



## AGENDA - Tax Increment Finance Authority

---

DATE: September 4, 2025 7:00 PM City Council  
Chambers

- I. Call to Order
- II. Roll Call
- III. Appointment of TIFA Director
  - I. Appointment of City Manager to TIFA Director
- IV. Informational Meeting
  - I. Activity Highlights
- V. Approval of Meeting Minutes
  - I. Approval of June 5th, 2025 Minutes
- VI. Public Comment (Agenda Items)
- VII. Unfinished Business
- VIII. New Business
  - I. Municipal Landscape Agreement
  - II. Closed Session MCL 15268 1(h)
  - III. Closed Session MCL 15.268 1(d)
- IX. Public Comment (Non-Agenda Items)
- X. Adjournment

**Public Comment:** Public Comments are limited to three minutes.

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



# TAX INCREMENT FINANCE AUTHORITY MEETING

DATE: September 4, 2025

**SUBJECT:** Activity Highlights

**SUMMARY:** As required under PA 57 of 2018 the TIFA hosts two informational meetings in the year to discuss activities and projects of the TIFA District. Our last informational meeting was on November 7, 2024

## **Charlevoix Streetscape**

The Charlevoix Streetscape project is at about 60% of its schedule and next steps. The TIFA has hosted two community meetings in January and March of this year. The third public engagement will take place at the After 6 on Kercheval on June 28th. Currently the administration is working with OHM to develop a plan for construction phases to find the least amount of impact to the area and local businesses. We are also working on property coordination with several homes and businesses that will impact including fence lines, landscaping and consideration of easements. Utility coordination with DTE is in progress to ensure minimal impact and project understanding for DTE.

## **Preliminary Fiscal Year 2026 Budget**

The proposed budget includes • Annual revenues: \$1,382,000 • Non-streetscape expenditures: \$665,572 • Charlevoix streetscape project allocation: \$716,428

## **FY 2026 Residential Improvement Grant Program**

\$120,000 has been approved for the RIG program with the maximum distribution for the grant in the amount of \$5,000. Last Fiscal Year the program funded 50% with the total maximum award of \$4,000. Eligible projects include the following of • Front and rear building façade improvements. Façade improvements include porches, overhangs, railings, and stairs. Regular maintenance items such as tuck-pointing are not eligible. • Side facades to the extent that they are visible to the public eye • Enhanced front entryways • Aesthetic improvements (such as awnings) • Fencing along alleyways or in a street-side yard. • Structural and cosmetic upgrades to garages • Pouring expanded concrete parking pads • Painting only as part of a comprehensive façade improvement project • Doors and windows if part of a comprehensive façade improvement project

## **FY 2026 Commercial Improvement Grant Program**

The FY 2026 budget allocates \$60,000 for this initiative. A dollar-for-dollar match will be required, with a maximum grant of \$10,000, for projects with a total cost of at least \$20,000. The grant will support various types of façade improvements.

**FINANCIAL IMPACT:** Not Applicable

**RECOMMENDATION:** Review and Listen to Informational Session

**PREPARED BY:** Nick Sizeland, City Manager



Tax Increment Finance Authority MEETING - March 6, 2025  
7:00 PM

CALL TO ORDER

Vice-Chair Anton called the meeting to order at 7:02 AM.

ROLL CALL

MEMBERS PRESENT: Mullen, Robson, King-Piepenbrok, Chamberlain, Anton, Czerny, and Secord (arrived at 7:24)

MEMBERS ABSENT: Cousineau, Ralstrom, Tompkins, and Distel

ALSO PRESENT: Warren Rothe, Director

APPROVAL OF MEETING MINUTES

APPROVAL OF MEETING MINUTES:  
APPROVAL OF JANUARY 15, 2025 MINUTES

Motion by Chamberlain, seconded by Robson to approve the January 15, 2025 Minutes.

The motion passed unanimously by voice vote.

PUBLIC COMMENT

No public comments were given.

UNFINISHED BUSINESS

NEW BUSINESS

NEW BUSINESS:

CONSIDERATION OF THE PRELIMINARY FISCAL YEAR 2026 BUDGET

Director Rothe presented the FY 2026 budget and the FY 2025 Year to Date Financial Report. The Board discussed both items and asked questions to Director Rothe.

Motion by Mullen, seconded by Chamberlain to receive the file the Year to Date Financial Report as presented.

The motion passed unanimously by voice vote.

NEW BUSINESS:

APPROVE FY 2026 RESIDENTIAL IMPROVEMENT GRANT PROGRAM

Director Rothe presented an overview of the proposed FY 2026 Residential Improvement Grant program.

NEW BUSINESS:

APPROVE FY 2026 COMMERCIAL IMPROVEMENT GRANT PROGRAM

Director Rothe discussed the proposed Fiscal Year 2026 commercial grant program. The Board asked questions, including about starting the program early in fiscal year 2025.

Motion by Mullen, seconded by King-Piepenbrok to recess the meeting at 8:00 PM.

The motion passed unanimously by voice vote.

The meeting reconvened at 8:02 PM.

Motion by Mullen, seconded by Chamberlain to amend the FY 2025 budget by appropriating \$20,000 from fund balance to launch the commercial grant program in the current fiscal year.

The motion passed unanimously by voice vote.

