



AGENDA - City Council

DATE: February 3, 2025 6:00 PM City Council Chambers

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Closed Session- MCL 15.268(1)(h)
- V. Public Safety Awards
- VI. Approval of Consent Agenda
 - I. Approval of January 13, 2025 Minutes
 - II. Committee & Commissions Report
 - III. Receive Planning Commission 2024 Annual Report and 2025 Work Plan
 - IV. Approval of Poverty Exemption Guidelines
 - V. Black History Month Resolution
 - VI. CDBG Allocation for Fiscal Year 2025
 - VII. City Manager/Public Safety Report
 - VIII. Invoices over \$5,000
- VII. Public Comment (Agenda Items)
- VIII. Approval of Regular Agenda
- IX. Unfinished Business
- X. New Business
 - I. Public Safety Annual Report
 - II. Jefferson Sewer Separation Agreement
 - III. 15175 East Jefferson – DDA request
 - IV. Interlocal Agreement Senior Services
 - V. Trombly School Update and Next Steps
 - VI. Recreation Commission Appointments
 - VII. Amendment and Supplement to Employee Benefits Policy
 - VIII. Council Comment
- XI. Public Comment (Non-Agenda Items)
- XII. 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 OF GROSSE POINTE PARK, MICHIGAN
MEETING OF THE CITY COUNCIL
January 13, 2025, at 7:00 P.M.

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Mayor Hodges and opened with the Pledge of Allegiance to the Flag. The meeting convened at the Council Chambers of the Municipal Building, 15115 E. Jefferson, Grosse Pointe Park, Wayne County, Michigan 48230.

ROLL CALL

PRESENT MEMBERS: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan, and Mayor Hodges.

EXCUSED: Mayor Pro-Tem Caulfield

ALSO PRESENT: City Attorney- Dan Kelly, City Manager- Nick Sizeland, Assistant City Manager – Warren Rothe.

25-1

Motion by Councilmember Wiener, seconded by Councilmember Dreaver, to appoint Mr. Rothe City Clerk for this evening's City Council meeting.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

APPROVAL OF CONSENT AGENDA

25-2

Motion by Councilmember Wiener, seconded by Councilmember Gallagher, to approve to go into Zoning Board of Appeals.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

ZBA PUBLIC HEARING:

1 public comment was made

25-3

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to grant the requested variance at 15450 Windmill Pointe Drive from Section 3.05(A) of the Zoning ordinance authorizing the construction of an inground pool in the side yard of the property based upon the following findings of fact:

1. The strategic placement of the proposed inground pool outside of the existing Flood Zone is considered a best practice, to minimize future impacts and obstructions (ex: limit the potential for breaking or flooding and the pool debris impacting the primary structure, adjacent homes, etc.).
2. An inground pool is an established common use of the property in this area and zoning district; it is reasonable that the subject property owner should be able to install and enjoy such a use.
3. The proposed inground pool does not impair the intent and purpose of the Zoning Ordinance. As designed, the pool complies with all other required standards of Section 3.05: Swimming Pools (excluding the rear yard requirement) and even exceeds a number of those minimum requirements.
4. With the proposed increased setbacks, and as the subject property is a wider lot than some others, it is not anticipated that the proposed variance will negatively impact the public health, safety, and welfare of the community.
5. The proposed location of the pool in the side yard does not negatively impact either of the two Master Plan goals for neighborhoods and sustainability. As the location is proposed outside of the FEMA Flood Zone, the design appears to support future flooding mitigation.
6. While the subject property contains new construction, the location of the FEMA Flood Zone AE is outside of the control of the applicant and practically limits the use of the property, in the interest of ensuring future safety for the property and adjacent homes.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-4

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to move out of Zoning Board of Appeals and back into our regular City Council Meeting.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carries Unanimously

25-5

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to approve the consent agenda.

- I. Approval of December 9, 2024, Minutes
- II. Committee & Commissions Report
- III. Pump Station Maintenance Items
- IV. Short-Term Disability Insurance Proposal
- V. City Manager/Public Safety Report
- VI. Invoices over \$5,000

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

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NAYS: None

Motion Carried Unanimously

PUBLIC COMMENT (AGENDA ITEMS):

0 public comments were made.

25-6

Motion by Councilmember McMillan, seconded by Councilmember Wiener to approve the Regular Agenda.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

25-7

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to receive and file the Fiscal Year 2024 Audit Financial Statements.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carries Unanimously

UNFINISHED BUSINESS: No Unfinished Business

NEW BUSINESS:

25-8

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to approve the following recommendation of the appointment of Denzel Faulken to the Planning Commission to fill the seat of former member Kristin Taylor who submitted her resignation effective January 1st, 2025. Denzel will complete the term ending September 30th, 2025.

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

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NAYS: None

Motion Carried Unanimously

25-9

Motion by Councilmember McMillan, seconded by Councilmember Gallagher, to approve the following reappointments to the Board of Review:

3-Year Terms Ending in 2028

Re-appointments

Andrew Harr

Marissa Cavaliere

Jody Bruce - Alternate

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges

NAYS: None

Motion Carried Unanimously

COUNCIL COMMENT:

-Councilmember Gallagher commented on the following: a good idea if we had a review from our outsourced EMS folks, I think it's important we keep track of how they are performing, making sure that they are hitting the few minute marks that they have committed to.

-Councilmember Wiener commented on the following: Quarterly Infrastructure Meetings. Wants to commend Councilmember McMillan, he has been working very hard and diligently. I appreciate him and am impressed working with him.

-Councilmember Dreaver commented on the following: Conversations about Public Safety and break-ins and things that have been going on in the city, wants to give props to City Manager Sizeland and Chief Bostock, there has been no resistance on working on these issues. I've been really impressed. Also, Chili Fest, February 1st I hope to see everyone there.

-Mayor Hodges commented on the following: Wish everyone a Happy New Year, looking forward to working together in 2025. Coming back into town on Saturday it was so nice to be welcomed by the holiday light displays and to just be reminded of what a great community this is. The plows were out as well, which showed me that this staff team is working hard and making sure our service levels remain high as well.

PUBLIC COMMENT (NON-AGENDA ITEMS)

1 Public Comment was made.

25-10

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve to go into closed door session

AYES: Councilmembers Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

Return to Open Council Meeting

25-11

Motion by Councilmember Wiener, seconded by Councilmember McMillan, to approve and authorize the \$12,000 increase to base pay for the City Manager based on the research that was completed in tandem with an increase from 5 to 10% of the retirement 457 match for the City Manager.

AYES: Councilmembers Kolar, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: Councilmember Gallagher

Motion Carried Unanimously

ADJOURNMENT

Motion by Councilmember Wiener, seconded by Councilmember Kolar, to approve to adjourn the meeting.

AYES: Council members Kolar, Gallagher, Wiener, Dreaver, McMillan and Mayor Hodges.

NAYS: None

Motion Carried Unanimously

With no further business, the meeting adjourned at 9:09 p.m.

Bridgette Bowdler - City Clerk
Danielle Caudill- Deputy City Clerk

Grosse Pointe Park Infrastructure General Updates and Status Report February '25:

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

Infrastructure Meeting

The quarterly infrastructure meeting was held on January 7th. Tentatively the next meeting will be held at the beginning of the next quarter, April/May timeframe.

DPW Communications

The Department of Public Works will be making a concerted effort to continue increasing communications and feedback on city services. This includes further integration with the city website regarding key dates and service windows as well as working to further upgrade and streamline direct resident responses.

Leaf Pickup Follow Up

The new leaf pickup equipment that the city purchased is working very well. However, it is important that residents keep leaf piles clear of branches and sticks. Unfortunately, we continue to find that some homes have other yard debris thrown into piles, this results in clogs and blockages of the leaf pickup hardware, slowing down service and potential causing maintenance work.

Pump Station Maintenance

The pump station well cleanouts and annual maintenance is being scheduled and prepared for as per our normal preventative maintenance, this is being planned well before rainy season.

Water Main and Lead Service Line Projects for 25/26

The primary water main projects for this upcoming year (Budget and Cost allowing) have been designated as:

- Beaconsfield from Jefferson to Essex
- Mack Avenue from Berkshire to Buckingham
- Mack from 3 Mile to Audubon
- Water Main under Patterson: installation of a loop

As before these specific projects were selected for a confluence of goals, including but not limited too, concentration of lead lines, frequency of breaks, geographic location, continuous improvement of water quality and improving localized and system wide water pressure.

Jefferson Sewer Separation

In a previous report it was presented that due to added requirements from Wayne County the budget for the Jefferson sewer separation had a substantial overrun. The project was originally projected to cost roughly \$800,000, with the cost being split between Grosse Pointe Park and the Schaap Center. Unfortunately, due to added requirements the new projected cost came in at approximately \$1,000,000. However, we are thrilled to report that the Schaap Center has generously committed to covering the cost overruns, so we do not anticipate any delay in this project which furthers infrastructure's primary goal of drying the city systems.

Road Resurfacing Projects for 25/26

The primary resurfacing projects for this upcoming year (Budget and Cost allowing) have been designated as:

- Charlevoix from Beaconsfield to Bedford
- Kercheval city lots between Lakepoint and Beaconsfield
- Windmill Pointe Park's overflow Lot
- Spot Patching focusing on Upper Bedford and Trombly



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Receive Planning Commission 2024 Annual Report and 2025 Work Plan

SUMMARY: At its January 23, 2025 meeting, the Planning Commission the submission of its 2024 Annual Report and 2025 Work Plan to the City Council in accordance with the requirements of the Michigan Planning Enabling Act.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Receive the Planning Commission 2024 Annual Report and 2025 Work Plan.

PREPARED BY: Warren Rothe, Assistant City Manager



**2024 Annual Planning Report of Planning
Commission Activities and 2025 Work Program**

City of Grosse Pointe Park, Michigan

Introduction

The Michigan Planning Enabling Act (MPEA), Public Act 33 of 2008, provides for the creation of the Planning Commission and prescribes the powers and duties assigned thereto. The Michigan Zoning Enabling Act (MZEA), PA 110 of 2006, provides for the adoption of a zoning ordinance, the establishment of zoning districts and the powers and duties of municipal officials, the Planning Commission, and the City Council as it relates to the administration and enforcement of the ordinance.

This report is for submission to the City Council in accordance with the requirements of Section 125.3819(2) of the MPEA as follows: *“A planning commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.”*

Commission Members

The following members served throughout the 2024 calendar year. Thank you for your service!

- Patrick Coletta, Chair
- Michael Vethacke, Vice-Chair
- Kristin Taylor
- Matthew Evans
- Michele Hodges
- Jimmy Saros
- Devan Stachecki
- Mike Kozak

Assistant City Manager and Commission Secretary Warren Rothe provided staff support throughout the year.

2024 Commission Meetings & Attendance

<u>Member</u>	<u>1/22/24</u>	<u>03/18/24</u>	<u>04/22/24</u>	<u>05/20/24</u>	<u>06/17/24</u>	<u>07/22/24</u>	<u>8/26/24*</u>	<u>10/21/24</u>	<u>11/20/24*</u>	<u>12/2/24</u>
Coletta	X	X	X	X	X	X	X		X	X
Evans		X	X				X			
Hodges	X	X	X	X		X	X		X	X
Saros	X		X	X	X	X		X	X	X
Stachecki	X	X	X	X	X	X	X	X	X	X
Vethacke	X	X	X	X	X	X	X	X	X	X
Taylor		X	X		X	X		X		X
Kozak								X	X	X

*Indicates a joint meeting with the City Council

Responsibilities

The Planning Commission's basic duties and responsibilities include the following:

- Review site plans as required by the Zoning Ordinance.
- Conduct public hearings and make recommendations to the City Council regarding requests for special use permits and rezonings.

- Conduct public hearings and make recommendations to the City Council regarding amendments to the Zoning Ordinance text & map, and the Master Plan.
- Update and maintain the Master Plan in accordance with the MPEA.
- Review and comment on any proposed Master Plans or Master Plan amendments for other communities as required by the MPEA.
- Provide recommendations on capital improvements as required by the MPEA.

Planning Commission Applications

No applications for zoning text and map amendments, site plans, or special land use permits were made in 2024.

Zoning Board of Appeals

The Zoning Board of Appeals (ZBA), consisting of the City Council, met twice in 2024 to consider the following request:

Fence Exception Application: 15800 Jefferson – The Zoning Board of Appeals twice considered an exception to the front-yard fence requirement (Section 27-100(b) of the Zoning Ordinance) for a proposed front-yard fence at 15800 Jefferson. The applicant amended his application after the July ZBA meeting and received approval at the ZBA's subsequent meeting in September.

2022 Master Plan Implementation and 2024 Work Plan Review

The 2022 Master Plan contains many recommendations and action items to ensure its successful implementation. In 2024, the Planning Commission and City Council have made progress on the following items that were listed as high importance in the Plan and part of the Commission's 2024 Work Plan.

1. Comprehensive Zoning Ordinance Rewrite – Over the course of 2024, the Planning Commission considered several revised drafts of the comprehensive zoning ordinance. The Commission held the required public hearing on December 2nd, 2024, and recommended the ordinance be adopted by the City Council. On December 9th, 2024, the City Council adopted the new ordinance and map.

"The City will update its Zoning Ordinance to reflect best practices and implement the goals and strategies in this Master Plan."¹

2. Redevelopment Ready Communities Program – The Master Plan calls for the City to obtain certification through the Michigan Economic Development Corporation's Redevelopment Ready Communities (RRC) Program. The initial Community Snapshot was completed in January 2023. At the end of 2024, the City had completed 52% of the requirements to receive the Essentials Certification. With the recent adoption of the new Zoning Ordinance (currently under review by RRC staff), most of the remaining requirements have been fulfilled. The City expects to achieve certification in the first half of 2025.

¹ Grosse Pointe Park 2022 Master Plan – pg. 116

- a. Goal: “The City will foster an environment that is supportive of local businesses and work with its partners to attract and retain small businesses, while maintaining a strong local tax base. New and rehabbed buildings will be consistent with the character and historic nature of Grosse Pointe Park.”
 - b. Objective: “Develop Grosse Pointe Park as an activity center for residents and location for new investment and business.”
 - c. Strategy: “Coordinate with the Michigan Economic Development Corporation (MEDC) to become certified as a Redevelopment Ready Community (RRC) to capitalize on technical assistance and resources that MEDC can provide.”²
3. Capital Improvements Plan – The Planning Commission prepared a [six-year capital improvements plan](#) (CIP) to guide the City’s investments for years to come, in accordance with both the MPEA requirements and RRC best practices. The plan identifies \$41.8 million in potential projects across the six-year period. Of the 26 projects identified for Fiscal Year (FY) 2025, 19 received funding in the FY 2025 budget. Below is a table from the plan summarizing the proposed projects by Program area.

Summary by Program							
Program	Total CIP	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Buildings & Facilities	\$ 1,255,000	\$ 115,000	\$ 680,000	\$ 460,000	\$ -	\$ -	\$ -
Equipment	\$ 2,055,500	\$ 522,500	\$ 880,000	\$ 530,000	\$ 90,000	\$ 19,000	\$ 14,000
Information Technology	\$ 364,600	\$ 39,600	\$ 65,000	\$ 215,000	\$ 15,000	\$ 15,000	\$ 15,000
Streets & Sidewalks	\$ 7,500,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000
Storm Sewer	\$ 2,150,000	\$ 400,000	\$ 250,000	\$ 1,500,000	\$ -	\$ -	\$ -
Sanitary Sewer	\$ 18,500,000	\$ 4,250,000	\$ 250,000	\$ 6,900,000	\$ 200,000	\$ 6,700,000	\$ 200,000
Water Distribution	\$ 9,350,000	\$ 2,850,000	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000
Vehicles	\$ 720,000	\$ 120,000	\$ 80,000	\$ 180,000	\$ 130,000	\$ 130,000	\$ 80,000
Totals:	\$ 41,895,100	\$ 9,547,100	\$ 4,755,000	\$ 12,335,000	\$ 2,985,000	\$ 9,414,000	\$ 2,859,000

“Develop, adopt, and maintain a Capital Improvements Program that includes public infrastructure and facilities upgrades needed to implement the Master Plan.”³

4. Additional Items from the Master Plan – In addition and oftentimes in companionship with the comprehensive zoning ordinance rewrite, the additional major strategies from the 2022 Master Plan were advanced in 2024:

Identify priority Residential Buildings Design Guidelines in the Zoning Ordinance	Included in the Zoning Ordinance
Coordinate with the Grosse Pointe Public School System to collaborate on the future of Trombly Elementary School to ensure it remains a community asset.	The City Council passed two resolutions supporting Trombly as a community asset and requesting action be taken by the School Board. Additionally, Trombly was rezoned to the civic district as part of the new zoning ordinance.
Identify priority Commercial Buildings Design Guidelines in the Zoning Ordinance	Included in the Zoning Ordinance

² *Id* – pg. 111

³ *Id* – pg. 118

Conduct a sidewalk assessment to include evaluation of sidewalk conditions and prioritize for maintenance and repair.	The City implemented a five-year sidewalk replacement program utilizing maintenance districts created by the Department of Public Works.
Conduct a tree inventory	The City applied for a DNR grant to fund the creation of a tree inventory. The application was pending at the end of 2024.
Develop standards to encourage low impact development practices, such as stormwater management and green infrastructure	Included in the Zoning Ordinance

2025 Work Plan

The 2025 Work Plan of the Planning Commission entails overseeing the implementation and administration of the newly adopted zoning ordinance, which came into effect at the end of 2024. The Commission, along with relevant staff and stakeholders, will persist in pursuing certification as a Redevelopment Ready Community. As part of the RRC process and in accordance with the MPEA, the capital improvement plan will undergo an update and be presented to the City Council for their final approval. The Planning Commission will continue to review the proposed activities consistent with the City's Master Plan.



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Approval of Poverty Exemption Guidelines

SUMMARY: To establish that the Poverty Guidelines, *Public Act 253 of 2020*, are the most current order from the State of Michigan and remains the adopted Poverty rules for Grosse Pointe Park. This reaffirms that the Assessing department will remain in compliance with current Michigan Compiled Law. Having items confirmed, upholds that the Assessing office will meet current standards that will be tested by the Audit of Minimum Assessing Requirements (AMAR). This audit will be taking place in 2025 on the 2025 Grosse Pointe Park Assessment Roll.

FINANCIAL IMPACT: N/A

RECOMMENDATION: Adopt the resolution as presented.

PREPARED BY: Nick Sizeland, City Manager

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

RESOLUTION ADOPTING GUIDELINES FOR POVERTY EXEMPTIONS

At a regular meeting of the City Council for the City of Grosse Pointe Park, Wayne County, Michigan, held in the Municipal Building of said City, on the 3rd day of February 2025 at 7:00 p.m., the following resolution was adopted.

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the adoption of guidelines for poverty exemptions is required of the City council; and,

WHEREAS, the principal residence of persons, who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in part from taxation under Public Act 253 of 2020 (MCL 211.7u); and,

WHEREAS, pursuant to PA 253 of 2020, the City of Grosse Pointe Park, Wayne County adopts the following policy for the Board of Review to implement:

1. Exemptions will be granted to owners of homesteads only. Property must be granted at least a 50% homestead exemption from the State of Michigan.
2. Per, MCL 211.7u(3), the application for consideration must be received by the Assessor's Office at least one day prior to the last session of the Board of Review. The application can be made by mail, if received one day prior to the last session of the Board of Review.
3. All applicants must file a claim with the Board of Review on a form prescribed by the State Tax Commission. The application must be filled out in its entirety and all requested documentation must be attached. If an area does not apply to the applicant, "N/A" must be used. If the application is not complete or requested documentation is not included, the Board of Review will deny the exemption. All pages included with this application must be returned when the application is submitted for review.
4. Per MCL 211.7u(7), a person who files a claim for Poverty exemption IS NOT prohibited from also appealing the assessment on the property to the Board of Review in the same year.
5. The poverty threshold for eligibility for a poverty exemption is the Federal income

standards established by the United States Office of Management and Budget for the previous calendar year. To be eligible for a poverty exemption from property taxes, the income of the property owner (household) must be less than the poverty threshold for the number of persons within the household.

6. All income and assets for persons in the household are reported in accordance with a form prescribed by the State Tax Commission.
 - a. Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence must be included with the application including any property tax credit returns. The tax returns may be from the current or preceding tax year. If any person in the household is not required to file federal or state tax returns, the included affidavit, form 4988, must be completed by each person that does not file taxes.
 - b. The most recent statement for all bank accounts, investments, IRAs, CDs, 401Ks, money market, annuities, etc. The statement submitted must be complete with no missing pages and submitted for all persons residing in the home.
 - c. Proof of income/assets from the Social Security Administration, Veterans Administration, Medicare, Medicaid, Bridge Card, and any College/University scholarships for all persons residing in the home.
 - d. The most recent mortgage statement of the primary residence under review, including any reverse mortgages.
 - e. If primary residence being sought for exemption was purchased within the past two years of this application, homeowner's closing statements must be submitted with application.
7. Maximum total allowed assets, including amounts in banking/investment accounts may not exceed the amount of the federal poverty guideline for the number of persons in the household. The Asset Level does not include the primary residence for which exemption is being sought. It does include, but is not limited to:
 - a. A second home, additional land not associated with the primary residence, or other buildings other than the primary residence being sought for exemption.
 - b. Vehicles and other recreational vehicles such as motor homes, campers, ATVs, boats, and motorcycles.
 - c. Jewelry, antiques, artwork, equipment, and other personal property of value.
 - d. Bank accounts, stocks, bonds, and investments. This also includes the money received from the sale of stocks, bonds, investments, cars, and houses unless a person is in the specific business of selling such property.
 - e. Withdrawals of bank accounts and borrowed money.
 - f. Gifts, loans, lump-sum inheritances, and one-time insurance payments.
 - g. Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
 - h. Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.
 - i. The total interest income in all accounts (checking, savings, CDs, IRAs, 401Ks, money market, annuities, etc.)

- j. The applicant shall not have ownership interest in any real estate other than the primary residence being considered for exemption.
- 8. Applicants that meet the income and asset qualifications will have the taxable value reduced by 50% for the current year.
- 9. Poverty exemptions shall be granted for one year only. The property owner must apply every year in order to receive an exemption.

The City of Grosse Pointe Park Poverty Exemption Guidelines and Application will be updated annually with the current year Poverty Income Guidelines as established by the United States Department of Health and Human Services without further resolutions. If alternative guidelines are adopted by this governing body a new resolution will be required.

NOW, THEREFORE, BE IT RESOLVED, that the Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on February 3rd 025, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the 3rd day of February, 2025.

IN WITNESS WHEREOF, I have hereunto set my official signature, this 3rd day of February 2025.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park

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

RESOLUTION CELEBRATING BLACK HISTORY MONTH

WHEREAS, President Gerald R. Ford officially recognized Black History Month in 1976, calling upon the public to “seize the opportunity to honor the too-often neglected”; and;

WHEREAS, since 1976, every President has adopted the month of February as Black History Month, an annual celebration of African American achievements and roles in U.S. History; and;

WHEREAS, Black History Month is a time to reflect on the burdens of racial prejudice and explore, understand, and appreciate the identities and cultures across and within the African diaspora; and;

WHEREAS, the City of Grosse Pointe Park recognizes the injustices that African Americans have endured and commends the African American community for the continuous pursuit of overcoming those injustices and changing the course and nature of history; and;

WHEREAS, we honor the prominent leaders and activists who have paved the way for equality and justice, calling our City’s attention to the continued need to battle racism and to build an equitable society; and;

WHEREAS, the City of Grosse Pointe Park, declares February 2025 as Black History Month, and honors the contributions and sacrifices made in building pride in black history and educating all Americans, as well as many achievements and contributions made by African Americans to our economic, cultural, spiritual, and political development; and;

THEREFORE, be it resolved, that we join other organizations throughout the state of Michigan and this country to use this occasion to raise awareness of the hardships African Americans have endured, celebrate the milestones that have been achieved, and continue the unrelenting pursuit of equality and justice for all; and;

NOW, THEREFORE, BE IT RESOLVED, that I, Mayor Hodges, and the Grosse Pointe Park City Council, hereby declare February as Black History Month for the City of Grosse Pointe Park on the 3rd day of February 2025.

RESOLUTION DECLARED ADOPTED

Michele Hodges, Mayor
City of Grosse Pointe Park, Michigan

It was moved by Council 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.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park, Michigan



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: CDBG Allocation for Fiscal Year 2025

SUMMARY: The Department of Housing and Urban Development (HUD) and Wayne County have invited the communities to participate in the Request for Proposals for the Community Development and Block Grant (CDBG) 2024 Activities Program. Each participating community will receive \$20,000 to be utilized on and designated for qualifying projects and/or public services.

Once again, it is the intent of Grosse Pointe Shores, Grosse Pointe Farms, Grosse Pointe City, Grosse Pointe Park, and Harper Woods to allocate \$6,000 of the \$20,000 to *Pointe Area Assisted Transportation Services (PAATS)* and the remaining \$14,000 to *The Helm Life Center* for senior center operations and transit.

The City Administration is recommending that Council authorize the Administration to submit the City's 2024 CDBG application to Wayne County for inclusion in Wayne County's Annual Action Plan, which is then submitted to HUD.

Attached are the following materials:

- Letter from Krista Siddall, Executive Director of *The Helm*
- Resolution authorizing the City's application to Wayne County

FINANCIAL IMPACT: Funds are received by the City and passed along to The Helm and PAATS.

RECOMMENDATION: Authorize Administration to submit the City's 2025 CDBG application to Wayne County for inclusion in Wayne County's Annual Action Plan.

PREPARED BY: Warren Rothe, Assistant City Manager



LIFE'S A JOURNEY. FIND YOUR WAY.

January 23, 2025

City of Grosse Pointe Park
The Honorable Mayor and City Council 15115 East Jefferson Avenue
Grosse Pointe Park, Michigan 48230

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Krista D. Siddall

To the Honorable Mayor and City Council of Grosse Pointe Park,

The Helm respectfully requests that you consider allocating the \$20,000 in Plan Year 2025 Community Development Block Grant Funding to Senior Services, specifically The Helm Life Center (\$14,000) and Pointe Area Assisted Transportation Services (\$6,000). These two entities provide valuable services for seniors in your community. Please consider the following information about your constituents:

- 3,177 Meals on Wheels were delivered to seniors in your city in 2024.
- Residents of your city used PAATS for 2,045 individual trips to medical visits, groceries and pharmacies, banking and other essential errands.
- 2,481 programs and presentations in 2024 to enhance the quality of life for seniors in your community

These are only some of the essential services The Helm and PAATS provide to the residents of your community. Attached please find our most recent Impact Statement for additional information. The financial support from the cities we serve ensures these services remain available to those in need.

Thank you for considering this request.

Sincerely,

Krista Siddall
Executive Director

Attachment

OUR IMPACT IN 2024

Everyone takes their own path through life. The Helm helps make that journey easier, more fun and more fulfilling. Come to The Helm to enjoy a favorite hobby or discover a new one, play cards, watch a movie, socialize with others, take an exercise class or learn a new language. Turn to The Helm when you need resources or extra assistance. We're here to help you stay connected and engaged on your life's journey.

In 2024, 3,280 individuals received essential services or attended classes, workshops and programs at The Helm – the most in our 47-year history.

2,481

unique sessions of exercise and educational classes, presentations, workshops, health screenings, gatherings, movies, games, crafts and so much more, attended by nearly 1,300 individuals (↑6% from 2023)

5,517

requests responded to about various aging-related topics including assistance with caregiving, transportation, elder law information, resources related to dementia, meal delivery services and friendly reassurance calls (↑10%)

2,024

pieces of medical equipment, hygiene products and liquid nutritional supplements supplied to more than 545 people (↑24%)

29,065

meals delivered to homebound seniors through Meals on Wheels (↑12%; ↑39% since 2022)

10,897

hours provided by 350 active volunteers for a value to the community of \$380,000

185

received tax preparation assistance

16,029

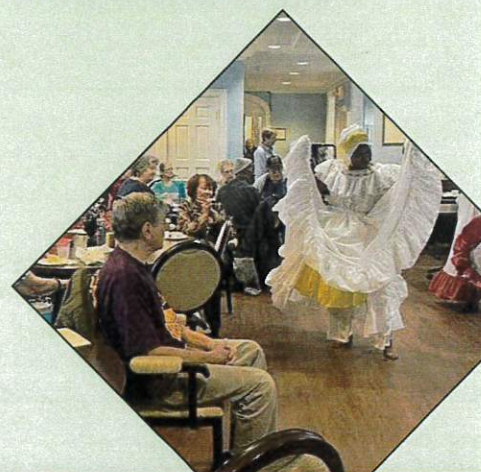
rides on Pointe Area Assisted Transportation Services buses to medical appointments and grocery shopping

678

seniors received one-on-one Medicare counseling resulting in direct savings of \$165,802 on medical and drug plans



LIFE'S A JOURNEY. FIND YOUR WAY.



HOW THE HELM HELPS

We love to tout the many activities, classes and workshops we have at The Helm to keep guests social, healthy and mentally engaged. But there is another area of The Helm less familiar to the casual public: Services and Support.

The Helm offers a number of services that assist with issues related to aging – either for yourself, family member or friend. Our knowledgeable, professional and friendly staff is here to help you. Don't hesitate to call.

INFORMATION & ASSISTANCE provides a starting point for everything aging related. Call us and we can help you get what you need or find a resource for you, including independent and assisted living, home caregivers, financial assistance and emergency relief. If we don't have a program to help, we can provide a resource for you.

CASE COORDINATION: Work collaboratively with a licensed gerontological social worker to determine strengths, challenges, needs and goals related to issues in aging. Case Coordination asks the questions to make those discoveries, then works to provide resources and information that can aid the client and offer ongoing personal contact to make any necessary adjustments.

FRIENDLY REASSURANCE PROGRAM matches a volunteer with an older adult for monthly calls. More than just making sure calls are answered, the volunteer and recipient take time to talk about overall well-being, and help alleviate feelings of loneliness or social isolation.

MEALS ON WHEELS is available for residents of Harper Woods and the Grosse Pointes who are 60 and older, homebound and unable to safely prepare meals for themselves. Meals can be provided long term or to someone with a temporary need due to an illness or recent hospitalization.

HOME CHORE PROGRAM provides older adults assistance with simple spring yard clean up and fall leaf removal as well as minor home maintenance issues like changing light bulbs, smoke and carbon monoxide detectors or tightening loose door handles or hand railings. You must be a resident of Harper Woods or the Grosse Pointes. Assistance is dependent upon available volunteers and their skill sets.

MUTTS 'N' MEOWS is a donation-based program that enables homebound older adults in Harper Woods and the Grosse Pointes to keep companion and service animals in their homes. The Helm accepts unopened bags of kitty litter and cat and dog food and treats.

MEDICAL ESCORT SERVICE is available to qualified participants unable to take the PAATS bus for transportation. This service is for medical and dental appointments only and for those who are able to get in and out of a car with only minor assistance. Drivers are volunteers, so requests must be made at least 10 days in advance of the appointment.

MEDICARE ASSISTANCE is one of the most valuable services at The Helm. Turning 65 and qualifying for Medicare can be an overwhelming experience. The Helm has experts who can help you with enrollment, answer questions about or help with a problem, assist with a claim or appeal, or just help you understand how to make the most of your benefits. Additionally, during Medicare Annual Enrollment (October 15 through December 7), our experts are available to meet with you to review and make changes, if necessary, to your Medicare coverage to get the most out of your plans.

MEDICAL EQUIPMENT LENDING or Medical Loan Closet has equipment and supplies to borrow at no charge. Available items include crutches, canes, wheelchairs, knee walkers, bath benches, incontinence briefs, bed pads, reachers, dressing sticks, pill boxes, nutritional supplements, latex gloves and wipes. We rely on the generous donations from our community to keep the loan closet full. Supplies change depending on need and donations received. If there is a specific item needed that we don't have, we will place you on a Need List should that item be donated.

SUPPORT GROUPS provide a safe space for caregivers, family and friends of persons with certain conditions to gather and share feelings, experiences and resources. Groups meeting at The Helm vary. Please call to find out which support groups are available.

TAX PREPARATION, provided in concert with AARP Tax-Aide, offers free, quality, confidential tax preparation service to those with simple tax returns. Available February through April at The Helm by appointment only. There are a limited number of appointments. The best time to reach out for this service is in January.

POINTE AREA ASSISTED TRANSPORTATION SERVICE (PAATS) is available to residents of Harper Woods or the Grosse Pointes 60 and above or adults with a disability to take to appointments, including trips to The Helm for activities. Fares vary.

Visit helmlife.org/services-support for more information or call 313.882.9600.

January 22, 2025

**City of Grosse Pointe Park
County of Wayne**

**Resolution Approving Plan Year 2025 CDBG
Application**

WHEREAS, Wayne County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and

WHEREAS, Wayne County has allocated \$20,000.00 to each of the 34 participating communities and requested CDBG-eligible projects for inclusion in the Action Plan, and

WHEREAS, the City of Grosse Pointe Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority needs.

<u>Activity</u>	<u>Amount</u>
Senior Services (The Helm Life Center)	\$14,000.00
Transportation Services (PAATS)	\$6,000.00

NOW, THEREFORE, BE IT RESOLVED THAT: the City of Grosse Pointe Park CDBG application is hereby authorized to be submitted to Wayne County for inclusion in Wayne County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that Nick Sizeland, City Manager, is hereby authorized to execute all documents, agreements, or contracts which result from this application to Wayne County.

Made and passed this 3rd day of February 2025.

CERTIFICATION

I, Bridgette Bowdler, the duly authorized Clerk of the City of Grosse Pointe Park, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Grosse Pointe Park City Council on February 3rd, 2025.

Bridgette Bowdler
City of Grosse Pointe Park, City Clerk
County of Wayne, Michigan



**GROSSE POINTE PARK
DEPARTMENT OF PUBLIC SAFETY**

POLICE/DETECTIVE BUREAU
TEL (313) 822-7400
FAX (313) 822-4543

ADMINISTRATION
TEL (313) 822-4416
FAX (313) 822-4577

James A. Bostock
Director of Public Safety

publicsafety@grossepointepark.org

Public Safety Update – February 2025

It is my honor to present to you the 2024 Annual Report for the Grosse Pointe Park Public Safety Department. This report serves as an overview of our department's efforts, achievements, and challenges over the past year. It reflects our commitment and the continuous pursuit of excellence in serving and protecting our community.

The Grosse Pointe Park Public Safety Department operates with a clear mission: To keep the residents, businesses and visitors of Grosse Pointe Park safe. This year, we have made significant strides in addressing crime trends, maintaining response times, and implementing strategies to enhance public safety. Our officers and staff have worked tirelessly to uphold these principles, often under challenging and evolving circumstances.

Overall crime is down 10%, auto-thefts down 8%, larcenies down 5% and motor-vehicle accidents down 27%. These numbers directly reflect the efforts of your public safety department.

We recognize that our successes are deeply rooted in collaboration. I extend my gratitude to this governing body, our residents, the Grosse Pointe Park Public Safety Foundation, and mutual aid partners that have partnered with us throughout the year. With the generosity of the Park Foundation and the Public Safety Foundation, we were able to completely upgrade the women's locker room, evidence storage room and launch our drone program.

While we are proud of our accomplishments, we are equally mindful of the work that remains. The challenges of modern policing demand adaptability and an unwavering dedication to the values that define our department. As we look ahead, we remain focused on continuous improvement and building stronger bridges of trust with our community.

On behalf of the Grosse Pointe Park Public Safety Department, I thank you for your continued support, guidance, and investment in the safety and well-being of our community. We are very fortunate to serve such a supportive community.

James A. Bostock
Director of Public Safety

City Managers Report and Updates January 2024

Public Safety Report

Director Bostock and the Department of Public Safety are finalizing their 2024 annual report and will be looking forward to present to City Council at its February or March meeting.

Chilly Fest

Saturday, February 1, from 2:00 - 6:00 p.m. on Kercheval, Charlevoix, and Mack Avenue for lots of fun activities, raffles, a chili cook-off, and food & beverage samples.

Some of the event activities being offered at Chilly Fest require pre-registration. There is no fee for the activities, but for some of them you will need to pre-register in order to secure a spot for that activity. Those items include the 2nd annual bed races, hair tinsel, and carriage rides.

2nd Annual Bed Races from 3:00 - 4:00 p.m. at 15139 Kercheval Ave. Teams will need 4 pushers and 1 rider/sleeper to participate. Teams will push every 5 minutes with a chance to win a gift card for fastest time. Please feel free to dress up in a fun theme; pajamas, summer theme, sports teams, etc. This year's bed will be constructed by Brosnan Builders.

Horse Drawn Carriage Rides from 2:00 - 6:00 p.m. at 15200 Charlevoix Street. 1 spot for up to 4 adults plus children every ten minutes.

Tinsel Hair at The Beauty Parlor from 2:00 - 4:00 p.m. at 15126 Kercheval Avenue. 3 spots available per time slot.

Please click here <https://www.signupgenius.com/go/9040448ADA72EA1F58-54535657-chilly> for pre-registration activities.

There is still plenty of time to register your world famous chili at our 8th annual chili cook-off at The Cabbage Patch Saloon as well. Registration details provided in the flyer. Thank you to this year's sponsors O'Flaherty's and Brosnan Builders!

Mack Ave Corridor

The Mack Ave Corridor project met to discuss four options for the \$1,000,000 project. Based upon funding at this time the committee has recommended to move forward with wayfinding signage, trees, benches, trash cans and location pillars through the corridor. Spalding Dedecker the planner/engineer will submit this proposal to Wayne County for its review. This project is in collaboration with the City of Detroit, Grosse Pointe Park, City Farms, Wayne County and the Eastside Community Network. Wayne County is the entity that has the dollars and must approve the project prior to it moving forward.

Friends of Patterson Playscape

The City met with members of the recreation commission and friends of Patterson playscape to discuss future planning projects/work weekends and the future of the playscape. Discussions include finding collaborative items the city can handle with maintenance and items the Patterson group would be willing to help assist and volunteer their time. As well discussion took place for the need to review the long term future of the playscape.

Press Release Audit Review

After our last council meeting and listening to the presentation by Ali Barnes I thought it would be important for the City to share its story with the community on highlighting the hardworking employees who have put a lot of work into city finances and working in partnership with council and seeing the positive results that come with this partnership.

I also want to thank the Yeo and Yeo team for their professionalism and highlighting the areas we are doing well and others we can strive for improvement. For those of you that have not seen it yet please click the link attached to review

<https://www.grossepointepark.org/CivicAlerts.aspx?AID=37>

Rap Grant

The City will be applying through the Michigan Economic Development Corporation Revitalization and Placemaking Program as part of the Charlevoix Streetscape Project. The program looks to deploy state funding to address community revitalization needs in Michigan communities by investing in projects that enable population and tax revenue growth through rehabilitation of underutilized buildings and historic structures, and development of permanent place-based infrastructure associated with social zones and traditional downtowns, outdoor dining, and place-based public spaces. The deadline is the end of the month and we will be looking for \$500,000 in funding consideration

Vendor Code	Vendor Name	Description	Amount
Invoice			
005049	ABONMARCHE CONSULTANTS INC		
155329		MARINA ENGINEERING & EVALUATION OCT 2024	7,700.00
TOTAL FOR: ABONMARCHE CONSULTANTS INC			7,700.00
000119	CITY OF GROSSE POINTE FARMS		
4336		INTERMODAL RADIO SERVICE 7/1/2024 - 12/31/24	18,370.93
TOTAL FOR: CITY OF GROSSE POINTE FARMS			18,370.93
004865	CIVICPLUS		
326526		CIVIC REC ANNUAL FEE, ANNUAL MAINTENANCE & SUPPORT	8,500.01
TOTAL FOR: CIVICPLUS			8,500.01
005546	DELTA DENTAL		
RIS0006179165		DUE TO DELTA PROVIDER FEB 2025	8,238.26
TOTAL FOR: DELTA DENTAL			8,238.26
003815	DETROIT SALT COMPANY LLC		
SI25-28981		TICKET #910151&910262 STREET SALT ROCK SALT (ALL RO	6,033.62
TOTAL FOR: DETROIT SALT COMPANY LLC			6,033.62
005327	DTE ENERGY		
9100 073 0970 1		TOMPKINS COMMUNITY CTR/MARINA & LAVINS CTR DEC 2024	5,398.66
9100 073 1017 0		15115 E JEFFERSON PUBLIC SAFETY DEC 2024	6,754.61
9100 075 0404 6		16010 ESSEX AVE PATTERSON PARK GARAGE /LINDELL, ICE	10,706.61
9100 4051 7450		CITY STREET LIGHTS DEC 2024	30,044.19
TOTAL FOR: DTE ENERGY			52,904.07
000096	EJ USA INC		
110250001930		5'6" HYDRANTS PURCHASED NEW RED HYDRANTS	6,899.44
TOTAL FOR: EJ USA INC			6,899.44
001511	EQUITABLE		
VOUCHER		PAY 01/17/25- 457B EE & ER CONTRIBUTIONS	16,460.21
VOUCHER		PAY 01/03/2025 457B EE & ER CONTRIBUTIONS	17,009.96
VOUCHER 522		PAY 01/31/25 457B EE & ER CONTRIBUTIONS	18,590.78
TOTAL FOR: EQUITABLE			52,060.95
000347	GREAT LAKES WATER AUTHORITY		
CIN-0002224		SEWAGE DISPOSAL-DEC 2024	165,900.00
CIN-0002458		WATER USAGE DEC 2024 - MONTHLY FIXED & VARIABLE CHG	115,085.66
TOTAL FOR: GREAT LAKES WATER AUTHORITY			280,985.66
000117	GROSSE POINTE CLINTON REFUSE		
9704		REFUSE DISPOSAL SERVICES -DEC 2024 INCLUDING CREDIT	10,194.14
TOTAL FOR: GROSSE POINTE CLINTON REFUSE			10,194.14
004059	HUMANA INSURANCE CO		
725638010		MA RX RETIREE PLAN -FEB 2025	9,951.87
TOTAL FOR: HUMANA INSURANCE CO			9,951.87
004550	MEDSTAR INC		
001318		AMBULANCE SERVICES Q2 - OCT-DEC 2024	12,728.56
TOTAL FOR: MEDSTAR INC			12,728.56

Vendor Code	Vendor Name		Amount
	Invoice	Description	
003729	OHM ADVISORS		
	83524	EERN ENGINEERING GEOEHNICAL	20,000.00
	83525	BEACONSFILED & MAUMEE WATER MAIN & DEFER WATER LOOP	6,137.25
	83526	WATER RELIABILITY STUDY	9,315.25
	83530	CHARLEVOIX STREETScape SURVEY & DESIGN	16,575.00
TOTAL FOR: OHM ADVISORS			52,027.50
005372	PRIORITY WASTE LLC		
	INV760895	CURBSIDE RUBBISH - JAN 2025 RESIDENTIAL & COMMERCIA	41,646.93
	INV760896	RECYCLING JAN 2025	28,770.12
	INV770577	RECYCLING FEB 2025	28,770.12
	INV770578	CURBSIDE RUBBISH - FEB 2025	41,646.93
TOTAL FOR: PRIORITY WASTE LLC			140,834.10
004549	RAVE WIRELESS INC		
	INV-65724	SMART 911 SYSTEM RENEWEL FOR 2025	5,350.00
TOTAL FOR: RAVE WIRELESS INC			5,350.00
005002	THE KELLY FIRM PLC		
	5308	GENERAL LEGAL & PROSECUTIONS - DEC 2024	9,649.33
TOTAL FOR: THE KELLY FIRM PLC			9,649.33
005131	YEO & YEO PC		
	605390	FY2024 AUDIT PROGRESS BILLING - DEC 2024	10,900.00
TOTAL FOR: YEO & YEO PC			10,900.00
TOTAL - ALL VENDORS			693,328.44



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Public Safety Annual Report

SUMMARY: Presentation of the 2024 Department of Public Safety Annual Report

FINANCIAL IMPACT: N/A

RECOMMENDATION: Accept as submitted.

PREPARED BY: James Bostock, Director of Public Safety



Grosse Pointe Park Department of Public Safety Annual Report



2024

City of Grosse Pointe Park Department of Public Safety

Mr. Sizeland, Mayor Hodges, and members of the City Council,

It is my honor to present to you the 2024 Annual Report for the Grosse Pointe Park Public Safety Department. This report serves as an overview of our department's efforts, achievements, and challenges over the past year. It reflects our commitment and the continuous pursuit of excellence in serving and protecting our community.

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On behalf of the Grosse Pointe Park Public Safety Department, I thank you for your continued support, guidance, and investment in the safety and well-being of our community. We are very fortunate to serve such a supportive community.

Respectfully submitted,

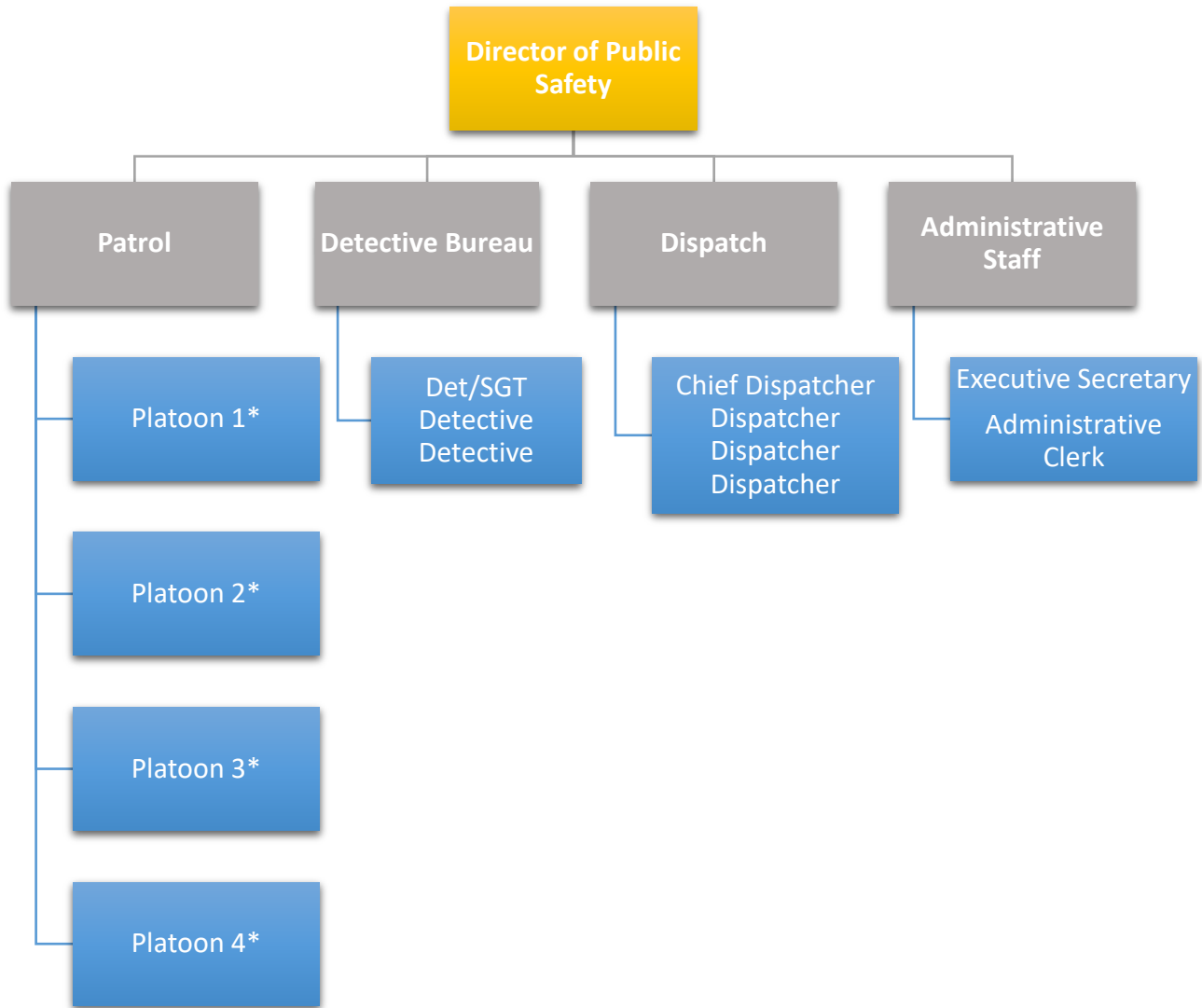
A handwritten signature in black ink, appearing to be 'JB', with a long horizontal line extending to the right.

James A. Bostock
Director of Public Safety

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Department Organizational Chart



**Each Platoon is comprised of 2 command staff personnel and 4 Public Safety Officers.*

Department Personnel Roster

Name	Rank	Date Promoted	Date Appointed
James Bostock	Director	06/16/23	08/19/03
Colin Connaire	Lieutenant	06/25/17	07/21/03
Anthony Blain	Lieutenant	08/05/19	12/12/01
Terry Hays	Lieutenant	06/21/21	05/24/00
Michael Miller	Sergeant	05/23/16	07/01/98
Jeremy Pittman	Det/Sergeant	08/05/19	02/15/08
Stephen Thiel	Sergeant	10/31/19	07/30/01
Kevin Remus	Sergeant	06/21/21	03/01/14
Robert Ruggero	Sergeant	08/05/22	12/19/12
Thomas Card	Sergeant	01/08/23	03/24/08
Ryan Willmer	Detective	10/31/19	12/12/01
Paul Pionk	Detective	11/15/21	07/21/03
Ryan Milroth	PSO		08/09/99
Thomas Taylor	PSO		07/30/02
Ronald Loosvelt	PSO		07/21/03
Brady Baetens	PSO		03/01/16
Scott Gilchrist	PSO		07/10/17
Adam Bremer	PSO		10/04/18
Christopher Muklewicz	PSO		10/04/18
James Thompson	PSO		04/12/19
Jason Lockwood	PSO		08/01/19
Jesse Lafriniere	PSO		09/01/19
Ryan Nelson	PSO		11/26/19
Timothy Evans	PSO		06/01/21
Korrine Farmer	PSO		10/13/21
Emily McGrath	PSO		01/04/23
Seth Herbert	PSO		07/28/24
Alan Gwyn	PSO		09/18/24

Public Safety Dispatchers

Name	Rank	Date Promoted	Date Appointed
Josephine Hendrix	Chief Dispatcher	10/31/22	08/15/94
Jodi East	Dispatcher		01/07/99
Dawn Kelly	Dispatcher		07/10/11
Madison Scott	Dispatcher		9/11/22

Ordinance Enforcement Officer

Name	Rank	Date Appointed
Chad Gump	OEO	09/18/24

Administrative Services

Name	Rank	Date Promoted	Date Appointed
Martarose Aguilera	Exec. Secretary	06/25/01	09/11/95
Carol Semann	Admin. Clerk		05/28/02

School Crossing Guards

Name	Position	Date Appointed
Amy Pellerito	Crossing Guard	08/12/19
Charlyn Huntington	Crossing Guard	01/24/22
Sue Orlicki	Crossing Guard	08/18/22
Thomas Michels	Crossing Guard	01/31/22
Kayla Ryan	Crossing Guard	09/05/23
Stuart Smith	Crossing Guard	04/24/24

Personnel

The Grosse Pointe Park Department of Public Safety employed 41 employees in 2024. Of these, 28 are currently sworn public safety officers.

Proactive preventive patrol is the Department's primary function, and 85% of the sworn personnel are dedicated to patrol functions. The Detective Bureau comprises 11% of the sworn staff, and the administration comprises 4% of the staff. All personnel share in providing basic law enforcement services as needed.

Patrol Division

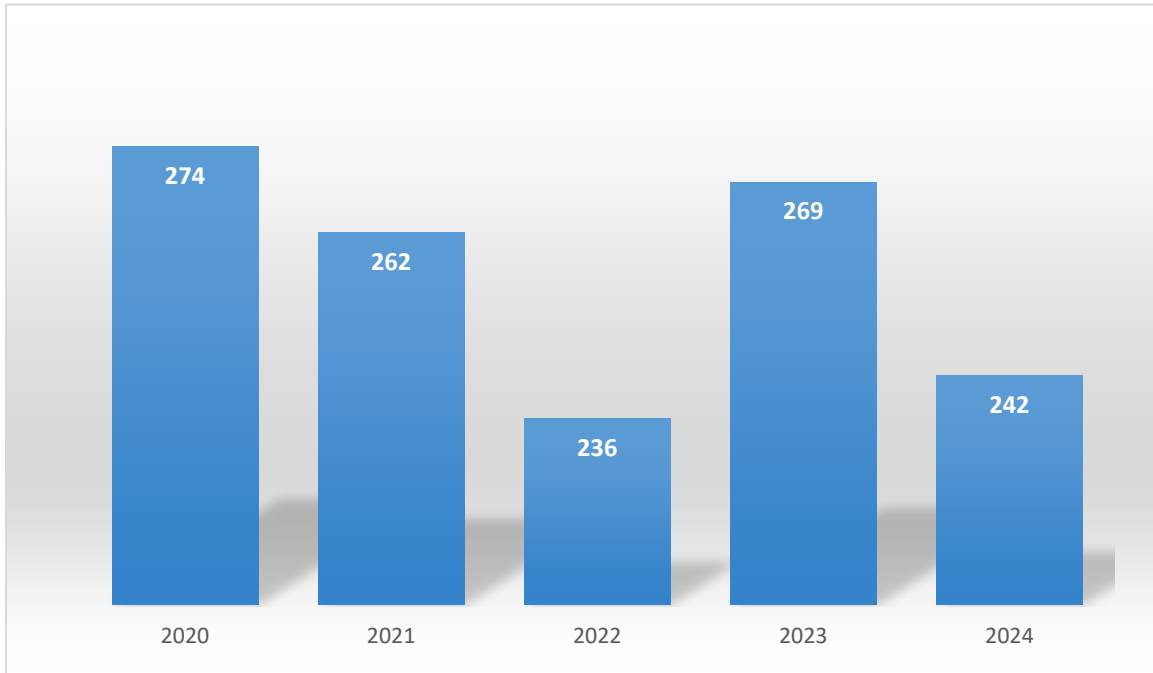
The patrol division of the City of Grosse Pointe Park Department of Public Safety is comprised of four (4) platoons. Each platoon has two supervisors and four uniformed patrol officers. The patrol shifts are responsible for the protection of life and property, enforcement of laws and ordinances, and fire suppression. The patrol division responds to calls for service, traffic enforcement, field investigations and duties or special assignments in specific areas of the city.

Investigations

The Detective Bureau is responsible for investigating crimes occurring within the City of Grosse Pointe Park. The Detective assigned to each case will investigate each incident fully, until a suspect is developed and prosecuted, or until all leads have been exhausted. The Detective Bureau works as a team to provide the best service possible to each citizen.

2024 UNIFORM CRIME REPORTING

TOTAL REPORTED CRIMES



	2020	2021	2022	2023	2024
Index Crimes	136	111	179	180	169
Non-Index Crimes	138	151	57	89	73
Total	274	262	236	269	242

2024 UNIFORM CRIME REPORTING

INDEX OFFENSES

OFFENSE	2020	2021	2022	2023	2024
Criminal Homicide	0	0	0	0	0
Forcible Sexual Offenses	5	4	1	2	1
Robbery - Armed	0	1	0	3	0
Robbery - Unarmed	0	0	0	0	0
Aggravated Assault	8	0	4	3	2
Burglary/Home Invasion	12	9	21	8	11
Larceny	98	79	121	113	107
Motor Vehicle Theft	12	18	32	51	47
Arson	1	0	0	0	1
Totals	136	111	179	180	169

**Index crimes are those the FBI combines to produce its annual crime index. These offenses include criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson. In this chart, the robbery classification is broken down into unarmed and armed robbery for these statistical purposes.*

2024 UNIFORM CRIME REPORTING

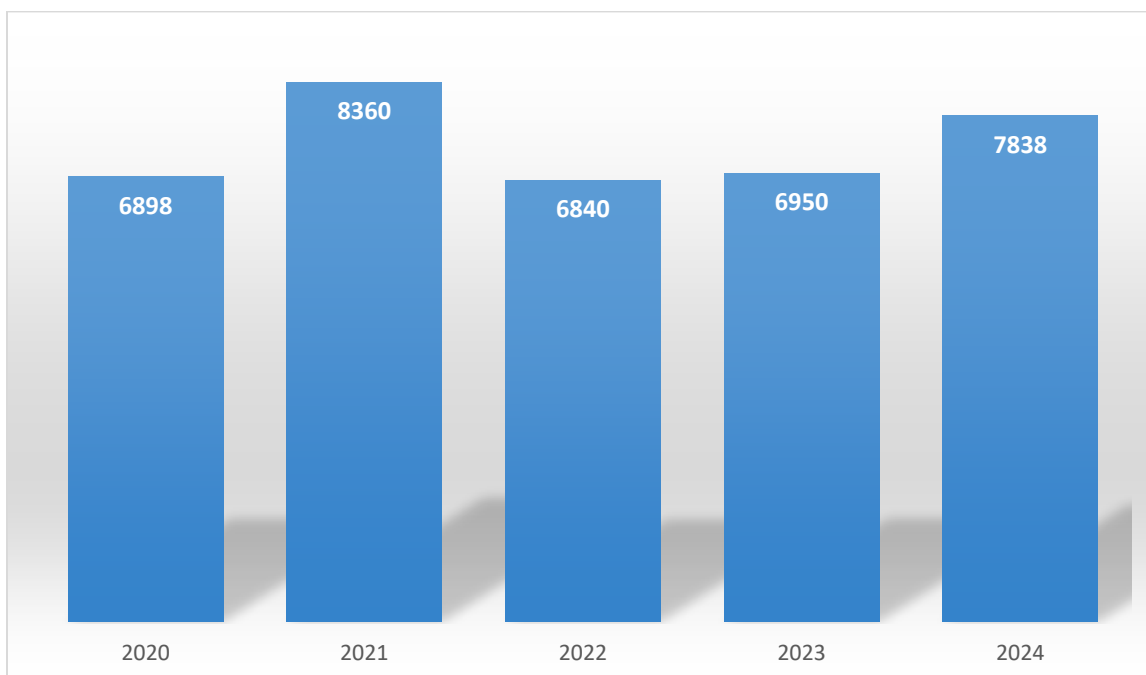
Select Non-Index Crime

Non-Index Offense	2020	2021	2022	2023	2024
Drunkenness/Liquor Law Violations	2	6	5	0	0
Obstructing Police	10	4	8	10	2
Obstructing Justice	27	0	0	0	9
Weapons Violations	3	6	1	1	0
Disorderly Conduct/Vagrancy	1	4	2	3	6
Operating While Intoxicated	33	42	38	14	22
Health/Safety	2	0	0	2	2
Trespassing	5	0	3	2	2
Damage to Property				57	30
Totals	83	62	57	89	73

2023 –DAMAGE TO PROPERTY was added to the Select Non-Index Crime Stats.

