City of Detroit
Buildings, Safety Engineering and Environmental Department

Coleman A. Young Municipal Center
2 Woodward Ave., Fourth Floor
Detroit, Michigan 48226
(313) 224-0484 • TTY:711
www.detroitmi.gov

CITY CLERK 2016 FEB 29 PM 12:02

22

February 29, 2016

HONORABLE CITY COUNICL

RE: Riverside Park, Parcel 1 3085 West Jefferson, Detroit, Michigan, Wayne County, Restriction Covenant, DEQ Reference No: RC-RD-201-15-065

The Declaration of Restrictive Covenant for Parcel 1, pertains to land use restrictions for the purpose of protecting public health, safety, and welfare and the environment by restricting activities that could result in unacceptable exposure to environmental contaminants present on Parcel 1, Riverside Park, 3085 West Jefferson Ave, Detroit, Michigan, Wayne County. The Restrictive Covenants are a vital component of the remediation required for site closure and will be recorded with the Wayne County Register of Deeds.

We respectfully request your approval for Ms. Alicia Bradford, Director of the City of Detroit, Recreation Department to execute the Declaration of Restrictive Covenant for Parcel 1.

Respectfully submitted,

David Bell
Interim Director

DB:AH:lo

cc: Aliyah Sabree, City Council Liaison - Mayor Office
Alicia Bradford, Director – Recreation Department
Raymond Scott, General Manager - BSEED
Anita Harrington, Environmental Specialist - BSEED

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the Declaration of Restrictive Covenant – Parcel 1, DEQ Reference Number RC-RD-201-**15-065**, is a component of DTE Energy remedial actions in an effort to request the Michigan Department of Environmental Quality's review of DTE Energy's "No Further Action (NFA) Report," pursuant to Section 20114d, Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and

WHEREAS, the Buildings, Safety Engineering and Environmental Department has reviewed and approved the Declaration of Restrictive Covenant – Parcel 1 drafted by DTE Energy for the purpose of protecting public health, safety, and welfare, and environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination; and

RESOLVED, that in accordance with the foregoing communication, Detroit City Council hereby approve the Director of the Recreation Department to execute the Declaration of Restrictive Covenant – Parcel 1 for the protection of public health, safety, welfare, and environment.

12/15

DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RD-201-**15-065**

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the **Wayne** County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination **present within Parcel 1 of Riverside Park** at the property located at **3085 West Jefferson Avenue, Detroit, Wayne County, Michigan** and legally described in Exhibit 1 attached hereto ("Property").

Response activities are *being* implemented to address environmental contamination at the Property pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The adequacy of the response activities implemented at the Property has not been subject to a facility-specific review by the Michigan Department of Environmental Quality (DEQ) nor has the DEQ determined that the response activities comply with Part 201 of the NREPA.

The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The DEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

The response activities required the recording of this Restrictive Covenant with the **Wayne** County Register of Deeds to: 1) reduce or restrict unacceptable exposures to hazardous substances; 2) eliminate a potential exposure pathway; 3) assure the effectiveness and integrity of the containment or exposure barriers; 4) otherwise assure the effectiveness and integrity of response activities undertaken at the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the **nonresidential cleanup criteria under Section 20120a(1)(b)** of the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

The "Certificate of Survey," attached as Exhibit 1, provides a survey of the Parcel 1 that depicts the area subject to restriction and contains legal descriptions that

distinguish those portions of the Property that are subject to land use or resource use restrictions specified in this Restrictive Covenant.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"DEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 AACS R 299.1 – R 299.50, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities

The historical use of Parcel 1 as a manufactured gas plant (MGP) and tar distillation operations resulted in the release of hazardous substances to the subsurface. To address the subsurface residual MGP and tar distillation constituents, several comprehensive environmental investigations have been conducted on Parcel 1. These investigations indicated that hazardous substances including benzene, toluene, ethylbenzene, total xylenes, trimethylbenzenes, polynuclear aromatic hydrocarbons (PAHs), cyanide, ammonia, phenols and metals (subsequently referred to as constituents of concern ("COCs")) have been detected in subsurface soils and groundwater beneath Parcel 1. The environmental investigations demonstrate that exposure to COCs is not occurring based on current site conditions.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

The City of Detroit, **as the Owner of the Property**, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Land Use: The Owner shall prohibit all residential land uses on the property. Residential land use may include, but is not limited to, homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time. Use of the property for recreational activities, including access by children, is allowed due to the elimination of the direct contact pathway through an exposure barrier. Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.

b. Prohibited Activities to Eliminate Unacceptable Exposure to Hazardous Substances. The Owner shall prohibit activities **on Parcel 1** that may result in exposures to hazardous substances at the Property. These prohibited activities include:

i. The construction and use of wells or other devices to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

(a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

ii. Excavation and intrusive activities unless a site specific health and safety plan is adhered to in order to address potential direct contact exposures to soil for COCs.

iii. The existing three feet of soil cover that has a base elevation of 102 to 114 feet based on City of Detroit Engineering Department benchmarks as shown in Exhibit 2 serves to prevent exposures to contaminated soils at the Property. The Owner shall prohibit the excavation or other intrusive activity that could affect the integrity of the existing surface cover, except during short-term construction or repair projects or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the existing surface cover, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 of the NREPA.

iv. The Owner shall prohibit the construction and/or use of any buildings or structures on the Property unless the Owner complies with one of the following:

(a) The building or structure is an establishment used and classified for manufacturing use consistent with Section 31-33 – Manufacturing, of the North American Industry Classification System, United States, 2012, and the Owner complies with all of the provisions of Section 20120a(18) of the NREPA.

(b) The Owner performs an evaluation of the potential for hazardous substances to volatilize into indoor air that demonstrates the protection of

persons who may be present within any building or structure and complies with Section 20107a of the NREPA.

(c) The Owner installs appropriate engineering controls on any building or structure designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the building or structure at concentrations greater than applicable criteria.

c. Prohibited Activities to Ensure the Effectiveness and Integrity of the Response Activity. The Owner shall prohibit activities on the Property that may interfere with any element of the response activities, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the response activities implemented at the Property. These prohibited activities include:

i. **Any activity that would interfere with the function of or obstruct access to any monitoring wells and monitoring devices located on Parcel 1. This includes, but is not limited to, removing, destroying, or altering any well or device in any way that renders it inoperable or incapable of functioning as intended.**

d. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located **on Parcel 1** in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Access. The Owner grants to the DEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, inspect the operation of the response activities and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

3. Notice - A provision requiring notice to the department or other persons upon transfer or before construction or changes in use that could affect environmental contamination or increase exposure at the property.

4. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the DEQ or its successor determines that hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. This Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.

5. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, and **the City of Detroit** may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

6. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other

provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

7. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, _____ has caused this Restrictive Covenant, RC-RD-201-**15-065**, to be executed on this _____ day of _____.

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this [*date*] _____ by [*name of officer or agent, title of officer or agent*] _____ of [*name of corporation*] _____, a Michigan corporation, on behalf of the corporation.

_____
Notary Public Signature

_____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by and when recorded return to:

Michael Janeczko
Stantec Consulting Services, Inc.
27280 Haggerty Road, Suite C-11
Farmington Hills, Michigan 48331

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

CERTIFICATE OF SURVEY

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, LOCATED SOUTH OF WEST JEFFERSON AVENUE AT 23RD STREET, DESCRIBED AS: LAND LOCATED IN PART OF PRIVATE CLAIM 727 KNOWN AS GODFROY FARM, RECORDED IN LIBER 46, PAGE 500, ALSO THAT PART OF PRIVATE CLAIM 20 KNOWN AS BREVOORT FARM, RECORDED IN LIBER 48, PAGE 569, AND ALSO WATER LOTS 8 AND 9 OF THAT PART OF PRIVATE CLAIMS 20 AND 21 KNOWN AS THE PORTER FARM, RECORDED IN LIBER 13, PAGE 78, ALL OF WAYNE COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF SAID PRIVATE CLAIM 727 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 51 DEGREES 26 MINUTES 43 SECONDS EAST ALONG SAID SOUTHERLY LINE OF JEFFERSON AVENUE 51.02 FEET; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 425.33 FEET TO THE NORTHERLY LINE OF THE NORFOLK AND WESTERN RAILROAD RIGHT-OF-WAY RECORDED IN LIBER 677, PAGE 538; THENCE SOUTH 55 DEGREES 17 MINUTES 03 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 574.39 FEET TO THE EASTERLY LINE OF THE MICHIGAN DEPARTMENT OF STATE HIGHWAYS AND TRANSPORTATION PARCEL, RECORDED IN LIBER 16183, PAGE 609; THENCE NORTH 28 DEGREES 22 MINUTES 17 SECONDS WEST 384.47 FEET TO A POINT ON THE SOUTHERLY LINE OF JEFFERSON AVENUE, SAID POINT ALSO BEING THE NORTHEASTERLY CORNER OF THE MICHIGAN DEPARTMENT OF STATE HIGHWAYS AND TRANSPORTATION PARCEL; THENCE NORTH 51 DEGREES 26 MINUTES 43 SECONDS EAST ALONG SAID SOUTHERLY LINE OF JEFFERSON AVENUE 538.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.34 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.

NOTE:
BEARINGS ARE BASED ON THE C/L OF JEFFERSON AVE. BEARING N51°26'43"E. SURVEY IS BASED ON A SURVEY BY DONALD R. VERBA, DATED SEPT. 19, 1978. MC-78-85

LEGEND:
- OF FOUND IRON
- OS SET IRON
- [O] FOUND CONC MON
- (M) MEASURED
- (R) RECORDED

0 100 150 200
1:100

NOVEMBER, 2015
213202601

I, BRADLY D. FISH, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY EXCEEDED 1/5000 IN ACCURACY, AND THAT ALL THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

Stantec Consulting Michigan Inc.
3754 Ranchero Drive
Ann Arbor MI U.S.A.
48108-2771
Tel. 734.761.1010
Fax. 734.761.1200
www.stantec.com
Stantec

BRADLY DAVID FISH 49277

Client/Project
EXHIBIT 1
PARCEL 1
DETROIT, MI

Figure No.
SHEET 1 OF 7

Title
CERTIFICATE OF SURVEY
PRIVATE CLAIMS 20 & 727

EXHIBIT 2

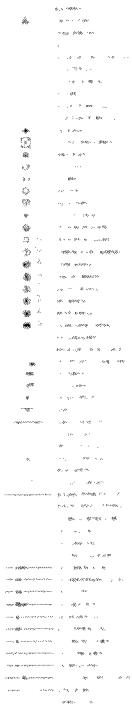
LIMITS OF LAND OR RESOURCE USE RESTRICTIONS

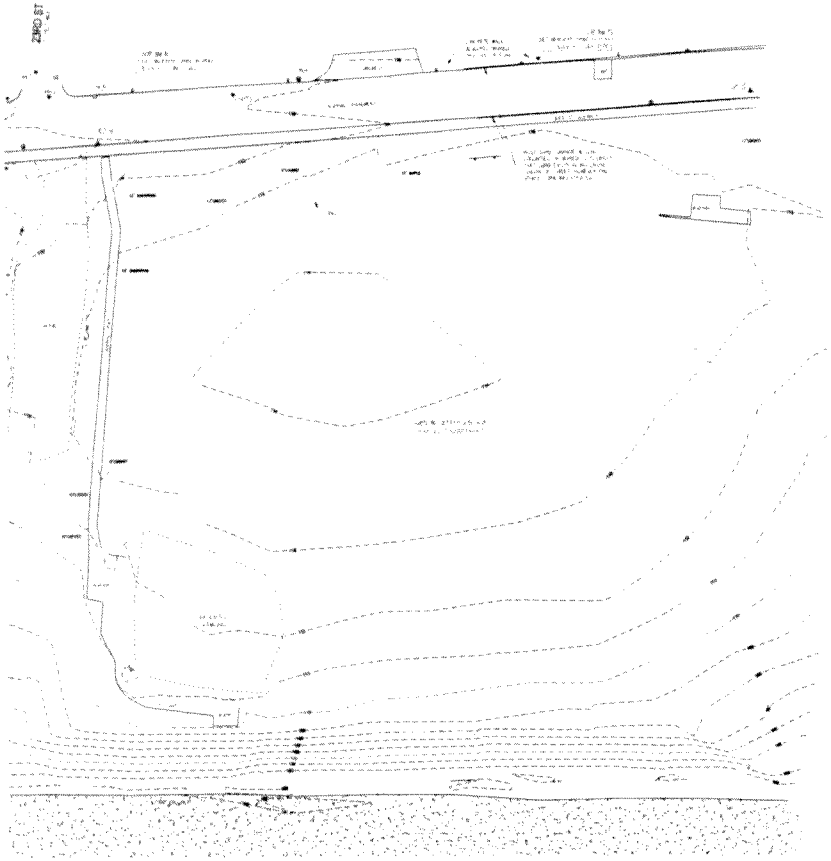
TOPOGRAPHIC MAP ESTABLISHING BASELINE SURFACE ELEVATION

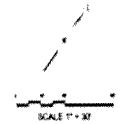
TOPOGRAPHIC SURVEY

VICINITY SKETCH

SURVEY LEGEND







RIVERSIDE PARK

3085-3401 W. JEFFERSON AVE
DETROIT, MICHIGAN

Owner
CITY OF DETROIT

SMITHGROUP JJR

201 DEPOT STREET
SECOND FLOOR
ANN ARBOR, MI 48130
734.662.4457
www.smithgroupjjr.com

NOT FOR CONSTRUCTION

GENERAL SURVEY NOTES

SITE CONDITION NOTES

FLOODPLAIN NOTE

CONTROL POINT TABLE

BENCHMARKS

SOURCE BENCHMARK

SITE BENCHMARKS

CERTIFICATE

SMITHGROUP JJR, INC

EXHIBIT 2
TOPOGRAPHIC SURVEY

1" = 30'

20751

V.1.0

City of Detroit
Buildings, Safety Engineering and Environmental Department

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CITY CLERK 2016 FEB 29 PM 12:00

(23)

February 29, 2016

HONORABLE CITY COUNCIL

RE: Riverside Park, Parcel 2 3085 West Jefferson, Detroit, Michigan, Wayne County, Restriction Covenant, DEQ Reference No: RC-RD-201-15-066

The Declaration of Restrictive Covenant for Parcel 2, pertains to land use restrictions for the purpose of protecting public health, safety, and welfare and the environment by restricting activities that could result in unacceptable exposure to environmental contaminants present on Parcel 2, Riverside Park, 3085 West Jefferson Ave, Detroit, Michigan, Wayne County. The Restrictive Covenants are a vital component of the remediation required for site closure and will be recorded with the Wayne County Register of Deeds.

