

AGENDA

DOWNTOWN DEVELOPMENT AUTHORITY MEETING

March 1, 2022 7:00pm

SPECIAL NOTICE: Although COVID-19 remains an imminent threat to the public within Wayne County, governmental meetings subject to the Open Meetings Act, 1976, PA 267, must be held with the voting members in-person due to changes in the Open Meetings Act. To minimize the continued airborne transmission of COVID-19 and maximize guidelines for meetings to allow for safe public access and participation to meetings during the rapidly changing COVID-19 environment masks will be required as part of in person attendance.

- I. Call to Order
- II. Roll Call
- III. Public Comment Agenda Items
- IV. Adoption of December 8, 2021 Meeting Minutes
- V. Selection of Chair and Vice Chair
- VI. Budget Preparation
- VII. Rain Garden Concept City Hall
- VIII. New/Old Business
- IX. Public Comment Non-Agenda Items
- X. Adjournment

How to Submit Public Comment There will be two options for how to public comment for this meeting: attending the meeting in person or written comment. There will be public comment on agenda and non-agenda items at the beginning and end of the meeting. Spoken comments will be limited to three minutes. Written comments will be limited to 250 words. Written comments can be submitted directly to clerk@grossepointepark.org. Written submissions need to be 250 words or less and be submitted by 5:00 p.m. on Monday, February 28, 2022.

Live Stream: The Official City of Grosse Pointe Park Facebook Page will be live streamed during the City Council meeting. Facebook Live comments will not be read as public comment. The meeting recording will be posted to the City of Grosse Pointe Park YouTube page.

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF GROSSE POINTE PARK
INFORMATIONAL AND SPECIAL MEETING

December 8, 2021; 7:00 pm

CALL TO ORDER

An informational meeting of the Grosse Pointe Park Downtown Development Authority (“DDA”) was called to order by Chairman Phillip Hessburg.

ROLL CALL

Present: Board Members Assaf, Corbin, Farhat, Kilgus, Ochab, Richner, and Wixson; Mayor Hodges, and Chairman Hessburg.

Also Present: Nick Sizeland, DDA Director/City Manager; Jake Howlett, City Attorney; and Courtney Delmege, Deputy Clerk.

MOMENT OF SILENCE

Chairman Hughes held a moment of silence for the passing of Vice Chair Allene Carlile.

OVERVIEW OF ANNUAL ACTIVITIES

Director Sizeland provided the following summary of activities undertaken by the DDA since June 9, 2021:

- MKSK Parking Study Completed
- Adoption of FY2021-2022 Budget
- Safety Enhancement of Traffic Islands on Jefferson by Department of Public Works removing shrubs
- City Master Plan Ongoing
- DDA Business Improvement Grant
- Grosse Pointe Park Business Association Established
- Public Safety Assisting Crossing Guard Responsibilities

PUBLIC COMMENT - INFORMATIONAL MEETING

Director Sizeland stated that no written comments were received.

There were no verbal public comments made.

ADJOURNMENT OF INFORMATIONAL MEETING

Motion by Mayor Hodges, supported by Board Member Kilgus, to adjourn the informational session.

AYES: Board Members Assaf, Corbin, Farhat, Kilgus, Ochab, Richner, and Wixson; Mayor Hodges, and Chairman Hessburg.

NAYS: None

With no further business, Director Sizeland closed the informational session at 7:09 pm.

CALL TO ORDER – SPECIAL MEETING

A special meeting of the Grosse Pointe Park Downtown Development Authority (“DDA”) was called to order by Chairman Phillip Hessburg.

ROLL CALL

Present: Board Members Assaf, Corbin, Farhat, Kilgus, Ochab, Richner, and Wixson; Mayor Hodges, and Chairman Hessburg.

Also Present: Nick Sizeland, DDA Director/City Manager; Jake Howlett, City Attorney; and Courtney Delmege, Deputy Clerk.

APPROVAL OF NOVEMBER 17TH MEETING MINUTES

Chairman Hessburg presented the minutes from the November 17th meeting for approval.

Motion by Board Member Wixson, support by Board Member Farhat, to approve the November 17th meeting minutes with amendment to replace duplicate Board Member Richner with correct Board Member Kilgus at roll calls.

AYES: Board Members Assaf, Corbin, Farhat, Kilgus, Ochab, Richner, and Wixson; Mayor Hodges, and Chairman Hessburg.

NAYS: None

PUBLIC COMMENT – AGENDA ITEMS

Director Sizeland stated that no written comments were received.

