



*Image provided by Ginosko Development Company*

# LAFAYETTE WEST

## Community Benefits Agreement Report

City of Detroit Planning & Development Department  
Maurice Cox, Director of Planning and Development



*Image provided by Ginosko Development Company*



*Image provided by Ginosko Development Company*





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October 22, 2018

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# **SECTION A.**

## **INTRODUCTION**



## SECTION A. INTRODUCTION

Ginosko Development Company's (Ginosko) Community Benefits process was triggered by the development of Lafayette West. Lafayette West is a proposed master-planned 5.2 acre community integrated into Lafayette Park. The project is located between Rivard Street and The Chrysler Service Drive just East of I-375. Ginosko is anticipated to create 3 modern-living alternatives, high-rise, lofts, and townhomes; including rental and ownership options all located within walking distance to the Central Business District and neighborhood shopping.

The project is composed of:

### 1. The High-Rise

- 114 luxury rental residences in a 12-story high-rise with units ranging from 600-1,100 SF; with attached enclosed parking.

### 2. The Lofts

- 200 urban rental lofts with units ranging from 450-900 SF; with enclosed parking.

### 3. The Townhomes

- 60 3-story custom built for-sale townhouses, carriage houses, and stacked flats with attached garages.

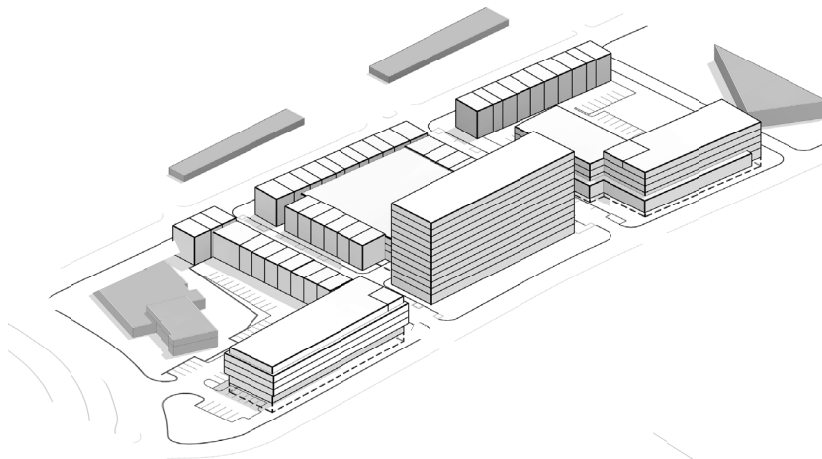
### 4. Parking

- 490 cars (90% enclosed); including ample guest parking.

### 5. Amenities

- Market leading amenity offering to assure long-term competitiveness and resident value proposition.

The following [link](#) will direct you to the developer's presentations throughout the process, and provide more extensive project information. Use the tab on the right side of the page that reads **Past CBO Engagement**, click on **Lafayette West**, then scroll to the **Resources** section.



*Project Massing Provided by Ginosko Development Company*

# **SECTION B.**

## **NOTICE OF PUBLIC MEETING & IMPACT AREA**

## **SECTION B.**

# **NOTICE OF PUBLIC MEETING & IMPACT AREA**

The Impact Area, determined by the Planning & Development Department, is defined by I-375 on the West, Gratiot Avenue on the North, The Dequindre Cut Greenway on the East, and E. Lafayette Street on the South. This boundary is also defined by Census Tract 5170. Approximately 70 residents were recorded as attending the first meeting.

*Public Notice* of the meeting (as required by law) was mailed out to neighbors by the City Clerk's office by June 18, 2018, via information packet containing a legal meeting notice, impact area map, and a meeting flyer developed by the Planning & Development Department. The notice was mailed to approximately 1,900 residents. See Appendix 02 for the letter and flier that was sent to impact area residents.

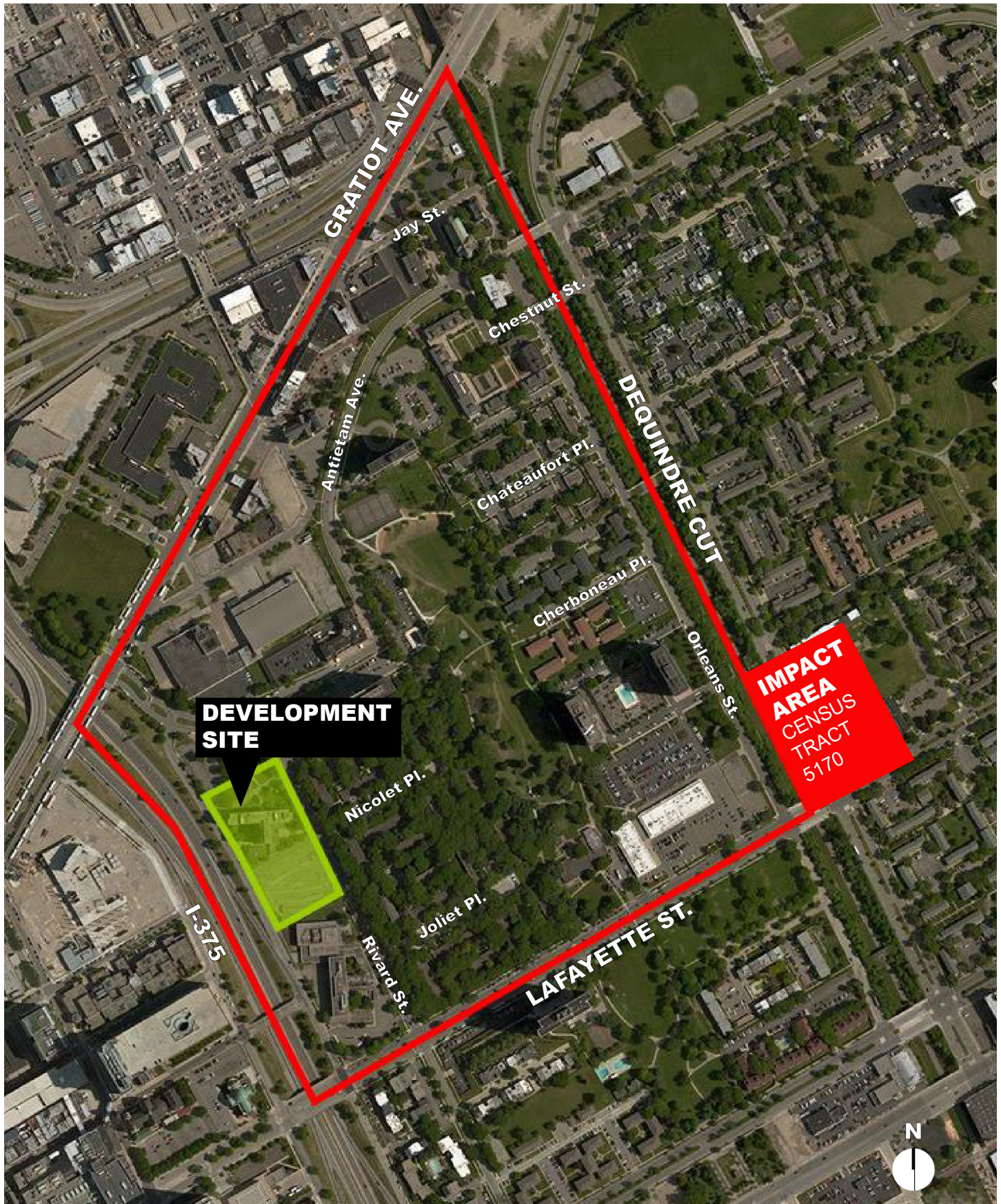
Additionally, The Planning and Development Department (PDD) launched a section on the Lafayette West CBO on PDD's CBO website, displaying updated meeting dates and CBO meeting presentations for every meeting held. Please follow the link below to download the presentations for each meeting. Once on the webpage use the tab on the right side of the page that reads **Past CBO Engagement**, click on **Lafayette West**, then scroll to the **Resources** section.