We respectfully request your approval for Ms. Alicia Bradford, Director of the City of Detroit, Recreation Department to execute the Declaration of Restrictive Covenant for Parcel 2.

Respectfully submitted,

David Bell
Interim Director

DB:AH:lo

cc: Aliyah Sabree, City Council Liaison - Mayor Office
Alicia Bradford, Director – Recreation Department
Raymond Scott, General Manager - BSEED
Anita Harrington, Environmental Specialist - BSEED

RESOLUTION

BY COUNCIL MEMBER: _____

WHEREAS, the Declaration of Restrictive Covenant – Parcel 2, DEQ Reference Number RC-RD-201-**15-066**, is a component of DTE Energy remedial actions in an effort to request the Michigan Department of Environmental Quality's review of DTE Energy's "No Further Action (NFA) Report," pursuant to Section 20114d, Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and

WHEREAS, the Buildings, Safety Engineering and Environmental Department has reviewed and approved the Declaration of Restrictive Covenant – Parcel 2 drafted by DTE Energy for the purpose of protecting public health, safety, and welfare, and environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination; and

RESOLVED, that in accordance with the foregoing communication, Detroit City Council hereby approve the Director of the Recreation Department to execute the Declaration of Restrictive Covenant – Parcel 2 for the protection of public health, safety, welfare, and environment.

12/4/15

DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RD-201-**15-066**

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the **Wayne** County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination **present within Parcel 2 of Riverside Park** at the property located at **3085 West Jefferson Avenue, Detroit, Wayne County, Michigan** and legally described in Exhibit 1 attached hereto ("Property").

Response activities are *being* implemented to address environmental contamination at the Property pursuant to Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.* The adequacy of the response activities implemented at the Property has not been subject to a facility-specific review by the Michigan Department of Environmental Quality (DEQ) nor has the DEQ determined that the response activities comply with Part 201 of the NREPA.

The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The DEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

The response activities required the recording of this Restrictive Covenant with the **Wayne** County Register of Deeds to: 1) reduce or restrict unacceptable exposures to hazardous substances; 2) eliminate a potential exposure pathway; 3) assure the effectiveness and integrity of the containment or exposure barriers; 4) otherwise assure the effectiveness and integrity of response activities undertaken at the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the **nonresidential cleanup criteria under Section 20120a(1)(b)** of the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

The "Certificate of Survey," attached as Exhibit 1, provides a survey of the Parcel 2 that depicts the area subject to restriction and contains legal descriptions that

distinguish those portions of the Property that are subject to land use or resource use restrictions specified in this Restrictive Covenant.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"DEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, Michigan Administrative Code, 2013 AACS R 299.1 – R 299.50, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities

The historical use of Parcel 2 as a manufactured gas plant (MGP) and tar distillation operations resulted in the release of hazardous substances to the subsurface. To address the subsurface residual MGP and tar distillation constituents, several comprehensive environmental investigations and response actions have been conducted on Parcel 2. These investigations indicated that hazardous substances including benzene, toluene, ethylbenzene, total xylenes, trimethylbenzenes, polynuclear aromatic hydrocarbons (PAHs), cyanide, ammonia, phenols and metals (subsequently referred to as constituents of concern ("COCs")) have been detected in subsurface soils and groundwater beneath Parcel 2. Prior to recording of this Restrictive Covenant, response actions have been conducted on Parcel 2. The response actions consisted of the installation of a blue PVC membrane overlain by approximately two to four feet of clean granular material, topsoil and grass emplaced over the grassy areas within Parcel 2. The environmental investigations and response actions demonstrate that exposure to COCs is not occurring based on current site conditions.

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

The City of Detroit, as the Owner of the Property, hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Land Use: The Owner shall prohibit all residential land uses on the property. Residential land use may include, but is not limited to, homes and surrounding yards, condominiums, and apartments where people live and sleep for significant periods of time. Use of the property for recreational activities, including access by children, is allowed due to the elimination of the direct contact pathway through an exposure barrier. Cleanup criteria for land-use based response activities are located in the Government Documents Section of the State of Michigan Library.

b. Prohibited Activities to Eliminate Unacceptable Exposure to Hazardous Substances. The Owner shall prohibit activities **on Parcel 2** that may result in exposures to hazardous substances at the Property. These prohibited activities include:

i. **The construction and use of wells or other devices to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:**

(a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

ii. **Excavation and intrusive activities unless a site specific health and safety plan is adhered to in order to address potential direct contact exposures to soil for COCs.**

iii. **The existing asphalt surface cover (described in Exhibit 2 as Area 1) and the area containing the previously installed PVC membrane (described in Exhibit 2 as Area 2) serves to prevent exposures to contaminated soils at the Property. The PVC membrane has a base elevation of 103 to 108 feet based on City of Detroit Engineering Department benchmarks as shown in Exhibit 2. The Owner shall prohibit the excavation or other intrusive activity that could affect the integrity of the existing surface cover, except during short-term construction or repair projects or for purposes of further treating or remediating the subject contamination. Any excavation or other intrusive activity, including removing, altering, or disturbing the existing surface cover, that could affect the integrity of the barrier, must be replaced with a cover that provides at least an equivalent degree of protection as the original barrier within 14 days of completion of the work. Repair and/or replacement of the barrier must be completed unless additional sampling is conducted that demonstrates that a barrier in the area is no longer necessary in accordance with the applicable provisions and requirements of Part 201 of the NREPA.**

iv. **The Owner shall prohibit the construction and/or use of any buildings or structures on the Property unless the Owner complies with one of the following:**

(a) The building or structure is an establishment used and classified for manufacturing use consistent with Section 31-33 – Manufacturing , of the North American Industry Classification System, United States, 2012, and

the Owner complies with all of the provisions of Section 20120a(18) of the NREPA.

(b) The Owner performs an evaluation of the potential for hazardous substances to volatilize into indoor air that demonstrates the protection of persons who may be present within any building or structure and complies with Section 20107a of the NREPA.

(c) The Owner installs appropriate engineering controls on any building or structure designed to eliminate the potential for subsurface vapor phase hazardous substances to migrate into the building or structure at concentrations greater than applicable criteria.

c. Prohibited Activities to Ensure the Effectiveness and Integrity of the Response Activity. The Owner shall prohibit activities on the Property that may interfere with any element of the response activities, including the performance of operation and maintenance activities, monitoring, or other measures necessary to ensure the effectiveness and integrity of the response activities implemented at the Property. These prohibited activities include:

i. **Any activity that would interfere with the function of or obstruct access to any monitoring wells and monitoring devices located on Parcel 2. This includes, but is not limited to, removing, destroying, or altering any well or device in any way that renders it inoperable or incapable of functioning as intended.**

d. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located **on Parcel 2** in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Access. The Owner grants to the DEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, inspect the operation of the response activities and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

3. Notice - A provision requiring notice to the department or other persons upon transfer or before construction or changes in use that could affect environmental contamination or increase exposure at the property.

4. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the DEQ or its successor determines that hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. This Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.

5. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, and **the City of Detroit** may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

6. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

7. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, _____ has caused this Restrictive Covenant, RC-RD-201-**15-066**, to be executed on this _____ day of _____.

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this [*date*] _____ by [*name of officer or agent, title of officer or agent*] _____ of [*name of corporation*] _____, a Michigan corporation, on behalf of the corporation.

_____
Notary Public Signature

_____
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by and when recorded return to:

Michael Janeczko
Stantec Consulting Services, Inc.
27280 Haggerty Road, Suite C-11
Farmington Hills, Michigan 48331

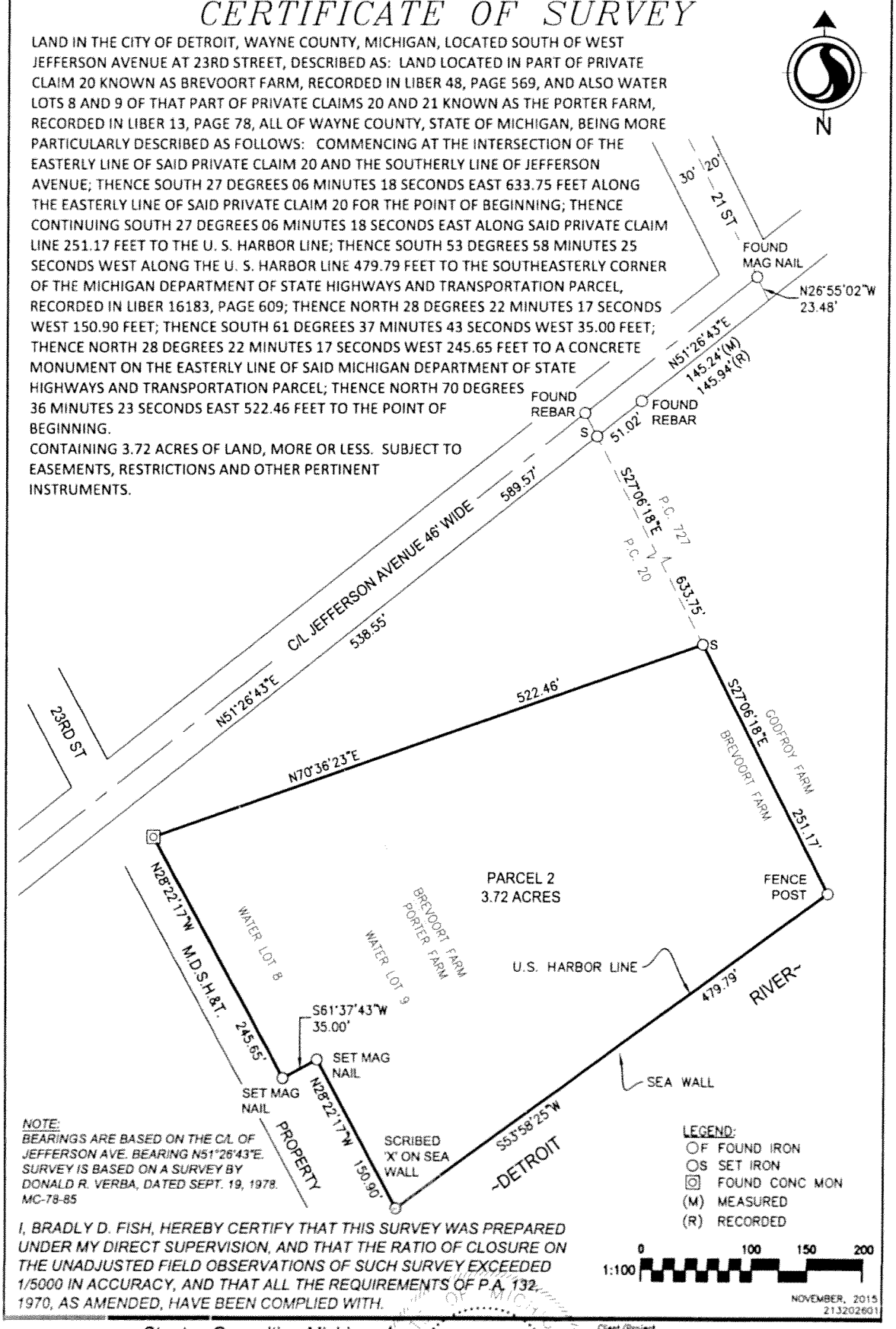
EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

CERTIFICATE OF SURVEY

LAND IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, LOCATED SOUTH OF WEST JEFFERSON AVENUE AT 23RD STREET, DESCRIBED AS: LAND LOCATED IN PART OF PRIVATE CLAIM 20 KNOWN AS BREVOORT FARM, RECORDED IN LIBER 48, PAGE 569, AND ALSO WATER LOTS 8 AND 9 OF THAT PART OF PRIVATE CLAIMS 20 AND 21 KNOWN AS THE PORTER FARM, RECORDED IN LIBER 13, PAGE 78, ALL OF WAYNE COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM 20 FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST ALONG SAID PRIVATE CLAIM LINE 251.17 FEET TO THE U. S. HARBOR LINE; THENCE SOUTH 53 DEGREES 58 MINUTES 25 SECONDS WEST ALONG THE U. S. HARBOR LINE 479.79 FEET TO THE SOUTHEASTERLY CORNER OF THE MICHIGAN DEPARTMENT OF STATE HIGHWAYS AND TRANSPORTATION PARCEL, RECORDED IN LIBER 16183, PAGE 609; THENCE NORTH 28 DEGREES 22 MINUTES 17 SECONDS WEST 150.90 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 43 SECONDS WEST 35.00 FEET; THENCE NORTH 28 DEGREES 22 MINUTES 17 SECONDS WEST 245.65 FEET TO A CONCRETE MONUMENT ON THE EASTERLY LINE OF SAID MICHIGAN DEPARTMENT OF STATE HIGHWAYS AND TRANSPORTATION PARCEL; THENCE NORTH 70 DEGREES 36 MINUTES 23 SECONDS EAST 522.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.72 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.



