



## Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



### BOARD AGENDA

Thursday, August 24, 2023

6:30 PM

A regular meeting of the Allen Park Downtown Development Authority will be held Thursday, August 24, 2023, at 6:30 PM in Allen Park City Hall, 15915 Southfield Rd.

| ACTIVITY   | RESPONSIBILITY      | ACTION      |
|--|---------------------|-------------|
| 1. Call to Order   | Chairman Mazag      |             |
| 2. Pledge of Allegiance  | Vice Chair Riviera  |             |
| 3. Roll Call   | Vice Chair Riviera  |             |
| 4. Agenda<br><i>Approval of the August 24, 2023 Meeting Agenda</i>   | Chairman Mazag      | Vote Needed |
| 5. Minutes from Previous Meetings<br><i>Approval of the minutes of the July 27, 2023 DDA Board Meeting</i>   | Chairman Mazag      | Vote Needed |
| 6. City Update   | Mayor McLeod        | Information |
| 7. Financial Report<br><i>Approval of the July 2023 expenses and financial reports</i>   | Treasurer Carnarvon | Vote Needed |
| 8. Public Comments – limited to DDA business only (4 minutes)  | Chairman Mazag      | Information |
| 9. Façade Improvement Grant Award for Planned Choices – 4517 Allen Road<br><i>Approval to release \$1,348.00 in Façade Improvement Grant funds</i>             | Mr. Hughes          | Vote Needed |
| 10. Façade Improvement Grant Award for May's Bakery – 6617 Allen Road<br><i>Approval to release \$2,000.00 in Façade Improvement Grant funds</i>               | Mr. Hughes          | Vote Needed |
| 11. 17410 Ecorse Road – Third Amendment to the Purchase Agreement<br><i>Approval to execute the proposed Third Amendment to Purchase Agreement</i>             | Mr. Hughes          | Vote Needed |
| 12. DTE Proposal to install GFI receptacles on 56 N. Allen Road street lights<br><i>Approval to accept proposal from DTE at a total cost to DDA of \$5,600</i> | Mr. Hughes          | Vote Needed |
| 13. Chairperson's Report<br>1. Vacant Building Registry<br>2. Problems & Resolution List<br>3. Projects List   | Chairman Mazag      | Information |

|                                 |                |             |
|---------------------------------|----------------|-------------|
| 14. Marketing Committee Update  | Mr. Holden     | Information |
| 15. Design Committee Update     | Mr. Hughes     | Information |
| 16. Executive Director's Report | Mr. Hughes     | Information |
| 17. Attorney's Report           | Mr. Daniel     | Information |
| 18. Director Comments           | Board Members  | Information |
| 19. Adjourn                     | Chairman Mazag | Vote Need   |

**Allen Park DDA Board of Directors Meeting Minutes**

**July 27, 2023**

# MINUTES

## Allen Park Downtown Development Authority

### MONTHLY MEETING

Thursday, July 27, 2023

6:30 p.m.

The Allen Park Downtown Development Authority met for its monthly session on Thursday, July 27, 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 6:30 p.m.
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL** Vice Chair/Secretary Cynthia Riviera called the roll. A quorum was present.

|                 |                 |                      |
|-----------------|-----------------|----------------------|
| <b>Present:</b> | Alex Alexander  | Director             |
|                 | Paul Carnarvon  | Treasurer (6:34 pm)  |
|                 | Fred Frank      | Director             |
|                 | Greg Genter     | Director             |
|                 | Jeff Holden     | Director             |
|                 | Kurt Mazag      | Chairperson          |
|                 | Gail McLeod     | Mayor                |
|                 | Cynthia Riviera | Vice Chair/Secretary |
|                 | Andre Tirado    | Director (6:39 pm)   |
|                 | Pete Zingas     | Director             |

**Excused:** Frank Cieszkowski Director

**Absent:** None

|                        |               |                        |
|------------------------|---------------|------------------------|
| <b>Others Present:</b> | Trevor Daniel | DDA Legal Counsel      |
|                        | Ben Hughes    | DDA Executive Director |

#### 4. APPROVAL OF AGENDA

*Motion* by G. McLeod supported by G. Genter.

*Discussion* by J. Holden requested that item #11 Marketing Committee Update include two proposals/action items

*Resolved* to approve the agenda as amended.

*Motion carried unanimously.*

- *P. Carnarvon was not yet present for the vote.*
- *A. Tirado was not yet present for the vote.*



## 5. APPROVAL OF MINUTES FROM PREVIOUS MEETINGS

*Motion* by G. Genter supported by G. McLeod to approve the minutes of the June 22, 2023 meeting

*Resolved* to approve the minutes.

*Motion carried 7-1.*

- *F. Frank voted no.*
- *P. Carnarvon was not yet present for the vote.*
- *A. Tirado was not yet present for the vote.*

## 6. CITY UPDATE ON DISTRICT ISSUES

- Roadwork is continuing
- Water main replacement on Reeck Road is continuing
- Media event at Champaign Park is upcoming
- Biggby Coffee Drive through approved but need to go to ZBA for setback variance
- America in Bloom had 2 representatives in town and toured City and Parks
- Paving at lot for Artistic Dental / Andre's businesses, Tom Murray checking on the work that needs to be done, and potentially using a different asphalt company

## 7. FINANCIAL REPORT

*Motion* by F. Frank, supported by J. Holden, to approve the expenses and accept the financial report.

*Discussion* – G. McLeod – previous question on payment to Post Net. The majority of the payment was postcards for Farmer's Market but additional charge also for cards to be used at Farmer's Market for Steve Donahue for under \$125 dollars. F. Frank asked if the bill was paid without Ben's approval. Ben Hughes mentioned that he did not catch the additional \$125 bill for Farmer's Market cards but approved payment to Post Net.

*Resolved* to accept the financial report and approve the expenses.

*Motion carried unanimously.*

## 8. PUBLIC COMMENTS

- Joe from Allen Park Elks – is the paving of the alley behind the Elks on the schedule for this year? Ben Hughes clarified that it is not on the schedule for 2023 but we are working with DPS to determine which alleys will be on the schedule for 2024.
- Phillippa Matakas– wants signage on vacant buildings to be taken down; some landscaping is good, others not as much, what is economic vitality?
- Nancy Knick – helped with Kid's Corner and confirmed Ben Hughes is the contact
- Steve Donahue – thank members for assistance at Farmer's Market and Touch a Truck. Wants the DDA and City Websites to have the same information relating to the DDA. Seem to be two DDA facebook pages? Will we be able to turn on the power for the Farmer's Market and better locate power with that? As to the cards on the bill from

Post Net, Steve mentioned that he helped Lauren Bielak design a foldover calendar card for the Farmer's Market and reviewed them with DDA Vice Chair/Secretary Cindy Riviera prior to submitting to Post Net for production.

- Ed Wurtzbacher - on beautification commission and AP civics citizen fund. Ben Hughes stepped up for the City Cleanup scheduled for September and DDA is providing food for the cleanup.

#### 9. DTE Street Light Proposal

- Debra Cain (Account Manager for the City of Allen Park DTE Account for past 20 years) and Tom Balog (Electrical Design Engineer) presented from DTE.

*Motion* by G. McLeod supported by A. Tirado to accept the proposal presented by DTE.

*Resolved* to accept the proposal presented by DTE.

*Motion carried 9-1.*

- *C. Riviera voted no.*

#### 10. CHAIRPERSON'S REPORT

1. *Vacant Building Registry* – we now have a list to identify vacant properties.
2. *Problems & Resolutions List* – we have a list to identify problem areas and projects lists for the DDA to address.
3. *Projects List* – this list identifies the priority of projects on the list for the DDA.

#### 11. MARKETING COMMITTEE UPDATE – J. Holden updated:

- Jeff Holden thanked those who participated in the Marketing Committee Meeting. He presented two proposals, the first to update the DDA logo and slogan, and the second to create a DDA Visitor Guide.

1. *New Logo Contest* – proposed creating a contest to solicit new logo design ideas.

*Motion* by J. Holden supported by P. Carnarvon to create and market a logo contest at a cost not to exceed \$1,000.

*Resolved* to create and market a logo contest at a cost not to exceed \$1,000.

*Motion carried unanimously.*

2. *DDA Visitor Guide* – proposed creating a DDA visitor guide highlighting the events and businesses in the DDA.

*Motion* by J. Holden supported by G. McLeod to create and publish a DDA Visitor Guide at a cost not to exceed \$7,500.

*Discussion* – F. Frank commented that it would be nice to expand the visitor guide to be city-wide, as while the majority of businesses in the City are in the DDA district, it would be beneficial to the City and a nominal cost to increase this to include all the businesses and Parks and Recreation events. Also asked if the amount requested is sufficient. A. Tirado mentioned that this is a great idea and would like to see this

eventually converted to a digital format in addition to the print format. J. Holden asked to withdraw the Motion and G. McLeod agreed.

***Motion Withdrawn.***

***Renewed/Amended Motion*** by J. Holden supported by F. Frank to create and publish a DDA Visitor Guide at a cost not to exceed \$8,500.

***Resolved*** to create and publish a DDA Visitor Guide at a cost not to exceed \$8,500.

***Motion carried unanimously.***

**12.DESIGN COMMITTEE UPDATE – Mr. Hughes updated:**

- Meeting will be held next month and two DDA board directors have so far volunteered to serve on the committee. Looking for more committee members.

**13.EXECUTIVE DIRECTOR REPORT – Mr. Hughes updated:**

- Thankful for the help from DDA board directors and other city departments at the special events

**14.ATTORNEY REPORT - Mr. Daniel**

1. ***Update on Bylaws Committee*** – we are forming a committee to work with Mr. Daniel and Mr. Hughes on revising/updating our bylaws. Two DDA directors have so far volunteered to serve on the committee. Looking for more volunteers to serve on the committee.
2. ***Update on Resignation of Executive Assistant/Special Events Coordinator*** – Lauren Bielak, our former Executive Assistant/Special Events Coordinator resigned on Friday, July 14, 2023. Mr. Daniel was planning to inform the board of the discipline history of Lauren Bielak during her employment but that is no longer necessary now that she has voluntarily resigned. Mr. Daniel has been in contact with Lauren's attorney who claim EEOC and MDCR complaints have been filed. Mr. Daniel has not been notified of this by EEOC or MDCR and has requested this information from Lauren's attorney. The DDA will take the appropriate action to defend against these claims if presented.

**15.DIRECTOR COMMENTS**

- A. Alexander – volunteered to serve on the Design Committee.
- A. Tirado – volunteered to serve on the Bylaws Committee
- G. Genter – volunteered to serve on the Bylaws Committee
- J. Holden – August 14, 2023 at 6:00 pm will be the next Marketing Committee Meeting.

**16.ADJOURNMENT**

*Motion* by C. Riviera, supported by J. Holden to adjourn the meeting.

