



Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



BOARD AGENDA

Thursday, March 23, 2023

6:30 p.m.

A regular meeting of the Allen Park Downtown Development Authority will be held
Thursday, March 23, 2023, at 6:30 p.m. in City Hall, 15915 Southfield Rd.

ACTIVITY	RESPONSIBILITY	ACTION
1. Call to Order	Chairman Mazag	
2. Roll Call	Ms. Riviera	
3. Agenda <i>Approval of the March 23, 2023 Meeting Agenda</i>	Chairman Mazag	Vote Needed
4. Minutes from Previous Meetings <i>Approval of the minutes of the February 23, 2023 DDA Board Meeting</i>	Chairman Mazag	Vote Needed
5. City Update and District Issues	Mayor McLeod	Information
6. Financial Report <i>Approval of the February 2023 expenses and financial reports</i>	Mr. Carnarvon	Vote Needed
7. Public Comments	Chairman Mazag	Information
8.. Street Banners <i>Approval of the applications from Allen Park High School and Cabrini High School for placement of Park Avenue Street Banners</i>	Mr. Hughes	Vote Needed
9. Farmers Market Advertising <i>Approval of joint advertising between the DDA and Kapolnek Farms</i>	Mr. Hughes	Vote Needed
10. Alley Paving <i>Approval to pave three (3) alleys in May 2023 using funds from Fiscal Year 2022 - 2023 Budget</i>	Mr. Hughes	Vote Needed
11. Façade Award for 17001 Southfield Road <i>Approval of disbursement of \$10,000 in Façade Grant Funds to the Owner of 17001 Southfield Road (Marathon Gas Station).</i>	Mr. Hughes	Vote Needed
12. Status of DDA Office Space <i>Should the DDA renew the lease for office at 6543 Allen Road or Should the DDA rent office space at City Hall effective July 1, 2023</i>	Mr. Hughes	Vote Needed

ACTIVITY	RESPONSIBILITY	ACTION
13. DDA Budget for Fiscal Year 2023 – 2024 <i>Approval of the Proposed DDA Operating Budget for Fiscal Year 2023 – 2024</i>	Mr. Hughes	Vote Needed
14. Chairperson's Report 1. <i>Commercial Building Status Registry</i> 2. <i>DDA District Repairs Status Registry</i> 3. <i>Status of Major Roads in the DDA District</i>	Chairman Mazag	Information
15. Executive Director's Report	Mr. Hughes	Information
16. Attorney's Report	Mr. Daniel	Information
17. Director Comments	Board Members	Information
18. Adjourn	Mr. Mazag	Vote Needed

**DDA Board Meeting Minutes
February 23, 2023**

MINUTES

Allen Park Downtown Development Authority

MONTHLY MEETING

Thursday, February 23, 2023

6:30 p.m.

The Allen Park Downtown Development Authority met for its monthly session on Thursday, February 23, 2023, at 6:30 p.m., at city hall, 15915 Southfield Road, Allen Park, MI 48101.

1. **CALL TO ORDER** Chairperson Mazag called the meeting to order at 6:32 p.m.
2. **ROLL CALL** Executive Director Mr. Hughes called the roll. A quorum was present.

Present:	Alex Alexander	Director
	Fred Frank	Director
	Jeff Holden	Director
	Kurt Mazag	Chairperson
	Gail McLeod	Mayor
	Tom Strobl	Director
Excused:	Paul Carnarvon	Treasurer
	Frank Cieszkowski	Director
	Cynthia Riviera	Vice Chair/Secretary
	Pete Zingas	Director
Absent:	Andre Tirado	Director
Others Present:	Trevor Daniel	DDA Legal Counsel
	Robert Cady	Consultant
	Ben Hughes	DDA Executive Director
	Lauren Bielak	Admin. Assistant

3. APPROVAL OF AGENDA

Motion by J. Holden supported by G. McLeod.

Resolved to approve the agenda.

Motion carried unanimously.

4. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

Motion to approve the minutes of the January 26, 2023 meeting - by J. Holden, supported by T. Strobl

Resolved to approve the minutes.

Motion carried unanimously.

5. DISTRICT ISSUES AND UPDATES –

- A. Alexander – question on what former Park Cleaners will be turned into – answer likely a social hall; question on if we could place a limit on certain types of business – answer is No and that is a City issue/ordinance issue that DDA does not have control over
- F. Frank – parking tractor trailers as fencing are no longer present.
- T. Strobl – USBC Masters is March 26 – April 2. National Event sold out in 10 minutes (tournament hasn't been here in 50 years, which was at COBO Hall). Wants business information to promote local businesses in handouts.
- J. Holden – wants a Visitors Guide for Allen Park.

6. CITY UPDATE ON DISTRICT ISSUES

- Asbestos removal from theatre is on phase 2. Hopefully demolition will commence in March.

7. CITIZEN'S COMMENTS –

- none

8. FINANCIAL REPORT

Motion by J. Holden, supported by A. Alexander to approve the expenses and accept the financial report.

Discussion – T. Strobl asked about the transfer of money into T-bills, and question on how much money had to be on hand in relation to the bonds, and wondering if it could be possible to take advantage of more investment. Mr. Cady reported the requirement is to hold 2x bond payment in reserve. F. Frank mentioned that he does not believe the 2x reserve has to be held in cash. J. Holden, A. Alexander and K. Mazag inquired if it would be better to pay off the bonds earlier. Mr. Cady doesn't believe we would save much money as we just refinanced them and are paying so little in interest over the next two years. K. Mazag mentioned that Mr. Hughes and K. Mazag can meet with Mr. Cady to discuss this.

Resolved to accept the financial report and approve the expenses.

Motion carried unanimously.

9. CHAIRPERSON'S REPORT

- a) *Walk the DDA District* – wants to coordinate a walk around the DDA district in April to observe and create a spreadsheet of observations to help improve the DDA, and wants to have a working history of resolved items

- b) **Design Committee Membership & Meeting** – we will keep the Design Committee and meet as needed.
- c) **Marketing Committee Membership & Meeting** – we will keep the Marketing Committee and meet as needed. J. Holden volunteered to serve.
 - o Mr. Hughes mentioned that the topic of Committees could be discussed in more detail at the March meeting on their formation, members v non-members, number of committee members, etc.
- d) **Bicycle Paths** – looking at creating bicycle paths and some more information may be forthcoming

10. EXECUTIVE DIRECTOR REPORT – Mr. Hughes updated:

- a) **2023-2024 DDA Budget** – Mr. Hughes is preparing a budget and will be submitting that to the board for review
- b) **2023 Special Events** – packet included a 2 page document identifying the special events the DDA will be sponsoring and managing in 2023.
 - Motion* by F. Frank, supported by G. McLeod to adopt the 2023 calendar of special events as presented.
 - Discussion* – T. Strobl asked about including the Holiday Train. G. McLeod mentioned that we have no control over the holiday train, but acknowledges it is an issue with safety and other items. F. Frank – spoke to City Administrator and Chief of Police about this after a previous meeting and he believes it is a police issue. J. Holden – concern is do these events meet the objections of the DDA? If businesses won't participate, we should not tell them what to do, only suggest how they can benefit, or we should go in another direction. F. Frank – agrees we need to analyze the events and feedbacks and analyze them with the 4 points of Main Street, but believes we should move forward with these events while continuing to review them and their impact, and believes that events help promote interest and show citizens the DDA is working for the district. J. Holden – concern is citizens don't know what the DDA is and that the events were sponsored and put on by the DDA. He thinks the DDA needs to receive the credit for these events. G. McLeod commented that we are somewhat starting fresh with a new director and with his attention to personally reach the businesses may help address some of these concerns and improve participation.
 - Resolved* to approve the 2023 calendar of special events as presented.
 - Motion carried unanimously.*
- c) **DTE Street Lights Update** – a sample pole has been installed by DTE, the feedback from the individual board members seems to favor the black top light over the clear top light. A more detailed update will be provided at the next board meeting.
- d) **Top Shelf Reimbursement** – remains an open issue seeking reimbursement for the destruction of the trees and Mr. Hughes will seek a meeting with the owner to discuss.

- e) ***Stuart Leve Reimbursement*** – remains an open issue seeking reimbursement for the destruction of the trees and Mr. Hughes will continue working on this.

11. ATTORNEY REPORT - Mr. Daniel

Nothing to report this month

12. DIRECTOR COMMENTS

- A. Alexander – suggested the DDA create a welcome package to welcome all new businesses into the DDA district
- J. Holden – March 14 will be Culver's share night for Lindemann; Concretes for a Cause for APCCF was today and will be added for a second night
- K. Mazag – wants to pursue DDA-wide internet; wants to look into new benches, bike racks and trash cans and ensuring they are placed in the right locations; wants to create an Excel Spreadsheet about the businesses that are in flux and include that in the board member packets; wants ideas on what we can do to improve the DDA

13. ADJOURNMENT

Motion by G. McLeod, supported by J. Holden to adjourn the meeting.