NOTE:
BEARINGS ARE BASED ON THE C/L OF JEFFERSON AVE. BEARING N51°26'43"E. SURVEY IS BASED ON A SURVEY BY DONALD R. VERBA, DATED SEPT. 19, 1978. MC-78-85

I, BRADLY D. FISH, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION, AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY EXCEEDED 1/5000 IN ACCURACY, AND THAT ALL THE REQUIREMENTS OF P.A. 132, 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

BRADLY DAVID FISH 49277

Stantec Consulting Michigan Inc.
3754 Ranchero Drive
Ann Arbor MI U.S.A.
48108-2771
Tel. 734.761.1010
Fax. 734.761.1200
www.stantec.com

Client/Project
EXHIBIT 1
PARCEL 2
DETROIT, MI

Figure No.
SHEET 2 OF 7

Title
CERTIFICATE OF SURVEY
PRIVATE CLAIMS 20 & 727

EXHIBIT 2

LIMITS OF LAND OR RESOURCE USE RESTRICTIONS

TOPOGRAPHIC MAP ESTABLISHING BASELINE ELEVATIONS

AREA 1 – EXISTING ASPHALT/CONCRETE SURFACE COVER

AREA 2 – EXISTING AREA OF PVC MEMBRANE

Stantec

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Ann Arbor, MI 48108
www.stantec.com

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Consultants

Legend

Notes

ELEVATIONS ARE BASED ON THE CITY OF DETROIT VERTICAL DATUM

Revision	By	Appd.	YY.MM.DD

Issued	By	Appd.	YY.MM.DD

Dr. Name: V.T. PARCEL 2.DWG	Dwn.	Chkd.	Dsgn.	YY.MM.DD

Permit Seal

Client/Project

RIVERSIDE PARK
STATION A

PARCEL 2
TOPOGRAPHIC MAP

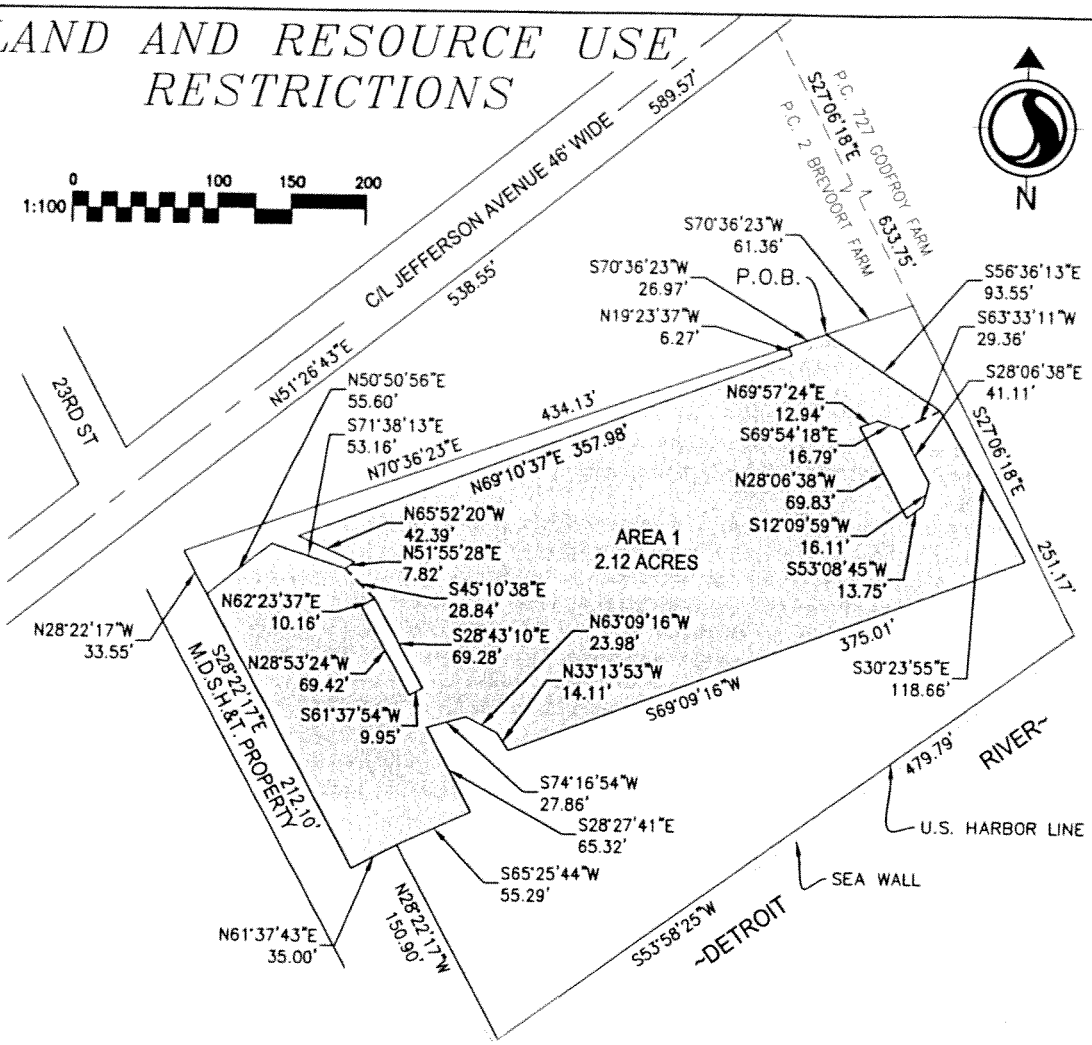
Detroit, Michigan

Title

Project No.	Scale	
213202601		
Drawing No.	Sheet	Revision

of 1

LAND AND RESOURCE USE RESTRICTIONS



A PARCEL OF LAND FOR PURPOSES OF MAINTAINING ASPHALT OR CONCRETE SURFACE COVER IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, LOCATED SOUTH OF WEST JEFFERSON AVENUE AT 23RD STREET, DESCRIBED AS: LAND LOCATED IN PART OF PRIVATE CLAIM 20 KNOWN AS BREVOORT FARM, RECORDED IN LIBER 48, PAGE 569, AND ALSO WATER LOTS 8 AND 9 OF THAT PART OF PRIVATE CLAIMS 20 AND 21 KNOWN AS THE PORTER FARM, RECORDED IN LIBER 13, PAGE 78, ALL OF WAYNE COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM; THENCE SOUTH 70 DEGREES 36 MINUTES 23 WEST SECONDS 61.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 56 DEGREES 36 MINUTES 13 SECONDS EAST 93.55 FEET; THENCE SOUTH 30 DEGREES 23 MINUTES 55 SECONDS EAST 118.66 FEET; THENCE SOUTH 69 DEGREES 09 MINUTES 16 SECONDS WEST 375.01 FEET; THENCE NORTH 33 DEGREES 13 MINUTES 53 SECONDS WEST 14.11 FEET; THENCE NORTH 63 DEGREES 09 MINUTES 16 SECONDS WEST 23.98 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 54 SECONDS WEST 27.86 FEET; THENCE SOUTH 28 DEGREES 27 MINUTES 41 SECONDS EAST 65.32 FEET; THENCE SOUTH 65 DEGREES 25 MINUTES 44 SECONDS WEST 55.29 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 43 SECONDS WEST 35.00 FEET; THENCE NORTH 28 DEGREES 22 MINUTES 17 SECONDS WEST 212.10 FEET; THENCE NORTH 50 DEGREES 50 MINUTES 56 SECONDS EAST 55.60 FEET; THENCE SOUTH 71 DEGREES 38 MINUTES 13 SECONDS EAST 53.16 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 28 SECONDS EAST 7.82 FEET; THENCE NORTH 65 DEGREES 52 MINUTES 20 SECONDS WEST 42.39 FEET; THENCE NORTH 69 DEGREES 10 MINUTES 37 SECONDS EAST 357.98 FEET; THENCE NORTH 19 DEGREES 23 MINUTES 37 SECONDS WEST 6.27 FEET; THENCE NORTH 70 DEGREES 36 MINUTES 23 SECONDS EAST 26.97 FEET TO THE POINT OF BEGINNING. (CONTINUED ON SHEET 4)

NOVEMBER, 2015
213202601

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Fax. 734.761.1200
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STATE OF MICHIGAN
BRADLY DAVID FISH
49277
REGISTERED PROFESSIONAL SURVEYOR

Client/Project
EXHIBIT 2
PARCEL 2 – AREA 1
DETROIT, MI

Figure No.
SHEET 3 OF 7

Title
LAND AND RESOURCE USE RESTRICTIONS

LAND AND RESOURCE USE RESTRICTIONS

EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM; THENCE SOUTH 70 DEGREES 36 MINUTES 23 SECONDS WEST 61.36 FEET; THENCE SOUTH 56 DEGREES 36 MINUTES 13 SECONDS EAST 93.55 FEET; THENCE SOUTH 63 DEGREES 33 MINUTES 11 SECONDS WEST 29.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 06 MINUTES 38 SECONDS EAST 41.11 FEET; THENCE SOUTH 12 DEGREES 09 MINUTES 59 SECONDS WEST 16.11 FEET; THENCE SOUTH 53 DEGREES 08 MINUTES 45 SECONDS WEST 13.75 FEET; THENCE NORTH 28 DEGREES 06 MINUTES 38 SECONDS WEST 69.83 FEET; THENCE NORTH 69 DEGREES 57 MINUTES 24 SECONDS EAST 12.94 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 18 SECONDS EAST 16.79 FEET TO THE POINT OF BEGINNING.

ALSO, EXCEPTING THEREFROM A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM; THENCE SOUTH 70 DEGREES 36 MINUTES 23 SECONDS WEST 88.33 FEET; THENCE SOUTH 19 DEGREES 23 MINUTES 37 SECONDS EAST 6.27 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 37 SECONDS WEST 357.98 FEET; THENCE SOUTH 65 DEGREES 52 MINUTES 20 SECONDS EAST 42.39 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 28 SECONDS WEST 7.82 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 38 SECONDS EAST 28.84 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 43 MINUTES 10 SECONDS EAST 69.28 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 54 SECONDS WEST 9.95 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 24 SECONDS WEST 69.42 FEET; THENCE NORTH 62 DEGREES 23 MINUTES 37 SECONDS EAST 10.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.12 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.

NOVEMBER, 2015
213202601

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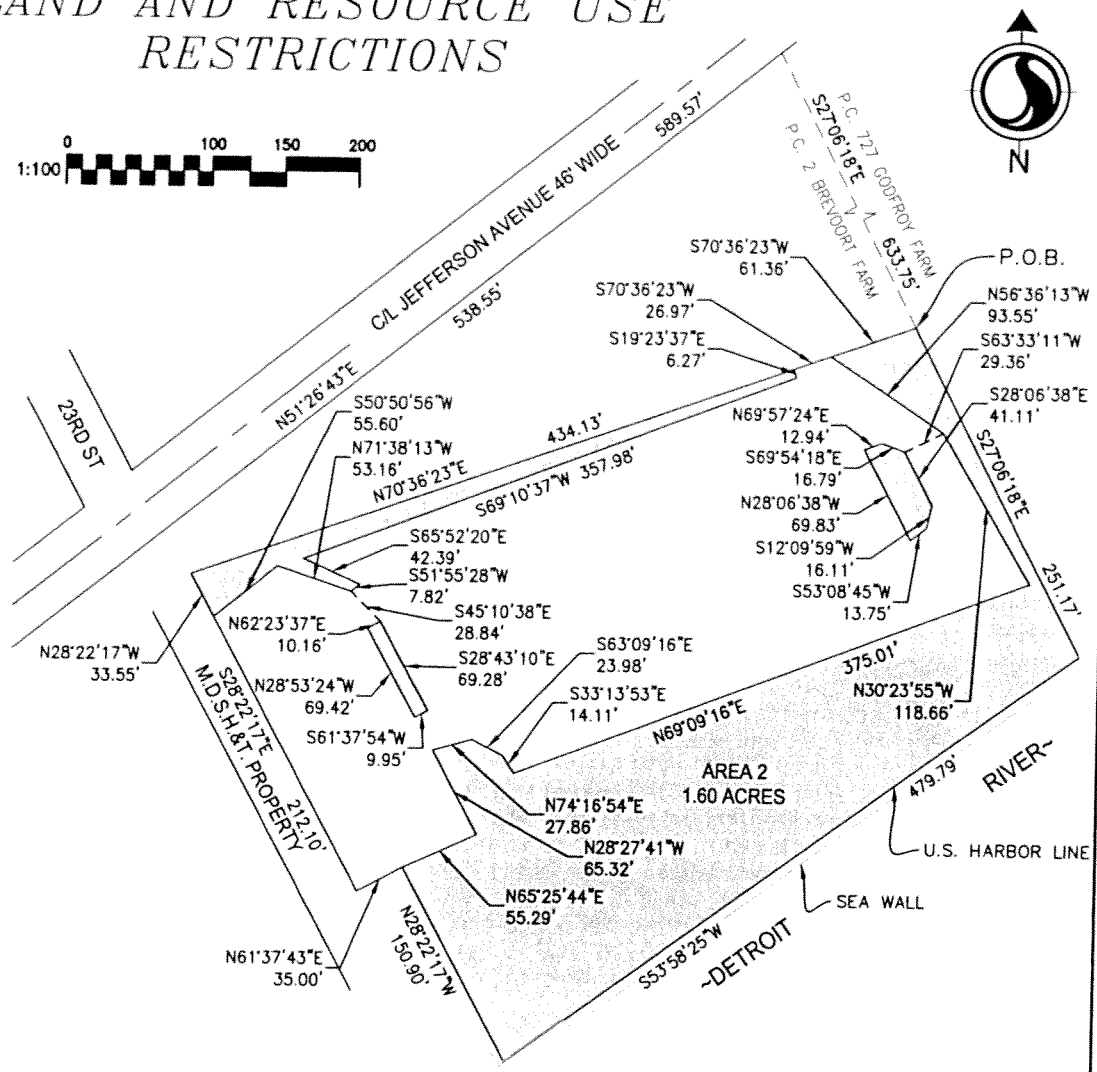
REGISTERED PROFESSIONAL SURVEYOR

