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 $368,000. 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 in 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  

COUNTY OF__________  

)ss.

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

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 ____________

REVISED 10-23-19.docx
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 ______________ 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.
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 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.

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:
____________________________

**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.
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.
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.
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

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.
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.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodman, PLC</td>
<td>Pros. Atty. &amp; retainer fee</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Build Safe</td>
<td>Building Inspector – August</td>
<td>9,600</td>
</tr>
<tr>
<td>KS State Bank</td>
<td>Public Safety car video system</td>
<td>19,087</td>
</tr>
<tr>
<td>Ford Motor Company</td>
<td>(2) 2018 Ford Police Interceptor</td>
<td>20,234</td>
</tr>
<tr>
<td>Great Lakes Water</td>
<td>Water sage – July</td>
<td>148,947</td>
</tr>
<tr>
<td>Great Lakes Water</td>
<td>Waste Water – August</td>
<td>150,900</td>
</tr>
<tr>
<td>J &amp; W Trees</td>
<td>City tree work</td>
<td>12,000</td>
</tr>
<tr>
<td>MityLite, Inc.</td>
<td>Chairs for Tompkins Center</td>
<td>5,548</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Recycle for September</td>
<td>11,564</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Rubbish for September</td>
<td>36,189</td>
</tr>
</tbody>
</table>

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
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.
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.
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