Preliminary Sewer

Assumptions

- The downstream sewer system has sufficient capacity to convey additional flow for the 10-year event.
- The City of Grosse Pointe Park will cover fees associated with permit applications to the City of Detroit and Wayne County DPS.
- The City is permitted to install new storm sewer within Jefferson Avenue. The sewer is anticipated to be concrete sewer pipe installed via open cut construction. The crossing of Jefferson Avenue may utilize directional drilling to reduce construction cost.



- The project cost of \$275,000 is based on prior preliminary estimates. The design assumes that utility relocations are not required and that pavement work within Jefferson Avenue is avoided. The estimate does not include any sewer work east of Lakepointe.
- Traffic control on Jefferson Avenue is anticipated to include limited lane/parking lane closures. A detour or lane shift is not expected.

SCOPE OF SERVICES

OHM Advisors proposes the following scope of services for the work:

Task 1: Topographic Survey

OHM will prepare a topographic survey plan of the sewer alignment. The topographic survey work will consist of the following subtasks:

1. Establish horizontal and vertical control within the project limits. This will include setting at least three benchmarks to be utilized by the Contractor during construction to establish line and grade for proposed improvements.
2. Perform a topographic survey of the northern side of Jefferson Avenue between Maryland Street and Somerset Avenue. This includes cross sections every 25' and identification of objects such as trees (>6" diameter), landscaping, signs, monuments, manholes, curb, catch basins and utility structures. The survey will also include performing structure inventories to determine the elevations of utilities within the area.
3. Request facility maps from franchised utilities (gas, electrical, cable or telephone). Underground utilities will be shown based on record drawings.
4. The topographic survey and franchise utility mapping will be combined into an AutoCAD file.

Deliverables:

(1) AutoCAD topographic Survey

Task 2: Preliminary Engineering

Once authorized, OHM will commence with the preliminary engineering study to determine the scope of improvements to be constructed in 2023. Generally, this will include the following:

- Perform a field investigation of the existing storm and sanitary sewer network within East Jefferson Avenue to determine connectivity between catch basins and the sewer system. OHM will note any catch basins that are found to connect to the sanitary sewer.
- Reference previously completed smoke testing information to identify connected properties within the project limits.
- Review building permit drawings for existing commercial developments along the north side of East Jefferson Avenue. Any suspected illicit connections will be identified.
- Coordinate with the DPW staff to perform dye testing to verify illicit connections between catch basins and the sanitary sewer.
- Develop a map depicting the locations of all confirmed and suspected illicit connections and layout of potential sewers to capture drainage areas. This will include a preliminary evaluation of elevations to confirm that illicit connections can be routed to the existing storm sewer network via gravity connections.



- Prepare a preliminary opinion of probable cost and technical memorandum summarizing the findings of this work.
- Present information to City Staff for review and approval.

Deliverables:

- (1) Preliminary Engineering Tech Memorandum
- (1) Preliminary Engineer's Opinion of Probable Cost

Task 3 - Geotechnical Investigation

Based on the findings of the preliminary engineering study, soil borings will be performed within East Jefferson Avenue to determine the conditions of soils. This will include 5 borings at depths of up to 10'. OHM will also suggest that an allowance is included to allow for testing of any contaminated soils. A review of EGLE's environmental database indicates that there are several properties that at one time had leaking underground storage tanks. Although it appears most of these have been addressed, their prior existence could have impacted soils within the area. OHM will solicit proposal from G2 Consulting and SOMAT Engineers for this work.

Deliverables:

- (1) Geotechnical Report

Task 4: Construction Documents & Bidding

This task will include the work necessary to generate full plans and construction documentation necessary to solicit bids for the project. The work includes the completion of detailed engineering plans and construction documents. Specific work is as follows:

Design

- Design and prepare engineering construction drawings for the proposed storm sewer improvements. This will include a cover sheet, topographic survey, removal plan, construction plan, profile plan, miscellaneous details and utility details.
- Prepare technical specifications, front end documents and necessary appendices to assemble a complete set of contract documents.
- Develop a digital terrain model of the topographic survey to check the existing grades.
- Develop a preliminary schedule based on proposed items of work and create a project staging plan and associated specifications for the construction phase.
- Prepare a final engineer's opinion of probable cost.
- Prepare for and attend a public information meeting, if deemed necessary, or prepare information for public notice.
- Attend one (1) plan review meetings with the City Administration and DPW staff prior to bidding.

Permit Coordination

- Prepare permit applications for the City of Detroit (advance traffic control within East Jefferson Avenue) and Wayne County DPS (work within East Jefferson Avenue) and Wayne County Soil Erosion and Sedimentation Control permit. The permit application will include the construction drawings and pertinent details and specifications.



- Respond to permit comments as needed to attain approval from each agency.

Bidding

- Once documents are approved by the City, coordinate the release documents for public bidding.
- Attend one (1) pre-bid meeting and issue addenda as needed during the bidding period in response to contractor questions.
- Attend a bid opening and prepare a bid tabulation.
- Evaluate contractor submissions by reviewing submitted documents for completeness and qualifications.
- Contact references to assess past project performance and validity of submitted qualification documents.
- Provide a recommendation of potential Contractor to the City staff.
- Contract documents for execution will be prepared and transmitted to the low bidder and will be accompanied by the Notice of Award letter.
- Partially executed contract documents will be reviewed and checked for conformance with securities and insurance specifications.