Motion by Robson, seconded by Mullen to approve the preliminary FY 2026 budget and send it to the City Council for their consideration.

The motion passed unanimously by voice vote.

Motion by Chamberlain, seconded by King-Piepenbrok to approve the FY 2026 Residential Grant Program.

The motion passed unanimously by voice vote.

Motion by Chamberlain, seconded by Mullen to approve the FY 2026 Commercial Grant Program.

The motion passed unanimously by voice vote.

#### ADJOURNMENT

Motion by Chamberlain, seconded by Mullen to adjourn the meeting.

The motion passed unanimously by voice vote.

The meeting adjourned at 8:12 PM.



# TAX INCREMENT FINANCE AUTHORITY MEETING

DATE: September 4, 2025

**SUBJECT:** Municipal Landscape Agreement

**SUMMARY:** The City of Grosse Pointe Park solicited a Request for Proposals to obtain costs and continue enhancing beautification efforts of the City, TIFA and DDA Districts. Currently Parks and Recreation with the assistance from the Public Works Department maintains landscaping of the streetlight flower pots, sidewalk beds and parking lots in the TIFA District (Mack, Charlevoix, Kercheval) which includes weeding, watering, pruning, planting of flower pots, litter clean up and spring/fall clean up. Due to the amount of landscaping to maintain our local businesses have also chipped in to assist and we sincerely appreciate their efforts.

In other communities It is fairly common practice among DDA's and TIFA's to utilize the services of a contractor to maintain these areas. In the Grosse Pointe Park DDA, they currently utilize Backer Landscaping for assistance. The request for services will also go to the City and the DDA district to be under one contract handled by the TIFA with the DDA and City paying the TIFA.

The challenge of City staff completing this task is for flower pots on the light poles it takes 2 staff members for flowers, 8 hrs a day 3 days a week or 48 hours. In addition every 1-2 weeks from mid-May-September we have 4 staff members tend to flower beds, parking lots with each employee working 40 hours in our business district instead of work they could otherwise tend to Patterson and Windmill Pointe Park.

Proposals			
Company	Cost Per Month, TIFA	Watering per Month	Total
Backer Landscaping	\$5,826.43	\$2,340.00	\$40,832.15
Landscape Services, Inc	\$9,088.71	\$2,975.00	\$60,318.55
Russell Landscaping	\$5,957.42	Included in total	\$29,787.10
Green Meadows Landscaping	\$3,487.14	\$2,950.00	\$32,185.70

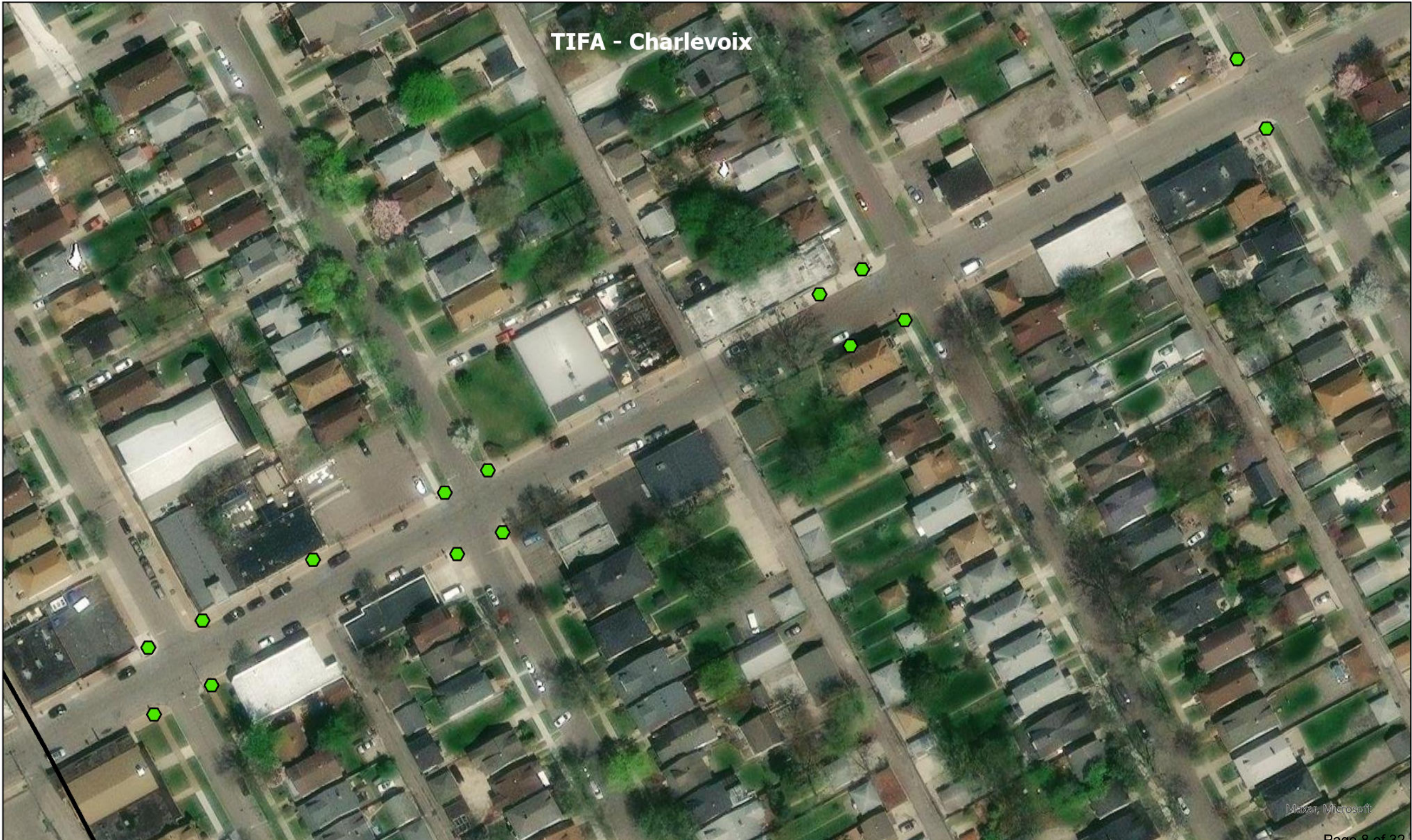
The City in the RFP requested contractors to break out watering and mulching if chosen in their bids. Based on the price and quality of work from references from the City of Troy and Dearborn I am recommending the award to Russell Landscaping. The RFP is a two year agreement with the second year being an option