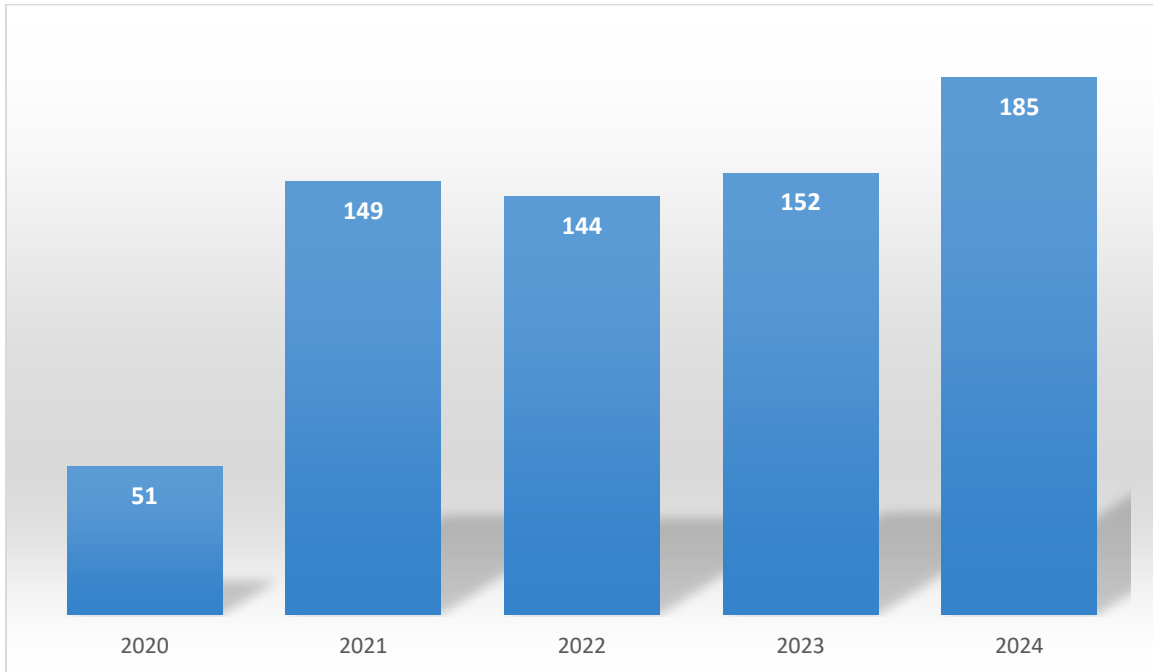
To willfully and maliciously destroy or injure the personal property of another person.

2024 Calls for Service.

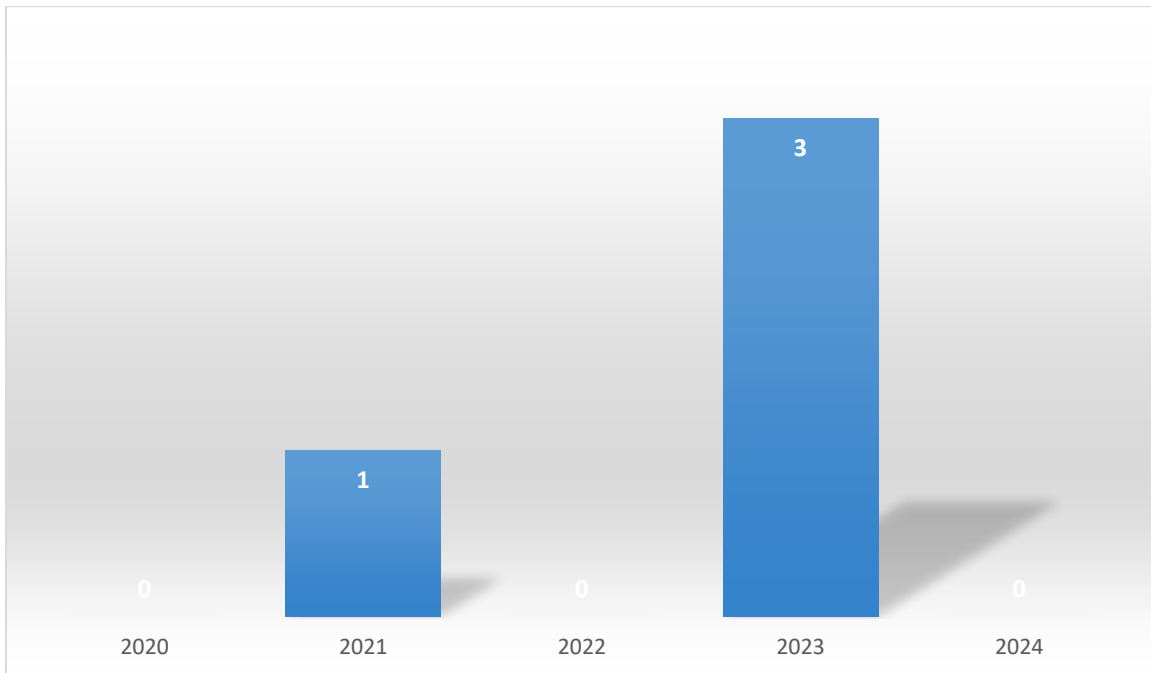


These Calls for Service include a response by the police or an incident that has been initiated by patrol units, such as traffic stops, citizen assists, or suspicious person investigations.

5 Year Arrest Statistics

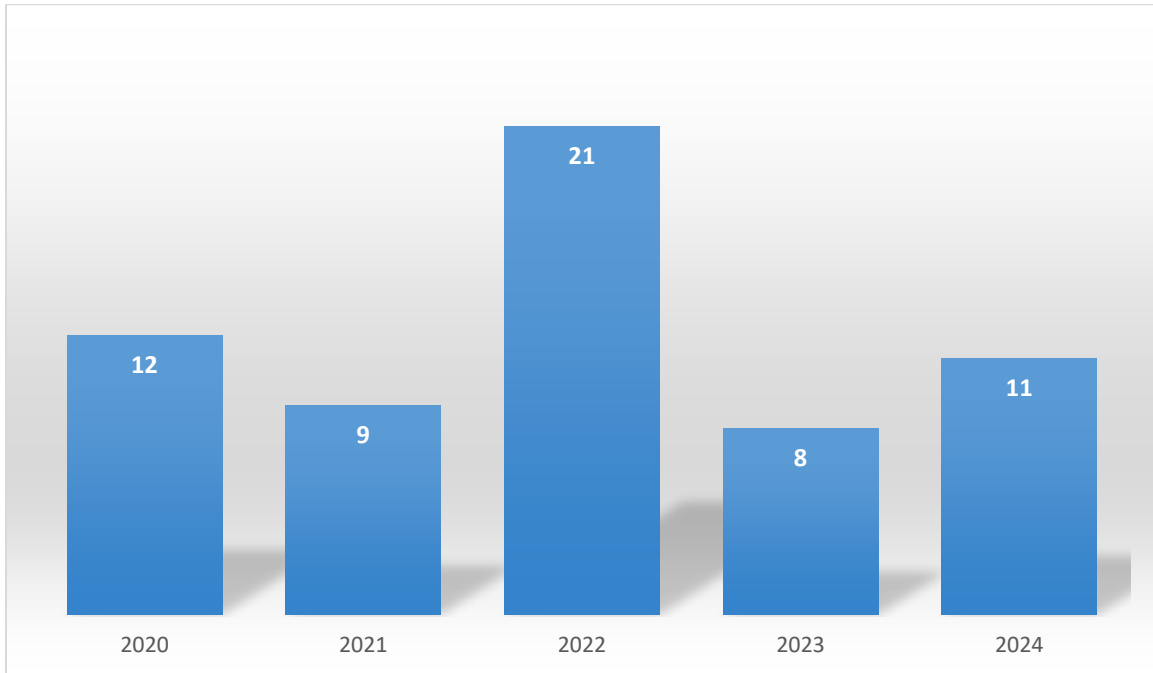


5 Year Robbery Statistics



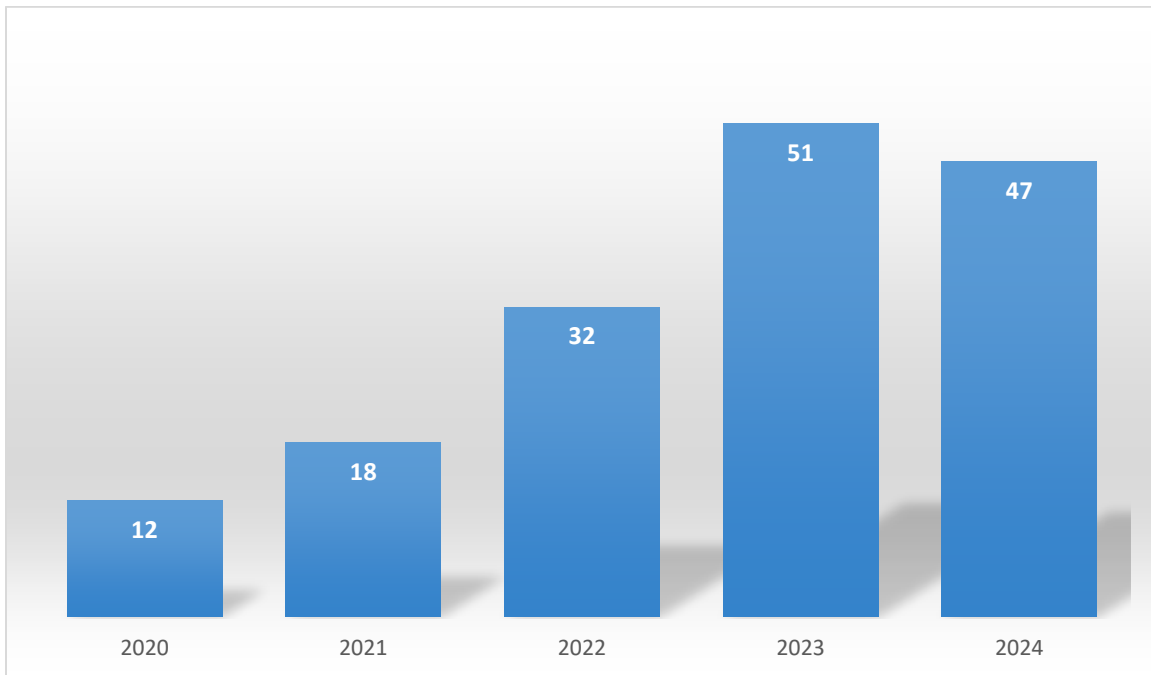
Robbery Statistics reported include both Armed and Unarmed Robbery. In 2024, 2022 & 2020, there were no reported robberies in Grosse Pointe Park.

5 Year Burglary/Home Invasion Statistics



These incidents involve the breaking and entering of residential structures and commercial buildings, both forcible and non-forcible entry.

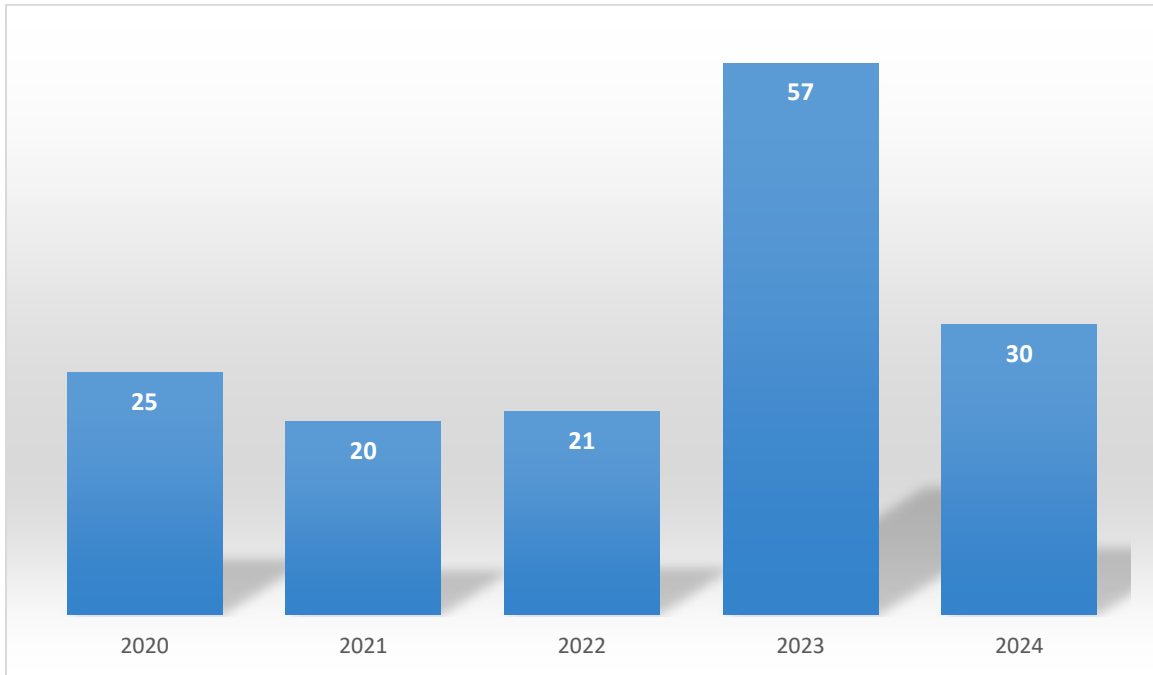
5 Year Motor Vehicle Thefts



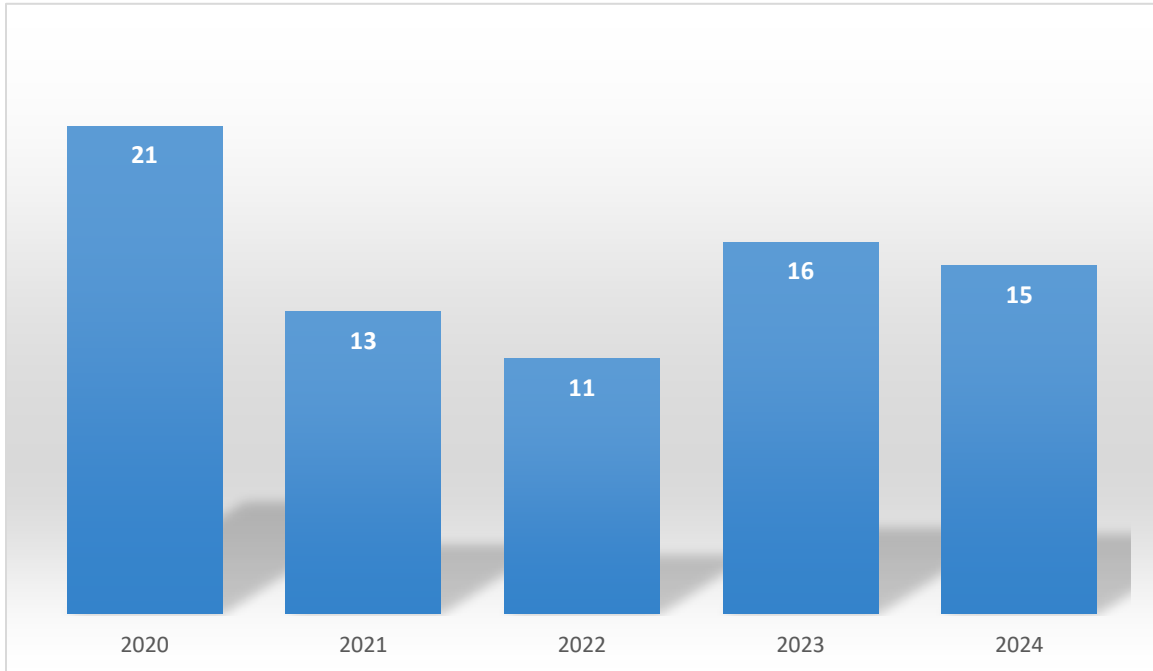
These incidents include only vehicles that were stolen and not the attempt.

- **2024 Notes:**
 - *15 vehicles taken with keys / fobs left inside the vehicle.*

5 Year Malicious Destruction of Property Statistics



5 Year Assault Statistics



Traffic/Motor Vehicle Violations

One of the responsibilities of the uniform division of the Public Safety Department is the enforcement of the Michigan Uniform Traffic Code. The goal of enforcing the Traffic Code is to reduce personal injury accidents, property damage and pedestrian accidents.

The Department utilizes fully marked and semi marked patrol vehicles which are equipped with traffic radar on a daily basis. The violations issued by officers are broken down into three categories: moving/non-moving, alcohol related and parking violations.

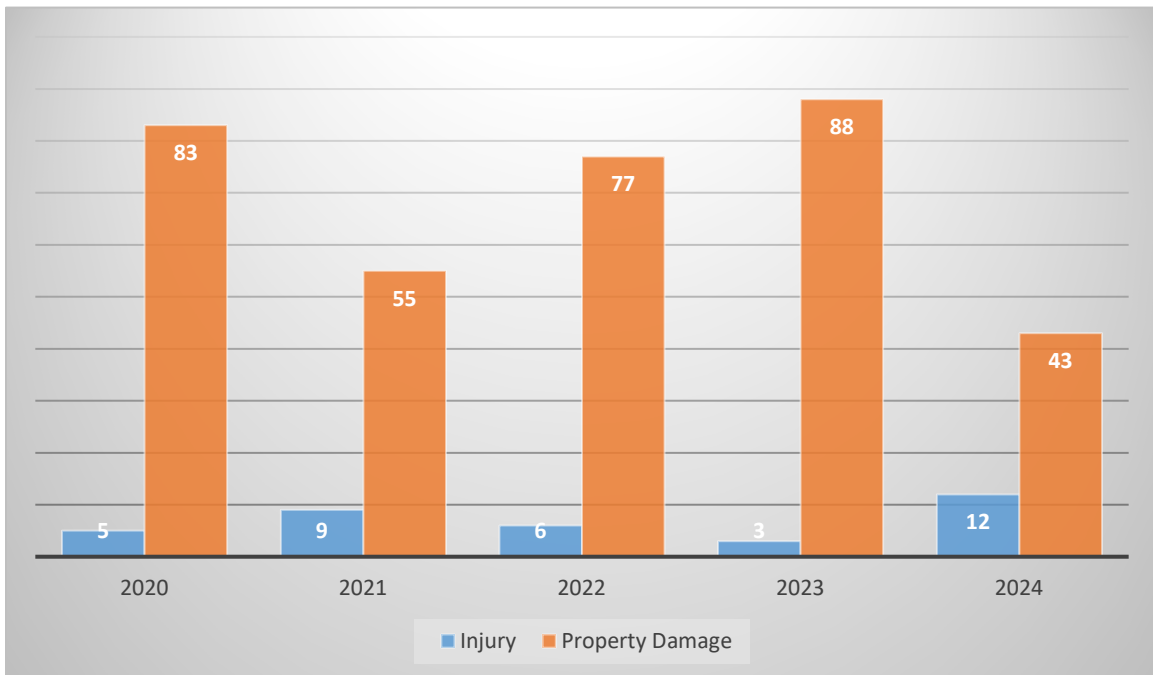
Moving/Non-Moving Violations	2,087
Parking Violations	1,070
Alcohol/Drug Related Violations	23

Total Vehicle Violations	3,180
Total Non-Vehicle Violations	25
Total 2024 Violations	3,205

There was a 26% increase in traffic violations issued over 2023

Motor Vehicle Accidents

Motor vehicle accidents are separated into 2 categories: Property Damage Accidents and Personal Injury Accidents. Property Damage accidents include motor vehicle accidents where property damage amounts to at least \$1000 in damage and no injury is reported. A Personal Injury Accident includes a motor vehicle accident where some type of injury is reported.



2024 Total Motor Vehicle Accidents.....66

- *This total includes 8 alcohol related crashes and 3 crashes involving hit and run.*

2024 Firefighting Response

Dwelling-Single/Multiple	6
Miscellaneous Buildings	1
Outside Fires	1
Mutual Aid Fire Response	5
Smoke Investigations	38
Fire Alarms	83
Wires Down	27
Natural Gas Leak	2
Carbon Monoxide Detection	17
Fuel Spill/Hazmat	0
Ambulance Runs	376
Vehicle Fires	0
Rubbish/Garbage Fires	4
Extrication	1
Total:	561

*In 2024, the Grosse Pointe Park Department of Public Safety
had \$464,180 in fire loss for the year.*

2024 Training Summary

In 2024, the Grosse Pointe Park Department of Public Safety maintained its focus on developing new skills while also sharpening and reinforcing basic and essential skills. The Department expanded its emerging drone program with hours of training in the field as well as the certification of additional drone pilots. The Department also focused on enhancing the skills essential for competent firefighting operations. This was done by adding an annual firefighting skills qualification. This test had officers compete in timed events to demonstrate proficiency in areas like pump operations, aerial ladder operations and quick transitions from police gear to full firefighting turn out gear.

The Department sponsored a new officer through the police academy and also sent command staff to supervisory and leadership training.

All members of the Department also took part in frequent hands-on firefighting training as well as firearms and defensive tactics training. Officers participated in virtual/online courses and tutorials in police, fire and EMS areas via two online training course platforms to which the Department has subscribed.

Drone Pilot Training:

This year, the Department developed its new drone program. The Department sent three officers to the Drone Pilot Course and conducted 13 hours of flight time over the course of 95 flights. Drone Unit Coordinator, Sergeant Stephen Thiel, also attended the 2024 Annual Michigan Public Safety Drone Association Conference.

Total Hours: 77

Special Response Team (SRT) Training:

The Department currently has two officers assigned to the Eastern Wayne County Special Response Team. These officers attended 208 hours of SRT training. One officer also attended 50 hours of sniper training as well as 8 hours of Sniper Ballistics Training.

Total Hours: 266

Police Academy: Michigan Commission on Law Enforcement Standards (MCOLES) Curriculum:

The Department sent one new officer through the police academy. This officer had already been trained in the areas of firefighting and EMS and completed the police academy in December of 2024.

Total Hours: 615

Reid Technique of Investigative Interviewing and Advanced Interrogation Techniques:

The Department sent two officers to the Reid Technique interviewing course. This 24-hour course is an essential investigative tool for youth/juvenile cases and numerous other investigations.

Total Hours: 48

Firearms Training/Qualification:

The Department conducted a spring and fall firearms training session. This enabled all officers to perform their state mandated pistol, rifle, shotgun and Taser qualifications. These days also provided an opportunity for scenario-based training. Officers were able to practice responding to active shooter scenarios and had refresher courses on legal updates that pertain to law enforcement.

Total Hours: 432

Active Shooter Training:

The Department also hosted an MCOLES certified Active Shooter Course. Utilizing Trombley Elementary School. Officers used simunition rounds to simulate active school shooter scenarios and response. This course reinforced officers effective and tactical methods for quickly searching a school or other public buildings in the event of an active shooter event.

Total Hours: 216

Cultural Awareness:

All officers and dispatchers attended a 4-hour MCOLES required course in Cultural Awareness/Diversity. Reverend James Friedman conducted the interactive course with a focus on being aware of inherent bias, overcoming cultural, racial and generational differences.

Total Hours: 88

Ice Rescue Training:

In frigid January, the Department sent three officers to Ice/Water Rescue Training. This course trained officers to attempt rescues of victims who have fallen through ice into cold water.

Total Hours: 24

Federal Bureau of Investigation Law Enforcement Executive Development Association (FBI LEEDA) Training:

In 2024, the Department hosted two sessions of the FBI LEEDA leadership courses. These sessions were attended by command officers from multiple state, local and federal agencies. The Department was able to send three (3) officers to the 36-hour command/leadership courses. These week-long courses are taught as part of a trilogy where the most pressing issues facing law enforcement leadership are discussed. This year's sessions focused on recruitment, retention and the management of varying personality types.

Total Hours: 108

Online Police Training:

Using the training platform known as "Police One", all officers completed online courses in subjects such as Bloodborne Pathogens, Suicide Awareness, De-Escalation, Preventing Opioid Exposure, and Sexual Harassment Prevention.

Total Hours: 260

Fire Training - Annual Firefighter Skills Qualification:

In 2024, the Department instituted an annual firefighter skills qualification. This test consisted of four (4) essential firefighting skills: Transitioning from police gear to full firefighting gear, connecting to a fire hydrant and supplying water with a forward lay, connecting to a fire hydrant and supplying water with a reverse hose lay, and positioning the Tower truck and raising the ladder. These events were proctored and each officer had to complete them under a time cap. This qualification will continue annually to keep all personnel proficient in the fundamentals of firefighting.

Total Hours: 92

Supervisory Courses:

Two of the Department's newer supervisors attended mandatory Fire Officer I and Fire Officer II courses. These courses provided 135 hours of instruction in the roll of Incident Commander and utilize the Incident Command System (ICS).

Total Hours: 270

Detroit Fire Department Fire and Explosion Investigations Course:

The Department sent one supervisor to an in-depth 40-hour Detroit Fire Department Fire and Explosion Investigations Course. This course covered the preliminary investigation techniques into the causes of fires. This course also established a cooperative partnership with the investigative units of the Detroit Fire Department Arson Squad which will allow the Grosse Pointe Park Department of Public Safety to tap into a vast array of investigative expertise.

Total Hours: 40

Fire Training: Hands on Practice and Skills Repetition and Online Training:

In 2024, Department members spent many hours sharpening their firefighting skills. Officers practiced drivers training, pump operations and relay pumping between fire apparatus, roof ventilation and cutting, and marina fire pump operations. Officers also used the online fire training platform known as "Fire

Engineering” to complete hours of skills enhancement and safety consideration lessons.

Total Hours: 653

Dispatcher Training:

Department Dispatchers completed several continuing education training courses in 2024. These courses included Active De-Escalation, Customer Service for 911 Professionals, Ethics and Liability, and Abandoned Vehicle Law.

Total Hours: 120

Total Training Hours for 2024: 3,309

<u>Training</u>	<u>Hours</u>
Drone Pilot	77
Special Response Team	266
Police Academy	615
Reid Interview and Advanced Interrogation Techniques	48
Firearms Training/Qualifications	432
Active Shooter Training	216
Cultural Awareness	88
Ice Rescue	24
FBI LEEDA	108
Online Police Training	260
Annual Firefighter Skills Qualification	92
Supervisory Courses	270
DFD Fire and Explosion Investigations Course	40
Fire Training	653
Dispatcher Training	120
Total	3,309

UNMANNED AVIATION UNIT



The Grosse Pointe Park Department of Public Safety's Unmanned Aviation Unit, also known as the Drone Program, officially began in February of 2024. We conducted research into the many different drone models, best practices, and privacy concerns prior to purchasing our drone. After working with the Grosse Pointe Park Public Safety Foundation, we determined that a DJI Matrice 30T drone would be the best aircraft to start our initial fleet.

The Department presently has four (4) pilots/public safety officers, who attended specialized training to take and pass the PART 107 exam, which then allowed these officers to become licensed through the Federal Aviation Administration.

Many police departments across the country have implemented drones as a resource for many years. These drones have helped save lives, de-escalate dangerous situations and increase efficiency. The Department created its own program after studying this evolving technology and anticipating how we can use this in a manner that protects the safety of our residents and visitors of Grosse Pointe Park

In 2024, the Unmanned Aviation Unit flew a combined total of 95 training and mission flights. This totaled over 13 hours of flight time.

City of Grosse Pointe Park Department of Public Safety

Some examples of the uses of the drone for Public Safety:

1. Missing persons, suspect apprehension, search and rescue
2. Hazard and accident investigations.
3. Conducted for training, flight functional testing and maintenance as well as approved demonstration flights.
4. Post-event crime scene investigation.
5. SRT, tactical, or other public safety and life preservation missions.
6. In response to specific requests from our mutual aid partners.
7. Pursuant to a search warrant.
8. Assisting in firefighting operations.
9. Response to hazardous materials incidents.



Department Awards

The Awards Board is composed of three members, with at least one member of each level of the Department and meets whenever awards applications occur. The Public Safety Departments awards are:

POLICE MEDAL OF HONOR - For extraordinary heroism by an officer who knowingly ignores the imminent threat to his/her personal safety.

DISTINGUISHED SERVICE MEDAL - for exceptionally meritorious conduct involving great risk and danger to the officer's personal safety, but less than required for the MEDAL OF HONOR.

COMMENDATION - For outstanding performance, involving personal risk to the officer that prevents a serious crime or the perpetrator is apprehended; for outstanding actions of a nature which bring unusual credit to the department and its members or contributions to law enforcement through the success of difficult programs, projects, or situations.

MERIT - Outstanding performance of duty under unusual or difficult conditions, the action need not involve exposure to physical danger, but must involve unusual thoroughness, conscientiousness, determination, and initiative.

DEPARTMENTAL UNIT COMMENDATION - May be awarded in recognition of outstanding police services performed by any departmental unit; may be presented in addition to an individual award growing out of the same action.

LIFESAVING - For officers who are directly responsible for the saving of a human life.

CHIEF'S AWARD - For individuals or units who perform outstanding services in a specific task or in the performance of general duties over an extended period of time.

CHIEF'S LETTER - For performance that requires official recognition.

2024 AWARDS

Supervisor of The Year

Detective Sergeant

Jeremy Pittman

Officer of the Year:

Public Safety Officer

Scott Gilchrist

Commendation:

Detective Paul Pionk

Detective Ryan Willmer



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Jefferson Sewer Separation Agreement

SUMMARY: After review from the Infrastructure Committee and correspondingly In December of 2022 the City Council approved a proposal from OHM Advisors for Engineering Services to review a sewer separation of Jefferson Ave. The project will be in two phases with the first separation on Jefferson from Maryland to Lakepointe and Phase II as a future project to separate from Lakepointe down to Somerset. The sewer will be constructed within the East Jefferson Avenue right of way and this right of way is managed by the Wayne County Department of Public Services.

In early 2024 the City submitted an application to the County for a permit and after multiple review and comment periods the city went out for bid in November 2024. OHM Advisors is recommending the City award the project to Pamar Enterprises.

Currently the City has budgeted \$400,000 in FY 2024-2025 towards this project. To assist the cost of separating Jefferson the Urban Renewal Initiative Foundation building the future Schaap Center has committed an additional \$600,000 in support dollars towards this infrastructure project. Staff recommend approval of the contractor and agreement between the City and the URIF. Attached for councils review is a tentative Sewer Separation agreement between the City and URIF, Recommendation of Contractor and corresponding Budget resolution.

FINANCIAL IMPACT: \$400,000 of City Budget and \$600,000 to be received by the Urban Renewal Initiative Foundation

RECOMMENDATION: Motion to approve the Jefferson Sewer Separation Agreement between the City of Grosse Pointe Park and the Urban Renewal Initiative Foundation, award the contract to Pamar, approve the budget resolution and authorize the City Manager to execute the same

PREPARED BY: Nick Sizeland, City Manager



December 4, 2024

CITY OF GROSSE POINTE PARK
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Attention: Nick Sizeland
City Manager

Regarding: Jefferson Avenue Sewer Separation Project
Recommendation Letter
OHM Job No.: 7508-22-0050

Dear Mr. Sizeland:

Bids for the Jefferson Avenue Sewer Separation project were received, opened and read aloud at 1:00 PM on Tuesday, November 19, 2024, at the City of Grosse Pointe Park offices. Bids were received from seven (7) bidders, with the bid pricing ranging from \$962,217.00 to \$1,695,517.00, as shown on the attached tabulation. The low bid was received from Pamar Enterprises, Inc. located at 31604 Pamar Ct., New Haven, MI 48048, in the amount of \$962,217.00. The low bid amount is approximately 6.7% below the engineer's opinion of probable cost.

OHM contacted several references for current and past projects and received similar favorable responses for asphalt programs in various communities. Pamar Enterprises, Inc. was recommended as a timely contractor that coordinates construction scheduling well and completed work per the specifications of the City and plan documents.

It is recommended that the Jefferson Avenue Sewer Separation project contract be awarded to Pamar Enterprises, Inc. in the amount of \$962,217.00.

Should there be any questions, please contact this office at (313) 481-1252.

Sincerely,
OHM Advisors, Inc.

A handwritten signature in black ink, appearing to read "Patrick M. Droze". The signature is written in a cursive, flowing style.

Patrick M. Droze, P.E.
Project Manager

encl: Bid Tabulation

cc: Tom Jenny, Department of Public Works Supervisor
Katelyn Driscoll, OHM
File

BID FORM for Jefferson Avenue Sewer Separation Project City of Grosse Pointe Park, Wayne County, State of Michigan OHM Job Number: 7508-22-0050			
ITEM	DESCRIPTION	QTY	UNIT
1	Mobilization Max 5%	1	LSUM
2	Erosion Control, Inlet Protection, Fabric Drop	6	Ea
3	Light Poles, Salvage and Reset	3	Ea
4	Electrical Outlet, Rem	4	Ea
5	Dr Structure, Rem	3	Ea
6	Gas Main, 8 inch, Cut and Cap	80	Ft
7	Water Main, Rem	40	Ft
8	Sewer, Rem, Less than 24 inch	80	Ft
9	Tree, Rem, 6 inch to 18 inch	16	Ea
10	Sidewalk, Rem	76	Syd
11	Pavt, Rem	1408	Syd
12	Curb, Rem	710	Ft
13	Maintenance Gravel	150	Ton
14	Inlet	4	Ea
15	Storm Manhole, 48 inch	8	Ea
16	Storm Manhole, 60 inch	2	Ea
17	Sewer, PVC, 8 inch, Tr Det B	263	Ft
18	Sewer, CL IV, 12 inch, Tr Det B	281	Ft
19	Sewer, CL IV, 21 inch, Tr Det B	420	Ft
20	Sewer, 30 x 19 inch, Elliptical, Tr Det B	74	Ft
21	Water Main, C909, Pressure Class 235 PVC, 12 inch	20	Ft
22	Water Main, Concrete Encased, DI, 6 inch	20	Ft
23	Water Main Line Stop, 12-inch	2	Ea
24	Conduit, Directional Bore, 4-inch	150	LF
25	Project Earthwork	1	LSUM
26	Exploratory Excavation	2	Ea
27	Aggregate Base, 21AA, 8 inch	1305	Syd
28	HMA, 3EMH	250	Ton
29	HMA, 4EMH	140	Ton
30	HMA, 5EMH	130	Ton
31	Sidewalk Ramp, ADA	155	Sft
32	Sidewalk, Conc, 4 inch	532	Sft
33	Sidewalk, Conc, 6 inch, w/ Integral Curb	25	Sft
34	Curb Ramp Opening, Conc	10	Ft
35	Curb, Conc, Det E2	350	Ft
36	Integral Curb and Sidewalk	700	Sft
37	Concrete Base, 8 inch	917	Syd
38	Pavement Markings	1	LSUM
39	Irrigation System, Rem	1	LSUM
40	Irrigation System, Install	1	LSUM
41	Project Cleanup	1	LSUM
42	Sign, Remove and Reset	2	Ea
43	Turf Restoration, Topsoil and Sod, 3 inch	934	Syd
44	Maintenance of Traffic	1	LSUM
45	Wayne County ROW and Soil Erosion Permit Allowance	1	ALLOW
Total Bid Amount (ITEM 1-45 incl.)			

<u>Pamar Enterprises, Inc.</u> 31604 Pamar Ct. New Haven, MI 48048 Rinaldo G. Acciavatti 586-749-8593	
UNIT PRICE	AMOUNT
\$ 47,000.00	\$ 47,000.00
\$ 200.00	\$ 1,200.00
\$ 10,000.00	\$ 30,000.00
\$ 350.00	\$ 1,400.00
\$ 1,000.00	\$ 3,000.00
\$ 40.00	\$ 3,200.00
\$ 65.00	\$ 2,600.00
\$ 72.00	\$ 5,760.00
\$ 300.00	\$ 4,800.00
\$ 4.00	\$ 304.00
\$ 6.00	\$ 8,448.00
\$ 5.00	\$ 3,550.00
\$ 15.00	\$ 2,250.00
\$ 2,200.00	\$ 8,800.00
\$ 3,500.00	\$ 28,000.00
\$ 10,000.00	\$ 20,000.00
\$ 65.00	\$ 17,095.00
\$ 385.00	\$ 108,185.00
\$ 390.00	\$ 163,800.00
\$ 600.00	\$ 44,400.00
\$ 785.00	\$ 15,700.00
\$ 680.00	\$ 13,600.00
\$ 5,150.00	\$ 10,300.00
\$ 48.00	\$ 7,200.00
\$ 35,478.00	\$ 35,478.00
\$ 1,500.00	\$ 3,000.00
\$ 44.00	\$ 57,420.00
\$ 175.00	\$ 43,750.00
\$ 225.00	\$ 31,500.00
\$ 225.00	\$ 29,250.00
\$ 10.00	\$ 1,550.00
\$ 10.00	\$ 5,320.00
\$ 51.00	\$ 1,275.00
\$ 50.00	\$ 500.00
\$ 30.00	\$ 10,500.00
\$ 8.00	\$ 5,600.00
\$ 81.00	\$ 74,277.00
\$ 8,695.00	\$ 8,695.00
\$ 5,000.00	\$ 5,000.00
\$ 7,500.00	\$ 7,500.00
\$ 2,500.00	\$ 2,500.00
\$ 250.00	\$ 500.00
\$ 15.00	\$ 14,010.00
\$ 24,000.00	\$ 24,000.00
\$ 50,000.00	\$ 50,000.00
TOTAL:	\$ 962,217.00

<u>Main Street Contracting, Inc.</u> 35915 Clinton St. Wayne, MI 48184 Carrie Tyler, Controller 734-589-8636	
UNIT PRICE	AMOUNT
\$ 49,000.00	\$ 49,000.00
\$ 100.00	\$ 600.00
\$ 5,000.00	\$ 15,000.00
\$ 1,500.00	\$ 6,000.00
\$ 500.00	\$ 1,500.00
\$ 35.00	\$ 2,800.00
\$ 50.00	\$ 2,000.00
\$ 35.00	\$ 2,800.00
\$ 750.00	\$ 12,000.00
\$ 13.50	\$ 1,026.00
\$ 18.00	\$ 25,344.00
\$ 7.00	\$ 4,970.00
\$ 40.00	\$ 6,000.00
\$ 2,000.00	\$ 8,000.00
\$ 4,000.00	\$ 32,000.00
\$ 20,000.00	\$ 40,000.00
\$ 75.00	\$ 19,725.00
\$ 100.00	\$ 28,100.00
\$ 290.00	\$ 121,800.00
\$ 340.00	\$ 25,160.00
\$ 450.00	\$ 9,000.00
\$ 400.00	\$ 8,000.00
\$ 11,000.00	\$ 22,000.00
\$ 75.00	\$ 11,250.00
\$ 50,000.00	\$ 50,000.00
\$ 1,500.00	\$ 3,000.00
\$ 45.00	\$ 58,725.00
\$ 180.00	\$ 45,000.00
\$ 180.00	\$ 25,200.00
\$ 180.00	\$ 23,400.00
\$ 19.00	\$ 2,945.00
\$ 12.00	\$ 6,384.00
\$ 16.00	\$ 400.00
\$ 50.00	\$ 500.00
\$ 50.00	\$ 17,500.00
\$ 15.00	\$ 10,500.00
\$ 100.00	\$ 91,700.00
\$ 9,000.00	\$ 9,000.00
\$ 500.00	\$ 500.00
\$ 8,500.00	\$ 8,500.00
\$ 2,000.00	\$ 2,000.00
\$ 500.00	\$ 1,000.00
\$ 25.00	\$ 23,350.00
\$ 99,321.00	\$ 99,321.00
\$ 50,000.00	\$ 50,000.00
TOTAL:	\$ 983,000.00

<u>Gibraltar Construction Co.</u> 2650 Van Horn Rd. Trenton, MI 48183 Thomas G. Morrison, President 734-234-8005	
UNIT PRICE	AMOUNT
\$ 50,000.00	\$ 50,000.00
\$ 300.00	\$ 1,800.00
\$ 10,000.00	\$ 30,000.00
\$ 500.00	\$ 2,000.00
\$ 2,387.00	\$ 7,161.00
\$ 80.00	\$ 6,400.00
\$ 175.00	\$ 7,000.00
\$ 94.00	\$ 7,520.00
\$ 500.00	\$ 8,000.00
\$ 15.00	\$ 1,140.00
\$ 32.50	\$ 45,760.00
\$ 8.00	\$ 5,680.00
\$ 40.00	\$ 6,000.00
\$ 2,600.00	\$ 10,400.00
\$ 4,600.00	\$ 36,800.00
\$ 13,900.00	\$ 27,800.00
\$ 139.00	\$ 36,557.00
\$ 115.00	\$ 32,315.00
\$ 129.00	\$ 54,180.00
\$ 506.00	\$ 37,444.00
\$ 530.00	\$ 10,600.00
\$ 530.00	\$ 10,600.00
\$ 26,400.00	\$ 52,800.00
\$ 75.00	\$ 11,250.00
\$ 66,000.00	\$ 66,000.00
\$ 2,000.00	\$ 4,000.00
\$ 33.00	\$ 43,065.00
\$ 175.00	\$ 43,750.00
\$ 175.00	\$ 24,500.00
\$ 175.00	\$ 22,750.00
\$ 16.70	\$ 2,588.50
\$ 7.60	\$ 4,043.20
\$ 9.40	\$ 235.00
\$ 60.00	\$ 600.00
\$ 65.00	\$ 22,750.00
\$ 18.75	\$ 13,125.00
\$ 88.45	\$ 81,108.65
\$ 3,000.00	\$ 3,000.00
\$ 2,000.00	\$ 2,000.00
\$ 15,000.00	\$ 15,000.00
\$ 11,000.00	\$ 11,000.00
\$ 500.00	\$ 1,000.00
\$ 15.00	\$ 14,010.00
\$ 70,000.00	\$ 70,000.00
\$ 50,000.00	\$ 50,000.00
TOTAL:	\$ 993,732.35

<u>DiPonio Contracting, LLC</u> 51251 Simone Industrial Dr. Shelby Twp., MI 48316 John C. Maltese, President 586-997-4150	
UNIT PRICE	AMOUNT
\$ 50,000.00	\$ 50,000.00
\$ 130.00	\$ 780.00
\$ 10,000.00	\$ 30,000.00
\$ 350.00	\$ 1,400.00
\$ 1,100.00	\$ 3,300.00
\$ 30.00	\$ 2,400.00
\$ 50.00	\$ 2,000.00
\$ 50.00	\$ 4,000.00
\$ 300.00	\$ 4,800.00
\$ 35.00	\$ 2,660.00
\$ 50.00	\$ 70,400.00
\$ 15.00	\$ 10,650.00
\$ 80.00	\$ 12,000.00
\$ 3,500.00	\$ 14,000.00
\$ 5,500.00	\$ 44,000.00
\$ 9,000.00	\$ 18,000.00
\$ 145.00	\$ 38,135.00
\$ 200.00	\$ 56,200.00
\$ 275.00	\$ 115,500.00
\$ 600.00	\$ 44,400.00
\$ 1,300.00	\$ 26,000.00
\$ 1,200.00	\$ 24,000.00
\$ 9,000.00	\$ 18,000.00
\$ 48.00	\$ 7,200.00
\$ 60,000.00	\$ 60,000.00
\$ 950.00	\$ 1,900.00
\$ 28.00	\$ 36,540.00
\$ 180.00	\$ 45,000.00
\$ 190.00	\$ 26,600.00
\$ 190.00	\$ 24,700.00
\$ 25.00	\$ 3,875.00
\$ 13.00	\$ 6,916.00
\$ 36.00	\$ 900.00
\$ 45.00	\$ 450.00
\$ 36.00	\$ 12,600.00
\$ 30.00	\$ 21,000.00
\$ 72.00	\$ 66,024.00
\$ 8,695.00	\$ 8,695.00
\$ 1,500.00	\$ 1,500.00
\$ 3,685.00	\$ 3,685.00
\$ 5,000.00	\$ 5,000.00
\$ 250.00	\$ 500.00
\$ 20.00	\$ 18,680.00
\$ 65,000.00	\$ 65,000.00
\$ 50,000.00	\$ 50,000.00
TOTAL:	\$ 1,059,390.00

<u>L. D'Agostini & Sons, Inc.</u> 15801 23 Mile Rd. Macomb Twp., MI 48042 Michael D'Agostini, Secretary/Treasurer 586-781-5800	
UNIT PRICE	AMOUNT
\$ 55,000.00	\$ 55,000.00
\$ 350.00	\$ 2,100.00
\$ 20,000.00	\$ 60,000.00
\$ 1,000.00	\$ 4,000.00
\$ 1,000.00	\$ 3,000.00
\$ 60.00	\$ 4,800.00
\$ 25.00	\$ 1,000.00
\$ 25.00	\$ 2,000.00
\$ 250.00	\$ 4,000.00
\$ 16.00	\$ 1,216.00
\$ 15.00	\$ 21,120.00
\$ 5.00	\$ 3,550.00
\$ 50.00	\$ 7,500.00
\$ 6,000.00	\$ 24,000.00
\$ 8,000.00	\$ 64,000.00
\$ 10,000.00	\$ 20,000.00
\$ 200.00	\$ 52,600.00
\$ 210.00	\$ 59,010.00
\$ 235.00	\$ 98,700.00
\$ 360.00	\$ 26,640.00
\$ 800.00	\$ 16,000.00
\$ 600.00	\$ 12,000.00
\$ 14,000.00	\$ 28,000.00
\$ 65.00	\$ 9,750.00
\$ 25,000.00	\$ 25,000.00
\$ 3,000.00	\$ 6,000.00
\$ 35.00	\$ 45,675.00
\$ 280.00	\$ 70,000.00
\$ 330.00	\$ 46,200.00
\$ 340.00	\$ 44,200.00
\$ 22.00	\$ 3,410.00
\$ 10.00	\$ 5,320.00
\$ 45.00	\$ 1,125.00
\$ 60.00	\$ 600.00
\$ 50.00	\$ 17,500.00
\$ 70.00	\$ 49,000.00
\$ 100.00	\$ 91,700.00
\$ 10,000.00	\$ 10,000.00
\$ 1,500.00	\$ 1,500.00
\$ 20,000.00	\$ 20,000.00
\$ 15,000.00	\$ 15,000.00
\$ 600.00	\$ 1,200.00
\$ 55.00	\$ 51,370.00
\$ 40,000.00	\$ 40,000.00
\$ 50,000.00	\$ 50,000.00
TOTAL:	\$ 1,174,786.00

<u>V.I.L. Contruccion, Inc.</u> 6670 Sims Dr. Sterling Hgts., MI 48313 Anthony Vani, President 586-979-6020	
UNIT PRICE	AMOUNT
\$ 63,800.00	\$ 63,800.00
\$ 140.00	\$ 840.00
\$ 1,600.00	\$ 4,800.00
\$ 700.00	\$ 2,800.00
\$ 1,100.00	\$ 3,300.00
\$ 9.00	\$ 720.00
\$ 26.00	\$ 1,040.00
\$ 26.00	\$ 2,080.00
\$ 300.00	\$ 4,800.00
\$ 36.00	\$ 2,736.00
\$ 36.00	\$ 50,688.00
\$ 9.00	\$ 6,390.00
\$ 24.00	\$ 3,600.00
\$ 2,000.00	\$ 8,000.00
\$ 3,500.00	\$ 28,000.00
\$ 11,200.00	\$ 22,400.00
\$ 65.00	\$ 17,095.00
\$ 181.00	\$ 50,861.00
\$ 249.00	\$ 104,580.00
\$ 332.00	\$ 24,568.00
\$ 412.00	\$ 8,240.00
\$ 330.00	\$ 6,600.00
\$ 6,000.00	\$ 12,000.00
\$ 55.00	\$ 8,250.00
\$ 21,900.00	\$ 21,900.00
\$ 325.00	\$ 650.00
\$ 45.00	\$ 58,725.00
\$ 160.00	\$ 40,000.00
\$ 190.00	\$ 26,600.00
\$ 205.00	\$ 26,650.00
\$ 15.00	\$ 2,325.00
\$ 6.00	\$ 3,192.00
\$ 25.00	\$ 625.00
\$ 35.00	\$ 350.00
\$ 35.00	\$ 12,250.00
\$ 50.00	\$ 35,000.00
\$ 66.00	\$ 60,522.00
\$ 2,400.00	\$ 2,400.00
\$ 1,000.00	\$ 1,000.00
\$ 3,500.00	\$ 3,500.00
\$ 1,200.00	\$ 1,200.00
\$ 200.00	\$ 400.00
\$ 12.00	\$ 11,208.00
\$ 479,400.00	\$ 479,400.00
\$ 50,000.00	\$ 50,000.00
TOTAL:	\$ 1,276,085.00

<u>HMC, LLC</u> 6120 Millett Ave. Sterling Hgts., MI 48312 Guisepppe Tiseo 586-718-8451	
UNIT PRICE	AMOUNT
\$ 80,000.00	\$ 80,000.00
\$ 150.00	\$ 900.00
\$ 15,000.00	\$ 45,000.00
\$ 750.00	\$ 3,000.00
\$ 1,200.00	\$ 3,600.00
\$ 105.00	\$ 8,400.00
\$ 165.00	\$ 6,600.00
\$ 100.00	\$ 8,000.00
\$ 500.00	\$ 8,000.00
\$ 50.00	\$ 3,800.00
\$ 45.00	\$ 63,360.00
\$ 40.00	\$ 28,400.00
\$ 50.00	\$ 7,500.00
\$ 7,000.00	\$ 28,000.00
\$ 10,000.00	\$ 80,000.00
\$ 16,000.00	\$ 32,000.00
\$ 350.00	\$ 92,050.00
\$ 350.00	\$ 98,350.00
\$ 475.00	\$ 199,500.00
\$ 850.00	\$ 62,900.00
\$ 1,650.00	\$ 33,000.00
\$ 1,250.00	\$ 25,000.00
\$ 18,000.00	\$ 36,000.00
\$ 100.00	\$ 15,000.00
\$ 97,875.00	\$ 97,875.00
\$ 20,000.00	\$ 40,000.00
\$ 50.00	\$ 65,250.00
\$ 400.00	\$ 100,000.00
\$ 400.00	\$ 56,000.00
\$ 400.00	\$ 52,000.00
\$ 96.00	\$ 14,880.00
\$ 8.50	\$ 4,522.00
\$ 30.00	\$ 750.00
\$ 55.00	\$ 550.00
\$ 55.00	\$ 19,250.00
\$ 66.00	\$ 4

JEFFERSON SEWER SEPARATION
AGREEMENT

This Agreement regarding the Jefferson Sewer Separation Project (“Agreement”) is made this ____ day of February, 2025, by and between the City of Grosse Pointe Park, a Michigan municipal corporation, whose address is 15115 E. Jefferson Ave., Grosse Pointe Park, Michigan 48230 (“City”) and Urban Renewal Initiative Foundation, a Michigan Non-Profit Organization, with offices located at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan 48067 (“URIF”). URIF and City are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

RECITALS

WHEREAS, City has the intention of undertaking a project to separate the Jefferson Road storm sewer into separate sanitary and stormwater lines (the “Project”) in accordance with its customary procedures and this Agreement; and

WHEREAS, City issued to URIF Building Permit No. PB23-0196 for the construction of a nonprofit performing arts center and museum on a site on East Jefferson, west of Maryland Street to the City border (the “Schaap Center”); and

WHEREAS, City has requested and URIF agreed to provide plans to City that contain details for stormwater retention in conjunction with the construction of the Schaap Center; and

WHEREAS, URIF has submitted plans (the “URIF Plans”) to Wayne County for a system to direct stormwater into the Project once the Project is completed, which plans are pending review; and

WHEREAS, Wayne County has approved the City’s plans (“City Plans”) for the Project; and

WHEREAS, The City has gone out to bid for the Project and has determined that the Project should be awarded to Contractor Pamar Enterprises (the “Contractor”) as the lowest bidder; and

WHEREAS, URIF has offered to donate funds to City to pay for the cost for the Project; and

WHEREAS, the Parties desire to enter into an agreement regarding the costs of the Project.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Recitals. The recitals are incorporated herein.
2. Jefferson Road Storm Sewer Separation.

City agrees to undertake and complete the Project in the 2025 Fiscal Year, as provided herein in accordance with the plan attached as Exhibit A.

3. Funding and Cost of Project.

Prior to or upon execution of this Agreement, URIF has provided, or agrees to provide, cash in the amount of Six Hundred Thousand Dollars (\$600,000.00) (the URIF Funds). These funds shall be transferred to the City prior to or upon execution of this Agreement and shall be held in the Water/Sewer Capital Outlay Fund with the City and shall be utilized exclusively for the payment of the Jefferson Sewer Separation Project.

In addition, City has appropriated Four Hundred Thousand Dollars (\$400,000.00) to fund the Project. The Parties agree that the funds appropriated by City shall be utilized in full to fund the Project before use of the URIF Funds. Upon depletion of the funds appropriated by City, the URIF Funds shall be utilized for the sole purpose of funding the Project. City agrees to submit by email to URIF copies of all invoices to be paid with URIF Funds. Upon completion URIF may audit payments made for the Project.

The Parties agree that URIF shall be entitled to a refund of any portion of the URIF Funds not utilized for the Project. At the conclusion of the Project, the City shall provide URIF with a final accounting of the Project ("Final Accounting") along with any refund due to URIF in accordance with the terms of the Agreement. The Final Accounting shall be provided to URIF no later than sixty (60) days after the conclusion of the Project as determined by the Contractor. In the event that the City does not award the bid to the Contractor, does not enter into an Agreement with the Contractor with regard to the Project, or fails to obtain approval of the instant Agreement by April 1, 2025, URIF shall be entitled to terminate the instant Agreement and receive a refund of the URIF Funds in full.

4. Timing of Work.

The City shall make every effort to ensure that the Contractor completes all infrastructure necessary to install a storm sewer connection from the Schaap Center property no later than June 1, 2025. The City shall ensure that the Contractor substantially completes the City Plans no later than August 1, 2025.

5. Previous Agreements.

This Agreement supersedes any Agreements regarding the matters covered by this Agreement executed by the Parties.

6. Force Majeure.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from acts beyond the affected party's

reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riots, epidemics, pandemics, or other serious public health issues, or other civil unrest; (4) government order or law; (5) actions, embargoes, or blockades in effect on or after the date of this Agreement; (6) action by any governmental authority; (7) national or regional emergency; (8) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (9) labor shortages. The party suffering a Force Majeure event shall give prompt notice to the other party, but no later than within five days after the discovery of the Force Majeure, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and to mitigate the effects of the Force Majeure event.

7. Indemnification

URIF shall fully indemnify, defend, and save harmless the City, and its agents, consultants, employees, and officers from all suits and actions for damages of every name and description brought or claimed against them for, or on account of, any injury or damage to person or property received or sustained by any party or parties, resulting from the breach by URIF of the terms of this Agreement.

8. Binding Agreement.

This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, administrators, and assigns.

9. Amendment.

This Agreement constitutes the entire agreement between the Parties concerning the Project and this Agreement may be amended only by written consent of the Parties.

10. Enforcement.

If a court action or lawsuit is necessary to enforce this Agreement, the prevailing party in such action or lawsuit shall be entitled to reasonable attorney fees and costs.

11. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (a) upon deposit with the United States Postal Service as certified mail, return receipt requested, postage prepaid, (b) upon deposit with a nationally recognized next day courier delivery service, the same being addressed to the Party being notified at the address given below (or such other address which either Party may designate for itself from time to time hereafter by written notice to the other Party), or (c) by email to the addresses stated below provided the sender retains proof of transmission:

If to URIF: Urban Renewal Initiative
Foundation 26622 Woodward Ave.,
Ste. 225 Royal Oak, MI 48067
spokoj@fildewhinks.com

With a copy to: Stephen J. Pokoj
Fildew Hinks, PLLC
26622 Woodward Ave., Ste. 225
Royal Oak, MI 48067
spokoj@fildewhinks.com

If to City: City of Grosse Pointe Park
Attn: City Manager
15115 E. Jefferson Ave.
Grosse Pointe Park, MI 48230
sizelandnick@grossepointepark.org

With a copy to:

The Kelly Firm, PC
Attn: Dan Kelly
2825 University Dr.
Auburn Hills, MI 48326
dan@kellyfirm.com

12. Invalidity.

Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

13. **Applicable Law.**

This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan and shall be subject to enforcement only in Michigan courts.

14. Headings.

The headings contained herein are for the convenience of the Parties and are not to be used in

construing or interpreting this Agreement.

15. Effective Date.

This Agreement is deemed effective as of the date first written above.

IN WITNESS WHEREOF, the Parties hereto have executed the above instrument this ____ day of _____, 2025.

City of Grosse Pointe Park

Urban Renewal Initiative Foundation

By: _____
Its: _____

By: _____
Its: _____

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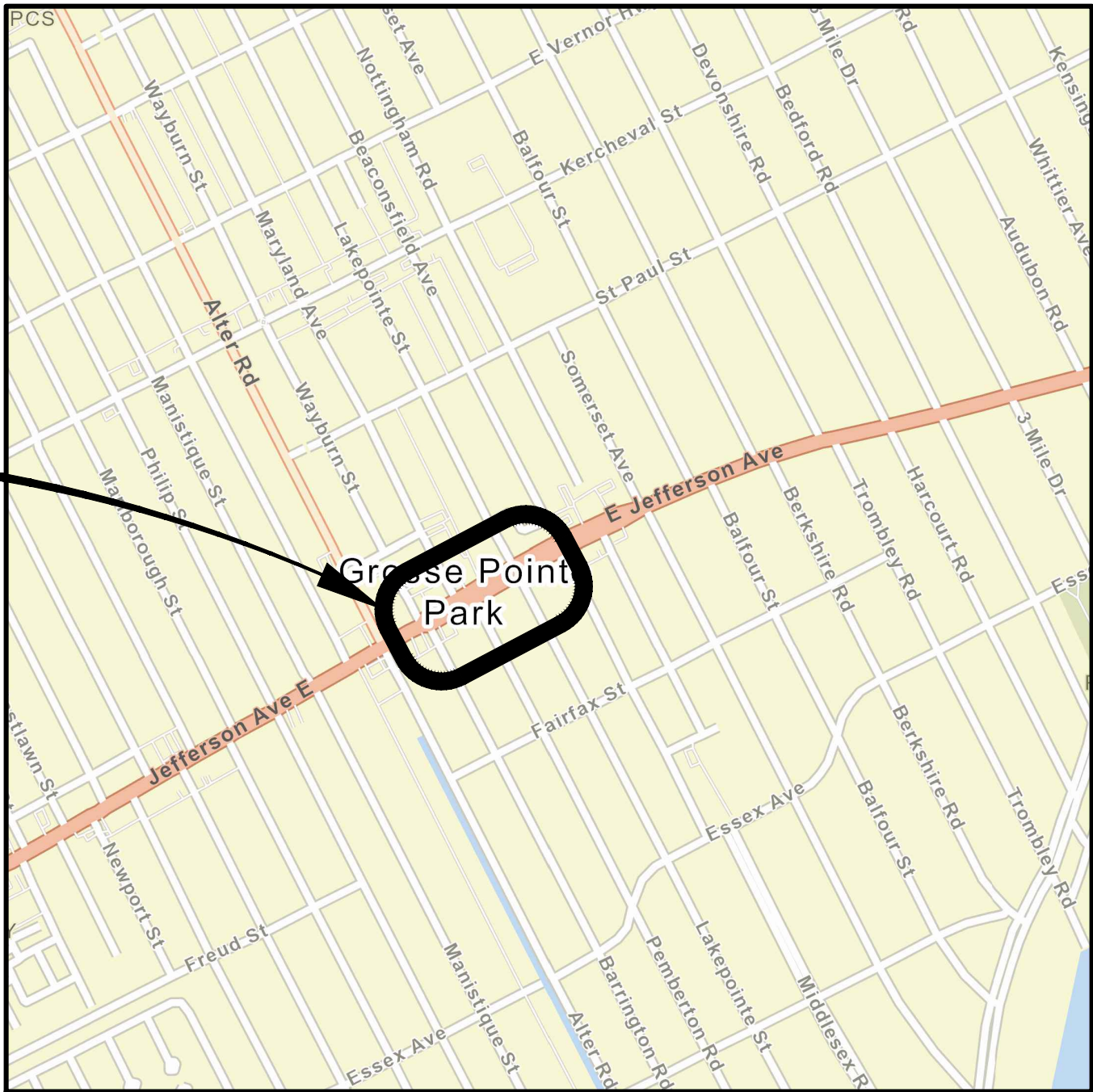
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GROSSE POINTE PARK
WAYNE COUNTY, MICHIGAN
JEFFERSON AVENUE SEWER SEPERATION

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	LEGEND
4	DETAILS
7	REMOVAL PLAN
8	CONSTRUCTION PLAN
9-11	PROFILES
12-14	LAKEPOINTE PROFILES & CALCULATIONS
15-16	ADVANCED WARNING SIGNAGE PH1 - PH3
17-18	STAGING PLAN PH1 - PH3

M.D.O.T. STANDARD PLANS	
TITLE	PLAN NO.
DRAINAGE STRUCTURES	R-1-G
COVER B	R-7-F
COVER D	R-9-D
CURB RAMP AND DETECTABLE WARNING DETAILS	R-28-J
DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS	R-29-I
CONCRETE CURB AND CONCRETE CURB & GUTTER	R-30-G
UTILITY TRENCHES	R-83-C
*SEEDING AND TREE PLANTING	*R-100-I
*MDOT SPECIAL DETAIL	

PROJECT AREA



LOCATION MAP
N.T.S.

GENERAL PROVISIONS

THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE DONE IN ACCORDANCE WITH THE PROPOSAL AND ACCOMPANYING SPECIFICATIONS FOR THIS PROJECT INCLUDING THE 2020 MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION, 2011 MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAMS GUIDELINES FOR GEOMETRICS DATED 7-24-2017.

THE LOCATION OF ALL PUBLIC UTILITIES SHOWN ON THESE PLANS IS TAKEN FROM THE BEST AVAILABLE DATA. THE CITY OF GROSSE POINTE PARK WILL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATIONS SHOWN. PURSUANT TO ACTS 173 & 174 OF THE P.A. OF 2013, AS A CONDITION OF THIS CONTRACT, NOTICE SHALL BE GIVEN TO MISS DIG PRIOR TO UNDERGROUND WORK TO BE PERFORMED IN ACCORDANCE WITH THIS CONTRACT, PHONE (800) 482-7171 (OR 811). UTILITY SERVICE CONNECTIONS ARE NOT SHOWN ON THE PLANS AND ARE NOT THE RESPONSIBILITY OF THE CITY OF GROSSE POINTE PARK.

THE ELEVATIONS SHOWN ON THESE PLANS ARE BASED ON NAVD 1988 VERTICAL DATUM.

APPLICATION DATE	PERMITS	APPROVAL DATE
	WAYNE COUNTY R.O.W. PERMIT	

GROSSE POINTE PARK
CITY COUNCIL

MICHELE HODGES
• MAYOR •

THOMAS J. CAULFIELD
• MAYOR PRO-TEM •

TIM KOLAR

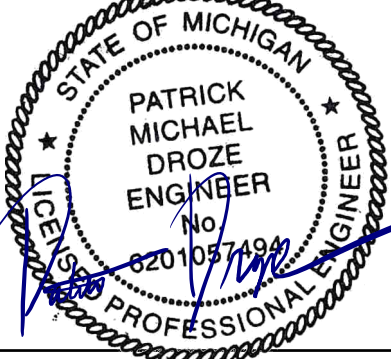
CHRISTINE M. GALLAGHER

MARTIN D. McMILLAN

BRENT DREAYER

MAX A WIENER
• COUNCIL MEMBERS •

CONTRACT FOR:
INSTALLATION OF APPROXIMATELY 835 FEET OF STORM SEWER RANGING IN SIZE FROM 8" TO 30" x 19". INCLUDED IN THIS WORK IS EIGHT ROUND MANHOLES AND THREE INLET STRUCTURES.

	Advancing Communities 1145 Griswold, Suite 200 Detroit, MI 48226 P (313) 481-1250
PREPARED UNDER THE SUPERVISION OF:	
	6201057494 Registration No. <i>December 11, 2024</i> Date
PATRICK M. DROZE, P.E.	
REVISIONS	
PROJECT NO. 7508-22-0050	SHEET NO. 1 OF 17

DRAWING PATH: P:\501_7600750820050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Misc\220505LEG_NOT.dwg Cc:09_2024-1-22pm

GENERAL PROVISIONS

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION EXCEPT AS NOTED HEREIN AND IN THE PROPOSAL BOOK.

CONTRACT PLANS FOR THIS PROJECT HAVE BEEN DEVELOPED AND PREPARED BY THE CITY OF GROSSE POINTE PARK AND OHM ADVISORS.

DURING CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL NOT PERFORM WORK BY PRIVATE AGREEMENT WITH PROPERTY OWNERS ADJACENT TO THE PROJECT.

THE CONTRACTOR SHALL CONDUCT THEIR OPERATIONS IN SUCH A MANNER TO COMPLY WITH ALL FEDERAL, STATE, AND LOCAL CODES FOR NOISE LEVELS, VIBRATIONS, OR ANY OTHER RESTRICTIONS WHILE REMOVING PAVEMENT OR FOR ANY OTHER CONSTRUCTION OPERATIONS WITHIN THIS CONTRACT TO BE INCLUDED IN THE RESPECTIVE ITEM OF WORK.

IF THE WORK EXTENDS BEYOND THE SEASONAL SHUTDOWN IN THE ABSENCE OF ANY APPROVED EXTENSION OF TIME, NO COMPENSATION WILL BE DUE TO THE CONTRACTOR FOR ANY WINTER PROTECTION MEASURES THAT MAY BE REQUIRED BY THE ENGINEER.

THE CONTRACTOR AND/OR HIS SUBCONTRACTOR SHALL NOTIFY "MISS DIG", WAYNE COUNTY, THE CITY OF GROSSE POINTE PARK, THE CITY OF GROSS POINTE, AND THEIR RESPECTIVE FIRE, POLICE, AND PUBLIC WORKS DEPARTMENTS 3 WORKING DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. IN ADDITION, 48 HOURS ADVANCED NOTIFICATION IS REQUIRED FOR ANY ROAD CLOSURES OR CHANGES IN CONSTRUCTION STAGING.

NO USE OF PRIVATE PROPERTY BY THE CONTRACTOR OR ANY SUBCONTRACTORS SHALL OCCUR BEFORE THE ENGINEER HAS WRITTEN AGREEMENT BETWEEN THE PROPERTY OWNER AND THE CONTRACTOR. THIS AGREEMENT MUST BE PROVIDED BY THE CONTRACTOR AND MUST BE NOTARIZED BY A PUBLIC NOTARY. IF SUCH USE DOES OCCUR BEFORE THE ENGINEER HAS POSSESSION OF THE NOTARIZED AGREEMENT, THE ENGINEER WILL ISSUE A NOTICE OF NON-COMPLIANCE SUSPENDING ALL WORK IMMEDIATELY UNTIL SUCH TIME AS A COPY OF THE WRITTEN, NOTARIZED PERMISSION IS SUBMITTED OR THE PROPERTY IN QUESTION HAS BEEN VACATED BY THE CONTRACTOR, OR ANY SUBCONTRACTORS, AND RESTORED TO ITS ORIGINAL CONDITION, WITH NO EXTENSION OF TIME OR ADDITIONAL COST FOR IDLE EQUIPMENT, DOWNTIME, ETC. TO THE CITY OF GROSSE POINTE PARK OR THE CITY OF GROSSE POINTE.

THE UTILITIES AND THEIR LOCATIONS SHOWN ON THE PLANS ARE DEEMED ACCURATE BUT NOT GUARANTEED.

ALL WORK REQUIRED FOR LOCATING EXISTING UTILITIES IN ACCORDANCE WITH MICHIGAN PUBLIC ACT 174 OF 2013 SHALL NOT BE PAID FOR SEPARATELY.

THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN SUCH A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.

ALL UTILITY STRUCTURES ARE TO BE OPENED BY THE CONTRACTOR FOR INSPECTION BY THE ENGINEER AND UTILITY REPRESENTATIVES FOR CONFIRMATION AND/OR CHANGE OF ADJUSTMENT AND RECONSTRUCTION QUANTITIES PRIOR TO BEGINNING ANY WORK. PAYMENT FOR INSPECTION OF UTILITY STRUCTURES SHALL BE PAID AS PART OF THE STRUCTURE COVER ADJUSTMENT ITEMS.

IF THE PLANS INDICATE THAT AN EXISTING UNDERGROUND UTILITY IS OR WILL BE OUT-OF-SERVICE WITHIN THE LIMITS OF THIS CONTRACT, THE CONTRACTOR IS CAUTIONED TO TREAT SUCH A LINE AS IF IT WERE STILL IN SERVICE AND TO NOTIFY "MISS DIG" WHEN WORKING IN THE AREA OF THE OUT-OF-SERVICE FACILITY.

THE FOLLOWING UTILITY COMPANIES HAVE FACILITIES WITHIN THE PROJECT LIMITS AND MAY BE RELOCATING OR REPLACING FACILITIES, WHICH MAY OR MAY NOT BE SHOWN ON THE PLANS, IN CONJUNCTION WITH THE PROPOSED ROAD WORK. THE CONTRACTOR OR SUBCONTRACTOR MAY BE REQUIRED TO COORDINATE THEIR OPERATIONS WITH THESE AND/OR OTHER UTILITIES AS DIRECTED BY THE ENGINEER. NO ADDITIONAL PAYMENT OF COMPENSATION WILL BE ALLOWED FOR THIS ACTIVITY.

DTE ENERGY (ELECTRIC) (313)-407-5364 FOR EMERGENCIES, CALL 1-800-477-5050.	GREAT LAKES WATER AUTHORITY DANIEL MILLER DANIEL.MILLER@GLWATER.ORG 6425 HUBER ST, FIRST FLOOR DETROIT, MI 48211 (313)-378-4908
DTE ENERGY (GAS) KARL A. SCHNEIDER DTE_MAPPINGTEAM@DTEENERGY.COM (248)-318-7839	DETROIT WATER & SEWAGE DEPARTMENT KENOSHA DAVISON KENOSHA.DAVISON@DETROITMI.GOV 6425 HUBER ST DETROIT, MI 48211 (313)-267-1261
AT&T DAREN HECKMAN DH7851@ATT.COM 54 N. MILL ST, 4TH FLOOR PONTIAC, MI 48342 (586)-382-9918	
COMCAST CABLE JEFF DOBIES 25626 TELEGRAPH SOUTHFIELD, MI 48034 (248)-809-2715	
CITY OF GROSSE POINTE PARK TOM JENNY JENNYT@GROSSEPOINTPARK.ORG 1005 WAYBURN ST GROSSE POINTE PARK, MI 48230 (313)-822-5100	

TRAFFIC SAFETY

THE CONTRACTOR SHALL CONDUCT THEIR OPERATIONS IN SUCH A MANNER THAT LOCAL TRAFFIC AND EMERGENCY VEHICLES SHALL HAVE ACCESS WITHIN THE PROJECT AT ALL TIMES IN A MANNER APPROVED BY THE ENGINEER. THIS SHALL BE INCLUDED IN THE COST OF THE PROJECT.

ADDITIONAL SIGNS AND BARRICADES NECESSARY TO PROTECT TRAFFIC, AS DIRECTED BY THE ENGINEER, SHALL BE PAID FOR BY THEIR APPROPRIATE PAY ITEM. HOWEVER, ADDITIONAL DEVICES FOR CONTRACTOR CONVENIENCE, AS DETERMINED BY THE ENGINEER, WILL NOT BE PAID FOR.

PART-WIDTH CONSTRUCTION OF RESIDENTIAL DRIVEWAYS AND SIDE STREET APPROACHES TO MAINTAIN ACCESS SHALL BE INCLUDED IN THE COST OF THE PAVING PAY ITEMS.

EARTHWORK

GRADING
ALL NATURAL SOIL LEFT IN PLACE, IN CUT SECTIONS, SHALL BE COMPACTED TO NOT LESS THAN 95 PERCENT OF MAXIMUM UNIT WEIGHT TO A MINIMUM DEPTH OF 12 INCHES.

THE LIMIT OF EARTH DISTURBANCE SHALL BE THE SLOPE STAKE LINE UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

AREAS DISTURBED BY THE CONTRACTOR OR SUBCONTRACTOR SHALL BE RESTORED AS SPECIFIED IN THE SOIL EROSION AND SEDIMENTATION CONTROL PLANS OR DIRECTED BY THE ENGINEER. NO ADDITIONAL PAYMENT OR COMPENSATION WILL BE ALLOWED FOR AREAS DISTURBED OUTSIDE THE SLOPE STAKE LINE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE PROPERTY BEYOND THE SLOPE STAKE LINE, INCLUDING EXISTING FENCING, LAWN, TREES, SHRUBBERY, AND SIDEWALKS.

AGGREGATES
WATER REQUIRED FOR COMPACTION SHALL BE INCLUDED IN THE COST OF EARTHWORK PAY ITEMS.

SAWING FOR PAVEMENT REMOVAL TO THE DEPTH REQUIRED FOR NEAT REMOVAL OF PAVEMENTS OR CURBS SHALL BE INCLUDED IN THE REMOVAL ITEM. SAWING DEPTH SHALL BE ADEQUATE TO PREVENT SPALLING, CHIPPING, OR DAMAGE TO EXISTING PAVEMENT EDGES LEFT IN PLACE AS DIRECTED BY THE ENGINEER.

THE LOCATION OF ALL CURB REMOVAL, PROPOSED CURB, AND CURB DROPS SHOWN ON THE PLANS ARE TO BE VERIFIED IN THE FIELD BY THE ENGINEER PRIOR TO CONSTRUCTION.

EXCAVATION DROP-OFFS GREATER THAN 8 INCHES SHALL BE PROTECTED BY 4-FOOT TALL ORANGE PLASTIC SAFETY FENCE (SNOW FENCE) SECURELY ATTACHED TO GROUND DRIVEN STAKES WHEN LEFT OVERNIGHT. SAFETY FENCING SHALL BE MAINTAINED UNTIL AREA IS WITHIN 8 INCHES OF ADJACENT GRADE. PAYMENT FOR THIS WORK IS INCLUDED IN MINOR TRAF DEVICES (LS).

SOIL BORINGS AND PAVEMENT CORES
THE SOIL BORING LOGS DEPICT POINT LOCATIONS AND DO NOT IMPLY THAT THE SURFACE OR SUBSURFACE CONDITIONS ARE THE SAME IN OTHER AREAS. BORING AND PAVEMENT CORE LOCATIONS ARE SHOWN ON THE PLANS. SOIL BORING AND CORE LOGS ARE INCLUDED IN THE SPECIFICATIONS.

PAVING

IF EXISTING REINFORCING STEEL, TIE BARS, OR OTHER STEEL IS ENCOUNTERED DURING THE MILLING OF THE EXISTING PAVEMENT, IT SHALL BE REMOVED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER AND THE COST OF REMOVAL SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE COST OF MILLING.

HMA PAVING
ALL LONGITUDINAL JOINTS SHALL BE CONSTRUCTED WITH THE USE OF A JOINT MATCHING SHOE.

REMOVING HMA PATCHES THAT MAY COMPROMISE THE PERFORMANCE OF THE OVERLAY (501.03.C.7), THAT ARE NOT OTHERWISE CALLED OUT ON THE PLANS, SHALL BE DONE AS DIRECTED BY THE ENGINEER AND BE REMOVED AND PAID FOR AS COLD MILLING HMA SURFACE (SYD).

THE INSTALLATION OF INLET PROTECTION DEVICES FOR PROTECTION OF DRAINAGE STRUCTURES DURING CONSTRUCTION IN ACCORDANCE WITH SECTION 208 (403.03.A.9) IS NOT REQUIRED FOR MILLING OR HMA OPERATIONS.

THE ENGINEER MAY DIRECT THAT DRIVEWAYS OR OTHER CONSTRUCTION BE CONSTRUCTED PART-WIDTH AT A TIME TO MAINTAIN TRAFFIC OR PEDESTRIAN ACCESS. THIS SHALL NOT BE A BASIS FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME.

REPLACEMENT CURB TO BE EPOXY ANCHORED TO ADJACENT EXISTING CURB AS DIRECTED BY THE ENGINEER.

ANY RANDOM, IRREGULARLY CRACKED NEW CONCRETE PAVEMENT OR CONCRETE CURB & GUTTER THAT OCCURS BEFORE THE PAVEMENT IS OPENED TO TRAFFIC SHALL BE REMOVED AND REPLACED AT THE SOLE EXPENSE OF THE CONTRACTOR PRIOR TO OPENING THE PAVEMENT TO TRAFFIC.

DRAINAGE FEATURES

GENERAL
THE CONTRACTOR IS TO EXERCISE CARE TO AVOID SILTING OF WATERS OF THE STATE DURING CONSTRUCTION, PROVISIONS WILL BE MADE FOR CONTROL OF EROSION ON SHOULDERS AND SLOPES BY MEANS OF SEEDING, SODDING OR OTHER ACCEPTABLE METHODS ALLOWED BY MDEQ PERMITS.

EXCAVATED MATERIAL SHALL NOT BE TEMPORARILY STORED IN THE 100 YEAR FLOOD PLAIN OR WETLAND. EXCAVATED MATERIAL MUST NOT BE ALLOWED TO ERODE INTO THE WATERS OF THE STATE (STREAMS, RIVERS, LAKES, WETLANDS). THE CONTRACTOR SHALL NOT STORE EXCAVATED MATERIAL WITHIN THE CONSTRUCTION AREA.

LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR WITH THE UTILITY OWNERS, AND MAY REQUIRE EXPOSING THE UTILITY. EXPLORATION FOR EXISTING UTILITIES SHALL BE INCLUDED IN THE COST OF CONSTRUCTION OF THE RELATED PAY ITEMS.

DRAINAGE STRUCTURES & UTILITY STRUCTURES
FINAL ADJUSTMENT OF ALL STRUCTURES BOTH NEW AND EXISTING SHALL BE MADE PRIOR TO PLACING THE FINAL SURFACE COURSE OF HMA.

WHEN EXCAVATING FOR UTILITY CONSTRUCTION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO:

BEFORE EACH DAY'S WORK, OR WHEN MOVING TO A NEW AREA OF WORK, DETERMINE AND EVALUATE THE LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA. IF LOCATION STAKES HAVE BEEN REMOVED OR DO NOT APPEAR CORRECT, THE CONTRACTOR SHALL NOT EXCAVATE UNTIL ALL UTILITIES HAVE HAD AN OPPORTUNITY TO CHECK THEIR LOCATIONS. ANY DELAYS INCURRED, DUE TO CHECKING OR RE-STAKING OF UTILITIES, SHALL NOT BE A BASIS FOR ADDITIONAL COMPENSATION OR TIME.

WHEN EXCAVATING FOR UTILITY CONSTRUCTION, THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT THE EXISTING GAS, WATER, SANITARY, ELECTRIC, FIBER OPTIC AND ANY OTHER FACILITIES WHICH MAY BE ENCOUNTERED, BY THE USE OF SHEETING OR OTHER METHODS AS APPROVED BY THE ENGINEER, INCLUDED IN THE SEWER CONSTRUCTION.

DRAINAGE FEATURES (CONT'D)

UNSOUD PORTIONS OF EXISTING STRUCTURES SHALL BE REPAIRED TO MAINTAIN STRUCTURAL INTEGRITY AND SHALL BE PAID FOR AS DR STRUCTURE, ADJ, ADD DEPTH (FT) OR PUBLIC UTILITY STRUCTURE, ADJ, ADD DEPTH (FT).

NEW OR ADJUSTED STRUCTURES WITHIN THE HMA ROADWAY SHALL BE BACKFILLED WITH GRANULAR MATERIAL CLASS II UP TO THE SUBGRADE ELEVATION, OR TO AN ELEVATION DETERMINED BY THE ENGINEER. AFTER FINAL ADJUSTMENT OF THE STRUCTURE TO THE PROPOSED ELEVATION, THE VOID AREA AROUND THE STRUCTURE SHALL BE COMPLETELY BACKFILLED WITH CONCRETE MIXTURE AS DIRECTED BY THE ENGINEER, TO PROVIDE A STABLE BASE AROUND THE STRUCTURE WHICH SHALL BE INCLUDED IN THE COST OF THE NEW OR ADJUSTMENT ITEM. A MINIMUM OF 24 HOURS CURE TIME SHALL BE PROVIDED PRIOR TO BEGINNING PAVING OPERATIONS IN THESE AREAS.

FINAL ADJUSTMENTS OF ALL STRUCTURES BOTH NEW AND EXISTING SHALL BE MADE PRIOR TO PLACING THE FINAL SURFACE COURSE OF HMA. STRUCTURE RIM SHALL BE WITHIN 0.25 INCHES OF FINAL ELEVATION OF HMA OR CONCRETE PAVEMENT USING THE 10 FOOT STRAIGHT EDGE METHOD. CORRECTIONS TO MEET THIS TOLERANCE ARE AT THE CONTRACTOR'S COST.

IRRIGATION RESTORATION OF PRIVATE PROPERTY

IRRIGATION SYSTEMS / SPRINKLERS
SPRINKLER SYSTEMS WITHIN THE PROJECT LIMITS, OR IMPACTED BY THE WORK OF THIS CONTRACT, SHALL BE REPAIRED WITH AT LEAST EQUAL QUALITY MATERIALS AND WORKMANSHIP, TO A FUNCTIONING CONDITION AT LEAST AS GOOD AS EXISTED PRIOR TO THE BEGINNING OF THE PROJECT.

FOR THE CONTRACTOR TO BE REIMBURSED FOR IRRIGATION / SPRINKLER SYSTEM REPAIRS, BEFORE ANY CONTRACT WORK BEGINS, THE CONTRACTOR SHALL ARRANGE A WALK-THROUGH WITH THE PROPERTY OWNER OR DESIGNATED REPRESENTATIVE, ACCOMPANIED BY THE ENGINEER OR INSPECTOR, FOR EACH ADJACENT PROPERTY, FOR THE PURPOSE OF DETERMINING AND EVALUATING THE EXISTING SPRINKLER SYSTEM DESIGN (LOCATION AND TYPES OF LINES, HEADS, VALVES, CONTROLLERS) AND ITS FUNCTIONALITY AND INTEGRITY.

IRRIGATION / SPRINKLER SYSTEM DESIGN INFORMATION SHALL BE DOCUMENTED BY THE CONTRACTOR WITH SKETCHES, DRAWINGS AND NARRATIVE, AND SHALL BE SUBMITTED TO AND USED BY THE ENGINEER TO VERIFY NEED AND APPROVE ANY REPAIRS TO THE SYSTEM AND SUBSEQUENT PAYMENT.

NO PAYMENT SHALL BE MADE FOR REPAIRS NOT DEEMED NECESSARY AND APPROVED BY THE ENGINEER AS A RESULT OF THIS WALK-THROUGH AND EVALUATION PROCESS. FAILURE OF THE CONTRACTOR TO FULFILL THESE REQUIREMENTS WILL CAUSE THE ENGINEER TO MAKE THE REPAIRS AND CHARGE THE FULL COST TO THE CONTRACTOR AS A CONTRACT ADJUSTMENT.

SPRINKLER HEADS SHALL NOT BE COVERED WHEN PLACING TOPSOIL AND SOD.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE CONTRACTOR OR CONTRACTOR OPERATIONS TO SPRINKLER SYSTEMS OUTSIDE THE PROJECT LIMITS OR SLOPE STAKE LINE.

NON-MOTORIZED FACILITIES

EMBANKMENT WHERE REQUIRED SHALL BE APPROVED MATERIAL OR GRANULAR MATERIAL, CL II AND IS INCLUDED IN THE CONTRACT UNIT PRICE FOR EMBANKMENT, CIP (CYD). GRADE PREPARATION, FINAL TRIM, AND CLEANUP SHALL BE INCLUDED AS A PART OF SIDEWALK CONSTRUCTION.

SIDEWALK IS SUSCEPTIBLE TO CRACKING. THEREFORE, ONCE IT HAS BEEN PLACED, OR IF IT IS EXISTING SIDEWALK, THE CONTRACTOR SHALL NOT PUT ANY EQUIPMENT OF ANY KIND ON IT, FOR ANY REASON, EVEN FOR TURF ESTABLISHMENT OR RESTORATION WORK OUTSIDE THE SIDEWALK. THE CONTRACTOR SHALL PLAN AND STAGE NECESSARY WORK OUTSIDE THE SIDEWALK TO PREVENT THE PLACEMENT OF ANY EQUIPMENT ON THE SIDEWALK, EXISTING OR NEW. CRACKED, CHIPPED, SPALLED, OR DAMAGED SIDEWALK, NEW OR EXISTING, SHALL NOT BE ACCEPTED AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

SAWCUTS

THE CONTRACTOR SHALL SAWCUT FULL DEPTH THE EXISTING CONCRETE AND/OR HMA PAVEMENT TO THE NEAREST JOINT OF PROPOSED CONSTRUCTION LIMITS, TO MAKE A NEAT AND SMOOTH CONNECTION TO THE EXISTING PAVEMENT AS REQUIRED AND DIRECTED. THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT UNIT PRICE BID FOR OTHER REMOVAL ITEMS.

WAYNE COUNTY DPS GENERAL NOTES

- ALL WORK WITHIN THE WAYNE COUNTY ROAD RIGHT-OF-WAY (ROW) AND DRAIN EASEMENT SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND GENERAL SPECIFICATIONS, INCLUDING SOIL EROSION AND SEDIMENTATION CONTROL OF THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES, AND MDOT 2012 SPECIFICATIONS FOR CONSTRUCTION.
- THESE PLANS ARE NOT VALID WITHOUT ATTACHMENT OF THE WAYNE COUNTY PERMIT SPECIFICATIONS FOR CONSTRUCTION WITHIN THE ROAD ROW, PARKS, DRAIN EASEMENT OR SANITARY SEWER UNDER JURISDICTION OF THE WAYNE COUNTY (07/01/93) REVISED 12/15/2004
- CONTRACTOR SHALL CONTACT MISS DIG AT 811 TO IDENTIFY AND FLAG / MARK THE LOCATIONS OF ALL UNDERGROUND UTILITIES AT THE PROPOSED CONSTRUCTION AREAS PRIOR TO START OF CONSTRUCTION, AND SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES, AND RESOLVE ANY CONFLICT BETWEEN THE PROPOSED WORK AND THE EXISTING UNDERGROUND OR ABOVEGROUND UTILITIES.
- CONTRACTOR SHALL MAINTAIN 18' MINIMUM VERTICAL CLEARANCE AND 3 FEET MINIMUM HORIZONTAL CLEARANCE BETWEEN THE PROPOSED AND EXISTING UTILITIES. ANY PROPOSED UTILITY PERMITTED TO CROSS UNDER THE ROAD OR DRAIN, MUST BE PLACED A MINIMUM OF 7 FEET BELOW THE LOWEST POINT OF THE ROAD, OR 6 FEET BELOW THE DRAIN BOTTOM. OVERHEAD WIRES/CABLES MUST BE INSTALLED 18 FEET MINIMUM ABOVE THE ROAD CENTERLINE. TO RELOCATE ANY UTILITY WITHIN THE ROAD ROW, THE CONTRACTOR SHALL COORDINATE THE RELOCATION WITH THE UTILITY COMPANY AND AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
- ALL SURVEY MONUMENTS / CORNERS AND BENCH MARKS LOCATED WITHIN THE CONSTRUCTION AREA MUST BE PRESERVED IN ACCORDANCE WITH PUBLIC ACT 74 AS AMENDED (INCLUDING ACT 34, P.A. 2000) AND AS PER WAYNE COUNTY PERMIT RULE 1.5. THE PERMIT HOLDER AND CONTRACTOR SHALL COORDINATE THE WORK WITH A PROFESSIONAL SURVEYOR LICENSED IN THE STATE OF MICHIGAN DURING CONSTRUCTION ACTIVITIES FOR THE PURPOSE OF WITNESSING, PRESERVING OR REPLACING SURVEY MONUMENTS AND MONUMENT BOXES.
- EXPOSURE OF ANY UTILITIES UNDER THE PAVEMENT WILL NOT BE PERMITTED, UNLESS APPROVED BY THE WAYNE COUNTY ENGINEER. PAVEMENT REMOVAL AND REPLACEMENT SHALL BE PERFORMED PER APPLICABLE WAYNE COUNTY STANDARD DETAILS AN AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
- CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS WITHIN THE WAYNE COUNTY ROAD ROW AND DRAIN EASEMENT WITH 3" TOPSOIL, THM SEED MIX AND MULCH. SLOPES STEEPER THAN 1 ON 3 SHALL BE RESTORED BY PLACING SOD ON 2" TOPSOIL.
- ALL BACKFILLS UNDER OR WITHIN 3 FEET OF THE PROPOSED OR EXISTING PAVEMENT, CURB OR SIDEWALK SHALL CONFORM TO THE WAYNE COUNTY TRENCH 'B' BACKFILL REQUIREMENTS. TRENCH 'A' BACKFILL MAY BE USED WITHIN THE ROAD ROW AREAS UNDER CONDITIONS OTHER THAN THOSE SPECIFIED FOR TRENCH 'B'.
- CONTRACTOR IS RESPONSIBLE FOR RESTORING OR REPLACING ALL DISTURBED LANDSCAPED AREAS, SPRINKLER SYSTEMS, FENCES, SIGNS, MAIL BOXES, ETC. WITHIN THE WAYNE COUNTY ROAD ROW AND / OR AS DIRECTED BY THE COUNTY ENGINEER.
- CONTRACTOR SHALL MAINTAIN TWO-WAY TRAFFIC AT ALL TIMES. OTHERWISE, DETOURING TRAFFIC MUST BE PER APPROVED PLANS. ALL SIGNING AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF M.M.U.T.C.D.
- MAINTAIN A SAFE AND ADEQUATE TRAVEL ROUTE FOR PEDESTRIANS AT ALL TIMES THROUGHOUT THE PROJECT DURATION.
- TUNNELING, BORING AND JACKING OPERATIONS SHALL BE IN ACCORDANCE WITH THE WAYNE COUNTY SPECIFICATIONS AND DETAILS. BORE PITS SHALL BE PLACED AT MINIMUM 10 FEET FROM THE BACK OF CURB OR EDGE OF PAVEMENT.
- REMOVE ALL ABANDONED CONDUITS FROM THE COUNTY ROADS ROW OR AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
- CONTRACTOR SHALL PROVIDE COLD WEATHER PROTECTION FOR ALL PROPOSED CONCRETE WORK (PAVEMENTS, SIDEWALKS, DRIVE APPROACHES, ETC.) AS DIRECTED BY THE WAYNE COUNTY ENGINEER.
- OVERNIGHT VEHICLE PARKING AND STORAGE OF CONSTRUCTION MATERIALS AND EQUIPMENT'S ARE NOT PERMITTED WITHIN THE WAYNE COUNTY ROADS RIGHTS-OF-WAY.
- CONTRACTOR SHOULD OBTAIN SOIL EROSION AND SEDIMENTATION CONTROL PERMIT FROM THE WAYNE COUNTY DPS. CONTACT THE WAYNE COUNTY SOIL EROSION OFFICE AT (734) 326-5565, OR THE COMMUNITY HAVING JURISDICTION OVER THE SOIL EROSION PERMIT.
- CONTRACTOR SHALL NOTIFY THE WAYNE COUNTY TRAFFIC SIGNAL SHOP AT (734) 955-2161 AT LEAST 72 HOURS PRIOR TO START OF WORK AT OR NEAR ANY SIGNALIZED INTERSECTIONS.
- CONTRACTOR SHALL NOTIFY WAYNE COUNTY 72 HOURS PRIOR TO START OF CONSTRUCTION. CONTACT THE PERMIT OFFICE AT (734) 858-2761.



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1145 Griswold, Suite 200
Detroit, MI 48226
P (313) 461-1250

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REVISIONS:

VERT DATUM

NAVD83

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V

N.T.S.

H

CITY/VILLAGE/TOWNSHIP

WAYNE

CADD

SM

PROJ. INGR

ENG

PROJ. NUMBER

7606-22-0050

DATE

8/05/2023

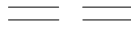
SHEET

GROSSE POINTE PARK
JEFFERSON AVENUE SEWER SEPERATION
GENERAL NOTES

DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Misc\220050LEG_NOT.dwg Oct 09, 2024 - 1:22pm

WATER & SEWER UTILITY SYMBOLS

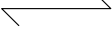
EXISTING

	ST	STORM MANHOLE
		SQUARE CATCH BASIN
		ROUND CATCH BASIN
		CULVERT
		CULVERT W/O END SECTION
		CULVERT W/END SECTION
	S	SANITARY MANHOLE
	CO	CLEAN OUT
	GW	GATE VALVE & WELL
		GATE VALVE & BOX
	W	WATER STOP BOX
		FIRE HYDRANT
	MP	METER PIT
		WATER METER
	SH	SPRINKLER HEAD
		IRRIGATION VALVE

PROPOSED

		STORM MANHOLE
		INLET/CATCH BASIN
		CULVERT END SECTION
		SANITARY MANHOLE
	GV&W	GATE VALVE & WELL
	GV&B	GATE VALVE & BOX
	TSV&W	TAPPING SLEEVE VALVE & WELL
	TSV&B	TAPPING SLEEVE VALVE & BOX
		FIRE HYDRANT

REAL ESTATE SYMBOLS

	CONTIGUOUS PROPERTY SYMBOL
	PARCEL NUMBER BOX
	NO ROW IMPACTS

MISCELLANEOUS UTILITY SYMBOLS

EXISTING

	GUY WIRE
	GUY POLE
	UTILITY POLE
	UTILITY POLE W/LIGHT
	LIGHT/DECOR LAMP POLE
	FLOOD LIGHT
	GAS VALVE
	GAS VENT
	GAS METER
	GAS RISER
	TRAFFIC SIGNAL
	PEDESTRIAN RISER
	TRANSFORMER PAD
	PRIVATE UTILITY MANHOLE
	RAILROAD CROSSING
	ELECTRIC METER
	PHONE BOOTH
	TRAFFIC SIGNAL CONTROLLER
	HAND HOLE
	ELECTRIC RISER
	TELEPHONE RISER
	CABLE TV RISER
	MONITORING WELL
	UNDERGROUND MARKER

MISCELLANEOUS SYMBOLS

EXISTING

	RIPRAP
	SIGN
	FLOW DIRECTION
	STUMP
	WETLAND
	CONIFEROUS TREE
	DECIDUOUS TREE
	CONIFEROUS SHRUB
	DECIDUOUS SHRUB
	SOIL BORING
	SECTION CORNER
	MONUMENT
	IRON ROD/PIPE
	PK NAIL
	BENCHMARK
	TRAVERSE POINT
	MAIL/NEWSPAPER BOX
	FLAG POLE
	POST

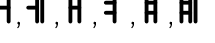
HAZARDOUS OR
FLAMMABLE MATERIAL

USED WITH UNDERGROUND GAS &
ELECTRICAL LINES

CAUTION — CRITICAL
UNDERGROUND UTILITY

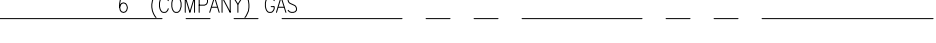
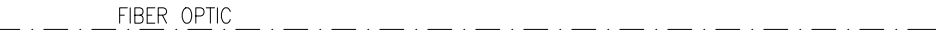
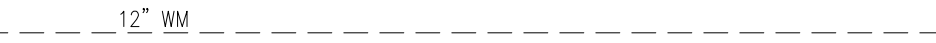
USED WITH TELEPHONE &
FIBER OPTIC LINES

PROPOSED

	RIPRAP
	SIGN
	FLOW DIRECTION
	STRUCTURE NUMBER WM SAN STM
	ADA SIDEWALK RAMP

UTILITY PATTERN

EXISTING

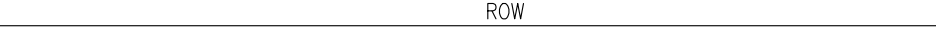
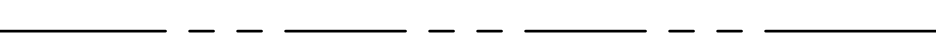
	ELEC	ELECTRICAL *
	6" (COMPANY) GAS	GAS\OIL
	(COMPANY) CABLE/TEL	CABLE/TELEPHONE *
	FIBER OPTIC	FIBER OPTIC *
	12" WM	WATER
	12" SAN	SANITARY
	12" STM	STORM

PROPOSED

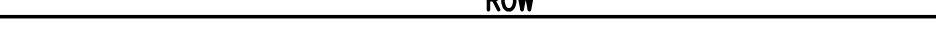
	12" ~>	STORM/SANITARY/WATER
	12"	PRIMARY UTILITY WILL HAVE A CONTINUOUS LINESTYLE, WITH THE SECONDARY UTILITY MATCHING ITS RESPECTIVE EXISTING UTILITY LINESTYLE
*O.H. = OVERHEAD , U.G. = UNDERGROUND		

ROW PATTERN

EXISTING

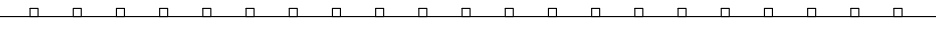
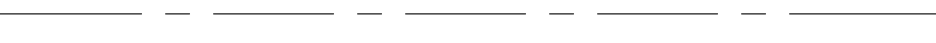
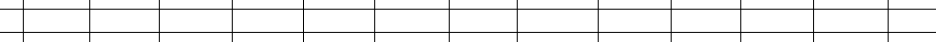
	ROW	ROW
		SECTION
		PROPERTY/PARCEL

PROPOSED

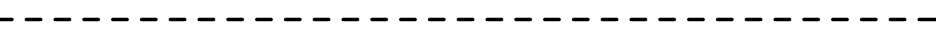
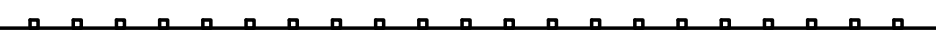
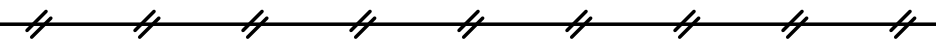
	ROW	ROW
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TOPO PATTERN

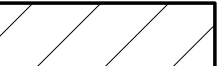
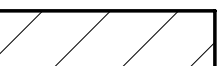
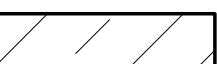
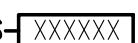
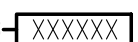
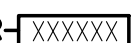
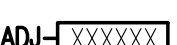
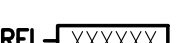
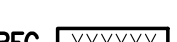
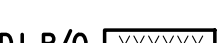
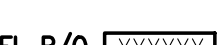
EXISTING

		HEDGE/TREE
		FENCE
		GUARDRAIL
		CENTERLINE OF DITCH
		RAILROAD
		WETLAND/EDGE OF WATER

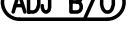
PROPOSED

		GRADING LIMIT (SLOPE STAKE)
		CENTERLINE OF DITCH
		GUARDRAIL
		FENCE

REMOVAL LEGEND

	SIDEWALK REMOVAL
	HMA SURFACE REMOVAL
	PAVEMENT REMOVAL
	COLD MILLING HMA SURFACE
	HMA BASE CRUSHING AND SHAPING
	EXCAVATION, EARTH, MODIFIED
	CURB AND GUTTER, REM
	TREE, REM
	S-SALVAGE
	B-BULKHEAD
	A-ABANDON
	R-REMOVE
	ADJ-ADJUST
	REL-RELOCATE
	REC-RECONSTRUCT
	R B/O-REMOVE BY OTHERS
	ADJ B/O-ADJUST BY OTHERS
	REL B/O-RELOCATE BY OTHERS

IF NECESSARY FOR CLARITY

	SALVAGE
	BULKHEAD
	ABANDON
	CLEARING
	REMOVE
	RELOCATE
	RECONSTRUCT
	RELOCATE BY OTHERS
	ADJ B/O-ADJUST BY OTHERS

SPECIAL LEGEND



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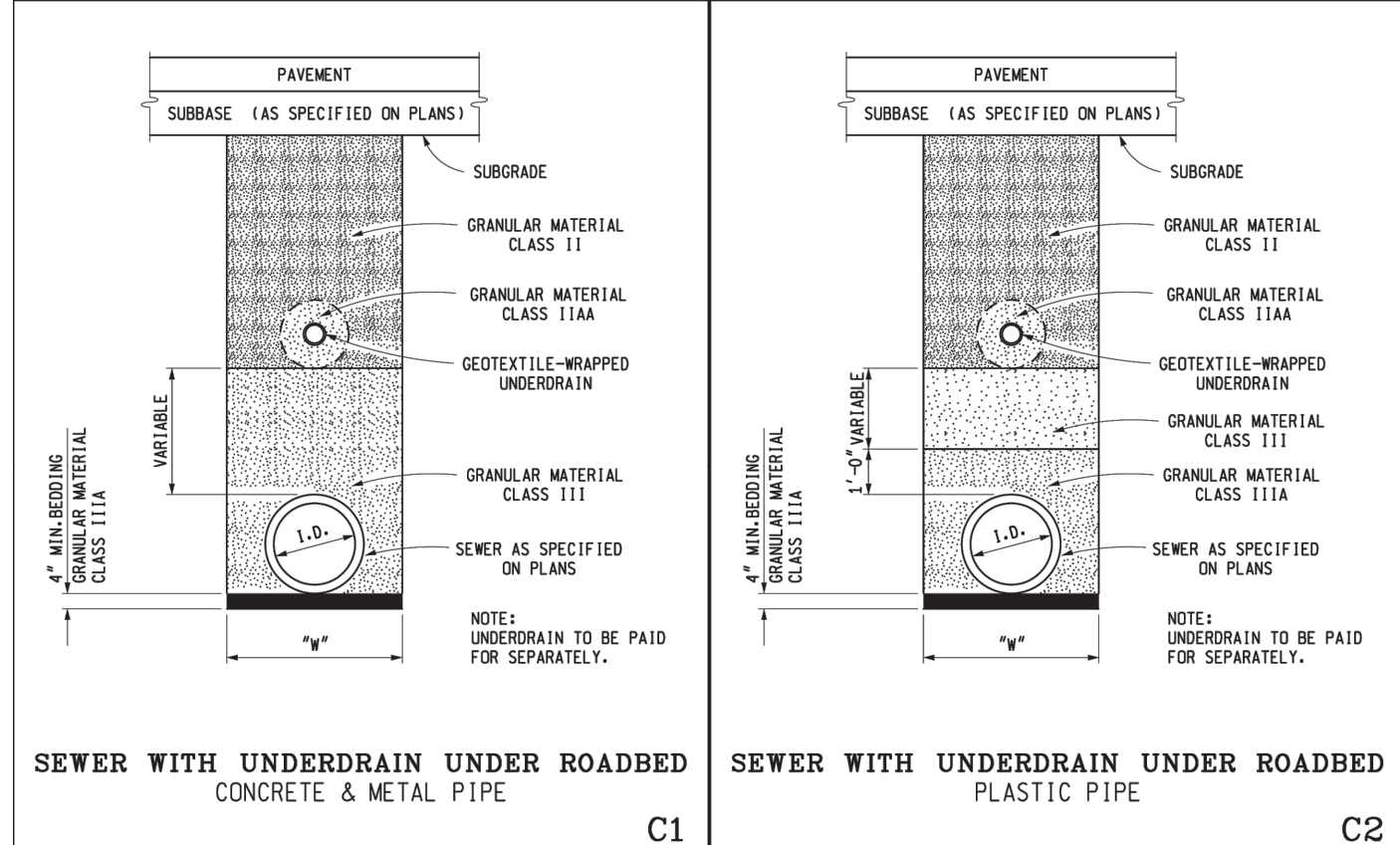
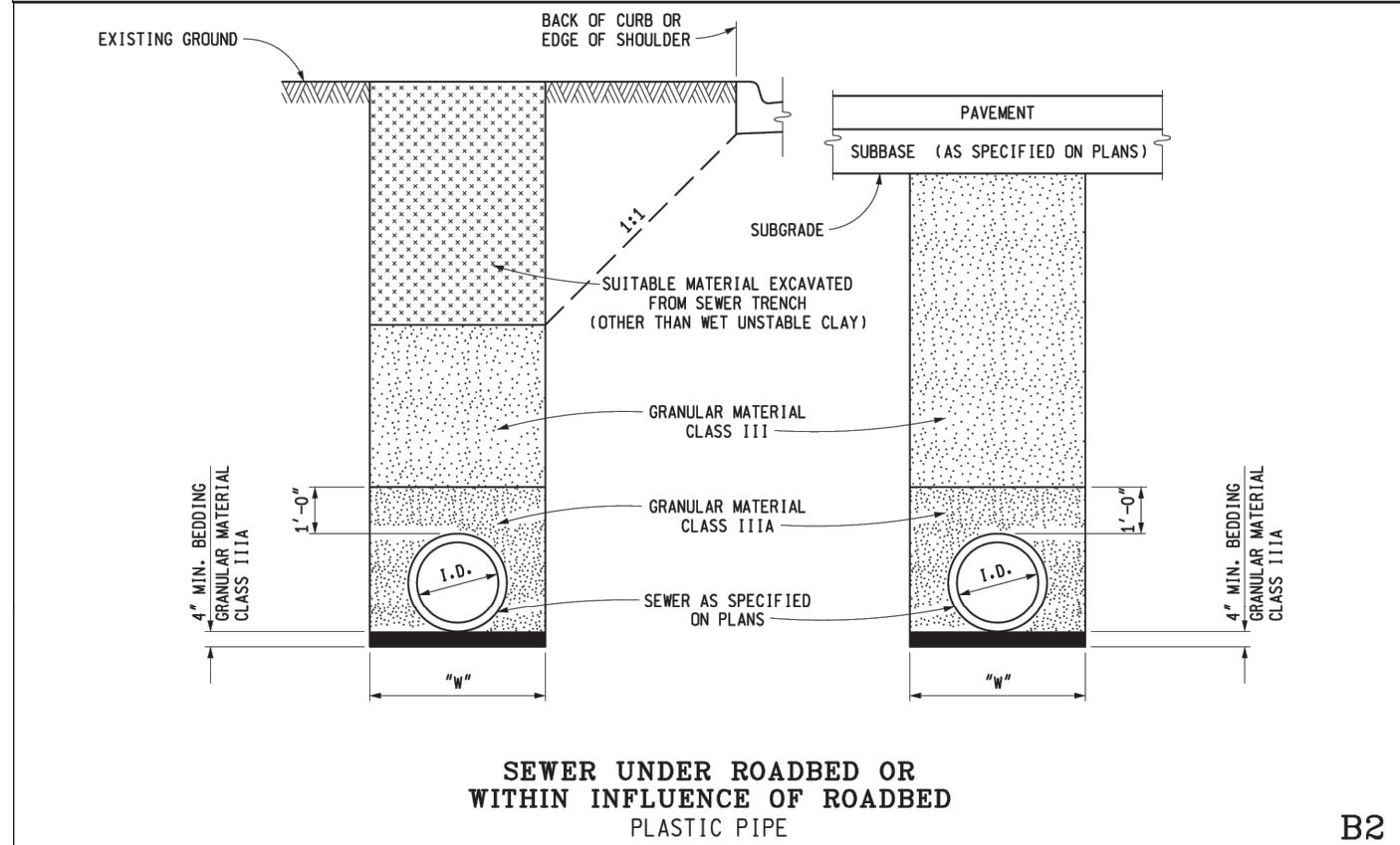
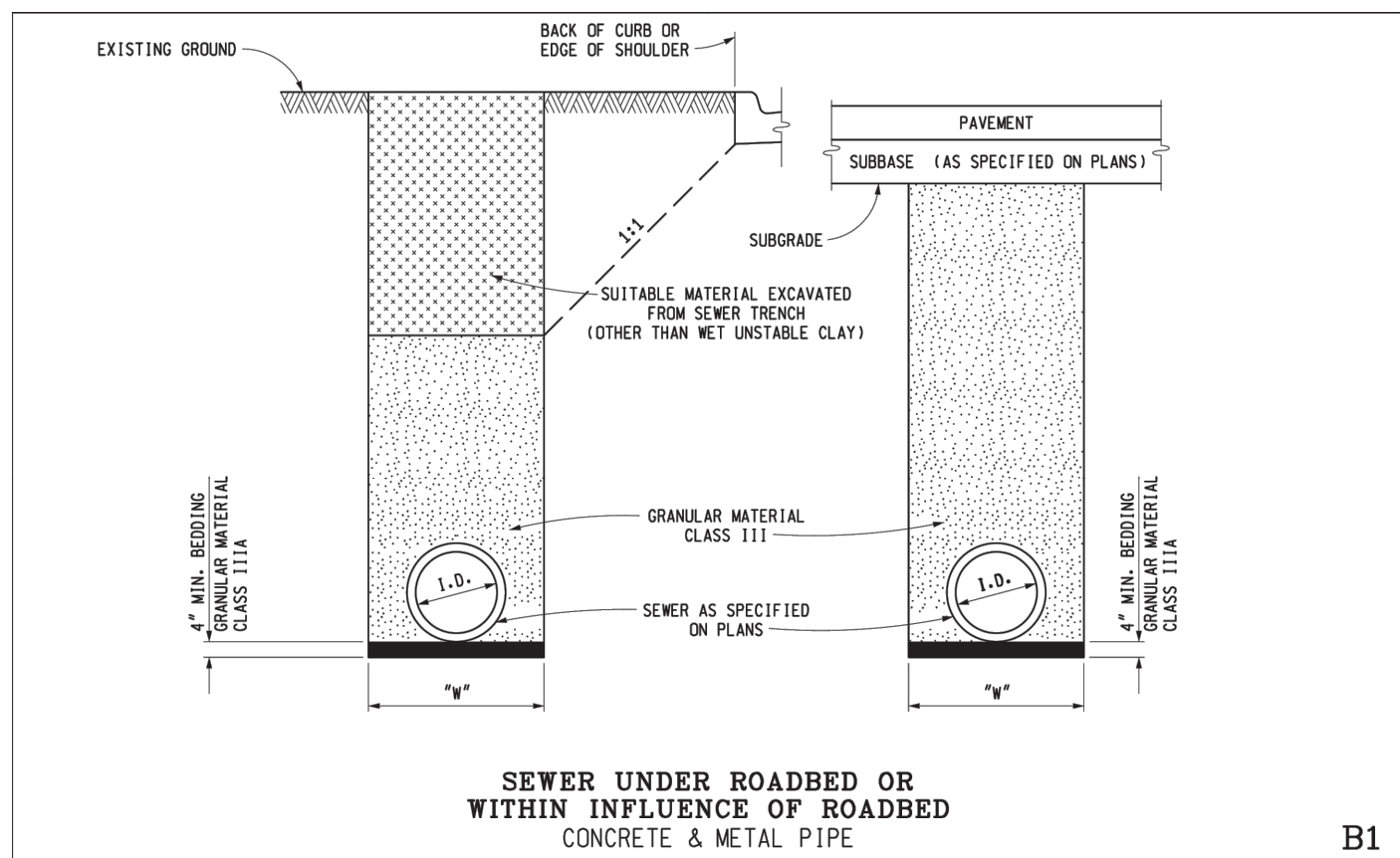
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REVISIONS:	

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
8/05/2023	7506-22-0050	ZJH	PHD	SM	WAYNE	GROSSE POINTE PARK	N/A	NAD83	NAVD88
GROSSE POINTE PARK JEFFERSON AVENUE SEWER SEPERATION									
LEGEND									

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NOTES:

BACKFILLING SHALL BE ACCORDING TO THE STANDARD SPECIFICATION.

SUFFICIENT TRENCH WIDTH SHALL BE PROVIDED TO ALLOW FREE WORKING SPACE AND TO PERMIT COMPACTING THE BACKFILL AROUND THE PIPE.

THE FOLLOWING ARE MINIMUM TRENCH WIDTHS:

1.0' PIPE SIZE (INCHES)	LESS THAN 18"		21	24	30	36
"W" TRENCH WIDTH (FEET)	3.0		3.5	4.0	5.0	6.0
1.0' PIPE SIZE (INCHES)	42	48	54	60	66	72
"W" TRENCH WIDTH (FEET)	7.0	8.0	9.5	10.0	10.5	11.0
1.0' PIPE SIZE (INCHES)	78	84	90	96	102	108
"W" TRENCH WIDTH (FEET)	11.5	12.0	12.5	13.0	13.5	14.0

ESTIMATED PAVEMENT REMOVAL WIDTH IS TO BE TRENCH WIDTH "W" PLUS 1'-0" ON EACH SIDE OF THE TRENCH 16'-0" MINIMUM.