*Resolved* to adjourn the meeting.

*Motion carried.*

*Meeting Ended at 8:54 PM*

**Allen Park DDA Financial Reports**

**July 2023**

User: AWERTZ

DB: Allen Park

## Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY

| GL Number   | Description                            | PERIOD ENDED<br>07/31/2022 | PERIOD ENDED<br>07/31/2023 |
|---|--|----------------------------|----------------------------|
| *** Assets ***  |  |                            |                            |
| 248-000-001-000                                       | CASH IN BANK-DDA FUND                  | 2,581,875.83               | 1,686,411.59               |
| 248-000-001-050                                       | CASH - DDA PNC                         | 12,417.92                  | 8,882.29                   |
| 248-000-004-000                                       | PETTY CASH                             | 150.00                     | 150.00                     |
| 248-000-017-100                                       | J FUND INVESTMENT                      | 0.00                       | 1,501,205.90               |
| 248-000-123-001                                       | PREPAID EXPENSE-OTHER                  | 0.00                       | 4.97                       |
| 248-000-130-000                                       | LAND                                   | 84,293.00                  | 84,293.00                  |
| 248-000-132-011                                       | DDA SITE IMP. - VAR. PROJECTS          | 12,586,659.95              | 12,586,659.95              |
| 248-000-133-100                                       | ACCUM DEPR - DDA SITE IMP              | (9,650,152.60)             | (9,650,152.60)             |
| 248-000-137-011                                       | ACCUM DEPR - BUILDINGS                 | (0.06)                     | (0.06)                     |
| 248-000-146-011                                       | FURNITURE & EQUIPMENT - DDA            | 44,699.75                  | 44,699.75                  |
| 248-000-147-011                                       | ACCUM DEPR - FURN AND EQUIP            | (21,110.18)                | (21,110.18)                |
| 248-000-196-000                                       | DEFERRED CHARGES ON REFUNDING          | 5,149.22                   | 5,149.22                   |
| <b>Total Assets</b>                                   |  | <b>5,643,982.83</b>        | <b>6,246,193.83</b>        |
| *** Liabilities ***                                   |  |                            |                            |
| 248-000-202-000                                       | ACCOUNTS PAYABLE                       | 835.50                     | 1,046.36                   |
| 248-000-251-000                                       | ACCRUED INTEREST PAYABLE               | 0.00                       | 3,286.67                   |
| 248-000-300-100                                       | BONDS PAYABLE - DDA 05 DOWNTOWN DEV    | 1,090,000.00               | 725,000.00                 |
| <b>Total Liabilities</b>                              |  | <b>1,090,835.50</b>        | <b>729,333.03</b>          |
| *** Fund Balance ***                                  |  |                            |                            |
| 248-000-390-000                                       | FUND BALANCE                           | 2,041,930.90               | 2,041,930.90               |
| 248-000-399-000                                       | NET ASSETS - INVEST CAP ASSET NET DEBT | 2,458,573.00               | 2,458,573.00               |
| <b>Total Fund Balance</b>                             |  | <b>4,500,503.90</b>        | <b>4,500,503.90</b>        |
| <b>Beginning Fund Balance</b>                         |  | <b>4,500,503.90</b>        | <b>4,500,503.90</b>        |
| <b>Net of Revenues VS Expenditures - 22-23</b>        |  |                            | <b>954,304.77</b>          |
| <b>*22-23 End FB/23-24 Beg FB</b>                     |  | <b>5,454,808.67</b>        |                            |
| <b>Net of Revenues VS Expenditures - Current Year</b> |  | <b>52,643.43</b>           | <b>62,052.13</b>           |
| <b>Ending Fund Balance</b>                            |  | <b>4,553,147.33</b>        | <b>5,516,860.80</b>        |
| <b>Total Liabilities And Fund Balance</b>             |  | <b>5,643,982.83</b>        | <b>6,246,193.83</b>        |

\* Year Not Closed

PERIOD ENDING 07/31/2023  
% Fiscal Year Completed: 8.47

| GL NUMBER                                 | DESCRIPTION                    | NORM         | (ABNORM)     | END BALANCE<br>06/30/2023 | 2023-24<br>ORIGINAL<br>BUDGET | 2023-24<br>AMENDED BUDGET | YTD BALANCE<br>07/31/2023 | ACTIVITY FOR<br>MONTH 07/31/23 | AVAILABLE<br>BALANCE | % BDT<br>USED |
|---|--------------------------------|--------------|--------------|---------------------------|-------------------------------|---------------------------|---------------------------|--------------------------------|----------------------|---------------|
| Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY |                                |              |              |                           |                               |                           |                           |                                |                      |               |
| Revenues                                  |                                |              |              |                           |                               |                           |                           |                                |                      |               |
| Dept 000                                  |                                |              |              |                           |                               |                           |                           |                                |                      |               |
| 248-000-403-000                           | PROPERTY TAXES - CURRENT       | 1,089,435.35 | 1,320,000.00 | 1,320,000.00              | 57,192.47                     | 1,262,807.53              | 4.33                      |                                |                      |               |
| 248-000-573-000                           | LOCAL COMMUNITY STABILIZATION  | 471,607.94   | 471,600.00   | 471,600.00                | 0.00                          | 471,600.00                | 0.00                      |                                |                      |               |
| 248-000-665-000                           | INVESTMENT INTEREST            | 18,328.61    | 70,000.00    | 70,000.00                 | 13,287.65                     | 56,712.35                 | 18.98                     |                                |                      |               |
| 248-000-668-000                           | RENTAL INCOME                  | 750.00       | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-677-000                           | MISCELLANEOUS                  | 62,517.00    | 50,000.00    | 50,000.00                 | 1,365.00                      | 48,635.00                 | 2.73                      |                                |                      |               |
| Total Dept 000                            |                                | 1,642,638.90 | 1,911,600.00 | 1,911,600.00              | 71,845.12                     | 1,839,754.88              | 3.76                      |                                |                      |               |
| TOTAL REVENUES                            |                                | 1,642,638.90 | 1,911,600.00 | 1,911,600.00              | 71,845.12                     | 1,839,754.88              | 3.76                      |                                |                      |               |
| Expenditures                              |                                |              |              |                           |                               |                           |                           |                                |                      |               |
| Dept 000                                  |                                |              |              |                           |                               |                           |                           |                                |                      |               |
| 248-000-701-000                           | PERSONAL SERVICES              | 69,313.03    | 110,000.00   | 110,000.00                | 7,295.75                      | 102,704.25                | 6.63                      |                                |                      |               |
| 248-000-702-000                           | P/T PERS. SERV.                | 8,606.00     | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-715-000                           | EMPLOYER FICA                  | 5,983.06     | 8,415.00     | 8,415.00                  | 562.67                        | 7,852.33                  | 6.69                      |                                |                      |               |
| 248-000-716-000                           | MEDICAL                        | 2,298.04     | 25,000.00    | 25,000.00                 | 188.99                        | 24,811.01                 | 0.76                      |                                |                      |               |
| 248-000-719-000                           | POST EMPLOYMENT HEALTH CARE    | 500.00       | 1,200.00     | 1,200.00                  | 100.00                        | 1,100.00                  | 8.33                      |                                |                      |               |
| 248-000-722-000                           | RETIREMENT CONTRIBUTION - DC   | 1,684.91     | 5,600.00     | 5,600.00                  | 331.78                        | 5,268.22                  | 5.92                      |                                |                      |               |
| 248-000-727-000                           | TERM LIFE INSURANCE            | 64.00        | 140.00       | 140.00                    | 12.80                         | 127.20                    | 9.14                      |                                |                      |               |
| 248-000-728-000                           | OFFICE SUPPLIES                | 2,773.68     | 3,500.00     | 3,500.00                  | 0.00                          | 3,500.00                  | 0.00                      |                                |                      |               |
| 248-000-757-000                           | OPERATING SUPPLIES             | 105.00       | 200.00       | 200.00                    | 0.00                          | 200.00                    | 0.00                      |                                |                      |               |
| 248-000-801-001                           | LAWN SERVICES                  | 26,969.00    | 78,000.00    | 78,000.00                 | 0.00                          | 78,000.00                 | 0.00                      |                                |                      |               |
| 248-000-804-000                           | ADMINISTRATIVE FEE             | 12,500.00    | 20,000.00    | 20,000.00                 | 0.00                          | 20,000.00                 | 0.00                      |                                |                      |               |
| 248-000-826-000                           | LEGAL SERVICES                 | 23,178.88    | 18,000.00    | 18,000.00                 | 0.00                          | 18,000.00                 | 0.00                      |                                |                      |               |
| 248-000-829-000                           | SITE IMPROVEMENTS              | 89,250.00    | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-848-000                           | 2015 BOND FEES                 | 175.59       | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-853-000                           | TELEPHONE                      | 2,105.01     | 1,500.00     | 1,500.00                  | 40.00                         | 1,460.00                  | 2.67                      |                                |                      |               |
| 248-000-920-000                           | UTILITIES                      | 18,722.32    | 11,700.00    | 11,700.00                 | 0.00                          | 11,700.00                 | 0.00                      |                                |                      |               |
| 248-000-931-000                           | BUILDING MAINTENANCE           | 64,975.10    | 75,000.00    | 75,000.00                 | 787.00                        | 74,213.00                 | 1.05                      |                                |                      |               |
| 248-000-942-000                           | RENT                           | 15,033.68    | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-954-000                           | BANK SERVICE CHARGES           | 399.20       | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-958-000                           | MEMBERSHIP & DUES              | 575.00       | 1,500.00     | 1,500.00                  | 0.00                          | 1,500.00                  | 0.00                      |                                |                      |               |
| 248-000-960-000                           | MARKETING/PROMOTIONS           | 79,220.06    | 60,000.00    | 60,000.00                 | 149.00                        | 59,851.00                 | 0.25                      |                                |                      |               |
| 248-000-962-000                           | MISCELLANEOUS                  | 34,776.94    | 13,000.00    | 13,000.00                 | 0.00                          | 13,000.00                 | 0.00                      |                                |                      |               |
| 248-000-967-100                           | ECONOMIC VITALITY              | 110,002.25   | 0.00         | 0.00                      | 0.00                          | 0.00                      | 0.00                      |                                |                      |               |
| 248-000-975-000                           | DESIGN COMMITTEE               | 101,012.71   | 0.00         | 0.00                      | 325.00                        | 325.00                    | 0.00                      |                                |                      |               |
| 248-000-985-410                           | ALLEN ROAD STREETScape         | 0.00         | 582,600.00   | 582,600.00                | 0.00                          | 582,600.00                | 0.00                      |                                |                      |               |
| 248-000-985-420                           | LED STREETLIGHTS               | 0.00         | 200,000.00   | 200,000.00                | 0.00                          | 200,000.00                | 0.00                      |                                |                      |               |
| 248-000-985-425                           | DDA INFRASTRUCTURE             | 0.00         | 50,000.00    | 50,000.00                 | 0.00                          | 50,000.00                 | 0.00                      |                                |                      |               |
| 248-000-985-430                           | FACADE GRANT                   | 0.00         | 126,385.00   | 126,385.00                | 0.00                          | 126,385.00                | 0.00                      |                                |                      |               |
| 248-000-985-440                           | PARKS AND RECREATION ENCANCEME | 0.00         | 40,000.00    | 40,000.00                 | 0.00                          | 40,000.00                 | 0.00                      |                                |                      |               |
| 248-000-985-455                           | ALLEY PAVING PROGRAM           | 0.00         | 100,000.00   | 100,000.00                | 0.00                          | 100,000.00                | 0.00                      |                                |                      |               |
| 248-000-991-000                           | BOND PRINCIPAL                 | 0.00         | 370,000.00   | 370,000.00                | 0.00                          | 370,000.00                | 0.00                      |                                |                      |               |
| 248-000-993-000                           | INTEREST EXPENSE               | 18,110.67    | 9,860.00     | 9,860.00                  | 0.00                          | 9,860.00                  | 0.00                      |                                |                      |               |
| Total Dept 000                            |                                | 688,334.13   | 1,911,600.00 | 1,911,600.00              | 9,792.99                      | 1,901,807.01              | 0.51                      |                                |                      |               |
| TOTAL EXPENDITURES                        |                                | 688,334.13   | 1,911,600.00 | 1,911,600.00              | 9,792.99                      | 1,901,807.01              | 0.51                      |                                |                      |               |