Deliverables:

- (1) Final Construction Drawings
- (1) Final Engineer's Opinion of Probable Cost
- (1) Pre-Bid Meeting
- (3) Permit Applications

FEE SCHEDULE

OHM proposes to provide the above outlined professional services. The Engineering Services will be performed on a lump sum basis.

<u>Task</u>	<u>Estimated Fee</u>
Task 1 – Topographic Survey	\$7,000
Task 2 - Preliminary Engineering.....	\$7,000
Task 4 - Construction Documents	\$10,000
TOTAL(NOT TO EXCEED)	\$24,000
Task 3 – Geotechnical Investigation (by others – estimated)	\$7,000



SCHEDULE

We have assumed that the work under will be completed over a six-month period (once authorized). The schedule below provides key milestone delivery dates.

Task	Completion Date
Task 1 – Topographic Survey	January 4, 2023
Task 2 - Preliminary Engineering	Mid-January 2023
Task 3 – Geotechnical Investigation (estimated)	TBD
Task 4 - Construction Documents	February – June 2023
Design.....	April 2023
Permits.....	April 2023
Bidding	April – May 2023
Council Award	May Meeting
Construction	starting July 1, 2023

ACCEPTANCE

We hope that the above information is helpful in communicating our understanding of the project. If there are any areas that you have questions, please do not hesitate to contact us.

If this proposal is acceptable, please execute and return a copy of the proposal to us. We greatly appreciate the opportunity to assist you and look forward to working together on this project.

Sincerely,
 OHM Advisors

Patrick Droze, P.E.
 Associate, Civil Engineer

cc: Zachary Hampton, P.E.
 File

City of Grosse Pointe Park East Jefferson Sewer Separation

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

**CITY OF GROSSE POINTE PARK
WAYNE COUNTY, MICHIGAN**

**RESOLUTION TO ADOPT REGULAR MEETINGS OF THE GROSSE POINTE PARK
CITY COUNCIL FOR 2023**

WHEREAS, Grosse Pointe Park City Council is establishing its meetings for the 2023 Calendar Year., and;

WHEREAS, Chapter 6. Section 6.1 Regular Meetings of the Grosse Pointe Park City Charter states “The Council shall provide by resolution for the time and place of its regular meetings and shall hold at least one regular meeting each month. A regular meeting shall be held on the Monday following each regular city election”., and;

WHEREAS, Grosse Pointe Park City Council will meet at 7 P.M. on the 4th floor of Grosse Pointe Park City Hall located at 15115 E Jefferson Grosse Pointe Park MI 48230.,and;

WHEREAS, the meetings will take place the second Monday of every month unless otherwise rescheduled by the City of Grosse Pointe Park., and;

WHEREAS, the following meeting dates are proposed of January 9th, February 13th, March 13th, April 10th, May 8th, June 12th, July 10th, August 14th, September 11th, October 16th, November 13th and December 11th., and;

NOW, THEREFORE, BE IT RESOLVED, that I Mayor Hodges and the Grosse Pointe Park City Council hereby adopt the regular meeting dates for the Grosse Pointe Park City Council for Calendar Year 2023 on the 12th day of December, 2022

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor
City of Grosse Pointe Park, Michigan

It was moved by Member and supported by Member to adopt the Resolution.
Members Voting Yes:
Members Voting No:

The Resolution was declared adopted by the Mayor and has been recorded in the Resolution Book.

Jane Blahut, City Clerk
City of Grosse Pointe Park, Michigan



CITY COUNCIL MEETING

DATE: December 12, 2022

SUBJECT: Commission and Board Appointments

SUMMARY:

Planning Commission

Kristin Taylor – Fill Vacancy Ending September 2025

TIFA Board

Randy Cousineau – Reappoint for Full Term Ending December 2026

Mary Distel - Fill Vacancy Ending December 2023

Jim Robson – Full Term Ending December 2026

Parks & Recreation Commission – Reappoint for Full Terms Ending December 2025

Christina Buchanan

Stacey Jarvis

Paul Spratt

Board of Review – Reappoint for Full Term Ending December 2025

Michael McCuish

FINANCIAL IMPACT: N/A

RECOMMENDATION: Review and consider approval of the Mayor's proposed appointments to the listed Board and Commission positions.

PREPARED BY: Nick Sizeland, City Manager



Email: [REDACTED]

Page 99 of 155



City of Grosse Pointe Park

Board and Commission Application

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

I am a nationally recognized expert on the politics and administration of local government.

Most of my research has been on land use planning, building code revisions, and flood mapping and mitigation after disaster.

I have also done extensive research on water infrastructure in municipal government, including deferred maintenance.

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

Ph.D. in Public Administration, North Carolina State University 2012

Masters in Community Planning, University of Cincinnati, 1999

B.A. Cum Laude in Political Science, Ohio University, 1997

Occupation (if retired list former occupation)

Associate Professor, Wayne State University

Current and/or Former Volunteer Experience (including previous civic involvement)

None.



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes ☐ No

How long of you been a resident of Grosse Pointe Park (enter month and year when moved to City)
August 2013.

Are you related and/or married to any current elected officials or City staff?