Resolved to adjourn the meeting.

Motion carried.

Meeting Ended at 8:06 pm.

February 2023 Financial Reports

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

GL Number	Description	Balance
*** Assets ***		
248-000-001-000	CASH IN BANK-DDA FUND	1,841,593.31
248-000-001-050	CASH - DDA PNC	8,882.29
248-000-004-000	PETTY CASH	150.00
248-000-017-100	J FUND INVESTMENT	1,498,141.83
248-000-123-001	PREPAID EXPENSE-OTHER	4.97
248-000-130-000	LAND	84,293.00
248-000-132-011	DDA SITE IMP. - VAR. PROJECTS	12,586,659.95
248-000-133-100	ACCUM DEPR - DDA SITE IMP	(9,650,152.60)
248-000-137-011	ACCUM DEPR - BUILDINGS	(0.06)
248-000-146-011	FURNITURE & EQUIPMENT - DDA	44,699.75
248-000-147-011	ACCUM DEPR - FURN AND EQUIP	(21,110.18)
248-000-196-000	DEFERRED CHARGES ON REFUNDING	5,149.22
Total Assets		6,398,311.48
*** Liabilities ***		
248-000-300-100	BONDS PAYABLE - DDA 05 DOWNTOWN D	1,090,000.00
Total Liabilities		1,090,000.00
*** Fund Balance ***		
248-000-390-000	FUND BALANCE	2,041,930.90
248-000-399-000	NET ASSETS - INVEST CAP ASSET NET	2,458,573.00
Total Fund Balance		4,500,503.90
Beginning Fund Balance		4,500,503.90
Net of Revenues VS Expenditures		807,807.58
Ending Fund Balance		5,308,311.48
Total Liabilities And Fund Balance		6,398,311.48

Disbursements Made by the City on Behalf of the DDA

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Budget Account #	Budget Account Name	Vendor Name	Invoice Description	Invoice #	Date	Amount	Check #
248-000-728-000	OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	SUPPLIES	1JR9-K6FJ-4PVY	02/08/23	56.34	116634
248-000-826-000	LEGAL SERVICES	MILLER & MILLER, P.C.	JAN 2023 DDA LEGAL SRV	2023-01	02/08/23	1,520.00	116721
248-000-826-000	LEGAL SERVICES	MILLER & MILLER, P.C.	DEC 2022 LEGAL SERVICES	D-12312022	02/08/23	1,500.00	116721
248-000-931-000	BUILDING MAINTENANCE	HADDIX ELECTRIC	JAN 2023 DDA LIGHT CHECK	11182	02/08/23	2,870.00	116695
248-000-931-000	BUILDING MAINTENANCE	KAR, KYLE	DDA SERVICES 1/16-2/6/23	013023	02/08/23	600.00	116707
248-000-931-000	BUILDING MAINTENANCE	MARIANN CHRISTINE HEIN	JAN 2023 DDA CLEANING SERVICES	2/1/1913	02/08/23	40.00	116716
248-000-931-000	BUILDING MAINTENANCE	PROPERTY MANAGEMENT	DDA WINDOW SRV	10740	02/08/23	270.00	116753
248-000-958-000	MEMBERSHIPS & DUES	MICHIGAN DOWNTOWN ASSOC.	MEMBERSHIP RENEWAL 10/1/22-10/1/23	3016	02/08/23	575.00	116720
248-000-962-000	COMPUTER SOFTWARE	CDW GOVERNMENT, LLC	IT EQUIPMENT FOR DDA DIRECTOR	GK14951	02/08/23	1,212.02	116656
			Total For Dept 000			8,643.36	
			Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY			8,643.36	

Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

Budget Account #	Budget Account Name	Vendor Name	Invoice Description	Invoice #	Date	Amount	Check #
248-000-853-000	DDA	VERIZON WIRELESS	CITY HALL PHONE SERVICES 1/11-2/10/23	9927457493	02/22/23	40.36	116876
248-000-920-000	UTILITIES 910008199275	DTE ENERGY	JAN 2023 GAS & ELECTRIC DDA SERVICES	JAN 2023	02/22/23	814.42	116830
248-000-931-000	BUILDING MAINTENANCE	HADDIX ELECTRIC	FEB 2023 DDA LIGHT CHECK SRV	11215	02/22/23	2,170.00	116841
248-000-931-000	BUILDING MAINTENANCE	JOHN'S LANDSCAPING & SNOW REM	DDA SNOW REMOVAL CONTRACT 2 OF 4 PMTS	0844	02/22/23	4,342.50	116846
248-000-931-000	BUILDING MAINTENANCE	PROPERTY MANAGEMENT	WINDOW CLEANING SRV DDA OFFICE	020823	02/22/23	15.00	116866
248-000-960-000	MARKETING/PROMOTIONS	CONPOTO LLC	MONTHLY SUBSCRIPTION FOR DOWNTOWN DOLLARS	3193	02/22/23	149.00	116815
248-000-991-000	BOND PRINCIPAL	KEY GOVERNMENT FINANCE INC	2020 LTGO DDA	4920202	02/22/23	365,000.00	116787
248-000-993-000	INTEREST EXPENSE	KEY GOVERNMENT FINANCE INC	2020 LTGO DDA	4920202	02/22/23	7,412.00	116787
			Total For Dept 000			379,943.28	
			Total For Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY			379,943.28	

PERIOD ENDING 02/28/2023

GL NUMBER	DESCRIPTION	2022-23		YTD BALANCE		ACTIVITY FOR		AVAILABLE	
		AMENDED BUDGET	NORMAL	02/28/2023	02/28/2023	MONTH	02/28/2023	NORMAL	% BDT
				(ABNORMAL)	(ABNORMAL)	INCREASE	(DECREASE)	(ABNORMAL)	USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY									
Revenues									
Dept 000									
248-000-403-000	PROPERTY TAXES - CURRENT	1,004,520.00		1,083,638.20		266,526.20		(79,118.20)	107.88
248-000-573-000	LOCAL COMMUNITY STABILIZATION SHARE APP	468,280.00		471,607.94		0.00		(3,327.94)	100.71
248-000-665-000	INVESTMENT INTEREST	0.00		182.94		0.00		(182.94)	100.00
248-000-668-000	RENTAL INCOME	2,750.00		500.00		0.00		2,250.00	18.18
248-000-677-000	MISCELLANEOUS	30,350.00		49,016.00		750.00		(18,666.00)	161.50
Total Dept 000		1,505,900.00		1,604,945.08		267,276.20		(99,045.08)	106.58
TOTAL REVENUES		1,505,900.00		1,604,945.08		267,276.20		(99,045.08)	106.58
Expenditures									
Dept 000									
248-000-701-000	PERSONAL SERVICES	86,840.00		33,658.91		7,253.92		53,181.09	38.76
248-000-702-000	P/T PERS. SERV.	27,800.00		8,502.00		884.00		19,298.00	30.58
248-000-715-000	EMPLOYER FICA	8,770.00		3,235.39		625.60		5,534.61	36.89
248-000-716-000	MEDICAL	13,720.00		0.00		0.00		13,720.00	0.00
248-000-718-000	OPTICAL	140.00		0.00		0.00		140.00	0.00
248-000-719-000	POST EMPLOYMENT HEALTH CARE	0.00		100.00		100.00		(100.00)	100.00
248-000-720-000	DENTAL	385.00		0.00		0.00		385.00	0.00
248-000-722-000	RETIREMENT CONTRIBUTION - DC	6,680.00		268.27		268.27		6,411.73	4.02
248-000-727-000	TERM LIFE INSURANCE	110.00		0.00		0.00		110.00	0.00
248-000-728-000	OFFICE SUPPLIES	1,650.00		704.82		272.81		945.18	42.72
248-000-757-000	OPERATING SUPPLIES	0.00		105.00		0.00		(105.00)	100.00
248-000-801-001	LAWN SERVICES	72,675.00		9,612.00		0.00		63,063.00	13.23
248-000-804-000	ADMINISTRATIVE FEE	12,500.00		0.00		0.00		12,500.00	0.00
248-000-826-000	LEGAL SERVICES	18,000.00		7,540.00		3,020.00		10,460.00	41.89
248-000-853-000	TELEPHONE	3,500.00		1,209.29		80.36		2,290.71	34.55
248-000-920-000	UTILITIES	8,000.00		15,148.82		814.42		(7,148.82)	189.36
248-000-931-000	BUILDING MAINTENANCE	90,910.00		29,998.10		10,307.50		60,911.90	33.00
248-000-942-000	RENT	17,450.00		15,033.68		0.00		2,416.32	86.15
248-000-954-000	BANK SERVICE CHARGES	0.00		399.20		0.00		(399.20)	100.00
248-000-958-000	MEMBERSHIP & DUES	1,100.00		575.00		575.00		525.00	52.27
248-000-960-000	MARKETING/PROMOTIONS	60,000.00		57,833.18		168.59		2,166.82	96.39
248-000-962-000	MISCELLANEOUS	11,000.00		32,624.88		1,215.83		(21,624.88)	296.59
248-000-967-100	ECONOMIC VITALITY	100,000.00		110,002.25		0.00		(10,002.25)	110.00
248-000-975-000	DESIGN COMMITTEE	283,365.00		90,762.71		0.00		192,602.29	32.03
248-000-985-300	S. ALLEN STREETSCAPE	301,480.00		0.00		0.00		301,480.00	0.00
248-000-991-000	BOND PRINCIPAL	365,000.00		365,000.00		365,000.00		0.00	100.00
248-000-993-000	INTEREST EXPENSE	14,825.00		14,824.00		7,412.00		1.00	99.99
Total Dept 000		1,505,900.00		797,137.50		397,998.30		708,762.50	52.93
TOTAL EXPENDITURES		1,505,900.00		797,137.50		397,998.30		708,762.50	52.93

Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:
TOTAL REVENUES 1,505,900.00 106.58
TOTAL EXPENDITURES 797,137.50 52.93
NET OF REVENUES & EXPENDITURES 807,807.58 100.00

Street Banner Application from Allen Park High School



Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



To: Members of the DDA Board of Directors

From: Benjamin Hughes, Executive Director *BH*

Date: March 20, 2023

Subject: Street Banner Request from Allen Park High School and Cabrini High School

The DDA received an application from Allen Park High School and an application from Cabrini High School for the installation of street banners on Park Avenue. The attachments to these applications show that the banners will honor graduating seniors. The DDA approved these same requests as recently as last year.

I have communicated with DPS Director Tom Murray and he confirmed that he will have his staff install the banners in late April at no expense to the DDA or to the two high schools. DPS will also remove the banners in mid August at no expense to the DDA or to the two high schools.

It is my recommendation that the DDA Board approve these two applications.

Application for Banner Installation

Organization Name: Allen Park High School - Class of 2023

☒ Nonprofit

☐ For Profit

Contact Person: Cheri Sclater

Address: 6320 Winona Ave - AP, MI 48101

Phone: 313-407-4721 Email: msclater@comcast.net

Purpose and description of banner campaign: To celebrate the
Class of 2023 with lamp post
banners.

Requested Display Dates

Begin Date: 5-1-2023 End Date: Anytime after
Street Fair weekend

☒ A full color, to scale rendering attached

☒ Insurance coverage attached

☒ Signed indemnification agreement attached

Please return signed contract with proof of insurance

to: Allen Park Downtown Development Authority

6543 Allen Rd.

Allen Park, MI 48101

Fax: 313.928.0995 or email

lbjelak@cityofallenpark.org

Please direct all question or concerns to Jennifer Kibby, Executive Director
313.928.0940 jkibby@cityofallenpark.org



Indemnification

The participating organization (hereinafter referred to as "Banner User") agrees to assume full responsibility for damages resulting from the use of unsafe or unsound banners. In addition, the Banner User agrees to indemnify and hold harmless the Allen Park Downtown Development Authority, the City of Allen Park, and its employees, agents, Board of Directors, and membership (The Releasees) from any and all liability, loss, or damages which may be incurred as a result of claims, demands, costs, judgments, or expenses including attorney's fees arising from participating in the Downtown Allen Park Banner Program.

Banner User hereby releases Allen Park Downtown Development Authority and the City of Allen Park from all liability, contractual or otherwise, and waives all claims against the Releasees for, but not limited to, the following situations:

- Damage to Banner User's banners during use;
- Theft or loss of Banner User's banners;
- Money lost due to scheduling conflicts

IN WITNESS WHEREOF, Allen Park Downtown Development Authority and Banner User by their respective officers thereunto duly authorized have agreed to the Indemnification terms of this Banner Program Agreement as of the following written date:

Allen Park Downtown Development Authority

By: Benjamin W. Hughes

Title: Executive Director of DDA

Date: February 28, 2023

Banner User

By: [Signature]

Title: Superintendent

Date: 1-23-2023

Please direct all question or concerns to Jennifer Kibby, Executive Director
313.928.0940 jkibby@cityofallenpark.org



CERTIFICATE OF INSURANCE

Producer

SET SEG

1520 Earl Ave
East Lansing, MI 48823

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured

Allen Park Public Schools

9601 Vine Avenue

Allen Park, MI 48101-1309

A MASB-SEG Property/Casualty Pool, Inc.

B SEG Workers' Compensation Fund

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 TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000479	7/1/22	7/1/24	BI & PD COMBINED OCCURRENCE BI & PD COMBINED AGGREGATE PERSONAL INJURY OCCURRENCE PERSONAL INJURY AGGREGATE	\$1,000,000 N/A \$1,000,000 N/A
A	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella Form	PC-0000479	7/1/22	7/1/24	EACH OCCURRENCE	\$9,000,000
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	EWC009496	7/1/22	7/1/24	WORKERS' COMPENSATION EMPLOYERS' LIABILITY	STATUTORY \$1,000,000


DESCRIPTION The Allen Park DDA will install and remove senior banners, class of 2023, in downtown area of Allen Park.

CERTIFICATE HOLDER

Allen Park Downtown Development Authority
6543 Allen Road
Allen Park, MI 48101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Janet Thelen
PROPERTY/CASUALTY DEPARTMENT

Date January 31, 2023

Class of 2023 Downtown Allen Park Banners



Celebrate your high school graduates with lamp post banners in downtown Allen Park! The Allen Park Downtown Development Authority invites all area high schools to hang banners of their Allen Park graduates throughout the district. Banners can be given to the students after their removal.

Steps

The information below is from the Allen Park High School program. You are free to find your own vendors

1. Banners. APHS is using Let Love Rule to print their banners (Missy, 734.789.7191, 25120 Telegraph Rd., Brownstown Charter Twp., MI 48183). Each banner is single sided so seniors may keep theirs after it is removed. Two banners are printed on a single piece of heavyweight vinyl (Image 1), then folded and stitched along the edges to make a stronger triangle with a top pocket and bottom grommet (Images 2-3). Each school will be responsible for cutting the banners apart at the stitching to produce individual banners for the students. The banner printer will work with the school to design a template for their banner layout. Allen Park's costs are based on their quantities. Pricing may be different for each school. For Allen Park, the banner is \$35.
2. Photographs. Allen Park seniors have the option of providing their own 300 dpi head shot to the banner printer or having a picture taken at Studio One (Debbie, 734.624.2631). A high resolution, professional-quality image is essential. It should be a fairly close-up view to be visible from the street. Zoomed-in photos generally don't have the resolution needed. Again, Allen Park's costs are based on their quantities. Head shots produced by Studio One are an additional \$28.00 for APHS. For a total cost of \$66.00
3. Student Registration. Each school is responsible for coordinating its own registration system. Allen Park sent letters to every graduating senior's parents and posted on the class Facebook page. APHS is offering two banner styles as show on the registration website: a banner with a photo of the student or a plain banner with just the AP logo. Students may list their first and last name, just their first name, or just their last name.
4. Pole Reservations. Please check the approximate number of banners you will be hanging with the DDA PRIOR to undertaking the program Lauren Riviera-Bielak 313-928-0940. There are a limited number of poles and we want to be sure there is space for everyone. Once you have the DDA's approval, complete and return the attached form.

5. Installation and Removal. Each school is responsible for installing and removing their banners. APHS has arranged with the city's Department of Public Service to manage their installation and removal. Contact DPS director Tom Murray at tmurray@cityofallenpark.org, 313.928.0550 to make similar arrangements. If you opt to install your banners yourself, you are strongly advised to use a bucket truck. While volunteers can hang banners using a ladder, it is precarious. Each school assumes liability for its volunteers or staff hanging the banners, see attached. You will need a zip tie to secure the bottom of each banner to the pole's O ring.

Questions? Contact DDA director Lauren Riviera-Bielak 313-928-0940 lbienak@cityofallenpark.org



Image 1: Two banners are printed on the same piece of fabric

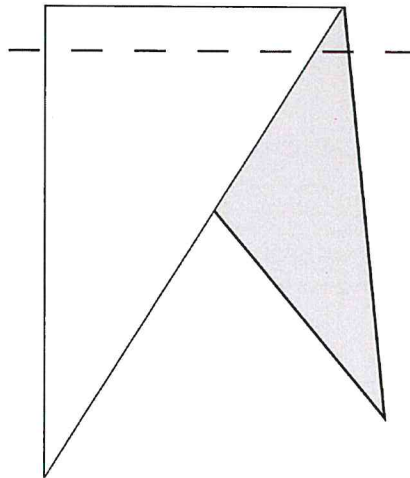


Image 2: The fabric is sewn at the side to create a pocket.