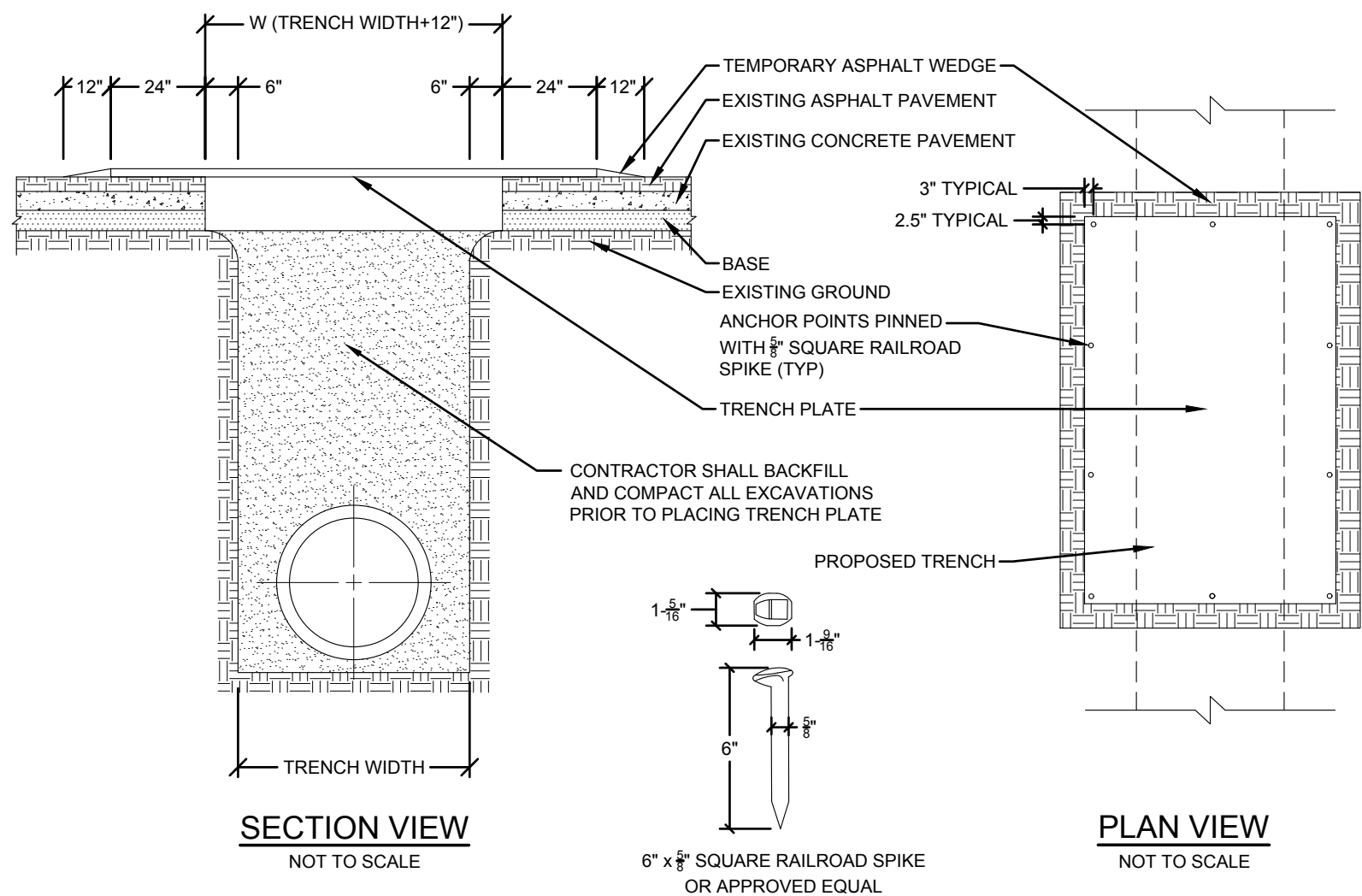
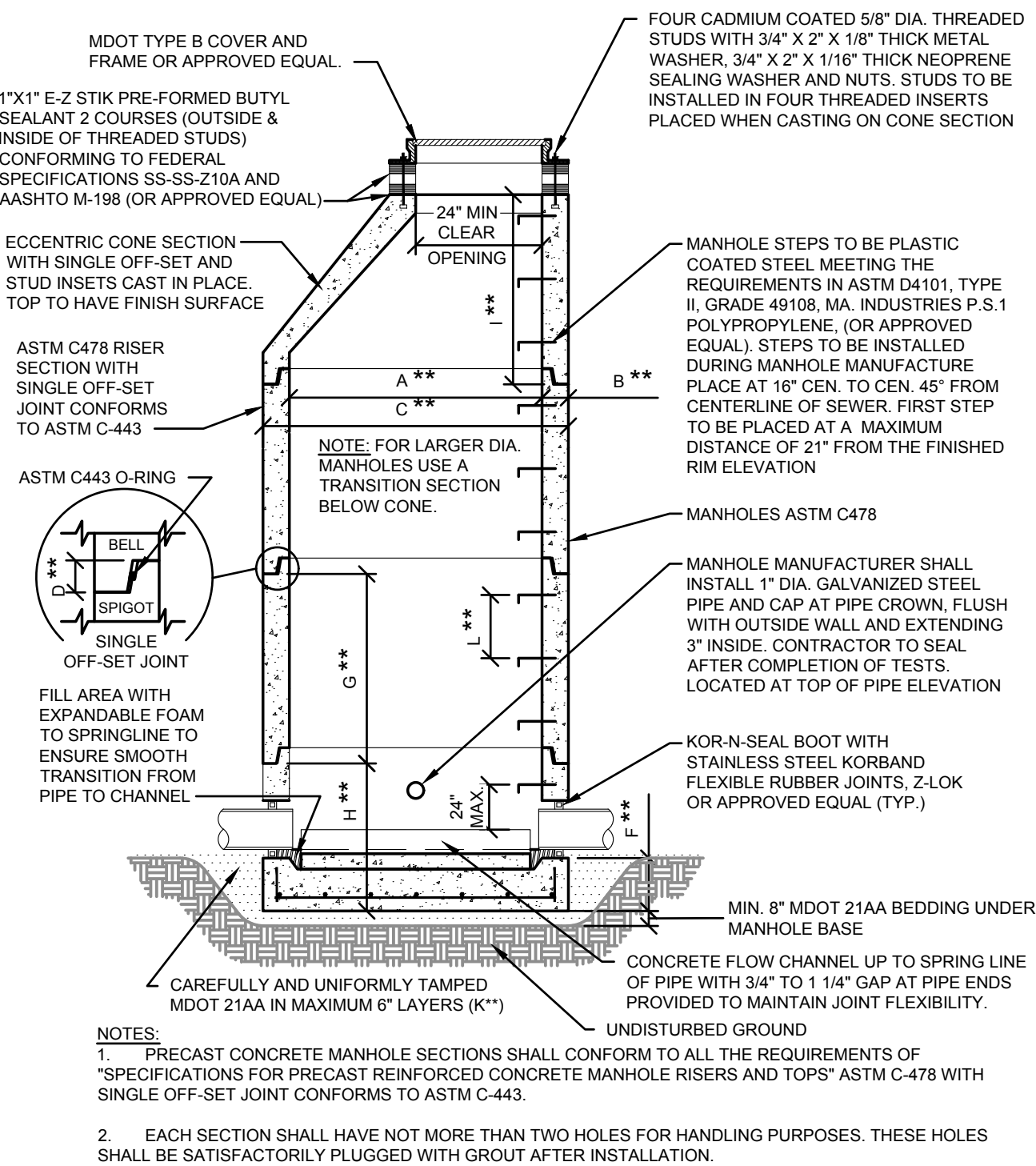
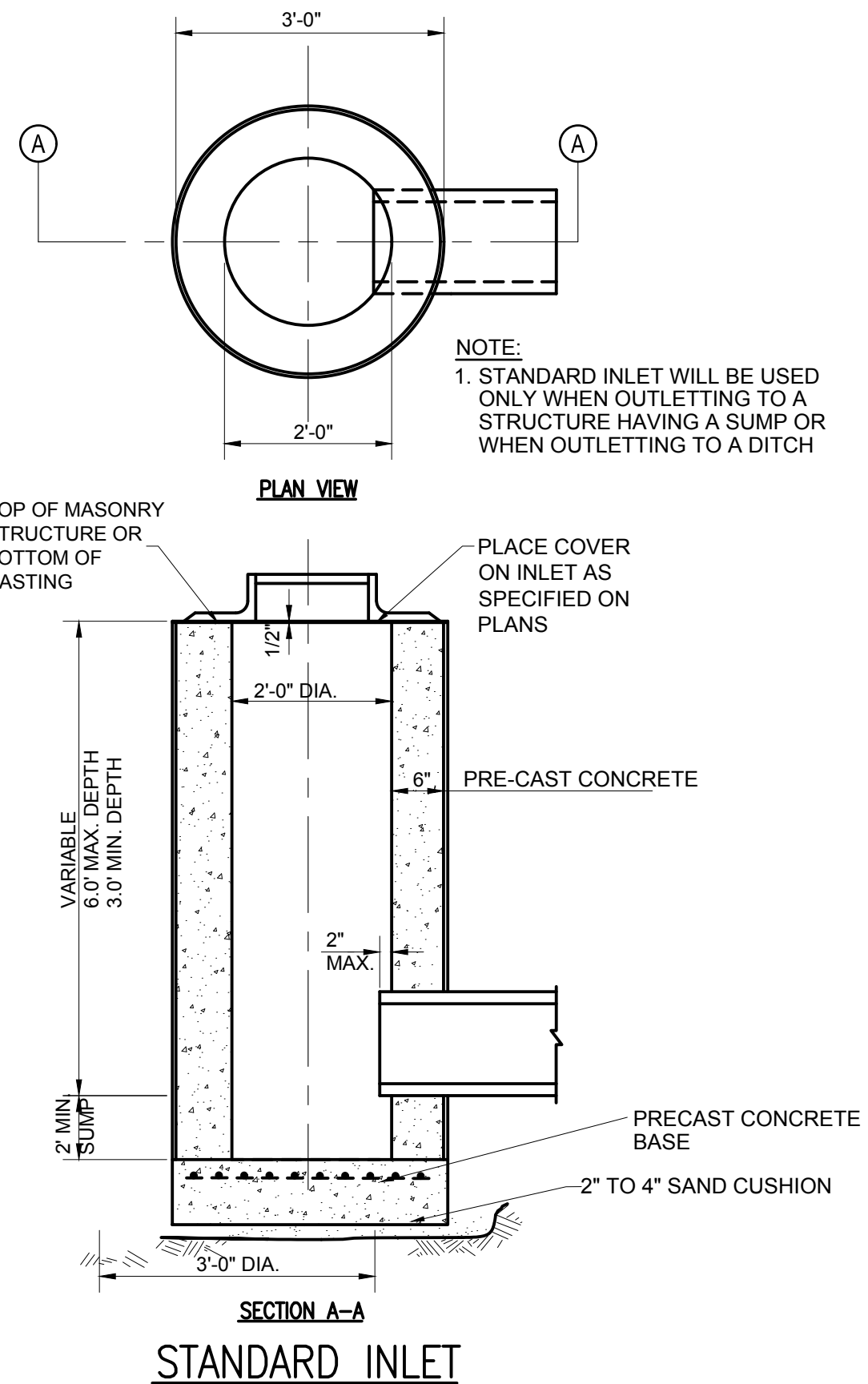


PLATE THICKNESS	MAX ALLOWABLE SPAN
1"	4.5'
1- $\frac{1}{4}$ "	7'
1- $\frac{1}{2}$ "	10'

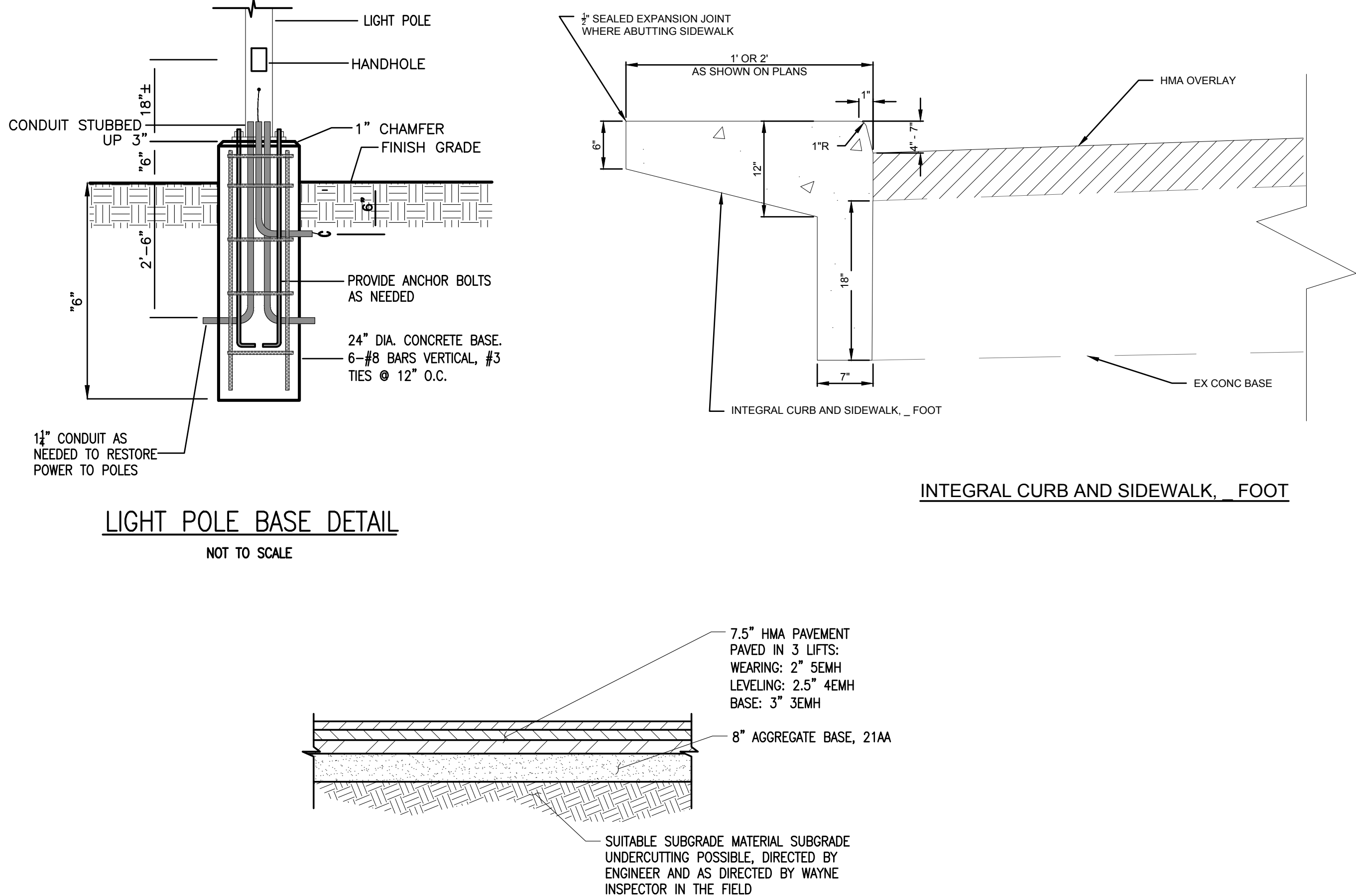


A	RISER DIAMETER	IN	48	60	72	84	96	108	120
B	WALL THICKNESS	IN	5	6	7	8	9	9	10
C	OUTSIDE DIAMETER	IN	58	72	86	100	114	126	140
D	JOINT DEPTH	IN	4.25	4.75	5.0	5.0	5.0	5.0	5.0
E	INTERNAL B.E.	IN	6	6	6	6	6	6	6
G	RISER HEIGHTS	FT	1.33	1.42	1.42	1.42	2.0	2.0	2.0
		FT	2.67	2.60	3.00	2.00	2.00	2.00	2.00
		FT	4	4	4	4	4	4	4
		FT	5.33	6.0	6.0	6.0	6.0	6.0	6.0
		FT	6	6	8	8	8	8	8
H	BASE HEIGHT	FT	1.33	1.42	1.42	1.42	2.0	2.0	2.0
	RISER HEIGHTS CAN ALSO BE USED AS BASE SECTIONS	FT	2.67	2.60	3.00	2.00	2.00	2.00	2.00
		FT	4	4	4	4	4	4	4
		FT	5.33	6.0	6.0	6.0	6.0	6.0	6.0
		FT	6	6	8	8	8	8	8
I	CONE HEIGHT TO 24"	FT	1	1	1	1	1	1	1
		FT	2	2	2	2	2	2	2
		FT	3	3	3	3	3	3	3
		FT	4	4	4	4	4	4	4
		FT	5	5	5	5	5	5	5
	REDUCING CONE HEIGHT TO 48"	FT	8	8	8	8	8	8	8
	REDUCING CONE HEIGHT TO 48"	FT	8	8	8	8	8	8	8
K	LOOSE BASE - 8" THK. OUTSIDE DIA.	IN	72	84	96	108	120	132	156
	8" THK. 12" THK.	IN	72	84	96	108	120	132	156
L	STEP APPROX. WEIGHT / FT.	LB	86	126	161	166	166	166	166
	APPROX. WEIGHT / FT.	LB	86	126	161	166	166	166	166

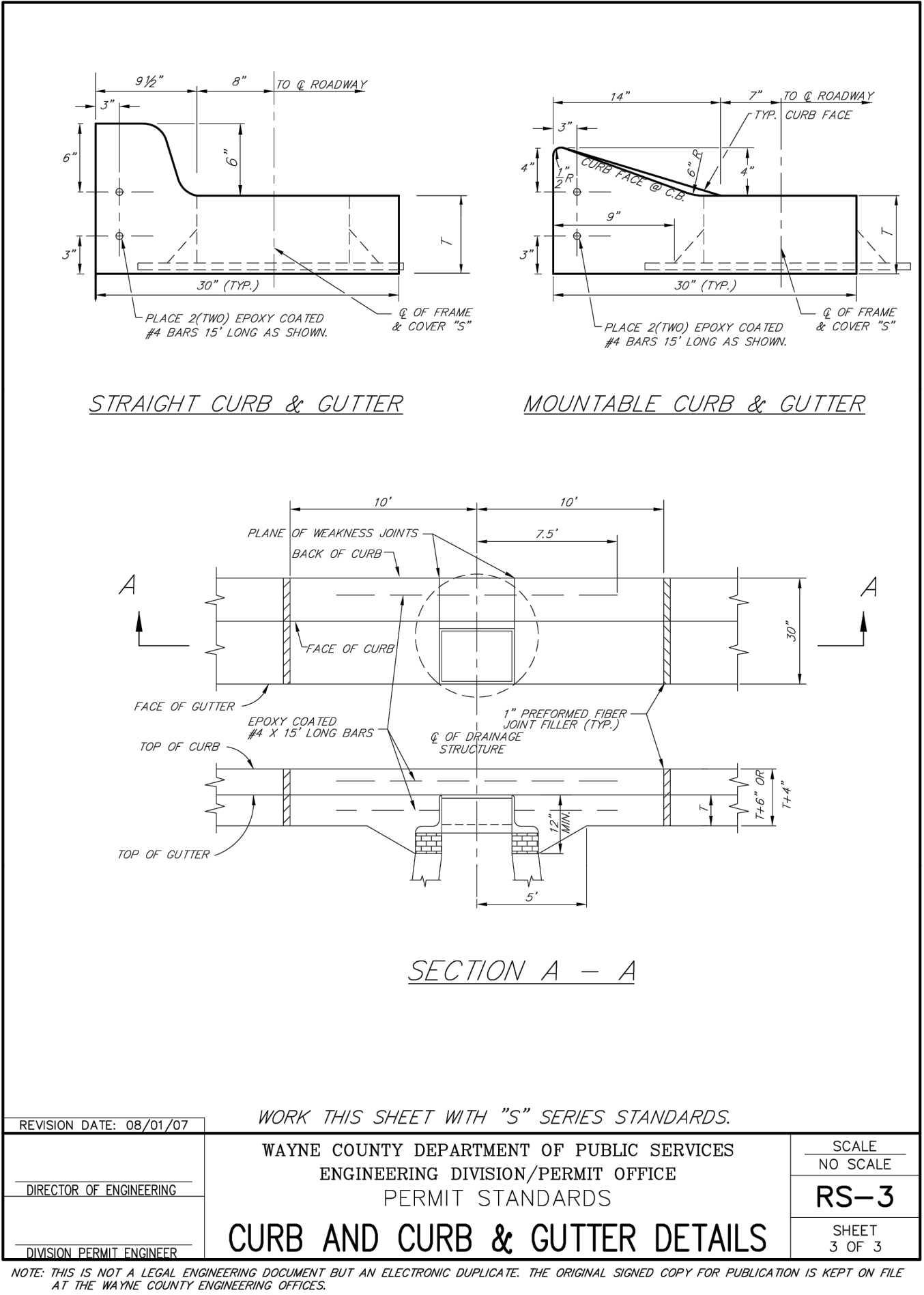
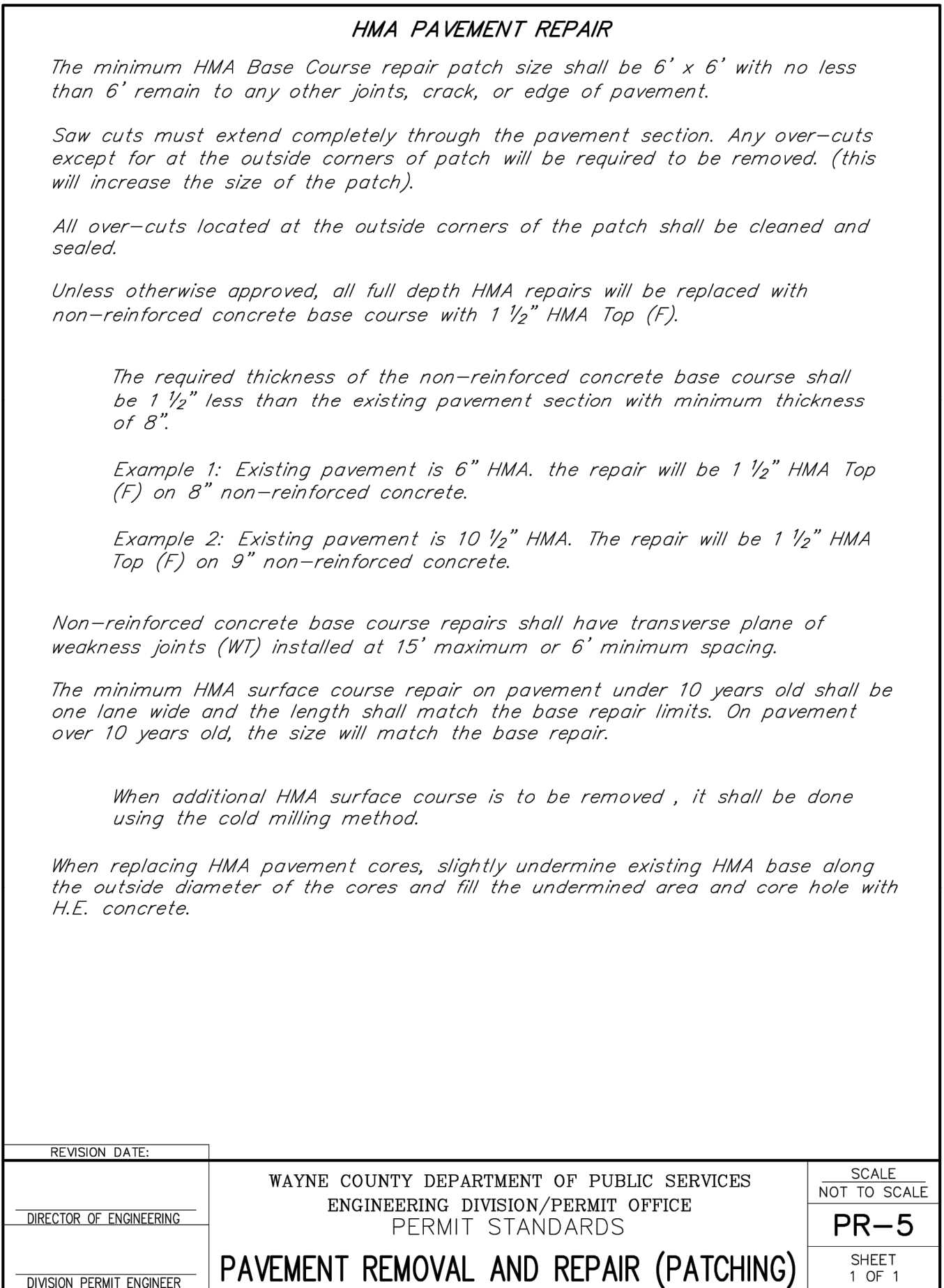
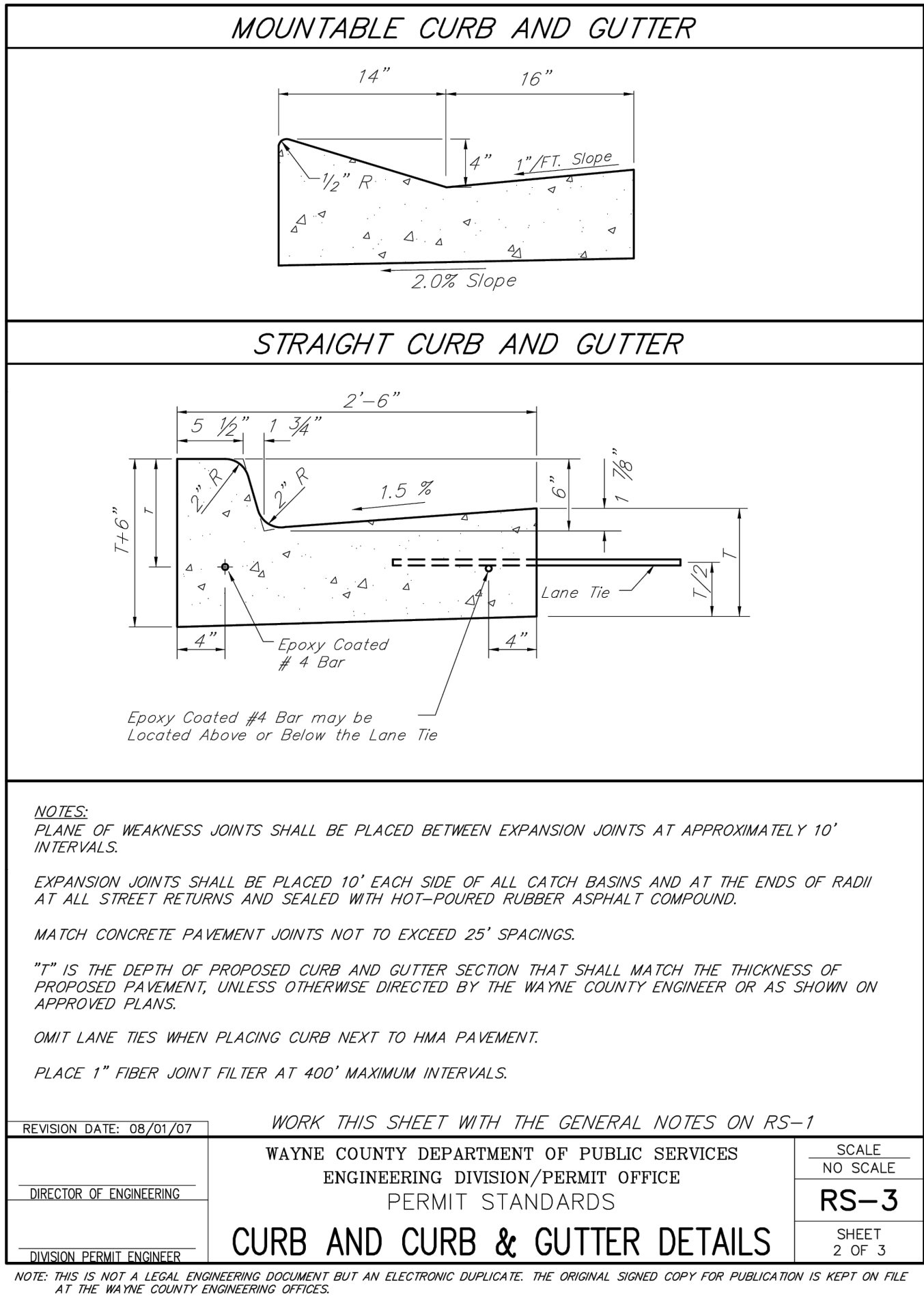
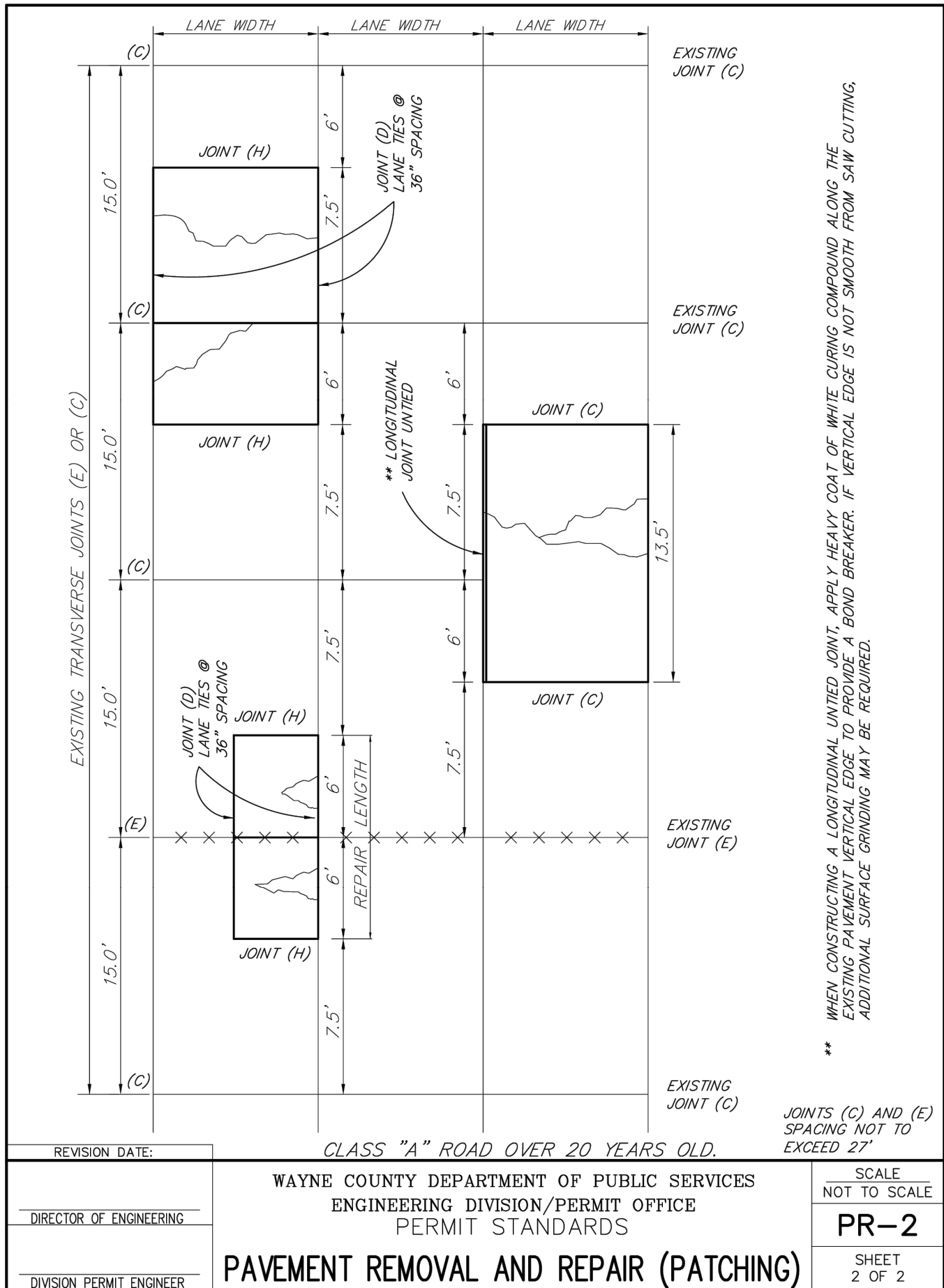
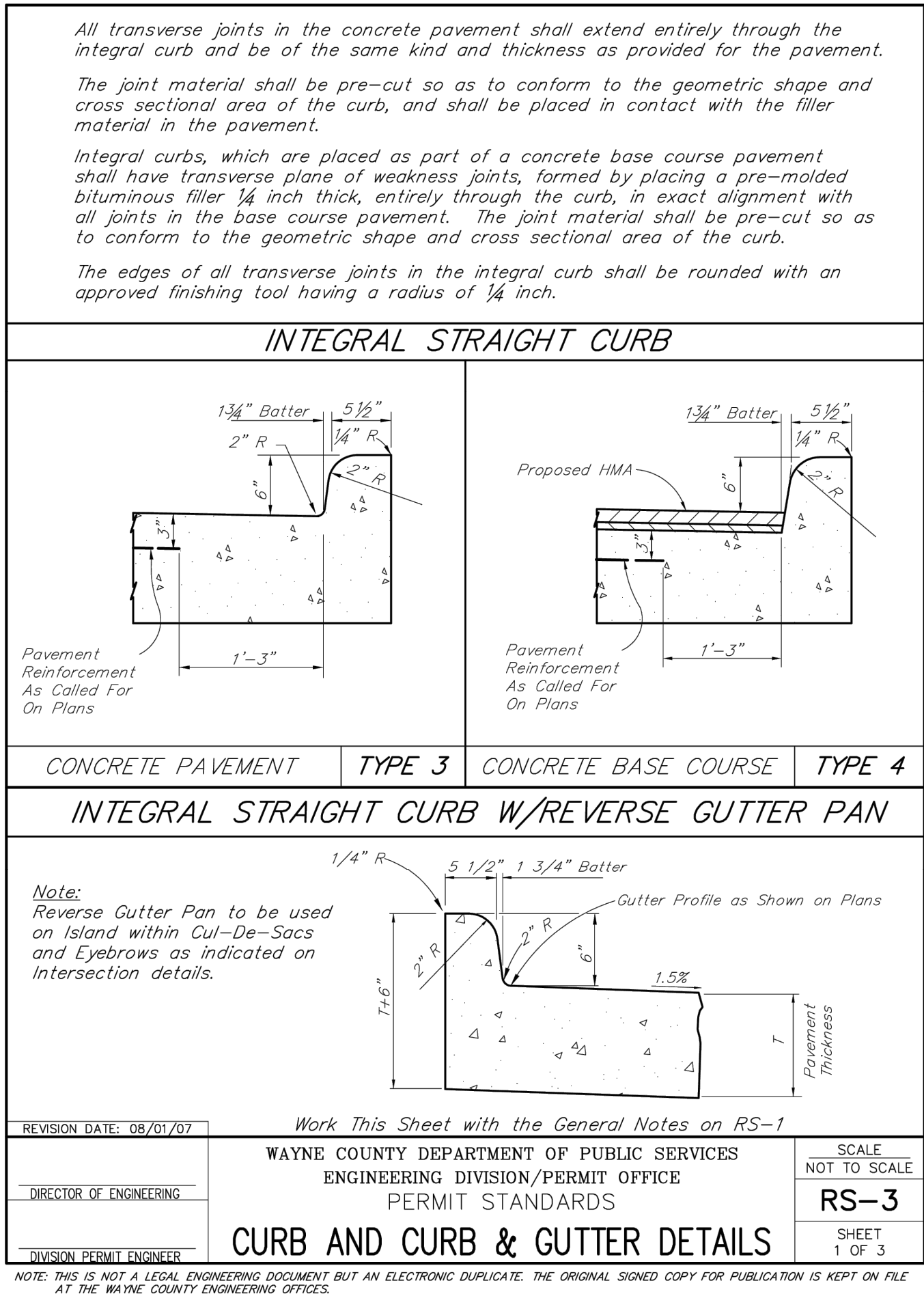
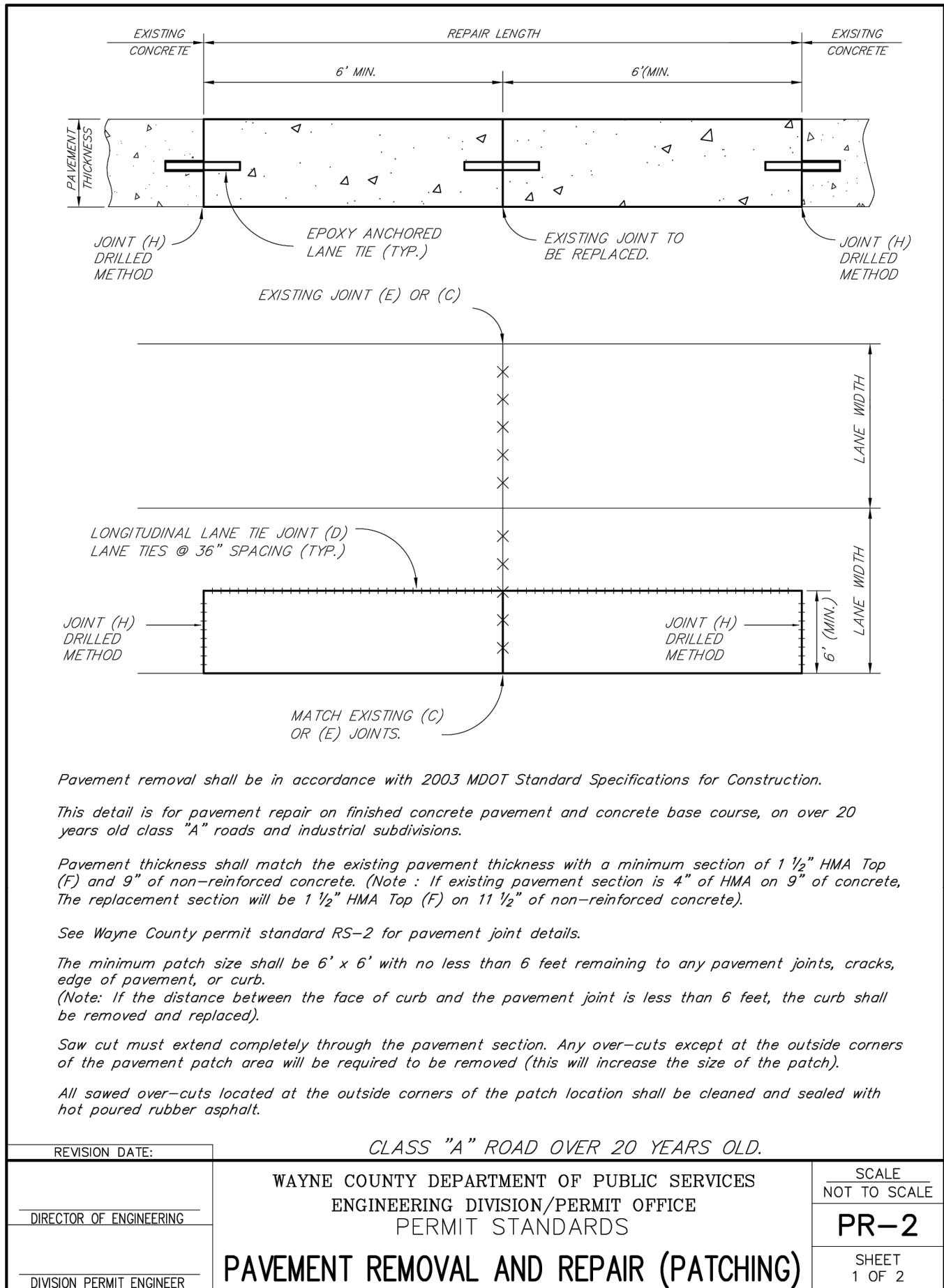
NOTES:

1. SOME DIMENSIONS MAY VARY BY MANUFACTURER. DESIGN ENGINEER SHALL ENSURE DETAIL MEETS CITY REQUIREMENTS.

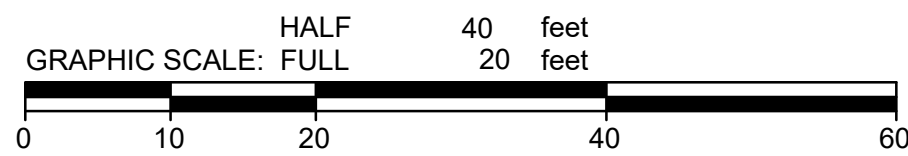
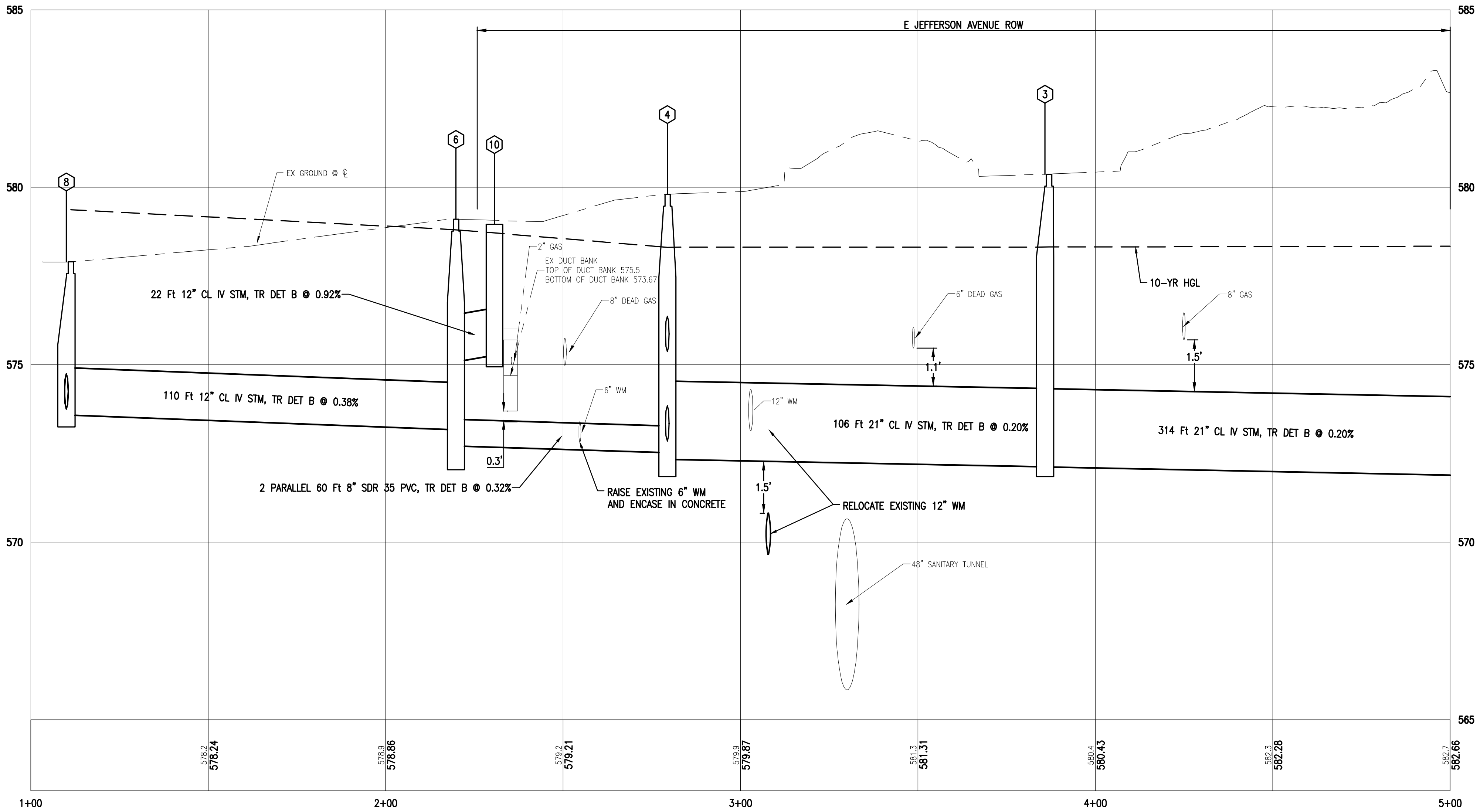
MANHOLES ASTM C-478



MARYLAND ST PAVEMENT CROSS-SECTION



DRAWING PATH: P:\501_760\750822050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Profiles\220505PRF.dwg Nov 11, 2024 - 5:11pm



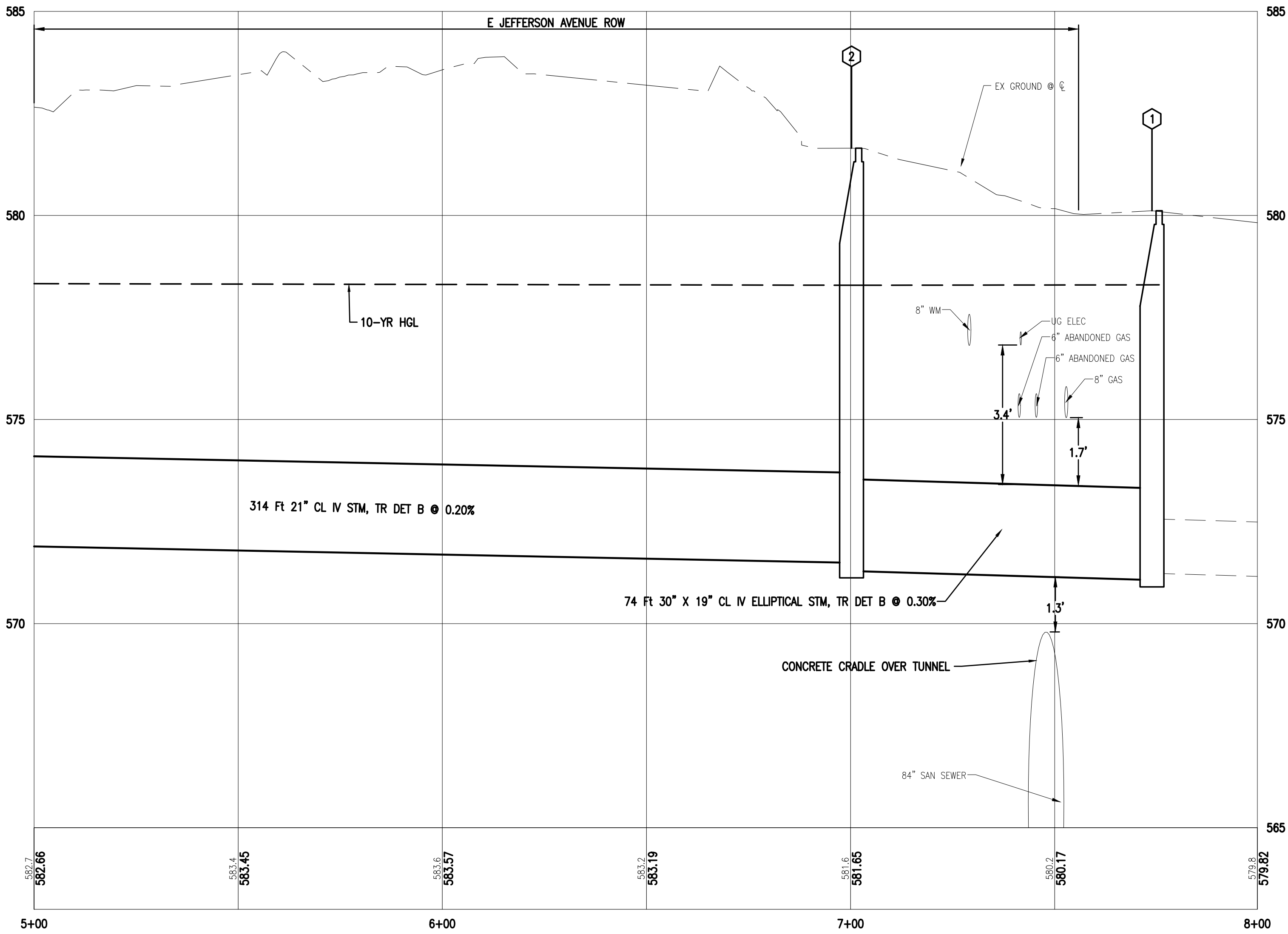
- ③ STA 3+85.81, 0.0'
48" MANHOLE W/ TYPE B COVER
T/CAST 580.37
21" INV NE 572.35
21" INV SW 572.35
- ④ STA 2+79.37, 0.0' R
48" MANHOLE W/ TYPE B COVER
T/CAST 579.80
21" INV NE 572.56
8" INV NW 572.56
12" INV S 575.37
12" INV W 572.85
- ⑥ STA 2+19.79, 0.0'
48" MANHOLE W/ TYPE B COVER
T/CAST 579.10
8" INV SE 572.75
12" INV NW 573.33
12" INV E 575.24
12" INV SW 574.19 (TO BE FIELD CONFIRMED)
- ⑧ STA 1+10.00, 0.1' R
48" MANHOLE W/ TYPE B COVER
T/CAST 577.90
12" INV E 573.75
12" INV W 573.75
12" INV SE 573.75
- ⑨ STA 1+13.31, 18.6' L
INLET
T/CAST 577.72
12" INV W 573.81
- ⑩ STA 2+30.64, 18.6' L
INLET
T/CAST 578.95
12" INV W 575.44
8" INV NE 575.67 (TO BE FIELD CONFIRMED)
- ⑪ STA 15+01.55, 0.0'
INLET
T/CAST 578.45
12" INV N 575.72

REVISIONS:	ADDENDUM 1- 11/11/2024
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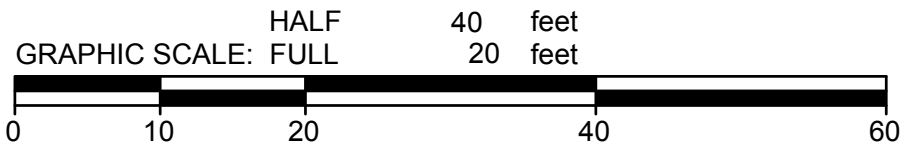
DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
8/05/2023	7506-22-050	Z/JH	PMD	SM	WAYNE	GROSSE POINTE PARK	1"=20'	NAD83	NAVD88

GROSSE POINTE PARK
JEFFERSON AVENUE SEWER SEPERATION
PROFILE - POE - STA 5+00

DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Profiles\220050PRE.dwg Oct 09, 2024 - 1:22pm



- 1 STA 7+73.84, 0.0'
60" MANHOLE W/ TYPE B COVER, B/STRUCTURE 569.80
T/CAST 580.12
12" INV SE 571.40
30" INV NW 571.40
- 2 STA 7+00.24, 0.0'
60" MANHOLE W/ TYPE B COVER
T/CAST 581.65
30" INV SE 571.62
21" INV SW 571.72

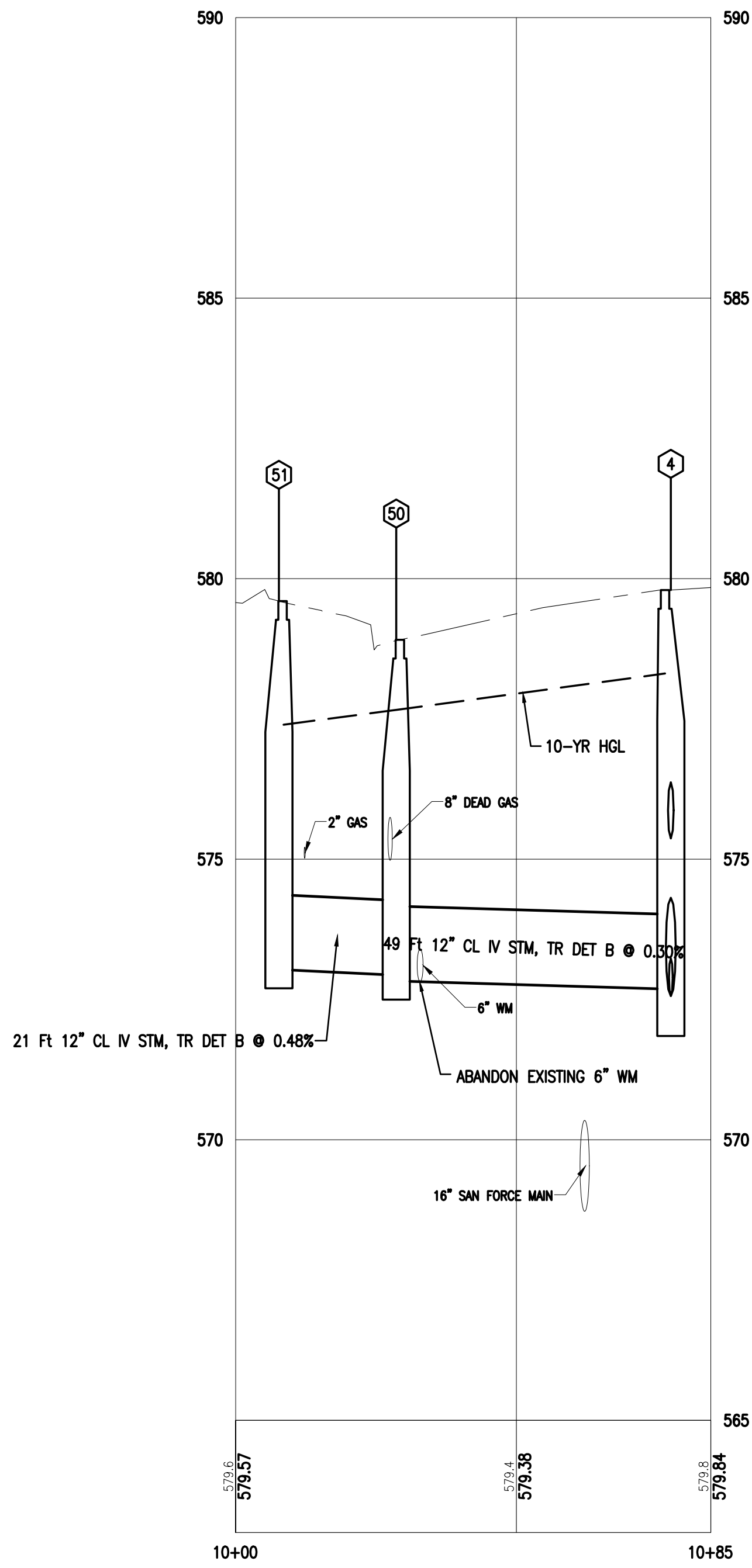


REVISIONS:

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
9/05/2023	7506-22-0050	Z/JH	PHD	SM	WAYNE	GROSSE POINTE PARK	H: 1"=20' V: 1"=2'	NA83	NAVD83

GROSSE POINTE PARK
JEFFERSON AVENUE SEWER SEPERATION
PROFILE - STA 5+00 - POE

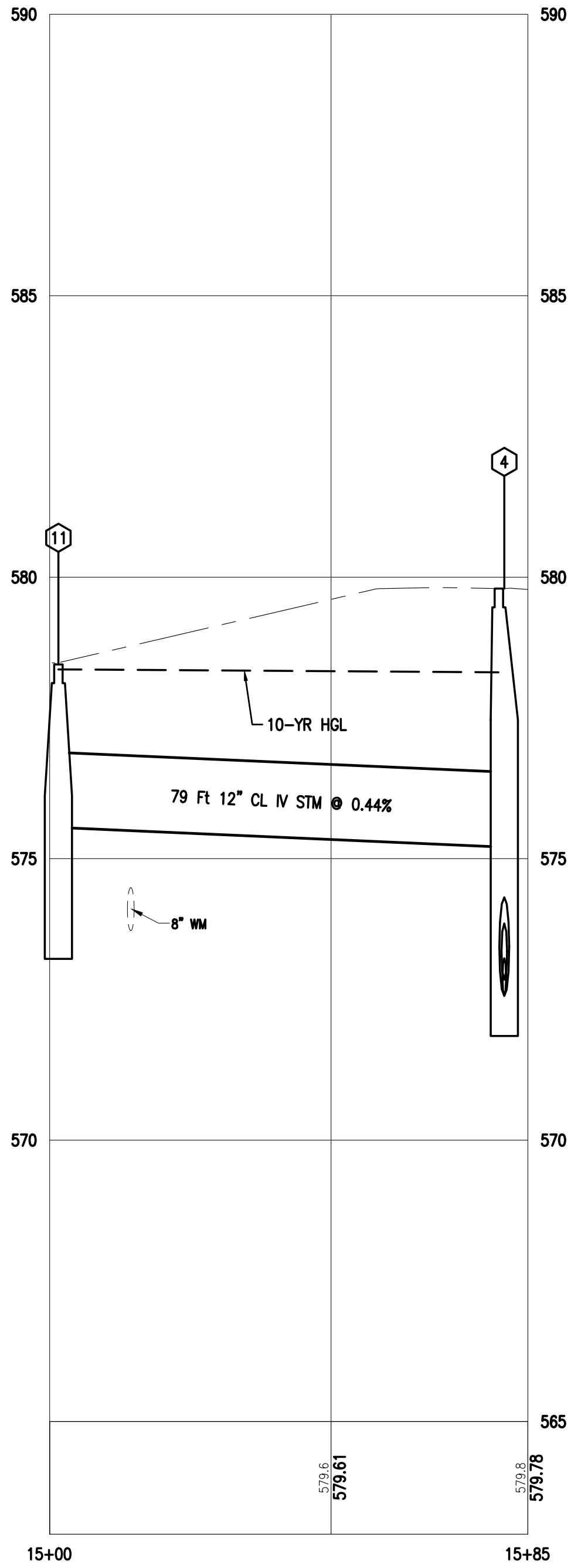
DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Profiles\220050PRF.dwg Oct 09, 2024 - 1:22pm