User: AMERTZ  
DB: Allen Park

PERIOD ENDING 07/31/2023  
% Fiscal Year Completed: 8.47

|   |             |                                  |         |              |                |               |                |               |          |  |  |  |  |
|---|-------------|----------------------------------|---------|--------------|----------------|---------------|----------------|---------------|----------|--|--|--|--|
| DB: Allen Fair                            |             | Fiscal Year Completed: 8/31/2023 |         |              |                |               |                |               |          |  |  |  |  |
| GL NUMBER                                 | DESCRIPTION | END BALANCE                      | 2023-24 | ORIGINAL     | 2023-24        | YTD BALANCE   | ACTIVITY FOR   | AVAILABLE     | %        |  |  |  |  |
|   |             | 06/30/2023                       |         | BUDGET       | AMENDED BUDGET | 07/31/2023    | MONTH 07/31/23 | BALANCE       | BDC USED |  |  |  |  |
|   |             | NORM (ABNORM)                    |         |              |                | NORM (ABNORM) | INCR (DECR)    | NORM (ABNORM) |          |  |  |  |  |
| Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY |             |                                  |         |              |                |               |                |               |          |  |  |  |  |
| TOTAL REVENUES                            |             | 1,642,638.90                     |         | 1,911,600.00 | 1,911,600.00   | 71,845.12     | 71,845.12      | 1,839,754.88  | 3.76     |  |  |  |  |
| TOTAL EXPENDITURES                        |             | 688,334.13                       |         | 1,911,600.00 | 1,911,600.00   | 9,792.99      | 9,792.99       | 1,901,807.01  | 0.51     |  |  |  |  |
| NET OF REVENUES & EXPENDITURES            |             | 954,304.77                       |         | 0.00         | 0.00           | 62,052.13     | 62,052.13      | (62,052.13)   | 100.00   |  |  |  |  |



**Disbursement Checks Issued by the City on Behalf of the DDA**  
**July**

**Checks Run on July 5, 2023**

| Budget Account # | Budget Account Name  | Vendor Name                        | Invoice Description                                      | Amount     | Check # |
|------------------|----------------------|------------------------------------|--|------------|---------|
| 248-000-716-000  | MEDICAL              | MEDTIPSTER                         | PRESCRIPTION DRUG COVERAGE FOR JUNE 1-15, 2023           | \$29.02    | 2234    |
| 248-000-716-000  | MEDICAL              | ASR                                | MEDICAL AND VISION COVERAGE ADMINISTRATION FOR JULY 2023 | \$184.11   | 2235    |
| 248-000-728-000  | OFFICE SUPPLIES      | DURBIN, GARY                       | REIMBURSEMENT FOR IT HARDWARE PURCHASED FOR DDA          | \$121.89   | 117951  |
| 248-000-801-001  | LAWN SERVICES        | D&B LANDSCAPING INC                | SERVICES FOR ECORSE ROAD STREETSCAPE                     | \$242.00   | 117949  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN SRV SOUTHFIELD RD MEDIAN                  | \$450.00   | 118014  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN CARE 17410 ECORSE RD                      | \$580.00   | 118014  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN SRV BEATRICE PROJ                         | \$140.00   | 118014  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN CARE PARK AVE                             | \$135.00   | 118014  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN SRV 5223 ALLEN RD                         | \$225.00   | 118014  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN CARE QUANDT ALLEY PROJECT                 | \$150.00   | 118014  |
| 248-000-801-001  | LAWN SERVICES        | SEASONAL PROPERTY MANAGEMENT       | JUNE 2023 LAWN CARE 6543 ALLEN ROAD                      | \$300.00   | 118014  |
| 248-000-826-000  | LEGAL SERVICES       | PENTTUK, COUVREUR AND KOBIJAK, P.C | JUNE 2023 LEGAL SRV FOR DDA OFFICE                       | \$895.00   | 118000  |
| 248-000-920-000  | UTILITIES DDA        | ALLEN PARK WATER                   | FINAL WATER BILL FOR DDA OFFICE 4/1-6/30/23              | \$74.80    | 117928  |
| 248-000-931-000  | TRASH PICKUP DDA     | KAR, KYLE                          | CITY CLEAN UP SERVICES 6/1-7/1/23                        | \$900.00   | 117973  |
| 248-000-960-000  | MARKETING/PROMOTIONS | COMMUNITY PUBLISHING & MARKETING   | AP FULL PAGE ADD Q2 2023 DDA                             | \$350.00   | 117946  |
| 248-000-960-000  | MARKETING/PROMOTIONS | KEY AWARDS                         | CAR SHOW PLATES  | \$830.00   | 117974  |
| 248-000-960-000  | MARKETING/PROMOTIONS | MICHIGAN TOURNAMENT FLEET          | GOLF CART RENTAL FOR JUNE 2023 CAR SHOW                  | \$730.00   | 117984  |
| 248-000-960-000  | MARKETING/PROMOTIONS | POSTNET M109                       | SUPPLIES FOR FARMERS MARKET                              | \$1,703.17 | 118004  |
| 248-000-960-000  | MARKETING/PROMOTIONS | POSTNET M109                       | SUPPLIES FOR DDA   | \$125.00   | 118005  |
|                  |                      |                                    | TOTAL  | \$7,664.99 |         |

**Checks Run on July 19, 2023**

| Budget Account # | Budget Account Name    | Vendor Name                   | Invoice Description                                   | Amount     | Check # |
|------------------|------------------------|-------------------------------|---|------------|---------|
| 248-000-826-000  | LEGAL SERVICES         | MILLER & MILLER, P.C.         | JUNE 2023 DDA LEGAL SERVICES                          | \$1,500.00 | 118147  |
| 248-000-826-000  | LEGAL SERVICES         | MILLER & MILLER, P.C.         | DISCIPLINARY LEGAL SRV APRIL TO JUNE 2023             | \$5,475.00 | 118147  |
| 248-000-853-000  | CITY DDA 734-460-1488  | VERIZON WIRELESS              | CITY PHONE SERVICE 6/11/23-7/10/23                    | \$40.34    | 118048  |
| 248-000-920-000  | UTILITIES 910005331970 | DTE ENERGY                    | JUNE 2023 ELECTRIC DDA SERVICES                       | \$161.32   | 118111  |
| 248-000-931-000  | BUILDING MAINTENANCE   | HADDIX ELECTRIC               | MATERIAL & LABOR TO WORK ON LIGHT POLE BEHIND CULVERS | \$585.00   | 118125  |
| 248-000-931-000  | BUILDING MAINTENANCE   | HADDIX ELECTRIC               | LABOR & MATERIAL TO SERVICE POWER LOSS AT FM          | \$202.00   | 118125  |
| 248-000-960-000  | MARKETING/PROMOTIONS   | BIELAJ, LAUREN-RIVIERA        | REIMBURSEMENT FOR CAR SHOW SUPPLIES                   | \$19.04    | 118076  |
| 248-000-960-000  | MARKETING/PROMOTIONS   | BIELAJ, LAUREN-RIVIERA        | REIMBURSEMENT FOR DDA SHOWCASE ITEMS                  | \$73.92    | 118076  |
| 248-000-960-000  | MARKETING/PROMOTIONS   | CONPOTO LLC                   | JULY 2023 MONTHLY SUBSCRIPTION FEE                    | \$149.00   | 118094  |
| 248-000-962-000  | MISCELLANEOUS          | ELECTRONIC TECH SOLUTIONS LLC | IT SERVICES FOR LAUREN COMPUTER SET UP                | \$400.00   | 118113  |
| 248-000-975-000  | DESIGN COMMITTEE       | SHUELL, MICHAEL               | FACADE ASSISTANCE MORO'S RESTAURANT                   | \$325.00   | 118171  |
|                  |                        |                               | TOTAL   | \$8,930.62 |         |

Allen Park DDA  
Credit Card Activity  
July

|           |           |                          |                                       |          |  |
|-----------|-----------|--------------------------|---------------------------------------|----------|--|
| 7/10/2023 | 7/7/2023  | '55310203189091345000328 | GREAT LAKES ACE HDWE ALLEN PARK MI    | \$14.39  |  |
| 7/11/2023 | 7/10/2023 | '05436843191300271019290 | KROGER #693 LINCOLN PARK MI           | \$26.97  |  |
| 7/13/2023 | 7/12/2023 | '85309613193980017768598 | SUBURBAN SEWER AND SEP CARLETON MI    | \$250.00 |  |
| 7/18/2023 | 7/17/2023 | '02305373198300328239210 | USPS CHANGE OF ADDRESS 800-2383150 TN | \$2.20   |  |
| 7/18/2023 | 7/17/2023 | '55432863198204790318201 | VS *WOWÂ³ 866-496-9669 OR             | \$735.04 |  |
| 7/19/2023 | 7/18/2023 | '55310203200091347000651 | GREAT LAKES ACE HDWE ALLEN PARK MI    | \$20.13  |  |

**DDA Façade Improvement Grant Award**

**Planned Choices  
4517 Allen Road**



## Allen Park Downtown Development Authority

Kurt Mazag, *Chairperson*

Cynthia Riviera, *Vice-Chair/Secretary*

Paul Carnarvon, *Treasurer*



**To:** DDA Board of Directors

**From:** Benjamin M. Hughes, Executive Director *BH*

**Subject:** Planned Choices at 4517 Allen Road – DDA Façade Grant Award

**Date:** August 22, 2023

The DDA Board of Directors awarded a Façade Grant on July 22, 2021 to Planned Choices for exterior improvements to their building located at 4517 Allen Road. The applicant completed the exterior improvements to the building in 2022. They submitted the required documentation to comply with all aspects of the grant.