**FINANCIAL IMPACT:** \$29,787 over a 5 month period in 2025 and \$11,914 in April-June 2026

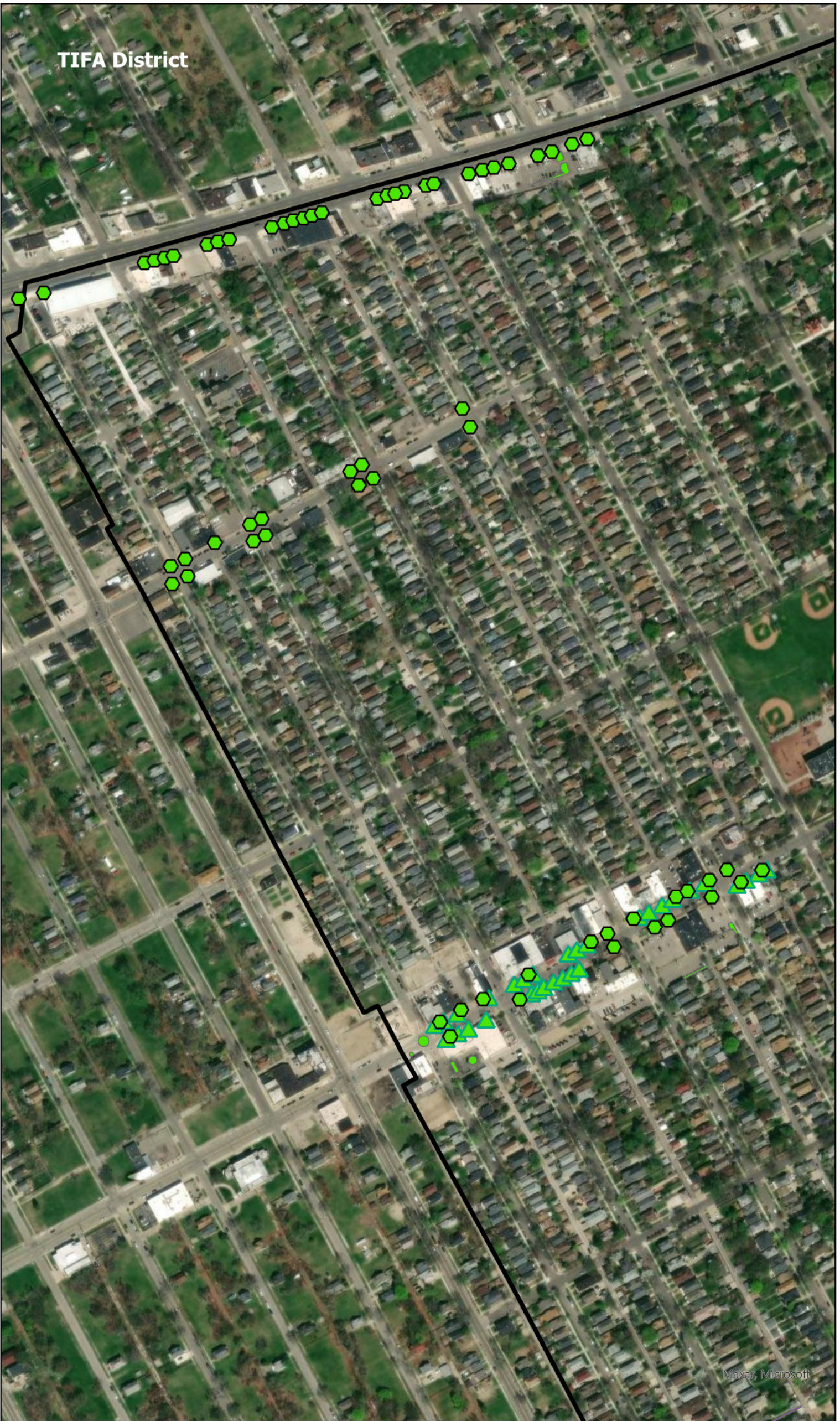
**RECOMMENDATION:** Motion to approve the contract between Russell Landscaping and the Grosse Pointe Park Tax Increment Finance Authority