☐ Yes ☒ No

If you answered yes, name the person and/or people you are related to and the relationship(s):

The following questions are applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

☐ Yes ☐ No

If yes, please provide the property address(es):

Do you own a business or work at a business within the TIFA and/or DDA?

If yes, please provide the property address(es):

Are you a resident within the TIFA and/or DDA?

☐ Yes ☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

PLEASE NOTE: Applications are kept on file for a period of 2 years. If you are not appointed within that period, you must reapply. Resumes and cover letters can be attached to this application but are not required for consideration.

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park

ATT: City Clerk

15115 East Jefferson Ave.

Grosse Pointe Park, MI 48230

By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered.

I consent for City of Grosse Pointe Park to verify the information provided.

11/28/22

Signature of Applicant

Date



City of Grosse Pointe Park

Board and Commission Application

First Name: Mary Brigid Last Name: Distel
Address: [REDACTED] City/State/Zip: 48230
Home Phone: n/a Cell Phone: [REDACTED]
Email: [REDACTED]

AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- | | |
|---|---|
| ☐ Downtown Development Authority | ☒ Tax Increment Finance Authority |
| ☐ Beautification Commission | ☐ Parks and Recreation Commission |
| ☐ Planning Commission | ☐ Board of Review |
| ☐ Ethics Review Board | |
| ☐ Other: _____ | |
| ☐ Other: _____ | |

If you are applying due to a current vacancy, how did you hear about the vacancy?

- ☐ City Website ☐ Social Media ☒ Other: Christina Anton

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- ☒ YES ☐ NO

Why do you want to serve on this board and/or commission?

(Please attach an additional page if more space is needed)

I would like to serve on the TIFA board to be a part of the growth and progress of the city of Grosse Pointe Park. I am extremely excited about the improvements being made, and I feel that my input could help shape the future of the city. Having been born and raised in the Farms, and now having lived in the Park for twelve years, I have seen a few attempts at changes throughout the city, some successful and others not. What I like about what is happening now is the development of a sense of community, through well-thought-out establishments that offer as much to the public as they do to the economy of the city. I know that a general issue within the Pointes is that many of the younger generations are moving to other cities/states to start and raise families. I believe that the ongoing developments in the Park are a huge step in reversing that demographic, and I would be pleased and honored to have a role in that.



City of Grosse Pointe Park

Board and Commission Application

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

What I have to offer to the TIFA board is a sound perspective of what may help to improve and enrich the community. I was exposed to many forms of culture growing up, and have lived in downtown Detroit for a stint, so I appreciate the balance between form and function. In addition, I am an artist and I believe that that can also benefit not only the decisions that the board must make, but the community as well.

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

St. Paul Catholic School K-8
Bishop Gallagher High School
Center (College) For Creative Studies

Occupation (if retired list former occupation)

Home Renovation

Current and/or Former Volunteer Experience (including previous civic involvement)

Multiple contributions to the street art projects for the Chamber of Commerce, including several fish, butterfly benches, dogs, and most recently, hearts.



City of Grosse Pointe Park

Board and Commission Application

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

How long have you been a resident of Grosse Pointe Park (enter month and year when moved to City)
October 2010

Are you related and/or married to any current elected officials or City staff?

☐ Yes

☒ No

If you answered yes, name the person and/or people you are related to and the relationship(s):

The following questions are applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

☐ Yes

☒ No

If yes, please provide the property address(es):

Do you own a business or work at a business within the TIFA and/or DDA?

Yes

If yes, please provide the property address(es):

Are you a resident within the TIFA and/or DDA?

☒ Yes

☐ No



City of Grosse Pointe Park

Board and Commission Application

APPLICATION CERTIFICATION

PLEASE NOTE: Applications are kept on file for a period of 2 years. If you are not appointed within that period, you must reapply. Resumes and cover letters can be attached to this application but are not required for consideration.

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park

ATT: City Clerk

15115 East Jefferson Ave.

Grosse Pointe Park, MI 48230

By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered. I consent for City of Grosse Pointe Park to verify the information provided.

Signature of Applicant

12-2-22

Date

RECEIVED
DEC 02 2022

BY:



City of Grosse Pointe Park Board and Commission Application

First Name James Robson
Last Name Robson
Address [REDACTED]
City/State/Zip Grosse Pointe Park, MI
Home Phone [REDACTED] Cell Phone [REDACTED]
Email [REDACTED]

AREAS OF INTEREST

Please check the Boards/Commission you are interested in serving on:

- ☐ Downtown Development Authority
☒ Tax Increment Finance Authority
☐ Beautification Commission
☐ Parks and Recreation Commission
☐ Planning Commission
☐ Board of Review
☐ Ethics Review Board
☐ Other: _____
☐ Other: _____

If you are applying due to a current vacancy, how did you hear about the vacancy?

- ☐ City Website
☐ Social Media
☐ Other: Council meeting

Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- ☒ Yes
☐ No

RECEIVED
DEC 07 2021

BY: hgp



City of Grosse Pointe Park Board and Commission Application

Why do you want to serve on this board and/or commission? (Please attach an additional page if more space is needed)

I live in TIFA. 46 years. Passionate about West Park.

There are numerous challenges facing the residential and business areas of the TIFA district. The TIFA is a major component in keeping West Park vibrant, safe and well maintained.