Please note that the building owner is current with their property taxes, their water bills, and they have no unpaid fees with the Building Department. As such, I recommend the Board approve the disbursement of \$1,348.00 in Façade Improvement Grant funds to Planned Choices.

**DDA Façade Improvement Grant Award**

**May's Bakery  
6617 Allen Road**



## Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



**To:** DDA Board of Directors

**From:** Benjamin M. Hughes, Executive Director *BH*

**Subject:** May's Bakery at 6617 Allen Road– DDA Façade Grant Award

**Date:** August 22, 2023

The DDA Board of Directors awarded a Façade Grant on July 28, 2022 to May's Bakery for exterior improvements involving a new awning to their building located at 6617 Allen Road. The applicant completed the exterior improvements to the building in 2022. They submitted the required documentation to comply with all aspects of the grant.

Please note that the building owner is current with their property taxes, their water bills, and they have no unpaid fees with the Building Department. As such, I recommend the Board approve the disbursement of \$2,000.00 in Façade Improvement Grant funds to May's Bakery.

**17410 Ecorse Road – Biggby Coffee  
Third Amendment to Purchase Agreement**



## Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



**To:** DDA Board of Directors

**From:** Benjamin M. Hughes, Executive Director *BH*

**Subject:** DDA Property at 17410 Ecorse Road – Biggby Coffee Proposal

**Date:** August 22, 2023

As you are aware, the DDA currently owns the empty property located at 17410 Ecorse Road. On December 8, 2022, the DDA Board approved the sale of this property for \$120,000 to a development team for purposes of constructing a Biggby's Coffee. A formal purchase agreement was then fully executed between both parties on December 27, 2022.

A series of discussions and meetings with the development team, City departments, and myself have occurred during the first five (5) months of this year. Changes were made to the original plans to accommodate driveway access points on Ecorse Road, instead of the driveway points appearing on Winona Avenue. As a result of these design changes, the developers schedule to appear before the Planning Commission, the Zoning Board of Appeals, and the City Council, were slightly delayed. This resulted in two (2) amendments to the original purchase agreement to extend the expiration date.

The proposal has now been approved by the Planning Commission and the City Council. The project now only needs approval from the Zoning Board of Appeals for driveway setback variances. This request will appear before the Zoning Board of Appeals at a meeting to be scheduled in September.

The development team is seeking a Third Amendment to the original purchase agreement that would extend the agreement by four (4) months. Given the length of this proposed extension, I am seeking your approval to execute this final amendment.



## COMMERCIAL PURCHASE AGREEMENT

This COMMERCIAL PURCHASE Agreement is made and entered into on the Effective Date (defined below) by and between **Allen Park Downtown Development Authority** ("Seller"), whose address is, 6543 Allen Road, Allen Park, Michigan 48101, and **VH Allen Park, LLC**, a Michigan Limited Liability Company ("Purchaser"), whose address is 2562 Breton Creek Dr SE, Grand Rapids, MI 49512, in the manner following:

1. **PROPERTY DESCRIPTION.** Purchaser offers and agrees to purchase the real property located in the City of Allen Park, County of Wayne, Michigan, commonly known as 17410 Ecorse Road, tax lot identification number: 300230040052000, together with Seller's interest in all easements, appurtenances, land division rights, timber, air, oil, gas and mineral, subsurface, riparian, and all other rights and interests pertaining to such property, and together with all buildings, structures and other physical improvements situated on such property (collectively, the "Real Property"). (Legal description of the real property shall be as set forth in the Title Commitment [defined below].)

The Real Property, together with any of the foregoing are collectively the "Property."

2. **PURCHASE PRICE.** The purchase price ("Purchase Price") for the Property shall be **One Hundred Twenty (\$120,000) Dollars.**

3. **PAYMENT OF PURCHASE PRICE. Cash.** Purchaser shall pay the full Purchase Price, including any adjustments and/or prorations contained herein, to Seller at closing by certified check or wire transfer of immediately available funds or another method acceptable to Seller and title company.

4. **EARNEST MONEY DEPOSIT.** Within three (3) calendar days following the Effective Date of this Agreement, Purchaser shall deposit with Minnesota Title Agency - Title Insurance Company (the "Title Company" or "Escrow Agent"), Purchaser's earnest money deposit in the amount of Twenty Thousand (\$20,000) Dollars (the "Deposit"). If Purchaser fails to deliver the Deposit timely, Purchaser shall be in default and Seller may terminate this Agreement upon notice to Purchaser. The Deposit shall be refunded to Purchaser in the event this Agreement is properly terminated by Purchaser under the terms and conditions provided for herein; delivered to and retained by Seller; or applied to the Purchase Price at Closing.

☐ 5. **DUE DILIGENCE CONTINGENCY.** Purchaser shall have 120 days after receipt of fully accepted copy of this Agreement executed by Seller ("Inspection Period") to inspect and obtain the following items:

☐ Purchaser's satisfaction with the results of an environmental site assessment.

☐ Purchaser making soil tests, borings and any other engineer and architectural tests Purchaser desires.

☐ Purchaser obtaining an ALTA survey of the Property ("Survey").

☐ Purchaser obtaining site plan approval from the City of Allen Park and Wayne County, if necessary, for a drive-through coffee shop.

☐ Purchaser conducting any other due diligence desired by Purchaser.

All due diligence shall be performed by Purchaser at Purchaser's sole expense. Prior to expiration of the Inspection Period, if Purchaser notifies Seller that, in Purchaser's sole discretion, the Property is unsuitable for Purchaser's intended purposes, then Seller and the Escrow Agent shall return the Deposit to Purchaser, and neither party shall have any further rights or obligations under this Agreement, except for any obligations which, by the terms of this Agreement are intended to survive termination. In the event Purchaser does not provide Seller with written notice of termination prior to the expiration of the Inspection Period, then the Deposit shall be non-refundable (unless Seller defaults), Purchaser shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed fulfilled. Seller, at no expense to Seller, shall cooperate with Purchaser in providing reasonable access to the Property for Purchaser to perform its due diligence, and in obtaining all approvals desired or required from any federal, state or local government ("Governmental Approvals"), provided that no Governmental Approvals shall be binding upon Seller or the Property if Purchaser fails to close. Said Governmental Approvals shall be obtained during the Inspection Period unless the parties hereafter agree in writing that additional time is required to obtain them. Purchaser shall repair any damage to the Property caused by Purchaser or its agents, and Purchaser shall defend and indemnify and hold Seller harmless against any liability, loss, damage, cost or expense arising from any of Purchaser's due diligence activities; and these obligations of Purchaser shall survive termination of this Agreement. Within 5 business days after execution of this Agreement, Seller will provide Purchaser with copies of or other access to all title policies, surveys, leases, environmental reports, studies, site plans, certificates of occupancy and other documentation in the possession or control of Seller, which is material to Purchaser's decision whether to purchase the Property. In addition, Purchaser or its consultants and contractors upon entering the Property and during the continuance of the due diligence period shall obtain commercial general liability insurance in the amount of not less than \$2,000,000.00 naming Seller and the City of Allen Park as additional insureds and certificate(s) of insurance shall be supplied to Seller. The certificates shall provide that the insurance shall not be canceled or the amount reduced without 15 days' advance notice to Seller. The contractors and consultants shall also maintain workers' compensation and auto no-fault insurance. At Seller's request, copies of the insurance policies shall be delivered to Seller.

## 6. TITLE INSURANCE.

- (a) **Title Insurance and Survey:** Owner Policy of Title Insurance to be furnished hereunder, to be paid for by Seller. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, with Standard Exceptions (the "Title Commitment"), from the Title Company, and shall provide a copy of the same to Purchaser upon receipt. Purchaser in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. The Title Commitment shall be accompanied by copies of all recorded exceptions to title referred to therein. At Closing, the Title Company shall deliver to Purchaser a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Purchaser may reasonably require, provided, however Purchaser shall be responsible for the cost of such endorsements. Purchaser shall order the Survey within 10 days after receipt of the Title Commitment. If Purchaser does not timely obtain the Survey, it shall be deemed to have waived all survey-related objections to title.

- (b) **Objections to Title and Survey.** If Purchaser objects to any matters of title or survey and Purchaser so notifies Seller in writing of such objection(s) ("Objection Notice") within 30 days after receipt of the Title Commitment, then Seller shall have 30 days from the date Seller receives the Objection Notice to either: (i) remedy the title and survey defects described in Purchaser's Objection Notice and obtain and deliver to Purchaser a revised Title Commitment and/or Survey (Survey corrections at Purchaser's expense) which reflects that all such defects have been remedied; or (ii) notify Purchaser and Escrow Agent that Seller is unable or unwilling to remedy the defects, in which event Purchaser shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement and receive a full refund of the Deposit (subject to those obligations which by their terms survive termination) or waive Purchaser's title and survey objections, and proceed to Closing, subject to satisfaction or waiver of Purchaser's other pre-Closing contingencies. If Purchaser proceeds to Closing, all exceptions set forth in the Title Commitment, and all objectionable matters set forth in the Survey, shall be deemed "Permitted Exceptions."

## 7. ENVIRONMENTAL.

- (a) **Environmental.** To Seller's knowledge, there are currently no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State and local statutes and regulations, are present in quantities in violation of applicable law. No claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property. Purchaser acknowledges that Seller has advised that the Property was used as a gasoline/auto service station and that a tank release of petroleum occurred at the Property. Purchaser also acknowledges receipt of a "closure letter" dated March 20, 2021 from EGLE and Phase 1 Environmental Site Assessment and Phase 2 Environmental Site Assessment prepared by AKT Peerless. Seller consents to Purchaser and its environmental consultant contacting EGLE for the Closure Report and AKT Peerless for access to files relating to the Property, at Purchaser's Expense. Seller agrees to sign and required release or consent to EGLE and AKT Peerless. Upon request from Purchaser, Seller agrees to request the City of Allen Park and the Downriver Community Conference Brownfield Program Committee for a grant to pay for a Phase 1 Environmental Site Assessment to be performed by AKT Peerless. However, there is no guarantee, but past experience suggests this grant could be available for this Property's assessment. If granted, AKT Peerless should be able to perform this assessment without charge to Purchaser.
- (b) **Due Diligence.** Purchaser shall have the right at Purchaser's expense to conduct a Phase I environmental site assessment during the Inspection Period. Purchaser agrees to repair and restore any damage to the Property caused by Purchaser's investigations or testing, at Purchaser's sole expense. Purchaser shall defend, indemnify and hold Seller harmless from all costs, expenses and liabilities arising out of Purchaser's inspection of the Property, including that of Purchaser's employees, agents, consultants, or contractors performing said inspection. Purchaser and its consultants and contractors shall not install test or boring wells, or conduct similar testing at the site without obtaining Seller's consent and delivering to Seller an insurance policy or certificate for pollution liability insurance or errors and omissions insurance which does not exclude pollution liability or environmental damage. Seller's

consent shall not be unreasonably withheld, delayed, or conditioned, except Seller may require such insurance coverage.