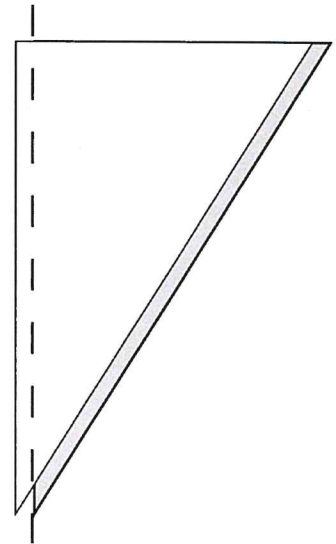


Image 3: The banner is folded in half and sewn at the top for strengthening.

Street Banner Application from Cabrini High School

Application for Banner Installation

Organization Name: Cabrini High School

☒ Nonprofit

☐ For Profit

Contact Person: Jill Ferraiuolo

Address: 15305 Wier Rd. Allen Park

Phone: 313 388-0110 ext 1054 Email: jferraiuolo@cabriniparish.com

Purpose and description of banner campaign: 2023 Senior Class

Requested Display Dates:

Begin Date: May 1, 2023 End Date: August 31, 2023

☒ A full color, to scale rendering attached

☒ Insurance coverage attached

☒ Signed indemnification agreement attached.

Please return signed contract with proof of insurance

to: Allen Park Downtown Development Authority

6543 Allen Rd.

Allen Park, MI 48101

Fax: 313.928.0995 or email

lbialak@cityoffallenpark.org

Please direct all question or concerns to Lauren Bielak, Special events
Coordinator 734-460.1488 lbialak@cityoffallenpark.org





Jill Ferraiuolo <jferraiuolo@cabriniparish.com>

Banner

1 message

Lisa Hughes <lhughes@cabrinicatholicschools.com>
To: Jill Ferraiuolo <jferraiuolo@cabriniparish.com>

Wed, Mar 15, 2023 at 11:03 AM



47 tall x 18wide

--
Lisa Hughes
Admissions Director
Cabrini High School
lhughes@cabrinicatholicschools.com



15305 Wick Road
Allen Park, Mi 48101
313.388.0110 x 1019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2023

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 Arthur J. Gallagher Risk Management Services, LLC 300 Ottawa NW Suite 301 Grand Rapids MI 49503	CONTACT NAME:	
	PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923	
INSURED Michigan Catholic Conference ST FRANCES CABRINI, ALLEN PARK 1408 510 S. Capitol Ave. Lansing MI 48933	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Princeton Excess & Surplus Lines Ins Co	10786
	INSURER B: Safety National Casualty Corporation	15105
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 938037947

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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Add'l Ins Form# <input checked="" type="checkbox"/> PESFG1161G GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		N2-A3-EX-0000006-09 R2-A3-FF-0000009-19	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		N2-A3-EX-0000006-09 R2-A3-FF-0000009-19	7/1/2022 7/1/2022	7/1/2023 7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	SP4066507	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 A	Misc Professional Liability Dir & Off/Counselors E&O Claims Made Retro Date		N2-A3-EX-0000006-09 R2-A3-FF-0000009-19	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Occ/Claims Made Aggregate 7/1/1985 \$10,000,000 \$10,000,000

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

LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION

CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY PER FORM FG1161H FOR

REGARDING DISPLAY OF BANNERS FROM MAY 23RD THROUGH AUGUST 23 2023.

CERTIFICATE HOLDER

CANCELLATION

THE ALLEN PARK DOWNTOWN DEVELOPMENT
AUTHORITY
CITY OF ALLEN PARK
6543 ALLEN RD
ALLEN PARK MI 48101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Indemnification

The participating organization (hereinafter referred to as "Banner User") agrees to assume full responsibility for damages resulting from the use of unsafe or unsound banners. In addition, the Banner User agrees to indemnify and hold harmless the Allen Park Downtown Development Authority, the City of Allen Park, and its employees, agents, Board of Directors, and membership (The Releasees) from any and all liability, loss, or damages which may be incurred as a result of claims, demands, costs, judgments, or expenses including attorney's fees arising from participating in the Downtown Allen Park Banner Program.

Banner User hereby releases Allen Park Downtown Development Authority and the City of Allen Park from all liability, contractual or otherwise, and waives all claims against the Releasees for, but not limited to, the following situations:

- Damage to Banner User's banners during use;
- Theft or loss of Banner User's banners;
- Money lost due to scheduling conflicts

IN WITNESS WHEREOF, Allen Park Downtown Development Authority and Banner User by their respective officers thereunto duly authorized have agreed to the indemnification terms of this Banner Program Agreement as of the following written date:

Allen Park Downtown Development Authority

By: _____

Title: _____

Date: _____

Banner User

By: _____

Title: _____

Date: _____

[Signature]
Executive Assistant
March 15, 2023

Please direct all question or concerns to Lauren Bielak, Special events
Coordinator 734-460.1488 lbielak@cityofallenpark.org



Farmers Market Joint Advertising Request



Allen Park Downtown Development Authority



Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer

To: Members of the DDA Board of Directors

From: Benjamin Hughes, Executive Director *BH*

Date: March 20, 2023

Subject: Farmers Market Advertising Proposal from Kapolnek Farms

Kapolnek Farms has been one of the largest vendors at the Farmers Market in recent years. In April 2022, the DDA agreed to pay 50% of the expenses for Kapolnek Farms to send the attached postcard to approximately 2,000 residential homes/apartments within the City of Allen Park. The total expense to the DDA was approximately \$1,000.

Mr. Kapolnek recently met with me regarding the 2023 Farmers Market. He indicated that the postcard advertisement last year was very successful in attracting new customers to our Farmers Market and to his vending stand. As such, he would like to prepare a very similar postcard to be distributed in late April to every home/apartment in the City of Allen Park (approximately 9,500 postcards).

Mr. Kapolnek estimates that the total expense would be \$4,000 to \$5,000.

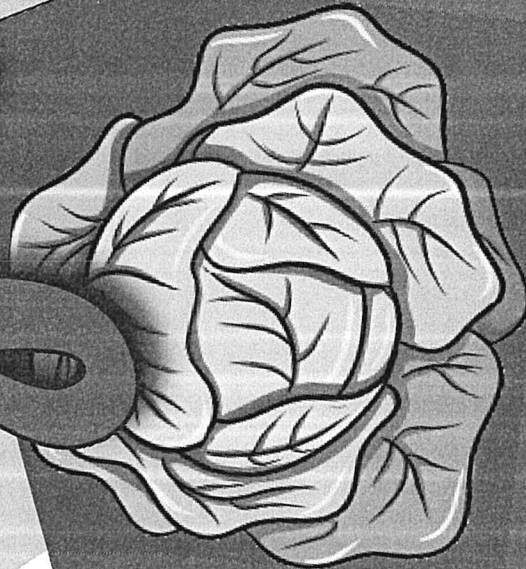
It is my recommendation that the DDA Board approve this request with the DDA paying 50% of the actual cost, with an amount not to exceed \$2,500.

GET

Free **WITH A FARMER**

Fridays 3-7

PARK & HARRISON AVES.



ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY
313.928.0940 | kibby@cityofallenpark.org

The **Downtown Allen Park Farmers Market** delivers farm fresh produce and more every Friday, April 15 through October 28. Come shop a lot bursting with fruits and veggies, pierogi, honey, cheese, baked goods, plants and herbs.

New in 2022 — the **Makers Market**, a showcase of handmade objects, artisans, and crafters. Come discover an ever-changing selection of locally crafted wares.

Downtown Allen Park Farmers Market



Kapolnek Farms LLC

**Pasture Hay & Balance Grain Fed on Our Farm
Antibiotic and Hormone Free**

AT ALLEN PARK, CANTON, MONROE & NORTHVILLE FARMER MARKETS WEEKLY

Our family has been raising and showing beef cattle for over 20 years. Winning Reserve Market Steer at Michigan Livestock Expo in 2015 and 6th overall in 2016 was the highlight of our show career. Now our family is dedicating our efforts to supplying outstanding angus beef products. We provide beef products including individual cuts, bacon, brats, and snack sticks.

Try our product and enjoy some of the best beef around!

f Call Today 734-733-8299 • 313-268-5863

or View us on facebook "Kapolnek Farms LLC" • Visit: www.KapolnekFarmsLLC.com



This is the required area for labeling

4" wide

1.5" tall

Printed & Mailed by:
www.PrintLabelMail.com
6004 Wiley Street
Hollywood, FL 33023
TEL: 1-866-594-3069

PRSR STD
U.S. Postage
PAID
Dynamic Direct, Inc.

Request to Pave 3 DDA Alleys in May 2023



Allen Park Downtown Development Authority


Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



To: Members of the DDA Board of Directors

From: Benjamin Hughes, Executive Director 

Date: March 20, 2023

Subject: Paving of 3 Alleys in May using funds from Fiscal Year 2022 - 2023

The DDA budget for Fiscal Year 2022 – 2023 contains \$100,000 for the grading and paving of three (3) alleys in our DDA district. The three (3) alleys listed below were paved in the late summer of 2022 at a total expense of \$78,363.