Client/Project
EXHIBIT 2
PARCEL 2 – AREA 1
DETROIT, MI

Figure No.
SHEET4 OF 7

Title
LAND AND RESOURCE USE RESTRICTIONS

LAND AND RESOURCE USE RESTRICTIONS



A PARCEL OF LAND FOR PURPOSES OF MAINTAINING A PVC MEMBRANE INSTALLED IN 1985-1986 BELOW VEGETATED AREAS. PVC MEMBRANE INSTALLED APPROXIMATELY 1.5 TO 3 FEET BELOW GROUND SURFACE BASED ON EXISTING TOPOGRAPHIC SURVEY. PVC MEMBRANE AND AT LEAST EIGHTEEN INCHES OF SURFACE COVER ABOVE THE MEMBRANE TO BE MAINTAINED WITHIN THIS AREA IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN, LOCATED SOUTH OF WEST JEFFERSON AVENUE AT 23RD STREET, DESCRIBED AS: LAND LOCATED IN PART OF PRIVATE CLAIM 20 KNOWN AS BREVOORT FARM, RECORDED IN LIBER 48, PAGE 569, AND ALSO WATER LOTS 8 AND 9 OF THAT PART OF PRIVATE CLAIMS 20 AND 21 KNOWN AS THE PORTER FARM, RECORDED IN LIBER 13, PAGE 78, ALL OF WAYNE COUNTY, STATE OF MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 251.17 FEET; THENCE SOUTH 53 DEGREES 58 MINUTES 25 SECONDS WEST 479.79 FEET; THENCE NORTH 28 DEGREES 22 MINUTES 17 SECONDS WEST 150.90 FEET; THENCE NORTH 65 DEGREES 25 MINUTES 44 SECONDS EAST 55.29 FEET; THENCE NORTH 28 DEGREES 27 MINUTES 41 SECONDS WEST 65.32 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 54 SECONDS EAST 27.86 FEET; THENCE SOUTH 63 DEGREES 09 MINUTES 16 SECONDS EAST 23.98 FEET; THENCE SOUTH 33 DEGREES 13 MINUTES 53 SECONDS EAST 14.11 FEET; THENCE NORTH 69 DEGREES 09 MINUTES 16 SECONDS EAST 375.01 FEET; THENCE NORTH 30 DEGREES 23 MINUTES 55 SECONDS WEST 118.66 FEET; THENCE NORTH 56 DEGREES 36 MINUTES 13 SECONDS WEST 93.55 FEET; THENCE NORTH 70 DEGREES 36 MINUTES 23 SECONDS EAST 61.36 FEET TO THE POINT OF BEGINNING. (CONTINUED ON SHEET 6)

NOVEMBER, 2015
213202601

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STATE OF MICHIGAN
BRADLY DAVID FISH
49277
PROFESSIONAL SURVEYOR

Client/Project
EXHIBIT 2
PARCEL 2 – AREA 2
DETROIT, MI

Figure No.
SHEET 5 OF 7

Title
LAND AND RESOURCE USE RESTRICTIONS

LAND AND RESOURCE USE RESTRICTIONS

TOGETHER WITH A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM; THENCE SOUTH 70 DEGREES 36 MINUTES 23 SECONDS WEST 61.36 FEET; THENCE SOUTH 56 DEGREES 36 MINUTES 13 SECONDS EAST 93.55 FEET; THENCE SOUTH 63 DEGREES 33 MINUTES 11 SECONDS WEST 29.36 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 06 MINUTES 38 SECONDS EAST 41.11 FEET; THENCE SOUTH 12 DEGREES 09 MINUTES 59 SECONDS WEST 16.11 FEET; THENCE SOUTH 53 DEGREES 08 MINUTES 45 SECONDS WEST 13.75 FEET; THENCE NORTH 28 DEGREES 06 MINUTES 38 SECONDS WEST 69.83 FEET; THENCE NORTH 69 DEGREES 57 MINUTES 24 SECONDS EAST 12.94 FEET; THENCE SOUTH 69 DEGREES 54 MINUTES 18 SECONDS EAST 16.79 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM; THENCE SOUTH 70 DEGREES 36 MINUTES 23 SECONDS WEST 88.33 FEET; THENCE SOUTH 19 DEGREES 23 MINUTES 37 SECONDS EAST 6.27 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 37 SECONDS WEST 357.98 FEET; THENCE SOUTH 65 DEGREES 52 MINUTES 20 SECONDS EAST 42.39 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 28 SECONDS WEST 7.82 FEET; THENCE SOUTH 45 DEGREES 10 MINUTES 38 SECONDS EAST 28.84 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 28 DEGREES 43 MINUTES 10 SECONDS EAST 69.28 FEET; THENCE SOUTH 61 DEGREES 37 MINUTES 54 SECONDS WEST 9.95 FEET; THENCE NORTH 28 DEGREES 53 MINUTES 24 SECONDS WEST 69.42 FEET; THENCE NORTH 62 DEGREES 23 MINUTES 37 SECONDS EAST 10.16 FEET TO THE POINT OF BEGINNING.
TOGETHER WITH A PARCEL OF LAND DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF PRIVATE CLAIM 20 AND THE SOUTHERLY LINE OF JEFFERSON AVENUE; THENCE SOUTH 27 DEGREES 06 MINUTES 18 SECONDS EAST 633.75 FEET ALONG THE EASTERLY LINE OF SAID PRIVATE CLAIM; THENCE SOUTH 70 DEGREES 36 MINUTES 23 SECONDS WEST 88.33 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 19 DEGREES 23 MINUTES 37 SECONDS EAST 6.27 FEET; THENCE SOUTH 69 DEGREES 10 MINUTES 37 SECONDS WEST 357.98 FEET; THENCE SOUTH 65 DEGREES 52 MINUTES 20 SECONDS EAST 42.39 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 28 SECONDS WEST 7.82 FEET; THENCE NORTH 71 DEGREES 38 MINUTES 13 SECONDS WEST 53.16 FEET; THENCE SOUTH 50 DEGREES 50 MINUTES 56 SECONDS WEST 55.60 FEET; THENCE NORTH 28 DEGREES 22 MINUTES 17 SECONDS WEST 33.55 FEET; THENCE NORTH 70 DEGREES 36 MINUTES 23 SECONDS EAST 434.13 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.60 ACRES OF LAND, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND OTHER PERTINENT INSTRUMENTS.

NOVEMBER, 2015
213202601

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STATE OF MICHIGAN
BRADLY DAVID FISH
49277
REGISTERED PROFESSIONAL SURVEYOR

Client/Project
EXHIBIT 2
PARCEL 2 – AREA 2
DETROIT, MI

Figure No.
SHEET 6 OF 7

Title
LAND AND RESOURCE USE RESTRICTIONS

CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
GRANTS MANAGEMENT

(24)

FEB 05 2016

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1012
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

February 5, 2016

APPROVED

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to accept an increase in appropriation for Section 5339 Federal Transit Administration Capital Grant Award MI-34-0006-02 and Michigan Department of Transportation (MDOT) Revised Project Authorization 2012-00072/P7/R2

The Federal Transit Administration has awarded a grant amendment to the City of Detroit Department of Transportation FY 2015 with Section 5339 Bus and Bus Facilities grant in the amount of $2,587,801. The Federal share is 2,070,241 of the total eligible funds and Michigan Department of Transportation share is $517,560. There is no local share required from the general fund.

The objective of the grant is to add replacement buses, as DDOT is not adding new vehicles to its fleet. The additional funding allotted to the department will be utilized to purchase up to 4 replacement buses. This is a reimbursement grant. The cost center is 207117 and appropriation number is 13869.

I respectfully ask your approval to accept the amendment in appropriations funding in accordance with the attached resolution.

Sincerely,

Nichelle Hughley
Director, Office of Grants Management

APPROVED
2/5/16
BUDGET DIRECTOR
FINANCE DIRECTOR

Enclosure

CC:

RESOLUTION

Council Member_____

WHEREAS, the Detroit Department of Transportation is requesting authorization to accept an increase in appropriations for Federal Transit Administration Capital Grant from Federal Transit Administration in the amount of $2,587,801 for operating assistance and $217,659 for program administration. This amendment is to replace buses that have met or exceeded their useful life.

THEREFORE, BE IT RESOLVED that the 2015-2016 Budget be amended to increase and appropriate grant Appropriation 13869 MI-34-0006-02 and 2012-00072,/P7/R2 within DDOT in the amount of $2,587,801.

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget and establish the necessary accounts when presented in accordance with foregoing communications, standard City procedures and regulations.

Office of Grants Management - Grant Application Request Form

Per Section 18-4-2 of the Detroit City Charter, City Council and Office of Grants Management approval is required prior to submitting a grant application. This form must be submitted to the Office of Grants Management **no later than 20 business days prior to the application deadline for approval.**

Agency	Detroit Department of Transportation
Date	June 24, 2015
Agency Contact Name	Casey McNeill
Agency Contact Phone	313-833-7980
Agency Contact Email	casmcn@detroitmi.gov
Grant Opportunity Title	Section 5339 Bus and Bus Facilities
Indicate Discretionary or Formula Funding	Formula
Grant Opportunity Funding Agency	FTA
Web Link to Opportunity Information	http://www.fta.dot.gov/about/15035.html
Maximum Award Amount	$2,587,802
Anticipated Proposed Budget Amount	$2,587,802
Match Requirement	80% federal / 20% state/local
Anticipated Source of Match (enter account string)	MDOT – Comprehensive Transportation Fund
List of Programs/Services/Activities to be Funded and the Amount of Funding Requested for Each *Sample:* *- ABC Afterschool program: $150,000* *- XYZ Youth leadership program: $100,000* *- Salary/Benefits: $95,000* *- Supplies: $5,000*	Purchase up to 4 replacement buses
Brief Statement of Priorities/Purpose for the Application *Sample: To support expansion of promising youth development programs in MNO neighborhood.*	To replace buses that have met or exceeded their useful life
Key Performance Indicators to be Used to Measure the Programs/Services/Activities *Sample:* *# of kids newly enrolled in ABC and XYZ* *# of kids who complete ABC and XYZ* *% of kids from ABC who demonstrate improved educational performance* *% of kids from XYZ who demonstrate improved leadership skills*	- Mean distance between failures - Tows - Preventative Maintenance

Agency Director's Signature

7.19.15

Date

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Recipient ID:	2107
Recipient Name:	CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
Project ID:	MI-34-0006-02
Budget Number:	3 - Budget Approved
Project Information:	FY 2015 Sect 5339 Bus Repl.

Part 1: Recipient Information

Project Number:	MI-34-0006-02
Recipient ID:	2107
Recipient Name:	CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
Address:	1301 EAST WARREN AVENUE , DETROIT, MI 48207 1034
Telephone:	(313) 833-7980
Facsimile:	(313) 833-9614

Union Information

Recipient ID:	2107
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	716 Lothrop
Address 2:	
City:	Detroit, MI 48202 0000
Contact Name:	Fred Westbrook
Telephone:	(313) 873-5541
Facsimile:	(313) 873-2696
E-mail:	atulocal26pba@aol.com
Website:	

Recipient ID:	2107
Union Name:	DOT FOREMEN'S ASSOCIATION
Address 1:	5776 Bluehill St.

Address 2:	
City:	Detroit, MI 48224 0000
Contact Name:	Nicholas Duncan
Telephone:	(313) 884-2114
Facsimile:	(313) 833-5523
E-mail:	NicDun@ddot.ci.detroit.mi.us
Website:	

Recipient ID:	2107
Union Name:	AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
Address 1:	14022 Linwood
Address 2:	
City:	Detroit, MI 48238 0000
Contact Name:	Leamon Wilson
Telephone:	(313) 868-7310
Facsimile:	(313) 224-5490
E-mail:	Webmaster@miafscme.org
Website:	

Recipient ID:	2107
Union Name:	AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Address 1:	5600 Wabash
Address 2:	
City:	Detroit, 48208 0000
Contact Name:	Armelia Nickleberry
Telephone:	(313) 224-4346
Facsimile:	(313) 224-7929
E-mail:	ArmNic@ddot.ci.detroit.mi.us
Website:	

Recipient ID:	2107
Union Name:	OPERATING ENGINEERS - LOCAL 547
Address 1:	Operating Engineers - Local 54
Address 2:	24270 W. Seven Mile Rd.
City:	Detroit, MI 48219
Contact Name:	Dan Ringo
Telephone:	(248) -45-1-03
Facsimile:	(313) -53-2-73
E-mail:	

Website:	

Recipient ID:	2107
Union Name:	BLDG & CONSTRUCTION TRADES COUNCIL
Address 1:	1640 Porter
Address 2:	
City:	Detroit, MI 48216
Contact Name:	John Wallace
Telephone:	(313) 965-5080
Facsimile:	(313) 965-3232
E-mail:	
Website:	

Recipient ID:	2107
Union Name:	DOT FOREPERSONS ASSOCIATION
Address 1:	5300 Chrysler Service Drive
Address 2:	
City:	Detroit, MI 48211
Contact Name:	Kimberly Johnson
Telephone:	(313) 833-3000
Facsimile:	( ) 833-1666
E-mail:	KimJoh@ddot.ci.detroit.mi.us
Website:	

Recipient ID:	2107
Union Name:	TEAMSTERS
Address 1:	2825 Trumbull
Address 2:	
City:	Detroit, MI 48216
Contact Name:	Joseph Valenti
Telephone:	(313) 962-7729
Facsimile:	(313) 962-7891
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant
Project Number:	MI-34-0006-02

Gross Project Cost:	$2,587,801
Adjustment Amt:	$0

Project Description:	FY 2015 Sect 5339 Bus Repl.
Recipient Type:	City
FTA Project Mgr:	Stewart McKenzie / Melody Hopson
Recipient Contact:	Casey McNeill
New/Amendment:	Amendment
Amend Reason:	Increase Award
Fed Dom Asst. #:	20526
Sec. of Statute:	5339-1
State Appl. ID:	None Specified
Start/End Date:	Dec. 31, 2015 - Dec. 31, 2017
Recvd. By State:	Sep. 17, 2015
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Jun. 18, 2015
Program Page:	attached
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

Total Eligible Cost:	$2,587,801
Total FTA Amt:	$2,070,241
Total State Amt:	$517,560
Total Local Amt:	$0
Other Federal Amt:	$0
Special Cond Amt:	$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	No
Fed. Debt Authority?:	No
Final Budget?:	No

Urbanized Areas

UZA ID	UZA Name
260050	DETROIT, MI

Congressional Districts

State ID	District Code	District Official
26	13	John Conyers
26	14	Brenda L Lawrence

Project Details

Amendment #2:

FY 2015 Section 5339 funds in the amount of $2,070,241 will be used to replace up to four buses that have met or surpassed their useful life with newer, less polluting ones servicing DDOT's fixed route service.