8. **CLOSING AND CLOSING ADJUSTMENTS.** Closing shall take place at the offices of the Title Company in Allen Park or another mutually acceptable location at the earlier of: (i) 10 days following the expiration of the Inspection Period; or (ii) upon Purchaser's written notification to Seller that all of the Purchaser's conditions precedent and contingencies have been satisfied or waived on a date reasonably acceptable to Seller and Purchaser.

At Closing, Seller shall deliver to Purchaser a customary Michigan form of Covenant Deed (covenanting against Seller's own acts) conveying good and marketable fee simple title to the Property, subject to easements, covenants, and restrictions of record, matters an accurate survey of the Property would disclose, zoning ordinances and governmental restrictions, if any, and the lien of real estate taxes not yet due and payable, along with Seller's right to make any land divisions of the Property permitted to Seller, if applicable, under the Michigan Land Division Act, MCL 560.101 *et seq*. Should any financial liens or encumbrances of a definite or ascertainable amount (such as a mortgage) be recorded against the Property, Seller shall pay and/or satisfy any such encumbrance prior to or simultaneously with the Closing. In addition, at Closing, Seller shall pay the base owner's title insurance policy premium, all state or county real estate transfer taxes, all outstanding water and sewer bills, and any other outstanding obligations which, if unpaid, may become a lien against the Property, except for any caused by Purchaser or its contractors or consultants. The parties shall share equally all Title Company fees and expenses. Purchaser shall pay the recording fee for the deed. Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated as of the date of the Closing on a "due date" basis as if paid in advance, with Seller receiving a credit for any prepaid taxes. All assessments, including, but not limited to any special assessments which have become a lien upon the land shall be paid in full by Seller. Each party shall pay their own attorney fees. At Closing, the Title Company may establish a water escrow, pending receipt of a final paid water bill for water and sewer charges incurred through Closing.

9. **SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.** Seller warrants, represents and covenants to Purchaser, as follows:

- (a) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Purchaser in accordance with the terms and provisions of this Agreement. Before Closing, Seller shall provide the Title Company and Purchaser with satisfactory written evidence that all necessary and appropriate action has been taken by Seller authorizing and approving the execution, delivery and performance by Seller of this Agreement and all closing documents, and the performance by Seller of all other acts necessary or appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Title.** Seller owns the Property in fee simple and has marketable and good title to the Property, subject to any exceptions in the Title Commitment. Seller will not further encumber title to the Property before Closing without Purchaser's prior written consent, which consent shall not be unreasonably withheld.
- (c) **Conflicts.** The execution and entry into this Agreement by Seller, the execution and delivery of the documents and instruments to be executed and delivered by Seller on the Closing Date, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller or the Property is bound.
- (d) **Litigation.** There is no action, suit or proceeding pending or, to Seller's knowledge, threatened by or against or affecting Seller or the Property which does or will involve or affect the Property or title thereto. Seller will, promptly upon receiving any such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof.
- (e) **No Violations.** To Seller's knowledge, Seller has not received notice of any existing violations of state or federal laws, **municipal**, or county ordinances, or other legal requirements with respect to the Property. In the event Seller receives notice of any such violation affecting the Property prior to the Closing, Seller shall promptly notify Purchaser thereof.
- (f) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U. S. Internal Revenue Code of 1986, as amended, and the regulations **promulgated** pursuant thereto, and Purchaser has no obligation under Section 1445 of the U. S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U. S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445). Seller shall furnish Purchaser with a non-foreign person affidavit at Closing.
- (g) **Construction Liens.** On the Closing Date, Seller will not be indebted to any contractor, laborer, materialmen, architect, or engineer for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the **Property** for which any person could claim a lien against the Property and shall execute a standard title company affidavit to this effect at Closing.

10. **PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS.**

- (a) **Authority.** Purchaser: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement. Before Closing, Purchaser shall provide the Title Company and Seller with satisfactory written evidence that all necessary and appropriate action has been taken by Purchaser authorizing and approving the execution, delivery and performance

by Purchaser of this Agreement, and all closing documents and the performance by Purchaser of all other acts necessary or as appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

- (b) **Conflicts.** The execution and entry into this Agreement by Purchaser, the execution and delivery of the documents and instruments to be executed and delivered by Purchaser on the Closing Date, and the performance by Purchaser of Purchaser's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, will not violate any contract, agreement or other instrument to which Purchaser is a party, or any judicial order or judgment of any nature by which Purchaser is bound.

11. **Breach of Representations.** Notwithstanding anything to the contrary in this Agreement, if Purchaser or Seller have actual knowledge of the breach by the other of any of its respective representations, warranties and covenants in this Agreement, but proceeds to Closing and closes this transaction nevertheless, such breach shall be deemed waived. Any action to enforce a claimed breach of the representations and warranties by Seller or Purchaser in the preceding two sections of this Agreement must be filed within 6 months after Closing or they are deemed waived.

12. **Damage to Property.** If between the Effective Date of this Agreement and the Closing Date, all or any part of the Property is damaged by fire or natural elements or other causes beyond the Seller's control, which Seller does not repair or agree to repair prior to the Closing Date, or any part of the Property is taken pursuant to any power of eminent domain, Seller shall immediately notify Purchaser of such occurrence, and Purchaser may terminate this Agreement with written notice to Seller within 15 days after the date Purchaser learns of such damage or taking, and receive a refund of the Deposit without further liability, except for those obligations of Purchaser which are intended to survive termination. If Purchaser does not elect to terminate this Agreement, there shall be no reduction of the purchase price and Seller shall assign to Purchaser whatever rights Seller may have with respect to any insurance proceeds or eminent domain award at Closing.

13. **As Is.** Neither Seller nor any broker, nor any of their officers, directors, managers, members, employees or agents have made any representation, warranty or disclosure with respect to the Property, upon which Purchaser may rely, except as may be set forth in writing in this Agreement. By Closing, Purchaser agrees to accept the Property in "As Is" condition to the fullest extent permitted by law. Except for the representations and warranties set forth herein, the sale of the Property from Seller to Purchaser is on an "AS-IS, WHERE-IS, WITH ALL FAULTS" condition, and Accordingly, Purchaser hereby releases the Seller from and agrees to indemnify, hold harmless and defend the Seller against, and hold the Seller harmless from, all loss, liability, claims, costs (including reasonable attorneys' fees), liens and damages with respect to the Property, except for those resulting solely from a breach by Seller of its representations, warranties and covenants in this Agreement **Seller's Closing Obligations.** At Closing, Seller shall execute and deliver the Covenant Deed, closing statement, standard title company owner's affidavit and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

14. **Purchaser's Closing Obligations.** At closing, Purchaser shall pay to Seller the Purchase Price in the manner specified in Section 3 above in cash, subject to agreed pro rations and adjustments, and execute and deliver a closing statement and all other usual and customary Title Company and other closing documents necessary or appropriate to consummate the sale.

15. **SECTION 1031 Tax-Deferred Exchanges.** Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection therewith, the non-requesting party shall not be required to: (a) incur any additional costs or expenses; (b) take legal title to additional real property (i.e., the requesting parties' "replacement property" or "relinquished property"); or (c) agree to delay the Closing. However, should both parties wish to complete a tax-deferred exchange, the parties will each incur their own additional expenses related to their exchange and shall split any common costs which will benefit both parties by such a division

16. **Notices.** Unless otherwise stated in this Agreement, a notice required or permitted by this Agreement shall be sufficient if in writing and either delivered personally or sent via Federal Express, UPS or a similar nationally recognized overnight delivery service, or by certified mail, return receipt requested, addressed to the parties at their addresses specified below or by email. Any notices given by personal service shall be below or by e-mail effective upon delivery (provided that if an email is not accepted or acknowledged, notice shall only be effective if it is also sent by U.S. Mail or another method specified in this Agreement.) Any notice given by Federal Express or UPS shall be deemed effective one business day after sending. Any notice given by certified mail, return receipt requested, shall be deemed given three business days after mailing, and any notice given by email shall be deemed effective upon receipt. Copies of all notices shall be made as follows:

☐ If to Purchaser:

|            |   |
|------------|---|
| Name:      | Brian Winkelmann, Manager, VH Allen Park, LLC   |
| Address:   | 2562 Breton Creek Dr SE, Grand Rapids, MI 49512 |
| Address:   |   |
| Telephone: | (616) 570 - 2899                                |
| Facsimile: |   |
| Email:     | brianw@dtswink.com                              |

With copy to:

|            |                                    |
|------------|------------------------------------|
| Name:      | Mike Huszti, HLI Land Brokers, LLC |
| Address:   | 555 Hill Street, Milford, MI 48381 |
| Address:   |                                    |
| Telephone: | (248) 210 - 3320                   |
| Facsimile: |                                    |
| Email:     | mikehuszti70@gmail.com             |

☐ If to Seller :

|            |  |
|------------|--|
| Name:      | Allen Park Downtown Development Authority                                |
| Address:   | 6543 Allen Road  |
| Address:   | Allen Park, MI 48101   |
| Telephone: | 313-928-0940   |
| Facsimile: |  |
| Email:     | <u>APDDA@cityofallenpark.org</u> and<br><u>RCady@cityofallenpark.org</u> |

With copy to:

|            |                      |
|------------|----------------------|
| Name:      | Trevor A. Daniel     |
| Address:   | 6803 Roosevelt Ave.  |
| Address:   | Allen Park, MI 48101 |
| Telephone: | 734-984-0800         |



|            |                               |
|------------|-------------------------------|
| Facsimile: | 734-407-8839                  |
| Email:     | <u>Trevor@DanielLawPC.com</u> |

And an additional copy of each notice to Seller via email to Seller's broker: JLL – zach.resnick@jll.com

17. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the sale of the Property. All contemporaneous or prior oral and written negotiations and agreements have been merged into this Agreement.
18. **MICHIGAN LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles.
19. **AMENDMENTS.** This Agreement may be modified or amended only by written instrument signed by the Purchaser and Seller.
20. **EFFECTIVE DATE.** For purposes of this Agreement, the phrase "Effective Date" shall be the last date upon which this Agreement becomes fully executed, and delivered by both parties including any counter proposals or amendments counter-signed by the opposing party.
21. **Broker.** Purchaser and Seller each acknowledge that: (i) Purchaser's real estate agent is HLI Land Brokers, LLC and (ii) Seller's real estate agent is JLL. Seller agrees to pay the real estate broker(s) involved in this transaction a combined 6% brokerage fee of \$7,200, with \$3,600 paid to HLI Land Brokers, LLC and \$3,600 paid to JLL at Closing. The parties acknowledge that other than the parties' real estate agents disclosed herein, no other real estate brokers, salespersons, or agents are involved in this transaction and the parties hereby indemnify and hold each other harmless from any and all such claims for brokerage fees. All brokers and their agents specifically disclaim responsibility for the condition of the Property and performance of this Agreement.
22. **DEFAULT.**
- (a) **Seller's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Purchaser shall as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Deposit, in which case this Agreement shall terminate in full, except for any provisions which by their terms, are intended to survive termination.
- (b) **Purchaser's Default.** If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Purchaser's default hereunder or Purchaser is otherwise in breach or default, Seller shall as its sole and exclusive remedy receive from Escrow Agent and retain the Deposit amount as full and complete liquidated damages for such default of Purchaser. The parties hereby acknowledge that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default of this Agreement or any

duty arising in connection or relating herewith. Seller's entitlement to and receipt of the Deposit is intended not as a penalty, but as full and complete liquidated damages. The right to retain such sums as full liquidated damages as Seller's sole and exclusive remedy in the event of default or failure to perform hereunder by Purchaser, is in addition to any liability of Purchaser with respect to its repair and indemnity obligations set forth above, which are intended to survive termination of this Agreement

23. **WAIVER.** The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

24. **DATE FOR PERFORMANCE.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day. Time is of the essence in the performance of obligations in this Agreement.