One verbal public comment was made.

PARKING STUDY REVIEW

MKSK, the City Master Plan consultant conducted a parking study of the DDA District on Jefferson. The consultants with volunteer assistance conducted parking counts on different days and times to measure level of impact. The study provides the City and Public Safety Department ways to consider improvement of meter options, enforcement, rates, transit options, electric vehicle charging stations, loading and flexible zones and parking policies. Chairman Hessburg asked Director Sizeland to present the topic for council consideration.

MEMORANDUM OF UNDERSTANDING DDA/URIF

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: _____

Print: _____

Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2021 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 _____

**DOWNTOWN DEVELOPMENT AUTHORITY FOR
THE 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 _____, 2021 by _____, the Director of the Downtown Development Authority for the City of Grosse Pointe Park, a Michigan public body corporate.

Print: _____

Notary Public, Wayne County, Michigan
My commission expires:

Acting in the County of _____

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REVISED 10-08-2021.docx

Motion by Board Member Wixson, supported by Mayor Hodges, to approve the Memorandum of Understanding Between the Urban Renewal Initiative Foundation and the Downtown Development Authority for the City of Grosse Pointe Park.

AYES: Board Members Assaf, Corbin, Farhat, Kilgus, Richner, and Wixson; Mayor Hodges, and Chairman Hessburg.

NAYS: Board Member Ochab

NEW/OLD BUSINESS

Director Sizeland stated interviews will be setup after the new year for the DDA/TIFA Director position.

PUBLIC COMMENT NON-AGENDA ITEMS

Director Sizeland stated that no written comments were received.

One verbal public comment was made.

ADJOURNMENT

Motion by Board Member Richner, supported by Board Member Farhat, to adjourn the meeting.

AYES: Board Members Assaf, Corbin, Farhat, Kilgus, Ochab, Richner, and Wixson; Mayor Hodges, and Chairman Hessburg.

NAYS: None

With no further business, the meeting adjourned at 8:15 pm.



DOWNTOWN DEVELOPMENT AUTHORITY

DATE: March 1, 2022

TITLE: Selection of Chair and Vice Chairperson **DATE:** February 25, 2022

SUMMARY: The DDA Board for the year 2022 is required to appoint a Chair and Vice-Chairperson to represent the DDA Leadership. Former Chair Hessburg recently resigned from the position at the last meeting in December and Allene Carlile Vice Chair passed away leaving voids in leadership

FINANCIAL IMPACT: None

RECOMMENDATION: Motions by DDA Board for positions of Chair and Vice Chair

PREPARED BY/TITLE: Nick Sizeland DDA Director



DOWNTOWN DEVELOPMENT AUTHORITY

DATE: March 1, 2022

TITLE: Budget Preparation

DATE: February 25, 2022

SUMMARY: The DDA budget ends on June 31st and our new Fiscal Year budget for 2022-23 starts on July 1st. In order to consider priorities for the budget to be presented to the DDA Board I will be sending out a priority list for you to consider. Please rate in High, Medium or Low priorities and as well including your ideas for consideration as I work to develop a draft budget for your review.

FINANCIAL IMPACT: None

RECOMMENDATION: Provide Director with Priorities for the Upcoming Budget

PREPARED BY/TITLE: Nick Sizeland DDA Director



DOWNTOWN DEVELOPMENT AUTHORITY

DATE: March 1, 2022

TITLE: Rain Garden Concept City Hall **DATE:** February 25, 2022

SUMMARY: What is a rain garden?



Rain gardens are a type of water capture feature in landscaping that helps slow and absorb runoff from storms. Other types of naturalized bioretention methods include stormwater planters, downspout planters, stormwater trees, and tree trenches.

Rain gardens, as well as other bioretention systems, capture rainwater before it can flood property or flow into a storm drain.

Rain gardens recreate the natural function of the land, which includes; capturing rainwater, filtering out pollutants, and recharging groundwater. They can be constructed as simply as digging a shallow depression and filling it with native plants and soil amended with sand.

Currently the front of city hall has downspouts that run onto the brick and concrete surface that creates a potential safety hazard and several of the trees have incurred a disease called pear trellis rust. City Forester Brian Colter discussed the concept to the Beautification Commission to garner support and work with contacts at Keep Michigan Beautiful

FINANCIAL IMPACT: In review at this time by City Forester Brian Colter

RECOMMENDATION: Continue review and bring to next DDA meeting a recommendation

PREPARED BY/TITLE: Nick Sizeland DDA Director