State match in the amount of $517,560 provided by the Comprehensive Transportation Fund.

TIP GPA #: 12197, Subproject # 22002

Amendment #1:

FY 2014 Section 5339 funds in the amount of $2,110,787 ($2,638,484 total eligible) will be used to replace up to six buses that have met or surpassed their useful life with newer, less polluting ones servicing DDOT's fixed route service.

Also, ALI 11.14.01 Rehab/Rebuild 40ft Bus will be reduced by $2,117,998 federal - ($2,647,498 total) with the funding being moved to ALI 11.12.01 for six(6) replacement buses.

TIP ID #12197

State match in the amount of $527,697 provided by the Comprehensive Transportation Fund.

==========

Original Grant:

FY 2013 Section 5339 funds in the amount of $2,117,998 will be used by the Detroit Department of Transportation to perform mid-life bus component overhauls on 89 buses. All of which are at the mid-life cycle needing engine, transmission and other component overhauls TIP # 2011362.

The grant total is $2,647,498 using State CTF and GF as match.

Earmarks

No information found.

Security

No information found.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
111-00 BUS - ROLLING STOCK	17	$6,299,026.00	$7,873,783.00
ACTIVITY			
11.14.01 REHAB/REBUILD 40-FT BUS	1	$0.00	$0.00
11.12.01 FY 2014 - BUY REPLACEMENT 40-FT BUS	12	$4,228,785.00	$5,285,982.00
11.12.06 BUY REPL ARTICULATED	4	$2,070,241.00	$2,587,801.00

BUS			
		Estimated Total Eligible Cost:	**$7,873,783.00**
		Federal Share:	**$6,299,026.00**
		Local Share:	**$1,574,757.00**

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
260050	2013.25.34.BF.2	00	2015	34	$2,117,998.00	$0.00	$2,117,998.00
260050	2014.25.34.BF.2	00	2015	34	$2,110,787.00	$0.00	$2,110,787.00
260050	2015.25.34.BF.2	00	2015	34	$0.00	$2,070,241.00	$2,070,241.00
						Total Previously Approved:	**$4,228,785.00**
						Total Amendment Amount:	**$2,070,241.00**
						Total from all Funding Sources:	**$6,299,026.00**

Alternative Fuel Codes

11.14.01	REHAB/REBUILD 40-FT BUS	Diesel Fuel
11.12.01	FY 2014 - BUY REPLACEMENT 40-FT BUS	Diesel Fuel
11.12.06	BUY REPL ARTICULATED BUS	Diesel Fuel

Extended Budget Descriptions

111-00	BUS - ROLLING STOCK	17	$6,299,026.00	$7,873,783.00
11.14.01	REHAB/REBUILD 40-FT BUS	1	$0.00	$0.00
Amendment #1:				

Reduce this ALI by $2,117,998 federal ($2,647,498 total) and move to ALI 11.12.01 for replacement bus purchase

Original Grant:

This Grant (FY 2013 Section 5339) provides funds in the amount of $2,117,998 FTA share and $2,647,498 total eligible to perform mid-life bus component overhauls on 89 buses. All of which are at the mid-life cycle needing engine, transmission and other component overhauls TIP # 2011362.

11.12.01	FY 2014 - BUY REPLACEMENT 40-FT BUS	12	$4,228,785.00	$5,285,982.00

Amendment #1:

FY 2013 (moved from ALI 11.14.01) and 2014 Section 5339 funds in the amount of $4,228,785 ($5,285,982 total eligible) will be used to replace up to 12 buses that have met or surpassed their useful life with newer, less polluting ones servicing DDOT's fixed route service. Anticipated useful life of the new buses is 12 years of service and/or 500,000 miles.

TIP ID #12197

State match in the amount of $527,697 for FY2014 and $529,500 for FY2013 is provided from the Comprehensive Transportation Fund.

11.12.06	BUY REPL ARTICULATED BUS	4	$2,070,241.00	$2,587,801.00

FY 2015 Section 5339 funds in the amount of $2,070,241($2,587,802) will be used to replace up to four (4) buses that have met or surpassed their useful life with newer, less polluting ones servicing DDOT's fixed route service. Anticipated useful life of the new buses is 12 years of service and/or 500,000 miles.

State match in the amount of $517,560 is provided from the Comprehensive Transportation Fund.

Changes since the Prior Budget

FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total
111-00	BUS - ROLLING STOCK	$4,228,785	$2,070,241	$6,299,026
11.14.01	REHAB/REBUILD 40-FT BUS	$0	$0	$0
11.12.01	FY 2014 - BUY REPLACEMENT 40-FT BUS	$4,228,785	$0	$4,228,785
11.12.06	BUY REPL ARTICULATED BUS	$0	$2,070,241	$2,070,241

Eligible Change Amounts

Code	Description	Previous Eligible	Change in Eligible	Current Eligible

111-00	BUS - ROLLING STOCK	$5,285,982	$2,587,801	$7,873,783
11.14.01	REHAB/REBUILD 40-FT BUS	$0	$0	$0
11.12.01	FY 2014 - BUY REPLACEMENT 40-FT BUS	$5,285,982	$0	$5,285,982
11.12.06	BUY REPL ARTICULATED BUS	$0	$2,587,801	$2,587,801

Change in Quantity

Code	Description	Previous Quantity	Change in Quantity	Current Quantity
111-00	BUS - ROLLING STOCK	13	4	17
11.14.01	REHAB/REBUILD 40-FT BUS	1	0	1
11.12.01	FY 2014 - BUY REPLACEMENT 40-FT BUS	12	0	12
11.12.06	BUY REPL ARTICULATED BUS	0	4	4

Change in Project Control Totals

Description	Previous Amount	Change in Amount	Current Amount
Gross Project Cost:	$2,647,498	$2,638,484	$5,285,982
Adjustment Amount:	$0	$0	$0
Total Eligible Cost:	$2,647,498	$2,638,484	$5,285,982
Total FTA Amount:	$2,117,998	$2,110,787	$4,228,785
Total State Amount:	$529,500	$527,697	$1,057,197
Total Local Amount:	$0	$0	$0
Other Federal Amount:	$0	$0	$0
Special Condition Amount:	$0	$0	$0

Part 4. Milestones

11.14.01 REHAB/REBUILD 40-FT BUS 1 $0 $0

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Apr. 01, 2014
2.	Contract Award	Jul. 15, 2014
3.	Contract Complete	Jun. 30, 2016
	This Grant provides additional funds in the amount of $2,118,986 FTA share and $2,648,732total eligible to perform mid-life bus component overhauls on 29 buses. All of which are at the mid-life cycle needing engine, transmission and other component overhauls TIP # 2011362.	

11.12.01 FY 2014 - BUY REPLACEMENT 40-FT BUS 12 $4,228,785 $5,285,982

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Feb. 01, 2011
2.	CONTRACT AWARDED	May. 01, 2014
3.	FIRST VEHICLE DELIVERED	Sep. 30, 2014
4.	ALL VEHICLES DELIVERED	Dec. 31, 2014
5.	CONTRACT COMPLETE	Dec. 31, 2014

11.12.06 BUY REPL ARTICULATED BUS 4 $2,070,241 $2,587,801

	Milestone Description	Est. Comp. Date
1.	RFP/IFB OUT FOR BID	Dec. 31, 2015
2.	CONTRACT AWARDED	Mar. 30, 2016
3.	FIRST VEHICLE DELIVERED	Dec. 31, 2016
4.	ALL VEHICLES DELIVERED	Dec. 31, 2017
5.	CONTRACT COMPLETE	Dec. 31, 2017

Part 5. Environmental Findings

111401 REHAB/REBUILD 40-FT BUS 1 $0 $0

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

111201 FY 2014 - BUY REPLACEMENT 40-FT BUS 12 $4,228,785 $5,285,982

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles,

including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

111206 BUY REPL ARTICULATED BUS 4 $2,070,241 $2,587,801

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	**Active Fleet**			
	A. Peak Requirement	215	0	215
	B. Spares	94	0	94
	C. Total (A+B)	309	0	309
	D. Spare Ratio (B/A)	43.72%	0.00%	43.72%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	84	4	88
	C. Total (A+B)	84	4	88
III.	**Total (I.C and II.C)**	393	4	397

Right-Sizing the fleet to reflect the 2012 service adjustment is a central objective in DDOT's Fleet Management Plan. Prior to the 2Q/2012 reduction of service, DDOT required 350 peak vehicles. Today, DDOT peak service requires 215 vehicles. Current FTA guidelines allow for a spare ratio of 20%. Operation of the fleet in excess of this guideline is planned for the near-term. DDOT hopes to maintain a peak requirement of 229 vehicles by October 2015 and anticipates operating with a 20% spare ratio within 6 months (December 2015).

Part 7. FTA Comments

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-21, October 1, 2014)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, http://www.fta.dot.gov/documents/21-Master.pdf,
(2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MI-34-0006-02

Grantee: CITY OF DETROIT DEPARTMENT OF TRANSPORTATION

Citation of Statute(s) Authorizing Project: 49 USC 5339 - (MAP 21) Bus and Bus Facilities Formula (FY2013 & Fwd)

Estimated Total Eligible Cost (in U.S. Dollars): $7,873,783

Maximum Total FTA Amount Awarded (in U.S. Dollars): $6,299,026

Amount of This FTA Award (in U.S. Dollars): $2,070,241

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/18/2013
Amendment 1 Certification Date: 12/19/2014
Amendment 2 Certification Date: 7/27/2015

Project Description:

FY 2015 Sect 5339 Bus Repl.

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Ms. Marisol Simon
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
09/22/2015

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
  (a) Statements,
  (b) Representations,
  (c) Warranties,
  (d) Covenants, and
  (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Ms. Casey M McNeill
Project Assistant
CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
09/23/2015

CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
GRANTS MANAGEMENT

(25)

FEB 0 5 2016

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1012
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

February 4, 2016

APPROVED

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

RE: Request to accept an increase in appropriations for FY 2015 Section 5307 TAP Bike Share MI-95-X034-01

The Federal Transit Administration has awarded an amendment to the City of Detroit Department of Transportation FY 2015 Section 5307 TAP Bike Share MI-95-X034-01 in the amount of $1,343,751. The Federal share of the amendment is $1,075,001 of the total eligible funds and the Downtown Detroit Partnership share is $268,750. There is no local share required from the general fund. These funds will be added to the original grant balance of $264,503 for a project total of $1,608,254.

The objective of this amendment is to purchase bike stations and associated equipment. The additional funding allotted to the department will be utilized to purchase additional capital equipment including bicycles. This is a reimbursement grant. The cost center is 207119 and the appropriation number is 13893.

I respectfully ask your approval to accept the amendment in appropriations funding in accordance with the attached resolution.

Sincerely,

Nichelle Hughley
Director, Office of Grants Management

APPROVED
BUDGET DIRECTOR
FINANCE DIRECTOR

Enclosure

CC: Lisa Jones, Associate Director for Office of Grants Management
Dan Dirks, Director of Transportation
John Wallace, Agency CFO

RESOLUTION

Council Member_____

WHEREAS, the Detroit Department of Transportation is requesting authorization to accept an increase in appropriations for FY 2015 Section 5307 TAP Bike Share. The Federal Transit Administration share is $1,075,001 of the total eligible funds and the Downtown Detroit Partnership share is $268,750 of the total eligible funds. This amendment is to add support to the TAP Bike Share.

THEREFORE, BE IT RESOLVED that the 2015-2016 Budget be amended to increase and appropriate grant Appropriation 13893 FY 2015 Section 5307 TAP Bike Share within DDOT in the amount of $1,343,751.

BE IT FURTHER RESOLVED, that the Budget Director is authorized to increase the budget and establish the necessary accounts when presented in accordance with foregoing communications, standard City procedures and regulations.

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Recipient ID:	2107
Recipient Name:	CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
Project ID:	MI-95-X034-01
Budget Number:	2 - Budget Approved
Project Information:	FY 2015 Section 5307 TAP Bike Share

Part 1: Recipient Information

Project Number:	MI-95-X034-01
Recipient ID:	2107
Recipient Name:	CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
Address:	1301 EAST WARREN AVENUE , DETROIT, MI 48207 1034
Telephone:	(313) 833-7980
Facsimile:	(313) 833-9614

Union Information

Recipient ID:	2107
Union Name:	AMALGAMATED TRANSIT UNION
Address 1:	716 Lothrop
Address 2:	
City:	Detroit, MI 48202 0000
Contact Name:	Fred Westbrook
Telephone:	(313) 873-5541
Facsimile:	(313) 873-2696
E-mail:	atulocal26pba@aol.com
Website:	

Recipient ID:	2107
Union Name:	DOT FOREMEN'S ASSOCIATION
Address 1:	5776 Bluehill St.