51 STA 10+07.69, 0.0' R
48" MANHOLE W/ TYPE B COVER
T/CAST 579.60
12" INV SE 573.20

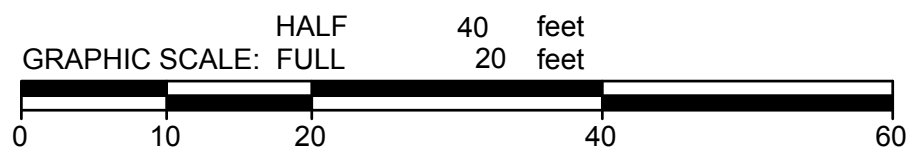
50 STA 10+28.59, 0.0' R
48" MANHOLE W/ TYPE B COVER
T/CAST 578.91
12" INV NW 573.10
12" INV E 573.00
12" INV SW 574.19

4 STA 10+77.51, 0.0' R
48" MANHOLE W/ TYPE B COVER
T/CAST 579.80
21" INV NE 572.56
8" INV NW 572.56
12" INV S 575.37
12" INV W 572.85



11 STA 15+01.55, 0.0' R
INLET
T/CAST 578.45
12" INV N 575.72

4 STA 15+79.37, 0.0' R
48" MANHOLE W/ TYPE B COVER
T/CAST 579.80
21" INV NE 572.56
8" INV NW 572.56
12" INV S 575.37
12" INV W 572.85





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DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
9/05/2023	7506-22-0050	ZJH	PMD	SM	WAYNE	GROSSE POINTE PARK	H: 1"=20' V: 1"=2'	NAD83	NAVD83

GROSSE POINTE PARK
JEFFERSON AVENUE SEWER SEPERATION

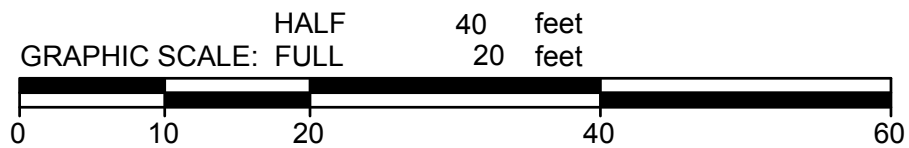
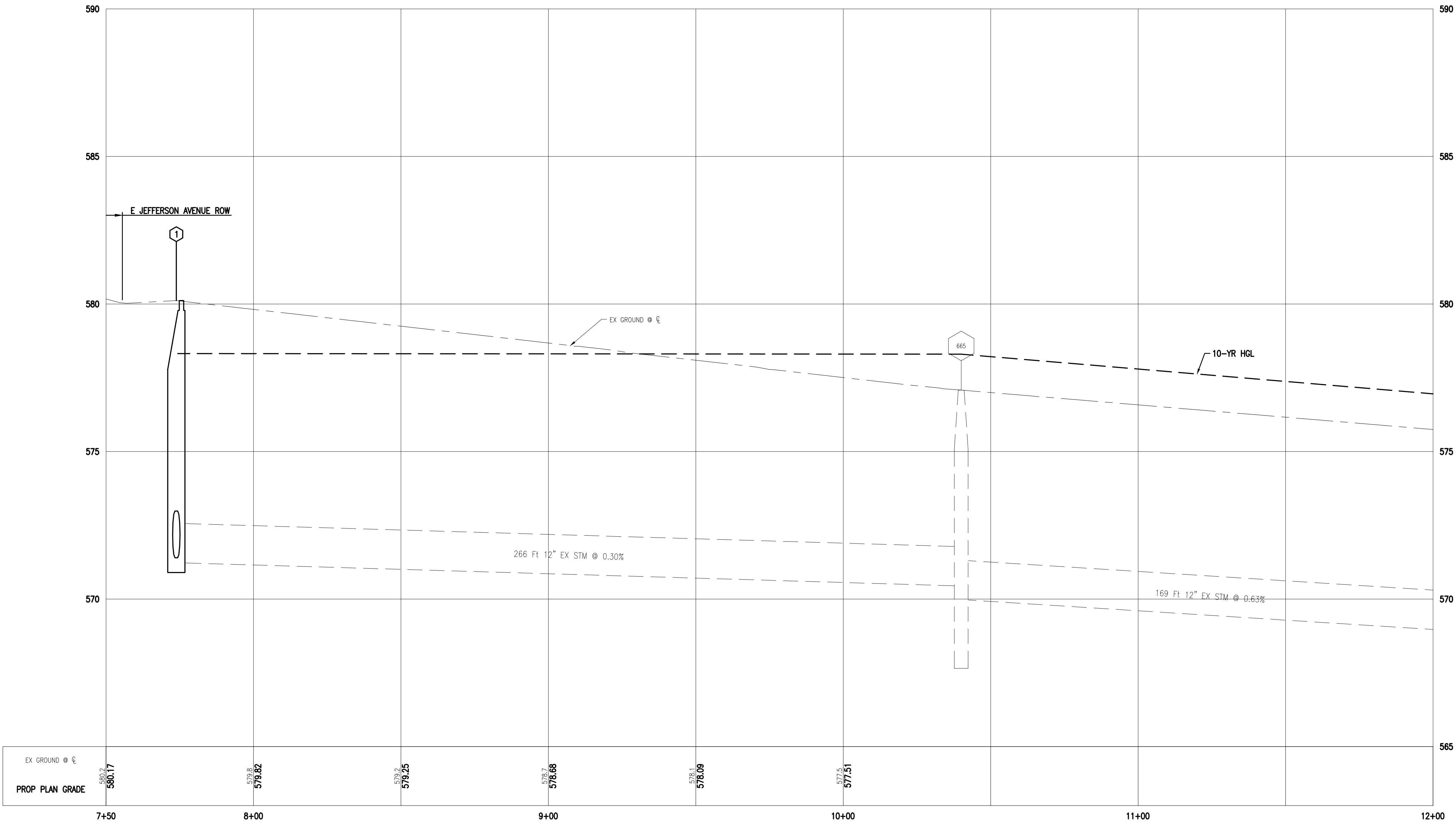
STM PROFILES

SHEET

11
OF 17

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DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Profiles\220050PRF.dwg Oct 09, 2024 - 1:22pm



1 STA 7+73.84, 0.0' 60" MANHOLE W/ TYPE B COVER, B/STRUCTURE
T/CAST 580.12
12" INV SE 571.40
30" INV NW 571.40

665

STA 10+40.01, 0.1' R
EX MANHOLE
T/CAST 577.08
12" INV NW 570.61
12" INV SE 570.15



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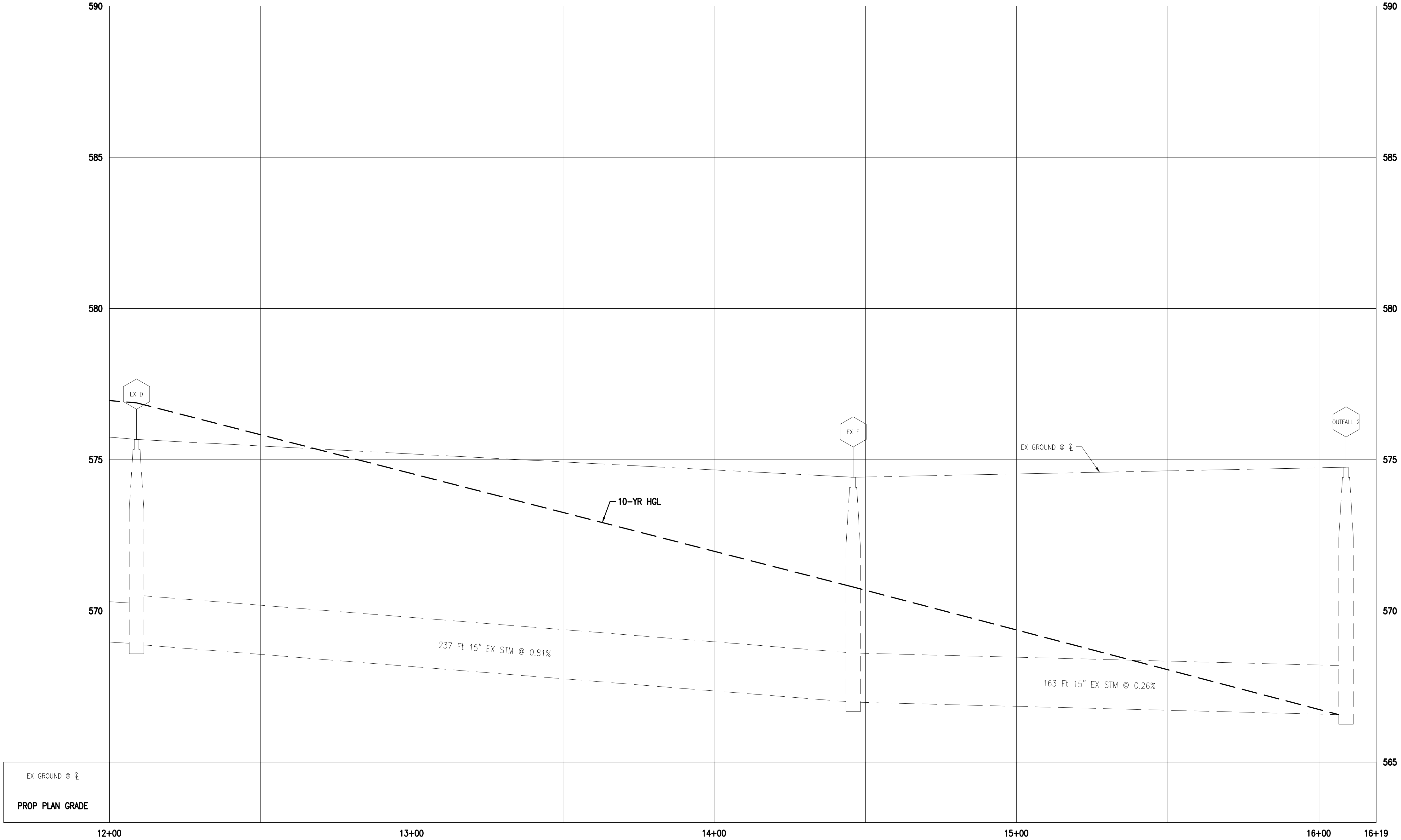
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REVISIONS:

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
8/05/2023	7506-22-0050	ZJH	PMD	SM	WAYNE	GROSSE POINTE PARK	H: 1"=20' V: 1"=2'	NAD83	NAVD88
GROSSE POINTE PARK									
JEFFERSON AVENUE SEWER SEPERATION									
STM PROFILE									

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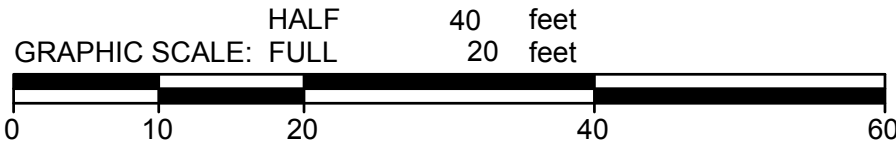
DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Profiles\220050PRF.dwg Oct 09, 2024 - 1:22pm



EX D
STA 12+08.94, 0.0'
EX MANHOLE
T/CAST 575.67
15" INV SE 569.08
12" INV NW 569.08

EX E
STA 14+45.94, 0.0'
EX MANHOLE
T/CAST 574.42
15" INV NW 567.17
15" INV SE 567.17

OUTFALL 2
STA 16+08.94, 0.0'
EX MANHOLE
T/CAST 574.75
15" INV NW 566.75





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REVISIONS:

DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	HORIZ DATUM	VERT DATUM
8/05/2023	7506-22-0050	ZJH	PMD	SM	WAYNE	GROSSE POINTE PARK	H: 1"=20' V: 1"=2'	NA83	NAVD83

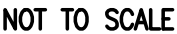
GROSSE POINTE PARK
JEFFERSON AVENUE SEWER SEPERATION

STM PROFILE

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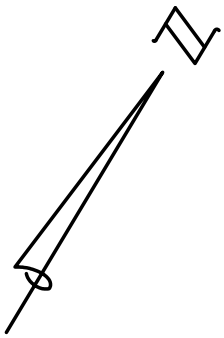
DRAINAGE AREA	RUNOFF FROM DSN PT	RUNOFF TO DSN PT	INCR. AREA (ACRES)	IMPERVIOUS FACTOR "C"	EQUIV. AREA (D x e)	CUMULATIVE EQUIV. AREA	TIME OF CONCEN. (minutes)	RAINFALL RATE (in/hr)	QUANTITY OF RUNOFF (c.f./s)	PIPE LENGTH (feet)	PIPE DIA. (inches)	PIPE ROUGHNESS	PIPE SLOPE (%)	TIME TO NEXT M.H. (minutes)	TOTAL RUNOFF	DISCHARGE Q (FULL) (c.f./s)	VELOCITY V (FULL) (ft./sec)	UPPER INVERT (feet)	LOWER INVERT (feet)	8/10 MARK (feet)	LOWER H.G.L. (feet)	LOWER GROUND (feet)	UPPER H.G.L. (feet)	UPPER GROUND (feet)	COVER OVER PIPE (feet)
L	9	8	0.37	0.95	0.35	0.35	10.0	4.64	1.61	19	12	0.013	0.32%	0.12	1.61	2.02	2.57	573.81	573.75	574.55	579.55	577.90	579.59	577.72	2.91
	8	6	0.00	0.00	0.00	0.35	10.1	4.62	1.60	110	12	0.013	0.38%	0.66	1.60	2.20	2.80	573.75	573.33	574.13	579.33	579.10	579.55	577.90	3.15
	6	4	0.00	0.00	0.00	0.35	10.8	4.51	1.56	60	8	0.011	0.32%	0.22	1.56	1.62	4.63	572.75	572.56	573.09	578.37	579.80	579.33	579.10	5.683333333
	4	3	0.00	0.00	0.00	1.06	11.0	4.47	4.75	106	21	0.013	0.20%	0.60	4.75	7.09	2.95	572.56	572.35	573.75	578.37	580.37	578.37	579.80	5.49
	3	2	0.00	0.00	0.00	1.06	11.6	4.38	4.65	314	21	0.013	0.20%	1.78	4.65	7.09	2.95	572.35	571.72	573.12	578.31	581.65	578.37	580.37	6.27
I	2	1	0.46	0.95	0.43	1.49	13.4	4.12	6.16	74	24	0.013	0.30%	0.31	6.16	12.39	3.94	571.62	571.40	573.00	578.32	580.12	578.31	581.65	8.03
	1	EX 665	0.00	0.00	0.00	1.49	13.7	4.08	6.10	266	12	0.013	0.30%	0.78	6.10	1.95	2.48	571.40	570.61	571.41	578.30	577.08	578.32	580.12	7.72
C	EX 665	EX D	0.97	0.70	0.68	2.18	15.5	3.86	8.40	169	12	0.013	0.64%	0.78	8.40	2.85	3.63	570.15	569.08	569.88	576.88	575.67	578.30	577.08	5.93
D		EX E	1.36	0.70	0.96	3.13	16.3	3.77	11.81	237	15	0.013	0.81%	0.83	11.81	5.81	4.74	569.08	567.17	568.17	570.79	574.42	576.88	575.65	5.32
E	EX E	OUTFALL 2	0.94	0.70	0.66	3.79	17.1	3.68	13.95	163	15	0.013	0.26%	1.02	13.95	3.28	2.67	567.17	566.75	567.75	566.75	574.75	570.79	574.75	6.33
	10	6	0.00	0.00	0.00	0.00	10.0	4.64	0.00	22	12	0.013	0.92%	0.08	0.00	3.42	4.35	575.44	575.24	576.04	579.33	579.10	579.33	578.95	2.51
	51	50	2.14	0.90	1.93	1.93	10.0	4.64	0.07	21	12	0.013	0.48%	0.11	0.07	2.47	3.14	573.20	573.10	573.90	577.67	579.60	577.40	578.91	4.71
J	50	4	0.56	0.92	0.51	0.51	10.1	4.62	2.43	49	12	0.013	0.30%	0.33	2.43	1.95	2.48	573.00	572.85	573.65	578.37	578.91	577.67	579.80	5.8
K	11	4	0.23	0.88	0.20	0.20	10.0	4.64	0.94	84	12	0.013	0.44%	0.47	0.94	2.36	3.01	575.721	575.37	576.17	578.31	578.45	578.31	579.80	3.079

1. THE PROPOSED 10-YEAR HYDRAULIC GRADE LINE (HGL) WAS COMPUTED USING PERSONAL COMPUTER STORM WATER MANAGEMENT MODEL (PCSWMM). THE TYPICAL MANNING EQUATION PIPE CALCULATION DOES NOT CAPTURE ATTENUATION AND PRESSURE FLOW CONDITIONS WITHIN THE PIPES UNDER SURCHARGE CONDITIONS.



DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Stage2\200505STG.dwg Oct 09, 2024 - 1:23pm

JEFFERSON AVENUE
(120' R.O.W.)



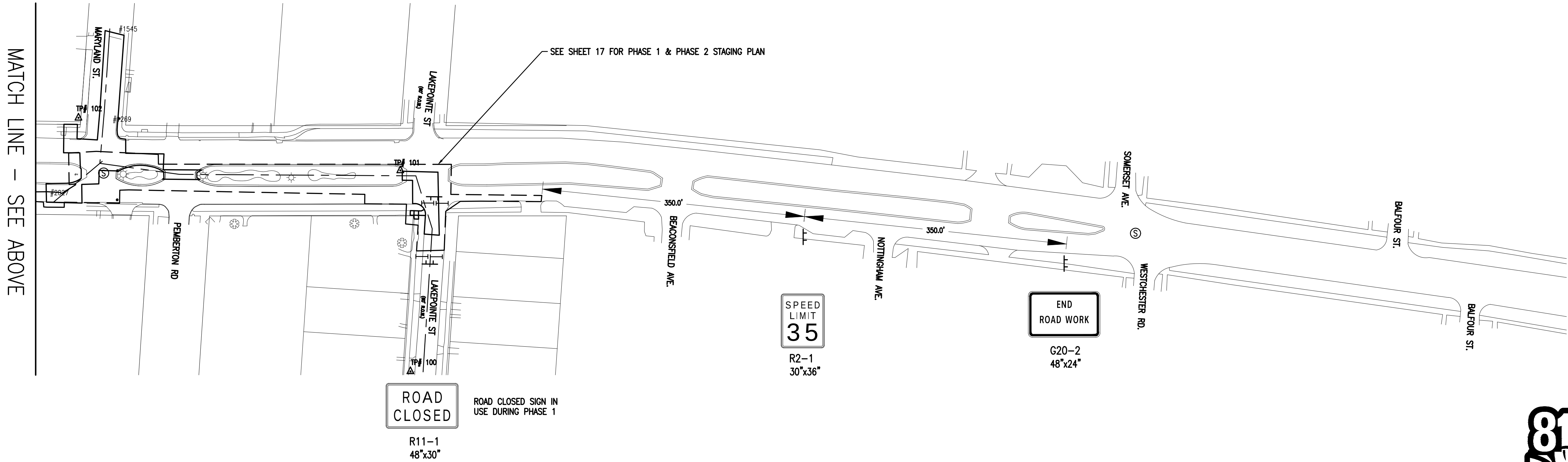
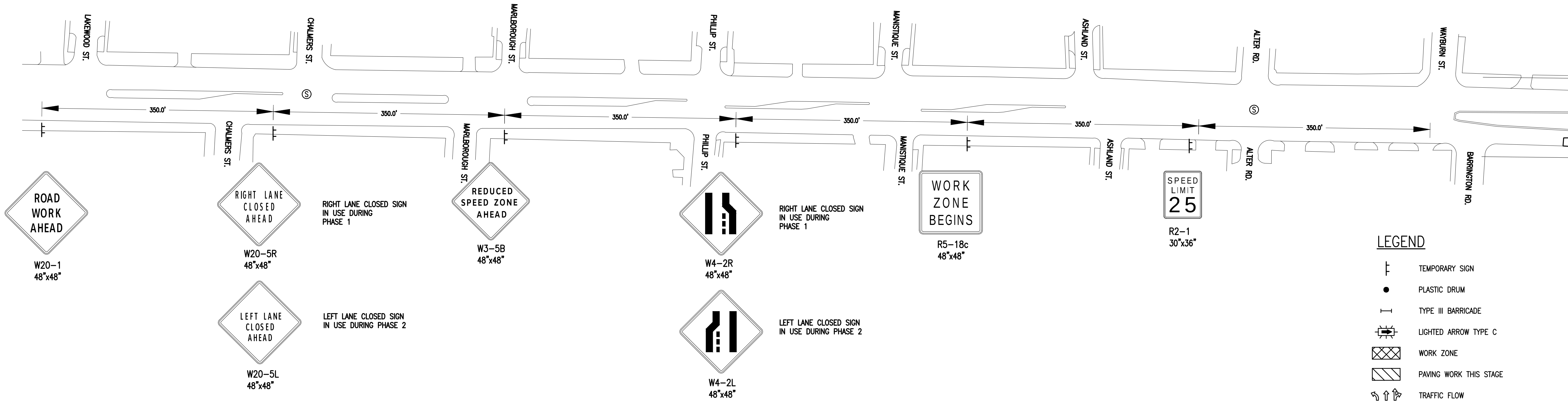


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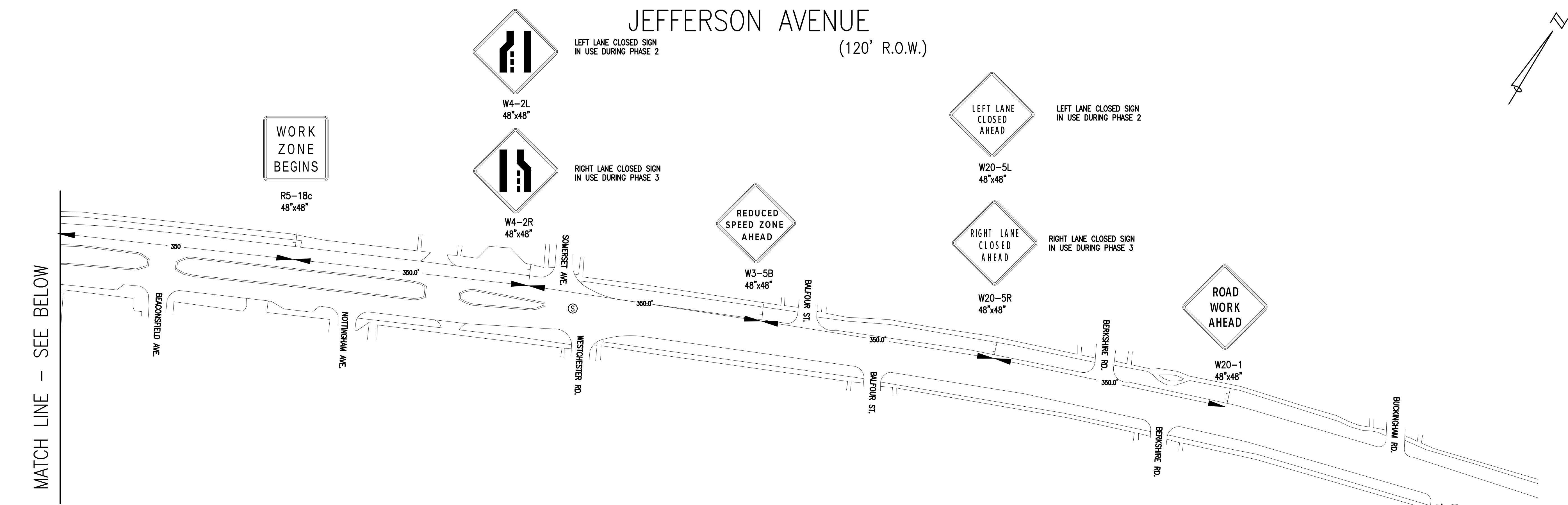
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MATCH LINE – SEE BELOW



DATE	PROJ NUMBER	ENG	PROJ MGR	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	V	NA	HORIZ DATUM	VERT DATUM
8/05/2023	7506-22-0050	ZJH	PHD	SM	WAYNE	GROSSE POINTE PARK	1"=40'			NAD83	NAVD88
GROSSE POINTE PARK JEFFERSON AVENUE SEWER SEPERATION ADVANCED WARNING SIGNAGE PH1 - PH2											

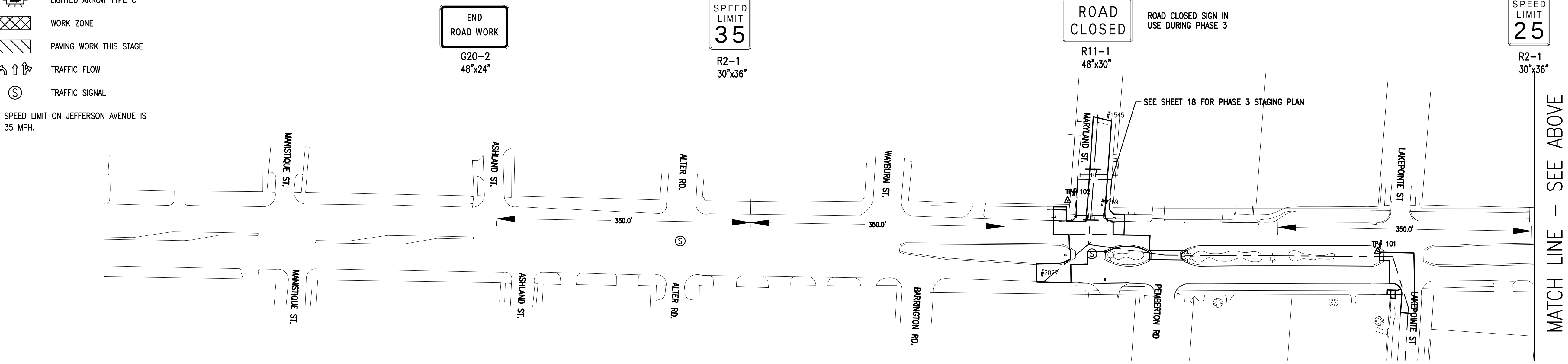
DRAWING PATH: P:\3501_76007508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Stage2\200505STG.dwg Oct 09, 2024 - 1:23pm



LEGEND

- TEMPORARY SIGN
- PLASTIC DRUM
- TYPE III BARRICADE
- LIGHTED ARROW TYPE C
- WORK ZONE
- PAVING WORK THIS STAGE
- TRAFFIC FLOW
- TRAFFIC SIGNAL

SPEED LIMIT ON JEFFERSON AVENUE IS 35 MPH.



811
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REVISIONS:

--	--	--	--	--	--	--	--	--	--

DATE	PROJ NUMBER	ENG	PROJ MGR	PHD	CADD	COUNTY	CITY/VILLAGE/TOWNSHIP	SCALE	H	V	NA	HORIZ DATUM	VERT DATUM
9/05/2023	7506-22-0050	ZJH			SM	WAYNE	GROSSE POINTE PARK	1"=40'				NAD83	NAVD88

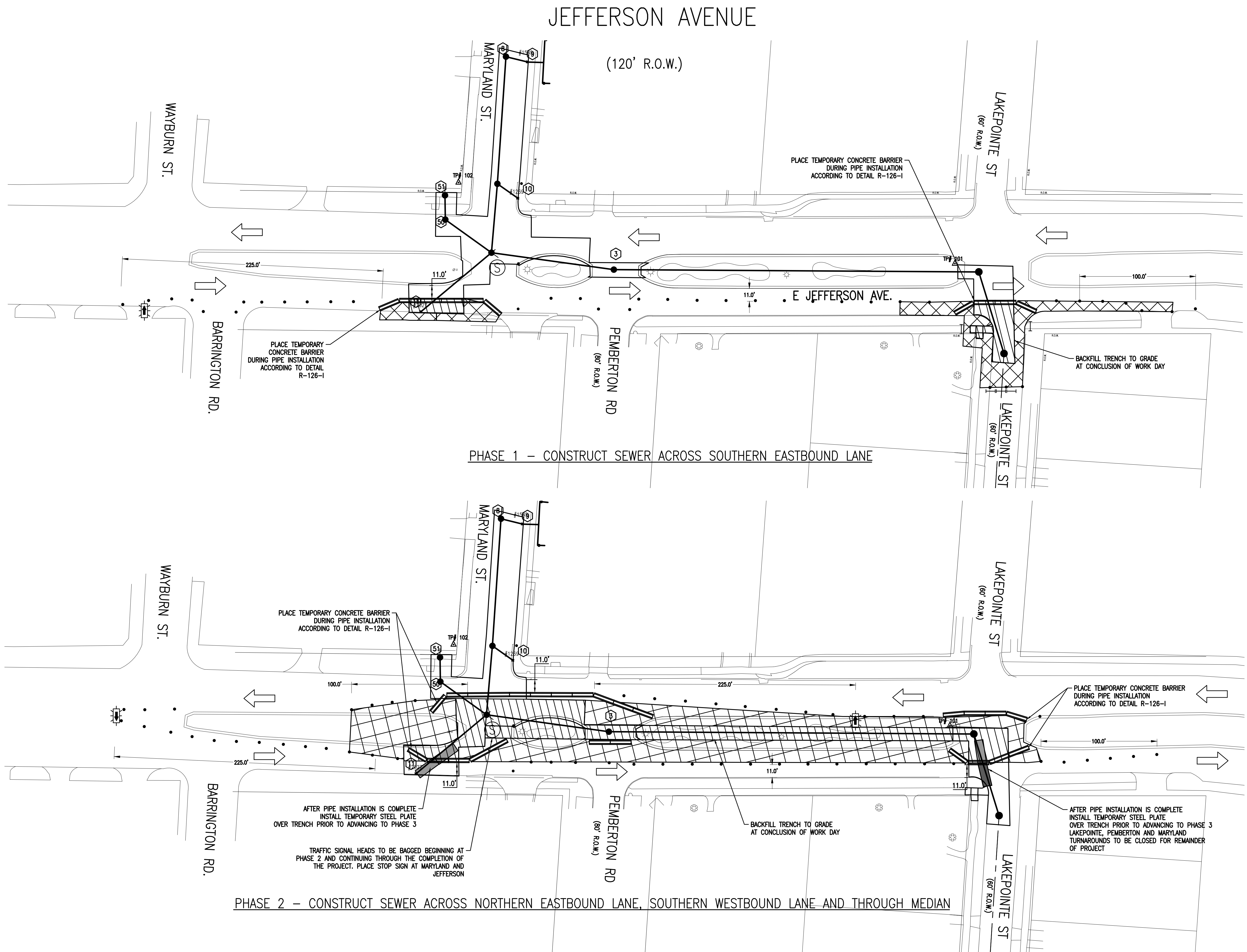
GROSSE POINTE PARK
JEFFERSON AVENUE SEWER SEPERATION
ADVANCED WARNING SIGNAGE PH2-PH3

SHEET

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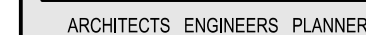
LEGEND

- | | |
|---|------------------------|
|  | TEMPORARY SIGN |
|  | PLASTIC DRUM |
|  | TYPE III BARRICADE |
|  | LIGHTED ARROW TYPE C |
|  | WORK ZONE |
|  | PAVING WORK THIS STAGE |
|  | TRAFFIC FLOW |
|  | TRAFFIC SIGNAL |
|  | TEMP CONC BARRIER |
- SPEED LIMIT ON JEFFERSON AVENUE IS 35 MPH.**

SPEED LIMIT ON JEFFERSON AVENUE IS
35 MPH.



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11

[illegible]

STAGING PLAN PH3

	TEMPORARY SIGN
	PLASTIC DRUM
	TYPE III BARRICADE
	LIGHTED ARROW TYPE C
	WORK ZONE
	PAVING WORK THIS STAGE
	TRAFFIC FLOW
	TRAFFIC SIGNAL
	TEMP CONC BARRIER



18
OF 17

OF 17

Page 88 of 218

DRAWING PATH: P:\7501_7600\7508220050_Jefferson_Ave_Sewer_Separation\Drawings\Civil\Stage\220050STG.dwg Oct 09, 2024 - 1:23pm

STATE OF MICHIGAN
COUNTY OF WAYNE
CITY OF GROSSE POINTE PARK

Resolution to amend the FY2024-2025 Budget – Jefferson Sewer Separation Project

At a regular meeting of the City Council for the City of Grosse Pointe Park (the "Council"), held at City Hall located at 15115 E. Jefferson Ave, Grosse Pointe Park, MI 48230 at 7:00 p.m. on February 3, 2025, the following resolution was offered:

Present Members:

Absent Members:

Motion by Councilmember _____ seconded by Councilmember _____ to adopt the following resolution:

WHEREAS, the Uniform Budgeting and Accounting Act requires that the City Council prepare a budget amendment as soon as it is apparent that a deviation from the original budget is necessary and the amount can be determined; and,

WHEREAS, the referenced amendments are reflective of activity incurred in the General Fund since the adoption of the FY2024-2025 budget approved on May 13, 2024, and;

WHEREAS, The City Council of Grosse Pointe Park was presented with a proposed budget amendment for Fiscal/Calendar Year 2024-2025, and;

WHEREAS, the City Council understands that the city received seven bids for the Jefferson Avenue Sewer Separation Project, and;

WHEREAS, the City Council recognizes a private contribution of \$600,000 from the Urban Renewal Initiative Foundation to be recorded in the 598-000-674.000 account; and,

WHEREAS, the City Council is satisfied with proposed budget amendment and authorizes the Finance Director to amend the W&S Infrastructure Fund budget to appropriate the donated balance in the amount of \$600,000 to the 598-563-970.000-2024U6627 Capital Outlay account for the Jefferson Avenue Sewer Separation Project, and;

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council Members hereby adopts resolution 2025-02-03-## amending the FY2024-2025 budget by authorizing the Finance Director to recognize the \$600,000 sewer project

donation and to appropriate those same funds to the Jefferson Avenue Sewer Separation Capital Outlay project account.

THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park Council Members hereby authorizes the City Manager to enter into a contact service agreement with Pamar Enterprises for an amount not to exceed \$962,300.

RESOLUTION DECLARED ADOPTED

At a regular meeting of the City Council for the City of Grosse Pointe Park held on February 03, 2025, at 7:00 p.m., the following roll call vote was taken:

YEAS:

NAYS:

Motion Carried Unanimously

CERTIFICATION

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

I, the undersigned, the duly qualified City Clerk of the City of Grosse Pointe Park, Wayne County, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken by the City Council of the City of Grosse Pointe Park, at a regular meeting held on the ____ day of _____, 20__.

IN WITNESS WHEREOF, I have hereunto set my official signature, this ____ day of _____ 20__.

Bridgette Bowdler, City Clerk
City of Grosse Pointe Park



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: 15175 East Jefferson – DDA request

SUMMARY: Chairman Ben Wixson and DDA Attorney Kevin Kilby requested an agenda item to be placed on the February 3rd City Council meeting agenda entitled “15175 East Jefferson – DDA request.” Set forth below in a letter written by DDA Attorney Kilby is a timeline of events to assist in understanding this request and the events that have transpired that are known to the DDA as of the date of this communication. Attached are supporting documents regarding the events below that are referenced in this communication and that are in the possession of the DDA.

In the fall of 2024, URIF requested documents verifying that the Property was owned by the DDA. Upon reviewing the records, it was determined that the Property is actually owned by the City. In order for the DDA to construct the parking lot on the Property, the City would either need to consent to the DDA building the parking lot on the Property, which is owned by the City or deed the Property to the DDA so that it may construct the parking lot on the Property. That is why this request is being made to present this issue to the City Council.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Consider the proposed request from the Grosse Pointe Park Downtown Development Authority to transfer the property of 15175 Jefferson or allow the DDA to construct the parking lot on City Property

PREPARED BY: Nick Sizeland, City Manager
Kevin Kilby DDA Attorney
Ben Wixson DDA Chair



THOMAS J. MCGRAW
G. GUS MORRIS
CRAIG R. NOLAND
STACY J. BELISLE
KEVIN K. KILBY
CHARLES E. LOVELL
THOMAS D. LANDA
BOGOMIR RAJSIC III
JOHN T. GEMELLARO
ANNA M. KATZ
ANGELO L. BERLASTI, JR.
TRACEY R. DEVRIES
RYAN A. PUBLISKI
NICHOLAS R. SCHNEIDER
KELLEN J. DYKSTRA

2075 W. BIG BEAVER ROAD
SUITE 750
TROY, MICHIGAN 48084
TELEPHONE: (248) 502-4000
FACSIMILE: (248) 502-4001

January 27, 2025

GLENN A. DIEGEL
OF COUNSEL

Via Email: sizelandn@grossepointepark.org

Honorable Michele Hodges and the
City of Grosse Pointe Park City Council
15115 East Jefferson Avenue
Grosse Pointe Park, Michigan 48230

Re: City of Grosse Pointe Park Downtown Development Authority's ("DDA") request for the City of Grosse Pointe Park ("City") to deed 15175 East Jefferson Avenue to the DDA.

Dear Mayor Hodges and City Council members:

My name is Kevin Kilby and I provide legal representation to the DDA. The purpose of this letter is to request an agenda item be added to the next regular City Council meeting agenda entitled "15175 East Jefferson – DDA request." I am requesting, on behalf of the DDA, that the City convey the property located at 15175 East Jefferson (the "Property"), which is currently owned by the City, to the DDA so that the DDA may construct a parking lot on the Property. In the alternative, the DDA is requesting permission from the City to construct a parking lot on the Property that contains approximately 50 parking spaces. Set forth below is a timeline of events to assist you in better understanding this request and the events that have transpired that are known to the DDA as of the date of this communication. Further, I have attached the supporting documents regarding the events below that are referenced in this communication and that are in the possession of the DDA.

The Property is the vacant lot in front of the library and to the east of City Hall that was last occupied by Jefferson Chevrolet. As this request is unique, it is my intent to provide you with the information that is known to me at this time. It is worth noting that I do not have access to all of the information as I do not represent the City.

This request by the DDA involves the construction of a performing arts center, commonly known as the Schaap Center. As I am sure all of you are aware, Dr. Schaap has invested a great deal of time, resources, and cash into making the Schaap Center a reality and a resource for the community. The following events have transpired surrounding this request that are known to the DDA at this time.

January 28, 2025

Page 2

On April 12, 1999, the City Council approved a motion to authorize the City Attorney to negotiate and enter into commitments for an amount not to exceed \$900,000 plus closing costs and financing costs for the Property. **Exhibit 1.**

On August 16, 1999, the City Council approved an Installment Purchase Agreement that was payable within a period of not less than five or more than ten years and the interest rate shall not exceed 5.5% per annum. **Exhibit 2.**

On November 1, 1999, the City Attorney sent a letter to the City Clerk/Treasurer including IRS Form 8038-G that needed to be executed and filing with the IRS regarding the Installment Purchase Contract authorized by the City Council on August 16, 1999. **Exhibit 3.**

On December 16, 1999, the Lakepoint Acquisition Corporation trustees all consented to the conveyance of the Property to the City. **Exhibit 4.**

On December 16, 1999, a Quit Claim Deed was filed with the Wayne County Register of Deeds conveying the Property from Lakepoint Acquisition Corporation to the City. **Exhibit 5.**

On January 10, 2001, the City Attorney sent a letter to the City Clerk/Treasurer, which included a check in the amount of Twenty-Three Thousand Eight Hundred Six Dollars and One Cent (\$23,806.01), which represented the remainder of the funds associated with the acquisition of the Property. **Exhibit 6.**

On July 9, 2003, Pointe Environmental Services, Inc. (“PES”), provided the City with the results of its Soil Remediation for the Property. There were 15 soil borings conducted on the Property and two of the soil borings exceeded the residential direct contact criteria for PBA compounds. PES remediated the soil between the soil borings that included an area approximately 10 feet by 20 feet by 5 feet deep. Another soil sample was taken at the floor of both ends of the excavation and tested. The soil samples resulted in non-detectable reading for PNA contamination. The excavation area was back filled with clean fill sand and compacted to grade. **Exhibit 7.**

In July and August 2019, the City, the City of Detroit, and the Urban Renewal Initiative Foundation (“URIF”) executed a Memorandum of Understanding MOU regarding the construction of the Schaaap Center. **Exhibit 8.** This MOU is important as Section 4.B of the MOU states that the City will perform the following activity:

Request and receive authorization from all necessary GPP legislative and executive members to construct the bus turnaround and parking area on the GPP Property^[1] for use, in perpetuity, only as a bus turnaround and parking area for DDOT busses. Said use shall run with the land and GPP agrees that the City may seek any and all remedies available to it in a breach of contract action including but not limited to specific performance if GPP infringes or interferes in any way on this use.

Recital C of the MOU states sets forth the definition of the GPP Property, which defines the GPP Property as:

¹ In Recital C of the MOU states, “GPP owns and currently maintains as green space the real property located on Jefferson Avenue between Maryland Street and Lakepoint Street in the City of Grosse Pointe Park and more particularly described on the attached Exhibit B (the “GPP Property”).”

January 28, 2025

Page 3

GPP owns and currently maintains as green space the real property located on Jefferson Avenue between Maryland Street and Lakepoint Street in the City of Grosse Pointe Park and more particularly described on the attached Exhibit B (the “GPP Property”).

Exhibit B referenced in Recital C of the MOU provides the legal description of the GPP Property:

LEGAL DESCRIPTION FOR CITY OF GROSSE POINTE PARK PROPERTY

PROPERTY ADDRESS:

15175 EAST JEFFERSON

GROSSE POINTE PARK, MI 48230

DATE PRINTED: 01/25/2019

2018 LEGAL DESCRIPTION:

PKSSA1- - D1 THE SLY PTS OF LOTS A TO D COMBINED DESC AS BEG S 25D 47M 57S E 186.00 FT FROM THE NE COR OF LOT 1; TH S 25D 47M 57S E 198.57 FT – TH S 60D 18M 42S W 169.95 FT – TH N 25D 52M 13S W 210.66 FT – TH N 64D 23M 29S E 169.82 FT POB - - - BERN JEFFERSON AV SUB PC 570 L26 P22 WCR - - K – 0.80

This legal description matches the legal description of the Property that is the subject of this request.

On August 12, 2019, the City granted a permanent easement to the County of Wayne for a sidewalk to be located along Jefferson on the Property. **Exhibit 9.**

Thereafter, around October 2019, a purchase agreement and land contract were prepared, whereby the URIF was to sell to the City numerous lots located in the City of Detroit for a total of \$366,000.00. **Exhibit 10.** These lots are commonly referred to as Joe’s Garage. According to the City Council minutes of October 28, 2019, the City Council approved the purchase agreement to enable the further development of plans for the Schaap Center and Manoogian Gallery. **Exhibit 11.** The above purchase agreement was executed by the parties on October 29, 2019. However, upon further investigation, the City never executed the land contract as Dr. Schaap purchased these parcels directly. It is further worth noting that Nick Sizeland’s contract for employment as City Manager was approved at this meeting by the City Council.

In January 2022, the URIF and the DDA executed a Memorandum of Understanding between the URIF and the DDA (“DDA MOU”). **Exhibit 12.** Section 2 of the DDA MOU requires the DDA to construct a parking lot on the Property that contains approximately 50 parking spaces, which number was based upon the Parking Study.

In February 2023, the URIF and the City executed an Agreement to amend the Purchase Agreement whereby the City was purchasing the City of Detroit parcels from the URIF. **Exhibit 13.** This amendment included various provisions regarding enforcement of the Purchase Agreement.

On March 7, 2023, OHM provided the City with a memorandum regarding the 2023 City Hall and Public Library Parking Lot. This resurfacing project that was recently completed, added an additional 4 parking spaces to the parking lot currently utilized by the City and the Library for parking.

January 28, 2025

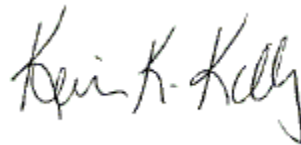
Page 4

In the fall of 2024, URIF requested documents verifying that the Property was owned by the DDA. Upon reviewing the records, it was determined that the Property is actually owned by the City. In order for the DDA to construct the parking lot on the Property, the City would either need to consent to the DDA building the parking lot on the Property, which is owned by the City or deed the Property to the DDA so that it may construct the parking lot on the Property. That is why this request is being made to present this issue to the City Council.

If you should have any additional question or concerns with regard to this communication, please contact me at your earliest convenience at 810-569-0352.

Sincerely,

MCGRAW MORRIS P.C.

A handwritten signature in black ink that reads "Kevin K. Kilby". The signature is written in a cursive, flowing style.

Kevin K. Kilby
Attorney at Law

S:\Shared With Me\Troy\Data\Grosse Pointe Park DDA\Schaap Center\City Council Request for Property\Letter to City Council requesting 15175 Jefferson be conveyed to the DDA (Final).docx

Motion by Councilmember Safranek, supported by Councilmember Clark to accept and approve the invoices over \$5,000 for the month of March 1999, in accordance with Section 2.249 of the City Charter and place the Finance Report on file.

AYES: Councilmember Clark, Kennedy, Safranek, Moran, Theokas, Ausherman and Mayor Heenan

NAYS: None

EXECUTIVE COMMITTEE SESSION

Mayor Heenan requested that an Executive Committee Session be held immediately following the regular Council Meeting to discuss acquisition of real estate.

Motion by Mayor Heenan, supported by Councilmember Safranek that an Executive Committee Session be held immediately following the regular Council Meeting.

AYES: Councilmember Clark, Kennedy, Safranek, Moran, Theokas, Ausherman and Mayor Heenan

NAYS: None

CITIZEN COMMENT

Councilmember Ausherman expressed interest in a tour of the new pump station located at Patterson Park now that the project has been completed.

City Manager indicated he will inform Ken Allen and schedule a time for the Council to have a tour of the new facility.

With no further business, the meeting convened to closed door session.

The meeting reconvened to open door session.

ACQUISITION OF JEFFERSON CHEVROLET

City Attorney informed the Council of the recent meetings held in regards to the acquisition of certain real property in the City.

Motion by Councilmember Ausherman, supported by Councilmember Moran to authorize the City Attorney to negotiate and enter into commitments for an amount not to exceed \$900,000 plus closing costs and financing costs.

AYES: Councilmember Clark, Kennedy, Safranek, Moran, Theokas, Ausherman and Mayor Heenan

NAYS: None

WINDMILL POINTE BOULEVARD - SPRINKLING SYSTEM

City Manager indicated he has acquired a proposal for the placement of sprinklers along Windmill Pointe Boulevard. He questioned whether to pursue this now and include in the upcoming budget. Council expressed desire to undertake at this time. This is a large greenspace area that dries out every summer and sprinklers would maintain the greenspace area and compliment the entire boulevard. The proposal received was from Ameriscape in the amount of \$38,000. He further noted this price when compared to recent prices received is very reasonable.

Mayor Heenan and the Councilmembers agreed the sprinklers would maintain that area and compliment the entire community.

4. The City Manager is hereby authorized to execute and deliver on behalf of the City the Contract in substantially the form attached hereto as Exhibit A. The Contract shall be payable within a period of not less than five or more than ten years and the interest rate not the Contract shall not exceed 5.5% per annum. The Contract, when signed by the City Manager on behalf of the City, shall constitute a binding and valid contract of the City and shall be fully enforceable in accordance with its terms and conditions.
5. This Council designates the Contract as a "qualified tax exempt obligation" for the purpose of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended (the "Code"). The City covenants to comply with all provisions of the Code necessary to maintain the exclusion of interest on the Contract from gross income for federal income tax purposes.
6. The City Manager and other City officials as may be necessary are hereby authorized to execute and deliver such documents, instruments and certificates as are necessary or desirable to consummate the described transaction and to maintain the exclusion of the interest on the Contract from gross income for federal income tax purposes.

AYES: Councilmember Safranek, Theokas, Ausherman and Mayor Heenan

NAYS: None

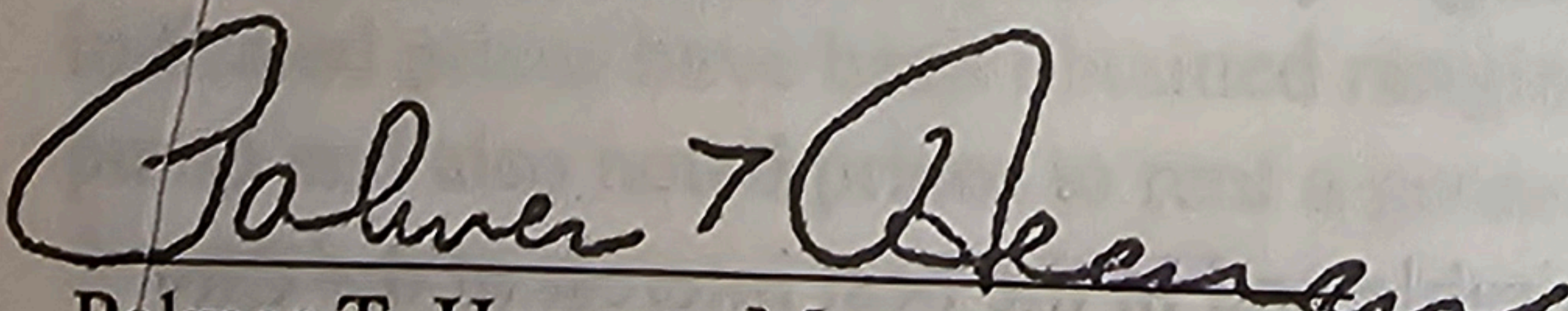
ABSENT: Councilmembers Clark and Kennedy

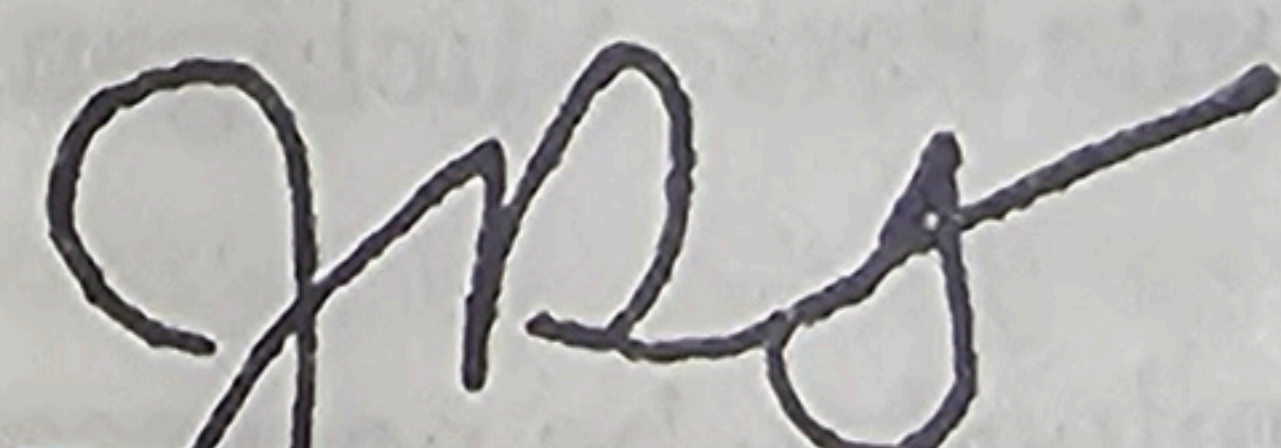
VARIANCES - FENCES/SWIMMING POOLS

City Manager indicated there have been several requests for variances to the code regarding fences around swimming pools. He inquired with the Council as to amending the code, rather than having the petitioners come before the Council so routinely.

Mayor Heenan indicated he would rather not amend the code and to direct the building department to notify such residents they must appear before Council with such a request.

With no further business, the meeting adjourned.


Palmer T. Heenan, Mayor


Jane M. Blahut, City Clerk

BODMAN, LONGLEY & DAHLING LLP

34TH FLOOR, 100 RENAISSANCE CENTER
DETROIT, MICHIGAN 48242
(313) 259-7777
FAX (313) 259-7777

CARL F. STAFFORD
(313) 393-7535

CSTAFFORD@BODMANLONGLEY.COM

Oct

15175 E Jefferson
Installment Purchase
Contract.

5 WEST BIG BEAVER ROAD
SUITE 2020
TROY, MICHIGAN 48064
(248) 362-2110
(248) 244-0780

WILLER, SUITE 300
TROY, MICHIGAN 48104
(313) 761-3780
(419) 930-2494

COURT STREET
BOX 405
TROY, MICHIGAN 49721
(313) 7-4351
(313) 27-2802

Ms. Jane M. Blahut
City Clerk/Treasurer
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

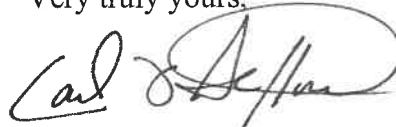
**RE: \$900,000 City of Grosse Pointe Park Installment Purchase Contract
(15175 East Jefferson Avenue Project)**

Dear Ms. Blahut:

Enclosed herewith please find three copies of IRS Form 8038-G which was prepared for the above-referenced Installment Purchase Contract. Please have Mr. Krajniak sign all three forms. Once the forms have been signed, please forward them to my attention so that one can be filed with the Internal Revenue Service.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

Very truly yours,



Carl F. Stafford

CFS

enclosures

cc: Herold Deason, Esq. (w/o encs.)

Done signed & sent
back 11-1-99

Information Return for Tax-Exempt Governmental Obligations

► **Under Internal Revenue Code section 149(e)**

► See separate instructions.

OMB No. 1545-0720

(rev. May 1999)

Department of the Treasury
Internal Revenue Service

Caution: Use Form 8038-GC if the issue price is under \$100,000.

Part I Reporting Authority

If Amended Return, check here ☐

1	Issuer's name City of Grosse Pointe Park	2.	Issuer's employer identification number 38-6004694
3	Number and street (or P.O. box if mail is not delivered to street address) 15115 East Jefferson	Room/suite	4 Report number G 1999-1
5	City, town, or post office, state, and ZIP code Grosse Pointe Park, Michigan 48230		6 Date of issue September 16, 1999
7	Name of issue \$900,000 City of Grosse Pointe Park Installment Purchase Contract (15175 East Jefferson Avenue Project)		8 CUSIP number None
9	Name and title of officer or legal representative whom the IRS may call for more information Carl F. Stafford	10	Telephone number of officer or legal representative (313) 259-7777

Part II	Type of Issue (check applicable box(es) and enter the issue price)
	☐ New issue ☐ Secondary offering ☐ Repurchase of common stock ☐ Exchange of common stock ☐ Other

See instructions and attach schedule

11	☐ Education	11	N/A
12	☐ Health and hospital	12	N/A
13	☐ Transportation	13	N/A
14	☐ Public safety	14	N/A
15	☐ Environment (including sewage bonds)	15	N/A
16	☐ Housing	16	N/A
17	☐ Utilities	17	N/A
18	☒ Other. Describe ► <u>Municipal Parking and Parks property</u>	18	900,000
19	If obligations are TANs or RANs, check box ► ☐ If obligations are BANS, check box ► ☐		
20	If obligations are in the form of a lease or installment sale, check box ► ☒		

Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9-1-2005	\$ N/A	\$ N/A	6 years	4.850 %

Part IV	Uses of Proceeds of Bond Issue (including underwriters' discount)
----------------	--

22	Proceeds used for accrued interest		22	N/A
23	Issue price of entire issue (enter amount from line 21, column (b))		23	N/A
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A	
25	Proceeds used for credit enhancement	25	N/A	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A	
27	Proceeds used to currently refund prior issues	27	N/A	
28	Proceeds used to advance refund prior issues	28	N/A	
29	Total (add lines 24 through 28)		29	N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	N/A

Part V	Description of Refunded Bonds (Complete part only for refunding bonds.)
--------	---

31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	N/A	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	N/A	years
33	Enter the last date on which the refunded bonds will be called	►	N/A	
34	Enter the date(s) the refunded bonds were issued ►		N/A	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	None
b	Enter the final maturity date of the guaranteed investment contract ► <u>N/A</u>		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	N/A
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the name of the issuer ► _____ and the date of the issue ► _____		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☒
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
40	If the issuer has identified a hedge, check box		☐

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Please
Sign
Here**

Signature of issuer's authorized representative

11-1-1999

Date _____

Dale M. Krajniak
City Manager

Type or print name and title

00036095 APR 07 2000

FIRST AMERICAN
TITLE INSURANCE COMPANY

Liber-31402 Page-954
200112383 4/07/2000
F.E. Youngblood, Wayne Co. Register of Deeds
RDJOHCEL

STATE OF
MICHIGAN

WAYNE COUNTY
APRIL 13, 2000
RECEIPT #2558



**REAL ESTATE
TRANSFER TAX**

\$ 962.50-CO
\$ 6562.50-ST
STAMP #100246220

FIDUCIARY DEED

KNOW ALL MEN BY THESE PRESENTS: That Comerica Bank, as Trustee of the Henry T. Ewald, III Selectrust, an undivided 1/6 interest and Comerica Bank, as Trustee of the Kristi L. Ewald, Selectrust, an undivided 1/6 interest and John C. Ewald and Comerica Bank, as Co-Trustees of the John C. Ewald, Selectrust, an undivided 1/6 interest and Wendy Taylor Ewald and Comerica Bank, as Co-Trustees of the Wendy Taylor Ewald, Selectrust, an undivided 1/6 interest and Holly S. Ewald and Comerica Bank, as Co-Trustees of the Holly S. Ewald, Selectrust, an undivided 1/6 interest and Comerica Bank, as Trustee of the Tracey Ewald-Eames, Selectrust, an undivided 1/6 interest and not in their individual or corporate capacity, whose address is P.O. Box 75000, MC 3228, Detroit, Michigan 48275 do hereby convey, grant, bargain, remise, alien and confirm to **Lakepoint Acquisition Corporation, whose address is 34th Floor, 100 Renaissance Center, Detroit, Michigan 48243** the following described premises situated in the City of Grosse Pointe Park, County of Wayne and State of Michigan, to wit:

LOTS A, B, C, THE SOUTHERLY 200 FEET OF LOT D, ALSO LOT 1 AND LOT D EXCEPT THE SOUTHERLY 200 FEET, BERN'S JEFFERSON AVENUE SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 26 OF PLATS, PAGE 22, WAYNE COUNTY RECORDS.