25. **FURTHER ASSURANCES.** The parties agree that they will each take such steps and execute such documents as may be reasonably required by the other party or parties to carry out the intent and purposes of this Agreement.

26. **SEVERABILITY.** In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

27. **SUCCESSORS AND ASSIGNS.** The designation Seller and Purchaser as used herein shall include said parties, their heirs, successors, and assigns; provided, however, Purchaser may not assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld.

28. **SURVIVAL OF INDEMNITIES.** The indemnities and indemnification obligations of the Seller and Purchaser survive the Closing. The indemnification, repair and restoration obligations of Purchaser made in connection with due diligence activities also survive the Closing or earlier termination of this Agreement.

29. **WAIVER OF JURY TRIAL AND ATTORNEY'S FEES.** Seller and Purchaser each voluntarily and knowingly waive the right to trial by in any action relating to this Agreement. In any arbitration proceeding, suit, or other dispute resolution process arising out of a claimed breach or otherwise relating to this Agreement, the prevailing party shall receive its reasonable attorney fees and costs from the other party.

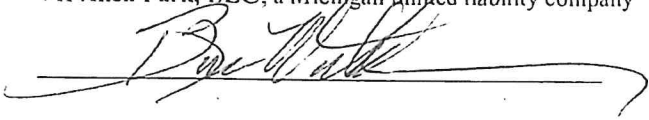
30. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed or interpreted as creating a partnership or joint venture between the parties. It is understood that the relationship is of arm's length and shall at all times be and remain that of Purchaser and Seller.

31. **COUNTERPARTS; ELECTRONIC TRANSMISSIONS.** This Agreement may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. This Agreement may be executed and delivered by facsimile or electronic PDF signatures.

By signing below, Purchaser and Seller hereby agree to this Purchase Agreement as of the Effective Date.

**Purchaser:**

VH Allen Park, LLC, a Michigan limited liability company



By: Brian Winkelmann, Manager, VH Allen Park, LLC

Date Signed:

**Seller:**

Allen Park Downtown Development Authority, a Michigan public body corporate



By: Fred Frank, Chairperson

Date Signed: Dec 27, 2022

Approved by Seller's Attorney:

by email from Trevor Daniel 12/22/2002

**FIRST AMENDMENT TO PURCHASE AGREEMENT**  
**1740 Ecorse Road, Allen Park, Michigan**

This First Amendment to Purchase Agreement ("the first Amendment") is entered into and made effective as of April 14, 2023 by and between the Allen Park Downtown Development Authority, whose address is 6543 Allen Road, Allen Park, Michigan 48101 ("Seller") and VH Allen Park, LLC, a Michigan Limited Liability Company, whose address is 2562 Breton Creek Dr SE, Grand Rapids, MI 49512 ("Purchaser").

On December 27, 2022, Purchaser and Seller entered into a Purchase Agreement relating to real property commonly known as 17410 Ecorse Road, Allen Park, Michigan (hereinafter the "Agreement"), the terms of which are incorporated herein by reference. The parties desire to further amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Paragraph 5 of the Agreement captioned "Due Diligence Contingency" is hereby amended to extend its current expiration date of April 26, 2023 to now be July 31, 2023.
- 2) Paragraph 27 of the Agreement captioned "Successors And Assigns" is hereby amended to permit Purchaser ("Assignor") to assign its interest in the Purchase Agreement to an entity to be formed (Assignee") for the purpose of financing and closing the land purchase, as well as financing and constructing the contemplated development. The Assignee shall be managed by the same Manager(s) as the Assignor. The Purchaser agrees to notify the Seller of the name of the Assignee entity at least 60 days prior to the closing date.
- 3) The parties acknowledge that a phase I environmental site assessment was completed by AKT Peerless dated March 24, 2023. The Seller agrees to authorize AKT Peerless to add the Assignee and Assignee's Lender to this report.

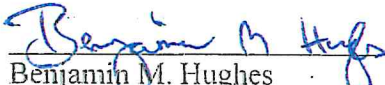
All other terms and conditions of the Purchase Agreement shall remain the same and in full force and effect.

This Agreement may be executed in separate counterparts and may be effectuated through the transmission of signature pages by facsimile or electronic mail (email) and in several counterparts, each of which shall be deemed an original, and all of such counter parts taken together shall constitute one and the same instrument and be binding on the signatory thereto.

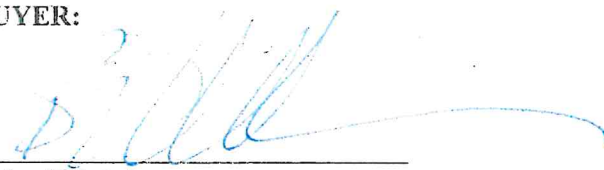
Date: April 26, 2023

Date: 4/24/2023

**SELLER:**

  
Benjamin M. Hughes  
DDA & Economic Development Director  
City of Allen Park, Michigan

**BUYER:**

  
Brian Winkelmann  
Manager,  
VH Allen Park, LLC

**SECOND AMENDMENT TO PURCHASE AGREEMENT**  
**1740 Ecorse Road, Allen Park, Michigan**

This Second Amendment to Purchase Agreement ("the first Amendment") is entered into and made effective as of **July 31, 2023** by and between the Allen Park Downtown Development Authority, whose address is 6543 Allen Road, Allen Park, Michigan 48101 ("Seller") and VH Allen Park, LLC, a Michigan Limited Liability Company, whose address is 2562 Breton Creek Dr SE, Grand Rapids, MI 49512 ("Purchaser").

On December 27, 2022, Purchaser and Seller entered into a Purchase Agreement, and on April 14, 2023 the parties entered into the First Amendment to Purchase Agreement, relating to real property commonly known as 17410 Ecorse Road, Allen Park, Michigan (hereinafter the "Agreement"), the terms of which are incorporated herein by reference. The parties desire to further amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Paragraph 5 of the Agreement captioned "Due Diligence Contingency" is hereby amended to extend its current expiration date of July 31, 2023 to now be August 31, 2023.

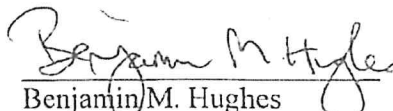
All other terms and conditions of the Purchase Agreement shall remain the same and in full force and effect.

This Agreement may be executed in separate counterparts and may be effectuated through the transmission of signature pages by facsimile or electronic mail (email) and in several counterparts, each of which shall be deemed an original, and all of such counter parts taken together shall constitute one and the same instrument and be binding on the signatory thereto.

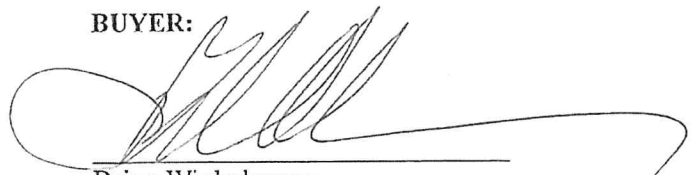
Date: July 31, 2023

Date: July 31, 2023

**SELLER:**

  
Benjamin M. Hughes  
DDA & Economic Development Director  
City of Allen Park, Michigan

**BUYER:**

  
Brian Winkelmann  
Manager,  
VH Allen Park, LLC

**THIRD AMENDMENT TO PURCHASE AGREEMENT**  
**17410 Ecorse Road, Allen Park, Michigan**

This Third Amendment to Purchase Agreement ("Third Amendment") entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Allen Park Downtown Development Authority, whose address is 6543 Allen Road, Allen Park, Michigan 48101 ("Seller") and VH Allen Park, LLC, a Michigan Limited Liability Company, whose address is 2562 Breton Creek Dr SE, Grand Rapids, MI 49512 ("Purchaser").

On December 27, 2022, Purchaser and Seller entered into a Purchase Agreement, and on April 14, 2023 the parties entered into the First Amendment to Purchase Agreement, and on July 31, 2023 the parties entered into the Second Amendment to Purchase Agreement, relating to real property commonly known as 17410 Ecorse Road, Allen Park, Michigan (hereinafter the "Agreement"), the terms of which are incorporated herein by reference. The parties desire to further amend the Agreement as set forth below.

- 1) Paragraph 5 of the Agreement captioned "Due Diligence Contingency" is hereby amended to extend its current expiration date of August 31, 2023 to now be December 31, 2023, whereby the \$20,000 deposit remains fully refundable during this extension.

This Third Amendment may be executed in any one of several counterparts, which when fully assembled, shall constitute one and the same document. Facsimile or scanned signatures shall be deemed as effective as an original.

Except as modified by the first, second, and third Amendments, the terms and conditions of the Purchase Agreement shall remain in full force and effect and are fully binding on each of the Parties.

The undersigned have executed this Third Amendment to Purchase Agreement to Real Estate as of the day and year first above written.