**PREPARED BY:** Nick Sizeland, City Manager

TIFA - Charlevoix



TIFA District



TIFA - Kercheval



TIFA - Mack Avenue





**REQUEST FOR PROPOSALS  
MUNICIPAL LANDSCAPE MAINTENANCE  
CITY OF GROSSE POINTE PARK, MICHIGAN**

ISSUED: March 11, 2025

SUBMITTAL DEADLINE: 2:00 pm April 11, 2025

Submittals/Proposals are due at 2:00 p.m. on Friday April 11, 2025. Proposals shall be submitted in a sealed package clearly marked as indicated:

Company/Firm Name  
"Proposal for Municipal Landscape Maintenance "

Proposals shall be submitted to:

City of Grosse Pointe Park  
Attn: City Clerk  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI, 48230

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

Russell Landscaping Inc  
25305 Little Mack Ave.  
Saint Clair Shore, MI 48081



Subject: Proposal for Landscaping Services

Dear City of Grosse Pointe Park,

I am writing to formally express Russell Landscaping Inc.'s interest in providing high-quality landscaping services for the City of Grosse Pointe Park. Established in 1989, our company has been a trusted leader in the landscaping industry for over three decades. Our team consists of highly trained professionals with extensive experience in commercial landscaping and municipal projects, ensuring that we deliver exceptional results tailored to the unique needs of each community we serve.

At Russell Landscaping Inc., we take great pride in our commitment to excellence, compliance, and safety. We meet all insurance requirements and strictly adhere to all state, local, and federal laws governing our industry. Additionally, our dedication to advancing landscaping standards is demonstrated through the leadership of our owner, Brett Russell, who serves on the Board of Directors at the Michigan Green Industry Association. His role in the association helps set higher industry benchmarks, ensuring our company remains at the forefront of best practices and innovation.

We would appreciate the opportunity to discuss how our services can benefit the City of Grosse Pointe Park. We are confident that our experience, professionalism, and dedication to quality will make us a valuable partner in maintaining and enhancing the city's landscape.

Please feel free to contact us at your earliest convenience to arrange a meeting or discuss potential opportunities. We look forward to the possibility of working together.

Sincerely,

Brett Russell

Owner, Russell Landscaping Inc.

Russell Landscaping Inc.  
 25305 Little Mack  
 St Clair Shores, MI 48081  
 brett.russellcompanies@gmail.com

'estimate'  
 4147



**ADDRESS**

City of Grosse Pointe Park  
 15115 E. Jefferson Ave.  
 Grosse Pointe Park, MI 48230

DATE  
 03/25/2025

TOTAL  
 \$41,702.00

**PROJECT**

TIFA DISTRICT

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Spring Clean Up</b> Kercheval - Spring Clean up of all Leaves, Debris, Sticks, Garbage, Cut down any remaining perennials from prior season.	1	1,300.00	1,300.00
	<b>Spring Clean Up</b> Mack - Spring Clean up of all Leaves, Debris, Sticks, Garbage, Cut down any remaining perennials from prior season.	1	600.00	600.00
	<b>Spring Clean Up</b> Charlevoix St. - Spring Clean up of all Leaves, Debris, Sticks, Garbage, Cut down any remaining perennials from prior season.	1	600.00	600.00
	<b>Fall Clean Up</b> Kercheval - Fall Clean up of all Leaves, Debris, Sticks, Garbage, Cut down all perennials as needed.	1	1,800.00	1,800.00
	<b>Fall Clean Up</b> Mack Ave. - Fall Clean up of all Leaves, Debris, Sticks, Garbage, Cut down all perennials as needed.	1	700.00	700.00
	<b>Fall Clean Up</b> Charlevoix St. - Fall Clean up of all Leaves, Debris, Sticks, Garbage, Cut down all perennials as needed.	1	700.00	700.00
	<b>Annual Flowers</b> Kercheval - Plant Annual Flower display on municipal light poles (15 Pots) Petunia Variety	15	130.00	1,950.00
	<b>Water</b> Kercheval - Water Light Pole Flowers 3x/Week May thru October	72	107.00	7,704.00
	<b>Gardening</b> Wayburn/Kercheval Traffic Circle - Weeding (x10) ,Trimming (x2), Planting	10	55.00	550.00
	<b>Gardening</b> Kercheval - Sidewalk Garden Beds - Weeding (x10), Trimming(x2), Planting	10	520.00	5,200.00
	<b>Gardening</b> Kercheval - Parking Lot Behind Corewell Health - Weeding (x10) and Trimming hedges along fence line (x2)	10	45.00	450.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Annual Flowers</b>	3	130.00	390.00
	Kercheval - Plant Annual Flower Display in Bench Pots near Bricks Pizzeria (3) Pots Petunia Variety			
	<b>Annual Flowers</b>	16	130.00	2,080.00
	Mack Ave. - Plant Annual Flower display on municipal light poles (16) Pots Petunia Variety			
	<b>Water</b>	72	114.00	8,208.00
	Mack Ave. - Water Light Pole Flowers 3X/Week May thru October			
	<b>Gardening</b>	10	45.00	450.00
	Mack Ave. - Parking Lot next to Cracked Egg - Weeding (x10), Trimming (x2), Maintain Current vegetation			
	<b>Annual Flowers</b>	14	130.00	1,820.00
	Charlevoix St. - Plant Annual Flower Display on Municipal light poles (14) Pots Petunia Variety			
	<b>Water</b>	72	100.00	7,200.00
	Charlevoix St. - Water Light Pole Flowers 3X/Week May thru October			
	<b>Mulch</b>			
	\$85/Yard Installed. Areas to be approved and selected by staff			
	<b>Total</b>	1	0.00	0.00
	(7) Payments of \$5,957.42 Due the first of each month April thru October Plus Planting Plus Mulch			

TOTAL

\$41,702.00

THANK YOU.