Please provide a brief summary of the areas of expertise you would bring to the board and/or commission:

GPP City Council for 28 years.



City of Grosse Pointe Park Board and Commission Application

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

B.S. in Education, Wayne State U.

M.A., Criminal Justice, University of Detroit

Occupation (if retired, list former occupation)

Police Commander

School teacher

Current and/or Former Volunteer Experience (including previous civic involvement)

GPP Planning Commission 1995-2001

Lions Club

W.V.R.D. Youth tutor program, Calvin Church

CITY CHARTER REQUIREMENTS

Registered to vote in the City of Grosse Pointe Park?

☒ Yes

☐ No

How long have you been a resident of Grosse Pointe Park (enter month and year when you moved to the City)

46 years

April, 1975



City of Grosse Pointe Park Board and Commission Application

Are you related and/or married to any current elected officials or City staff?

☐

Yes

☒

No

If you answered yes, name the person and/or people you are related to and the relationship(s):

The following questions are only applicable if you are applying to serve on the Downtown Development Authority or Tax Increment Finance Authority Boards:

Do you own property within the TIFA and/or DDA?

☒

Yes

☐

No

If yes, please provide the property address(es):

Do you own a business or work at a business within the TIFA and/or DDA?

NO

If yes, please provide business name and address:

Are you a resident within the TIFA or DDA?

☒

Yes

☐

No



City of Grosse Pointe Park Board and Commission Application

APPLICATION CERTIFICATION

Please note: Applications are kept on file for a period of 2 years. If you are not appointed within that period, you must reapply. Resumes and cover letters can be attached to this application but are not required for consideration.

Signed and completed applications can be returned via email to clerk@grossepointepark.org or by US mail to: City of Grosse Pointe Park ATTN: City Clerk 15115 East. Jefferson Avenue Grosse Pointe Park, MI 48230

By submitting this application, I certify the foregoing statements and answers are true and complete. I agree in advance that any misrepresentation or falsification of any of the above information shall be cause for rejection of this application or depending upon when the falsification is discovered. I consent for the City of Grosse Pointe Park to verify the information provided.

James E. Robson _____
Signature of Applicant

11-15-2021 _____
Date

**CITY OF GROSSE POINTE PARK
COUNTY OF WAYNE
STATE OF MICHIGAN**

RESOLUTION FOR THE TRANSFER OF PROPERTY

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on _____, 2022.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and seconded by _____:

WHEREAS, between April 2012 and November 2019, the City’s Tax Increment Finance Authority (“TIFA”) unanimously approved the purchase of the following properties (“Properties”), located within the City, for development purposes:

1. 1160 Maryland Street, Parcel ID No. 39-008-05-0010-000;
2. 1163 Lakepointe Street, Parcel ID No. 39-008-03-0049-002;
3. 1166 Maryland Street, Parcel ID No. 39.008-05-0009-000;
4. 1167 Maryland Street, Parcel ID No. 39-008-05-0008-000; and
5. 1408-1410 Lakepointe Street, Parcel ID No. 39-007-06-0037-000;

WHEREAS, the necessary documents were finalized and executed for the purchase of said Properties, with payment being made entirely with TIFA funds;

WHEREAS, the parties to the original transfer intended for the Properties to be deeded to the TIFA; and

WHEREAS, the recorded Warranty Deeds from the transfer deeded the Properties to the City.

NOW, THEREFORE, BE IT RESOLVED, the City Council does hereby authorize the transfer of the properties to the Grosse Pointe Park Northwest Tax Increment Finance Authority and grant the City Manager and/or their designee the authority to execute any and all necessary documents on behalf of the City to complete the transfer of the Properties from the City of Grosse Pointe Park to the Grosse Pointe Park Northwest Tax Increment Finance Authority for the agreed upon price of one dollar (\$1.00) per property.

RESOLUTION DECLARED ADOPTED.

YEAS: _____

NAYS: _____

ABSTENTIONS: _____

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted at a regular meeting of the City of Grosse Pointe Park, Wayne County, Michigan, on _____, 2022, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2022.

Clerk Jane Blahut
City of Grosse Pointe Park

LEASE

THIS LEASE shall have an effective date of the _____ day of _____, 2022, by and between Urban Renewal Initiative Foundation, a Michigan non-profit corporation, 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan, 48067, Landlord, and the City of Grosse Pointe Park, a Michigan municipal corporation, 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, Tenant.

ARTICLE I

LEASED PREMISES

Landlord, in consideration of the rents to be paid by Tenant and the covenants and agreements hereinafter set forth to be performed by Tenant, does hereby agree to lease unto Tenant the premises partially located in the City of Detroit, and partially in the City of Grosse Pointe Park, County of Wayne, State of Michigan, described in Exhibit A (the "Leased Premises").

ARTICLE 2

TERM OF LEASE

The term of this Lease shall commence on _____, 2022, (the "Commencement Date") and shall expire on February 28, 2023.

ARTICLE 3

RENT

Tenant covenants to pay to Landlord as rent for the Leased Premises during the term of the Lease the following: \$1.00 per month due in advance, plus all other sums which may become due hereunder, to be paid at such place provided by Landlord.

ARTICLE 4

UTILITIES

Tenant shall be responsible for and agrees to pay all charges made against the Leased Premises for gas, heat, water, electricity, and sewage disposal on the Leased Premises during the term of this Lease as the same shall become due.