The link is as follows:

<http://www.detroitmi.gov/cbo>



## IMPACT AREA





# **SECTION C.**

## **NEIGHBORHOOD ADVISORY COUNCIL (NAC) / DEVELOPER / CITY OFFICIALS**

## **SECTION C.**

### **NEIGHBORHOOD ADVISORY COUNCIL / DEVELOPER / CITY OFFICIALS**

#### **Neighborhood Advisory Council (NAC):**

NAME	ELECTED/APPOINTED	DATE
Patrice McKinnon	Elected by Impact Area Residents	July 10, 2018
Matt Morin	Elected by Impact Area Residents	July 10, 2018
Margaretta Venson	Appointed by Council President Brenda Jones	July 11, 2018
Daniel Carmody	Appointed by At-Large CM Janee Ayres	July 10, 2018
Andrea Pride	Appointed by CM Mary Sheffield	July 11, 2018
Julia Schlau	Appointed by Planning & Development	July 12, 2018
Bryan Boyer	Appointed by Planning & Development	July 12, 2018
Kumar Raj	Appointed by Planning & Development	July 12, 2018
Jonathan Toney	Appointed by Planning & Development	July 12, 2018

#### **Development Team:**

##### **Ginosko Development Company:**

Amin Irving, President & CEO

Nathan Keup, VP of Development

#### **City of Detroit Officials:**

**Planning:** Maurice D. Cox, Janet Attarian, Julio Cedano

**Jobs and Economy Team:** Matthew Walters

**Department of Neighborhoods:** Vince Keenan

**Legislative Policy Division Representative:** Jamie Murphy

**City Council:** Council President Brenda Jones, At-Large Council Member Janee Ayres, District 5 Council Member Mary Sheffield



# **SECTION D.**

## **PROJECT IMPACTS / LAFAYETTE WEST NAC IMPACT REPORT**

The following document was presented by the NAC to the developer and the public at the fourth Lafayette West CBO meeting at The Horatio Williams Foundation, 1010 Antietam Avenue on August 9th, 2018 at 5:30 PM.

# LWNAC Impact Report

Updated: 8/7/2018

**Please Note:** This is a working document that is being presented for discussion purposes only. It will continue to be edited throughout the CBO process.

## Impacts and Requested Actions

Impact	Requested Action
City ordinance work hours are from 7:00 am to 10:00 pm. This will cause major disruptions to current residents' quality of life.	<ol style="list-style-type: none"><li>1. Developer will sign a legally binding agreement with the P&amp;DD to restrict construction working hours between 7:00 am - 6:00 pm on weekdays. Major noise-making activities (jack hammering, wrecking ball, drilling, etc.) should not commence until 9:00 am on any day. If required, a maximum of two Saturdays can be worked per month and 48 hours public notice will be provided for Saturday work. No Sunday work is permitted.</li><li>2. Park benches and a designated picnic area to be added in Lafayette Park. Developer will work with NAC to finalize details regarding types and quantities of all fixtures.</li><li>3. Additional trees to be planted in Lafayette Park with guidance and feedback from The Greening of Detroit.</li></ol>

<p>Parking resources for existing residents will be highly strained with the addition of so many new residents, especially considering the parking deficiency (over 100 parking spots based on City ordinance) designed into the current plan and the other new developments in this area that were not considered in the developer's parking studies. The NAC is concerned about the lack of parking for LW employees, residents' guests, etc.</p>	<ol style="list-style-type: none"> <li>1. City to simplify the residential parking permit ordinance process to install a residential parking designation on Joliet Place and Nicolet Place (and potentially other nearby streets like Cherboneau Place and Chateaufort Place) for residents on the included streets only. Permit fees will be waived or paid by the developer. This program will last in perpetuity (The NAC acknowledges that the developer does not have control over City ordinances, but requests that the developer intercede with the City on behalf of the NAC).</li> </ol> <p>or</p> <ol style="list-style-type: none"> <li>2. Developer to comply with City zoning ordinance with regard to required parking, and include employee and guest parking.</li> </ol>
<p>Complete street closures on Rivard, particularly given the nature of local streets having only one means of egress, will be a major inconvenience and safety issue for residents.</p>	<p>Developer will sign a legally binding agreement with the P&amp;DD agreeing to not close Rivard completely at any time.</p>
<p>Demolition and construction will create major nuisances to local residents in the form of dust and potential damages to property.</p>	<ol style="list-style-type: none"> <li>1. Developer will accept liability for any damages to property caused by either construction or demolition.</li> <li>2. All impacted organizations will be added as named insureds to the developer's insurance policy.</li> <li>3. Developer will perform two additional window cleanings for Lafayette Pavilion and the four Mies co-ops. One will be completed after demolition and one after construction is complete.</li> </ol>



<p>Abatement and demolition present the possibility of exposing residents to hazardous materials like asbestos, lead, etc. Particularly given the number of children and seniors in the neighborhood, this is a major concern. See these reference documents:</p> <p><a href="https://www.freep.com/story/news/local/michigan/2018/02/20/asbestos-legislation-michigan/351124002/">https://www.freep.com/story/news/local/michigan/2018/02/20/asbestos-legislation-michigan/351124002/</a></p> <p><a href="https://www.google.com/amp/s/amp.detroitnews.com/amp/33113765">https://www.google.com/amp/s/amp.detroitnews.com/amp/33113765</a></p>	<p>Developer will sign a legally binding agreement with the P&amp;DD agreeing:</p> <ol style="list-style-type: none"> <li>1. To development and implementation of a lead dust management plan that includes: pre-demolition notice to nearby residents; description of fugitive dust control measures during demolition activity; description of post-demolition dust mitigation measures. Also this will include an inspection requirement during demolition activity by someone from the City of Detroit.</li> <li>2. To comply with federal, state, and city asbestos demolition regulations.</li> <li>3. To provide any hazardous material/environmental surveys and abatement reports to the NAC prior to demolition.</li> </ol>
<p>Rodents, roaches and other pests are likely living in the current building. Demolition will force them to relocate, impacting the neighborhood.</p>	<p>Developer will sign a legally binding agreement with the P&amp;DD agreeing to immediately implement a pest control program to mitigate this. The program should be in place until completion of construction. The NAC should be notified of the company hired.</p>
<p>Historically, the site has not been properly secured. This has resulted in petty crime, vagrancy, trespass, and even arson.</p>	<p>Developer will sign a legally binding agreement with the P&amp;DD agreeing to:</p> <ol style="list-style-type: none"> <li>1. Install and maintain contiguous security fencing (current fencing is insufficient) around the vacant building immediately.</li> <li>2. Board up any broken windows and maintain this practice through demolition.</li> <li>3. Maintain a daily security presence to monitor and protect the site starting immediately through the end of construction.</li> <li>4. Maintain security for the property post construction as well.</li> </ol>
<p>Housing units along Rivard may be exposed to light spillage from LW fixtures, which could create a nuisance.</p>	<p>Developer will provide detailed lighting plans to the NAC, when available, and accept public feedback. Additionally, developer will ensure that lighting on</p>

	the LW development is shielded appropriately so that no light spills beyond the property line or produces glare that is visible from adjacent properties.
Trash has historically been a significant problem along Rivard due to tailgating, bus stops, and general foot traffic. This will likely increase with the addition of this new development.	Developer will commit to installing and maintaining multiple permanent, rodent resistant trash cans of a similar quality and nature to the ones maintained by adjacent Lafayette Park properties.