Alley 1 University Street to Cicotte Street on north Allen Road
Alley 2 Angelique Street to Oceana Street on south Allen Road
Alley 3 Cortland Street to Oceana Street on Ecorse Road

DPS Director Tom Murray informed me that the City has hired Savone Cement and Nagle Paving to pave some City-owned parking lots and sections of some roads in May of this year. These contractors indicated that they would normally return to Allen Park in July to pave the next three (3) alleys. However, they would prefer to pave the DDA alleys in May while they are in Allen Park with their equipment staged, supplies available, and workers scheduled.

I have listed below the three (3) alleys that are in most need of paving this year. If we wait until July to have them paved, the total expense to the DDA will be \$94,250. If we agree to have these alleys paved in May, our total expense will be \$86,750, representing a \$7,500 savings to the DDA.

Alley 1 Champaign Road to Belmont Street on the east side of south Allen Road
Alley 2 Meyer Street to Dasher Street on the east side of north Allen Road
Alley 3 Dasher Street to Horger Street on the east side of north Allen Road

It is my recommendation that the DDA Board approve the paving of these three (3) alleys to occur in May of this year using surplus funds within our Fiscal Year 2022 – 2023 budget. Finance Director Amanda Wertz would prepare a budget amendment that transfers funds from the Design Committee account (248-000-975-000) into the Site Improvements account (248-000-829-000).

ESTIMATE



Prepared For

City of Allen Park
15915 Southfield Rd
Allen Park, MI 48101
(313) 928-1400

Savone Cement, Inc

15653 Promenade Ave
Allen Park, Michigan 48101
Phone: (313) 928-9141
Email: savonecement@gmail.com
Fax: (313) 928-0899
Web: www.savonecement.com

Estimate # 170748

Date 03/03/2023

Description	Rate	Quantity	Total
Grading and Paving	\$86,750.00	1	\$86,750.00
Repave Alleyways			
Excavate stone and prepare for paving. Haul stone off site for legal disposal.			
Fine grade stone base			
Install 4" of MDOT 4E1 / 5E1 asphalt, laid in two courses.			
Traffic controls			
Champaign & Belmont			
Dasher & Meyer			
Hanover & Anne West			
13345 Total sqft			

Note: Proposed price is for coming in on one mobilization and taking care of all contracted jobs for the City of Allen Park.

If jobs are split up in different times, a mobilization price adjustment will be added to final cost.

Note: For any unforeseen conditions, a \$2500.00 price adjustment will be added to final cost.

Subtotal	\$86,750.00
Total	\$86,750.00

**Request to Disburse Façade Grant Funds to Owner of
17001 Southfield Road (Marathon Gas station)**



Allen Park Downtown Development Authority


Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



To: Members of the DDA Board of Directors

From: Benjamin Hughes, Executive Director 

Date: March 20, 2023

Subject: Façade Grant Disbursement for 17001 Southfield Road (Marathon Gas Station)

The DDA Board in 2022 awarded a Façade Grant in the amount of \$10,000 to Southfield Gas & CO, Inc. for exterior improvements to the Marathon gas station located at 17001 Southfield Road. Mr. Hussein Nassar is the owner of the building.

The construction work was completed in January of this year. I met Mr. Nassar on location to view the renovations. He provided me with receipts that totaled \$79,369 for this project. Building Department Director Matt Baker issued a Certificate of Occupancy. Finance Director Amanda Wertz informed me that this building is current on all property taxes and water fees.

It is my recommendation that the DDA approve the disbursement of \$10,000 in Façade Grant funds to Southfield Gas & CO, Inc.

**Status of DDA Office Lease and Proposal to
Rent Space at City Hall**



Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



To: Members of the DDA Board of Directors

From: Benjamin Hughes, Executive Director

BH

Date: March 20, 2023

Subject: DDA Office Space

As you are aware, the DDA rents the office space we occupy at 6543 Allen Road. I have attached a copy of the original lease and a copy of the first amendment to the lease that was executed on May 27, 2021. This amendment provided a two-year extension that is due to expire on June 30 of this year. The DDA currently pays \$9,600 annually (\$800 monthly) in rent.

The first amendment to the lease stipulates the DDA may extend our lease for an additional two-years beginning on July 1, 2023 and expiring on June 30, 2025. The rent would increase to \$10,200 annually (\$850 monthly) during this extension. The lease further requires that we give a minimum of sixty (60) days notice to the landlord of our decision to either renew or to allow the lease to expire.

Regarding the current lease, the DDA paid a total of \$21,088 to occupy the building for Fiscal Year 2021 – 2022. This total represents the annual rent, the summer and winter taxes, DTE bills, water bills, internet and telephone service, and cleaning of the building. The DDA sub-leases one office to the Allen Park Chamber of Commerce for a monthly rent of \$250 payable to the DDA. For Fiscal Year 2021 – 2022 we received four (4) monthly payments representing \$1,000 in revenue.

I researched the actual expenses the DDA has incurred for our office space for the eight (8) completed months of this fiscal year (2022 – 2023). We are projected to end this fiscal year at approximately \$22,000 in expenses. In the eight (8) months of this fiscal year, we have received two (2) monthly rent payments from the Allen Park Chamber of Commerce representing \$500 in revenue.

During my tenure with the DDA, I have spent time working at the DDA office and also working at my City Hall office. I have concluded that for purposes of finances, operational efficiencies, and the overall effectiveness of the DDA, that renting dedicated DDA space at City Hall is

preferable to the DDA maintaining our lease at 6543 Allen Road. City Administrator has offered two work spaces at City Hall for myself and Lauren. The total rent for Fiscal Year 2023 – 2024 would be \$7,500. This rent will include all of the utility expenses (gas, electric, water), telephone and internet expenses, and all building maintenance and cleaning expenses. Furthermore, moving to City Hall will eliminate the summer and winter property taxes the DDA currently pays (total taxes paid were \$5,434 in Fiscal Year 2021 – 2022).

It is my recommendation that the DDA Board approve a move of office space to City Hall effective July 1 of this year. Further, it is my recommendation that the DDA Board authorize Attorney Trevor Daniel to notify our current landlord that we will not exercise our option to renew the lease due to expire on June 30.

**CONTRACT OF LEASE
FOR 6543 ALLEN ROAD**

**Between
JONICK PROPERTIES, L.L.C.
and**

THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY

MADE AND SIGNED this 1st day of October 2012, by and between **JONICK PROPERTIES, L.L.C.**, herein "Landlord", and **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY**, a municipal corporation, herein "Tenant".

WITNESSETH:

WHEREAS, the Landlord has agreed to Lease the property for office space;

IT IS AGREED by and between the parties hereto, for and in consideration of the agreement and covenants of each other and monies to be paid out to the other, as follows:

1. **LEASE PROPERTY.** The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease and grant unto the Tenant the following property located at 6543 Allen Road, in the City of Allen Park, Wayne County, Michigan, more particularly described as:

Lot 131, STATE ALLEN PARK SUBDIVISION, as recorded in
Liber 51, Page 58 of Plats, Wayne County Records.
Commonly known as: **6543 Allen Road** (approximately 1,860 square feet)

This property shall hereinafter be referred to as the "**PREMISES.**"

2. **TERM:**

- A. The term of this Lease shall be for the period of One Year (herein Lease Term) commencing on **July 1, 2012 through June 30, 2013.**
- B. Should Tenant not be in default under the terms of this Lease, Tenant shall have the option to extend this Lease for an additional Two (2) years. Tenant shall notify the Landlord of its election to extend this Lease as provided in paragraph 18 herein not later than THIRTY (30) days prior to the expiration of the Lease Term.

3. **RENT.** The Tenant hereby covenants and agrees to pay to the Landlord cash rentals for the use of the **PREMISES** as follows:

- A. The sum of Nine Thousand Six Hundred dollars (\$9,600.00) per year, Tenant shall have, at its sole discretion, the right to extend the terms of this lease for an additional 2 years at the same rate per square foot for years 2 and 3, inclusive.

- B. In the unlikely event THE DOWNTOWN DEVELOPMENT AUTHORITY is dissolved by the City, then this Lease shall terminate at that time, and Tenant shall not be in default or have any further obligation under this Lease.

The Tenant shall pay all payments in advance, in lawful money of the United States, directly to the Landlord, commencing on the date above and thereafter, in a lump sum annual payment, or on the FIRST (1ST) day month of the beginning term of the lease, if extended.

All Payments of rent or other sums to me made to the Landlord shall be made at such place the Landlord shall designate in writing from time to time. Payments shall be currently paid to:

JONICK PROPERTIES, L.L.C.
17109 Park Avenue
Riverview, Michigan 48193

The Tenant covenants and agrees that it will continue to pay the Landlord, in accordance with the terms of this Lease, the Cash Rentals for the **PREMISES** at the times and in the manner herein established without reduction or abatement for any cause or reason whatsoever.