Address 2:	
City:	Detroit, MI 48224 0000
Contact Name:	Nicholas Duncan
Telephone:	(313) 884-2114
Facsimile:	(313) 833-5523
E-mail:	NicDun@ddot.ci.detroit.mi.us
Website:	

Recipient ID:	2107
Union Name:	AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES
Address 1:	14022 Linwood
Address 2:	
City:	Detroit, MI 48238 0000
Contact Name:	Leamon Wilson
Telephone:	(313) 868-7310
Facsimile:	(313) 224-5490
E-mail:	Webmaster@miafscme.org
Website:	

Recipient ID:	2107
Union Name:	AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Address 1:	5600 Wabash
Address 2:	
City:	Detroit, 48208 0000
Contact Name:	Armelia Nickleberry
Telephone:	(313) 224-4346
Facsimile:	(313) 224-7929
E-mail:	ArmNic@ddot.ci.detroit.mi.us
Website:	

Recipient ID:	2107
Union Name:	OPERATING ENGINEERS - LOCAL 547
Address 1:	Operating Engineers - Local 54
Address 2:	24270 W. Seven Mile Rd.
City:	Detroit, MI 48219
Contact Name:	Dan Ringo
Telephone:	(248) -45-1-03
Facsimile:	(313) -53-2-73
E-mail:	

Website:	

Recipient ID:	2107
Union Name:	BLDG & CONSTRUCTION TRADES COUNCIL
Address 1:	1640 Porter
Address 2:	
City:	Detroit, MI 48216
Contact Name:	John Wallace
Telephone:	(313) 965-5080
Facsimile:	(313) 965-3232
E-mail:	
Website:	

Recipient ID:	2107
Union Name:	DOT FOREPERSONS ASSOCIATION
Address 1:	5300 Chrysler Service Drive
Address 2:	
City:	Detroit, MI 48211
Contact Name:	Kimberly Johnson
Telephone:	(313) 833-3000
Facsimile:	( ) 833-1666
E-mail:	KimJoh@ddot.ci.detroit.mi.us
Website:	

Recipient ID:	2107
Union Name:	TEAMSTERS
Address 1:	2825 Trumbull
Address 2:	
City:	Detroit, MI 48216
Contact Name:	Joseph Valenti
Telephone:	(313) 962-7729
Facsimile:	(313) 962-7891
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant
Project Number:	MI-95-X034-01

Gross Project Cost:	$1,343,751
Adjustment Amt:	$0

Project Description:	FY 2015 Section 5307 TAP Bike Share
Recipient Type:	City
FTA Project Mgr:	Stewart McKenzie / Melody Hopson
Recipient Contact:	Casey McNeill
New/Amendment:	Amendment
Amend Reason:	Increase Award
Fed Dom Asst. #:	20507
Sec. of Statute:	5307-3
State Appl. ID:	None Specified
Start/End Date:	Sep. 30, 2015 - Jun. 30, 2017
Recvd. By State:	Oct. 27, 2015
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Aug. 27, 2015
Program Page:	Attached
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

Total Eligible Cost:	$1,343,751
Total FTA Amt:	$1,075,001
Total State Amt:	$0
Total Local Amt:	$268,750
Other Federal Amt:	$0
Special Cond Amt:	$528,718
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	Yes
Fed. Debt Authority?:	No
Final Budget?:	No

Urbanized Areas

UZA ID	UZA Name
260050	DETROIT, MI

Congressional Districts

State ID	District Code	District Official
26	13	John Conyers
26	14	Brenda L Lawrence

Project Details

Amendment #1: FY 2015 Section 5307 flex (TAP) funds in the amount of $1,075,001 will be used by the Detroit Department of Transportation (DDOT) to purchase bike share stations, amenities, and software in support of the Detroit Bike Share Program.

Local match in the amount of $268,750 will be provided by philanthropy funds secured by the Downtown Detroit

Partnership.

Also, ALI 11.92.06 "Purchase Bicycle Access Facil & Equip on Buses" will be reduced by $246,503 federal with the funding being added to ALI 11.42.42 "Acquire - Exclusive Bicycle Facility" for the Detroit Bike Share Program. MDOT toll credits will also be added to ALI 11.42.42 as match.

TIP GPA Master ID #: 11138; Subproject #: 22687

FY 2009 Section 5307 STP funds in the amount of $528,718 will be used by Detroit Department of Transportation (DDOT)to obtain bike racks for DDOT's bus fleet.

Toll Revenue Credits (TRC)in the amount of $528,718 will be used as match. TRC letter from MDOT attached in this grant.
In accordance with the provisions of Section 1111 of the Transportation Equity Act for the 21st Century, Detroit Department of Transportation will use toll revenue expenditures in the amount of $105,744 as credit toward the non-federal matching share of this grant.

Earmarks

No information found.

Security

No – We will not expend at least 1% of the 5307 funds in this grant application for security purposes.

3. Other, please describe below.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
119-00 TRANSIT ENHANCEMENTS (BUS)	600	$264,215.00	$264,215.00
ACTIVITY			
11.92.06 *PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES	600	$264,215.00	$264,215.00
SCOPE			
114-00 BUS: SUPPORT EQUIP AND FACILITIES	35	$1,339,504.00	$1,608,254.00
ACTIVITY			
11.42.08 ACQUIRE - ADP	0	$32,000.00	$40,000.00

SOFTWARE			
11.42.42 ACQUIRE - EXCLUSIVE BICYCLE FACIL	29	$1,043,001.00	$1,303,751.00
11.42.42 ACQUIRE - EXCLUSIVE BICYCLE FACIL	6	$264,503.00	$264,503.00
		Estimated Total Eligible Cost:	**$1,872,469.00**
		Federal Share:	**$1,603,719.00**
		Local Share:	**$268,750.00**

OTHER (Scopes and Activities not included in Project Budget Totals)

None

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
260050	2009.45.95.SX.2	00	2015	95	$528,718.00	$0.00	$528,718.00
260050	2015.45.95.SX.2	00	2016	95	$0.00	$1,075,001.00	$1,075,001.00
						Total Previously Approved:	**$528,718.00**
						Total Amendment Amount:	**$1,075,001.00**
						Total from all Funding Sources:	**$1,603,719.00**

Alternative Fuel Codes

Extended Budget Descriptions

119-00	TRANSIT ENHANCEMENTS (BUS)	600	$264,215.00	$264,215.00
11.92.06	*PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES	600	$264,215.00	$264,215.00

Amendment #1:

Reduce this ALI by $264,503 federal and move to ALI 11.42.42 for the Detroit Bike Share Program.

This grant will be used to purchase bike racks for installation on the department`s bus fleet.
TIP ID#2002194

*This project will be matched with state toll credits in the amount of $105,744.00.

11.42.08	ACQUIRE - ADP SOFTWARE	0	$32,000.00	$40,000.00

AMENDMENT #1

Funds are to support the bike share website with programming software, station connectivity testing, and mapping software.

Match will be provided by local philanthropy funds in the amount of $8,000 secured by the Downtown Detroit Partnership.

TIP GPA Master ID #: 11138; Subproject #: 22687

11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	29	$1,043,001.00	$1,303,751.00

AMENDMENT #1

Funds are for site design, permitting, site preparation, shipping, and installation of up to 29 bike share stations, along with bike share amenities for increased accessibility. All signage and facilities will be in accordance with ADA standards. The anticipated useful life of bike share stations is 10 years.

This project will be matched by local philanthropy funds in the amount of $260,750 secured by the Downtown Detroit Partnership.

TIP GPA Master ID #: 11138; Subproject #: 22687

11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	6	$264,503.00	$264,503.00

AMENDMENT #1

Funds are for site design, permitting, site preparation, shipping, and installation of up to 6 bike share stations, along with bike share amenities for increased accessibility. All signage and facilities will be in accordance with ADA standards. The anticipated useful life of bike share stations is 10 years.

This project will be matched by MDOT toll credits in the amount of $52,901.

TIP GPA Master ID #: 11138; Subproject #: 22687

Changes since the Prior Budget

FTA Change Amounts

Code	Description	Previous FTA Total	Change in FTA Total	Current FTA Total
119-00	TRANSIT ENHANCEMENTS (BUS)	$528,718	-$264,503	$264,215
11.92.06	*PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES	$528,718	-$264,503	$264,215
114-00	BUS: SUPPORT EQUIP AND FACILITIES	$0	$1,339,504	$1,339,504
11.42.08	ACQUIRE - ADP SOFTWARE	$0	$32,000	$32,000
11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	$0	$1,043,001	$1,043,001
11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	$0	$264,503	$264,503

Eligible Change Amounts

Code	Description	Previous Eligible	Change in Eligible	Current Eligible
119-00	TRANSIT ENHANCEMENTS (BUS)	$528,718	-$264,503	$264,215
11.92.06	*PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES	$528,718	-$264,503	$264,215
114-00	BUS: SUPPORT EQUIP AND FACILITIES	$0	$1,608,254	$1,608,254
11.42.08	ACQUIRE - ADP SOFTWARE	$0	$40,000	$40,000
11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	$0	$1,303,751	$1,303,751
11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	$0	$264,503	$264,503

Change in Quantity

Code	Description	Previous Quantity	Change in Quantity	Current Quantity
119-00	TRANSIT ENHANCEMENTS (BUS)	600	0	600
11.92.06	*PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES	600	0	600
114-00	BUS: SUPPORT EQUIP AND FACILITIES	0	35	35
11.42.08	ACQUIRE - ADP SOFTWARE	0	0	0
11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	0	29	29
11.42.42	ACQUIRE - EXCLUSIVE BICYCLE FACIL	0	6	6

Part 4. Milestones

11.92.06	*PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES	600	$264,215	$264,215

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jun. 30, 2009
2.	Contract Award	Sep. 30, 2009
3.	Contract Complete	Jun. 30, 2016

11.42.08 ACQUIRE - ADP SOFTWARE 0 $32,000 $40,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Sep. 30, 2015
2.	Contract Award	Nov. 30, 2015
3.	Contract Complete	Jun. 30, 2017

11.42.42 ACQUIRE - EXCLUSIVE BICYCLE FACIL 29 $1,043,001 $1,303,751

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Sep. 30, 2015
2.	Contract Award	Nov. 30, 2015
3.	Contract Complete	Jun. 30, 2017

11.42.42 ACQUIRE - EXCLUSIVE BICYCLE FACIL 6 $264,503 $264,503

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Sep. 30, 2015
2.	Contract Award	Nov. 30, 2015
3.	Contract Complete	Jun. 30, 2017

Part 5. Environmental Findings

119206 *PURCHASE BICYCLE ACCESS, FACIL & EQUIP ON BUSES 600 $264,215 $264,215

Finding No. 1 - Class II(c)

C03 - Bicycle, Pedestrian Construction Project
Construction of bicycle and pedestrian lanes, paths, and facilities.

C08 - Install Shelters, Fencing, & Amenities

Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.

114208 ACQUIRE - ADP SOFTWARE	0	$32,000	$40,000

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

114242 ACQUIRE - EXCLUSIVE BICYCLE FACIL	29	$1,043,001	$1,303,751

Finding No. 1 - Class II(c)

C02 - Pedestrian or Bicycle Action

Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.

114242 ACQUIRE - EXCLUSIVE BICYCLE FACIL	6	$264,503	$264,503

Finding No. 1 - Class II(c)

C02 - Pedestrian or Bicycle Action

Acquisition, construction, maintenance, rehabilitation, and improvement or limited expansion of stand-alone recreation, pedestrian, or bicycle facilities, such as: a multiuse pathway, lane, trail, or pedestrian bridge; and transit plaza amenities.

Part 6: Fleet Status

No information found.

Part 7. FTA Comments

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-21, October 1, 2014)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, http://www.fta.dot.gov/documents/21-Master.pdf,
(2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: MI-95-X034-01

Grantee: CITY OF DETROIT DEPARTMENT OF TRANSPORTATION

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FHWA xfer FY 2007 fwd)

Estimated Total Eligible Cost (in U.S. Dollars): $1,872,469

Maximum Total FTA Amount Awarded (in U.S. Dollars): $1,603,719

Amount of This FTA Award (in U.S. Dollars): $1,075,001

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 9/2/2009
Amendment 1 Certification Date: 11/30/2015

Project Description:

FY 2015 Section 5307 TAP Bike Share

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:
Mrs. Kelley Brookins
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
11/30/2015

EXECUTION OF GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Grantee, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Grantee intends to enter into a legally binding agreement in which the Grantee:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
  (a) Statements,
  (b) Representations,
  (c) Warranties,
  (d) Covenants, and
  (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Executed by:
Ms. Casey M McNeill
Project Assistant
CITY OF DETROIT DEPARTMENT OF TRANSPORTATION
11/30/2015

DOWNTOWN
DETROIT
PARTNERSHIP

June 1, 2015

Michigan Department of Transportation
Office of Passenger Transportation
Kim Johnson, Transportation Services Section Manager
Tausha Drain, Project Manager
425 W. Ottawa Street
P.O. Box 30050
Lansing, MI 48909

Re: Detroit Bike Share – Matching Funds for TAP Grant

Ms. Johnson and Ms. Drain:

Per the conditions outlined in the Michigan Department of Transportation's (MDOT's) Conditional Commitment (CC) to Detroit Bike Share, the Downtown Detroit Partnership (DDP) would like to inform MDOT that it has the $360,497 in non-federal matching funds on hand and is ready to move forward with the project. The DDP is currently drafting a memorandum of understanding (MOU) between it and the City of Detroit Department of Transportation (DDOT) regarding each entity's roles and responsibilities in the implementation and ongoing operation of Detroit Bike Share. Once the MOU has been executed between the DDP and DDOT, a copy of the signed agreement will be sent to MDOT.

In the meantime, if there are any questions about the project, please contact Lisa Nuszkowski, the project manager for Detroit Bike Share, at 313-577-9789 or lisa.nuszkowski@wayne.edu.