## \*Remaining Questions/Comments

- What are the details of the tax credits and abatements that are being leveraged in this project?
- We understand that the Eastern Market Mixed Use Development project is utilizing green roofs. Is this something that Ginosko will consider?
- The NAC is concerned that the plan of the building may continue to change after the NAC period has closed. For example we have been told that the four floors of amenities might be reallocated and that there are 4 mid-rise concepts still under development. How can this concern be addressed?
- The developer has stated that there is asbestos and other hazardous materials that must be removed before demolition, can we get a list of what the other hazardous materials are, the level of toxicity, and the proper process for safe removal that will be implemented?
- The renderings showing ground floor homes include wall-like divisions between units. This is counter to the spirit of Lafayette Park, which emphasizes openness and shared spaces, we invite you to reconsider this decision. Visual barriers could be detrimental to maintaining the look and feel of the Lafayette neighborhood, possibly the development could take a note from the current landscaping within the Mies townhomes.
- Regarding the LW sidewalk drawings and layout, it appears that the sidewalk layout bordering the project streets seems to be entirely focused on circulation for the development and not pedestrian circulation through their complex from any of the surrounding communities and eventually across the new boulevard. Anyone walking to downtown from the neighborhoods on the east, would prefer to continue through their property on the street that is basically an extension of the neighboring community. Is there an intent for the design to allow for that, particularly if a retail coffee outlet is being contemplated?
- The various project drawings seem a bit ambiguous regarding sidewalks going all the way through the development and they don't appear to show a north/south sidewalk next

to the service drive in the section with the high rise tower. Can you clarify and redefine the sidewalk layout?

- What is being proposing for the sidewalk widths? 6' should be the absolute minimum, but with a strong focus on creating a walkable community, it would be better if it were 8' or wider. Concern about the width of the sidewalks along the Rivard condo's and the distance between the condo front steps, their Rivard sidewalks and whether there will still be a grass berm before the street, especially since the landscape design of the units across Rivard, have a berm, landscape shrubbery and a lawn buffer.
- Has there been a landscape architect chosen? Is so, who and will there be any coordination with the surrounding community?
- What kind of visible outdoor signage is envisioned in and around the LW project, especially the tower building?
- Has your design team taken into consideration any noise abatement or environmental concerns as a result of the new boulevard?
- Is there any update of the sale of the Woodward Academy site?
- How do you plan to manage a property that contains both rental and private units? If you own your unit do you get first rights to the grill? Will there be a board of directors for the condos, with by-laws? Who deals with those who do not separate their trash?
- Can the the developer clarify whether the parking at LW will be paid or not, since we know paid parking will have an even greater negative impact on the neighborhood local street parking situation? Did his study include the parking overflow from the Gratiot/Russell development?
- Can we, at the August 9, 2018 meeting, agree upon a workable and time-sensitive, two-way communication method with the developer regarding development/project announcements and neighborhood issues that arise at the LW site?

## \* Potential Alternate Name Suggestions

A local resident expressed a concern about the name Lafayette West because it will create confusion since West Lafayette street is on the other side of Woodward. NAC members suggested the following alternatives, but they are also open to other names as well:

- Rivard Place
- Lafayette Place
- Lafayette North

\* *Remaning Questions/Comments and Potential Alternate Name Suggestions* are not part of the original 9 list of Impacts and Request made by the NAC. These were presented by the NAC in order to give further feedback on the project and gain further input from the developer on questions that were not fully answered in previous meetings.



# **SECTION E.**

## **APPROVED COMMUNITY BENEFITS AGREEMENT/ DEVELOPERS RESPONSE**

# Lafayette West Community Benefits Agreement: LWNAC Impact Report

October 03, 2018

NAC Impact Request	NAC Impact Request - Lafayette West Response
<p><b>Impact 1.1</b></p> <p>Developer will sign a legally binding agreement with the P&amp;DD to restrict construction working hours between 7:00 am - 6:00 pm on weekdays. Major noise-making activities (jack hammering, wrecking ball, drilling, etc.) should not commence until 9:00 am on any day. If required, a maximum of two Saturdays can be worked per month and 48 hours public notice will be provided for Saturday work. No Sunday work is permitted.</p>	<ul style="list-style-type: none"> <li>The standard construction schedule is currently 7 a.m. – 5 p.m. on weekdays, with Saturdays only being worked as necessary. These work hours include the waste haulers emptying construction dumpsters. <ul style="list-style-type: none"> <li>We will comply with all local ordinances related to the project.</li> <li>We will provide at least 48 hours' notice for any work to be conducted on a Saturday.</li> <li>Notices will be provided through the approved communication methods including, <ol style="list-style-type: none"> <li>A project website,</li> <li>Direct communication with the management agents for the Mies Co-Ops and The Pavilion and any other Lafayette Park building that supplies a management contact, and</li> <li>A list-serv email which will be made functional by 10/31/18.</li> </ol> </li> <li>We cannot guarantee all major noise-making activities will occur after 9 a.m., but we will work with our construction partners to limit as much of this activity as possible to the recommended hours.</li> <li>As of now, no Sunday hours are being considered, and a 48 hour notice will be given through the previously outlined communication channels of unique activities or unscheduled work as needed</li> <li>Ginosko will not perform any disruptive/loud work on Sunday. Should working on Sunday become necessary, it will be restricted to low decibel activities.</li> <li>We will not perform any construction work on Sundays when any scheduled Lions football game occurs.</li> <li>If Saturday work hours are necessary, we will commit to only a maximum of 2 Saturday's per month.</li> </ul> </li> </ul>
<p><b>Impact 1.2 &amp; 1.3:</b></p> <p>Park benches and a designated picnic area to be added in Lafayette Park. Developer will work with NAC to finalize details regarding types and quantities of all fixtures. Additional trees to be planted in Lafayette Park with guidance and feedback from The Greening of Detroit.</p>	<ul style="list-style-type: none"> <li>We will commit to \$15,000 for tangible, visible improvements to Lafayette Plaisance Park and/or Chrysler Elementary School. The donated gift will be coordinated between Ginosko, the NAC and the receiving entity by the end of the 2018 calendar year.</li> <li>Per the NAC's recommendation, we would like to have a placard or other acknowledgement put into place recognizing Ginosko Development Company's contribution.</li> </ul>
<p><b>Impact 2:</b></p> <p>Parking resources for existing residents will be highly strained with the addition of so many new residents, especially considering the parking deficiency (over 100 parking spots based on City ordinance) designed into the current plan and the other new developments in this area that were not considered in the developer's parking studies. The NAC is concerned about the lack of parking for LW employees, residents' guests, etc.</p>	<ul style="list-style-type: none"> <li>We will ensure that our project is built with a minimum of: <ul style="list-style-type: none"> <li>1 car per dwelling ratio for rental units, which are largely smaller studio and 1 bedroom units.</li> <li>1.5 cars per dwelling for the townhomes.</li> <li>Additional parking for visitors (6% of rental units, 4 spaces for prospective renters, and 6 spaces for Lafayette West employees, as well as spaces for the proposed coffee/co- working area per zoning requirements).</li> <li>No parking ratios will rely on the on-street parking along Rivard or the Chrysler Service Drive.</li> <li>The above commitments strive to meet an overall parking ratio greater than 1.25 cars per dwelling unit when including parking along Rivard and the Chrysler Service Drive.</li> <li>For concerns of crowded on-street parking nearby Lafayette West, the City of Detroit is currently working on updates to simplify the permitted parking ordinance. The City Planning Commission along with the Municipal Parking Department will be engaging with residents to garner further input on updates to the ordinance; specifically with those neighborhoods, such as Lafayette Park, where permitted parking has been a request.</li> <li>We will commit to signing a petition for the block faces along Rivard and the Chrysler Service Drive to be designated as a Residential Permit</li> </ul> </li> </ul>