ARTICLE 5

REPAIRS, MAINTENANCE, AND ACCEPTANCE OF PREMISES

Landlord hereby delivers to Tenant, and Tenant hereby accepts from Landlord, possession of the Leased Premises. Tenant represents and warrants that it has fully examined the Leased Premises and agrees that, it accepts the Leased Premises in an “as is” condition without representation or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the physical condition, usability, or suitability of the Leased Premises for the use or uses for which the Leased Premises may be put. Tenant shall maintain the Leased Premises in the condition as at the commencement of this Lease, with the exception of reasonable wear and tear or condemnation, or damages caused by Landlord or its directors, officers, employees, agents, representatives, assigns, or contractors.

ARTICLE 6

TAXES AND ASSESSMENTS

Tenant shall be responsible for and agrees to pay all taxes and assessments which may be levied or assessed by any lawful authority during each calendar year during the term of this Lease against the Leased Premises or any part thereof (hereinafter referred to as the “Taxes”).

ARTICLE 7

USE AND OCCUPANCY

It is understood and agreed between the parties that the Leased Premises during the continuance of this Lease shall be used and occupied for lawful purposes. Tenant agrees, at its own expense, to obtain all approvals, certificates, or permits of every kind and nature that may be required in order for Tenant to occupy and use the Leased Premises at any time during the term of this Lease.

Tenant agrees that it will comply with and not use or permit any person to use the Leased Premises or any part thereof for any use or purpose in violation of the laws of the United States, the State of Michigan, the ordinances or other regulations of the City of Detroit or the City of Grosse Pointe Park, or of any other lawful authorities, or the building and use restrictions in effect covering the Leased Premises. Tenant will keep the Leased Premises and every part thereof in a clean and wholesome condition and generally will comply with all lawful health and police regulations.

ARTICLE 8

LIABILITY INSURANCE AND INDEMNITY

Tenant agrees to indemnify and hold Landlord harmless from any liability, claims, actions, damages, liability, and expense, including reasonable attorney fees, in connection with the loss of life, personal injury, or damage to property arising from use of the Leased Premises. Tenant agrees that it will at all times during the term hereof carry and maintain for the mutual benefit of Landlord and Tenant and naming Landlord, any other parties in interest designated by Landlord, and Tenant as insured parties, (a) general public liability and property damage insurance with respect to the Leased Premises and the business operated by Tenant and any subtenants of Tenant in the Leased Premises against claims for personal injury, sickness or disease, death, or property damage, in, on, or about the Leased Premises, such insurance to afford protection to the limit of not less than \$1,000,000.00 in respect to each person, and to the limit of not less than \$1,000,000.00 in respect to any one occurrence causing bodily injury or death, and liability for property damage (with deductible provisions not to exceed \$500,000.00); (b) "all risk" property insurance, including fire, lightning, vandalism, malicious mischief, and extended perils for 100 percent of the insurable value of the Leased Premises which policy shall include a waiver of the right of subrogation clause in favor of Landlord; and (c) Workers' Compensation insurance required by the laws of the State of Michigan, each of which policies to the extent applicable shall include a waiver of a right of subrogation against Landlord. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies, with an insurance company or insurance companies reasonably satisfactory to Landlord. All such policies shall provide that (a) the same may not be canceled or materially modified except upon thirty days prior written notice to Landlord and (b) no act by Tenant shall cause denial of any claim by Landlord. In the event Tenant shall fail to procure such insurance and to keep such insurance in effect during the entire term hereof, Landlord may, after delivery of written notice and demand delivered to Tenant, and the expiration of a ten day cure period, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent due upon receipt by Tenant of bills thereof.

In case any action or proceeding shall be commenced against Landlord growing out of such loss, cost, damage, or expense, arising from or out of any occurrence within the Leased Premises or the occupancy or use by Tenant of the Leased Premises or any part thereof, provided such action or proceeding falls within the scope of Tenant's indemnification as set forth above, Landlord may give written notice of the same to Tenant and thereafter Tenant shall assume and discharge all obligations to defend the same and save and keep Landlord harmless from all expenses, attorney fees, costs, liabilities, judgments, and executions in any manner growing out of, pertaining to, or connected therewith.

Without affecting the coverage provided by insurance required to be maintained hereunder, Tenant releases and discharges Landlord for damages to personal property or damages to all or any portion of the Leased Premises, arising by any cause whatsoever, to the extent such damages and claims are (a) insured against, (b) required to be insured against by Tenant under this Lease, or (c) were otherwise insurable against (whether or not actually insured). This provision is intended to waive, fully and for the benefit of Landlord, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party

pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this Article 8.

ARTICLE 9

ADDITIONAL INSURANCE

Tenant shall procure such insurance as a reasonably prudent person in the business of Tenant would maintain (but in no event less than the insurance Tenant has in effect upon commencement of this Lease) on Tenant's property located on or about the Leased Premises. Tenant shall cause each insurance policy procured by it covering its property on the Leased Premises to be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Landlord in connection with any loss or damage covered by any such policies.