Sincerely,

Eric B. Larson
Chief Executive Officer, Downtown Detroit Partnership

cc: Casey McNeill, Grants Administrator, Detroit Department of Transportation
Vincent Ranger, Urban Project Development Specialist, Michigan Department of Transportation

600 Renaissance Center
Suite 1740
Detroit, MI 48243

Tel: 313.566.8250
Fax: 313.567.3474
DowntownDetroit.org

From: "Vettraino, Kevin" <vettraino@semcog.org>
To: "DanDirks@detroitmi.gov" <DanDirks@detroitmi.gov>, "lisa.nuszkowski@downtowndetroit.org" <lisa.nuszkowski@downtowndetroit.org>, "casmcn@detroitmi.gov" <casmcn@detroitmi.gov>
CC: "rangerv@michigan.gov" <rangerv@michigan.gov>, Jose Abraham <abrahamj@detroitmi.gov>, "Pawlik, Brian J" <pawlik@semcog.org>, "Brudzinski, Stephen M" <brudzinski@semcog.org>
Date: 7/2/2015 1:59 PM
Subject: Detroit Department of Transportation (DDOT): Detroit Bike Share TAP award
Attachments: TAP.PreImplementationDevGuide.FY2016.pdf; TAP.FundingConditions.FY2016.SHPO.pdf

Congratulations! SEMCOG's Regional Clearinghouse Review Committee (RC2) met on Tuesday, June 30, 2015 and approved your Transportation Alternatives Program (TAP) application for fiscal year (FY) 2016:

Detroit Department of Transportation (DDOT) – Detroit Bike Share
The Detroit Department of Transportation (DDOT) in coordination with the Downtown Detroit Partnership (DDP) will install and operate the Detroit Bike Share System. This grant will fund a portion of Phase 1 of the system which will include the purchase and installation of up to 35 bike share stations and related bike share amenities. The total budget for this project is $1,700,001. Federal TAP funds forthis project are $1,075,001. Local match is $625,000 with $264,503 from DDOT and $360,497 in grants from foundations.

This award supersedes the conditional commitment previously issued by MDOT.

Please have no expectations that a design exception will be granted if this project can't meet AASHTO standards for nonmotorized facilities per the 2012 guidebook.

It is important that these funds be obligated as soon as possible, or they may be lost. As a result, please contact Mr. Vincent Ranger at MDOT's Office of Economic Development as soon as possible. Mr. Ranger can be reached by phone at (248) 483-5130 or by email at rangerv@michigan.gov<mailto:rangerv@michigan.gov>. He will guide you through the steps necessary to successfully prepare your project for obligation.

We have also attached two documents. The first is the "Pre-Implementation Project Development Guide" designed to help you identify the actions required to develop your project to the point that it is ready for implementation. The second is a "Funding Conditions" document. We cannot stress enough that you contact and begin working with MDOT and taking the actions outlined in the attached guide as soon as possible as these funds are contingent upon meeting the obligation deadline.

SEMCOG will be contacting you periodically to check on your community's progress in meeting the obligation deadline. I can be reached at (313) 324-3357 or Vettraino@semcog.org<mailto:Vettraino@semcog.org>.

Thank you and congratulations.

Kevin

Kevin Vettraino AICP, Planner
Plan Implementation
Direct: 313.324.3357 | vettraino@semcog.org<mailto:vettraino@semcog.org>

[http://archive.semcog.org/assets/semcog_tagline.jpg]<"http://www.semcog.org">
1001 Woodward Avenue, Suite 1400
Detroit, MI 48226
Main: 313-961-4266
Visit: www.semcog.org

[http://www.semcog.org/Portals/0/Images/Email%20Signature/EconomicDevelopment.png]<http://www.semcog.org/Plans-for-the-Region/Economic-Development>

CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
GRANTS MANAGEMENT

CITY CLERK 2016 FEB 25 AM 11:32

#1798
FEB 02 2016

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 1012
DETROIT, MICHIGAN 48226
PHONE: 313 • 628-2158
FAX: 313 • 224 • 0542
WWW.DETROITMI.GOV

January 29, 2016

The Honorable Detroit City Council
ATTN: City Clerk Office
200 Coleman A. Young Municipal Center
Detroit MI 48226

APPROVED

RE: Request to Appropriate and Sign Agreement to Transfer $245,000 in program income from Building, Safety, Engineering and Environment Department's Brownfield Cleanup Revolving Loan Fund grant to City of Detroit Brownfield Redevelopment Authority.

The Environmental Protection Agency (EPA) awarded City of Detroit in 1998 with funds to establish a Brownfield Cleanup Revolving Loan Fund (BCRLF). Subsequently, the City of Detroit has received repayments resulting in program income on the BCRLF in the amount of $245,000. This request is to establish a new appropriation and transfer program income to the City of Detroit Brownfield Redevelopment Authority (DBRA) to close out the project.

The objective of the grant is to provide loans to public and private parties for the purposes of cleaning up brownfield sites already assessed and found to be contaminated. Repayment of funds by borrowers provide a continuing source of capital and additional opportunities for loans to future eligible recipients. It is believed that the DBRA will be better suited to continue the project.

The cost center is 130370 and appropriation number is 20248.

I respectfully ask your approval to appropriate and transfer funding in accordance with the attached resolution along with a waiver of reconsideration.

Sincerely,

Nichelle Hughley
Director, Office of Grants Management

APPROVED
2/5/16
BUDGET DIRECTOR
FINANCE DIRECTOR

Enclosure

CC: Andrew Anyanwu, General Manager-Building, Safety, Engineering and Environment Department
Lisa Jones, Program Management Officer-Office of Grants Management
Charles Allen, Grant Manager-Office of Grants Management

RESOLUTION

Council Member_____

WHEREAS, the Building, Safety, Engineering and Environment Department is requesting authorization to appropriate and sign an agreement to transfer program income from a revolving loan grant from the US Environmental Protection Agency in the amount of $245,000 for the City of Detroit Brownfield Redevelopment Authority (DBRA) to continue the Brownfield Redevelopment Revolving Loan Fund,

THEREFORE, BE IT RESOLVED that the Director of Building, Safety, Engineering and Environment Department is authorized to execute the funding agreement on behalf of the City of Detroit with the City of Detroit Brownfield Redevelopment Authority, and

BE IT FURTHER RESOLVED, that the Budget Director is authorized to establish Appropriation number 20248 for earned program income in the amount of $245,000 from the US Environmental Protection Agency for the purpose of City of Detroit Brownfield Redevelopment Authority (DBRA) continuing the Brownfield Redevelopment Revolving Loan Fund.

RECEIVED
CITY OF DETROIT
DEPARTMENT OF
ENVIRONMENTAL AFFAIRS

AGREEMENT BETWEEN

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY, REGION 5

AND

CITY OF DETROIT
DEPARTMENT OF ENVIRONMENTAL AFFAIRS

CONCERNING
CLOSEOUT OF ASSISTANCE AGREEMENT BL-985739-01

The United States Environmental Protection Agency, Region 5 (U.S. EPA) and the City of Detroit (CITY) both wish to closeout Assistance Agreement BL-985739-01 (the Assistance Agreement) because all the administrative and substantive requirements of the Assistance Agreement have been met. This Agreement Between the U.S. EPA and the CITY, Closeout of Assistance Agreement BL-9857239-01 (Closeout Agreement), sets forth the terms and conditions which apply to these parties as part of the process of closing out the Assistance Agreement.

I. Background

1. On September 29, 1997 the U.S. EPA awarded a grant of Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), to the City of Detroit through the Assistance Agreement.
2. On May 6, 1998, the City of Detroit accepted the Assistance Agreement.
3. The purpose of the Assistance Agreement was to capitalize a brownfield revolving loan fund. Funds from this Assistance Agreement were made available as loans to eligible recipients for cleanup work at brownfield sites.
4. On or about September 29, 1998, the Assistance Agreement was amended pursuant to a U.S. EPA memorandum dated September 29, 1998, to extend the grant period to September 30, 1999.
5. On or about May 3, 2000, the Assistance Agreement was amended to extend the grant period to September 30, 2001 pursuant to U. S. EPA memorandum dated May 3, 2000.
6. On or about September 28, 2001, the Assistance Agreement was amended to extend the grant period to September 30, 2002 pursuant to U. S. EPA memorandum dated September 28, 2001.
7. On or about December 31, 2002, the Assistance Agreement was amended to extend the grant period to September 30, 2003 pursuant to U. S. EPA memorandum dated December 31, 2002.
8. On or about September 4, 2003, the Assistance Agreement was amended to extend the grant period to September 30, 2004.
9. On or about November 30, 2005, the Assistance Agreement was amended to extend the grant period to September 30, 2006 pursuant to U. S. EPA memorandum dated November 30, 2005.
10. Through this Closeout Agreement, the U.S. EPA and the CITY are documenting the terms and conditions of their understanding of how the CITY will use the revolved BCRLF loan funds as they are repaid to the CITY.
11. Under 40 C.F.R. 31.25(h), there are no Federal requirements on program income earned after the award period for the Assistance Agreement except those contained in this Closeout Agreement between the CITY and U.S. EPA.

BCRLF CLOSEOUT AGREEMENT
USEPA and THE CITY OF DETROIT
ASSISTANCE AGREEMENT BL-985739-01

II. Representations of The Department of Environmental Affairs of the City of Detroit

1. As of the date of this Closeout Agreement, the CITY has expended Three Hundred Fifty Thousand & 00/100 Dollars ($350,000.00) of this Assistance Agreement in a loan to a qualified borrower.
2. As of the date of this Closeout Agreement, all cleanup work funded by this Assistance Agreement has been completed.
3. As of the date of this Closeout Agreement, Thirty One Thousand Two Hundred & 00/100 Dollars ($31,200.00) has been expended on other eligible costs, as the recipient share under this Assistance Agreement.
4. As of the date of this Closeout Agreement, no funds remain unexpended. The CITY drew down Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00) for the loan on September 2, 2005.
5. As of the date of this Closeout Agreement, the only activities remaining under the loan and this Assistance Agreement are for the borrower to pay back the principal with appropriate interest. Annual interest only repayments began on September 1, 2006, but the CITY understands that it is beneficial to have the repayments take place after signing the closeout agreement and receiving approval from the U.S. EPA, and that the interest only payments received to date are considered program income and must be returned. As such, the interest only payments received for September 1, 2006 and September 1, 2007, have been added as program income and returned to the U.S.EPA under city of Detroit check number 2041307 in the amount of Four Thousand Nine Hundred & 00/100 Dollars ($4,900.00). The refund check was mailed to EPA/LVFC, P. O. Box 979087, St. Louis, Missouri 63197-9000.
6. As of the date of this Closeout Agreement, the CITY expects the outstanding loan to be repaid pursuant to the AMENDED AND RESTATED PROMISSORY NOTE dated November 30, 2005 which states: If Borrower complies with the requirements of Article I, Section 6 of the Amended Loan Agreement, the sum of One Hundred Five Thousand and 00/100 Dollars ($105,000.00) of the Principal Amount of Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), or thirty percent (30%) of the actual amount disbursed to Borrower, together with accrued interest thereon, shall be forgiven by Lender. In such event, Borrower promises to pay to Lender, at the address identified above or such other address specified by Lender in writing, the Principal Amount of Two Hundred Forty Five Thousand and 00/100 Dollars ($245,000.00), or seventy percent (70%) of the actual amount disbursed to Borrower, plus interest calculated on the principal from time to time outstanding, at an interest rate of 1% per annum calculated on the basis of a 360-day year of 12 months for the actual days elapsed pursuant to the terms of the Amended Loan Agreement.

III. Required Reports for the Assistance Agreement

The Assistance Agreement expired on September 30, 2006 . The CITY submitted the final quarterly progress report on January 27, 2006. As required in Chapter 9 of the BCRLF closeout procedures, the CITY has provided the following documents to U.S. EPA.:

1. Final Quarterly progress report; combined w/ Assessment Grant
2. Final Financial Status Report (Standard Form 269);

3. Cleanup reports, as described in the most current version of the BCRLF Administrative Manual;
4. Notification of no inventions on CITY letterhead;
5. Notification of no federally-owned property purchases report; and
6. Property profiles for all properties cleaned up with the monies loaned out under this Assistance Agreement.
7. Final MBE/WBE/DBE Report (Standard Form 5700-52A)

IV. Recordkeeping Requirements and Other Supporting Documents

1. The CITY shall maintain all financial and programmatic records, supporting documents, statistical records and other records which are required under the Assistance Agreement for a period of ten (10) years following submission of the final Financial Status Report (referenced above in Section III.)

2. If any litigation, claim, negotiation, audit, cost recovery, or other action involving these records of which the CITY receives notice starts before the expiration of the ten-year period in paragraph 1, above, the CITY must retain these records until completion of that action and resolution of all issues which arise from it, or until the end of the ten-year period, whichever is later.

3. Before destroying any of the records, the CITY must obtain written approval from the U.S. EPA.

V. Program Income

The CITY will place the program income (principal repayments and interest) received for the loan made under the Assistance Agreement into an account so that these monies are available for use as a local Site Remediation Revolving Fund (the Fund). The CITY will administer and utilize the Fund pursuant to the provisions of the State of Michigan Brownfield Redevelopment Financing Act, 1996 PA 381, as amended. In general, as funds become available from the existing loan repayments, The CITY will use these funds to provide assistance to brownfield redevelopment projects for eligible activities and for which a Brownfield Plan has been prepared and approved by the CITY. These funded activities will be implemented in a manner consistent with the State of Michigan's environmental cleanup program. Moreover, it is the intent of the CITY, when feasible, to replenish the Fund through future TIF capture equivalent to the value of the eligible brownfield activities funded. The CITY can then use the Fund to conduct eligible activities at other eligible properties.

The Fund will be operated under the following conditions: monies will only be used at sites that are a brownfield site as defined in Section 101(39) of CERCLA and the CITY can only provide funds to entities that have a documented statutory defense to CERCLA Section 107 liability.

On the first anniversary date of this Closeout Agreement and annually thereafter, the CITY shall provide a report to the U.S. EPA on the use of the program income from the Assistance Agreement. The City of Detroit shall provide this report within 30 days of the anniversary date of this Closeout Agreement. If the CITY has not obligated these funds on the third anniversary date of this Closeout Agreement, then the CITY will pay all such program income to U.S. EPA.