TAX PARCEL NO.: 39-008-03-0001-000, 39-008-03-0113-000 & 39-008-03-0114-000

A/K/A 15175 EAST JEFFERSON

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, for the sum of **EIGHT HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 (\$875,000.00) Dollars**. Subject to building and use restrictions, easements, and zoning ordinances, if any.

The grantor herein does hereby covenant and agree that the grantor has not heretofore done, committed or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is shall or may be charged or encumbered in title, estate or otherwise.

This is to certify that there are no tax liens or titles on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

No. 4928 Raymond W. Young Date 2-1-00
WAYNE COUNTY TREASURER Clerk W. J. Young

02-01-2000 11CL4928

DEED'S

12.00

R DD 21 YR 5 PG. 5 UL

REV
B 7525.00

Date: September 16, 1999

Liber-31402

Page-955

Witnesses:

Comerica Bank, as Trustee of the Henry T. Ewald,
III Selecttrust, an undivided 1/6 interest

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

Louis C. Fulgoni
By: Louis C. Fulgoni
Its: Vice President

Comerica Bank, as Trustee of the Kristi L. Ewald
Selecttrust, an undivided 1/6 interest

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

Louis C. Fulgoni
By: Louis C. Fulgoni
Its: Vice President

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

John C. Ewald
John C. Ewald, Co-Trustee

And

Comerica Bank, as Co-Trustee of the John C.
Ewald Selecttrust, an undivided 1/6 interest

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

Louis C. Fulgoni
By: Louis C. Fulgoni
Its: Vice President

Tom M. Doner
LEE
TOM M. DONER

Wendy Taylor Ewald
Wendy Taylor Ewald, Co-Trustee

And

Comerica Bank, as Co-Trustee of the Wendy
Taylor Ewald Selecttrust, an undivided 1/6 interest

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

Louis C. Fulgoni
By: Louis C. Fulgoni
Its: Vice President

Liber-31402 Page-956

Staci Peterson

STACI PETERSEN

Candice M. Casey

CANDICE M. CASEY

Holly S. Ewald
Holly S. Ewald, Co-Trustee

And

Comerica Bank, as Co-Trustee of the Holly S. Ewald Selecttrust, an undivided 1/6 interest

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

Louis C. Fulgoni
By: Louis C. Fulgoni
Its: Vice President

Comerica Bank, as Trustee of the Tracey Ewald-Eames Selecttrust, and undivided 1/6 interest

Joyce E. Dickelman
JOYCE E. DICKELMAN

Fredericka L. Sharpe
FREDERICKA L. SHARPE

Louis C. Fulgoni
By: Louis C. Fulgoni
Its: Vice President

STATE OF MICHIGAN

}SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16TH day of September, 1999, by Louis C. Fulgoni, Vice President of COMERICA BANK, a banking corporation, on behalf of the corporation as such Trustee of the Henry T. Ewald III Selecttrust and not in its individual or corporate capacity.

Les Vaughn Posey
Notary Public

My commission expires:

LESA VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

STATE OF MICHIGAN

}SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16TH day of September, 1999, by Louis C. Fulgoni, Vice President of COMERICA BANK, a banking corporation, on behalf of the corporation as such Trustee of the Kristi L. Ewald Selecttrust and not in its individual or corporate capacity.

Les Vaughn Posey
Notary Public

My commission expires:

LESA VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

STATE OF MICHIGAN

}SS

Liber-31402

Page-957

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16TH day of September, 1999, by John C. Ewald, as Co-Trustee and not in his individual capacity.

of the John C. Ewald Selectrust

LesA Vaughn Posey
Notary Public

My commission expires:

LES A VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

STATE OF MICHIGAN

}SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16TH day of September, 1999, by Louis C. Fulgoni, Vice President of COMERICA BANK, a banking corporation, on behalf of the corporation as such Co-Trustee of the John C. Ewald Selectrust and not in its individual or corporate capacity.

LesA Vaughn Posey
Notary Public

My commission expires:

LES A VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

STATE OF NEW YORK

}SS

COUNTY OF Dutchess

The foregoing instrument was acknowledged before me this 11 day of September, 1999, by Wendy Taylor Ewald, as Co-Trustee and not in her individual capacity.

of the Wendy Taylor Ewald Selectrust
LEE W. JOHNSON
Notary Public, State of New York
No. 4818534
Residing in Ulster County
Commission Expires 3/31-2000
Lee W. Johnson
Notary Public

My commission expires:

STATE OF MICHIGAN

}SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16TH day of September, 1999, by Louis C. Fulgoni, Vice President of COMERICA BANK, a banking corporation, on behalf of the corporation as such Trustee of the Wendy Taylor Ewald Selectrust and not in its individual or corporate capacity.

LesA Vaughn Posey
Notary Public

My commission expires:

LES A VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

STATE OF RHODE ISLAND

}SS

COUNTY OF PROVIDENCE

Liber-31402

Page-958

The foregoing instrument was acknowledged before me this 9th day of September, 1999, by Holly S. Ewald, as Co-Trustee and not in her individual capacity.

GAYLE B. KAIRNES, Notary Public
State of Rhode Island and Providence Plantations
My Commission Expires

Gayle B. Kairnes
Notary Public

My commission expires:

7/02/2001
of the Holly S. Ewald Selectrust

STATE OF MICHIGAN

}SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16th day of September, 1999, by Louis C. Fulgoni, Vice President of COMERICA BANK, a banking corporation, on behalf of the corporation as such Co-Trustee of the Holly S. Ewald Selectrust and not in its individual or corporate capacity.

Lesia Vaughn Posey
Notary Public

My commission expires:

LESA VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

STATE OF MICHIGAN

}SS

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me this 16th day of September, 1999, by Louis C. Fulgoni, Vice President of COMERICA BANK, a banking corporation, on behalf of the corporation as such Trustee of the Tracey Ewald-Eames, Selectrust and not in its individual or corporate capacity.

Lesia Vaughn Posey
Notary Public

My commission expires:

LESA VAUGHN POSEY
NOTARY PUBLIC - WAYNE COUNTY, MI
ACTING IN WAYNE CO., MI
MY COMMISSION EXP. 10/14/2000

Drafted by: Joyce E. Dickelman
Comerica Bank
Trust Real Estate Dept., MC 3228
P.O. Box 75000
Detroit, MI 48275

Record and Return to: Lakepoint Acquisition Corporation
34th Floor
100 Renaissance Center
Detroit, MI 48243

BODMAN, LONGLEY & DAHLING LLP
34TH FLOOR, 100 RENAISSANCE CENTER
DETROIT, MICHIGAN 48243
(313) 259-7777
FAX (313) 393-7579

HEROLD MCC. DEASON
(313) 393-7556
HDEASON@BODMANLONGLEY.COM

755 WEST BIG BEAVER ROAD
SUITE 2020
TROY, MICHIGAN 48064
(248) 362-2110
FAX (248) 244-0780

110 MILLER, SUITE 300
ANN ARBOR, MICHIGAN 48104
(313) 761-3780
FAX (313) 930-2494

229 COURT STREET
P.O. BOX 405
CHEBOYGAN, MICHIGAN 49721
(616) 627-4351
FAX (616) 627-2802

January 10, 2001

Ms. Jane M. Blahut
City Clerk/Treasurer
City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Dear Jane:

Enclosed is our check payable to the City in the amount of \$23,806.01. This represents the remainder of the funds associated with the acquisition of the Jefferson Chevrolet property. The amount is a result of the following:

Bond proceeds	\$ 900,000.00
Rent from Jefferson Chevrolet	<u>15,300.00</u>
	\$ 915,300.00
Less amount paid for property	(842,329.64)
Less acquisition and bond fees	(23,000.00)
Less environmental testing services	<u>(28,450.13)</u>
	\$ 21,520.23
Interest on deposited funds	<u>2,285.78</u>
TOTAL	<u>\$ 23,806.01</u>

Let me know if you need anything further. Best regards.

Yours very truly,



Herold McC. Deason

HMCCD:dal
enc.

cc: Mr. Dale M. Krajniak

POINTE ENVIRONMENTAL SERVICES, INC.

Consulting and
Compliance
Specialists for:

- Real Estate Audits
- Environmental Audits
- Storage Tank
Removal
- Soil Remediation
- Asbestos Abatement
- Lead Abatement
- Laboratory Analysis
- Radon Testing

76 Kerby Rd.
Grosse Pointe Farms, Michigan 48236
(313) 882-1933
Cell (313) 333-0639 Fax (313) 882-1933

City of Grosse Pointe Park
Attn: Mr. Christon Reimel
15115 East Jefferson
Grosse Pointe Park, MI 48230

July 9, 2003

REF: Soil Remediation
15175 East Jefferson, Grosse Pointe Park, MI.

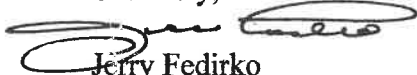
Dear Mr. Reimel:

The following tasks were completed during the removal and disposal of a 40 cubic yards of contaminated soil from the parking lot behind the former Jefferson Chevrolet building.

A Baseline Environmental Assessment/Compliance Analysis (BEA/CA) was performed by Clayton Environmental in January 2000 in which 15 soil borings were extracted at various locations from the parking lot. Two of the soil borings (CGP-6 and CGP-9) exceeded the residential direct contact criteria for PNA compounds. To remediate the soil between the two soil borings an area approximately 10 feet by 20 feet by 5 feet deep was excavated and placed two lined dumpsters. A soil sample was taken at the floor of both ends of the excavation and sent to a certified laboratory for PNA analysis which resulted in non detectable readings for PNA contamination. During the excavation, no sheen on the ground water or stained soil was observed. The excavation was back filled with clean fill sand and compacted to grade. The contaminated soil was manifested and disposed to a landfill. A copy of the manifest, lab analysis of the soil samples, landfill documentation and photos are provided with this report.

Atch: Waste Manifests
Lab Analysis for soils
Sand and fill dirt deliveries
Photos

Sincerely,


Jerry Fedirko
President/CEO

**MEMORANDUM OF UNDERSTANDING
AMONG
THE CITY OF DETROIT,
URBAN RENEWAL INITIATIVE FOUNDATION
AND
THE CITY OF GROSSE POINTE PARK**

This Memorandum of Understanding ("MOU") is entered into by the City of Detroit, a Michigan municipal corporation ("City"), Urban Renewal Initiative Foundation or its successor or assignee ("Foundation"), a Michigan non-profit corporation, and the City of Grosse Pointe Park ("GPP"), a Michigan municipal corporation, in order to cooperate and to coordinate their respective activities in furtherance of the construction of a non-profit community center for the arts, (The A. Paul and Carol C. Schaap Center for the Performing Arts and the Richard and Jane Manoogian Art Gallery), a bus turnaround, and parking area for DDOT busses. The City, Foundation and GPP each may be referred to herein as a "Party" or collectively as the "Parties," as applicable.

RECITALS:

- A.** The City owns but no longer uses as a bus turnaround or for any other purpose the real property located on Jefferson Avenue between Wayburn Street and Maryland Street in the City of Grosse Pointe Park and more particularly described on the attached Exhibit A (the "City Property");
- B.** The Foundation is desirous of purchasing the City Property for the construction of a non-profit community center for the arts that will be operated by the Foundation or another non-profit entity.
- C.** GPP owns and currently maintains as green space the real property located on Jefferson Avenue between Maryland Street and Lakepointe Street in the City of Grosse Pointe Park and more particularly described on the attached Exhibit B (the "GPP Property");
- D.** GPP owns and maintains the traffic island located in Jefferson Avenue immediately west of the intersection of Jefferson Avenue and Lakepointe Street (the "Traffic Island").
- E.** GPP has offered (among other things, as set forth below) to modify the GPP Property and the Traffic Island as necessary for use by the City's Department of Transportation ("DDOT") in perpetuity for a bus turnaround and parking area for DDOT busses.
- F.** GPP and the City believe that the construction and operation of a non-profit community center for the arts, bus turnaround and parking area is in the best interest of the public and are desirous of seeking necessary approvals and consummation of the same.

Accordingly, the City, Foundation and GPP mutually acknowledge the following understanding:

Section 1 – Purpose. The purpose of this MOU is to set forth the required activities of the Parties hereto in furtherance of the construction of the non-profit community center for the arts, bus turnaround, and parking area.

Section 2 - Activities of the City. In furtherance of the construction of the non-profit community center for the arts, bus turnaround and parking area, the City agrees to perform the following independent activities: the City will at its earliest opportunity request authorization from the Detroit City Council to sell the City Property to the Foundation for the Purchase Price of **Three Hundred Thousand Dollars (\$300,000.00)**. The City shall convey title to the City Property to the Foundation by quit claim deed. The City will deliver the quit claim deed to the Foundation only after the following conditions have been met:

- A. Detroit City Council has authorized, by resolution, the sale and conveyance of the City Property to the Foundation; and
- B. GPP has performed its obligations under Section 4, Paragraphs A, B, C, and D, of this MOU.
- C. GPP and the City have executed as the binding obligation of each a Memorandum of Understanding reopening Kercheval to two way traffic.

Title will be conveyed, in a Closing described in Section 5 of this MOU, by the City as soon as practicable but in no event more than 30 days after the aforementioned conditions have been met.

Section 3 - Activities of the Foundation. In furtherance of the construction of the non-profit community center for the arts, bus turnaround and parking area, the Foundation agrees to perform the following independent activities:

- A. The Foundation will position and construct the structure/building that will be the community center for the arts in substantial compliance with the Site Plan attached as Exhibit C. The Foundation agrees that if the community center for the arts is not constructed that the Foundation will not construct, build or erect any other building or structure on the City Property unless it has received written approval, which shall not be unreasonably withheld, from the Mayor of the City of Detroit or his/her designee. The Foundation further agrees it will not convey its interest in the City Property to another person or entity without the written approval, which shall not be unreasonably withheld, of the Mayor of the City of Detroit or his/her designee, except that the Foundation may convey its interest to a separate tax exempt non-profit entity provided such non-profit entity agrees to the conditions stated in this MOU regarding use of the City Property provided the Foundation gives the City notice of the assignment and a signed Assignment and Assumption of MOU or such other document as may be reasonably requested by the City between the Foundation and the non-profit assignee after which the City shall release the foundation of its obligations under this MOU.
- B. Provide evidence to the City of the necessary corporate authority to enter into this MOU.
- C. Operate the non-profit community center for the arts in such a manner that any loading/unloading or backing up of vehicles in any loading dock that is adjacent to properties located within the boundaries of the City of Detroit occur only within the hours

of 8 a.m. and 5 p.m. Further, vehicle engines shall not idle for more than 5 minutes in said loading dock area.

Section 4 – Activities of GPP. In furtherance of the construction of the non-profit community center for the arts, bus turnaround, and parking area, GPP agrees to perform the following independent activities at its own cost:

- A. Provide evidence to the Foundation and the City of the necessary authority to enter into this MOU.
- B. Request and receive authorization from all necessary GPP legislative and executive members to construct the bus turnaround and parking area on the GPP Property for use, in perpetuity, only as a bus turnaround and parking area for DDOT busses. Said use shall run with the land and GPP agrees that the City may seek any and all remedies available to it in a breach of contract action including but not limited to specific performance if GPP infringes or interferes in any way on this use.
- C. Provide reasonably satisfactory evidence of GPP's ability to perform its obligations under this MOU with respect to the GPP Property.
- D. At GPP's cost, provide a cash or surety (with such surety as is reasonably satisfactory to the City) bond in the amount of **Fifty Thousand and 00/100 Dollars (\$50,000)** to secure GPP's performance of its obligations under Section 4, Paragraphs E and F, of this MOU. In the event
 - 1. GPP submits a surety bond, and GPP does not perform its obligations under Section 4, Paragraphs E and F, of this MOU, the proceeds of such bond shall be paid to the City of Detroit for use to complete the bonded obligations, GPP will issue a right of entry to the City or is contractor to complete the construction and will provide the City with an easement to erect signs on the GPP Property that notifies the public that the area is for DDOT bus parking only, with any balance paid to GPP, or
 - 2. GPP submits a cash bond, such bond shall be held by such title company as is reasonably satisfactory to the City; GPP may draw against it to complete its obligations under Section 4, Paragraphs E and F, of this MOU in accordance with the reasonable requirements of such title company; and if GPP does not perform its obligations under Section 4, Paragraphs E and F, of this MOU, the proceeds of such bond shall be used to complete the bonded obligations, with any balance paid to GPP.
- E. Prepare the GPP Property depicted on Exhibit C(4) for use by DDOT as a bus staging and turnaround area within one year of the date of Detroit City Council authorization described in Section 2 of this MOU. This preparation will include, but is not limited to, removal of existing curbs, sidewalks and green space along Jefferson Avenue, proper signage indicating the area is for DDOT parking only, site preparation for paving, and paving of the area with curbs and drainage. All such work will be completed to the reasonable

satisfaction of the City and in accordance with applicable State of Michigan Department of Transportation standards and specifications for road construction.

- F. Construct the improvements to the Traffic Island depicted on Exhibit C(4) to permit DDOT buses of no more than sixty (60) feet long to turn from eastbound Jefferson Avenue into the bus staging area and/or to complete a U-turn from eastbound to westbound Jefferson Avenue within one year of the date of Detroit City Council authorization described in Section 2 of this MOU. All work will be completed to the reasonable satisfaction of the City and in accordance with applicable State of Michigan Department of Transportation standards and specifications for road construction.
- G. Maintain (in a clean and orderly fashion together with providing reasonable supplies of soap, towels and toilet paper) a restroom facility or facilities located within the City of Grosse Pointe Park municipal facilities at 15115 East Jefferson Avenue, for use by DDOT drivers, on a continuous and uninterrupted basis as long as the City operates a bus line/route along Jefferson Avenue. GPP agrees that said use shall run with the land as long as the City operates a bus line/route along Jefferson Ave and that the City may seek any and all remedies available to it in a breach of contract action, including but not limited to specific performance, if GPP infringes in any way on this use.

Section 5 – Closing Between the City and the Foundation.

- A. The Foundation shall, at its expense, order a commitment for title insurance from First American Title Insurance Company (the “Title Company”) for the City Property and title to the City Property must be reasonably satisfactory to the Foundation. In the event title to the City Property cannot be conveyed in the condition required by this MOU, the Foundation may terminate this MOU and the parties shall have no further obligation under this MOU.
- B. The conveyance of the City Property to the Foundation will occur at a Closing. The Closing shall take place at the offices of the Title Company at a time mutually agreeable to the City and the Foundation.
- C. At the Closing, the Foundation shall:
 - 1. pay the Purchase Price to the Title Company for disbursement in conformity with a closing statement agreed to by the parties,
 - 2. pay the closing costs charged by the Title Company and the premium on a policy of title insurance insuring the Foundation’s interest in the City Property, and
 - 3. execute such other documents and take such other actions as are customary and reasonable to close the transaction.
- D. At the Closing, the City shall:
 - 1. deliver a quit claim deed in a form substantially similar to that attached as Exhibit D conveying the City’s interest in the City Property to the Foundation; and

2. the City shall execute such documents and take such actions consistently with the policies of the City to cause the Title Company to issue a policy of title insurance in conformity with this MOU.

Section 6 – Meetings. The City and GPP will meet at their mutual convenience, whether in person or by video conference, telephone, or other convenient means, on a periodic basis to review the progress of each Party's activities under this MOU, to coordinate further activities as may be necessary, and to discuss any other relevant issues as may arise from time to time.

Section 7 - Effective Date and Termination. This MOU will be effective as of the date upon which it has been signed by an authorized representative of each of the Parties (the "Effective Date"). This MOU shall terminate upon the conveyance of the City Property to the Foundation except for those obligations and responsibilities found in Sections 3 & 4 which shall survive termination of this agreement. Any Party to this MOU has the right to terminate this MOU if, by December 31, 2019, any Party to this MOU has not received all necessary authority to enter into this MOU. Termination for failure to receive necessary authority shall be effective seven (7) calendar days after receipt of notice provided in accordance with Section 8 of this MOU.

Section 8 – Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this MOU by either Party will be given in writing, signed by an authorized representative of the Party, and hand-delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to City: City of Detroit
 Mayor's Office
 2 Woodward Ave, Ste 1126
 Detroit, MI 48226
 Attention: F. Thomas Lewand
 Email: lewandt@detroitmi.gov

If to Foundation: Urban Renewal Initiative Foundation
 President
 Attention: A. Paul Schaap
 15115 East Jefferson Avenue
 Grosse Pointe Park, MI 48230

 and

 Stephen J. Pokoj
 Fildew Hinks, PLLC
 26622 Woodward Avenue
 Suite 225
 Royal Oak, MI 48067

If to GPP: City of Grosse Pointe Park
City Manager
Attention: Dale Krajniak
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230

Email: citymanager@grossepointepark.org

-and-

City of Grosse Pointe Park
City Attorney
Attention: Dennis J. Levasseur
6th Floor at Ford Field
1901 Saint Antoine Street
Detroit, Michigan 48226

Email: dlevasseur@bodmanlaw.com

Section 9 – Miscellaneous.

- A. **Relationship of the Parties.** Each Party acknowledges that the Parties are independent of each other and do not intend, as a result of this MOU or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this MOU. Each Party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders to which it is subject.
- B. **Assignment.** Except as otherwise provided in this MOU, this MOU sets forth each Party's intended activities in furtherance of the Land Swap, and no Party intends to delegate or assign this MOU, or any portion of or responsibility under this MOU, without the prior written notice to and consent of the other Parties.
- C. **Merger.** This MOU sets forth the entire understanding between the Parties as to their activities in furtherance of the construction of the non-profit community center for the arts, bus turnaround and parking area, and all prior discussions, negotiations, communications, and understandings, whether written or verbal, are merged into this MOU.
- D. **Amendments.** No amendment to this MOU will be effective unless it is in writing, expressly makes reference to this MOU, and is executed by a duly authorized representative of each Party.
- E. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by applicable law.

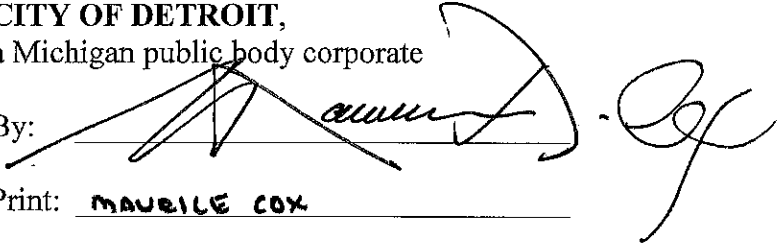
F. **Authority of the City.** Notwithstanding anything in this MOU, in law, in equity, or otherwise to the contrary, this MOU shall be of no force or effect and may not in any way be enforced against the Parties unless and until the MOU between the City and GPP pertaining to the reopening and redevelopment of Kercheval Avenue has been signed by all necessary parties thereto, this MOU has been fully executed by a duly authorized agent of the Foundation, GPP and the City and approved by the City of Detroit Law Department, and the transactions contemplated hereby have been approved pursuant to a Resolution of the Detroit City Council as approved by the Mayor of the City of Detroit. Any amendments or modifications of this MOU shall likewise be fully executed by a duly authorized agent of the Foundation, GPP and the City, approved by the City of Detroit Law Department, and approved pursuant to a Resolution of the Detroit City Council as approved by the Mayor of the City of Detroit that incorporates such amendments or modifications.

[Signatures appear on next page.]

[Signature page to Memorandum of Understanding between the City of Detroit, the Urban Renewal Initiative Foundation and the City of Grosse Pointe Park]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,
a Michigan public body corporate

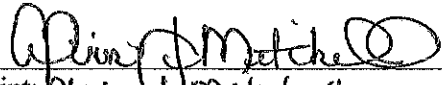
By: 

Print: MAURILE COX

Its: DIRECTOR, PLANNING & DEVELOPMENT DEPT.

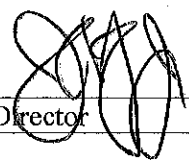
STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on August 20, 2018⁹ by Maurice Cox, the Director of the Planning of the City of Detroit, a Michigan public body corporate, on behalf of the City, and Development Dept.


Print: Alvin J. Mitchell
Notary Public, Wayne County, Michigan
My commission expires: 03/10/2024
Acting in the County of Wayne

ALVIN J. MITCHELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Mar 10, 2024
ACTING IN COUNTY OF WAYNE

Pursuant to § 18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument.


Finance Director

Approved by City Council on
JULY 9, 2019

Approved by the Mayor on
JULY 10, 2019

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.


Corporation Counsel

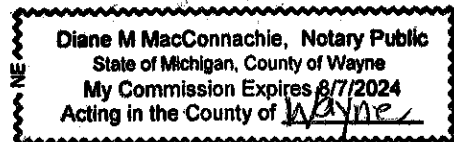
URBAN RENEWAL INITIATIVE FOUNDATION,
a Michigan non-profit corporation

By: A. Paul Schaap
Print: A. PAUL SCHAAP
Its: PRESIDENT

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me on July 12, 2018 ^{2019 dm} by
A. Paul Schaap, the President of the Urban Renewal Initiative
Foundation, a Michigan non-profit corporation, on behalf of the corporation.

Diane M MacConnachie
Print: Diane M MacConnachie
Notary Public, Wayne County, Michigan
My commission expires: 08/07/2024
Acting in the County of Wayne



CITY OF GROSSE POINTE PARK,
a Michigan municipal corporation

By: Robert W. Denner
Print: ROBERT W. DENNER
Its: MAYOR

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on July 11, 2018 ^{2019 hof} by
Robert W Denner, the mayor of the City of Grosse
Pointe Park, a Michigan public body corporate, on behalf of the City.

Holly A Piche
Print: Holly A Piche
Notary Public, Wayne County, Michigan
My commission expires: 12/15/2024
Acting in the County of Wayne

EXHIBIT A

Land described as Parcel Identification No. 008-07-0203-002

Commonly known as: 15003 E Jefferson Ave., Grosse Pointe Park

PKWW203B 204 LOT 203 EXC SLY 110 FT. OF WLY 60.64 FT THEREOF ALSO LOT 204
TURNBULL AND EPSTEAN'S JEFFERSON AVENUE SUB, PC 570 L 26 P98 WCR

DESCRIPTION CORRECT

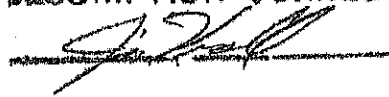
A handwritten signature, likely "J. Hall", is written over a horizontal line.

EXHIBIT B

LEGAL DESCRIPTION FOR CITY OF GROSSE POINTE PARK PROPERTY

PROPERTY ADDRESS:

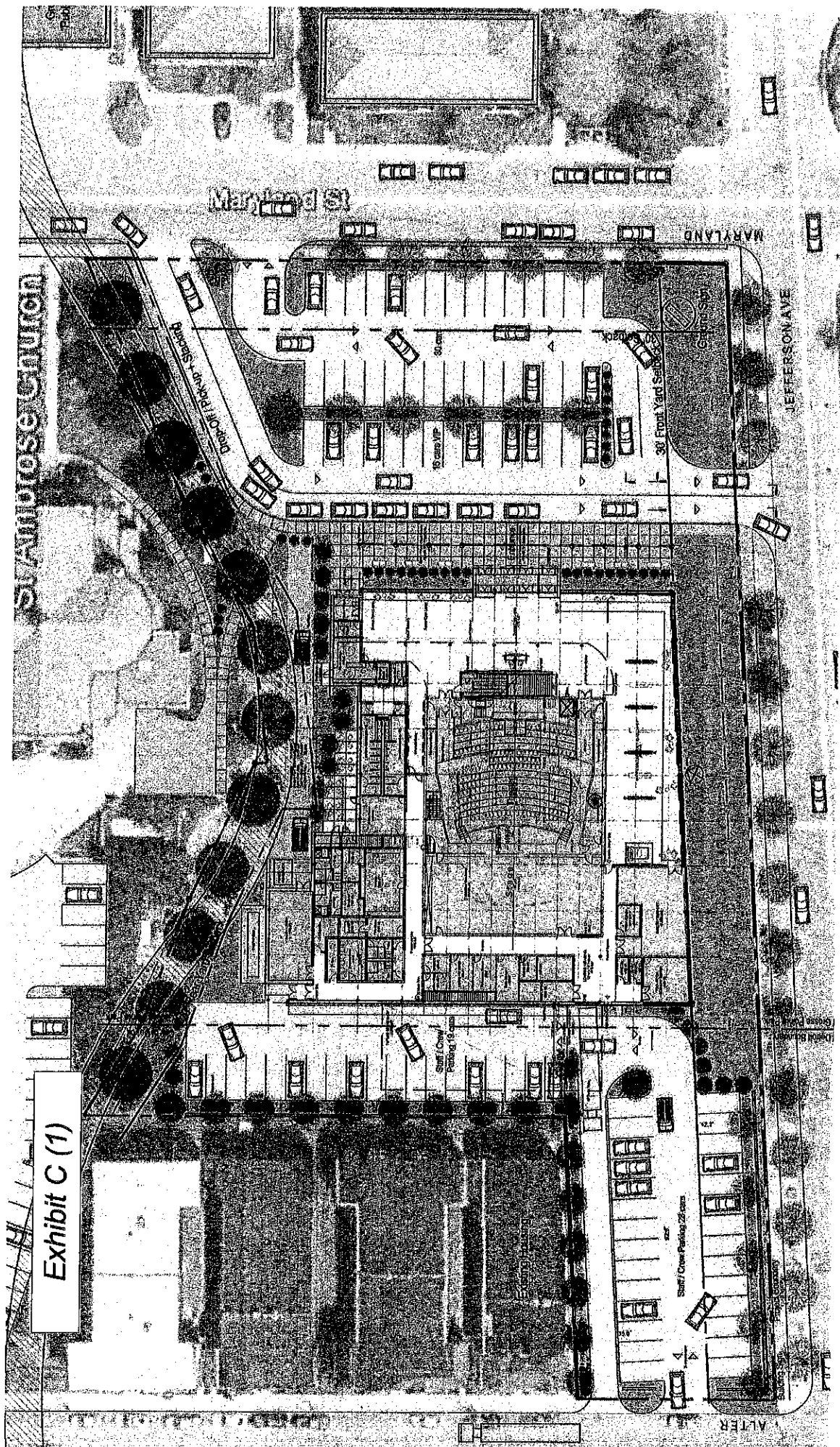
15175 EAST JEFFERSON

GROSSE POINTE PARK, MI 48230

DATE PRINTED: 01/25/2019

2018 LEGAL DESCRIPTION:

PKSSA1- - D1 THE SLY PTS OF LOTS A TO D COMBINED DESC AS BEG S 25D 47M 57S
E 186.00 FT FROM THE NE COR OF LOT 1; TH S 25D 47M 57S E 198.57 FT - TH S
60D 18M 42S W 169.95 FT - TH N 25D 52M 13S W 210.66 FT - TH N 64D 23M 29S E
169.82 FT POB - - - BERNS JEFFERSON AVE SUB PC 570 L26 P22 WCR - - K - 0.80

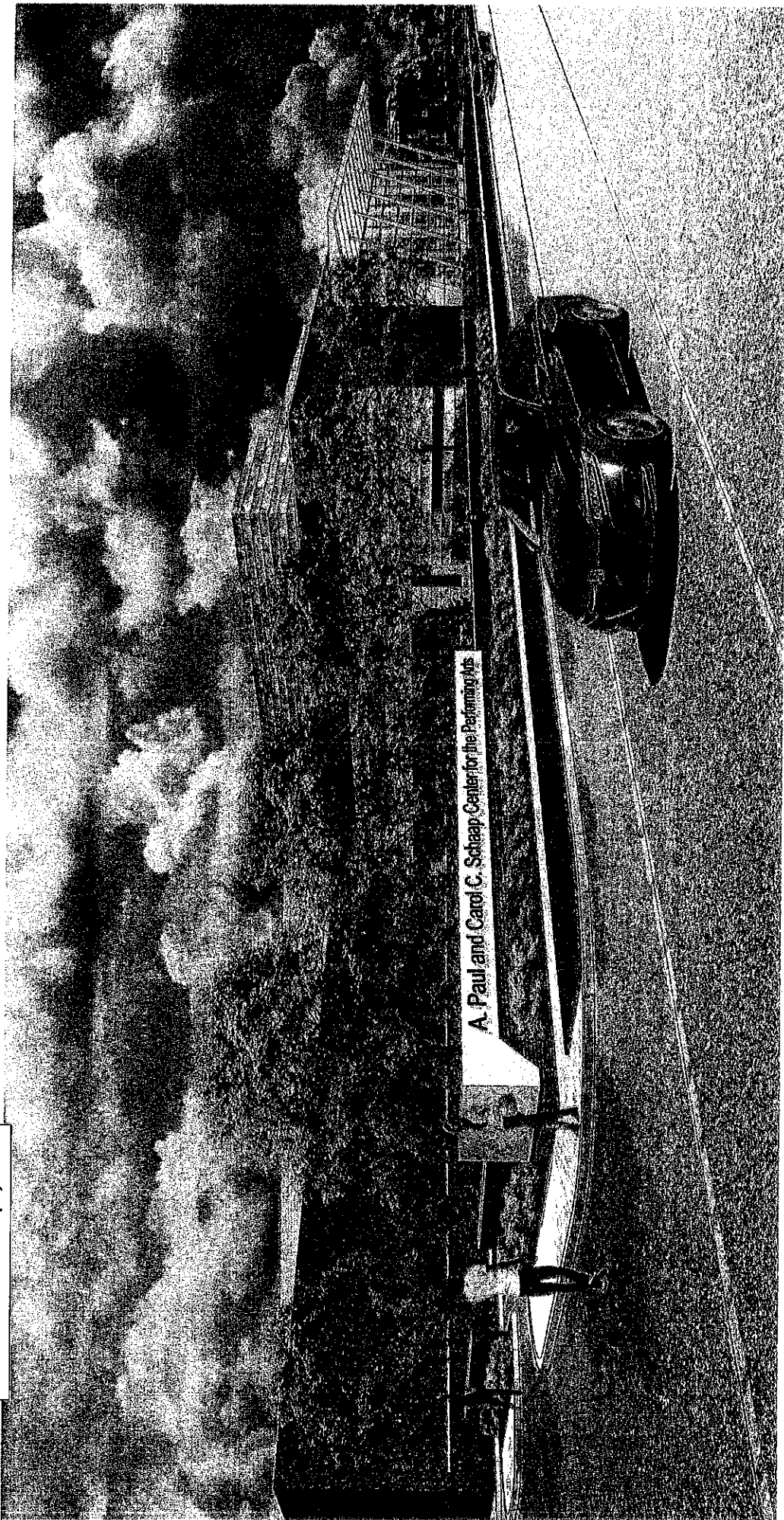


A. Paul and Carol C. Schaap Center for the Performing Arts
and the Richard and Jane Manoogian Art Gallery

Overall Site Plan

Landry | Cekauskas

Exhibit C (2)

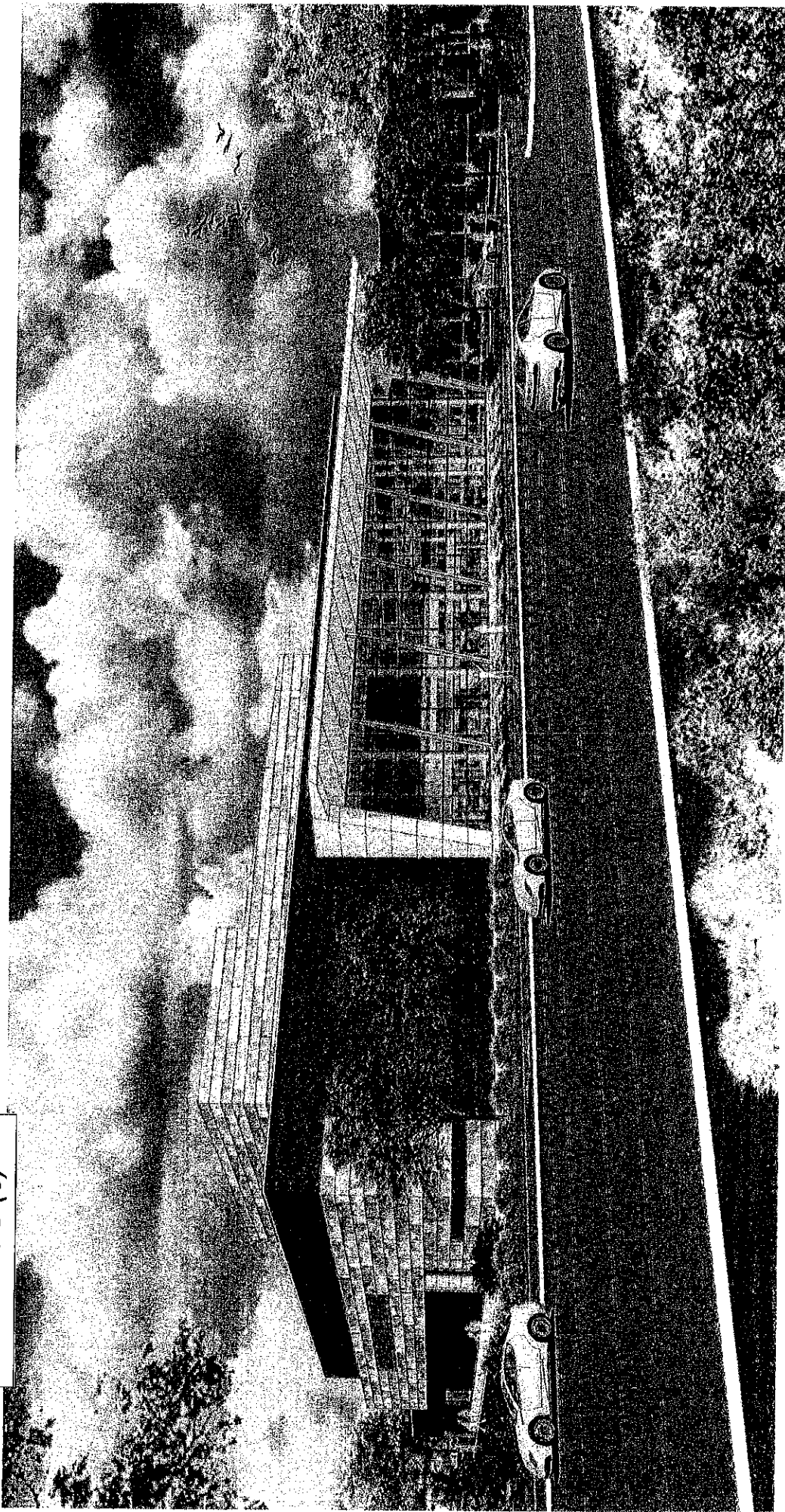


A. Paul and Carol C. Schaap Center for the Performing Arts
and the Richard and Jane Manoglian Art Gallery

View of Building at Jefferson / Alter Intersection

Landry | Celaskas

Exhibit C (3)

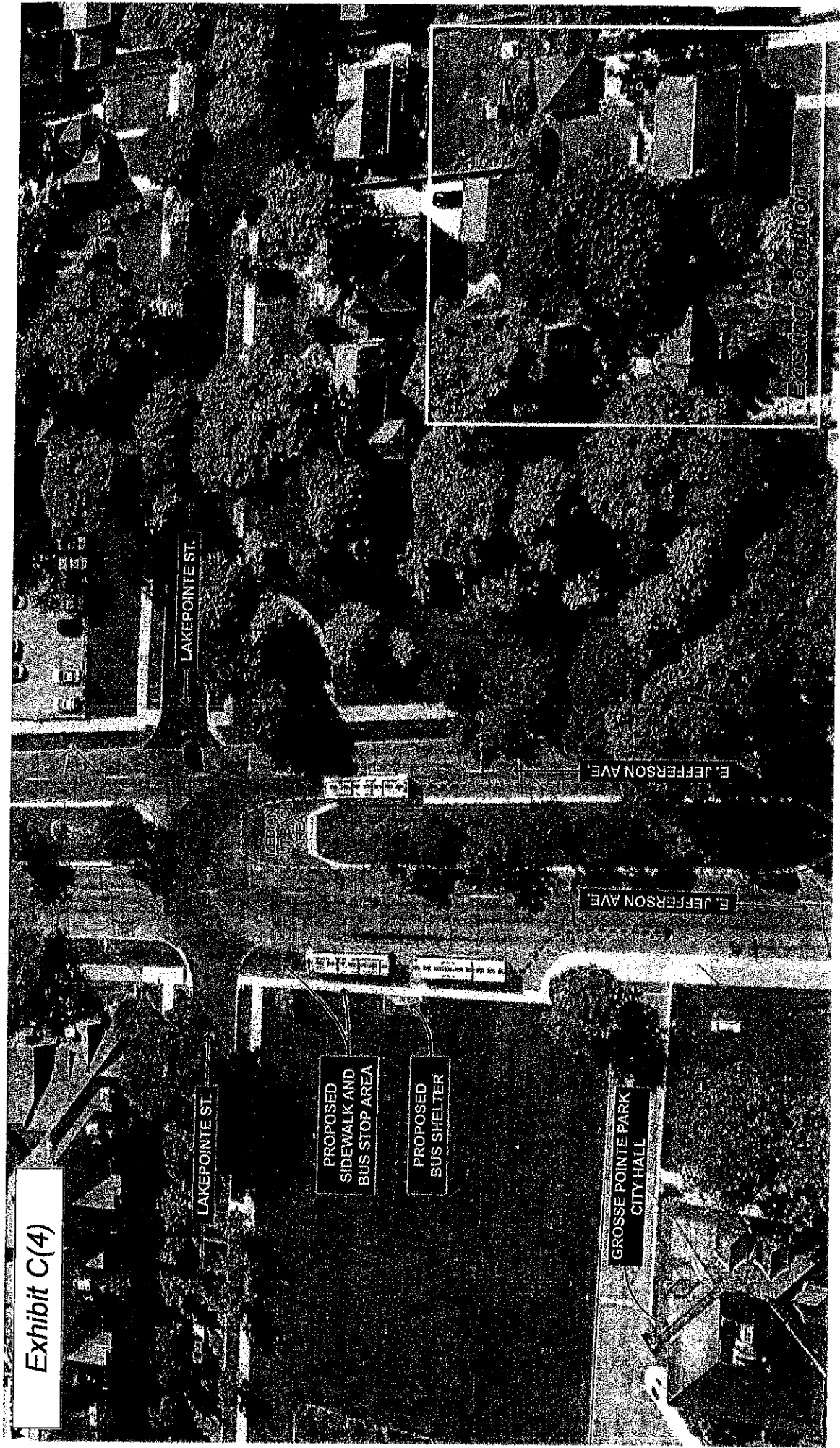


A. Paul and Carol C. Schaap Center for the Performing Arts
and the Richard and Jane Manoogian Art Gallery

View of Building Along Jefferson

Landry | Cekauskas

Exhibit C(4)



A. Paul and Carol C. Schiaap Center for the Performing Arts
and the Richard and Jane Manoogian Art Gallery

Proposed Sidewalk and Bus Parking Area

EXHIBIT D

QUIT CLAIM DEED

Subject to the following paragraph, the City of Detroit, a Michigan public body corporate, whose address is 2 Woodward Avenue, Suite 802, Detroit, Michigan 48226 ("Grantor"), quit claims to _____, a Michigan _____ ("Grantee"), whose address is _____, the premises located in the City of Detroit, Wayne County, Michigan, described as:

In attached Exhibit "A"

(the "Property"), for the sum of **Three Hundred Thousand and 00/100 Dollars (\$300,000.00)**, subject to and reserving to the City of Detroit its rights under public easements and rights of way, easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 as amended (if any), and restrictions of record.

The following language is included pursuant to MCL Sections 560.109(3) and 560.109(4), added by 1996 PA 591, and applies only if the Property is not platted: "The Grantor grants to the Grantee the right to make all divisions under Section 108 of the land division act, Act No. 288 of the Public Acts of 1967, as amended. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

This deed is dated as of _____, 20____.

Witnesses:

CITY OF DETROIT,
A Michigan public body corporate

PRINT NAME

By: _____

Print: _____

PRINT NAME

Its: _____

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on _____,
20__ by _____, the _____ of the
City of Detroit, a Michigan public body corporate, on behalf of the City.

_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in the County of _____

Pursuant to § 18-5-4 of the Detroit City
Code, I hereby certify that proper and fair
consideration has been received by the City
pursuant to this instrument.

Approved by City Council on June 13, 2017

Approved by the Mayor on June 19, 2017

Finance Director

Approved by Corporation Counsel pursuant
to § 7.5-206 of the 2012 Charter of the City
of Detroit.

Corporation Counsel

This instrument drafted by:
City of Detroit Law Department
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226

When recorded return to:

Exempt from transfer tax pursuant to MCL § 207.505(h)(i) and MCL § 207.526(h)(i).

19 AUG-12 PM 1:26

Bernard J. Youngblood
Wayne County Register of Deeds

2019238751 L: 55210 P: 412
08/12/2019 01:26 PM EAS Total Pages: 4



PERMANENT SIDEWALK EASEMENT

THIS PERMANENT EASEMENT, made this 8 day of August, 2019 by and between, **THE CITY OF GROSSE POINTE PARK, A MICHIGAN MUNICIPAL CORPORATION** whose street number and post office address is 15115 East Jefferson Avenue Grosse Pointe Park, Michigan 48230 (hereinafter referred to as the "Grantor"), and the **COUNTY OF WAYNE**, a public body corporate and Michigan charter county, with offices at 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor owns certain real property located in the City of Grosse Pointe Park, Michigan, being more particularly described as:

LOTS A, B, C, THE SOUTHERLY 200 FEET OF LOT D, ALSO LOT 1 AND LOT D EXCEPT THE SOUTHERLY 200 FEET, BERN'S JEFFERSON AVENUE SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 26 OF PLATS. PAGE 22, WAYNE COUNTY RECORDS.

COMMONLY KNOWN AS: 15175 EAST JEFFERSON, TAX PARCEL: 39-008-03-0113-301

(hereinafter referred to as the "Grantor's Property"); and

WHEREAS, the Grantee desires to obtain a permanent easement to excavate a foundation for a public sidewalk, to construct by paving or otherwise, the sidewalk in the easement area: and to remove trees, brush, undergrowth and other obstructions which may interfere with the location, construction, maintenance or repair of such sidewalk. The easement granted herein shall be for the purpose of public use as a sidewalk and shall include the right of Grantee, its agents and employees to install construct, operate, maintain, repair, replace, reinstall, inspect, and keep in working order a sidewalk which may run over and across the above described easement and right-of-way, referred to as the "Sidewalk Easement."

WHEREAS, the Grantor is willing to grant to the Grantee a permanent easement for the Grantee to construct, install, operate, and maintain a public sidewalk in, on, along, over, under, across and through a portion of Grantor's Property.

WHEREAS, Grantee covenants and agrees that as consideration for the Sidewalk Easement, Grantee shall be obligated to restore the areas adjoining the easement to their former condition, insofar as is reasonably possible, following construction, reconstruction, repair, replacement, maintenance, or other changes caused by Grantee. Restoration shall be defined as filling and grading to ground level such disturbed areas adjoining the easement, and seeding them with grass, or resurfacing them to their former condition.

WHEREAS, Grantor agrees that Grantor will not construct a building, structure or improvement, nor will Grantor plant any trees or shrubbery on the Sidewalk Easement without first obtaining the written consent of Grantee. Grantor releases any and all claims to damage arising from or incidental to the exercise of any of the rights and powers granted to Grantee, except as expressly set forth herein.

PERMANENT SIDEWALK EASEMENT continued

Grantor: **CITY OF GROSSE POINTE PARK**

Grantee: **COUNTY OF WAYNE**

NOW, THEREFORE, that the Grantor, for \$1.00 and other good and valuable consideration, and in consideration of the use and benefit of a permanent easement for public purposes by the Grantee in, on, along, over, under, across and through a portion of the Grantor's Property burdened by the grant of a permanent easement, grants to the Grantee, its successors and assigns, a permanent easement for the construction, installation, operation, maintenance, repair, replacement, and/or removal of a public sidewalk and other related appurtenances (hereinafter referred to as the "Easement"), in, on, along, over, under, across and through Grantor's Property situated in the City of Grosse Pointe Park, County of Wayne, and State of Michigan, and being more particularly described as:

PERMANENT SIDEWALK EASEMENT

SOUTH FOUR (4) FEET OF LOTS B, C, AND D OF BERN'S JEFFERSON AVENUE SUBDIVISION, AS RECORDED IN LIBER 26 OF PLATS, PAGE 22, WAYNE COUNTY RECORDS, WAYNE COUNTY, MICHIGAN. SEE ATTACHED "EXHIBIT A"

(hereinafter referred to as the "Easement Area"),

The forgoing Easement is granted with the following rights and conditions:

Grantor grants to Grantee the right, from time to time, and at no additional cost, to grade, survey, clear, inspect, test, construct, maintain, repair, resurface, reconstruct, excavate, install, fill, pave, replace, operate and alter the sidewalk and other related appurtenances as deemed necessary and appropriate in the Grantee's judgment and sod or seed the Easement Area, and **including** the right of ingress and egress in, on, over, through, under and across the Easement Area and to remove, clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of the Easement Area.

TO HAVE AND TO HOLD the same unto the Grantee, it successors and assigns.

This Permanent Easement is exempt from transfer tax under MCLA 207.505(a) and MCLA 207.526(a).

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PERMANENT EASEMENT continued

Grantor: **CITY OF GROSSE POINTE PARK**

Grantee: **COUNTY OF WAYNE**

IN WITNESS WHEREOF, the Grantor has executed this document as of the date first written above.

Signed and Sealed:

Nick Sizeland /s/
Nick Sizeland
Interim City Manager – City of Grosse Pointe Park

STATE OF MICHIGAN)

COUNTY OF Wayne)

On this 3rd day of August, 2019 before me personally appeared and is known to me or satisfactorily proven to be Nick Sizeland and acknowledged himself to be the Interim City Manager of the City Of Grosse Pointe Park, and on behalf of the said that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My commission expires: 12/15/2024
Notary Public Macomb County, Michigan
Acting in the County of Wayne

Holly A. Piche /s/
HOLLY A. PICHE
Notary Public, State of Michigan
County of Macomb
My Commission Expires Dec. 15, 2024
Acting in the County of Wayne

Plan Review: R19-323

Tax Identification Number: (part of) 39-008-03-0113-301

Address: (part of) 15175 East Jefferson, Grosse Pointe Park Michigan 48230

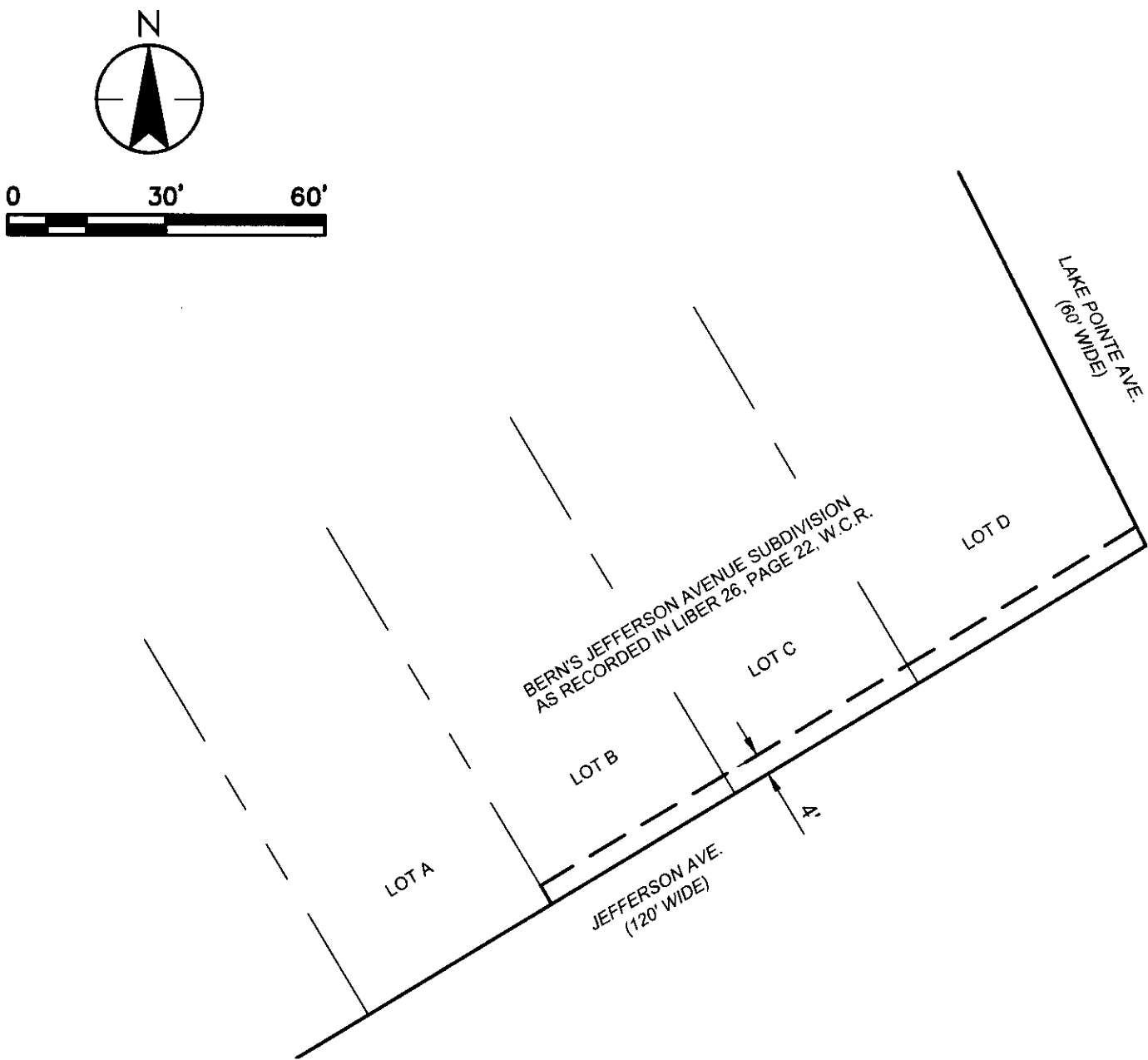
Instrument drafted on July 30, 2019, without opinion of title by and when recorded return to: Paul A. Zook, Wayne County
DPS, Real Estate, 400 Monroe Street – Suite 300, Detroit, MI 48226

2019238751

Page 4 of 4

SIDEWALK EASEMENT SKETCH

EXHIBIT "A"



EASEMENT FOR SIDEWALK DEDICATION, LOCATED IN THE CITY OF GROSSE POINTE PARK, WAYNE COUNTY, MI

PARCEL DESCRIPTION (PER TAX RECORDS):

Lots A, B, C, the southerly 200 feet of Lot D, also Lot 1 and Lot D except the southerly 200 feet, Bern's Jefferson Avenue Subdivision, according to the recorded plat thereof, as recorded in Liber 26 of Plats, Page 22, Wayne County Records.

EASEMENT AREA:

South 4 feet of Lots B, C & D of Bern's Jefferson Avenue Subdivision, as recorded in Liber 26 of plats, Page 22, Wayne County Records, Wayne County, Michigan.

NOTE:
A BOUNDARY SURVEY WAS NOT PERFORMED IN PREPARATION OF THIS EASEMENT SKETCH.

JULY, 2019
2075013716



Stantec

3754 Ranchero Dr.
Ann Arbor, MI 48108
www.stantec.com
Phone: 734.761.1010
Fax: 734.761.1200

Client/Project

CITY OF GROSSE POINTE PARK
JEFFERSON AVE BUS LOOP IMPROVEMENT

Figure No.