4. **UTILITIES.** The Tenant shall furnish all utilities, including telephone, electric, gas and water, for the **PREMISES** during the Lease Term.

5. **MAINTENANCE.** The Landlord shall be responsible for outside four (4) walls and roof. Tenant shall be responsible to maintain the fixtures, doors, windows, HVAC, water and gas on the **PREMISES**. The **PREMISES** shall be kept in a good and safe condition.

6. **TAXES.** In addition to the Cash Rentals described in Paragraph 3, if the **PREMISES** is placed on the tax assessment rolls as a taxable use based upon the usage of Tenant, then any real estate taxes, personal property taxes and/or special assessments levied against the **PREMISES** during the Lease Term shall be borne by the Tenant as additional Rent.

7. **USE.** It is understood and agreed between the parties hereto that during the continuances of this Lease, the **PREMISES** shall be used and occupied for offices and no other purpose or purposes without the prior written consent of the Landlord, and that the Tenant will not use the **PREMISES** for any purpose in violation of any law, municipal ordinance or regulation. Any non-approved use shall be considered a default under this Lease Agreement and Landlord may, at its option, terminate this Lease forthwith.

8. **LICENSE OR PERMITS.** Tenant shall be responsible for obtaining and maintaining any license or permits necessary to conduct its operations on the **PREMISES**. Tenant shall be responsible for the installation of any item necessary to obtain or maintain any required license or permit.

9. **ADVERTISING.** It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

10. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the PREMISES, the landlord shall, as promptly as possible, unless Landlord shall elect not to rebuild, repair the same, provided such repairs can reasonably be made within ninety (90) days (or within such other period as Landlord and Tenant may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable law, ordinances, and regulations. In such case, this Lease shall not be terminated, but the rent shall be abated proportionately for such portion of said PREMISES as are not reasonably usable during the period while repairs are being made. In the event that such repairs cannot reasonably be made within ninety (90) days time (or such other period as Landlord and Tenant may agree upon), or in the event Landlord shall elect not to rebuild, repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any repair the same, either party hereto at its option may terminate this Lease upon written notice to the other. In any event, the destruction of substantially all of the PREMISES, this Lease shall terminate, without the requirement of notice.

11. **ADJOINING PROPERTY.** The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

12. **INSURANCE.**

- A. Tenant shall cause the building and improvements to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils" in amounts acceptable to Landlord.
- B. Any personal property kept on the PREMISES by Tenant shall be insured at Tenant's sole risk, and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall determine.
- C. Tenant, at its sole cost and expense during the Lease Term, shall maintain and keep in effect commercial general liability insurance within minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars on account of bodily injuries or death of more than one (1) person, or such other amounts as the Landlord may, from time to time, reasonably request, and minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars on account of bodily injuries or death of more than one (1) person, or such other amounts as the Landlord may, from time to time, reasonably request. The policy or policies of such insurance shall be written so as to include Landlord within the protection thereof. Tenant agrees to deliver to Landlord, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to Landlord. Tenant may, at its option, bring its obligation to insure under this paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that

the interest of Landlord shall thereby be as fully protected as they would otherwise if this option to Tenant to use blanket policies were not permitted.

- D. Tenant agrees to keep the plate glass insured with a responsible Insurance Company in the name of the Landlord and to deliver the policy or policies to the Landlord and upon his failure to do so the Landlord may place such insurance and charge the same to the Tenant as so much additional rent, but the failure on the part of the Landlord to place such insurance does not release the Tenant of the Liability.

13. **INDEMNIFICATION.** Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney fees and actual expert witness fees, arising out of or in connection with Tenant's use and occupancy of the **PREMISES**, from the negligence of Tenant, its employees, contractors, licensees, invitees and/or from Tenant's violation of any of the terms of this Lease.

14. **ASSIGNMENT.** Tenant shall not assign, or in any manner encumber this Lease, nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the **PREMISES** to be used or occupied by others for any other reason whatsoever, without Landlord's advance written consent, which consent is discretionary in Landlord solely. Any assignment, transfer, hypothecation, mortgage, or sub-letting without the prior written consent of Landlord shall be considered a default of this Lease and give Landlord the right to terminate this Lease and re-enter and repossess the **PREMISES**.

15. **RIGHT OF ENTRY.** The Landlord, its agents, servants or employees shall have the right to enter upon the **PREMISES** during normal operating hours for the purpose of inspecting it to determine whether all of the terms, agreements, covenants and conditions herein contained are complied with by the Tenant.

16. **DEFAULT.**

- A. If Tenant shall default in the payment of rent when due and shall not cure such default within ten (10) days, or shall default in the performance of any other covenant of this Lease and shall not cure such default within fifteen (15) days after written notice from Landlord specifying the default complained of (or, if such other default is of a nature that it cannot be cured within a fifteen (15) day period, and thereafter proceed diligently with the cure thereof then in any such event Landlord may terminate this Lease at any time thereafter (before such default shall be cured) by giving written notice of the termination.
- B. Upon termination of this Lease, Landlord may without further notice re-enter the **PREMISES** and dispossess Tenant or any other occupant of the **PREMISES** remove its effects and hold the **PREMISES** as if this Lease had not been made, saving and reserving to Landlord any other remedies which Landlord may have for the recovery of rent or damages due or to become due by virtue of this Lease or the breach thereof by Tenant. Should Landlord at any time permit payments of rent to be made after the time it is due, as stipulated herein, such delays shall not be construed as any waiver by Landlord of its right to have the rent for said

PREMISES paid monthly in advance. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Lease shall not be construed as a waiver of such provision nor of such party's right to enforce the same upon any subsequent occasion or default.

17. **NOTICE.** Any notice necessary or proper to be given to any of the parties herein shall be made by certified or registered mail, return receipt requested, or by a reliable overnight courier to the address of the respective party set forth below:

A. If to the Landlord, JONICK PROPERTIES, L.L.C., by delivering the same to it at:

JONICK PROPERTIES, L.L.C.
17109 Park Avenue
Riverview, MI 48193

B. If to the Tenant, **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY** by delivering the same to:

The Allen Park Downtown Development Authority
Attention: Executive Director
6543 Allen Road
Allen Park, Michigan 48101

18. **QUIET ENJOYMENT.** The Landlord covenants that the tenant, upon compliance with the terms of this Lease, shall and may peacefully and quietly have and hold and enjoy the exclusive use of the **PREMISES** for the term Lease.

19. **ACCEPTANCE OF PREMISES.** The Tenant acknowledges that it has examined the **PREMISES** prior to the making of this Lease, and knows the conditions thereof. Tenant further acknowledges that no representations as to the condition either above ground or below ground, or state of repairs thereof have been made by the Landlord or its agent which are not herein expressed. Tenant hereby accepts the **PREMISES** in its present "AS IS" condition at the date of the execution of this Lease.

20. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any alterations, additions, or improvements to the **PREMISES** without Landlord's prior written consent.

21. **BANKRUPTCY.** If Tenant shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Tenant or for all or a substantial part of the property of Tenant and Tenant is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Tenant or the readjustment of Tenant's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Lease. In any of such

events and whenever and as often as any such failure, default and anticipatory breach shall occur, the term hereof, at the opinion of Landlord, shall cease and determine and from thenceforth it shall be lawful for Landlord to reenter into and repossess the **PREMISES** situated thereon and Tenant and each and every occupant to remove and put out and to re-let said **PREMISES** for its own benefit; but reserving to Landlord all such rights as it may have for damages or otherwise because of said default, breach or anticipatory breach of Tenant.

22. **RE-LEASE.** The Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this Lease, the Landlord may show the premises to prospective Tenants, and may display in and about said premises and in the window thereof, the usual and ordinary "TO RENT" signs.

23. **HOLDING OVER.** It is hereby agreed that in the event of the Tenant herein holding over after the Lease term, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

24. **SURRENDER OF PREMISES.** Upon the expiration of the Lease Term, Tenant shall quit and surrender the **PREMISES** to Landlord in good order and condition, ordinary wear and damage excepted. Tenant may remove any equipment it installed on the premises, at its sole cost and expense; provided and Tenant shall repair any damage to the **PREMISES** caused by such removal.

25. **ATTORNEY FEES.** In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the **PREMISES** by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the reasonable expense, including legal expenses and court costs, incurred in obtaining possession of the **PREMISES**, and also all reasonable expenses and commissions which may be paid in and about the letting of the same.