Accepted By

Accepted Date

## Native Plant Recommendations

### Full Guide

#### Michigan State University Extension - Southern Lower Peninsula

Where to purchase: [List of Native Plant Nurseries \(Map\)](#)

#### **Shade:**

*Geranium maculatum*, Wild Geranium  
*Aquilegia canadensis*, Red Columbine  
*Solidago caesia*, Blue-stemmed Goldenrod  
*Eurybia macrophylla*, Big-Leaved Aster  
*Adiantum pedatum*, maidenhair fern  
*Matteuccia struthiopteris*, ostrich fern  
*Phlox divaricata*, woodland phlox

\$45/Each Installed.

#### **Full to Partial:**

*Echinacea purpurea*, Purple Coneflower  
*Zizia aurea*, Golden Alexander  
*Asclepias tuberosa*, Butterfly Weed  
*Rudbeckia fulgida*, Orange Coneflower  
*Pycnanthemum muticum*, Clustered Mountain Mint  
*Penstemon digitalis*, Foxglove Beard tongue  
*Rudbeckia fulgida*, black-eyed susan  
*Rudbeckia triloba*, brown-eyed susan  
*Saururus cernuus*, lizard's tail (good for/needs wet soil)

\$45/Each Installed.

#### **Shrubs:**

*Diervilla lonicera*, Dwarf Bush Honeysuckle  
*Baptisia australis*, Blue Wild Indigo  
*Lindera benzoin*, Northern Spicebush  
*Cornus sericea*, Red-osier Dogwood  
*Ceanothus americanus*, New Jersey tea  
*Physocarpus opulifolius*, ninebark

\$60/Each Installed.

\$35/Each Installed.

#### **Grasses and Sedges:**

*Sporobolus heterolepis*, Prairie Dropseed  
*Schizachyrium scoparium*, Little Bluestem  
*Carex rosea*, Wood Sedge  
*Panicum virgatum*, switch grass

\$30/Each Installed.



RUSSLAN-01

MVARGAS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oakland Insurance Agency 8055 Ortonville Road Clarkston, MI 48348	CONTACT NAME: PHONE (A/C, No, Ext): (248) 647-2500 FAX (A/C, No): (248) 647-4689 EMAIL ADDRESS: certrequest@oaklandinsurance.com
INSURER Russell Landscaping Inc. 25305 Little Mack Ave St. Clair Shores, MI 48081	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co. NAIC # 21415 INSURER B: Emcasco Insurance Company NAIC # 21407 INSURER C: INSURER D: INSURER E: INSURER F:

### COVERAGES

### REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	X	BBC3388	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBLI AGGREGATE \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	6E71187	4/1/2025	4/1/2026	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		6J71187	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED? <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	6H71187	4/1/2025	4/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/rented		6C71187	4/1/2025	4/1/2026	100,000
A	Stored materials		6C71187	4/1/2025	4/1/2026	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**MUNICIPAL LANDSCAPE MAINTENANCE CONTRACT  
GROSSE POINTE PARK TAX INCREMENT FINANCING TIFA  
GROSSE POINTE PARK, MICHIGAN**

This Municipal Landscape Maintenance Contract (the "Contract") is entered into and effective as of \_\_\_\_\_, 2025, by and between the **City of Grosse Pointe Park** (the "City") **Tax Increment Financing TIFA** located at 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230, hereinafter referred to as the "TIFA", and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the "Contractor."

**RECITALS**

**Whereas**, the City in conjunction with the TIFA and the City of Grosse Pointe Park Downtown Development Authority ("DDA") issued a Request for Proposals, Municipal Landscape Maintenance, City of Grosse Pointe Park, Michigan ("RFP"), which is attached hereto as **Exhibit A** and incorporated herein by reference;

**Whereas**, the Contractor submitted an eligible bid proposal, which is attached hereto as **Exhibit B** and incorporated herein by reference that has been accepted by the City, TIFA, and DDA for completion of the desired services, including those specifically set forth in Attachment B of the RFP;

**Whereas**, the TIFA, the City, and the DDA desire to award this Contract to the Contractor and the Contractor has agreed to enter into this Contract and perform the services set forth herein and included in the RFP and the attachments thereto; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services to be performed by Contractor. The RFP includes the general duties, requirements, and responsibilities to be performed by the Contractor as set forth and detailed in the RFP, including those specifically set forth in Attachment A of the RFP.
2. Conflict. In the case of a conflict between the services set forth in the RFP, including Attachment A thereto and the Contractor's bid proposal, the RFP, including the Attachments thereto shall control.
3. Project Work Area. The project work area set forth and detailed in the RFP, including those specifically set forth in Attachment A of the RFP includes the areas to be serviced by the Contractor.
4. Term and Termination. The following provisions shall control the term and termination of this Contract:
  - 4.1 Term. This Contract commences on \_\_\_\_\_, 2025, and continues until **June 30, 2026** (the "Initial Term"), at which time it shall expire on its terms.