ARTICLE 10

DESTRUCTION AND RESTORATION

In the event of any damage or loss to the Leased Premises during the term of this Lease by reason of fire or other casualty, either Tenant or Landlord shall have the right to terminate this Lease upon written notice within 30 days of such casualty to the other, and in such event, the termination shall be retroactive to the date of the casualty. If neither Landlord nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect and Tenant shall promptly repair or rebuild the same at Tenant's expense so as to make the building at least equal in value to the building existing immediately prior to the occurrence and as nearly similar to it in character and quality as shall be practicable and reasonable. If this Lease is terminated under this Article 10, all insurance proceeds paid as a result of such fire or other casualty shall be paid to Landlord with the exception of any proceeds attributable solely to Tenant's personal property which proceeds shall be paid to Tenant.

ARTICLE 11

ALTERATIONS

The parties agree that Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the written consent of Landlord. Upon the termination of this Lease, Tenant shall not remove any alterations, additions, or improvements and any such alterations, additions, or improvements shall be the property of Landlord and shall remain upon and be surrendered with the Leased Premises. All alterations and all repairs and restorations shall be made by contractors properly licensed and insured for all risks including without limitation construction and general liability, evidenced by appropriate certificates of insurance.

ARTICLE 12

MECHANIC'S LIENS

Tenant shall not suffer or permit any mechanic's liens to be filed against the Leased Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant or anyone holding the Leased Premises or any part thereof through or under Tenant. If any such mechanic's lien shall at any time be filed against the Leased Premises, Tenant shall cause the same to be discharged of record within twenty days after the date of filing the same. If Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, after written notice to Tenant, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is, or may be, prescribed by law. Any amount paid by Landlord for any of the aforesaid purposes, and all reasonable legal and other expenses of Landlord, including reasonable attorney fees, in or about procuring the discharge of such lien, together with all necessary disbursements in connection therewith, and together with interest thereon at the rate of seven percent per annum, but from the date of payment, shall be repaid by Tenant to Landlord on demand, and if unpaid may be treated as additional rent. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien law.

ARTICLE 13

WASTE

Tenant covenants not to do or suffer any waste, damage, disfigurements, or injury to the Leased Premises or any improvement now or hereafter on the Leased Premises, or the fixtures and equipment thereof, or permit or suffer any overloading of the floors thereof.

ARTICLE 14

EMINENT DOMAIN

If the whole or a substantial portion of the Leased Premises shall be taken by any public authority under the power of eminent domain, Landlord or Tenant may terminate this Lease upon written notice to Landlord within 30 days following entry of a final order condemning the Leased Premises or any portion thereof or purchase by a deed in lieu of condemnation or continue this Lease. In the event neither Landlord nor Tenant shall elect to terminate this Lease, Landlord shall make all necessary repairs to the Leased Premises to render and restore the same to the complete architectural unit and Tenant shall continue in possession of the portion of Leased Premises not taken under the power of eminent domain under the terms and conditions of this Lease. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures or moving expenses.

ARTICLE 15

ASSIGNMENT AND SUBLETTING

Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet the Leased Premises or any part thereof and any such assignment, mortgage, hypothecation, sublet, or transfer shall be void ab initio and without force or effect. In the event of any such assignment or transfer, Tenant shall remain fully liable to perform all of the obligations under this Lease. In the event of any assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage, or subletting without such written consent, in addition to any other right or remedy Landlord may have under the provisions of this Lease, Landlord shall have the right to terminate this Lease and/or to re-enter and repossess the Leased Premises but Landlord's rights to damages shall survive and Tenant shall in no way be released from any of its obligations under this Lease. In the event of an assignment of the Lease or subletting of the Leased Premises, with or without Landlord's consent, Tenant shall remain liable for any and all its obligations under this Lease.

ARTICLE 16

Intentionally deleted.

ARTICLE 17

BANKRUPTCY OR INSOLVENCY

Neither this Lease nor any interest herein nor any estate hereby created shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the United States Bankruptcy Code (the "Bankruptcy Code").

In the event the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state insolvency or bankruptcy act or the Bankruptcy Code, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in any such event, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date set forth herein and fixed for the expiration of the Lease term, and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

Upon filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agree as follows: (1) to perform each and every obligation of Tenant under this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court; and (2) to pay monthly in advance on the first day of each month as reasonable compensation for the use and occupancy of the Leased Premises an amount equal to the rent and other charges otherwise due pursuant to this Lease; and

(3) to reject or assume this Lease within the time stipulated in the Bankruptcy Code without extension; and (4) to do all other things of benefit to Landlord required under the Bankruptcy Code.

No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord. Anything contained in this Article 17 to the contrary notwithstanding, it shall only be a default by Tenant under this Lease if Tenant makes an assignment of substantial assets for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law that is not dismissed within ninety (90) days, or whenever a petition is filed by or against (to the extent not dismissed within ninety (90) days) Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any state or federal law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Code or similar state or federal law, or whenever a receiver of Tenant, or of, or for, the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

ARTICLE 18

DEFAULT AND REMEDIES

If the Tenant shall default in the performance of or compliance with any term or provision of this Lease and such default shall continue for a period of ten days after written notice thereof is given to the Tenant, or, in the case of any such default which cannot with due diligence be cured within ten days, the Tenant shall fail to proceed promptly after the giving of such notice and with due diligence to prosecute the curing of such default within such period as may be necessary to permit the same to be the continuance thereof, the Landlord may at its option, by written notice to the Tenant, designate a date, not less than ten days from the giving of such notice, on which this Lease shall terminate. Upon a default as described above, Landlord shall have all remedies available to a landlord under Michigan law whether legal or equitable. All rights and remedies of Landlord under this Lease shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