1 of 1

Title

SIDEWALK EASEMENT

PURCHASE AGREEMENT

The Urban Renewal Initiative Foundation, a Michigan non-profit corporation with offices at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan, 48067, (URIF), and the City of Grosse Pointe Park, a Michigan municipal corporation with offices at 15115 Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, (GPP), (URIF and GPP each may be referred to herein as a "Party" or collectively as the "Parties" as applicable) enter into this agreement for the transfer of the property legally described as:

Land situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

Lot 288 and the South 20 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No. 061990-2
Commonly known as: 1038 Ashland

and

Lot 290 thru Lot 292 and the North 10 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No. 061993-9
Commonly known as: 1050 Ashland

and

Lots 279, 280, and 281, Fox Creek Subdivision, according to the plat thereof as recorded in Liber 25, Page 73 of Plats, Wayne County Records.

also known as Property Address: 1021, 1029 & 1037 Ashland, Detroit, MI 48215
Parcel ID No. 21-062462, 21-062461, 21-062460

Excepting that portion of the above described property including approximately the North 21 feet of Lot 292, (that portion of Lot 292 north of the building on Lots 288 thru 292) subject to a determination of an appropriate legal description.

also known as Property Address: 1021, 1029 & 1037 Ashland, Detroit, MI 48215
Parcel ID No. 21-062462, 21-062461, 21-062460

on October 29, 2019. The Parties agree on the following conditions:

1. Purchase price. The purchase price for the premises shall be \$366,000 to be paid under the terms of a Land Contract attached hereto.
2. Taxes and assessments. URIF shall pay all special assessments that are assessed on the premises on or before the effective date of this agreement. GPP shall pay all assessments that arise after the effective date of this agreement. The real estate taxes on the premises shall be prorated to the date of the closing

according to due dates, under the assumptions that taxes are paid in advance and that winter and summer taxes are due January 1 and July 1 respectively.

3. Title Insurance. At URIF's expense, URIF shall furnish GPP with an owner's policy of title insurance in the standard American Land Title Association form, with standard exceptions, certified to the date of the closing, in the amount of the purchase price. Within 15 days after the effective date of this Agreement, URIF shall provide GPP with a commitment for the title insurance issued by a title company acceptable to both GPP and URIF (the "Title Company") that shows that URIF has good and marketable title. GPP may raise any objections to the exceptions or encumbrances shown on the commitment within 15 days after GPP receives the commitment by giving written notice to URIF. If GPP raises a title objection, GPP shall not be required to close this transaction unless URIF cures the objection or GPP waives its objection. URIF shall not be required to cure the objection. If URIF elects to cure the objection, URIF shall take action to remove the exception or the encumbrance from the chain of title, in order to remove it from the commitment and the policy. The title insurance policy shall include a tax lien search certified to the date of the closing that shows no tax liens against the premises.
4. Closing. The closing shall be held on or before December 31, 2019. The closing shall be held at a time and a place that the Parties agree on. If the Parties do not agree on a time and a place, the closing shall be held at the offices of the Title Company. URIF shall be responsible for preparing the documents for the closing. At the closing, URIF and GPP shall sign and deliver to the other a Land Contract in the form required under this Agreement and a warranty deed to be held in escrow by the Title Company or such other person as may be agreed to by the Parties. Each Party shall sign a closing statement memorializing the transaction and such other documents as may be required to close the transaction described in this Agreement.
5. Possession. URIF shall deliver possession of the premises to GPP at the closing.
6. Obligations.
 - A. The Parties agree that as expeditiously as possible (but in any event within 90 days) upon written notice by URIF that URIF has sufficient funding to commence development of a non-profit community center for the arts in Grosse Pointe Park on a site located on Jefferson Avenue between Alter Road and Maryland Avenue (the "Schaap Center and Manoogian Gallery"), GPP shall convey to URIF the real property described in Exhibit B hereto on the terms and conditions stated in this Section 6.
 - i. The Parties have reviewed a commitment for title insurance issued by First American Title Company (the "Title Company") dated April 4, 2017, (as to parcels identified as Parcels G, H, I, and J) and agree that title will be transferred in the condition reflected in such commitment.
 - ii. Simultaneously with issuing the notice referenced in Section 6(A) above, URIF shall, at its expense, order a commitment for title insurance from the Title Company for the property described in Exhibit B such that GPP can transfer title to such property free of any claim or interest except those reflected in the title commitment referenced in Section 6(A)(i) above. In the event the Title Commitment ordered under this Section does not meet the requirements of this Section, GPP shall take all necessary steps to resolve any issues and have issued a revised

title commitment that does comply with this Section within 45 days of issuance of the title commitment ordered under this Section 6(A)(ii).

iii. The conveyance of such property to URIF will occur at a Closing. The Closing shall take place at the offices of the Title Company at a time mutually agreeable to the Parties.

iv. At the Closing, URIF shall:

a. pay the closing costs charged by the Title Company and the premium on a policy of title insurance insuring URIF's interest in such property, and

b. execute such other documents and take such other actions as are customary and reasonable to close the transaction.

v. At the Closing, GPP shall:

a. execute a warranty deed in a form reasonably satisfactory to URIF and the Title Company conveying GPP's interest in such property to URIF; and

b. execute such other documents and take such other actions as are reasonable and customary to close the transaction and to cause the Title Company to issue a policy of title insurance in conformity with the title commitment in the form approved by URIF.

B. To induce URIF, or its successor or assign, to construct and operate the Schaap Center and Manoogian Gallery and in exchange for the mutual promises and covenants contained in this agreement, GPP agrees to perform the following activities during construction and during operation of the Schaap Center and Manoogian Gallery:

i. Ancillary police services (traffic and security event support).

ii. Snow removal, ice protection (salt), landscape, and grounds maintenance of a kind and quality as performed for the GPP city hall and the Grosse Pointe Public Library, Ewald Branch.

iii. Suitable office for venue manager in GPP city hall.

iv. As needed, all appropriate actions to complete the vacation of Wayburn Avenue between Jefferson Avenue and Hampton Avenue.

C. In furtherance of the construction and operation of the Schaap Center and Manoogian Gallery, URIF, or its successor or assign, agrees to perform the following activities:

i. URIF will construct the structure/building that will be the Schaap Center and Manoogian Gallery.

ii. URIF will operate the Schaap Center and Manoogian Gallery.

7. Successors and assigns. This agreement shall bind and benefit the parties and their successors, heirs, assigns, executors, administrators, and personal representatives. The Parties agree URIF may assign

its rights under this agreement to a separate tax-exempt non-profit entity provided such entity agrees to assume the obligations of URIF, in which case the Parties agree that URIF shall be released of its obligations under this agreement and the non-profit assignee shall be treated as a Party to this agreement for all purposes.

8. Time is the essence. Time is the essence in the performance of this agreement.
9. Amendment. This agreement may not be amended except in writing by the person against whom enforcement of any waiver, change, or discharge is sought.
10. Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this agreement by either party will be given in writing, signed by an authorized representative of the party, and hand-delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to URIF: Urban Renewal Initiative Foundation
President
Attention: A. Paul Schaap
26622 Woodward Avenue
Suite 225
Royal Oak, MI 48067
Email: inquiry@fildewhinks.com

-and-

Stephen J. Pokoj, Esq.
Fildew Hinks, PLLC
26622 Woodward Avenue, Suite 225
Royal Oak, MI 48067
Email: spokoj@fildewhinks.com

If to GPP: City of Grosse Pointe Park
City Manager
Attention: Nick Sizeland
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230
Email: sizelandn@grossepointepark.org

-and-

City of Grosse Pointe Park
City Attorney
Attention: Dennis J. Levasseur
6th Floor at Ford Field
1901 Saint Antoine Street
Detroit, Michigan 48226
Email: dlevasseur@bodmanlaw.com

11. Termination. The parties' obligations under this agreement with respect to the property subject to the Land Contract shall terminate upon the closing described in Section 4 of this agreement. The remaining obligations of this agreement shall continue until the parties' obligations are fulfilled or waived.
12. Entire agreement. This agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this agreement.

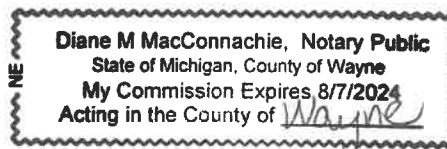
URBAN RENEWAL INITIATIVE FOUNDATION,
a Michigan non-profit corporation

By: A. Paul Schaap
Print: A. PAUL SCHAAP
Its: PRESIDENT

STATE OF MICHIGAN)
)ss.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me on October 29, 2019 by A. Paul Schaap, the President of the Urban Renewal Initiative Foundation, a Michigan non-profit corporation, on behalf of the corporation.

Diane M MacConnachie
Print: _____
Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of _____



CITY OF GROSSE POINTE PARK,
a Michigan municipal corporation

By: Robert W. Denner

Print: ROBERT W. DENNER

Its: MAYOR

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on October 29, 2019 by
Robert W. Denner, the _____ of the City of Grosse
Pointe Park, a Michigan public body corporate, on behalf of the City.

Diane M MacConnachie

Print:

Notary Public, Wayne County, Michigan

My commission expires: _____

Acting in the County of Wayne

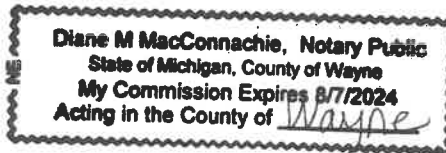


EXHIBIT A

Attached Land Contract

EXHIBIT B

(ADDRESS #1005 WAYBURN)

LOT 202 TURNBULL AND EPSTEAN'S JEFFERSON AVE SUB PC 570 L26 P98 WCR;

(ADDRESS #14927 JEFFERSON)

LOT 201 TURNBULL AND EPSTEAN'S JEFFERSON AVE SUB PC 570 L26 P98 WCR;

(ADDRESS #14917 JEFFERSON)

E. 47.21 FT OF S. 90 FT OF THAT PT OF LOT 1 LYG N. OF & ADJ JEFFERSON AVE, ALTERS
PLAT L7 P85 WCR;

(ADDRESS #14901 JEFFERSON)

W. 77.75 FT OF S. 90 FT OF THAT PT OF LOT 1 LYG N. OF & ADJ JEFFERSON AVE, ALTERS
PLAT L7 P85 WCR.

LAND CONTRACT

Urban Renewal Initiative Foundation, a Michigan non profit corporation with offices at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan, 48067, the seller, and the City of Grosse Pointe Park, a Michigan municipal corporation with offices at 15115 Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, the purchaser, enter into this contract on _____, subject to the following conditions:

1. Description of the premises. The seller will sell the real estate described in Exhibit A, with all improvements, appurtenances, tenements, and hereditaments, to the purchaser, subject to easements, restrictions of record, zoning laws, and ordinances affecting the premises.
2. Personal property. The seller will also sell to the purchaser all the personal property shown in Exhibit B.
3. Price and conditions.
 - a. The purchaser will purchase the premises and the personal property from the seller for \$366,000.00. The purchaser has given the seller a \$0.00 down payment. The purchaser will pay to the seller the balance of \$366,000.00 and interest on principal from time to time unpaid at the rate of four and one half percent (4.5%) per annum compounded annually, in the following manner: payments shall be made on the first day of each month in the amount of \$2,297.56, with the first payment to be made on _____.
 - b. On _____, 2038, the entire unpaid principal and accrued interest and all other amounts owing under this contract will be due and payable. Nothing in this contract shall prevent purchaser from paying any balance due under this contract prior to _____, 2038 and there shall be no prepayment penalty.
 - c. Any payment of principal and interest not paid when due shall be assessed a one-time late charge of 5 percent of the total payment due and owing at that time. The late charge shall be a separate amount owed under this contract and shall be due and payable immediately on the occurrence of the default. All payments shall be made at the seller's offices, as stated above, or wherever the seller directs.
4. Possession. The purchaser shall receive possession of the premises at the closing of this contract and may retain possession only as long as the purchaser does not default on the conditions of this contract.
5. Intentionally Omitted.
6. Development or changes of the premises. At all times, the purchaser shall occupy the premises and shall maintain the premises in the same condition they are in when the purchaser receives possession, reasonable wear and tear excepted. The purchaser shall not commit waste or remove, change, or demolish any buildings or other improvements on the premises without written consent from the seller; neither shall the purchaser allow anyone else to do these things.

7. Taxes and utilities. The purchaser shall pay all property taxes and special assessments on the premises or the personal property that become due and payable during the term of this contract before they become subject to penalties and the purchaser shall pay all utilities servicing the premises including without limitation water, gas, and electricity. The purchaser shall produce written evidence of the payment of the foregoing to the seller within 20 days of any request for same.

8. Insurance. The purchaser shall obtain and keep in force fire and extended coverage insurance in the name of the seller for the premises and the personal property. The insurance policies shall include loss payable clauses or other endorsements making the proceeds payable to the seller and the purchaser according to their interests. The insurers, endorsements, and amounts of endorsements shall be satisfactory to the seller. The policies shall be in an amount not less than the replacement cost of the improvements on the premises and the personal property. The purchaser shall give the seller copies of the insurance policies and proof of payment of the premiums within 20 days after the purchaser receives the policy or pays the premium. Each insurance policy shall provide that such policy cannot be terminated without 30 days notice to the seller, that no act of a co-insured shall defeat the right of an insured to collect for any insured loss, and that the insurance company waives all right of recovery by subrogation against either party in connection with any damage or injury covered by the policy.

9. Disposition of insurance proceeds.

a. In the event of loss, the purchaser shall promptly notify the insurance carrier and the seller. The seller may give the insurance carrier proof of loss if the purchaser does not promptly do so.

b. Unless the seller and the purchaser otherwise agree in writing, the insurance proceeds shall be paid to the parties jointly and shall be applied to the restoration or repair of the damaged premises and personal property, if the restoration or repair can be completed for the amount of the insurance proceeds. If the restoration or repair cannot be completed for the amount of the insurance proceeds or if the value of the repaired property will not exceed the amount of the insurance proceeds, the insurance proceeds shall be applied to the principal, accrued interest, and all other amounts owed under this contract, whether or not these amounts are due yet, with any excess paid to the purchaser. If the purchaser abandons the premises or does not answer a notice from the seller within 30 days that the insurance carrier has offered to settle the claim, the seller may collect the insurance proceeds. The seller may use the proceeds to repair or restore the premises or to apply against the principal, accrued interest, and all other amounts owed under this contract, whether or not these amounts are due yet. The 30-day period begins when the notice is mailed.

c. Unless the seller and the purchaser otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of any monthly payments referred to in provision 3 or change the amount of any payment.

10. Tax, utility, or insurance default. If the purchaser fails to pay any taxes, utilities, or insurance premiums when they are due or to obtain, maintain, or deliver insurance policies, the seller may (1) pay the taxes, assessments, utilities, or insurance premiums and add them to the unpaid principal balance under the contract; (2) pay the taxes, assessments, utilities, or insurance premiums and treat the purchaser's failure to pay them as a default under this contract; or (3) not pay the taxes, assessments, utilities, or insurance premiums and treat the purchaser's failure to pay them as a default.

11. Additional security. In addition to the premises described in this contract, the purchaser's obligations are secured by a security interest in favor of the seller in the personal property described in exhibit B. If the purchaser fails to perform any obligations under this contract, or the other documents signed in conjunction with this contract pursuant to the purchase agreement between the parties for the sale of the premises, the seller, in addition to all other remedies set forth in this contract, may give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for 15 days after service of the notice, that seller may, without further notice to the purchaser, take any action to recover the personal property authorized by Michigan's Uniform Commercial Code. If the seller demands, the purchaser shall assemble the personal property and make it available to the seller at a place designated by the seller. The seller may enforce its rights against the personal property either concurrent with or independent of the enforcement of the seller's rights against the premises. Whenever the seller requests, the purchaser must execute financing statements in a form satisfactory to the seller to enable the seller to perfect its interest in the personal property.

12. Enforcement of defaults. If the purchaser fails to perform any obligations under this contract or violates the other documents signed in conjunction with this contract, the seller, in addition to any other rights the seller may have, may take either of the following actions:

a. The seller may give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for 15 days after service of the notice, the seller will, without further notice, declare the entire balance due and payable and proceed to foreclose on the contract or obtain a money judgment against the purchaser under common law or Michigan law.

b. The seller may decide not to declare the entire balance due and payable, and proceed under Michigan law, including the seller's right to declare a forfeiture as a consequence of the nonpayment of any money required to be paid under this contract or any other breach of this contract. If the seller elects to proceed under this subparagraph, the seller shall give the purchaser a written notice of forfeiture specifying the default and shall give the purchaser 15 days after service of the notice of forfeiture to cure the default.

In addition to these remedies, if the seller invokes any of the seller's remedies to enforce this contract after a default by the purchaser, the seller may demand payment from the purchaser for all expenses, including without limitation title searches, appraisals, brokerage fee, and the

seller's attorney fees, in connection with the seller's enforcement of the seller's rights under this contract.

13. Assignment of leases and rent. As additional security for the performance of the purchaser's obligations under this contract, the purchaser assigns and conveys to the seller all the purchaser's rights, title, and interests in all existing and subsequent leases and occupancy agreements affecting the premises and all rent and issues currently and in the future derived from any part of the premises. This assignment shall constitute an absolute and present assignment of the leases and rent and any other benefits derived from the premises. However, the seller gives the purchaser permission to collect and use the rent and other benefits from the premises as long as no default exists under this contract.

If the purchaser fails to perform any obligations under this contract or the other documents signed in conjunction with this contract pursuant to the purchase agreement between the parties for the sale of the premises, the seller, in addition to all other remedies stated in this contract, shall give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for 15 days after service of the notice, the seller may, without further notice to the purchaser, with or without any action or proceeding and with or without a receiver appointed by a court, take possession of the premises and operate the premises for as long as the seller deems proper to cure the default. Whether or not the seller takes possession of the premises in the seller's name, the seller may sue for or otherwise collect all rent and apply the rent against all expenses for enforcing the seller's remedies, including the seller's attorney fees, and against the principal, interest, and all other amounts then due under this contract.

The rights and remedies of the seller under this assignment are cumulative and are in addition to any other rights and remedies that the seller may have under this contract or any other agreement between the seller and the purchaser or any rights the seller may have by law. This assignment shall function as a statutory assignment of rent and leases under MCLA 554.211 et seq., MSA 26.1131 et seq. and MCLA 554.231 et seq., MSA 26.1137(1). All the rights and remedies provided for in those statutes shall be available to the parties under this assignment.

The seller shall not be liable for any loss sustained by the purchaser as a result of the seller taking possession of the premises after a default or as a result of any other act or omission of the seller in managing the premises after a default unless the loss is caused by the willful misconduct or bad faith of the seller. The seller shall not be bound by any obligations, duties, or liabilities under the leases, even if the seller elects to collect the rent under this assignment after a default by the purchaser.

14. Intentionally Omitted.

15. The purchaser's acceptance of title and the premises. The purchaser shall accept as merchantable the title to the premises and the personal property and accept the premises and the personal property as they are disclosed at the closing. The seller has made no warranties or representations with regard to the premises or the personal property. The purchaser has made its own independent investigation of the title to the premises and the personal property and has

investigated the surface and the subsurface of the premises, including any desired with respect to environmental issues that might arise from pollution of the soil or groundwater, to its satisfaction and releases the seller from any claims by the purchaser, environmental or others, with regard to the condition of the premises. In addition, if any lien encumbrances filed against the seller's interest are not satisfied by the date required for the final payment under this contract, the purchaser may pay the liens and offset the amount of all the purchaser's costs to discharge the liens against the final payment. However, if the seller is contesting the lien at that time, the purchaser must deposit the offset amount in an interest-bearing joint account in the names of the purchaser and the seller. The amount deposited and accrued interest shall be paid to the seller when the seller discharges the liens or returned to the purchaser when the liens become enforceable pursuant to a court action.

16. Conveyance. On full payment of the principal and interest under this contract within the time and in the manner required by this contract (including any early payment) and of all other sums chargeable against the purchaser under this contract and on full performance of the purchaser's obligations under this contract, the seller shall convey the premises and the personal property to the purchaser by a bill of sale and a warranty deed, subject to easements, rights-of-way, building-and-use restrictions, and encumbrances and restrictions of record in effect before the date of this contract and free from all other encumbrances except any the purchaser has assumed and any that arise through the acts or omissions of the purchaser or others holding interests through the purchaser. The seller shall pay all transfer taxes due at the time of delivery of the deed. The purchaser shall pay the recording fees and prepare and file all recording and transfer affidavits.

17. Service of notices. All notices or demands shall be sufficient when served as follows:

a. by personal service on the party or on a member of the party's family or an employee of suitable age and discretion with a request that the notice or demand be personally delivered to the party.

b. by depositing the notice or demand in the U.S. mail with first-class postage fully prepaid, addressed to the party at the party's last known address.

18. Time is the essence. Time is the essence of this contract.

19. Binding effect. This contract shall bind the heirs, assigns, and successors of the parties.

20. Whole agreement. This contract constitutes the entire agreement between the parties and supersedes any other agreements between the parties relating to the transaction contemplated in this contract. None of the prior or contemporaneous negotiations, preliminary drafts, or versions of the contract not stated in this contract shall be used to construe or affect the validity of this contract. Each party acknowledges that neither party has agreed to or relied on any representations, inducements, or conditions not stated in this contract.

21. Governing law. This contract shall be governed by and interpreted under Michigan law. If any provision of this contract conflicts with any Michigan law or is otherwise unenforceable, that provision shall be severable from the rest of the contract or enforceable to the maximum extent permitted by law and shall not invalidate any other provision of this contract. Venue for any action under this contract lies in Wayne County, Michigan.

22. Amendments. This contract may be amended only by a written document signed by each of the parties.

23. Effective date. The parties have signed this contract in duplicate, and it is effective on the date written above.

Seller:

Urban Renewal Initiative Foundation

By: _____

Its: _____

Purchaser:

City of Grosse Pointe Park

By: _____

Its: _____

EXHIBIT A

Land situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

Lot 288 and the South 20 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No. 061990-2
Commonly known as: 1038 Ashland

and

Lot 290 thru Lot 292 and the North 10 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No. 061993-9
Commonly known as: 1050 Ashland

and

Lots 279, 280, and 281, Fox Creek Subdivision, according to the plat thereof as recorded in Liber 25, Page 73 of Plats, Wayne County Records.

also known as Property Address: 1021, 1029 & 1037 Ashland, Detroit, MI 48215
Parcel ID No. 21-062462, 21-062461, 21-062460

Excepting that portion of the above described property including approximately the North 21 feet of Lot 292, (that portion of Lot 292 north of the building on Lots 288 thru 292) subject to a determination of an appropriate legal description.

EXHIBIT B

None.

COUNCIL MEETING – OCTOBER 28, 2019
7:00 PM

A regular meeting of the Council for the City of Grosse Pointe Park was held on Monday, October 28, 2019, and opened with the Pledge of Allegiance to the Flag.

The following were present: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

Also, present: Nick Sizeland, City Manager, Jane M. Blahut, Finance Director/Clerk, and Dennis J. Levasseur, City Attorney

MOMENT OF SILENCE
HONORING THE CHILDREN WHO LOST
THEIR LIVES IN A FIRE AND THE
GROSSE POINTE SOUTH STUDENT WHO
LOST HIS LIFE IN A TRAFFIC ACCIDENT

Mayor Denner requested all those present take a moment to honor the children who lost their lives.

Mayor Denner thanked those present for their participation.

MINUTES – SEPTEMBER 23, 2019

Mayor Denner presented to Council for consideration the minutes of September 23, 2019, for approval.

Motion by Councilmember Robson, supported by Councilmember Clark, to approve the minutes of September 23, 2019, as presented.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

REAL ESTATE ACQUISITION

Mayor Denner presented to Council for consideration the acquisition of real estate, commonly known as Joe's Garage.

City Attorney Levasseur stated negotiations have been ongoing for several years and the Urban Renewal Foundation has agreed to sell Joe's Garage, also known as 1038-1050 Ashland, Detroit, Michigan, it to the City of Grosse Pointe Park for the same price paid in the amount of \$3606,000. City Attorney Levasseur also noted that the draft agreements were sent to all Councilmembers on Thursday before the meeting.

Mayor Denner requested that he abstain from voting because he is also a member of the Urban Renewal Foundation Board.

Motion by Councilmember Clark, supported by Councilmember Robson, to approve of Mayor Denner abstaining from voting on the real estate acquisition.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

Motion by Councilmember Clark, supported by Councilmember Detwiler, that the Council approve the Purchase Agreement as presented to enable the further development of plans for the Schaap Center and Manoogian Gallery, acknowledging that plans will be presented in detail to the Planning Commission upon their completion, and that the administration will work closely with the City of Detroit on any required permits for the use of the property on Ashland Road to support the Department of Public Works as a garage and indoor storage area.

Councilmember Read stated there is nothing in the details that outlines the project cost. How can the City proceed with this agreement if the cost is not included. She inquired if there is an independent appraisal for Joe's Garage, and if there is an environmental report and if there was an inspection report, what are the property taxes going to be, what will the city of Detroit taxes cost for the employees that will be working there. Also, why wouldn't the Art Center have an office in their own building.

Mayor Denner stated the total cost that will be dedicated to the Art Center is \$25,000 annually. He noted the plan is a conceptual design, therefore, the total costs are not available yet.

Mayor Denner stated the building was originally going to be leased and the thought was it would be better for the City to purchase the building from the beginning.

City Manager Sizeland stated the Detroit income tax is 1.2% and there will be one full time mechanic working there which would cost approximately \$600.00. He noted the property taxes will be approximately \$13,000, noting the current DPW yard is tax exempt.

Councilmember Read inquired if the City is conveying property once the funding is complete.

City Manager Sizeland stated yes there will be property conveyed to the Urban Renewal Initiative Foundation to assist in the overall project and the URIF must notify the City within the timeframe of the agreement.

PURCHASE AGREEMENT

The Urban Renewal Initiative Foundation, a Michigan non-profit corporation with offices at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan, 48067, (URIF), and the City of Grosse Pointe Park, a Michigan municipal corporation with offices at 151 15 Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, (GPP), (URIF and GPP each may be referred to herein as a "Party" or collectively as the "Parties" as applicable) enter into this agreement for the transfer of the property legally described as:

Land situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

Lot 288 and the South 20 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No. 061990-2

Commonly known as: 1038 Ashland and

Lot 290 thru Lot 292 and the North 10 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No. 061993-9

Commonly known as: 1050 Ashland and

Lots 279, 280, and 281, Fox Creek Subdivision, according to the plat thereof as recorded in Liber 25, Page 73 of Plats, Wayne County Records.

also known as Property Address: 1021, 1029 & 1037 Ashland, Detroit, MI 48215 Parcel ID No. 21-062462, 21-062461, 21-062460

Excepting that portion of the above described property including approximately the North 21 feet of Lot 292, (that portion of Lot 292 north of the building on Lots 288 thru 292) subject to a determination of an appropriate legal description.

also known as Property Address: 1021, 1029 & 1037 Ashland, Detroit, MI 48215 Parcel ID No. 21-062462, 21-062461, 21-062460 on October 29,

2019. The Parties agree on the following conditions:

1. Purchase price. The purchase price for the premises shall be \$366,000 to be paid under the terms of a Land Contract attached hereto.
2. Taxes and assessments. URIF shall pay all special assessments that are assessed on the premises on or before the effective date of this agreement. GPP shall pay all assessments that arise after the effective date

of this agreement. The real estate taxes on the premises shall be prorated to the date of the closing according to due dates, under the assumptions that taxes are paid in advance and that winter and summer taxes are due January 1 and July 1 respectively.

3. Title Insurance. At URIF's expense, URIF shall furnish GPP with an owner's policy of title insurance in the standard American Land Title Association form, with standard exceptions, certified to the date of the closing, in the amount of the purchase price. Within 15 days after the effective date of this Agreement, URIF shall provide GPP with a commitment for the title insurance issued by a title company acceptable to both GPP and URIF (the "Title Company") that shows that URIF has good and marketable title. GPP may raise any objections to the exceptions or encumbrances shown on the commitment within 15 days after GPP receives the commitment by giving written notice to URIF. If GPP raises a title objection, GPP shall not be required to close this transaction unless URIF cures the objection or GPP waives its objection. URIF shall not be required to cure the objection. If URIF elects to cure the objection, URIF shall take action to remove the exception or the encumbrance from the chain of title, in order to remove it from the commitment and the policy. The title insurance policy shall include a tax lien search certified to the date of the closing that shows no tax liens against the premises.
4. Closing. The closing shall be held on or before December 31, 2019. The closing shall be held at a time and a place that the Parties agree on. If the Parties do not agree on a time and a place, the closing shall be held at the offices of the Title Company. URIF shall be responsible for preparing the documents for the closing. At the closing, URIF and GPP shall sign and deliver to the other a Land Contract in the form required under this Agreement and a warranty deed to be held in escrow by the Title Company or such other person as may be agreed to by the Parties. Each Party shall sign a closing statement memorializing the transaction and such other documents as may be required to close the transaction described in this Agreement.
5. Possession. URIF shall deliver possession of the premises to GPP at the closing.
6. Obligations.

A. The Parties agree that as expeditiously as possible (but in any event within 90 days) upon written notice by URIF that URIF has sufficient funding to commence development of a non-profit community center for the arts in Grosse Pointe Park on a site located on Jefferson Avenue between Alter Road and Maryland Avenue (the "Schaap Center and Manoogian Gallery"), GPP shall convey to URIF the real property described in Exhibit B hereto on the terms and conditions stated in this Section 6.

- i. The Parties have reviewed a commitment for title insurance issued by First American Title Company (the "Title Company") dated April 4, 2017, (as to parcels identified as Parcels G, H, I, and J) and agree that title will be transferred in the condition reflected in such commitment.
- ii. Simultaneously with issuing the notice referenced in Section 6(A) above, URIF shall, at its expense, order a commitment for title insurance from the Title Company for the property described in Exhibit B such that GPP can transfer title to such property free of any claim or interest except those reflected in the title commitment referenced in Section 6(A)(i) above. In the event the Title Commitment ordered under this Section does not meet

the requirements of this Section, GPP shall take all necessary steps to resolve any issues and have issued a revised title commitment that does comply with this Section within 45 days of issuance of the title commitment ordered under this Section 6(A)(ii).

- iii. The conveyance of such property to URIF will occur at a Closing. The Closing shall take place at the offices of the Title Company at a time mutually agreeable to the Parties.
- iv. At the Closing, URIF shall:
 - a. pay the closing costs charged by the Title Company and the premium on a policy of title insurance insuring URIF's interest in such property, and
 - b. execute such other documents and take such other actions as are customary and reasonable to close the transaction.

v. At the Closing, GPP shall:

- a. execute a warranty deed in a form reasonably satisfactory to URIF and the Title Company conveying GPP's interest in such property to URIF; and
- b. execute such other documents and take such other actions as are reasonable and customary to close the transaction and to cause the Title Company to issue a policy of title insurance in conformity with the title commitment in the form approved by URIF.

B. To induce URIF, or its successor or assign, to construct and operate the Schaap Center and Manoogian Gallery and in exchange for the mutual promises and covenants contained in this agreement, GPP agrees to perform the following activities during construction and during operation of the Schaap Center and Manoogian Gallery:

- i. Ancillary police services (traffic and security event support).
- ii. Snow removal, ice protection (salt), landscape, and grounds maintenance of a kind and quality as performed for the GPP city hall and the Grosse Pointe Public Library, Ewald Branch.
- iii. Suitable office for venue manager in GPP city hall.

IV. As needed, all appropriate actions to complete the vacation of Wayburn Avenue between Jefferson Avenue and Hampton Avenue.

c. In furtherance of the construction and operation of the Schaap Center and Manoogian Gallery, URIF, or its successor or assign, agrees to perform the following activities:

- i. URIF will construct the structure/building that will be the Schaap Center and Manoogian Gallery.

11. URIF will operate the Schaap Center and Manoogian Gallery.

7. Successors and assigns. This agreement shall bind and benefit the parties and their successors, heirs, assigns, executors, administrators, and personal representatives. The Parties agree URIF may assign its rights under this agreement to a separate tax-exempt non-profit entity provided such entity agrees to assume the obligations of URIF, in which case the Parties agree that URIF shall be released of its obligations under this agreement and the non-profit assignee shall be treated as a Party to this agreement for all purposes.
8. Time is the essence. Time is the essence in the performance of this agreement.
9. Amendment. This agreement may not be amended except in writing by the person against whom enforcement of any waiver, change, or discharge is sought.
10. Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this agreement by either party will be given in writing, signed by an authorized representative of the party, and hand-delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to URIF: Urban Renewal Initiative Foundation
President
Attention: A. Paul Schaap
26622 Woodward Avenue
Suite 225
Royal oak, MI 48067
Email: inquiry@fildewhinks.com

-and-

Stephen J. Pokoj, Esq.
Fildew Hinks, PLLC
26622 Woodward Avenue, Suite 225
Royal oak, MI 48067
Email: spokoj@fildewhinks.com

If to GPP: City of Grosse Pointe Park
City Manager
Attention: Nick Sizeland
15115 East Jefferson Avenue
Grosse Pointe Park, MI 48230
Email: sizelandn@grossepointepark.org

-and-

City of Grosse Pointe Park
City Attorney

Attention: Dennis J. Levasseur
6th Floor at Ford Field
1901 Saint Antoine Street
Detroit, Michigan 48226
Email: dlevasseur@bodmanlaw.com

11. Termination. The parties' obligations under this agreement with respect to the property subject to the Land Contract shall terminate upon the closing described in Section 4 of this agreement. The remaining obligations of this agreement shall continue until the parties' obligations are fulfilled or waived.
12. Entire agreement. This agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this agreement.

URBAN RENEWAL INITIATIVE FOUNDATION,
a Michigan non-profit corporation

By: _____

Print: _____

Its: _____

STATE OF MICHIGAN

)ss.

COUNTY OF _____

The foregoing instrument was acknowledged before me on 2019 by _____
_____ the _____ of the Urban Renewal Initiative
Foundation, a Michigan non-profit corporation, on behalf of the corporation.

Print:

Notary Public, _____ County, Michigan My
commission expires: _____

Acting in the County of _____

CITY OF GROSSE POINTE PARK, a
Michigan municipal corporation

By: _____

Print: _____

Its: _____

STATE OF MICHIGAN

)ss.

COUNTY OF WAYNE

The foregoing instrument was acknowledged before me on _____, 2019 by _____, the _____ of the City of Grosse Pointe Park, a Michigan public body corporate, on behalf of the City.

Print:
Notary Public, Wayne County, Michigan My
commission expires: _____
Acting in the County of _____

EXHIBIT A

Attached Land Contract

LAND CONTRACT

Urban Renewal Initiative Foundation, a Michigan non profit corporation with offices at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan, 48067, the seller, and the City of Grosse Pointe Park, a Michigan municipal corporation with offices at 15115 Jefferson Avenue, Grosse Pointe Park, Michigan, 48230, the purchaser, enter into this contract on _____ subject to the following conditions:

1. Description of the premises. The seller will sell the real estate described in Exhibit A, with all improvements, appurtenances, tenements, and hereditaments, to the purchaser, subject to easements, restrictions of record, zoning laws, and ordinances affecting the premises.
2. Personal property. The seller will also sell to the purchaser all the personal property shown in Exhibit B.
3. Price and conditions.
 - a. The purchaser will purchase the premises and the personal property from the seller for \$366,000.00. The purchaser has given the seller a \$0.00 down payment. The purchaser will pay to the seller the balance of \$366,000.00 and interest on principal from time to time unpaid at the rate of four and one half percent (4.5%) per annum compounded annually, in the following manner: payments shall be made on the first day of each month in the amount of \$2,297.56, with the first payment to be made on _____
 - b. On _____, 2038, the entire unpaid principal and accrued interest and all other amounts owing under this contract will be due and payable. Nothing in this contract shall prevent purchaser from paying any balance due under this contract prior to _____, 2038 and there shall be no prepayment penalty.
 - c. Any payment of principal and interest not paid when due shall be assessed a onetime late charge of 5 percent of the total payment due and owing at that time. The late charge shall be a separate amount owed under this contract and shall be due and payable immediately on the occurrence of the default. All payments shall be made at the seller's offices, as stated above, or wherever the seller directs.
4. Possession. The purchaser shall receive possession of the premises at the closing of this contract and may retain possession only as long as the purchaser does not default on the conditions of this contract.
5. Intentionally Omitted.
6. Development or changes of the premises. At all times, the purchaser shall occupy the premises and shall maintain the premises in the same condition they are in when the purchaser

receives possession, reasonable wear and tear excepted. The purchaser shall not commit waste or remove, change, or demolish any buildings or other improvements on the premises without written consent from the seller; neither shall the purchaser allow anyone else to do these things.

7. Taxes and utilities. The purchaser shall pay all property taxes and special assessments on the premises or the personal property that become due and payable during the term of this contract before they become subject to penalties and the purchaser shall pay all utilities servicing the premises including without limitation water, gas, and electricity. The purchaser shall produce written evidence of the payment of the foregoing to the seller within 20 days of any request for same.

8. Insurance. The purchaser shall obtain and keep in force fire and extended coverage insurance in the name of the seller for the premises and the personal property. The insurance policies shall include loss payable clauses or other endorsements making the proceeds payable to the seller and the purchaser according to their interests. The insurers, endorsements, and amounts of endorsements shall be satisfactory to the seller. The policies shall be in an amount not less than the replacement cost of the improvements on the premises and the personal property. The purchaser shall give the seller copies of the insurance policies and proof of payment of the premiums within 20 days after the purchaser receives the policy or pays the premium. Each insurance policy shall provide that such policy cannot be terminated without 30 days notice to the seller, that no act of a co-insured shall defeat the right of an insured to collect for any insured loss, and that the insurance company waives all right of recovery by subrogation against either party in connection with any damage or injury covered by the policy.

9. Disposition of insurance proceeds.

a. In the event of loss, the purchaser shall promptly notify the insurance carrier and the seller. The seller may give the insurance carrier proof of loss if the purchaser does not promptly do so.

b. Unless the seller and the purchaser otherwise agree in writing, the insurance proceeds shall be paid to the parties jointly and shall be applied to the restoration or repair of the damaged premises and personal property, if the restoration or repair can be completed for the amount of the insurance proceeds. If the restoration or repair cannot be completed for the amount of the insurance proceeds or if the value of the repaired property will not exceed the amount of the insurance proceeds, the insurance proceeds shall be applied to the principal, accrued interest, and all other amounts owed under this contract, whether or not these amounts are due yet, with any excess paid to the purchaser. If the purchaser abandons the premises or does not answer a notice from the seller within 30 days that the insurance carrier has offered to settle the claim, the seller may collect the insurance proceeds. The seller may use the proceeds to repair or restore the premises or to apply against the principal, accrued interest, and all other amounts owed under this

contract, whether or not these amounts are due yet. The 30-day period begins when the notice is mailed.

C. Unless the seller and the purchaser otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of any monthly payments referred to in provision 3 or change the amount of any payment.

10. Tax, utility, or insurance default. If the purchaser fails to pay any taxes, utilities, or insurance premiums when they are due or to obtain, maintain, or deliver insurance policies, the seller may (1) pay the taxes, assessments, utilities, or insurance premiums and add them to the unpaid principal balance under the contract; (2) pay the taxes, assessments, utilities, or insurance premiums and treat the purchaser's failure to pay them as a default under this contract; or (3) not pay the taxes, assessments, utilities, or insurance premiums and treat the purchaser's failure to pay them as a default.

11. Additional security. In addition to the premises described in this contract, the purchaser's obligations are secured by a security interest in favor of the seller in the personal property described in exhibit B. If the purchaser fails to perform any obligations under this contract, or the other documents signed in conjunction with this contract pursuant to the purchase agreement between the parties for the sale of the premises, the seller, in addition to all other remedies set forth in this contract, may give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for 15 days after service of the notice, that seller may, without further notice to the purchaser, take any action to recover the personal property authorized by Michigan's Uniform Commercial Code. If the seller demands, the purchaser shall assemble the personal property and make it available to the seller at a place designated by the seller. The seller may enforce its rights against the personal property either concurrent with or independent of the enforcement of the seller's rights against the premises. Whenever the seller requests, the purchaser must execute financing statements in a form satisfactory to the seller to enable the seller to perfect its interest in the personal property.

12. Enforcement of defaults. If the purchaser fails to perform any obligations under this contract or violates the other documents signed in conjunction with this contract, the seller, in addition to any other rights the seller may have, may take either of the following actions:

a. The seller may give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for 15 days after service of the notice, the seller will, without further notice, declare the entire balance due and payable and proceed to foreclose on the contract or obtain a money judgment against the purchaser under common law or Michigan law.

b. The seller may decide not to declare the entire balance due and payable, and proceed under Michigan law, including the seller's right to declare a forfeiture as a consequence of the nonpayment of any money required to be paid under this contract or any other breach of this contract. If the seller elects to proceed under this subparagraph, the seller shall give the purchaser a written notice of forfeiture specifying the default and shall give the purchaser 15 days after service of the notice of forfeiture to cure the default.

[Type here]

In addition to these remedies, if the seller invokes any of the seller's remedies to enforce this contract after a default by the purchaser, the seller may demand payment from the purchaser for all expenses, including without limitation title searches, appraisals, brokerage fee, and the seller's attorney fees, in connection with the seller's enforcement of the seller's rights under this contract.

13. Assignment of leases and rent. As additional security for the performance of the purchaser's obligations under this contract, the purchaser assigns and conveys to the seller all the purchaser's rights, title, and interests in all existing and subsequent leases and occupancy agreements affecting the premises and all rent and issues currently and in the future derived from any part of the premises. This assignment shall constitute an absolute and present assignment of the leases and rent and any other benefits derived from the premises. However, the seller gives the purchaser permission to collect and use the rent and other benefits from the premises as long as no default exists under this contract.

If the purchaser fails to perform any obligations under this contract or the other documents signed in conjunction with this contract pursuant to the purchase agreement between the parties for the sale of the premises, the seller, in addition to all other remedies stated in this contract, shall give the purchaser a written notice specifying the default and informing the purchaser that if the default continues for 15 days after service of the notice, the seller may, without further notice to the purchaser, with or without any action or proceeding and with or without a receiver appointed by a court, take possession of the premises and operate the premises for as long as the seller deems proper to cure the default. Whether or not the seller takes possession of the premises in the seller's name, the seller may sue for or otherwise collect all rent and apply the rent against all expenses for enforcing the seller's remedies, including the seller's attorney fees, and against the principal, interest, and all other amounts then due under this contract.

The rights and remedies of the seller under this assignment are cumulative and are in addition to any other rights and remedies that the seller may have under this contract or any other agreement between the seller and the purchaser or any rights the seller may have by law. This assignment shall function as a statutory assignment of rent and leases under MCLA 554.21 1 et seq., MSA 26.1131 et seq. and MCLA 554.231 et seq., MSA 26.1137(1). All the rights and remedies provided for in those statutes shall be available to the parties under this assignment.

The seller shall not be liable for any loss sustained by the purchaser as a result of the seller taking possession of the premises after a default or as a result of any other act or omission of the seller in managing the premises after a default unless the loss is caused by the willful misconduct or bad faith of the seller. The seller shall not be bound by any obligations, duties, or liabilities under the leases, even if the seller elects to collect the rent under this assignment after a default by the purchaser.

14. Intentionally Omitted.
[Type here]

15. The purchaser's acceptance of title and the premises. The purchaser shall accept as merchantable the title to the premises and the personal property and accept the premises and the personal property as they are disclosed at the closing. The seller has made no warranties or representations with regard to the premises or the personal property. The purchaser has made its own independent investigation of the title to the premises and the personal property and has investigated the surface and the subsurface of the premises, including any desired with respect to environmental issues that might arise from pollution of the soil or groundwater, to its satisfaction and releases the seller from any claims by the purchaser, environmental or others, with regard to the condition of the premises. In addition, if any lien encumbrances filed against the seller's interest are not satisfied by the date required for the final payment under this contract, the purchaser may pay the liens and offset the amount of all the purchaser's costs to discharge the liens against the final payment. However, if the seller is contesting the lien at that time, the purchaser must deposit the offset amount in an interest-bearing joint account in the names of the purchaser and the seller. The amount deposited and accrued interest shall be paid to the seller when the seller discharges the liens or returned to the purchaser when the liens become enforceable pursuant to a court action.

16. Conveyance. On full payment of the principal and interest under this contract within the time and in the manner required by this contract (including any early payment) and of all other sums chargeable against the purchaser under this contract and on full performance of the purchaser's obligations under this contract, the seller shall convey the premises and the personal property to the purchaser by a bill of sale and a warranty deed, subject to easements, rights-of-way, building-and-use restrictions, and encumbrances and restrictions of record in effect before the date of this contract and free from all other encumbrances except any the purchaser has assumed and any that arise through the acts or omissions of the purchaser or others holding interests through the purchaser. The seller shall pay all transfer taxes due at the time of delivery of the deed. The purchaser shall pay the recording fees and prepare and file all recording and transfer affidavits.

17. Service of notices. All notices or demands shall be sufficient when served as follows:

- a. by personal service on the party or on a member of the party's family or an employee of suitable age and discretion with a request that the notice or demand be personally delivered to the party.
- b. by depositing the notice or demand in the U.S. mail with first-class postage fully prepaid, addressed to the party at the party's last known address.

18. Time is the essence. Time is the essence of this contract.

19. Binding effect. This contract shall bind the heirs, assigns, and successors of the parties.
[Type here]

20. Whole agreement. This contract constitutes the entire agreement between the parties and supersedes any other agreements between the parties relating to the transaction contemplated in this contract. None of the prior or contemporaneous negotiations, preliminary drafts, or versions of the contract not stated in this contract shall be used to construe or affect the validity of this contract. Each party acknowledges that neither party has agreed to or relied on any representations, inducements, or conditions not stated in this contract.

21. Governing law. This contract shall be governed by and interpreted under Michigan law. If any provision of this contract conflicts with any Michigan law or is otherwise unenforceable, that provision shall be severable from the rest of the contract or enforceable to the maximum extent permitted by law and shall not invalidate any other provision of this contract. Venue for any action under this contract lies in Wayne County, Michigan.

22. Amendments. This contract may be amended only by a written document signed by each of the parties.

23. Effective date. The parties have signed this contract in duplicate, and it is effective on the date written above.

Seller:

Urban Renewal Initiative Foundation

By: _____Its:

:8095M and

Purchaser:

City of Grosse Pointe Park

By: _____Its:

Contract REVISED 10-23-19.rtr

[Type here]

EXHIBIT A

Land situated in the City of Detroit, County of Wayne, State of Michigan, as follows:

Lot 288 and the South 20 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No.

061990-2 Commonly known as: 1038 Ashland and

Lot 290 thru Lot 292 and the North 10 feet of Lot 289, Fox Creek Subdivision, according to the plat thereof recorded in Liber 25, Page 73 of Plats, Wayne County Records.

Parcel Identification Number: Ward 21, Item No.

061993-9 Commonly known as: 1050 Ashland and

Lots 279, 280, and 281, Fox Creek Subdivision, according to the plat thereof as recorded in Liber 25, Page 73 of Plats, Wayne County Records.

also known as Property Address: 1021, 1029 & 1037 Ashland, Detroit, MI 48215

Parcel ID No. 21-062462, 21-062461, 21-062460

Excepting that portion of the above described property including approximately the North 21 feet of Lot 292, (that portion of Lot 292 north of the building on Lots 288 thru 292) subject to a determination of an appropriate legal description.

EXHIBIT B

None.

[Type here]

EXHIBIT B

(ADDRESS #1005 WAYBURN)

LOT 202 TURNBULL AND EPSTEAN'S JEFFERSON AVE SUB PC 570 L26 P98 WCR•,

(ADDRESS #14927 JEFFERSON) LOT 201 TURNBULL AND EPSTEAN'S
JEFFERSON AVE SUB PC 570 L26 P98 WCR•,

(ADDRESS #14917 JEFFERSON)

E. 47.21 FT OF S. 90 OF THAT PT OF LOT 1 LYG N. OF & ADJ JEFFERSON AVE, ALTERS
PLAT L7 P85 WCR•,

(ADDRESS #14901 JEFFERSON)

W. 77.75 FT OF S. 90 FT OF THAT PT OF LOT 1 LYG N. OF & ADJ JEFFERSON AVE,
ALTERS PLAT L7 P85 WCR.

AYES: Councilmembers Clark, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: Councilmember Read

Mayor Denner stated the full project will come before the Planning Commission for review. The Administration will be working closely with the City of Detroit for any necessary permitting.

Councilmember Read stated there is an error on the Purchase Agreement, it jumps from Number Six to Number Eight.

The attorney, Stephen Pokoj for the Urban Renewal Initiative Foundation indicated he will correct the document.

EMPLOYMENT CONTRACT CITY MANAGER NICK SIZELAND

Mayor Denner presented to Council for consideration the employment contract for City Manager Nick Sizeland.

Councilmember Clark, Chairman of the Personnel Committee, indicated the Personnel Review Committee was authorized to negotiate a contract. There was a template that was utilized by the International City Managers Association. Discussions were between the Mayor and City Attorney, and Jane Blahut regarding benefit matters.

Councilmember Clark, Chairman of the Personnel Committee, presented the salary and benefit package for Nick Sizeland, City Manager. He recommended a salary of \$90,000 with benefits consistent with all other employees.

[Type here]

Councilmember Read stated four weeks of vacation seems excessive and recommended that be reduced to three weeks.

Councilmember Read recommended that reasonable membership and dues be permitted for travel and continued education.

Councilmember Read recommended a more formal performance evaluation be undertaken.

Mayor Denner stated the City Manager requested a formal review.

Councilmember Read stated the proposed increase of 46% is significant.

Mayor Denner stated he believes in pay based on responsibility level.

Councilmember Robson stated the pay is the least of all the Grosse Pointe City Managers.

Councilmember Read stated they have many more years of experience.

Motion by Councilmember Read, supported by Councilmember Clark, to amend the proposed contract to include three weeks of vacation.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano.

NAYS: Mayor Denner

Councilmember Detwiler stated she is very satisfied with the salary recommendation.

Mayor Denner stated he is very pleased that Nick Sizeland is our City Manager and has exceeded his expectations in the last several months.

Motion by Councilmember Clark, supported by Councilmember Robson, to approve the draft agreement with the amendment for the City Manager, Nick Sizeland.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

City Manager Sizeland expressed his gratitude for the opportunity.

**GROSSE POINTE PARK RESOLUTION
AUTHORIZATION
OPT OUT PROVISION
(Exemption from the Requirements of Public Act 152 of 2011)**

Mayor Denner presented to Council for consideration the Opt Out Provision Resolution for health care for the employees of the City of Grosse Pointe Park.

[Type here]

City Manager Sizeland stated the Opt Out Provision Resolution is required by the State of Michigan to acquire Council approval annually. The Opt Out Provision has been provided to the Unions of the city through contract negotiations.

The Opt Out Provision Resolution reads as follows:

**GROSSE POINTE PARK RESOLUTION
AUTHORIZATION
OPT OUT PROVISION
(Exemption from the Requirements of Public Act 152 of 2011)**

WHEREAS, the Publicly Funded Health Insurance Contribution Act 152 of 2011, enacted by the legislature of the State of Michigan on September 27, 2011 ("Act"), is intended to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions; and

WHEREAS, under the provisions of the Act public employees in the state of Michigan are to adopt, by January 1 of each year, provisions providing for a hard cap on employer contributions to employee health care or a cost sharing arrangement by which public employers pay 80% of health care premiums with employees paying the other 20%, and

WHEREAS, the Act requires that public employers choose certain cost-sharing obligations for public employee health insurance premiums; and

WHEREAS, Section 8 of the Act allows that, by a 2/3 vote of its governing body each year, a local unit of government may exempt itself from the requirements of the Act for the next succeeding year; and

WHEREAS, the City Council for the City of Grosse Pointe Park has historically recognized, in its role as a steward for the public funds entrusted to it, that it must efficiently manage those limited resources and traditionally engages in reviews of employee compensation packages to maximize both employee satisfaction and fiscal responsibility; and

NOW THEREFORE BE IT RESOLVED, that the City of Grosse Pointe Park, Michigan, elects to opt out of Public Act 152 of 2011 for the next succeeding year, 2020; and

BE IT FURTHER RESOLVED, that the City Council for the City of Grosse Pointe Park acknowledges its responsibility to revisit its options and responsibilities under Public Act 152 of 2011 on an annual basis.

Motion by Mayor Denner, supported by Councilmember Detwiler, to approve the Opt Out Provision Resolution for health care for the employees of the City of Grosse Pointe Park.

[Type here]

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

BEAUTIFICATION COMMISSION APPOINTMENTS

Mayor Denner presented to Council for consideration the appointments to the Beautification Commission for a two-year term.

The appointments are as follows:

Anne Billiu
Brittany Longworth

Motion by Mayor Denner, supported by Councilmember Read, to appoint the members as listed above for a two-year term.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

FINANCE REPORT – SEPTEMBER, 2019

Councilmember for Finance Detwiler presented to Mayor and Council the invoices exceeding \$5,000 for the month of September, 2019 as presented.

<u>Vendor</u>	<u>Description</u>	<u>Payment</u>
Bodman, PLC	Pros. Atty. & retainer fee	\$ 10,000
Build Safe	Building Inspector – August	9,600
KS State Bank	Public Safety car video system	19,087
Ford Motor Company	(2) 2018 Ford Police Interceptor	20,234
Great Lakes Water	Water sage – July	148,947
Great Lakes Water	Waste Water – August	150,900
J & W Trees	City tree work	12,000
MityLite, Inc.	Chairs for Tompkins Center	5,548
Green for Life	Recycle for September	11,564
Green for Life	Rubbish for September	36,189

Motion by Councilmember Detwiler, supported by Councilmember Robson, to approve the invoices exceeding \$5,000 for the month of September, 2019, as presented in accordance with Section 2.249 of the Charter.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

[Type here]

COMMITTEE REPORTS

Mayor Denner presented to Council the committee reports for the meeting since the Council last met.

Planning Commission:

Councilmember Clark presented an overview of the Planning Commission meeting held on October 15, 2019.

Councilmember Clark stated Mayor Denner introduced the two new members to the Commission, Katherine Sanpere and Michelle Lindsay. Fred Olds was nominated and voted to continue as Chair of the Planning Commission.

Councilmember Clark noted Malik Goodwin met with a group of residents to facilitate continued feedback of the Master Plan. A draft was sent to Mr. Goodwin and the subcommittee for review and Mayor Denner presented the recommendation to the Planning Commission. The recommendations included, but not limited, to more data and demographics, updated maps, transportation and mobility including motorized and non-motorized plans, green initiatives, parks and recreation plan, early childhood and infrastructure.

Chairman Olds directed the City Manager to update the Master Plan via the comments and suggestions from the resident group and will have a review of the new updates on December 10th at 7:00 PM at the Tompkins Center at Windmill Pointe Park.

Beautification Commission:

Councilmember Read presented an overview of the Beautification Commission meeting held on October 10th at the Tompkins Center.

- Commission held its annual Community Beautification Awards ceremony on October 10th at the Tompkins Center
- The Commission presented commercial awards to Gallery Animato and The Bricks Pizzeria along with twenty-five residential awards
- The Commission hosted a successful fall perennial plant exchange on October 5th at the Tompkins Center
- Park Place Market received the President's Award for Keep Michigan Beautiful
- The next meeting is scheduled for November 6th at 7:30 PM in Council chambers

NEW/OLD BUSINESS

Councilmember Detwiler stated the City Manager had a Meet and Greet meeting at a local restaurant and it was very successful.

Mayor Denner expressed his gratitude to Barb Detwiler for serving on the City Council for the last 4-1/2 years and noted she will be missed greatly.

[Type here]

Councilmember Robson expressed his gratitude and noted he would miss her on the Council.

Councilmember Chouinard expressed his gratitude and noted Barb has been a good steward of the books and will be missed.

Councilmember Clark stated he would miss serving with Barb on the Council.

Councilmember Read stated Barb is a true leader for the Park, especially as Finance Chair.

Councilmember Grano stated he agreed with everything his colleagues stated and noted Barb was an asset to the Council.

TIFA/DDA

Councilmember Read stated after reviewing the TIFA and DDA rules, the Director cannot serve as a Board Member and Director.

Mayor Denner stated Dale Krajniak had already resigned as a member in both the TIFA and DDA. Each of these bodies have appointed him as their Director.

STOP SIGN CONCERN:

Resident of Buckingham stated a stop sign on the corner of Buckingham and Charlevoix was taken out by a vehicle, he was concerned about safety at the intersection.

JANET'S LUNCH

Councilmember Read stated she has received numerous complaints regarding the condition of Janet's Lunch.

City Manager stated Janet's Lunch will not be demolished until spring of 2020.

Councilmember Read recommended urging them to moving the demolition date up.