- 4.2 Renewal. Prior to the expiration of the Initial Term, the TIFA and Contractor may renew this Contract for a “Renewal Term.” If the parties hereto decide to renew the Contract, then the Renewal Term shall begin on **July 1, 2026**, and continue until **June 30, 2027**. The parties may agree to renew this Contract for successive Renewal Terms that shall commence on July 1<sup>st</sup> and end on June 30<sup>th</sup> of the following year.
- 4.3 Termination. The TIFA may terminate this Contract before the end of the Initial Term by providing written notice to the Contractor if the Contractor materially breaches any provision of this Contract.
5. Payment.
- 5.1 Payment. The TIFA shall pay the Contractor pursuant to the Billing Process as more fully set forth and detailed in the RFP. In order to effectuate the billing process, the Contractor shall submit a monthly invoice that provides a detailed description of the dates of service, types and locations of services performed. The TIFA representative shall review the invoice and service documentation and submit the invoice for payment to the TIFA Board.
- 5.2 Right to Withhold Payment. The TIFA may withhold payment from the Contractor if the TIFA determines the Contractor’s work is unsatisfactory, incomplete, does not match the invoice for payment, or not in compliance with the RFP or the Attachments thereto.
- 5.3 Notice of Deficiency. If the TIFA finds the Contractor’s work unsatisfactory, incomplete, does not match the invoice for payment, or is not in compliance with the RFP or the Attachments thereto, then the TIFA may provide notice to the Contractor within 14 days of discovering the issue. If the TIFA provides a notice of deficiency to the Contractor, then the TIFA shall detail the deficiency and specify the corrective action required. The TIFA shall not pay or reimburse the Contractor for services rendered or materials used in correcting the deficient work.
- 5.4. Opportunity to Cure Deficiency. The Contractor shall cure the deficiency within 7 days of receiving a notice of deficiency from the TIFA. If the Contractor fails to remedy the deficiencies within 7 days, then the TIFA may:
- (a) Withhold the amount of the deficient work;
  - (b) Hire a third party to remedy the deficiency with costs deducted from the Contractor’s payment; or
  - (c) Pursue any other remedies available under this Contract or applicable law.
- 5.5 Post Cure Deficiency Payment. After the deficiency has been cured in accordance with the TIFA’s reasonable satisfaction, the TIFA shall release the payment as set forth in Section 7.1 of this Agreement.

6. Use of Streets and Right-of-Ways. The Contractor's operations in public streets, sidewalks, and public right-of-ways shall be confined to as small a space as practicable, so as not to cause an undue inconvenience to the public, motorists, pedestrians, businesses or abutting properties, and shall be subject to approval by the TIFA.
7. Maintenance of Service. The Contractor shall be responsible for ensuring that drainage paths to existing sewer and storm drain facilities are not blocked as a result of work activities associated with these specifications or contract. During the progress of work, the Contractor shall accommodate both vehicular and pedestrian traffic and shall maintain free access to fire hydrants, water, and gas valves. In the event of the Contractor's failure to comply with these provisions, the TIFA may cause the same to be done and will deduct the cost of such work from any money due or to become due to the Contractor under this contract, but performance of such work by the TIFA, shall serve in no way to release the Contractor from its general or particular liability for the safety of the public or the work.
8. Cleanliness of the Work. The Contractor shall keep the work and all property occupied by it in a neat and orderly condition at all times. Waste material, rubbish, and debris shall not be allowed to accumulate. Contractor's equipment and excess materials shall be promptly removed from public property, as they become no longer needed for the progress of the work or at completion of the contracted work.
9. Water Supply. Unless otherwise authorized by the TIFA, the Contractor shall be responsible for using his own water supply and related equipment for watering of planting beds and planters.
10. Materials and Equipment. The Contractor shall furnish all labor, materials, tools, equipment, utilities, transportation, and supervision necessary to perform and complete all work under the terms of this contract in a satisfactory manner. The Contractor shall bear the risk of loss for equipment and materials until the work under this contract is complete and all equipment and excess material is removed from the work area.
11. Ordinances and Codes. All work shall be conducted in accordance with all local, state, and federal rules and regulations and all established codes and best management practices applicable thereto and shall conform in all respects to requirements of all competent authorities having jurisdiction thereover.
12. Compliance with MIOSHA. All of the Contractors and subcontractors operations and construction equipment shall comply with requirements of the Michigan Occupational Safety and Health Act insofar as they apply to the work to be performed under this Contract.
13. Use of Subcontractors. The Contractor shall not subcontract, sublet, or transfer this Contract of any portion hereof or any payment due to it hereunder, without the written consent of the TIFA.
14. Special Events. Special events are scheduled at certain locations in the project work area from time to time that will require modifications to the schedule, services, and locations of services under this Contract. The TIFA will provide the Contractor at least five (5) days' notice prior to such special events.