It shall be deemed an default by Landlord if Landlord fails to perform any of its representations, warranties, covenants or obligations under this Lease and fails to cure such default within 30 days after written notice from Tenant specifying the nature of such default (provided, if the nature of such failure of performance does not constitute an emergency and is such that more than 30 days is required to cure such failure of performance, then such a 30 day period shall be extended for such reasonable period provided that Landlord commences such cure within such 30 day period and thereafter diligently pursues such cure to completion). Tenant may terminate this Lease as its sole remedy for any default by Landlord under this Lease.

In the event of any action by Landlord or Tenant to enforce the provisions of this Lease, the prevailing party shall be entitled to seek collection from the non-prevailing party the costs of such action including without limitation reasonable attorney fees.

ARTICLE 19

NON-WAIVER

Waiver of any one breach of the covenants or conditions of this Lease or the non-performance of the same for any particular time shall not be construed as a waiver of any succeeding breaches of the same or other covenant or condition hereof, and the consent or approval by Landlord or Tenant to or of any act by the other requiring Landlord's or Tenant's consent or approval shall not be deemed to waive or render unnecessary consent or approval to or of any subsequent similar act. If either party brings any action or legal proceeding for damages for an alleged breach of any provision of this Lease, to recover rent, or other sums due, to terminate the tenancy of the Leased Premises or to enforce, protect or establish any term, condition or covenant of this Lease or right of either party, the prevailing party shall be entitled to recover as a part of such action or proceedings, or in a separate action brought for this purpose, reasonable attorneys' fees and costs.

Subject to Tenant's rights of offset and deduction as may be provided in this Lease, no payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

ARTICLE 20

Intentionally Deleted.

ARTICLE 21

Intentionally Deleted.

ARTICLE 22

SECURITY DEPOSIT

Landlord hereby acknowledges the receipt of \$0.00 from Tenant as a refundable security deposit. This deposit will be returned to Tenant upon the termination of the Lease if the Premises are delivered to Landlord in the same condition as delivered to Tenant, with the exception of reasonable wear and tear.

ARTICLE 23

ENVIRONMENTAL MATTERS

A. Definitions. For the purposes of this Article, the following definitions apply:

“Governmental Regulation” means any law, regulation, rule, policy, ordinance, or similar requirement of the United States, any state, and any country, city, or other agency or subdivisions of the United States or any state relating to the manufacture, refinement, storage, transportation, treatment, handling, disposal, transfer, production, use, or processing of Hazardous Material as hereinafter defined.

“Hazardous Materials” include, without limitation, any flammable, explosive, or radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, and related materials as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) and as same may be defined in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local government law, ordinance, rule, or regulation.

A. Tenant’s Representations and Warranties. Tenant agrees as follows:

1. Tenant will not use Hazardous Materials on, from, or affecting the Leased Premises in any manner which violates any Governmental Regulation governing the use, storage, treatment, transportation, manufacture, refinement, handling, production, or disposal of Hazardous Materials.

2. Tenant shall keep and cause the Leased Premises to be kept free of Hazardous Materials except to the extent that such Hazardous Materials are stored for use in Tenant’s normal course of business and same shall be stored and used in strict compliance with all applicable Governmental Regulations. Without limiting the foregoing, Tenant shall not cause or permit the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials, except in compliance with all applicable Governmental Regulations; nor shall Tenant cause or permit, as a result of any action or omission on the part of Tenant or any subtenant or occupant, a release, spill, leak, or emission of Hazardous Materials onto the Leased Premises or onto any other contiguous property.

3. In the event the Leased Premises are contaminated by Hazardous Materials, and such contamination was caused by Tenant during Tenant’s possession of the Leased Premises, Tenant shall be solely responsible for and bear the full cost of all investigations, including a comprehensive environmental audit, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials, containers, contaminated soil, or materials on, under, from, or affecting the Leased Premises as required by all applicable Governmental Regulations, to the reasonable

satisfaction of Landlord, and in accordance with the orders and directives of all federal, state, and local governmental authorities. The provisions of this paragraph shall only apply to all Hazardous Materials on, under, from, or affecting the Leased Premises as a result of either intentional or unintentional acts or omissions on the part of Tenant, any subtenant or any of their shareholders, members, officers, directors, employees, agents, representatives, contractors, licensees, guests, and invitees, as the case may be.

4. Tenant shall:

(a) Do all things necessary to assure that the representations, warranties, and covenants made or to be performed by Tenant and set forth herein are met and continue to be accurate and correct;

(b) Assure that all persons or entities acting on behalf of Tenant are aware of and comply with the obligations of Tenant under this Article;

(c) Conduct periodic reviews of the use of the Leased Premises and the activities of Tenant to assure compliance with the obligations of Tenant under this Article; and

(d) Promptly (i) notify Landlord in writing if any representation, warranty, or covenant set forth in this Article 23 is incorrect and (ii) to the extent that it is Tenant's obligation under the terms and provisions of this Lease, take steps necessary to correct same immediately.