	<p>Parking Area as soon as possible after the proposed ordinance is adopted.</p> <ul style="list-style-type: none"> <li>◦ We will enforce parking along the planned Nicolet and Lafayette Plaisance private streets within the Lafayette West development.</li> <li>◦ Since Lafayette West is located within a half mile radius of high frequency transit corridors according to Sec. 61-14-24 of the City Ordinance (see attached section of the ordinance), and is within the bus routes on the Map (see attached PDF), the project actually qualifies for a 0.75:1 parking ratio for the multi-family rental dwellings only. To the extent that the Total Development Budget is increased over \$2 Million, as a last resort in mitigating construction costs, the Developer may lower the parking ratio to accommodate project feasibility, so long as documentation to the NAC evidencing the construction costs increases and other attempts to defray those costs have been attempted by the Developer. In no uncertain circumstances will the parking fall below 0.75:1.</li> </ul> <p><i>What is the exact number of parking spaces required for this redevelopment project per the city's Zoning Ordinance based on the revised site plan changes?</i></p> <p>Per <b>Section 61-14-24 (Pg588)</b> of the Zoning Ordinance. Since the development is <b>within 0.50 Miles of a high frequency Transit Corridor</b> (Gratiot Ave, and Lafayette Street are considered high frequency transit corridors. See attached map for location of high frequency transit corridors.) This development qualifies for <b>0.75 spaces per dwelling unit for Multi-Family Dwellings</b>. This includes the two mid-rise apartments and the 12 story high-rise building.</p> <p>Per the same section of the Zoning Ordinance. <b>Townhouses are 1.5 spaces per Dwelling Unit.</b></p> <p>Per the parking ratios required by the zoning ordinance <b>the total number of parking spaces required is three-hundred and eight (308)</b></p> <p>Visitor parking (20 parking spaces being provided by Ginosko), prospect resident parking (4 parking spaces being provided by Ginosko) and employee parking (6 parking spaces being provided by Ginosko) are not requirements for a residential development per the zoning ordinance. These additional parking requirements are being asked by the NAC for the developer to meet. The NACs request for these additional parking spaces is adding 30 parking spaces to the development of which the developer is looking to provide per the NAC's impact request.</p> <p>Per section 61-14-71 The amenity (coffee shop) space which is 800 sqft or less requires 1.0 parking space per 200 sqft of gross floor area. Only requiring 4 parking spaces. Please be aware that this square footage may be slightly lower or slightly higher since floor plan details are still being worked out by the developer and his team.</p> <p><i>What is the actual Parking Deficiency based on the revised site plan changes?</i></p> <p>If the developer were to use the legal required parking ratio of <b>0.75 spaces per dwelling unit for multi-family dwellings and 1.5 spaces per townhouse</b>, the total required parking would be <b>308 parking spaces. With the amenity space this is 312 spaces. In adding parking for visitors, prospect residents, and employees, parking increases to 342 spaces.</b> There is no parking deficiency if these ratios are used because they will be meeting the 308 parking space requirement for residential and 4 spaces for the amenity space. The NACs request for additional parking spaces adds to the legal required parking spaces by 30 additional spaces. Please keep in mind these 30 additional spaces are not a requirement per the zoning ordinance.</p> <p>If the developer were to use <b>1.0 space per dwelling unit for the multi-family dwellings and 1.5 spaces per townhouse</b>, the total parking would amount to <b>389 parking spaces. With the amenity space this is 393 spaces. With the inclusion of the requested parking spaces asked by the NAC it would bring the amount to 423 parking spaces.</b> According to the legal requirement the developer would not be deficient with 393 Parking spaces, the developer would actually be</p>
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		<p>above the required parking spaces of 312 needed for the development. The NACs request for additional parking spaces adds to the legal required parking spaces by 30 additional spaces.</p> <p><i>If there is a Parking Deficiency, Will there be a waiver on the Parking Deficiency from P&amp;DD or BSEED to eliminate the need for a hearing with BZA?</i></p> <p>If the developer can meet the need for 312 parking spaces for the entire development there will be no parking deficiency and no need for a parking waiver. To my knowledge, the additional 30 spaces being added due to the NACs request does not affect zoning approvals. The developer is only required to meet the 312 spaces. The developer is providing 30 additional spaces to meet the NACs impact request for parking.</p>
<p><b>Impact 3:</b> Developer will sign a legally binding agreement with the P&amp;DD agreeing to not close Rivard completely at any time.</p>		<ul style="list-style-type: none"> <li>• We will not, at any time, cause the total closure of Rivard unless required for utility connections. In the event of total lane closures we will do everything possible to minimize any potential disruptions, including scheduling for overtime work.</li> <li>• We will request temporary and/or partial lane closures from time to time due to curb cuts, tie-ins and ancillary work parallel to Rivard and the Chrysler Service Drive.</li> <li>• All traffic disruptions, directly caused by the Lafayette West development, will be communicated through the approved communication methods in response #1 above as early as a known land closure is identified.</li> <li>• All appropriate signage, barricades and safety measures will be implemented per City ordinances.</li> <li>• All lane closures will be approved through a Traffic Management Plan through the Traffic and Engineering Department (TED) of the City of Detroit.</li> </ul>
<p><b>Impact 4.1:</b> Developer will accept liability for any damages to property caused by either construction or demolition.</p>		<ul style="list-style-type: none"> <li>• We will ensure that our contractors, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance.</li> <li>• Lafayette West, and its sponsor, Lafayette Class 'A' Partners, will be named as Additional Insureds on the contractors, subcontractors and professional liability insurance certificates.</li> <li>• A copy of the above insurance policies and any riders will be furnished to the NAC for informational review only and if necessary by the Mies Cooperative's attorney for informational review only, as soon as they are available. We will ensure these insurance policies remain active through the entire demolition and construction period.</li> <li>• Scanned copies of the insurance will be provided through the "Approved Communication Methods" including: <ol style="list-style-type: none"> <li>1. A project website,</li> <li>2. Direct communication email blast with the management agents for the Mies Co-Ops and The Pavilion and any other Lafayette Park building that supplies a management contact stating that the information is on the list-serve, and</li> <li>3. A list-serv email which will be made functional by 10/31/18.</li> </ol> </li> </ul>
<p><b>Impact 4.2:</b> All impacted organizations will be added as named insureds to the developer's insurance policy.</p>		<ul style="list-style-type: none"> <li>• Lafayette West, its entities and partners will be named as Additional Insureds on the contractors, subcontractors and professional liability insurance certificates.</li> <li>• A copy of the above insurance policies and any riders will be furnished to the NAC for informational review only and if necessary by the Mies Cooperative's attorney for informational review only, as soon as they are available.</li> <li>• Any claims made against these policies will follow the evaluation process carried out by the insurer's claims departments.</li> </ul>

<p><b>Impact 4.3:</b></p> <p>Developer will perform two additional window cleanings for Lafayette Pavilion and the four Mies co-ops. One will be completed after demolition and one after construction is complete.</p>	<ul style="list-style-type: none"> <li>For properties located within the Lafayette West direct impact area, that desire to participate, we will pay for 50% of two (2) of the regularly scheduled window cleanings (one following demolition and one after construction completion), conditioned upon the following:               <ol style="list-style-type: none"> <li>Written confirmation of the frequency of current window cleanings over the past year.</li> <li>Providing invoices from window cleanings over the past year to confirm the cost of current window cleanings.</li> </ol> </li> </ul>
<p><b>Impact 5:</b></p> <p>Developer will sign a legally binding agreement with the P&amp;DD agreeing:</p> <ol style="list-style-type: none"> <li>To development and implementation of a lead dust management plan that includes: pre- demolition notice to nearby residents; description of fugitive dust control measures during demolition activity; description of post-demolition dust mitigation measures. Also this will include an inspection requirement during demolition activity by someone from the City of Detroit.</li> <li>To comply with federal, state, and city asbestos demolition regulations.</li> <li>To provide any hazardous material/environmental surveys and abatement reports to the NAC prior to demolition.</li> </ol>	<ul style="list-style-type: none"> <li>Any and all hazardous materials identified from prior reports will be safely and properly removed on-site by qualified, licensed and insured contractors practicing under the standard of care required of environmental professionals in Michigan.</li> <li>Given past asbestos abatement and the planned activities, risk to adjoining and nearby residents for exposure to asbestos and hazardous materials will be mitigated before demolition.</li> <li>We will provide these reports to the NAC committee and advise residents via the list-serv.</li> <li>We will hire AKT Peerless to provide oversight to all demolition activity to ensure compliance with all environmental regulations. The AKT Peerless inspections will be made in addition to and regardless of any City-required inspections.</li> <li>We will develop fugitive dust control plan in alignment with current environmental safety regulations for demolition and implement perimeter air monitoring for lead and cadmium dust. The fugitive dust control plan, which includes dust suppression, should be outlined in writing by the developer and submitted to the NAC for information purposes only. The plan should require that a particulate matter monitor be used and demolition stopped if elevated particulate matter is detected during extreme wind or weather events. The demo will proceed in accordance with NESHAP; the demo contractor will use wetting to suppress dust in accordance with applicable state and federal regulations.</li> <li>Due to Shaper Hall's former use as a pharmacy teaching facility, and the verified building and soil contamination mentioned in the Brownfield application, the NAC requires that the following special pre-demolition notification(s) occur regarding any removal of hazardous materials, information regarding the best methods to mitigate exposure to hazardous substances and other important pre-demolition information for residents such as:               <ol style="list-style-type: none"> <li>The specific date/time of the demolition activity;</li> <li>A link on the website and list serve to the fugitive dust plan.</li> </ol> </li> <li>Environmental conditions and the results of environmental monitoring associated with Impact #5 will be communicated thru the "Approved Communication Methods" defined in Impact 4.1, well as thru a mailer to be sent to all addresses that the City of Detroit used to notify the Lafayette Park residents of the. CBO process. In principle: "If someone stops working as a result of environmental health concerns, everyone in the impact area needs to be notified."</li> <li>The Neighborhood Advisory Council solely believes that:               <ol style="list-style-type: none"> <li>The risk the demolition activity presents to public health due to lead-contaminated dust and asbestos.</li> <li>Children and seniors are particularly vulnerable</li> <li>Measures residents can take to mitigate their exposure to harmful contaminants associated with the demolition, include making sure their windows and doors are closed during and immediately after demolition, making sure children are inside, or temporarily relocating to a hotel or family member's house</li> </ol> </li> </ul>
<p><b>Impact 6:</b></p> <p>Developer will sign a legally binding agreement with the P&amp;DD agreeing to immediately implement a pest control program to mitigate this. The program should be in place until completion of construction. The NAC should be notified of the company hired.</p>	<ul style="list-style-type: none"> <li>In order to ensure the health and safety of the surrounding neighborhood, Ginosko will complete a full pest and vermin control mitigation program of the site prior to demolition using the most updated industry standards. Rodent and vermin mitigation will continue during mobilization, demolition, construction and demobilization.</li> <li>The communication hotline can be used by residents to report any increase of vermin or rodent activity in the Lafayette Park neighborhood, which will be addressed expeditiously by the developer.</li> </ul>