PUBLIC SAFETY

Resident of the Pointe Park Place expressed his gratitude and admiration for the efficiency of the Public Safety Officers. There was an emergency call for an elderly resident and the ambulance was on the scene in under a minute. The officers on the scene handled the resident with such caring gentleness, and they had the expertise to utilize splints where her leg had been broken prior to lifting her to avoid additional discomfort before transporting her to the hospital. He just wanted to thank the Public Safety Department for doing an outstanding job.

ART CENTER

Resident inquired if there are dates scheduled for public involvement on the Art Center.

[Type here]

Mayor Denner stated the Foundation has some work to do prior to scheduling dates for Planning Commission review. The plans are not complete yet, they are still in the conceptual stage with drawings.

JEFFERSON ROAD CONSTRUCTION

Resident inquired what the cost of the construction on Jefferson in front of the library is.

City Manager stated the cost was \$55,000.

DOG PARK

Resident recommended the placement of a Dog Park should be 100 yards away from an area with children and recommended Windmill Pointe Park in front of the Atrium.

Motion by Councilmember Clark, supported by Councilmember Detwiler, to adjourn the meeting.

AYES: Councilmembers Clark, Read, Chouinard, Robson, Detwiler, and Grano, and Mayor Denner

NAYS: None

[Type here]

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE URBAN RENEWAL INITIATIVE FOUNDATION
AND
THE DOWNTOWN DEVELOPMENT AUTHORITY
FOR THE CITY OF GROSSE POINTE PARK**

This binding Memorandum of Understanding (“MOU”) is entered into between the Urban Renewal Initiative Foundation (“URIF”), a Michigan non-profit corporation, on the one hand, and the Downtown Development Authority for the City of Grosse Pointe Park (“DDA”), a Michigan municipal corporation, on the other hand, in order to cooperate and coordinate their respective activities in furtherance of the construction and operation of a non-profit center for the arts (the “The A. Paul and Carol C. Schaap Center for the Performing Arts and the Richard and Jane Manoogian Art Gallery” referred to herein as the Schaap Center). The URIF and DDA each may be referred to herein as a “Party” or, collectively, as the “Parties,” as applicable.

RECITALS:

- A. URIF was formed to, among other things, support and promote the visual and performing arts and to promote, sponsor, develop, instruct, and educate the public about, encourage public understanding and appreciation of, and increase public interest in the visual and performing arts in general and specifically by the display of paintings, sculptures, and other visual arts; performance of plays, musicals, concerts, and other performing arts; and publications, seminars, and exploratory and instructive materials.
- B. URIF, either on its own behalf or on behalf of a successor or assignee, plans to develop, construct, and operate a non-profit center for the arts in the City of Grosse Pointe Park (“City”), described herein as the Schaap Center, on a site on Jefferson Avenue between Alter Road and Maryland Avenue, within, in part, the DDA development area.
- C. Towards that goal, URIF has raised funds from A. Paul and Carol C. Schaap to purchase and otherwise acquire certain properties.
- D. The DDA has determined that the Schaap Center will act as an economic development catalyst for the City of Grosse Pointe Park, in general, and the DDA, in particular, will have a beneficial effect on the property values of property within the DDA’s development area, and will create and enhance economic growth within the development area.
- E. The DDA has also determined that there is a public purpose to incorporate and include the construction and operation of the Schaap Center into the DDA development area.
- F. The DDA has determined that the Schaap Center and the DDA’s financial commitments and contributions to the Schaap Center, as described herein, are within the powers of a Downtown Development Authority under the provisions of Act 450, Public Acts of Michigan, 1980, as amended, now Part 2 of Act 57, Public Acts of Michigan, 2018 (the “Act”), MCL §125.4201 *et. seq.*
- G. URIF has estimated that the cost of construction of the Schaap Center to be approximately Thirty

Three Million (\$33,000,000) Dollars.

- H. URIF has reached a tentative understanding, subject to a written agreement, with the Grosse Pointe Theater, Inc. ("GPT"), a Michigan non-profit cultural arts organization, for the GPT to be the primary tenant for the Schaap Center's planned theater (of approximately 400 seats) space.
- I. URIF has also reached a tentative understanding, subject to a written agreement with the Grosse Pointe Symphony Orchestra, a Michigan nonprofit cultural arts organization to be an additional tenant for the Schaap Center.
- J. By way of background, on May 8, 2020, A. Paul Schaap initially submitted a contingent pledge to donate \$410,016 for the benefit of Grosse Pointe Park in exchange for: (1) the DDA making an ongoing financial commitment of \$75,000 per year to the URIF for the operation of the Schaap Center, (2) the DDA making all properties on the site of the Schaap Center pad ready for construction (including building demolition and environmental testing and remediation) and (3) the DDA removing and replacing sidewalks along Jefferson and Maryland Streets. After subsequent discussions and negotiations, and in exchange for the DDA's reduced financial commitment, the parties mutually agreed to adjust the terms of the pledge as set forth herein. The pledge is now \$200,000 subject to the terms of this Memorandum of Understanding and DDA is no longer obligated to perform the 3 tasks listed above.
- K. As mutually executed on October 29, 2019, URIF and the City entered into a certain Purchase Agreement under which, among other things, described in Section 6(B) and (C) certain activities that the City and the URIF will engage in connection with regard to the Schaap Center. Nothing in this MOU shall affect, revise, or otherwise amend any of those provisions.
- L. The Parties hereto desire to memorialize their mutual understanding and agreement relative to the terms and conditions, operation, and funding of the: (1) construction of the Schaap Center; (2) the intended roles of each party to the successful completion and operation of the Schaap Center; and (3) the respective contributions toward the cost and development of the Schaap Center.

ACCORDINGLY, URIF and the DDA mutually agree to and acknowledge the following:

Section 1 – Purpose. The purpose of this MOU is to set forth the terms and conditions of the Parties in furtherance of the construction and operation of the non-profit Schaap Center. The Parties agree and acknowledge that the recitals are incorporated herein and constitute a material inducement to enter into this MOU.

Section 2 - Activities of DDA. To induce URIF, or its successor or assign, to construct and operate the Schaap Center and in exchange for the mutual promises and covenants contained in this MOU, the DDA agrees to perform the following activities during construction of the Schaap Center and during the post construction operation of the Schaap Center and any necessary appurtenances thereto, but in no event shall the DDA be required to perform such activities after the expiration of the remainder of the currently authorized term of the DDA, which expires June 30, 2026:

- A. Prior to the issuance of a certificate of occupancy, the DDA will complete construction of, at the DDA's expense and pursuant to the DDA's design, a surface parking lot for approximately 50 parking spaces between the Grosse Pointe Public Library, Ewald Branch, and Jefferson Avenue (as indicated in the attached report of the parking study by MKSK, Inc.). The DDA and/or the City will provide all necessary services for the design and construction of the parking lot. The surface parking lot shall be owned and maintained by the DDA and/or the City. The City Manager shall approve the layout and design of the surface parking lot prior to the start of construction. All meetings of the DDA regarding the design of the surface lot shall be subject to the Michigan Open Meetings Act, MCL §15.261 *et. seq.*
- B. The DDA's obligations under Section 2A above are contingent on the donation to the DDA of \$200,000 by A. Paul Schaap or URIF, which donation is to occur upon the issuance of all necessary municipal approvals for the parking lot.

Section 3 - Activities of URIF. In furtherance of the construction and operation of the non-profit Schaap Center, URIF agrees to perform the following activities related to the Schaap Center (and any related parking lot):

- A. URIF will design and construct the Schaap Center, subject to all necessary permits and ordinances of the City and in accordance with its already obtained site plan approval from the City's Planning Commission. All meetings of the DDA and Planning Commission regarding the proposed design of the Schaap Center shall be subject to the Michigan Open Meetings Act, MCL §15.261 *et. seq.*
- B. URIF will operate the Schaap Center and any necessary appurtenances thereto in conformance with all laws, regulations, codes and City requirements.
- C. URIF has paid \$9,000 to MKSK, Inc., for a parking study as to the need for the surface parking lot described in Section 2A above. The report of the parking study by MKSK, Inc., is attached hereto.
- D. URIF will pay to the DDA \$200,000 in accordance with section 2(B) above.

Section 4 – Assignment by URIF. The Parties hereto agree that URIF may assign its rights under this MOU to a separate tax-exempt non-profit entity provided such entity agrees to assume the obligations of URIF, in which case the Parties agree that URIF shall be released of its obligations under this MOU and the non-profit assignee shall be treated as a Party to this MOU for all purposes. Any such assignment shall be subject to the DDA's consent to any such assignment, which consent shall not be unreasonably withheld.

Section 5 - Effective Date and Termination. This MOU will be effective as of the date upon which it has been signed by an authorized representative of each of the Parties hereto (the "Effective Date"). This agreement shall be terminated if activities to construct the Schaap Center have not started within two years of the effective date of this agreement.

Section 6 – Notices. Notices, requests, notifications, and other communications (collectively, "Notices") related to this MOU by either Party will be given in writing, signed by an authorized representative of the

Party, and hand-delivered, mailed by first-class mail or by overnight courier, or emailed with receipt confirmation enabled, and addressed as follows:

If to URIF: Urban Renewal Initiative Foundation

President
A. Paul Schaap
c/o Fildew Hinks, PLLC
26622 Woodward Avenue
Suite 225
Royal Oak, Michigan 48067

-and-

Stephen J. Pokoj, Esq.
Fildew Hinks, PLLC 26622
Woodward Avenue
Suite 225
Royal Oak, Michigan 48067
Email:
spokoj@fildewhinks.com

If to DDA: City of Grosse Pointe Park
Attention: City Manager
15115 East Jefferson Avenue
Grosse Pointe Park, Michigan 48230
Email:
sizelandn@grossepointepark.org

-and-

Bodman PLC
Attention: Thomas J. Howlett,
Esq. 6th Floor at Ford Field
1901 Saint Antoine Street
Detroit, Michigan 48226
Email:
jhowlett@bodmanlaw.com

Section 7 – Miscellaneous.

- A. **Relationship of the Parties.** Each Party hereto acknowledges that the Parties hereto are independent of each other and do not intend, as a result of this MOU or otherwise, to become joint venturers, partners, employees, employers, servants, agents, representatives, contractors, and/or any type of related business entities to one another with respect to the subject matter of this MOU. Each Party hereto acknowledges that it is individually responsible for maintaining

compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders to which it is subject.

- B. **Assignment.** Except as otherwise provided in this MOU, this MOU sets forth each Parties' intended activities and no Party hereto intends to delegate or assign this MOU, or any portion of or responsibility under this MOU, without the prior written notice to and consent of the other Parties, which consent shall not be unreasonably withheld.
- C. **Amendments.** No amendment to this MOU will be effective unless it is in writing, expressly refers to this MOU, and is executed by a duly authorized representative of each Party hereto.
- D. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed an original signature, to the extent permitted by applicable law.
- E. **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the rights and obligations contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.
- F. **Waiver; Modifications.** Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement, provided such waiver is in writing. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates shown below, to be effective as of the Effective Date.

URBAN RENEWAL INITIATIVE FOUNDATION,
a Michigan non-profit corporation

By: A. Paul Schaap

Print: A. Paul Schaap

Its: President

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on January 14, 2021 by A. Paul Schaefer, the president of the Urban Renewal Initiative Foundation, a Michigan non-profit corporation, on behalf of the corporation.

Colleen A. Kramer
Print: Colleen A. Kramer
Notary Public, Wayne County,
Michigan My commission expires: 5-6-2025
Acting in the County of _____

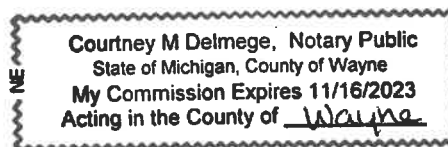
**DOWNTOWN DEVELOPMENT AUTHORITY FOR
THE CITY OF GROSSE POINTE PARK,**
a Michigan municipal corporation

By: Nick Sizeland
Print: Nick Sizeland
Its: DDA Director

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on December 22, 2021 by Nick Sizeland, the Director of the Downtown Development Authority for the City of Grosse Pointe Park, a Michigan public body corporate.

Courtney M Delmege
Print: Courtney M Delmege
Notary Public, Wayne County, Michigan
My commission expires: 11/16/2023
Acting in the County of Wayne



AGREEMENT AMENDING OCTOBER 29, 2019

PURCHASE AGREEMENT

This Agreement Amending October 29, 2019 Purchase Agreement (“Agreement”), entered into as of the Effective Date described below, by and between the Urban Renewal Initiative Foundation, a Michigan Non-Profit Organization, with offices located at 26622 Woodward Avenue, Suite 225, Royal Oak, Michigan 48067 (“URIF”), and the City of Grosse Pointe Park, a Michigan Municipal Corporation, with offices located at 15115 Jefferson Avenue, Grosse Pointe Park, Michigan 48230 (“GPP”) (collectively the “Parties”).

RECITALS:

A. On or about October 29, 2019, The Parties hereto entered into a certain Purchase Agreement, in part for the purchase and sale, and transfer, of certain real property located in the City of Detroit, State of Michigan, and the City of Grosse Pointe Park, State of Michigan, as more particularly described and defined in the Purchase Agreement. Capitalized terms used in this Agreement and not defined herein shall have the meanings given to such terms in the Purchase Agreement.

B. Under the Purchase Agreement adopted by GPP City Council on October 29, 2019, GPP agreed to purchase from URIF certain real property described therein and commonly known as 1021, 1029, 1037, 1038, and 1050 Ashland, in the City of Detroit (the “Property”).

C. GPP has stated a wish not to purchase the Property as GPP has a new location to be complete in 2023.

THEREFORE, in consideration of the mutual covenants of the parties set forth below, the Parties hereto agree as follows:

1. The foregoing recitals are incorporated herein and made a part of this Agreement.
2. In the event GPP does not close on the acquisition of the Property as required under the Purchase Agreement, URIF agrees that it will take no action, legal or otherwise, to enforce the provisions of Sections 1, 2, 3, 4, or 5 of the Purchase Agreement with regard to the Ashland Properties (“Joe’s Garage”).
3. Section 6(A)(vi) is added to state as follows:

After conveyance of the property described in Exhibit B to the Purchase Agreement, GPP may occupy the property described in Exhibit B to the Purchase Agreement for \$1.00 per month subject to the terms and conditions of a Lease Agreement in the form of “Attachment 1” to this Agreement.

4. The Parties agree that either Party may seek enforcement of the provisions of the Purchase Agreement other than Sections 1, 2, 3, 4, 5, 6(B)(iii).

5. The Effective Date of this Agreement shall be the last date on which both URIF and GPP have executed this Agreement. This Agreement may be executed in counterparts and facsimile and electronically transmitted copies of signatures shall have the same force and effect as original signatures.

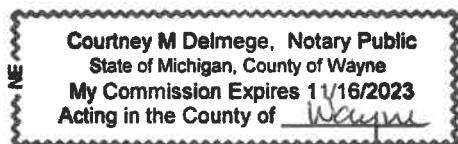
The Parties hereto have executed this Agreement as of the dates provided below.

URBAN RENEWAL INITIATIVE FOUNDATION,
a Michigan non-profit corporation

By: A. Paul Schaap
Print: A. PAUL SCHAAP
Its: PRESIDENT

STATE OF MICHIGAN)
)SS.
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me on February 15, ²⁰²³~~2022~~ by A. Paul Schaap, the President of the Urban Renewal Initiative Foundation, a Michigan non-profit corporation, on behalf of the corporation.



Courtney M Delmege
Print: Courtney M Delmege
Notary Public, Wayne County, Michigan
My commission expires: 11/16/2023
Acting in the County of Wayne

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

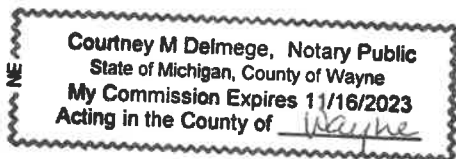


CITY OF GROSSE POINTE PARK,
a Michigan Municipal Corporation

By: *Nick Sizeland*
Print: Nick Sizeland
Its: city manager

STATE OF MICHIGAN)
)SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on February 15, ²⁰²³~~2022~~ by Nick Sizeland, the City Manager of the City of Grosse Pointe Park, a Michigan public body corporate, on behalf of the City.



Courtney M Delmege
Print: Courtney M Delmege
Notary Public, Wayne County, Michigan
My commission expires: 11/16/2023
Acting in the County of Wayne

Wayne





CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Interlocal Agreement Senior Services

SUMMARY: In June of 2024, City Council had authorized the placement of ballot language for consideration of a Senior Millage, which was subsequently passed in November of 2024 with the exception of Grosse Pointe Shores. At that time, a draft Interlocal Agreement was developed to outline an Active Adult Commission to serve as the collective fiduciary of public funds for this multi-community millage. The Commission's purpose is supporting services to older citizens, including transportation, activities, and facilities directed toward the improvement of the overall health and welfare of older persons. It was contemplated the Commission would contract with The Helm for these services. Since the adoption of the millage, the City Manager's of the participating communities have worked to finalize the structure of the Interlocal Agreement. It is being suggested that a member of the respective City Councils be appointed to serve as the initial representative for each City with the creation of this Commission.

The basic tenants of the agreement include:

- Each participating community shall have 1 representative on the Commission.
- The Commission shall meet at least four times per year and all meetings shall comply with the Michigan Open Meetings Act.
- Provide oversight of contractor providing senior services.
- Provide an annual report to the respective member communities.

Staff recommends adoption of the agreement and appointment of a member of Council to the Commission.

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: To approve the Interlocal Agreement for Joint Senior Services and appoint Mayor Michele Hodges for a three-year term as the City representative to the Active Adult Commission.

PREPARED BY: Nick Sizeland, City Manager

INTERLOCAL AGREEMENT
FOR JOINT SENIOR SERVICES

THIS INTERLOCAL AGREEMENT FOR JOINT SENIOR SERVICES (this “Agreement”) is entered into as of the ____ day of _____, 2025, by and among the City of Grosse Pointe, a Michigan municipal corporation located at 17147 Maumee, Grosse Pointe, Michigan; the City of Grosse Pointe Farms, a Michigan municipal corporation located at 90 Kerby Road, Grosse Pointe Farms, Michigan; the City of Grosse Pointe Park, a Michigan municipal corporation located at 15115 East Jefferson, Grosse Pointe Park, Michigan; the City of Grosse Pointe Woods, a Michigan municipal corporation located at 20025 Mack Plaza Drive, Grosse Pointe Woods, Michigan; and the City of Harper Woods, a Michigan municipal corporation located at 19617 Harper, Harper Woods, Michigan. Each municipality entering into this Agreement is referred to as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Act 39 of the Michigan Public Acts of 1976, as amended, provides that the provision of services to persons sixty (60) years of age or older (“Older Persons”) is a valid public purpose;

WHEREAS, the Parties intend by this Agreement to establish an intergovernmental and cooperative arrangement for the collective provision of services to Older Persons residing in their respective communities;

WHEREAS, such intergovernmental and cooperative arrangement is authorized by, among other applicable laws, Act 7 of the Michigan Public Acts of 1967, amended; Act 39 of the Michigan Public Acts of 1976, as amended; Act 35 of the Michigan Public Acts of 1951, as amended and Act 150 of the Michigan Public Acts of 1923, as amended;

WHEREAS, Services for Older Citizens (SOC), an IRC § 501(c)(3) non-profit corporation DBA The Helm at the Boll Life Center (“The Helm Senior Center”), which is located at 158 Ridge Road, Grosse Pointe Farms, Michigan;

WHEREAS, the Parties intend to support the continued operation of the Helm Senior Center, as such operation may be modified and/or supplemented in the future as provided in this Agreement; and

WHEREAS, at the November 2024 general election, a senior millage was adopted by the electors in each of the communities which are Parties to this Agreement, and the funds generated by such senior millage are to be devoted to providing services to Older Persons, including the services provided at the Helm Senior Center.

AGREEMENT:

NOW, THEREFORE, based upon the foregoing recitals, and in consideration of the mutual promises and undertakings set forth below, IT IS AGREED AS FOLLOWS:

ARTICLE I – PURPOSE

The purpose of this Agreement is to establish an Active Adult Commission (the “Active Adult Commission” or “Commission”) to oversee activities and services for Older Persons residing in the

communities which are Parties to this Agreement. The activities and services to be provided shall include, but not be limited to, transportation services for Older Persons and actions directed toward the improvement of the social, legal, health, housing, educational, emotional, nutritional, recreational, and mobility status of Older Persons. The Commission may also provide for the joint ownership and operation of a joint Active Adult Activity Center. The Commission shall serve as a policy-making body and engage one or more separate entities (each a “Contractor”) charged with managing the day-to-day operations of the joint Active Adult Activity Center. Such Contractor(s) shall report directly to the Commission.

ARTICLE II – ACTIVE ADULT ACTIVITY CENTER

The Parties intend that a joint Active Adult Activity Center will be operated and maintained under the authority of this Agreement and under the auspices of the Commission established hereby. As of the effective date of this Agreement, the Helm Senior Center shall be designated as the joint Active Adult Activity Center. The governing body of each Party shall, prior to the execution of this Agreement and on a periodic basis as part of their respective annual budget approvals, confirm the funding that will defray the cost of operating the joint Active Adult Activity Center. In the event that the Parties in the future elect to establish another joint Active Adult Activity Center in lieu of or in addition to the Helm Senior Center, a majority vote of the Parties shall be required, together with a mutually acceptable designation of the funding sources to permit the establishment of such substitute (or additional) Active Adult Activity Center, including any corresponding site acquisition and/or building construction.

ARTICLE III – ACTIVE ADULT COMMISSION

SECTION 1. CREATION OF AN ACTIVE ADULT COMMISSION.

Upon the execution of this Agreement by the Parties, approval by any necessary governmental authorities, and filing of this Agreement with the Wayne County Clerk, the Active Adult Commission shall be created as a separate public corporation pursuant to the statutory authority cited herein, with the powers, functions and duties provided in this Agreement and by applicable law.

SECTION 2. NAME.

The name of the Commission shall be the Grosse Pointes – Harper Woods Active Adult Commission.

SECTION 3. MEMBERSHIP OF COMMISSION.

A. The Commission shall be comprised of a total of five (5) members, as follows:

- 1.) One (1) representative of the City of Grosse Pointe appointed by its City Council.
- 2.) One (1) representative of the City of Grosse Pointe Farms appointed by its City Council.
- 3.) One (1) representative of the City of Grosse Pointe Park appointed by its City Council.
- 4.) One (1) representative of the City of Grosse Pointe Woods appointed by its City Council.
- 5.) One (1) representative of the City of Harper Woods appointed by its City Council.

B. The persons appointed by each community shall serve at the pleasure of the respective City Councils and may be removed by resolution of the applicable City Council at any time, with or without cause. The timing for the appointment of members should be determined by the respective City Councils, but not later than sixty (60) days after the effective date of this Agreement.

C. Commission members shall serve for a term of three (3) years for a maximum of two (2) terms. The terms shall commence as follows:

- 1.) Initial appointments for the Cities of Grosse Pointe and Grosse Pointe Farms shall be three-year terms. Going forward all terms shall be three years.
- 2.) Initial appointment for the City of Grosse Pointe Park shall be a two-year term. Going forward the term shall be three years.
- 3.) Initial appointments for the Cities of Grosse Pointe Woods and Harper Woods shall be one-year terms. Going forward all terms shall be three years.

D. Any vacancy on the Commission arising for any reason shall be filled by appointment by the applicable City Council within forty-five (45) days of the vacancy, for the remainder of the unexpired term.

E. Members of the Commission shall serve without compensation.

F. The admission of one or more additional communities as parties to this Agreement shall require an amendment to this Agreement approved by a majority vote of the then-existing Parties. If one or more additional communities wish to participate (on behalf of their residents) in the services and activities offered by the Commission, they shall submit a written request to the Commission, which request shall be considered by the Commission as soon as may be reasonably practicable. Among other factors that may be relevant in consideration of the application(s), the Commission shall consider the demands on services and costs to the organization in relation to the revenues and benefits from such additional community participation. Upon conclusion of its review and analysis, the Commission shall advise the City Council of each Party of its recommendation. If the recommendation is to admit membership of one or more additional communities, such recommendation shall include at minimum the required economic or other contributions from the new member(s), any adjustment to the Allocation Proportions of the existing and new members, and the initial term(s) of the persons to be appointed to serve on the Commission on behalf of the new member(s). New membership shall begin either in January or July and would be prorated accordingly based on the time of the fiscal year.

SECTION 4. OFFICERS.

A. The Commission shall elect at its first meeting of each year, from its membership, a Chairperson, Vice Chairperson and Secretary, who shall hold office for terms of one (1) year, and until a successor is appointed, or until a resignation or removal. Upon expiration of the term of any such officer, he or she shall be eligible for re-election to successive terms.

B. Vacancies in any office shall be filled by the Commission within forty-five (45) days of the vacancy, for the remainder of the unexpired term.

C. The Chairperson shall preside at all meetings of the Commission and shall have all privileges and duties of a Commission member. The Vice Chairperson shall preside at all meetings of the Commission at which the Chairperson is absent. The Secretary shall keep or cause to be made, all non-financial records, reports and minutes required by this Agreement and applicable law and shall be charged with assuring compliance with the Michigan Open Meetings Act and the Michigan Freedom of Information Act.

D. Officers shall serve without compensation.

SECTION 5. MEETINGS.

A. The Commission shall meet at least four times per year and shall, at its first meeting of each year, establish a regular meeting schedule which shall be posted at the offices of the Parties hereto in similar form and within similar times as required by law for governmental meeting schedules.

B. Special meetings of the Commission may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson.

C. Each Commission member shall receive not fewer than five (5) days' written notice of all regular meetings and not fewer than two (2) days' written notice of all special meetings. All notices of all meetings shall be posted as required by the Michigan Open Meetings Act.

D. All meetings of the Commission shall, in every respect, conform with the requirements of the Michigan Open Meetings Act, Act 267 of 1976, as amended.

SECTION 6. QUORUM.

In order to conduct business, a quorum must be present, which shall consist of a majority of the then-sitting members of the Commission.

SECTION 7. VOTING.

Once a quorum is established at any regular or special meeting of the Commission, approval by a majority of the Commission members shall be necessary for the Commission to take any official action.

SECTION 8. MINUTES.

Complete written minutes of all Commission meetings shall be kept in compliance with the applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all Commission members and the municipal Clerk of each of the Parties hereto as soon as reasonably possible following a Commission meeting.

SECTION 9. RULES.

The Commission may adopt rules of order not in conflict with this Agreement.

SECTION 10. REGISTERED OFFICE.

The initial registered office of the Commission shall be the office of The City of Grosse Pointe Farms located at 90 Kerby Road, Grosse Pointe Farms, Michigan. The Commission may designate another location as the registered office. In the event the registered office is moved, the Commission shall provide notice of the new registered office address to all Parties within seven (7) days of the change.

SECTION 11. PRIVILEGES AND IMMUNITY FROM LIABILITY.

All of the privileges and immunities from liability, and exemptions from law, ordinances and rules, which apply to the activity of officers, representatives, members, agents and employees of the Parties hereto shall apply to the same degree and extent to the performance of such functions and duties of such officers, representatives, members, agents and employees of the Commission under this Agreement.

ARTICLE IV – POWERS

SECTION 1. POWERS, AUTHORITY AND OBLIGATIONS.

The Commission shall have the following powers, authority and obligations:

A. In general, and in the absence of a specific delegation of power, authority and obligations as set forth in this Agreement, the Commission shall serve as a policy-making body and is empowered to engage one or more Contractors charged with managing the day-to-day operations of the Active Adult Activity Center and related activities, services and programs. The Contractor(s) and any director(s) appointed hereunder shall report from time-to-time to the Commission. Absent a violation of approved policies or directives lawfully established by the Commission, the Commission shall not interfere with the day-to-day operations of providing services or operating an Active Adult Activity Center.

B. Subject to the approval of the governing bodies of each of the Parties hereto, the Commission may purchase, lease, construct, own, receive, exercise right of dominion over and hold in its own name, property, including land, buildings and appurtenances for the express purpose of providing services to Older Persons and operating an Active Adult Activity Center.

C. Subject to ratification by the governing bodies of each of the Parties hereto with respect to the annual budget and corresponding municipal expenditures, the Commission may, consistent with such approved annual budget, engage one or more Contractors. Subject to applicable law, the Contractor(s) and any directors or other personnel shall serve at the pleasure of the Commission, and any applicable contracts shall include customary termination for cause and termination for convenience provisions to confirm the at-will nature of any such employment or other applicable contractual relationships. The Contractor(s), the directors and any personnel employed in connection with the operation of the Active Adult Activity Center shall not be deemed employees of the governmental units that are Parties to this Agreement.

D. In addition to the engagement of the Contractor(s) and any directors or other personnel as set forth above, the Commission may contract with any other governmental units, public agencies, or private persons or organizations to carry out the functions and duties of the Commission.

E. Accept funds, grants, donations, philanthropic gifts or commitments, or other assistance, as well as user fees, to carry out Commission functions and obligations, from any source, public or private, including, but not limited to, local government funding of specific projects, state and federal grants. Any application for grants or other public funding shall be communicated to the Parties hereto prior to submittal.

F. Operate and establish policies and rules governing the use of providing adult services and operating an Active Adult Activity Center not inconsistent with applicable laws and regulations.

G. Conduct a transportation program for Older Persons in the communities which are Parties hereto.

H. Conduct and carry out any program, activity or function which advances and directly relates to the purposes expressed in Article I.

SECTION 2. LIMITATIONS ON AUTHORITY.

The Commission shall have no power or authority to levy any type of tax within the governmental units which are Parties hereto or to issue any type of bond in its name, or in any way indebted any of the Parties hereto.

SECTION 3. INSURANCE.

The Commission shall obtain policies of insurance, as part of its budget, for comprehensive liability, director and officer coverage, and property damage coverage for the construction and operation of providing adult services and operating an Active Adult Activity Center, and other appropriate and necessary purposes. Policy limits shall be a minimum of \$2,000,000.00 per occurrence and \$10,000,000.00 of aggregate liability coverage. The Commission shall have the Parties hereto designated as “named insureds”, on the comprehensive director and officer liability and property damage insurance policies.

ARTICLE V – FINANCE

SECTION 1. FISCAL YEAR.

The fiscal year of the Commission shall be from July 1st through June 30th each year.

SECTION 2. ANNUAL BUDGET.

Each year the Commission shall develop an annual budget in such detail as required by Act 2 of the Michigan Public Acts of 1968, as amended, which shall include all sums necessary to carry on the programs and services authorized herein for Older Persons, including transportation, education, activities and operation of an Active Adult Activity Center, etc. The Commission’s annual budget shall include an estimate for revenues attributable to user fees, grants, donations, fundraising, and philanthropic gifts and commitments.

Annually, not later than April 1st of each year, a budget request shall be submitted by the Commission to the City Clerk of each of the Parties.

SECTION 3. ALLOCATION PROPORTION

The proportion (for each Party, the “Allocation Proportion”) of financial contributions made by the respective Parties with respect to the acquisition and/or development of the Adult Activity Center(s), and other Commission activities, are listed on Schedule A annexed to this Agreement. Such respective Allocation Proportions may be adjusted from time to time on an equitable basis in the event of any modification of the financial sharing formula adopted and mutually agreed by the Parties, or may be adjusted in the event of admission of one or more additional Parties to this Agreement as provided in Article III, Section 3F. In the event of the dissolution of the Commission, any and all assets of the Commission shall be distributed in accordance with the Allocation Proportion set forth in Article VI below.

ARTICLE VI – ON – GOING RESPONSIBILITIES & DISSOLUTION

SECTION 1. PARTICIPATION.

The Parties hereto agree that they will participate in the activities and programs and provide funds on an on-going basis consistent with existing funding contributions currently made to The Helm, and its affiliates, for these services for fiscal year 2025-2026, unless or until terminated. The Parties agree that they will participate in the activities and programs provided by the Contractor(s) pursuant to the terms and conditions of any Contractor agreement with the Commission. The Parties agree that they will fund these activities of the Commission as provided for in Article VI, Section 3, below. Each Contractor is expected to engage in fundraising activities and to solicit other sources of revenue (including grants, donations and philanthropic gifts or commitments), and the public funds budgeted and contributed by the respective Parties are intended to supplement such other sources of revenue.

SECTION 2. TERMINATION OF PARTICIPATION.

Any Party hereto may terminate its membership in the Commission only by giving at least six (6) months' written notice to the Commission and the governing bodies of the other Parties hereto. Such termination (provided that timely notice is given on or prior to January 1st of any fiscal year) will be effective at the end of the current fiscal year (i.e., June 30th). If notice of termination is given, the withdrawing Party shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget obligations approved for that fiscal year.

SECTION 3. FUNDING

The Parties hereto agree that the local municipalities have sole control of the choice of the funding source approved by the governing body in each governmental unit. The Parties acknowledge the communities have the sole authority to fund the obligations created herein with whatever means they deem appropriate which includes, but is not limited to a dedicated senior millage, contributions from other revenue sources, bonding, or CDBG funds.

Initially, the Parties agree to devote 100% of the tax revenues raised from their respective senior millages to the services and programs supervised by the Commission, with the exception of applicable administrative fees and subject to consent of other local taxing authorities (i.e. TIFA, DDA and Brownfields). Participation in the Active Adult Activity Center and related services and programs by residents of communities not approving a senior millage will be dependent upon the commitment and budgeted expenditures by such communities, or direct invoicing to individual residents, of charges equating to the cost of services provided to such residents. The Parties' Allocation Portion shall be determined by the actual respective dollar contributions of the Parties.

SECTION 4. DISSOLUTION.

Upon three (3) or more of the Parties terminating participation in this Agreement, such termination shall cause a dissolution of the Commission. After satisfaction of any liabilities of the Commission then outstanding, the remaining net assets of the Commission shall be divided and distributed to the Parties based upon their respective Allocation Proportions as established and/or modified pursuant to the provisions of Article V. As to any assets which may not be so divided or distributed, such assets shall be

sold on a commercially reasonable basis, and the net proceeds (after the reasonable costs of sale) distributed to the Parties based upon their respective Allocation Proportions.

SECTION 5. REPORTING.

The Commission shall submit an annual report to the respective communities detailing membership amounts, programming participation, activities and services accomplished and funded by the budget, and any other relevant reporting items reasonably requested.

ARTICLE VII – MISCELLANEOUS PROVISIONS

SECTION 1. AMENDMENTS.

This Agreement may be amended in whole or in any part by written agreement of the Parties. Excepting any decisions for which the terms of this Agreement expressly require approval by each of the respective Parties, adoption of any proposed amendment to this Agreement may be approved by a majority of the communities that are then-Parties to this Agreement.

SECTION 2. APPLICABLE LAWS.

The Commission shall fully comply in all activities with applicable local, state and federal laws, regulations, grant conditions and contract provisions.

SECTION 3. STATE APPROVAL.

As soon as reasonably practicable after the effective date of this Agreement, this Agreement shall be officially submitted to the office of the Governor for approval pursuant to the Urban Cooperation Act of 1967.

SECTION 4. EFFECTIVE DATE.

This Agreement shall be in full force and effect and the Commission shall be considered as established as an operating public corporation on the date this Agreement is executed by all parties and a copy is filed with the Wayne County Clerk.

SECTION 5. DURATION.

This Agreement shall remain in effect and continue on an indefinite basis and shall only be terminated according to the terms hereof.

SECTION 6. NO ASSIGNMENT.

Neither this Agreement nor any of the benefits or responsibilities set forth herein may be assigned by any Party to any third party or agency, excepting only that the Commission may by contract delegate certain duties and responsibilities to one or more Contractors.

CITY OF GROSSE POINTE By: _____

CITY OF GROSSE POINTE FARMS By: _____

CITY OF GROSSE POINTE PARK By: _____

CITY OF GROSSE POINTE WOODS By: _____

CITY OF HARPER WOODS By: _____

SCHEDULE A

2025 Contribution Allocations

City of Grosse Pointe	\$163,639.00
City of Grosse Pointe Farms	\$362,110.00
City of Grosse Pointe Park	\$278,850.00
City of Grosse Pointe Woods	\$322,199.00
City of Harper Woods	\$ 98,906.00

NOTE: Numbers listed are estimates and subject to final determination of taxable values.



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Trombly School Update and Next Steps

SUMMARY: At the request of Mayor Hodges and Mayor Pro Tem Caulfield the City will be discussing updates regarding Trombly School

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Discussion Topic

PREPARED BY: Nick Sizeland, City Manager



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Recreation Commission Appointments

SUMMARY: The Recreation Commission has had two members Roy Edmonds and Stacey Jarvis submit resignations leaving two open spots for the commission. The City thanks Roy Edmonds for his 23 years of service to the community and Stacey Jarvis for her 18 years of service.

Mayor Hodges is recommending the following appointments to fill the vacancies on the Recreation Commission

Roger Basse- 1 Year Term Expiring 2025

Paul O'Donnell- 2 Year Term Expiring 2026

FINANCIAL IMPACT: Not Applicable

RECOMMENDATION: Motion to approve the appointment of Roger Basse for a 1 year expiring in 2025 and Paul O' Donnell for 2 years expiring in 2026

PREPARED BY: Nick Sizeland, City Manager



City of Grosse Pointe Park

Board and Commission Application

First Name: Roger Last Name: Basse
Address: [REDACTED] City/State/Zip: Grosse Pointe Park
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
- ☐ Beautification Commission
- ☐ Planning Commission
- ☐ Ethics Review Board
- ☐ Other: _____
- ☐ Other: _____

- ☐ Tax Increment Finance Authority
- ☒ Parks and Recreation Commission
- ☐ Board of Review

RECEIVED
DEC 06 2023

BY: R. Basse

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

- ☐ City Website ☐ Social Media ☐ Other: Word of mouth

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)

My career background offers strong experience to assist the Parks and Recreation Commission. Changes in my career o



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:

My career business experience will provide expertise in supporting the Parks and Recreation Commission.

Examples of my business experience are as follows:

Franchise: I owned and operated multi store units with The Coffee Beanery, President Tuxedo, and Ziebart Corporation.

Freedom Hill Ampitheater: I was an original partner and General Manager for Freedom Hill in the early development stage

Park Solutions: I am a partner with Park Solutions, an Event Planning company, producing events throughout Metro Detro

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

Bachelor of Arts degree, Michigan State University

Occupation (if retired list former occupation)

District Manager: Bristol Myers Corporation

Franchise owner: Coffee Beanery, President Tuxedo, Ziebart Corporation

Partner and General Manager: Freedom Hill Ampitheater

Partner: Park Solutions

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

Christ Church, Detroit: numerous leadership and community volunteer roles.

Grosse Pointe community sports: Coaching role in multiple sports.

Special Olympics: Bowling coach.

Grosse Pointe South Gridiron Club past President.

Grosse Pointe South football program: coupon book Co-Chair.



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)

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?

No

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.

Roger Basse

9/5/2023

Signature of Applicant

Date



City of Grosse Pointe Park

Board and Commission Application

First Name: PAUL Last Name: O'DONNELL
Address: [REDACTED] City/State/Zip: G.P.P. MI 48230
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: _____

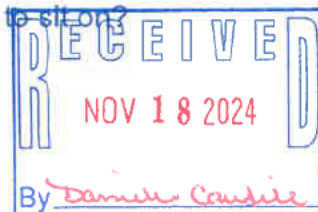
Have you attended meeting(s) of the board and/or commission you are applying to sit on?

- ☐ YES ☒ NO

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

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

SEE ATTACHED (ON BACK)



O'Donnell—Why do you want to serve on this commission?

My main qualification---and reason for wanting to serve---is that I use the parks--both of them---six to seven days a week. I see how the parks operate---and what some of their most popular features are---as well as the demands placed on the Parks and Recreation staff. By using the parks on the slowest winter days, and on the busiest summer days (when attendance at Windmill can reportedly exceed 2,000), I have an overview of the parks' operations.

I have no set agenda regarding the parks' operation. I believe that residents of the Park are lucky to have two fine parks. The parks have different constituencies, and I know that it can be difficult to balance residents' wants and needs. I believe that the Parks and Recreation staff does an excellent job in balancing these priorities.

Finally, decades ago, I was a lifeguard and Parks and Recreation employee at Windmill. Even before that, I was a member of the G.P.P. swim team. All of this has contributed to my interest in serving on this commission.



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:

See attached (on back)

ADDITIONAL INFORMATION

Please briefly summarize the following information:

Education History

B.A. UNIVERSITY OF MICHIGAN

M.A. UNIVERSITY OF MICHIGAN

Ph.D. UNIVERSITY OF MICHIGAN

Occupation (if retired list former occupation)

STATE-CERTIFIED COURT INTERPRETER

RETIRED PROFESSOR, U-M FLINT (FOREIGN LANGUAGES)

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

VOLUNTEER, GROSSE POINTE ANIMAL ADOPTION SOC.

FORMER VOLUNTEER:

SAINT VINCENT DE PAUL (ST. AMBROSE)

GOODWILL INDUSTRIES

CATHOLIC CHARITIES

O'Donnell—Areas of expertise

As an assiduous user of both parks, I have seen (and participated in) numerous Parks and Receptions activities. I am a member—and regular user---of the Meade Fitness Center. I walk on the pier at Windmill---and/or the boardwalk at Patterson--often. I am a regular user of the movie theaters, and skate at the rink at Patterson. I swim in the pool at Windmill almost every day that it is open. I also take my grandchildren to the playscape, and splash pad, at Patterson, as well as to the playground at Windmill. For many years, I rented a rack for my kayak at Patterson.

My visiting both parks goes back decades, back to when the current pool at Windmill didn't exist. This wide experience gives me a unique overview of the programs offered by, and the different demands on, the Parks and Receptions staff and budgets.



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)

FROM 1954 TO 1970; MAY, 2009 TO PRESENT

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.

Signature of Applicant

11/18/24

Date



CITY COUNCIL MEETING

DATE: February 3, 2025

SUBJECT: Amendment and Supplement to Employee Benefits Policy

SUMMARY: Earned Sick Time Act

The Earned Sick Time Act (“ESTA” or “the Act”) mandates that Michigan employers provide Earned Sick Time (“EST”) to all employees, regardless of their employment classification. Currently, paid time off(PTO) is available only to full- and part-time employees. As such, pursuant to ESTA, the City is required to change its policy and practices so that all employees (i.e., full-time, part-time, salary, hourly, seasonal, temporary, remote, election workers, etc.) have access to earn paid time off to attend to personal and family illnesses, injuries, and other reasons that would result in an employee absence/leave. However, employees represented by a collective bargaining agreement (“CBA”) are initially excluded from ESTA. We interpret the statute to say that ESTA does not apply to union employees until after the expiration of a CBA, or in instances where a CBA is silent on the subject of sick time. Our office confirmed the City’s CBAs include provisions that exclude union members from ESTA.

ESTA becomes effective on February 21, 2025, but the Michigan legislature is currently considering revisions to the Act, proposed in HB 4002 of 2025, which passed the House and is under review in the Senate. That stated, we anticipate the law will change in the near future and additional policy revisions will be required. As such, we believe an Addendum is appropriate at this time, with permanent amendments made to the Employee Benefit manual (Exhibit B), following pending legislative action.

Other Fringe Benefits (Rest Breaks)

To utilize public funds, the expenditure must serve a public purpose (Michigan Constitution, Article VII Section 26). Generally, a public purpose is defined as having “for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents within the municipal corporation, the sovereign powers of which are used to promote such public purpose.” (Wayne County v Hathcock, 471 Mich 445, 462; 684 NW2d 765 (2004).) In other words, using City funds must serve some public purpose.

Accordingly, the City’s practice of providing refreshments like coffee or water (not meals) to the City’s employees for use during normal working hours would usually be considered personal, and not for a public purpose. However, when provisions for providing coffee are specifically provided for in a collective bargaining agreement or duly adopted employment policy as a component of compensation (i.e., a fringe benefit), we believe the City may delegate and use public funds to provide such an employee benefit. In our opinion, amending the current Policy manual to adopt the proposed policy addition:

“Other Fringe Benefits: Rest Periods” (Exhibit A) will authorize the City to provide this added fringe benefit.

FINANCIAL IMPACT: The City has budget available under operating supplies. Costs of Earned Sick Time will be calculated at the end of year based on the addition of the new law any changes made and applicable employees this will apply too

RECOMMENDATION: Motion to approve the Resolution to adopt revisions to the Employee benefit manual regarding the addition of Other Fringe Benefits policy and an Addendum to the City benefits manual, regarding implementation of an Addendum regarding Earned Sick Time, effective February 21, 2025, pursuant to the Earned Sick Time Act, and authorize the City Manager to execute and the Clerk to file the same.

PREPARED BY: Nick Sizeland, City Manager

Exhibit A

City of Grosse Pointe Employee Benefit Policy Manual
Amended to Include Other Fringe Benefits, effective February 4, 2025

Other Fringe Benefits

The City provides additional fringe benefits to its employees to support operational effectiveness, employee retention, and to promote a productive work culture. These benefits are provided to all employees and are subject to change at the sole discretion of the City, or as otherwise provided in a collective bargaining agreement. Such added fringe benefits should be considered a component of an employee's compensation but are provided at a level that is not subject to payroll tax or deductions. These fringe benefits are included for the convenience of the City and its employees, to promote public health, safety, general welfare, and contentment of the residents, vendors, and visitors of the City.

Rest Breaks

The City provides employees with a one (1) hour lunch break, or as otherwise provided in a collective bargaining agreement, and allows employees to take short rest breaks before or after the lunch period, as operationally permitted. Employees may access occasional light refreshments provided by the City (i.e., coffee, soda, donuts, etc.) while working extended hours or when departure from City property would prohibit the employee from leaving and returning to work within the allotted rest period. Outside of approved events, the City does not generally provide a meal, or equivalent, and this provision excludes an employee's regular lunch period.

Exhibit B

City of Grosse Pointe Park

Earned Sick Time Policy Supplement to

Non-Union Employee Benefits Policy/Handbook

Purpose

The purpose of this policy is to ensure compliance with the Michigan 2018 Public Act 338, as amended and otherwise known as the Earned Sick Time Act (“ESTA” or “the Act”), effective February 21, 2025. This document shall serve as a supplement to amend or replace current policy or practice affected by ESTA. This supplement shall retire and replace any City practices provided under the Paid Medical Leave Act.

The City of Grosse Pointe Park City typically provides full-time and part-time employees with paid time off fringe benefits so they can enjoy time off with pay, attend to personal matters, or to address personal or family illness/injury. The amount of PTO provided to full-time employees exceeds the paid leave mandated by Michigan’s ESTA. The purpose of this policy is to supplement current City policy and practice in order to extend mandated fringe benefits to all employees.

Scope

This policy shall apply to all City employees, effective February 21, 2025.

Eligible Employees

This policy supplement shall apply to all City employees that are not represented by an unexpired collective bargaining agreement (CBA), to include part-time, seasonal, remote, and temporary employees, including election workers. The current City Benefit Handbook shall be amended so that an Earned Sick Time (EST) bank shall be established for all employees. No other fringe benefit shall be modified by this supplement.

All new employees must complete a 90-day introductory period before using available EST or PTO hours, unless explicitly approved by the City Manager or the Department Head with oversight of a City department(s). The Non- Union Employee Benefits Handbook shall be interpreted to include this waiting provision for all employees hired on or after February 21, 2025.

Effect on Current Policy

The scope of this supplement extends to all current policies in effect, including but not limited to the City’s PTO, Attendance, Leave, and FMLA policy or practices. However, this policy supplement shall not limit either the employer or employee rights or practices afforded by the Family Medical Leave Act (FMLA). This policy shall eliminate and replace the Paid Medical Leave Act Policy.

Earned Sick Time (EST) Hours

ESTA provides that all employees may accrue one (1) hour of EST for every thirty (30) hours actually worked by the employee, up to a maximum of seventy-two (72) hours per year. For administrative ease, instead of accruals, the City shall provide a “front-loaded” EST bank to all employees. Would this be beginning of calendar year or when do you suggest we do this?. Earned Sick Time (“EST”) is defined as time off provided

to employees for reasons related to the employee's or a family member's health, as provided below, and as otherwise outlined in the Act.

Allowed Use of Earned Sick Time (EST)

Eligible employees can use available EST for absence(s) for any of the following reasons:

- The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family members' mental or physical illness, injury, or health condition; or preventive medical care for a family member of the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Specific to the use of EST, the following relationships will be considered as an eligible family member:

- biological, adopted, or foster child, stepchild or legal ward, or a child to whom the Employee stands in loco parentis.
- biological parent, foster parent, stepparent, adoptive parent, or legal guardian of an Employee.
- spouse; or a person who stood in loco parentis when the Employee was a minor child.
- a person to whom the employee is legally married under the laws of any state or a domestic partner.
- grandparents, grandchildren, biological siblings, foster siblings, and adopted siblings.
- any other individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.
- domestic partner, meaning an adult in a committed relationship with another adult, including same-sex and different-sex relationships.
 - "Committed Relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

Annual EST Bank

The City shall provide current eligible employees with an Earned Sick Time bank (EST bank) of seventy-two (72) hours, effective February 21, 2025. The EST bank shall be replenished on January 1, 2026, and each calendar year thereafter. Employees hired after February 21, 2025, shall be provided with an EST bank of seventy-two (72) hours upon hire, which shall be available for use after completion of the 90-day waiting period. The City may pro-rate the EST bank for new hires, based on the anticipated hours to be worked during the remainder of the calendar year. If hours worked exceed the pro-rated allotment and result in the EST bank accruing less than one (1) hour for every thirty (30) hours actually worked, the City shall adjust the EST bank to ensure compliance with the Act.

EST Incremental Use

Employees are encouraged to request EST in advance and to use EST in blocks of time supporting operational effectiveness.

EST Carry Over

Employees can carry over unused EST into the next calendar year, without limitation. However, regardless of the amount of EST hours accumulated, use of EST for all eligible employees is capped at 72 hours of use per calendar year.

Unused EST Upon Separation

All unused, EST will be forfeited at the time of separation. EST has no cash value and shall not be paid out in the manner unused PTO is provided. Accordingly, employees will not be paid for any unused EST at any time, including separation.

Collective Bargaining Agreement Exclusion

Employees represented by an unexpired collective bargaining agreement will not be given a supplement to their Earned Sick Time Bank under this policy, as allowed by law.

Employee Eligibility to Use EST

Current employees may utilize EST for the qualifying reasons listed above, effective February 21, 2025. All employees hired after February 21, 2025, shall be eligible to use EST following completion of a 90-day waiting period, which begins on the date of hire. A 90-day waiting period shall apply before time may be used from any paid time off bank for all employees hired on or after February 21, 2025. The City's current PTO policy and practice shall be interpreted to include this 90-day waiting provision.

Designation of Absence(s)/Leave as EST

When requesting or reporting any absence(s), employees shall state they are using EST or standard PTO banked time. The City shall designate all ESTA qualifying absences as leave using available EST bank hours. This means that employees who take time off for reasons covered by the Act will have the absence designated as leave from their EST bank.

EST and PTO Concurrent Use

Providing EST hours to any full-time or part-time employee shall not result in an increase to an employee's overall paid time off hours. Accordingly, all EST hours will be used concurrently with any available PTO

hours PTO. This means that employees who have other paid time off banks, like PTO, will see a reduction in available hours in both the EST and PTO banks when there is an absence for an EST qualifying reason. This is not to be considered as a reduction to current benefits.

72-Hour Limitation

Specific to the reasons outlined in the Act, EST will be applied to the first qualifying 72 hours of time off. After the initial 72 hours, employees may utilize their regular PTO bank for any additional time off, as allowed under the City's current PTO policy and practice.

EST Request/Notice Process

Employees must provide notice as soon as possible whenever the need for EST time is foreseeable. In cases where the need is unforeseeable, employees must follow regular call-in procedures to the extent possible. When an absence or leave is foreseeable, employees are expected to provide seven (7) days' notice to utilize available EST or PTO hours. In other words, a request for EST or PTO should be submitted to allow reasonable time for the City to arrange for appropriate coverage during the employee's approved absence. In accordance with current policy, an employee may not request unscheduled PTO with a minimum of 24 hours in advance, except in the event of an emergency.

In the event EST leave is not foreseeable, employees should notify their immediate supervisor as soon as practicable. Employees must follow the standard call-in procedure, which shall require employees to state the type of leave (i.e., PTO, EST, FMLA, etc.) when requesting or providing notice of absence(s). However, an employee is not required to provide the specific reason for EST absence(s), nor to provide supporting documentation substantiating the need for the leave when an EST absence is more than three (3) consecutive scheduled workdays or less (unless otherwise required by the FMLA).

Should it become necessary for an employee to leave work for a qualifying reason, as prescribed under the Act, employees should notify their immediate supervisor before leaving their place of employment.

EST Documentation and Verification

For absences of more than (3) consecutive scheduled workdays or more, the City may require reasonable documentation to verify that the use of EST is consistent with the reasons outlined in the Act. This provision shall not otherwise limit either the City or employee's rights under the FMLA. EST shall run concurrently with FMLA, or other medical/disability leave, as applicable.

Reasonable documentation of illness/injury includes a note from a healthcare professional that indicates that the leave is necessary for a covered purpose. In the case of leave for violence, a police report, signed statement, or court document indicating the reason for leave will be considered reasonable documentation. If documentation is required, the City shall pay any costs charged to the Employee by the healthcare provider for providing the specific documentation. The Employee shall provide documentation of the incurred costs. This provision applies only to costs documenting use of EST and shall not apply for the use of non-concurrent PTO.

Non-Retaliation

The City of Grosse Pointe Park prohibits retaliation or discrimination against employees who utilize their earned sick time in compliance with this policy and the Earned Sick Time Act. Any questions related to this policy provision can be directed to the City Manager.

Policy Review

This policy is subject to review and may be amended to ensure compliance with changes in applicable laws and regulations. Specifically, this policy shall be immediately revised to reflect any amendments to the Earned Sick Time Act, unless explicitly stated otherwise by the City. Upon the expiration of a collective bargaining agreement or employment contract, this policy shall apply to such represented employees, to the extent required by the Act.

Exhibit C



Michigan Department of Labor & Economic Opportunity

Wage and Hour Division

PO Box 30476

Lansing, MI 48909-7976

REQUIRED POSTER



GRETCHEN WHITMER

GOVERNOR

SUSAN CORBIN

DIRECTOR

GENERAL REQUIREMENTS – EARNED SICK TIME ACT*

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

Earned Sick Time Accrual

Number of Employees	Minimum Accrual	Minimum Paid Sick Time	Unpaid Sick Time
Less than 10 employees	1 hour for every 30 hours	40 hours in a year	32 hours (if more than 40 accrued)
10 or more employees	1 hour for every 30 hours	72 hours in a year	

- Earned sick time shall carry over from year to year, a business with less than 10 employees is not required to permit an employee to use more than 40 hours of paid earned sick time and 32 hours of unpaid earned sick time in a single year, employers with 10 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
 - Denial of any right guaranteed under this act.
 - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
 - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
 - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy shall not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation, whichever is later, may do any of the following:

- Bring a civil action for appropriate relief, including, but not limited to, payment for used earned sick time; rehiring or reinstatement to the employee's previous job; payment of back wages; reestablishment of employee benefits to which the employee otherwise would have been eligible if the employee had not been subjected to retaliatory personnel action or discrimination; and an equal additional amount as liquidated damages together with costs and reasonable attorney fees as the court allows.
- File a claim with the department, which shall investigate the claim. Filing a claim with the department is neither a prerequisite nor a bar to bringing a civil action.

*For precise language of the statute, see Public Act 338 of 2018, as amended

Auxiliary aids, services and other reasonable accommodations are available, upon request, to individuals with disabilities.

www.michigan.gov/wagehour • Toll Free 1-855-4MI-WAGE (1-855-464-9243)

WHD 9911 (Revised 8/22/2024)

Exhibit D

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

**RESOLUTION
REGARDING SUPPLEMENTS TO THE CITY’S BENEFIT POLICY**

At a regular meeting of the City Council of the City of Grosse Pointe Park, Wayne County, Michigan (the “City”), held on _____, 2025.

PRESENT:

ABSENT:

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

WHEREAS the City maintains a Benefit Policy document that provides an overview of benefits provided to, and excluding some, City employees; and

WHEREAS the Benefit Policy document requires amendments or supplements from time-to-time to adequately illustrate fringe benefits provided to City employees and to ensure compliance with applicable laws; and

WHEREAS the current Benefit Policy document, as last amended on November 12, 2024, excludes certain fringe benefits related to rest breaks, which are currently provided to employees as a component of compensation, but are not included in the policy document; and

WHEREAS provisions of the Earned Sick Time Act (2018 Public Act 388) mandate all Michigan employers must provide Earned Sick Time to all employees, to include specific reasons allowing use of the same Earned Sick Time; and

WHEREAS the current City policy and practice does not provide Earned Sick Time, or the equivalent of the same or similar paid time off hours, to employees that are not classified as full-time.

NOW, THEREFORE BE IT RESOLVED that the City of Grosse Pointe Park shall update its Benefit Policy to include other fringe benefits related to rest periods, as provided in *Exhibit A*.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City shall utilize a supplemental Earned Sick Time policy to provide such mandated benefit to all employees, as outlined in *Exhibit B*.

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 _____, 2025, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this _____ day of _____, 2025.

Bridgette Bowdler
Clerk of the City of Grosse Pointe Park