15. Monthly Progress Meetings. The project supervisor shall be available to meet with the TIFA representative on a monthly basis to review work activities and progress under this Contract. Additional meetings may be requested by the TIFA if necessary to address additional service needs or unforeseen circumstances.
16. Governance. This Contract shall be construed in accordance and governed by the laws of the State of Michigan and situs for any claims shall be Wayne County, Michigan.
17. Interpretation. For purposes of interpretation of this Contract, neither the TIFA nor the Contractor shall be deemed to have been the drafter of this Contract.
18. Construction. This Contract has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties hereto. This Contract therefore shall not be construed against any party to this Contract.
19. Modification. This Contract shall not be modified, altered, or amended except through a written amendment signed by a duly authorized representative of both the TIFA and the Contractor.
20. No Third-Party Beneficiaries. This Contract is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.
21. Counterparts. This Contract may be executed in several counterparts each of which shall be deemed one and the same Contract. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.
22. Captions and Bylines. The captions and bylines used in this Contract are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Contract.
23. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
24. Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Inclusion of RFP and Response Documents. The RFP documents, including the associated Attachments and approved bid proposal from Contractor are part of this Contract and incorporated herein by reference. This Contract shall take precedence in case of any conflict between this Contract and any bid document.

This is the entire Contract between the parties and no modification or variation of the same shall be recognized except in writing by the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025, in the City of Grosse Pointe Park, Michigan.

By TIFA:

City of Grosse Pointe Park

Tax Increment Financing Authority

Attn: TIFA Director

1511 E. Jefferson Avenue

Grosse Pointe Park, Michigan 48230

By Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit A**  
**RFP**

**Exhibit B**  
**Contractor's Bid**

**REIMBURSEMENT AGREEMENT BETWEEN THE GROSSE POINTE PARK TAX INCREMENT FINANCE AUTHORITY, THE CITY OF GROSSE POINTE PARK, AND THE CITY OF GROSSE POINTE PARK DOWNTOWN DEVELOPMENT AUTHORITY REGARDING LANDSCAPING SERVICES**

This **REIMBURSEMENT AGREEMENT** (the “Agreement”), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Agreement Date”), and effective the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the **GROSSE POINTE PARK TAX INCREMENT FINANCE AUTHORITY**, whose address is 15115 Jefferson Avenue, Grosse Pointe Park, Michigan 48230 (hereinafter “TIFA”), the **CITY OF GROSSE POINTE PARK**, whose address is 15115 Jefferson Avenue, Grosse Pointe Park, Michigan 48230 (hereinafter “City”), and the **GROSSE POINTE PARK DOWNTOWN DEVELOPMENT AUTHORITY**, whose address is 15115 Jefferson Avenue, Grosse Pointe Park, Michigan 48230 (hereinafter “DDA”). The TIFA, City, and DDA are hereinafter collectively referred to as the “parties” or the party if in the singular.

**RECITALS:**

**WHEREAS**, the City in conjunction with the TIFA and City Downtown Development Authority (“DDA”) issued a Request for Proposals, Municipal Landscape Maintenance, City of Grosse Pointe Park, Michigan (hereinafter “RFP”);

**WHEREAS**, responses to the RFP have been collected and tabulated and staff representing the City, TIFA, and DDA have recommended a lowest responsible bidder (“Contractor”);

**WHEREAS**, it is estimated that the total cost of the services to be performed by the Contractor will be invoiced as follows: (1) to the TIFA \$41,701; (2) to the DDA \$9,289; and to the City \$5,499;

**WHEREAS**, as the majority of the RFP involves property under the control of the TIFA, the TIFA has agreed to execute the contract with the Contractor and being reimbursed thereafter by the City and the DDA for their share of the contract; and

**WHEREAS**, upon execution of this Agreement, the parties all consent to the TIFA executing a contract with the Contractor to perform the Municipal Landscape Maintenance services set forth and detailed in the RFP (the “Landscape Contract”);

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**ARTICLE I**  
**INTRODUCTORY PROVISIONS**

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

**ARTICLE II**  
**EXECUTION OF DOCUMENTS**

The parties agree to execute any and all documents as required by legal counsel necessary for transferring of funds to the TIFA to pay for the party's cost of the Landscaping Contract, which is attached hereto as **Exhibit A** and incorporated herein by reference.

**ARTICLE III**  
**PAYMENT TO VENDORS BY THE DDA**

The TIFA shall pay the Contractor as it performs the services set forth and detailed in the RFP and the Landscaping Contract. It is expressly agreed that the City and the DDA shall not be responsible in any way for the payment to the Contractor performing any service related to the Landscaping Contract even if those costs were for the direct benefit of the City or the DDA.

**ARTICLE IV**  
**COST ESTIMATE/REIMBURSEMENT**

The cost estimate for the services to be performed by the Contractor is as follows for each party:

- TIFA: \$41,701
- City: \$5,499
- DDA: \$9,289

Within one (1) month of the execution of this Agreement, the parties shall mutually determine the date(s) when the City and the DDA will pay the TIFA their share of the services provided by the Contractor in their respective jurisdictions. In no case shall the payment from the City and the DDA be made after June 30<sup>th</sup> of each year, beginning June 30, 2026.