	<ul style="list-style-type: none"> <li>Ginosko and/or its contractors will monitor and ensure that all required sanitation control methods are employed at the work site during all phases of the development.</li> </ul>
<b>Impact 7:</b> Developer will sign a legally binding agreement with the P&DD agreeing to: <ol style="list-style-type: none"> <li>1. Install and maintain contiguous security fencing (current fencing is insufficient) around the vacant building immediately.</li> <li>2. Board up any broken windows and maintain this practice through demolition.</li> <li>3. Maintain a daily security presence to monitor and protect the site starting immediately through the end of construction.</li> <li>4. Maintain security for the property post construction as well.</li> </ol>	<ul style="list-style-type: none"> <li>We will replace the temporary fence with a more permanent fence which still provides flexibility for construction activity.</li> <li>Ginosko will continuously monitor the development fencing for intrusions and forcible entry and repair those areas as soon as possible to prevent trespassing and occupancy of the site or vacant building by trespassers.</li> <li>We will consider barricades at standard entrances to prevent cross-traffic or event parking on site.</li> <li>We will work diligently to demolish the building in 2018.</li> <li>We have hired Signal 88 Security to provide overnight roving patrols.</li> <li>We will work with Signal 88 and/or other qualified security team to implement construction-period security program. This may include the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols.</li> <li>We will work with our management agent, Village Green, to develop a post-construction security program using the most efficient and effective security measures.</li> <li>Pre-construction event parking and tailgating for events held at Ford field will be allowed conditioned upon the following: <ol style="list-style-type: none"> <li>1. Debris and trash will be removed immediately following the event</li> <li>2. The perimeter will be secured by closing/locking gates following the event</li> <li>3. All profits from event parking will be donated to the Horatio Williams Foundation</li> </ol> </li> </ul>
<b>Impact 8:</b> Developer will provide detailed lighting plans to the NAC, when available, and accept public feedback. Additionally, developer will ensure that lighting on the LW development is shielded appropriately so that no light spills beyond the property line or produces glare that is visible from adjacent properties.	<ul style="list-style-type: none"> <li>We will provide lighting sufficient to maintain safely lit pedestrian and vehicular areas at night.</li> <li>All lighting will be carefully considered and shielded as necessary to reduce glare, light trespass into neighbors' homes and beyond property lines, and to reduce light pollution in the night sky. The Developer will use best efforts to ensure lighting will be Dark Sky Compliant.</li> <li>We will maintain light levels that are appropriate to a typical residential neighborhood to ensure comfort and safety at night for all</li> </ul>
<b>Impact 9:</b> Trash, Site Cleanliness and Weed Control	<ul style="list-style-type: none"> <li>We will install rodent-resistant trash cans along Rivard as soon as possible and maintain the through the construction period.</li> <li>We will incorporate rodent-resistant trash cans into our landscape and streetscape improvement plans.</li> <li>We will maintain acceptable appropriate sanitary standards related to controlling and disposing of trash, garbage and recyclables.</li> <li>The protruding weeds between the broken asphalt in the large parking lot area of the project have created an unsightly field of weeds. This is an open invitation to car lot parkers or anyone else who gains access to the site, to dump additional trash or garbage. In order to maintain a clean pre-construction lot, the developer will schedule one weed trimming to ground level by mid-October 2018 and a second before demolition in 2019, if necessary. Additional weed control measures will be scheduled if demolition and/or construction is delayed. Past spring of 2019.</li> <li>In order to help control dust and debris during all phases of the project, and as a safety measure and courtesy to/for the neighborhood, downtown drivers, cyclists and pedestrians, the developer will install a securely tied down, typical construction type cover over the project fencing.</li> <li>We will recycle construction waste and debris, including recycling of the materials from the demolished building</li> </ul>



<p><b>* Impact 10:</b> Proposed Architecture and Urban Design of Lafayette West.</p>	<ul style="list-style-type: none"> <li>• Lafayette West was presented to the NAC board and community with specific design standards that the developer should uphold. Should the site design change representing the design standards being materially and substantially inconsistent with those design and architecture models presented by the developer in connection with the NAC Impacts Requests and Benefits, the developer shall seek the requested changes to be approved by the City of Detroit's Planning &amp; Development.</li> <li>• Specific site elements that should be considered are listed below:             <ol style="list-style-type: none"> <li>1. The developer will not include any interior ground level parking visible from the street. Any parking spaces that are at the ground level should have a residential/retail liner at the street front.</li> <li>2. Neighborhood amenities</li> <li>3. Architectural style compliments the historic neighborhood of Lafayette Park and maintains a balance of different architectural styles within the development.</li> <li>4. Materials stay consistent with proposed design intent.</li> <li>5. Maintain the urban streetscape while also providing complementary landscaping to the adjacent properties in Lafayette Park.</li> </ol> </li> </ul>
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\* Impact 10 was later added by the NAC during negotiations and amendments to the developer's response of the NAC's list of impact and request. Impact 10 is not listed in the NAC's Impact Report located in Section D.

**SECTION F.**  
**NAC LETTER OF SUPPORT**  
**FOR THE LAFAYETTE WEST**  
**COMMUNITY BENEFITS**  
**AGREEMENT(CBA)**

October 03 2018

Maurice Cox  
Director of Planning and Development  
City of Detroit  
2 Woodward, Suite 1100  
Detroit, MI 48226

**Re: Neighborhood Advisory Council Letter of Support for the Lafayette West Community Benefits Agreement**

Mr. Cox:

The Lafayette West Neighborhood Advisory Council (the "NAC") was established on Tuesday, July 24, 2018 for the purpose of participating in the Community Benefits Process, as required by the Detroit Community Benefits Ordinance (the "CBO"). As part of the Community Benefits Process, the NAC met with Ginosko Development Company, City staff, and members of the public to better understand Ginosko's proposed Lafayette West Development, hear community concerns, and ultimately provide a list of concerns to the development team.