BCRLF CLOSEOUT AGREEMENT
USEPA and THE CITY OF DETROIT
ASSISTANCE AGREEMENT BL-985739-01

VI. Addresses

The point of contact for the U.S. EPA for all items in this Closeout Agreement shall be:

Deborah Orr
Brownfield Coordinator
Superfund Division (SE-4J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590
(312) 886-7576

The points of contact for the City of Detroit for all items in this Closeout Agreement shall be:

Vincent R. Nathan, PhD., MPH
Director
City of Detroit
Department of Environmental Affair
660 Woodward Avenue, Suite 1800
Detroit, MI 48226
(313) 471-5115
nathanv@detroitmi.gov

Willa J. Williams
General Manager
City of Detroit
Department of Environmental Affairs
660 Woodward Avenue, Suite 1800
Detroit, MI 48226
(313) 471-5119
williamsw@detroitmi.gov

VII. Termination of this Closeout Agreement

After three years after the expenditure by the CITY of program income subject to this Closeout Agreement, the CITY may terminate this Closeout Agreement by certifying to U.S. EPA that it has complied with the requirements of this Closeout Agreement for three full calendar years and requests a termination of this Closeout Agreement. U.S. EPA shall have 90 days to object to the termination of this Closeout Agreement. If U.S. EPA does not object within that time period, then this Closeout Agreement will terminate with no further action.

VIII. Enforcement of this Closeout Agreement

If the CITY does not comply with any of the terms of this Closeout Agreement, then U.S. EPA may take actions authorized under 40 C.F.R. Section 31.43.

BCRLF CLOSEOUT AGREEMENT
USEPA and THE CITY OF DETROIT
ASSISTANCE AGREEMENT BL-985739-01

IX. Modifications

This Closeout Agreement can only be modified in writing by agreement of both U.S. EPA and the CITY. Oral or unilateral modifications shall not be effective or binding.

X. Severability

If any provision of this Closeout Agreement is invalidated by a court of law, the parties shall remain bound to comply with those provisions of this Closeout Agreement that have not been invalidated.

XI. Effective Date and Signatures

This Closeout Agreement becomes effective on the date of the signature of the U.S. EPA award official.

On behalf of the City of Detroit:

Date: 3-3-08

Vincent R. Nathan PhD, MPH, Director
City of Detroit
Department of Environmental Affairs
Detroit, Michigan 48226

On behalf of the U.S. Environmental Protection Agency:

Date: 3/14/08

Walter W. Kovalick
Assistant Regional Administrator
Resources Management Division (M-9J)
U.S. Environmental Protection Agency, Region 5
77 W. Jackson Blvd.
Chicago, Illinois 60604

CITY OF DETROIT
DEPARTMENT OF PUBLIC WORKS
ADMINISTRATION DIVISION

21

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 611
DETROIT, MICHIGAN 48226
(313) 224-3901 • TTY:711
(313) 224-1464
WWW.DETROITMI.GOV

February 23, 2016

HONORABLE CITY COUNCIL

RE: Petition #977 – Detroit Metro Convention & Visitors Bureau, request to put up banners on Jefferson, Steve Yzerman and John C. lodge Exit Ramp in order to promote horizon league event at Joe Louis Arena.

The Department of Public Works, Traffic Engineering Division received the above referenced petition. This department has no objections to the placement of banners, provided that the banner installation is in compliance with the banner policy adopted by your Honorable Body on November 30, 2001, and subject to the following conditions:

1. **Ninety (90)** Banners are to be located along Jefferson, Steve Yzerman and John C. lodge Exit Ramp as shown in the attached map.

2. The duration of banner installation shall be from February 29th, 2016 through March 10th, 2016.

3. Banners shall not exceed thirty-two (32) inches in width by ninety-four (94) inches in height and should be acrylic or vinyl with standard slitting (also called "Happy Faces").

4. Banners shall be affixed to allow minimum of (15) feet clearance from walkway surface.

5. Banners shall not include flashing lights that may be distracting to motorists.

6. Banners shall not have displayed thereon any legend or symbol which is, or resembles, or which may be mistaken for a traffic control device, or which attempts to direct the movement of traffic.

7. Commercial advertising is strictly prohibited on all banners; including telephone numbers, mailing addresses, and web site addresses.

8. A sponsoring organization's logo and/or name may be included at the bottom of the banner in a space no more than ten (10) inches in height by thirty (30) inches in length, and letter size shall be limited to four (4) inch maximum and placed at the bottom of the banner.

9. Sponsoring organizations may not include messages pertaining to tobacco and related products, alcoholic beverages, firearms, adult entertainment or sexually explicit products, or political campaigns.

10. Sponsoring organizations may not include legends or symbols which may be construed to

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advertise, promote the sale of, or publicize any merchandise or commodity, with the exception of sponsorship as described in the banner policy (see section 9 of the policy).

11. Banner placement must be a minimum of 120 feet or every other pole apart, whichever is greater, including banners that may exist at the time of the installation and is limited to a two thousand (2000) feet radius area of the event location or within the stated organization's boundaries.

12. The design, method of installation and location of banners shall not endanger persons using the highway or unduly interfere with the free movement of traffic.

13. The petitioner *SHALL* secure an approval from **Public Lighting Department** to use their utility poles to hang the banners.

14. The petitioner *SHALL* secure Right of Way permit from City Engineering Division every time the banners are changed/replaced.

15. The wording on the banners will be (please see below).

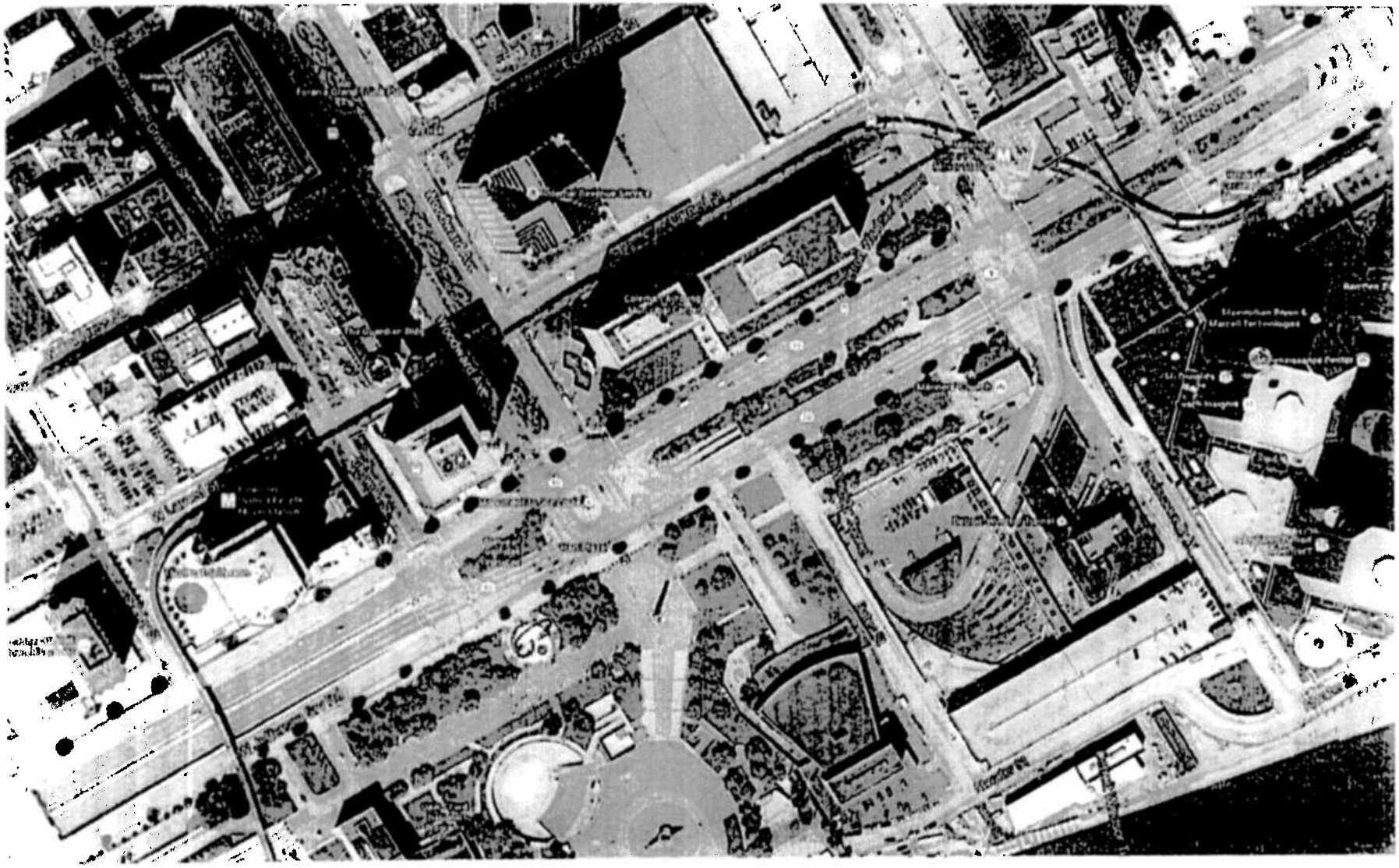
16. Since Jefferson Ave and John C. lodge Ramp are State trunk lines, approval from the Michigan Department of Transportation is required.

If deemed appropriate by the City of Detroit, The City reserves the right to have the banners removed by the Petitioner at the Petitioner's cost prior to expiration date.

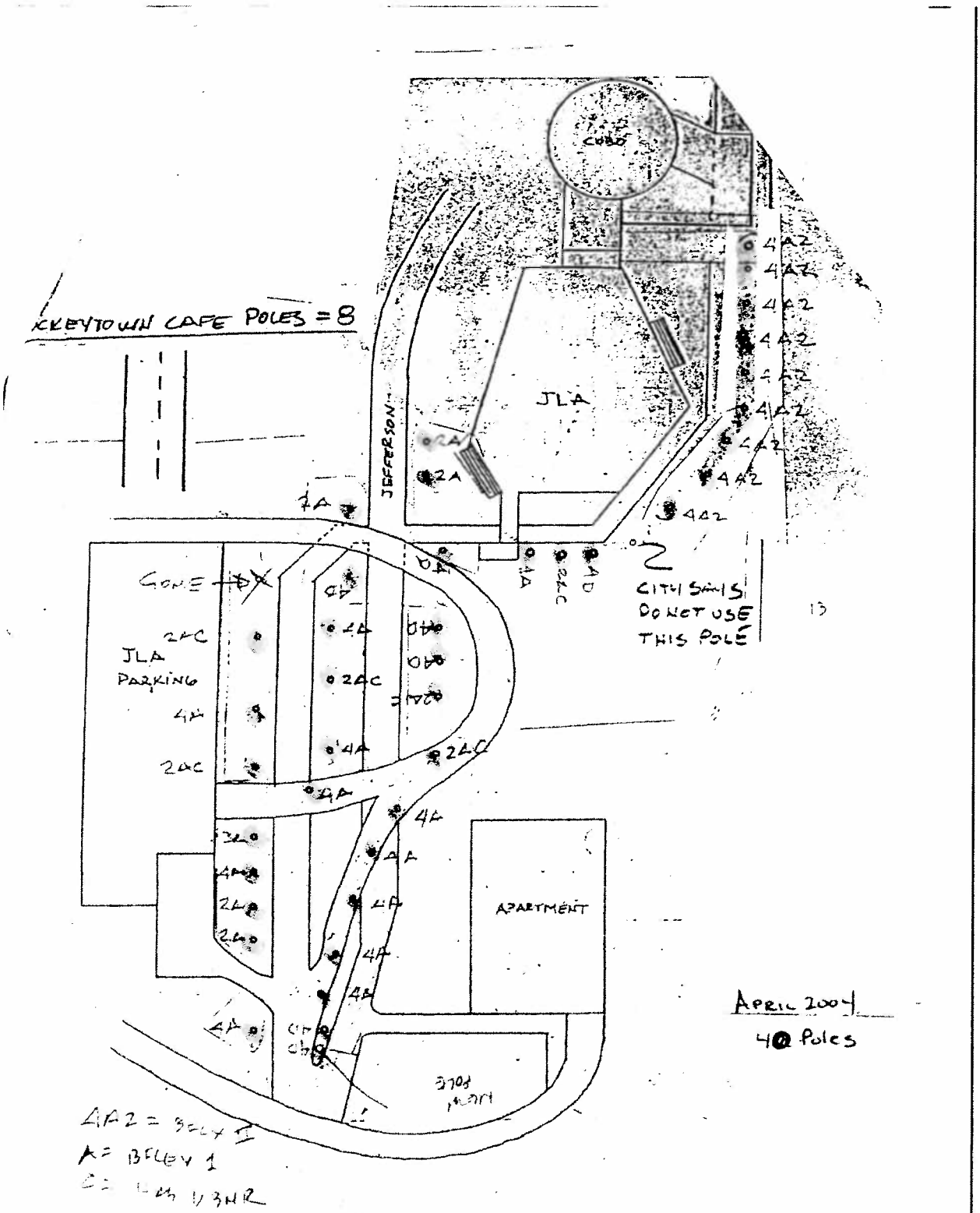
Respectfully Submitted,

Ron Brundidge, Director
Department of Public Works

CC: Aliyah Sabree, Mayor's Office
Ashok Patel, TED



48 poles - Jefferson



CKEYTOWN CAFE POLES = 8
COBO
JLA
JEFFERSON
GONE
JLA PARKING
APARTMENT
CITY SAYS DO NOT USE THIS POLE
APRIL 2004
4 Poles
4A2 = BELLY II
A = BELLY 1

WELCOME TO DETROIT

WHERE CHAMPIONS ARE MADE, AND CHAMPIONSHIPS ARE PLAYED. DETROIT.