**ARTICLE V**  
**ADDITIONAL LANDSCAPE AREAS**

If, in the future, the TIFA, City or DDA decides that there are other areas within their respective jurisdictions that they would like the Contractor to perform Landscaping or other services, the party requesting the additional services shall be solely responsible for the cost of those services. The amounts paid by the TIFA, City, or the DDA as set forth in Article IV of this Agreement shall be adjusted accordingly.

**ARTICLE VI**  
**DURATION OF AGREEMENT; DEFAULT**

**6.1. Duration of Agreement.** This Agreement shall continue until one of the following events:

1. The Landscaping Agreement terminates;
2. The Parties mutually agree to terminate this Agreement in writing;
3. If some of the parties desire to extend the current Landscaping Contract and one or more of the parties desires not to be included, the party desiring to be excluded shall not be included in any Extended Term of the Landscaping Contract and shall be released from this Agreement once all sums due and owing to the TIFA are paid in full.

**6.2. Remedies upon Default.** It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed by a party and shall be cumulative. Notwithstanding anything to the contrary contained in this Agreement, any right or remedy or any default hereunder, which are the unconditional and irrevocable obligation of a party, shall never be determined to be waived. No waiver or waivers of any breach or default (or any breaches or defaults) by any party or of performance by any party or any duty or obligation hereunder shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstance.

**ARTICLE VII**  
**GENERAL PROVISIONS**

**7.1. Modification.** No change, amendment or modification of this Agreement shall be made or be effective which will affect adversely the prompt payment when due of all monies required to be paid by the Township under this Agreement without the approval of both the DDA Board and the Township Board and set forth in a written addendum to this Agreement.

**7.2. State or Federal Laws, Rules, Orders, or Regulations.** This Agreement is subject to all applicable federal laws, the laws of the State of Michigan and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal governmental authority having or asserting jurisdiction; but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

**7.3. Exhibits.** The following Exhibits attached hereto are incorporated by reference as though fully set forth herein:

**Exhibit A – Landscaping Contract.**

**7.4. Severability.** The parties specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the state or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Agreement or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Agreement shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the Parties shall be construed and remain in force accordingly.

**7.5. Mediation.** As a condition precedent to the filing of a lawsuit, except as otherwise provided in this Section 7.5, the parties to this Agreement agree to submit any dispute to mandatory but non-binding mediation. Each party to such mediation shall bear their respective cost of participation and all common costs for facilitating the mediation effort shall be shared equally. Mediation must be completed within sixty (60) days after the dispute is submitted to mediation. Notwithstanding other provisions in this Section 7.5, the parties agree that in the event of an emergency evidenced by a written declaration approved by the respective governing body of the party seeking to avoid mediation and when injunctive relief is needed immediately, mediation shall not be required.

**7.6. Venue.** All amounts due under this Agreement, including, but not limited to, payments due under this Agreement or damages for the breach of this Agreement, shall be paid and be due at 15115 E. Jefferson Avenue, Grosse Pointe Park, Michigan 48230. It is specifically agreed among the parties to this Agreement that Wayne County is the place of performance of this Agreement. In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in the Wayne County District or Circuit Court, whichever is applicable pursuant to the Court Rules of the State of Michigan.

**7.7. Assignability and Successor Interest.** This Agreement may not be assigned without the written approval of all of the parties to this Agreement.

**7.8. Construction.** This Agreement has been prepared and negotiations have occurred in connection with said preparation pursuant to the joint efforts of the parties. This Agreement therefore shall not be construed against any party to this Agreement.

**7.9. Modification.** This Agreement shall not be modified, altered, or amended except through a written addendum signed by an authorized representative of the TIFA, the DDA, and the City as authorized by their governing body or executive board.

**7.10. No Third-Party Beneficiaries.** This Agreement is not intended to confer upon any person or entity, other than the parties hereto, any rights or remedies of any kind or nature whatsoever.

**7.11. Counterparts.** This Agreement may be executed in several counterparts each of which shall be deemed one and the same Agreement. It shall be binding upon and inure to the benefit of the parties to it and their respective successors and assigns.

**7.12. Captions and Bylines.** The captions and bylines used in this Agreement are for the convenience of reference only and in no way define, limit or describe the scope of intent of any provision of this Agreement.

**7.13. Addresses and Notice.** Unless otherwise provided herein and except for invoices and payments set forth in this Agreement, any other notice, communication, request, reply or advice (herein severally and collectively, for convenience, called “Notice”) herein provided or permitted to be given, made or accepted by a party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the parties to be notified, with return receipt requested, or by delivering the same to an officer of each party, addressed to the parties to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the parties to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

**If to the TIFA, to:**

Grosse Pointe Park TIFA  
Attn: TIFA Director  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI 48230

**With Copy to:**

Grosse Pointe Park TIFA  
Attn: TIFA Chairperson  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI 48230

**If to the DDA, to:**

Grosse Pointe Park DDA  
Attn: DDA Director  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI 48230

**With Copy to:**

Grosse Pointe Park DDA  
Attn: DDA Chairperson  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI 48230

**If to the City, to:**

City of Grosse Pointe Park  
Attn: City Manager  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI 48230

**With Copy to:**

City of Grosse Pointe Park  
Attn: City Clerk  
15115 E. Jefferson Avenue  
Grosse Pointe Park, MI 48230





**EXHIBIT A**  
**Landscaping Contract**