Ginosko Development Company is proposing a master-planned 5.2 acre residential community integrated into Lafayette Park, located between Rivard Street and the Chrysler Service Drive, just North of Woodward Academy. Ginosko Development Company is anticipated to create three modern living alternatives, high-rise, lofts, and townhomes. Within Ginosko's Tier 1 Development Project (the "Project") will include both rental and ownership options for the residential use, amenity space, and parking.

The NAC actively engaged the public throughout this process to solicit community feedback about the Project via various Lafayette Park residential cooperatives, through email, and conversations and meetings with Lafayette Park residents. The purpose of this engagement was to develop an informed Community Benefits proposal that best represents our understanding of community needs. As a result, the Lafayette West Neighborhood Advisory Council provided the Community Impacts Report, entitled "LWNAC Impact Report - August 07, 2018" to Ginosko Development Company and the City of Detroit Administration on Thursday, August 09, 2018. This document was presented and reviewed with the public and Ginosko at the CBO Public Meeting #4, held on Thursday, August 09, 2018, from 5:30pm to 7:30pm at Horatio Williams Foundation, 1010 Antietam Avenue. The responses to the LWNAC Impact Report was presented by Ginosko Development Company and reviewed with the NAC and the public at the CBO Public Meeting #5, held on Tuesday August 21, 2018. During Meeting #5 the NAC decided not to hold a meeting #6 in order to negotiate language amendments for the responses to the LWNAC Impact Report with Ginosko Development Company. Through email and telephone conversations the NAC and Ginosko Development Company amended final language to the LWNAC Impact Report responses and came to a final agreement with the Lafayette West Community Benefits Proposal on October 03, 2018.

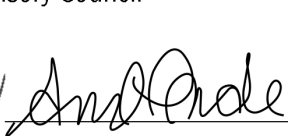
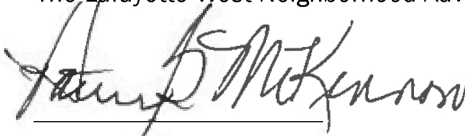
The NAC is pleased to offer this letter of support to confirm that the attached "Lafayette West Community Benefits Agreement: LWNAC Impact Report" document dated October 03, 2018

accurately reflects our understanding of the agreed upon community benefits to be included in the development agreement for the Lafayette West Development project.

The NAC welcomes Ginosko Development Company to Lafayette Park and looks forward to working with members of the City's administration and the Ginosko Development Company team to create a stronger community for all.

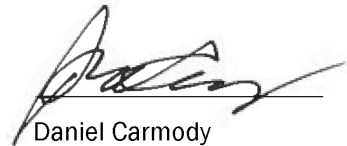
Sincerely,

The Lafayette West Neighborhood Advisory Council



Patrice McKinnon

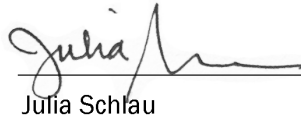
Andrea Pride



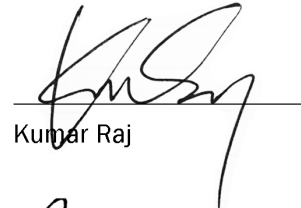
Daniel Carmody



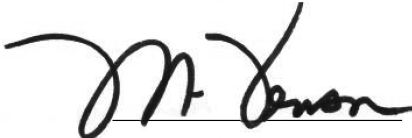
Bryan Boyer



Julia Schlau



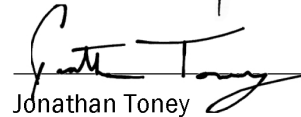
Kumar Raj



Margaretta Venson



Matthew Morin



Jonathan Toney

# SECTION G.

## APPENDICES

APPENDIX	DESCRIPTION	PAGE #
<b>01</b>	Community Benefits Ordinance, Detroit Legal News, Nov. 29, 2016	28
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<b>04</b>	Meeting Recaps	38

# **APPENDIX 01.**

## **COMMUNITY BENEFITS**

### **ORDINANCE NO. 35-16**



**NOTICE OF  
ENACTMENT OF ORDINANCE**

To: THE PEOPLE OF DETROIT,  
MICHIGAN.

Through an initiative submitted by City Council resolution, the people of the City of Detroit adopted the following ordinance at the November 8, 2016 General Election:

**ORDINANCE NO. 35-16**

**CHAPTER 14.**

**COMMUNITY DEVELOPMENT**

**ARTICLE XII.**

**COMMUNITY BENEFITS**

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

**Section 1.** Chapter 14 of the 1984 Detroit City Code, *Community Development*, is amended by adding Article XII, *Community Benefits*, which consists of Sections 14-12-1 through 14-12-5, to read as follows:

**CHAPTER 14.**

**COMMUNITY DEVELOPMENT**

**ARTICLE XII.**

**COMMUNITY BENEFITS**

**Sec. 14-12-1. Purpose; Title.**

(a) The City is committed to community outreach and engagement that promotes transparency and accountability and ensures development projects in the City of Detroit benefit and promote economic growth and prosperity for all residents.

(b) This article shall be known as the "Detroit Community Benefits Ordinance."

**Sec. 14-12-2. Definitions.**

*Community Benefits Provision* means the agreement made by and between the Planning Director and the Developer which specifically addresses the issues raised by the NAC.

*Enforcement Committee* means a committee led by the City's Corporation Counsel and composed of representatives from the Planning and Development Department, Law Department, Human Rights Department, and other relevant City departments as determined by the Planning Director.

*Impact Area* means an area determined by the Planning Director that includes all census tracts or census block groups in which the Tier 1 Project is located, and any other areas as determined by the Planning Director.

*NAC* means the Neighborhood Advisory Council.

*Planning Director* means the Director of the City of Detroit's Planning and Development Department, or a member of the Planning Director's staff working on behalf of the Planning Director.

*Tier 1 Development Project* means a development project in the City that is expected to incur the investment of Seventy-five Million Dollars (\$75,000,000) or more during the construction of facilities, or to begin or expand operations or renovate structures, where the developer of the project is negotiating public support for investment in one or both of the following forms:

(1) Any transfer to the developer of City-owned land parcels that have a cumulative market value of One Million Dollars (\$1,000,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates (where allowed by law); or

(2) Provision or approval by the City of tax abatements or other tax breaks that abate more than One Million Dollars (\$1,000,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

*Tier 2 Development Project* means a development project in the City that does not qualify as a Tier 1 Project and is expected to incur the investment of Three Million Dollars (\$3,000,000) or more, during the construction of facilities, or to begin or expand operations or renovate structures, where the Developer is negotiating public support for investment in one or both of the following forms:

(1) Land transfers that have a cumulative market value of Three Hundred Thousand Dollars (\$300,000) or more (as determined by the City Assessor or independent appraisal), without open bidding and priced below market rates; or

(2) Tax abatements that abate more than Three Hundred Thousand Dollars (\$300,000) of City taxes over the term of the abatement that inure directly to the Developer, but not including Neighborhood Enterprise Zone tax abatements.

**Sec. 14-12-3. Tier 1 Projects.**

(a) *Community Engagement Process for Public Meeting.*

(1) Prior to submitting to City Council a request for approval of Land transfers or Tax abatements related to a Tier 1 Project, the Planning Director shall hold at least one public meeting in the Impact Area as defined in this Section.

(2) The City Clerk shall forward notice of the public meeting via First Class Mail no less than 10 days before such meeting to all City of Detroit residents within three hundred radial feet of the Tier 1 Project. The notice shall include:

a. The time, date and location of the public meeting;

b. General information about the Tier 1 Project;

c. A description of the Impact Area and the location of the Tier 1 Project;

d. Information related to potential impacts of the Tier 1 Project and possible mitigation strategies; and

(3) In addition to the notice requirement contained in Subsection (2) of this section, the Planning Director shall work with the District Council Member or Members representing the district or districts where the Tier 1 Project is located and at least one At-large Council Member to ensure that local residents, businesses, and organizations, especially those located in the Impact Area and those expected to be directly impacted by the Tier 1 project are informed of the public meeting.

(4) At the public meeting, the Planning Director will present general information about the Tier 1 Project, discuss ways in which the Tier 1 Project is anticipated to impact the local community, and ways in which the Developer and the Planning Director plan to address or mitigate these impacts.