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SELLER:**

**BUYER:**

\_\_\_\_\_  
Benjamin M. Hughes  
DDA & Economic Development Director  
City of Allen Park, Michigan

\_\_\_\_\_  
Brian Winkelmann  
Manager,  
VH Allen Park, LLC

**Proposal from DTE to Install GFI Receptacles on  
North Allen Road Street Lights**





## Allen Park Downtown Development Authority

Kurt Mazag, Chairperson

Cynthia Riviera, Vice-Chair/Secretary

Paul Carnarvon, Treasurer



**To:** DDA Board of Directors

**From:** Benjamin M. Hughes, Executive Director *BH*

**Subject:** DTE Proposal to Install GFI Receptacles on North Allen Road

**Date:** August 22, 2023

After the DDA Board voted on July 27, 2023 to approve the new street lights agreement with DTE, I had a conversation with DTE Principal Account Manager Debra Cain. Ms. Cain informed me that during her appearance at our Board meeting, she understood the importance to the DDA to have the ability to hang decorative holiday lights from the existing DTE-owned street light poles located on North Allen Road. She then obtained approval from her supervisor for DTE to install a GFI receptacle on all 56 existing street lights on North Allen Road (between Southfield Road and Outer Drive) at a total expense to the DDA in the amount of \$5,600.

The proposed agreement from DTE is included in this packet. I recommend approval by the DDA Board.



## MASTER AGREEMENT FOR MUNICIPAL STREET LIGHTING

This Master Agreement For Municipal Street Lighting ("Master Agreement") is made between DTE Electric Company ("Company") and City of Allen Park ("Customer") (collectively referred to as the "Parties") as of August 20, 2023.

### RECITALS

A. Customer may, from time to time, request the Company to furnish, install, operate and/or maintain street lighting equipment for Customer.

B. Company may provide such services, subject to the terms of this Master Agreement.

Therefore, in consideration of the foregoing, Company and Customer hereby agree as follows:

### AGREEMENT

1. Master Agreement. This Master Agreement sets forth the basic terms and conditions under which Company may furnish, install, operate and/or maintain street lighting equipment for Customer. Upon the Parties agreement as to the terms of a specific street lighting transaction, the Parties shall execute and deliver a Purchase Agreement in the form of the attached Exhibit A (a "Purchase Agreement"). In the event of an inconsistency between this Agreement and any Purchase Agreement, the terms of the Purchase Agreement shall control.

2. Rules Governing Installation of Equipment and Electric Service. Installation of street light facilities and the extension of electric service to serve those facilities are subject to the provisions of the Company's Rate Book for Electric Service (the "Tariff"), Rule C 6.1, Extension of Service (or any other successor provision), as approved by the Michigan Public Service Commission ("MPSC") from time to time.

3. Contribution in Aid of Construction. In connection with each Purchase Agreement and in accordance with the applicable Orders of the MPSC, Customer shall pay to Company a contribution in aid of construction ("CIAC") for the cost of installing Equipment ("as defined in the applicable Purchase Agreement") and recovery of costs associated with the removal of existing equipment, if any. The amount of the CIAC (the "CIAC Amount") shall be an amount equal to the total construction cost (including all labor, materials and overhead charges), less an amount equal to three years revenue expected from such new equipment. The CIAC Amount will be as set forth on the applicable Purchase Agreement. The CIAC Amount does not include charges for any additional cost or expense for unforeseen underground objects, or unusual conditions encountered in the construction and installation of Equipment. If Company encounters any such unforeseen or unusual conditions, which would increase the CIAC Amount, it will suspend the construction and installation of Equipment and give notice of such conditions to the Customer. The Customer will either pay additional costs or modify the work to be performed. If the work is modified, the CIAC Amount will be adjusted to account for such modification. Upon any such

suspension and/or subsequent modification of the work, the schedule for completion of the work shall also be appropriately modified.

4. Payment of CIAC Amount. Customer shall pay the CIAC Amount to Company as set forth in the applicable Purchase Agreement. Failure to pay the CIAC Amount when due shall relieve Company of its obligations to perform the work required herein until the CIAC Amount is paid.

5. Modifications. Subject to written permission of the respective municipality, after installation of the Equipment, any cost for additional modifications, relocations or removals will be the responsibility of the requesting party.

6. Maintenance, Replacement and Removal of Equipment. In accordance with the applicable Orders of the MPSC, under the Municipal Street Lighting Rate (as defined below), Company shall provide the necessary maintenance of the Equipment, including such replacement material and equipment as may be necessary. Customer may not remove any Equipment without the prior written consent of Company.

7. Street Lighting Service Rate.

a. Upon the installation of the Equipment, the Company will provide street lighting service to Customer under Option 1 of the Municipal Street Lighting Rate set forth in the Tariff, as approved by the MPSC from time to time, the terms of which are incorporated herein by reference.

b. The provision of street lighting service is also governed by rules for electric service established in MPSC Case Number U-6400. The Street Lighting Rate is subject to change from time to time by orders issued by the MPSC.

8. Contract Term. This Agreement shall commence upon execution and terminate on the later of (a) five (5) years from the date hereof or (b) the date on which the final Purchase Agreement entered into under this Master Agreement is terminated. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.

9. Design Responsibility for Street Light Installation. The Company installs municipal street lighting installations following Illuminating Engineering Society of North America ("IESNA") recommended practices. If the Customer submits its own street lighting design for the street light installation or if the street lighting installation requested by Customer does not meet the IESNA recommended practices, Customer acknowledges the Company is not responsible for lighting design standards.

10. New Subdivisions. Company agrees to install street lights in new subdivisions when subdivision occupancy reaches a minimum of 80%. If Customer wishes to have installation occur prior to 80% occupancy, then Customer acknowledges it will be financially responsible for

all damages (knockdowns, etc.) and requests for modifications (movements due to modified curb cuts from original design, etc.).

11. Force Majeure. The obligation of Company to perform this Agreement shall be suspended or excused to the extent such performance is prevented or delayed because of acts beyond Company's reasonable control, including without limitation acts of God, fires, adverse weather conditions (including severe storms and blizzards), malicious mischief, strikes and other labor disturbances, compliance with any directives of any government authority, including but not limited to obtaining permits, and force majeure events affecting suppliers or subcontractors.

12. Subcontractors. Company may sub-contract in whole or in part its obligations under this Agreement to install the Equipment and any replacement Equipment.

13. Waiver; Limitation of Liability. To the maximum extent allowed by law, Customer hereby waives, releases and fully discharges Company from and against any and all claims, causes of action, rights, liabilities or damages whatsoever, including attorney's fees, arising out of the installation of the Equipment and/or any replacement Equipment, including claims for bodily injury or death and property damage, unless such matter is caused by or arises as a result of the sole negligence of Company and/or its subcontractors. Company shall not be liable under this Agreement for any special, incidental or consequential damages, including loss of business or profits, whether based upon breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory, and whether or not Company has been advised of the possibility of such damages. In no event will Company's liability to Customer for any and all claims related to or arising out of this Agreement exceed the CIAC Amount set forth in the Purchase Order to which the claim relates.

14. Notices. All notices required by the Agreement shall be in writing. Such notices shall be sent to Company at **DTE Electric Company, Community Lighting Group, 8001 Haggerty Rd, Belleville, MI 48111** and to Customer at the address set forth on the applicable Purchase Agreement. Notice shall be deemed given hereunder upon personal delivery to the addresses set forth above or, if properly addressed, on the date sent by certified mail, return receipt requested, or the date such notice is placed in the custody of a nationally recognized overnight delivery service. A party may change its address for notices by giving notice of such change of address in the manner set forth herein.

15. Representations and Warranties. Company and Customer each represent and warrant that: (a) it has full corporate or public, as applicable, power and authority to execute and deliver this Agreement and to carry out the actions required of it by this Agreement; (b) the execution and delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate or public, as applicable, action required on the part of such party; and (c) this Agreement constitutes a legal, valid, and binding agreement of such party.

16. Miscellaneous.

a. This Agreement is the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements and understandings. Any amendment or modification to this Agreement must be in writing and signed by both parties.

b. Customer may not assign its rights or obligations under this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. This Agreement is made solely for the benefit of Company, Customer and their respective successors and permitted assigns and no other party shall have any rights to enforce or rely upon this Agreement.

c. A waiver of any provision of this Agreement must be made in writing and signed by the party against whom the waiver is enforced. Failure of any party to strictly enforce the terms of this Agreement shall not be deemed a waiver of such party's rights hereunder.

d. The section headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation thereof.

e. This Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to any conflicts of law principles. The parties agree that any action with respect to this Agreement shall be brought in the courts of the State of Michigan and each party hereby submits itself to the exclusive jurisdiction of such courts.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

g. The invalidity of any provision of this Agreement shall not invalidate the remaining provisions of the Agreement.

\*\*\*\*\*

Company and Customer have executed this Master Agreement as of the date first written above.

Company:

DTE Electric Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Customer:

City of Allen Park

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A to Master Agreement

### Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of August 20, 2023 between DTE Electric Company ("Company") and City of Allen Park ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated August 20, 2023 (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

|  |   |                   |
|--|---|-------------------|
| 1. DTE Work Order Number:  | TBD<br>If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [##### or N/A]   |                   |
| 2. Location where Equipment will be installed:                                   | Allen Rd between Southfield and Outer Drive   |                   |
| 3. Total number of lights to be installed:                                       | 56  |                   |
| 4. Description of Equipment to be installed (the " <u>Equipment</u> "):          | Install fifty six GFI receptacles on existing poles   |                   |
| 5. Estimated Total Annual Lamp Charges   | Determined by usage at \$10 per month   |                   |
| 6. Computation of Contribution in aid of Construction (" <u>CIAC Amount</u> ")   | Total estimated construction cost, including labor, materials, and overhead:  | \$5,600.00        |
|  | Credit for 3 years of lamp charges:   | \$0.00            |
|  | <b>CIAC Amount (cost minus revenue)</b>   | <b>\$5,600.00</b> |
| 7. Payment of CIAC Amount:   | Due promptly upon execution of this Agreement   |                   |
| 8. Term of Agreement   | 5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party. |                   |
| 9. Does the requested Customer lighting design meet IESNA recommended practices? | (Check One) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices<br>_____                                  |                   |
| 10. Customer Address for Notices:  | 6543 Allen Rd<br>Allen Park, MI 48101<br>Benjamin Hughes  |                   |

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐ YES ☒ NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least \_\_\_ posts and \_\_\_ luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at \_\_\_\_\_.  
Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warranties, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

\*\*\*\*\*

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:

Customer:

DTE Electric Company

City of Allen Park

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1 to Purchase Agreement**

**Map of Location**

[To be attached]



**DDA Vacant Commercial Building Registry**  
**August 2023**

## **Allen Park DDA**

### **Vacant Commercial Buildings Registered with City Hall August 2023**

1. 5127 Allen Road
2. 5561 Allen Road
3. 5557 Allen Road
4. 5913 Allen Road
5. 6613 Allen Road
6. 6645 Allen Road
7. 6800 Allen Road
8. 7300 Allen Road
9. 7344 Allen Road
10. 7805 Allen Road
11. 8002 Allen Road
12. 6531 Park Avenue
13. 6627 Park Avenue
14. 6834 Park Avenue
15. 8018 Park Avenue