5. Tenant shall defend, indemnify, and hold harmless Landlord, its employees, agents, officers, managers, and members from and against any and all claims of every kind and nature, known or unknown, contingent or otherwise, demands, criminal and civil penalties, fines, liabilities, settlements, judgments, damages, costs, or expenses, including, without limitation, actual reasonable attorney and consultant fees, investigation and laboratory fees, court costs, and all litigation expenses, arising out of or in any way related to the following provided the same are the result of the acts or omissions of Tenant during Tenant's possession of the Leased Premises: (1) the presence, disposal, release, or threatened release of any Hazardous Materials on, over, under, from, or effecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons, or animals; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or in any way related to the presence of such Hazardous Materials on the Leased Premises; (3) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials with respect to the Leased Premises; and/or (4) any violation of Governmental Regulations which are based upon or in any way related to such Hazardous Materials on the Leased Premises resulting from the acts or omissions of Tenant.

6. Tenant shall, upon termination, surrender or expiration of this Lease, deliver the Leased Premises to Landlord free of any and all Hazardous Materials resulting from the acts or omissions of Tenant which are then required to be removed (whether over time

or immediately) pursuant to applicable Governmental Regulations then in force affecting the Leased Premises.

7. The provisions of this Article 23 shall be in addition to any and all other obligations and liabilities which Tenant or Landlord may have under the Lease and in common law and shall survive (a) the payment of all sums due to Landlord under the Lease for rent and expenses, (b) the satisfaction of all of the other obligations of Tenant or Landlord under the Lease, and (c) the termination, surrender, or expiration of the Lease.

8. Tenant's and Landlord's covenants under Article 23 are nondelegable and nonassignable.

ARTICLE 24

ENTIRE AGREEMENT

This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Leased Premises, and Landlord and Tenant respectively acknowledge that there are no covenants, promises, agreements, representations, inducements, conditions, or understandings, either oral or written, between Landlord and Tenant other than herein set forth. No alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

ARTICLE 25

QUIET ENJOYMENT AND TERMINATION

Landlord warrants that Tenant, upon paying the rents hereinbefore provided and in performing each and every covenant hereof, shall peacefully and quietly hold, occupy, and enjoy the Leased Premises throughout the term hereof without molestation or hindrance by any person holding under or through Landlord.

On the termination of Tenant's occupancy of the Leased Premises, the Leased Premises shall be delivered to Landlord in the same condition as delivered to Tenant, with the exception of reasonable wear and tear.

ARTICLE 26

Intentionally deleted.

ARTICLE 27

LANDLORD'S LIABILITY

If Landlord shall fail to perform any covenant, term, or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment will be collectible only out of Landlord's interest in the Building or through voluntary cash payment by Landlord and Landlord shall not be liable for execution or levy upon other assets or for any deficiency. Unless otherwise provided in this Lease, and subject to the performance of Landlord's obligations under this Lease, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Leased Premises, nor shall Landlord be liable for injury to the person of Tenant's employees, agents, or contractors whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Leased Premises or upon the Property or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Tenant. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Leased Premises are located.

ARTICLE 28

Intentionally Deleted.

ARTICLE 29

Intentionally Deleted.

ARTICLE 30

NOTICES

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be delivered, and deemed received upon being, personally delivered, three day after postage by First Class Mail postage prepaid, or immediately upon transmission by e-mail, and shall be addressed (a) if to Landlord, at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan, 48067, Attention Stephen J. Pokoj, spokoj@fildewhinks.com and apaulschaap@comcast.net, or at such other address as Landlord may designate by written notice, and (b) if to Tenant, at 15115 East Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, Attention Nick Sizeland, Nick Sizeland sizelandn@grossepointepark.org, or such other address as Tenant shall designate by written notice, provided the sender retains satisfactory proof of mailing or transmission.

ARTICLE 31

CAPTIONS

The captions of the paragraphs in this Lease are inserted and included solely for convenience and shall never be considered or given any effect in construing the provisions hereof if any question or intent should arise.

ARTICLE 32

TERMINOLOGY

All personal pronouns used in this Lease, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. The singular shall include the plural and vice versa.

ARTICLE 33

MISCELLANEOUS

Except as otherwise expressly provided for in this Lease, This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns. No obligation of Landlord or Tenant shall arise under this Lease until this Lease is signed by, and delivered to, both Landlord and Tenant. All prior understandings, contemporaneous oral agreements, representations and statements, and all prior written agreements, letters of intent and proposals, between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify, waive, amend, discharge, change or terminate this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of any waiver, modification, amendment, discharge, termination, or change is sought. Time is of the essence for this Lease. THE LANDLORD AND THE TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PROPERTY, LEASED PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE, THE PROPERTY OR THE LEASED PREMISES. All Riders and Exhibits attached hereto and executed (or initialed) both by Landlord and Tenant shall be deemed to be a part hereof and hereby incorporated herein. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

SIGNATURES

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

URBAN RENEWAL INITIATIVE
FOUNDATION, a Michigan non-profit
corporation

By: _____

Its: _____

Dated: _____

TENANT:

THE CITY OF GROSSE POINTE
PARK, a Michigan municipal
corporation

By: _____

Its: _____

Dated: _____

EXHIBIT A

The Leased Premises is comprised of