26. **REMEDIES.** It is agreed that each and every of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

27. **WAIVER.** One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

28. **ENVIRONMENTAL WARRANTY.** Tenant represents warrants and covenants to Landlord the following:

- A. Tenant's use of the **PREMISES** and its activities thereon shall comply with all federal, state, and local laws, regulations, statutes and ordinances relative to the protection of public health, natural resources and the environment, including, but not limited to, the Hazardous Materials Transportation Act, 47 USC § 1801, *et seq.*, the Clean Water Act, 33 USC § 1317, the Resource Conservation and Recovery Act, 42 USC § 6901, *et seq.*, the Comprehensive Environmental Response Compensation and Liability Act, 42 USC § 9601 *et seq.*, and Parts 201 and 213 of the Natural Resources and Environmental Protection Act, including any amendments, and any and all regulations, rules and publications promulgated pursuant thereto (collectively referred to as "Environmental Laws")

- B. Tenant shall not generate, manufacture, refine, use, treat, store, handle, transport, remove, dispose, transfer, produce or process Hazardous Substances on the **PREMISES**. For purposes of this Lease, "Hazardous Substances" mean any hazardous, toxic, or regulated substances, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is: (i) a flammable explosive; (ii) radioactive material; (iii) petroleum; (iv) asbestos; (v) polychlorinated biphenyls; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 USC §1251, *et seq.* (33 USC § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 USC §1317); (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 USC § 901, *et seq.* (42 USC § 6903); (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC § 9601, *et seq.* (42 USC § 9601) and Part 201 and Part 213 of the Natural Resources and Environmental Protection Act; (ix) defined as a "regulated substance" under Subtitle 1 of the Resource Conservation and Recovery Act; and (x) designated by any federal, state, or local governmental authority as hazardous or toxic, which such governmental authorities regulate, or otherwise control for the protection of health, safety or the environment.
- C. Tenant shall immediately and promptly notify Landlord of any federal, state, local or administrative investigation or inspection of the **PREMISES** relative to any Environmental Laws or Hazardous Substances.

29. ENVIRONMENTAL INDEMNIFICATION.

- A. Tenant hereby agrees to indemnify, defend and hold harmless, its successors, assigns, officers and members of its Board and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants fees) incurred by Landlord as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, under, above or about the **PREMISES** by the Tenant, or violation of any Environmental Laws, from and after the date of this Lease by the Tenant; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances generated by the Tenant; and (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substance in, on, under, above, from or about the **PREMISES** caused by the Tenant; and (iv) compliance with any administrative

notice, order, request or demand relative to Hazardous Substances on the **PREMISES** or violation of any Environmental Laws by the Tenant.

- B. Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or governmental official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the **PREMISES**.

30. **USE OF ROOF.** The Tenant shall not erect any structure for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.

31. **MECHANICS' LIENS.** Tenant shall pay all costs for construction done by it or caused to be done by it on the **PREMISES** as permitted by this Lease. Tenant shall keep the building, or improvements, and the land of which the **PREMISES** are a part, free and clear of all mechanics' liens resulting from construction done by or for Tenant.

32. **RIGHT TO MORTGAGE.** The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter places upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part of upon any building hereafter placed upon the land of which the leased premises form a part. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgages or proposed mortgages an hereby irrevocably appoints the Landlord the attorney-in-fact of the tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

33. **COMPLIANCE.** Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Municipal, County, State, and Federal authorities affecting use of the **PREMISES** with respect to the cleanliness, safety, occupation, and use of the same.

34. **CHALLENGE.** Landlord, although presently unaware of any such non-compliance, does not covenant that the **PREMISES** are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Lease.

35. **RECORDING.** This Contract of Lease may be recorded. However, should either party so request, the parties shall join in the execution of a memorandum or so-called "short-form" of this Lease for the purpose of recordation in accordance with a form reasonably acceptable to both parties. Any recording costs associated with the memorandum or short form of this Lease shall be borne by the party requesting recordation.

36. **EMINENT DOMAIN.** If the whole or any material part of the **PREMISES** hereby leased be taken by any public authority under the power of eminent domain, then the term of this Lease

shall cease from the day possession of the whole or such material part of the **PREMISES** as shall be required for any public purpose and the rent shall be paid up to that day. All damage awarded for such taking shall belong to and be the property of the Landlord, including without limitation such damages as may be awarded as compensation for diminution in value to the leasehold or to the fee of the **PREMISES** herein leased, except that Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business, damages to Tenant's fixtures and equipment, and Tenant's removal and reinstallation costs.

37. **AMENDMENT.** This Agreement shall be the full and complete agreement of the parties and shall only be modified in writing, signed by both parties.

38. **LAW.** This Agreement shall be construed under and in accordance with the Laws of the State of Michigan.

39. **SEVERABILITY.** If any provision of this Lease is invalid or unenforceable with respect to any party the remainder of the Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

40. **SECURITY PROVISIONS.** The Landlord hereby acknowledges receipt of a security deposit in the amount of **\$1,500.00**, which amount is to be retained by Landlord as a security for the faithful and timely performance of all covenants, conditions and agreements of this Lease, but in no event shall Landlord be required to apply said deposit upon rents or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions and agreements; Landlord may apply said deposit at its option. Said deposit, if not applied toward the payment of rents or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions and agreements shall be returned to Tenant without interest when this Lease is terminated, according to these terms, and in no event is said deposit to be returned until Tenant has vacated the Leased Premises and all of Tenant's obligations fully performed. The Landlord shall not be obligated to keep said deposit as a separate fund, but may mix said deposit with its own funds.

41. **TRUTH IN RENTING ACT PROVISIONS.** Landlord and Tenant specifically agree that this Lease shall not, is not intended, nor shall it be construed, to violate any provisions of the Truth in Renting act. If however, any provision of this Lease does in fact reach any such result, then such provision shall be null and void, but the other provisions of this Lease shall continue to remain in full force and effect.

IN WITNESS WHEREOF, JONICK PROPERTIES, L.L.C. and THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY have each caused its name to be signed to this instrument by its duly authorized officers/personably the day and year first above written.

In the presence of:

Landlord:

JONICK PROPERTIES, L.L.C.

By: 

Pietrina Manzella

Its: Member

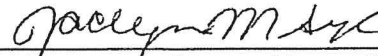
STATE OF MICHIGAN)

) §

COUNTY OF WAYNE)

On this 10th day of October, 2012, before me appeared **Pietrina Manzella for JONICK PROPERTIES, L.L.C.**, Its Member, to me personally known, who being by me duly sworn, did say that said instrument was signed of his free will.

JACLYN M. SYC
Notary Public, State of Michigan
County of Wayne
My Commission Expires
June 3, 2018



Jaclyn M. Syc, Notary Public

Wayne County, Michigan

My Commission Expires: 06/03/18

Tenant:

**THE ALLEN PARK DOWNTOWN
DEVELOPMENT AUTHORITY**

By: 

Jennifer Kibby

Its: Executive Director

STATE OF MICHIGAN)

) §

COUNTY OF WAYNE)

On this 24th day of October, 2012, before me appeared **Jennifer Kibby**, DDA Executive Director, to me personally known, who being by me duly sworn, did, say that she is the Executive Director for **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY** and that said instrument was signed and sealed on behalf of **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY**, by authority of its Board.

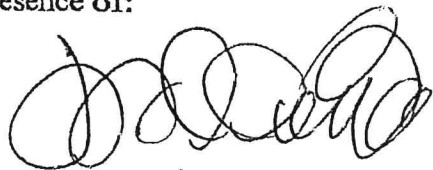


Sandra K. Waldo, Notary Public

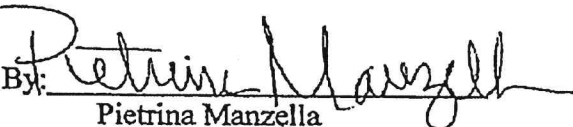
Monroe County, Acting in Wayne Co., Michigan.

My Commission Expires: 2/15/2015

In the presence of:


JEFFREY A. DANIEL - BROKER
REAL ESTATE UNLIMITED, INC.

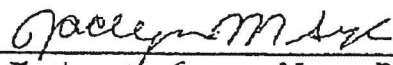
Landlord:
JONICK PROPERTIES, L.L.C.

By: 
Pietrina Manzella
Its: Member

STATE OF MICHIGAN)
) §
COUNTY OF WAYNE)

On this 10th day of October, 2012, before me appeared **Pietrina Manzella** for **JONICK PROPERTIES, L.L.C.**, Its Member, to me personally known, who being by me duly sworn, did say that said instrument was signed of his free will.

JACLYN M. SYC
Notary Public, State of Michigan
County of Wayne
My Commission Expires
June 3, 2018


Jaclyn M. Syc, Notary Public
Wayne County, Michigan
My Commission Expires: 06/03/18

Tenant:
**THE ALLEN PARK DOWNTOWN
DEVELOPMENT AUTHORITY**

By: _____
Jennifer Kibby
Its: Executive Director

STATE OF MICHIGAN)
) §
COUNTY OF WAYNE)

On this _____ day of October, 2012, before me appeared **Jennifer Kibby**, DDA Executive Director, to me personally known, who being by me duly sworn, did, say that she is the Executive Director for **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY** and that said instrument was signed and sealed on behalf of **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY**, by authority of its Board.