(5) City Council shall appoint a liaison from the Legislative Policy Division to monitor the community engagement process and provide updates to the City Council.

(6) The Planning Director shall provide notice to the liaison of all upcoming meetings and activities associated with the community engagement process related to the Tier 1 Project.

(b) *Neighborhood Advisory Council.*

(1) The Planning Director will accept nominations to the NAC from any person that resides in the Impact Area.

(2) All residents over the age of 18 that reside in the Impact Area are eligible for nomination.

(3) The NAC shall consist of nine members, selected as follows:

a. Two Members selected by residents of the Impact Area chosen from the resident nominated candidates;

b. Four Members selected by the Planning Director from the resident nominated candidates, with preference given to individuals the Planning Director expects to be directly impacted by the Tier 1 Project;

c. One Member selected by the Council Member in whose district contains the largest portion of the Impact Area from the resident nominated candidates; and

d. One Member selected by the At-Large Council Members from the resident nominated candidates.

(4) If the Planning Director receives less than nine nominations, the Planning Director may seek out additional nominations from individuals that live outside the Impact Area but within the City Council district or districts where the Tier 1 Project is located.

(5) All actions of the NAC may be taken with the consent of a majority of NAC members serving.

(c) *Engagement with Developer.*

(1) In addition to the meeting required in Subsection (a)(1) of this section, the Planning Director shall facilitate at least one meeting between the NAC and the Developer to allow the NAC to learn more details about the project and to provide an opportunity for the NAC to make Developer aware of concerns raised by the NAC.

(2) City Council by a 2/3 vote of members present or the Planning Director may facilitate additional meetings which the Developer, or the Developer's designee, shall participate in as directed.

(3) As part of community engagement the developer, or their designee, shall be required to meet as directed.

(d) *Community Benefits Report.*

(1) The Planning Director shall provide a Community Benefits Report to City Council regarding the Tier 1 Project prior to the request for any approvals related to the Tier 1 Project.

(2) The Community Benefits Report shall contain:

a. A detailed account of how notice was provided to organize the public meeting.

b. A list of the NAC members, and how they were selected.

c. An itemized list of the concerns raised by the NAC.

d. A method for addressing each of the concerns raised by the NAC, or why a particular concern will not be addressed.

(3) The Planning Director, where possible, shall provide a copy of the Community Benefits Report to the NAC prior to submission to City Council.

(4) To ensure an expeditious community engagement process, the Planning Director, where possible, shall submit the initial Community Benefits Report within six weeks from the date the notice is sent of the public meeting.

(5) The Planning Director shall work with City Council to assure that, to the maximum extent possible, all of the approvals required of City Council may be considered simultaneously and subject to one approval vote.

(6) The Planning Director shall work with other City departments to facilitate that Tier 1 Projects receive expedited City-required approvals.

*(e) Development Agreement.*

(1) All development agreements made between the Developer and the City related to the land transfers or tax abatements associated with a Tier 1 Project shall include the Community Benefits Provision, which shall include:

a. Enforcement mechanisms for failure to adhere to Community Benefits Provision, that may include but are not limited to, clawback of City-provided benefits, revocation of land transfers or land sales, debarment provisions and proportionate penalties and fees; and

b. The procedure for community members to report violations of the Community Benefits Provision to the NAC.

c. The length of time that Annual Compliance Reports as outlined in Subsection (f)(2) of this section, are required to be submitted.

d. Continued community engagement or community meeting requirements.

(2) The Developer shall not be required to enter into a legally binding agreement with any individual or organization other than the City for the express purpose of fulfilling the requirements of this ordinance or other City-mandated community engagement processes.

(3) The Developer may voluntarily enter into any contract or agreement related to the Tier 1 Project that does not pose a conflict of interest with the City.

*(f) Enforcement.*

(1) An Enforcement Committee shall be established to monitor Tier 1 projects.

a. The Enforcement Committee shall be comprised of, at minimum, the following four individuals:

i. Corporation Counsel for the City of Detroit; or their designee;

ii. a representative from the Planning and Development Department;

iii. a representative from the Law Department;

iv. a representative from the Human Rights Department.

b. In addition to the members of the Enforcement Committee as identified in Subsection (1)a of this section, the Planning Director may require that other departments participate in the Enforcement Committee as needed.

(2) The Enforcement Committee shall provide a biannual compliance report to the City Council and the NAC for the time period identified in the Community Benefits Provision.

(3) The Planning Director shall facilitate at least one meeting per calendar year between the NAC and the Developer to discuss the status of the Tier 1 Project for the time period identified in the Community Benefits Provision.

(4) The NAC shall review any allegations of violations of the Community Benefits Provision provided to it by the community, and may report violations to the Enforcement Committee in writing.

(5) Upon receipt of written notification of allegations of violation from the NAC, the Enforcement Committee shall investigate such allegations and shall present their written findings to the NAC based upon the following:

a. Whether the Developer is in compliance with the Community Benefits Provision; and

b. How the Community Benefits Provision will be enforced or how violations will be mitigated.

(6) The findings of the Enforcement Committee shall be presented to the NAC no later than 21 days from the date the violations were reported to the Enforcement Committee, unless the need for additional time is reported to City Council and the NAC within the original 21 day time frame.

(7) If the NAC disagrees with the findings of the Enforcement Committee or determines that the Enforcement Committee is not diligently pursuing the enforcement or mitigation steps outlined in its findings, the NAC may send notice to the Enforcement Committee, and the Enforcement Committee shall have 14 days from receipt of notice to respond to the concerns outlined.

(8) If the NAC is not satisfied with the Enforcement Committee's response, the NAC may petition the City Clerk and request that City Council schedule a hearing with opportunity for both the Enforcement Committee and the NAC to present information related to the alleged violations of the Community Benefits Provision and any enforcement or mitigation efforts that have occurred.

(9) If City Council elects to hold a hearing, or based upon the written information submitted, City Council shall determine whether the Enforcement Committee has made reasonable efforts to ensure that the Developer has complied with the Community Benefits Provision.

a. If City Council determines that the Enforcement Committee has made reasonable efforts, City Council shall notify the NAC and the Enforcement Committee of their findings.

b. If City Council finds that the Enforcement Committee has not made reasonable efforts, City Council shall make specific finding to the Enforcement Committee on the steps that need to be taken to comply with the Community Benefits Provision.

i. The Enforcement Committee shall provide City Council and the NAC monthly updates on compliance actions until City Council adopts a resolution declaring that the Developer is in compliance with the Community Benefits Provision or has taken adequate steps to mitigate violations.

ii. City Council may hold additional hearings related to enforcement of the Community Benefits Provision as needed.

**Sec. 14-12-4. Tier 2 Projects.**

(a) Developers shall:

(1) Partner with the City, and when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents consistent with State and Federal Law.

(2) Partner with the Planning Director to address and mitigate negative impact that the Tier 2 Project may have on the community and local residents.

(b) The Developer's commitment as identified in Subsection (a) of this section shall be included in the development agreements related to any land transfers or tax abatements associated with the Tier 2 Project for which the Developer seeks approval.

**Section 14-12-5. Exemptions.**

The requirements of this ordinance may be waived by resolution of the City Council upon submission by either the Planning Director or the Developer identifying reasons that the requirements of this ordinance are impractical or infeasible and identifying how the Developer will otherwise provide community benefits.

**Section 2.** All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

**Section 3.** This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

**Section 4.** The article added by this ordinance has been enacted as comprehensive local legislation. It is intended to be the sole and exclusive law regarding its subject matter, subject to provisions of state law.

(J.C.C. page ):

Passed:

Approved: November 8, 2016

Certified by the Board of

County Canvassers: November 22, 2016

Published: November 29, 2016

Effective: November 29, 2016

JANICE M. WINFREY

Detroit City Clerk

## **APPENDIX 02.**

# **LEGAL MEETING NOTICE**

## LEGAL MEETING NOTICE TO RESIDENTS LIVING WITHIN THE IMPACT AREA

### LAFAYETTE WEST COMMUNITY BENEFITS AGREEMENT MEETING

#### DATE & TIME:

##### **Kickoff Meeting/Overview**

Tuesday, July 3, 2018  
5:30pm – 7:30pm

##### **General Selection for NAC**

Tuesday, July 10, 2018  
5:30pm – 7:30pm

#### LOCATION:

Horatio Williams Foundation  
1010 Antietam Avenue  
Detroit, MI 48207

See attached map and flier  
for more information.