**DDA Problems and Resolutions List**  
**August 2023**

## DDA Issues & Resolutions

| Address                       | Issue   | Action  | Action Date | Resolution  | Resolution Date |
|-------------------------------|---|---|-------------|---|-----------------|
| 15655 Southfield Rd           | Broken Street Light Protective Box Missing  | B. Hughes communicated with Haddix Electric   | 6/22/2023   | Haddix Electric installed new protective box                                  | 6/29/2023       |
| Farmers Market Lot            | Electrical Problems at Farmers Market Parking Lot   | B. Hughes communicated with Haddix Electric   | 7/5/2023    | Haddix Electric visited parking lot and replaced circuit receptor equipment   | 7/6/2023        |
|                               |   |   |             |   |                 |
| 6738 Allen Road               | Trash & Litter left in front of AB Fitness  | B. Hughes spoke with owner. Offered to speak with Police Department. Owner said she would personally keep Police Dept. informed | 7/7/2023    | B. Hughes followed-up with owner. She spoke with Police Dept.                 | 7/11/2023       |
|                               |   |   |             |   |                 |
| 6736 Allen Road               | Owner of Building Concerned about city trees behind building growing onto roof              | B. Hughes met on location with owner  | 7/14/2023   | B. Hughes communicated concerns to DPS.                                       | Still Open      |
|                               |   |   |             |   |                 |
| 6004 Allen Road<br>Dunleavy's | City-owned tree has branches touching facade of building. Exterior renovations are planned. | B. Hughes met on location with owner. Took photos and promised follow-up  | 8/10/2023   | B. Hughes requested DPS assistance from Forestry team.                        | Still Open      |
|                               |   |   |             |   |                 |
|                               | A shrub/bush has grown too large  | B. Hughes communicated with owner of Voran Funeral Home   | 8/14/2023   | B. Hughes requested Seasonal Property Mgt. visit location and trim shrub/bush | Still Open      |
| Beatrice Parking Lot          |   |   |             |   |                 |

**DDA Projects and Priorities List**  
**August 2023**

| PRIORITY | ISSUE  | SUB-ISSUE   | HOW   | STATUS  |
|----------|--|---|---|---|
| 1        | Replace DDA street lights with DTE street lights     |   | Approved by Board on July 27/2023<br>Include that we need power for Special Events/Farmers Markets<br>Plugs on light poles on N. Allen for decorations<br>Plugs on light poles on S. Allen for decorations<br>Authority to mount wifi extenders on poles throughout DDA<br>Send Bylaws to all Board members and ask for their input<br>Set a meeting of interested Board members & get their input<br>If citizens wish to be part of the process that's good  | Contract with DTE to be signed August 25<br>DTE is preparing a proposal for DDA<br>DTE Submitted proposal to DDA in August<br>Ben will research with DTE<br>Ben is waiting for response from DTE<br>Ben will send copy of Current Bylaws to Board<br>Bylaws committee to meet in early September  |
| 1        | Review and update the Bylaws                         |   | Review and consolidate data and create a proposed new set of Bylaws<br>Present new Bylaws to the Board for vote<br>If approved, put link to new Bylaws on our website<br>Get password, remove anyone who doesn't belong and give others proper roles<br>Begin regular and proper updates<br>If anyone wants our data they can copy it from our website<br>Research the need for bilingual website, docs, etc. Talk to Andre.<br>Merge calendars<br>Web pages in Spanish<br>Get password, remove anyone who doesn't belong and give others proper roles                                    | Committee will focus on this task<br>To be scheduled<br>Will occur after vote to approve  |
| 1        | All aspects of Social Media                          | Take control of website   | Get password, remove anyone who doesn't belong and give others proper roles<br>Begin regular and proper updates<br>If anyone wants our data they can copy it from our website<br>Research the need for bilingual website, docs, etc. Talk to Andre.<br>Merge calendars<br>Web pages in Spanish<br>Get password, remove anyone who doesn't belong and give others proper roles   | Completed<br>Ben will focus on this item<br>Will be possible with new City webpage<br>New City webpage has a bilingual feature<br>Will occur in late September  |
|          |  | Take control of fb  | Remove unneeded fb pages, get input from Frank C. first-must be linked properly<br>Begin regular and proper updates<br>If anyone wants our data they can copy it from our website, we do not give it<br>TicDoc etc.<br>Artistic Dental<br>Moscheck's<br>Meet with Rob Fillion at P&R to see if we can work together<br>Meet with Beautification Commission to see if we can work together   | Partially completed<br>Completed<br>Ben will focus on this item<br>Trevor and Ben will schedule meeting<br>Ben and Trevor to meet with both owners<br>Kurt and Ben to meet with Rob in September<br>Completed. Ben met with Beautification Comm.<br>Partially completed<br>Completed<br>Partially completed<br>Completed  |
| 1        | DDA role regarding parking lots                      | What other social media do have presence on?<br>Fix and get rid of  |   |   |
| 1        | Maintenance of DDA flowerbed, pavement weeding, etc. |   |   |   |
| 1        | DDA Operating Issues                                 | Inventory of DDA Real Property<br>Safeguard Digital and Paper Files<br>Safeguard DDA Real Property<br>Trouble List in Board Package<br>Vacant Property List in Board Package<br>Publicize DDA<br>Jeff H. is running with this one<br>Visitors Guide<br>Welcome Packets to new businesses<br>Support for a business based downtown identity.<br>Contact info on all DDA businesses<br>Snowflakes on lampposts throughout DDA<br>Christmas tree lights on lampposts throughout DDA<br>Working With Beautification Commission<br>Lampost flags<br>New logo | Need on Farmer's Market Wall and Tent   | Marketing Committee to present new logo<br>Marketing Committee to present new logo<br>Marketing Committee to present new logo<br>Ben will finalize a packet this Fall<br>Ben has been collecting info with each visit<br>DDA will consider renting holiday decorations<br>DDA will consider renting holiday decorations<br>DDA will partner on monthly cleanups |
| 1        | DDA Banners  |   |   |   |
| 1        | Marketing the DDA                                    |   |   |   |
| 1        | Anonymous Correspondence                             |   | DDA will not respond to these type communications<br>ED will fact check<br>ED will report facts to Chair<br>Action will be taken immediately to update/fix website, if necessary<br>The Chair will determine further action such as reporting to EC or Board<br>We do DDA & Rob does parks. Let folks walk the DDA and stay connected.<br>With Rob's help in April and be a semi-annual event. Invite all. Check for broken concrete, ADA compliance, potential tripping hazards, building/property in disrepair, electrical/water issues, anything else that could be a potential issue. | Marketing Committee   |
| 2        | DDA Wide Internet                                    |   |   |   |
| 2        | Walk the DDA   | Broken Into Two Parts   |   |   |

|   |   |                                     |  |   |  |
|---|---|-------------------------------------|--|---|--|
| 2 | McNally Shoe Owner Help With Christmas Decorations  |                                     |  | We get in front of this to fund early. Possible for PKSA to help string lights? |  |
|   | Top Shelf owes us money                             |                                     |  |   |  |
|   | Stewart Levy reimbursement                          |                                     |  |   |  |
|   | County Grant for Mid-Allen & Theater Project        | NOTHING UNTIL COUNTY GRANT DECISION |  |   |  |
|   |   | Benches, Trash Cans & Bike Racks    | New, replace, reposition (do mass purchase to include North, Middle & South Allen) |   |  |
|   |   | EV Charging Stations                | Raines survey & design fees for \$105,180  |   |  |
|   |   | Middle Allen Road Renewal           | Try to get added to big project  |   |  |
|   |   | North Allen Road Streetscape        | Try to get added to big project  |   |  |
|   |   | South Allen Road Streetscape        | They look better, we look better - Rob Fullon is working this one                  |   |  |
|   | Support for the Parks within the DDA                | Pickle Ball Courts in Cahona        | They look good, we look good   |   |  |
|   | Support for the library                             | Throughout the DDA                  |  |   |  |
|   | EV Charging Stations                                |                                     |  |   |  |
|   | Bicycle Paths                                       |                                     |  |   |  |
|   | Social Distance License                             |                                     | Like Wyandolite (walking around drinking)  |   |  |
|   | Digital Fire Extinguisher                           |                                     | Partnership?? For \$15k. TBD   |   |  |
|   | Heart shaped lens for red lights                    |                                     |  |   |  |
|   | Get rid of excessive striping on non-parking places |                                     | Park Avenue  |   |  |
|   | Project Management Software                         |                                     |  |   |  |
|   | Mainstreet Initiative                               |                                     |  |   |  |
|   | Business Guide                                      |                                     |  |   |  |
|   | Entrepreneurial Ecosystem                           |                                     | Strategic Plan Proposal 5/26/22, Proposed \$500                                    |   |  |
|   | Downtown & DDA Branding                             |                                     | Strategic Plan Proposal 5/26/22, Proposed \$89,500                                 |   |  |
|   | S. Allen Streetscape (Plan)                         |                                     | Strategic Plan Proposal 5/26/22, Proposed \$50,000                                 |   |  |
|   | Allen Park Theater                                  |                                     | Strategic Plan Proposal 5/26/22, Proposed \$300,000                                |   |  |
|   | Alley Bike Paths (Plan)                             |                                     | Strategic Plan Proposal 5/26/22, Proposed \$75,000                                 |   |  |
|   | Facade Grant Expansion                              |                                     | Strategic Plan Proposal 5/26/22, Proposed \$50,000                                 |   |  |
|   | Safer Street Crossings (Plan)                       |                                     | Strategic Plan Proposal 5/26/22, Proposed \$2,500                                  |   |  |
|   | Southfield Pedestrian (Plan)                        |                                     | Strategic Plan Proposal 5/26/22, Proposed \$3,000                                  |   |  |
|   | Wayfinding/Branding Implementation                  |                                     | Strategic Plan Proposal 5/26/22, Proposed \$12,500                                 |   |  |
|   | LED Retrofit (Placeholder)                          |                                     | Strategic Plan Proposal 5/26/22, Proposed \$120,000                                |   |  |
|   | Ordinance/Zoning Changes                            |                                     | Strategic Plan Proposal 5/26/22, Proposed \$5,000                                  |   |  |
|   | Public Art  |                                     | Strategic Plan Proposal 5/26/22, Proposed \$10,000                                 |   |  |
|   | Giant Tire Park (Plan)                              |                                     | Strategic Plan Proposal 5/26/22, Proposed \$1,000                                  |   |  |
|   | Underpass Upgrades (Plan)                           |                                     | Strategic Plan Proposal 5/26/22, Proposed \$1,000                                  |   |  |
|   | DT Infrastructure                                   |                                     | Strategic Plan Proposal 5/26/22, Proposed \$100,000                                |   |  |
|   | Holiday Light Expansion                             |                                     | Strategic Plan Proposal 5/26/22, Proposed \$100,000                                |   |  |