Sandra K. Waldo, Notary Public
Monroe County, Acting in Wayne Co., Michigan.
My Commission Expires: 2/15/2015

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is executed as of May 27, 2021 (the "Effective Date"), by and between **JONICK PROPERTIES, L.L.C.**, herein "Landlord", and **THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY**, a Michigan public body corporate, herein "Tenant".

RECITALS:

- A. Landlord and Tenant are parties to that certain Lease Agreement dated October 1, 2012 (the "Lease"), covering certain Premises including the Building which contains approximately 1,860 square feet and is located at 6543 Allen Road, Allen Park, Michigan 48101.
- B. Said Lease expired June 30, 2013, and Tenant and Landlord have continued to extend the term of the Lease on an annual basis since the expiration date. The parties desire to to extend the Lease Term, and in connection with such extension, Landlord and Tenant have agreed to modify the Lease as set forth in this Amendment.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Term. Paragraphs 2A and 2B of the Lease are hereby amended (i) to provide that the Lease Term shall be and is hereby extended for a period of two (2) years, commencing July 1, 2021 and expiring June 30, 2023 (the "Extension Term"), and (ii) by the grant to Tenant by Landlord of three (3) additional options to extend the Lease Term for a period of two (2) years for each additional option with the first option commencing, if so exercised by Tenant, July 1, 2023 and expiring June 30, 2025 (the "First Renewal Term"); the second option commencing, if so exercised by Tenant, July 1, 2025 and expiring June 30, 2027 (the "Second Renewal Term"); and the third option commencing, if so exercised by Tenant, July 1, 2027 and expiring June 30, 2029 (the "Third Renewal Term"). Tenant must notify Landlord of its election to extend the Lease no later than sixty (60) days prior to the expiration of the respective Lease Term, Extension Term or Renewal Term.

2. Rent. Paragraph 3A of the Lease is hereby amended to provide that Tenant shall pay to Landlord cash rentals pursuant to the following table:

LEASE TERM	TIME PERIOD	ANNUALLY
Current Lease Term	07/01/2020 – 6/30/2021	\$9,600.00
Extension Term	7/1/2021 – 6/30/2023	\$9,600.00
First Renewal Term	7/1/2023 – 6/30/2025	\$10,200.00
Second Renewal Term	7/1/2025 – 6/30/2027	\$10,500.00
Third Renewal Term	7/1/2027 – 6/30/2029	\$10,800.00

3. Advertising. Paragraph 9 of the Lease is hereby amended to provide that all signs and advertising displayed in and about the Premises shall only advertise the business(es) carried on upon said Premises and which further the businesses throughout the City of Allen Park and its Downtown Development Authority.

4. Assignment. Paragraph 14 of the Lease is hereby amended to provide that Tenant shall have the right, without Landlord's consent, to (1) assign this Lease, (2) sublet the whole or any part of the Premises at any time and (3) to permit another user to occupy the whole or any part of the Premises at any time, provided that:

- a. Tenant will remain liable hereunder;
- b. Tenant must continue to be the primary occupant of the Premises;
- c. The Premises will continue to be used only for office space consistent with the Permitted Use; and
- d. The term of assignment, sub-let agreement, or occupancy agreement must not exceed the Lease Term.

5. Mortgagee Consent. Landlord represents that it has obtained the existing mortgagee's consent to this Amendment or that the consent is not necessary for this Amendment to be binding and enforceable against Landlord.

6. Defined Terms. All capitalized terms used in this Amendment, to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to them in the Lease.

7. Counterparts. This Amendment may be executed in multiple counterparts which together shall constitute one and the same instrument. Signatures delivered by electronic transmission shall be accepted by either party and shall be deemed to have the same force and effect as an original signature.

8. Conflict. To the extent the terms of this Amendment conflict with the terms of the Lease, the terms of this Amendment shall control.


9. No Further Changes. Except as expressly modified by this Amendment, the Lease remains in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, JONICK PROPERTIES, L.L.C. and THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY have each caused its name to be signed to this instrument by its duly authorized officers/personably the day and year first above written.

Landlord: JONICK PROPERTIES, L.L.C.

/s/ 
By: Pietrina Manzella
Its: Member

Tenant: THE ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY

/s/ 
By: Jennifer Kibby
Its: Executive Director

Draft Budget for Fiscal Year 2023 - 2024

Chairperson's Report

Status of Major Roads in the DDA District

Southern Allen Road

Physical Location: From the juncture of Allen Road, Ecorse Road and Roosevelt Roads south to Englewood Avenue (this is the DDA portion of Allen Road).

Road Ownership: Wayne County.

Current Status of Road: Wayne County classifies this as a road in stable condition with no short-term repair needs.

Projected Status of Road: Wayne County informed the City that a resurfacing or reconstruction of the road will not occur until 2033 – 2035.

Easement Ownership: Wayne County, although the County has given special permits to at least one business to park in the easement.

Current Status of Easement: This section of Allen Road has a variety of widths for the easements. It is a “patchwork” of inconsistent easements.

Projected Status of Easement: Multiple issues with easements need to be reviewed and addressed.

Middle Allen Road

Physical Location: From the juncture of Allen Road, Ecorse Road and Roosevelt Roads north to Southfield Road.

Road Ownership: City of Allen Park

Current Status of Road: The road is over 20 years old. In the past several years it has received crack sealing and other short-term maintenance repairs.

Projected Status of Road: The City Engineer estimates this portion of Allen Road will need a complete resurfacing in the next 1 – 2 years.

Easement Ownership: City of Allen Park

Current Status of Easement: The width of the easements are fairly consistent throughout this section. Some easements are slightly more narrow near the Ecorse/Roosevelt intersection.

Projected Status of Easement: Need to be reviewed when this section of Allen Road is resurfaced.

Northern Allen Road

Physical Location: From Outer Drive south to Southfield Road.

Road Ownership: Wayne County.

Current Status of Road: Potholed and cracked. Wayne County has this section of Allen Road on a list for review in 2026. Selected for funding, any resurfacing or reconstruction would occur sometime between 2027 – 2029.

Projected Status of Road: Wayne County has this section of Allen Road on a list for review in 2026. Selected for funding, any resurfacing or reconstruction would occur sometime between 2027 – 2029.

Easement Ownership: Wayne County

Current Status of Easement: The easements on this section of Allen Road are significantly wider than the other two sections.

Projected Status of Easement: Need to be considered when this section of Allen Road is reconstructed.

Park Avenue

Physical Location: From the juncture of Southfield and Allen Roads to Regina Street

Road Ownership: City of Allen Park

Current Status of Road: Relatively good condition with only minor cracking that can be addressed with preventative crack sealing.

Projected Status of Road: No resurfacing or reconstruction needed for the next 8 – 10 years. However, a parking study would be beneficial.

Easement Ownership: City of Allen Park

Current Status of Easement: Relatively consistent width of easements, with minor exceptions closer to Regina Street.

Projected Status of Easement: No immediate concerns, but could be reviewed as part of a parking study.

Roosevelt Road

Physical Location: From the juncture of Allen Road and Ecorse Roads north to Southfield Road.

Road Ownership: Wayne County

Current Status of Road: Resurfaced in the Fall of 2022

Projected Status of Road: No repairs scheduled or needed.

Easement Ownership: Wayne County

Current Status of Easement: Standard width for easement. Wayne County has no concerns about current status.

Projected Status of Easement: No changes anticipated.

Commercial Building Status Registry

DDA Commercial Building Status Registry

Updated March 20, 2023

Vacant Buildings Registered with City Hall

Address	Status	Notes and Updates
5557 Allen Road	Vacant	
5561 Allen Road	Vacant	
5913 Allen Road	Vacant	
6613 Allen Road	Vacant	
6645 Allen Road	Vacant	
6800 Allen Road	Vacant	
7300 Allen Road	Vacant	
7344 Allen Road	Vacant	
7805 Allen Road	Vacant	
8002 Allen Road	Vacant	
6834 Park Avenue	Vacant	Owned by City. Attorneys working to clear title.
17410 Ecorse Road	Vacant Lot	Owned by DDA. Biggby Coffee is finalizing architectural plans

DDA Infrastructure Action Required List

DDA Infrastructure action Required List

Updated March 20, 2023

Address	Issue	Dated Reported	Person who Reported	Sent To	Resolution	Date Finalized
Top Shelf - 6660 Allen Rd.	Cut down trees on sidewalk. DDA incurred bills for tree replanting.	Summer 2022	???	Trevor Daniel	Ben Hughes to meet with owner	
Corner of Ecorse & Pelham	DDA street banner became loose on the lightpole	2/21/23	Kurt Mazag	CGI Banner Co.	Banner repaired on March 9, 2023	3/9/23
Multiple DDA Locations	Stuart Levy Landscaping did not complete all of the contractual work	Summer 2022	Cindy Riviera	Trevor Daniel	Ben Hughes to try meeting with owner	