### General Project Information

Ginosko Development Company (GDC) is reaching out to the community to receive input on the Lafayette West Development, a proposed master-planned 5.2 acre community integrated into Lafayette Park. The project is located between Rivard Street and Chrysler Service Drive just North of Woodward Academy. GDC is anticipated to create 3 modern-living alternatives, high-rise, lofts, and townhomes; including rental and ownership options all located within walking distance to the Central Business District and neighborhood shopping.

The project is composed of,

#### 1. The High-Rise

- 114 luxury rental residences in a 12-story high-rise with units ranging from 600-1,100 SF; with attached enclosed parking

#### 2. The Lofts

- 200 urban rental lofts with units ranging from 450-900 SF; with enclosed parking

#### 3. The Townhomes

- 60 3-story custom built for-sale townhouses, carriage houses, and stacked flats with attached garages

#### 4. Parking:

- 490 cars (90% enclosed); including ample guest parking

#### 5. Amenities:

- Market leading amenity offering to assure long-term competitiveness and resident value proposition

***\*Unit counts are subject to change***



## Impact Area

The Impact Area, determined by the Planning & Development Department, is defined by I-375 on the West, Gratiot Avenue on the North, The Dequindre Cut Greenway on the East, and E. Lafayette Street on the South. This boundary is also defined by Census Tract 5170 (See attached Impact Area map). **Any resident over the age of 18 is eligible to be selected to serve on the Neighborhood Advisory Council, to be established per the recently passed Community Benefits Ordinance (ORDINANCE NO. 35-16).**

## Potential Impacts and Mitigation Strategies

The City of Detroit is aware of and acknowledges expressed community concerns related to this project in the following areas. Please bring any concerns to the conversation on the evening of July 3, 2018.

### A. Parking

- Residential parking for new residents
- On Street parking
- Visitor/guest parking

### B. Construction

- Noise and dust
- Street closures
- Pedestrian right of way closures (sidewalks)
- Construction equipment staging
- Construction hours

### C. Vehicular Traffic

- Site connectivity
- Traffic flow and density
- Vehicular public access through site





The City of Detroit invites you to attend...

# Lafayette West

## Community Benefits Agreement Meeting



Image provided by Ginosko Development Company

## COME JOIN US!

As part of the **community benefits ordinance** process the City of Detroit invites you to attend the kickoff meeting for the Lafayette West Development. **General selection of candidates for the Neighborhood Advisory Council (NAC) will occur at the second meeting, held at the Horatio Williams Foundation from 5:30 PM - 7:00 PM Tuesday, July 10, 2018.**

Ginosko Development Company (GDC) is reaching out to the community to receive input on the Lafayette West Development, a proposed master-planned 5.2 acre community integrated into Lafayette Park. The project is located between Rivard Street and Chrysler Service Drive just North of Woodward Academy. GDC is anticipated to create 3 modern-living alternatives, high-rise, lofts, and townhomes; including rental and ownership options all located within walking distance to the Central Business District and neighborhood shopping.

*With advance notice of seven calendar days, the City of Detroit will provide interpreter services at public meetings, including language translation and signage for the hearing impaired. Please contact the Planning and Development Department at (313) 224-1339 to schedule these services.*

## Tuesday July 3, 2018

### Horatio Williams Foundation

1010 Antietam Avenue  
Detroit, MI 48207

**5:30 PM - 7:30 PM**





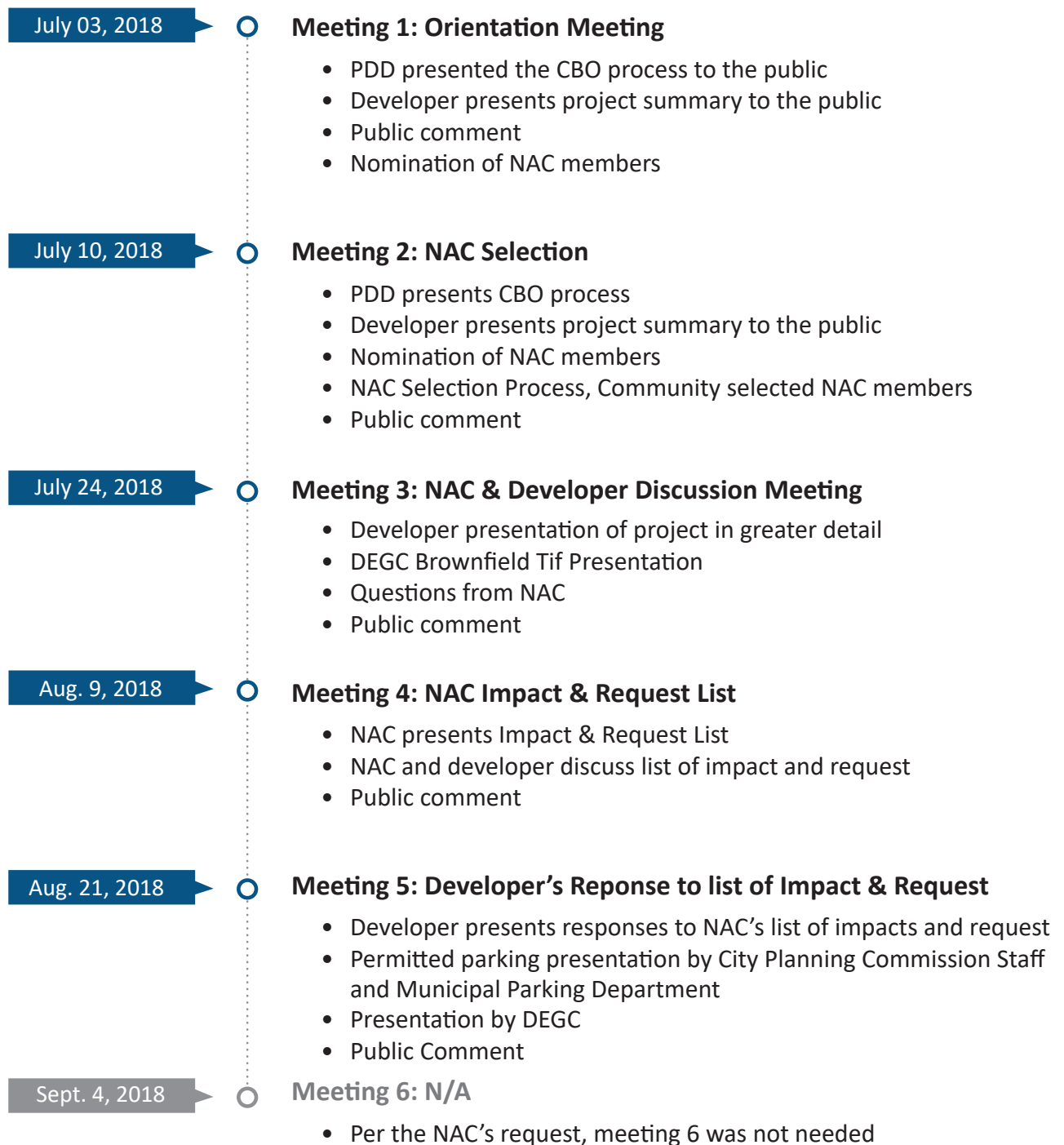




## **APPENDIX 03.**

# **NAC MEETING SCHEDULE**

## MEETING SCHEDULE



## **APPENDIX 04.**

# **MEETING RECAPS**



## MEETING 1 RECAP - JULY 03, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

### Meeting Agenda

- 5:30 - 5:45      Team Introduction**  
*Council Members and Staff*  
*Department of Neighborhoods*  
*Planning & Development*  
*Ginosko Development Company*
- 5:45 - 6:15      What is the CBO?**  
*CBO Overview*  
*Fast Facts*  
*When does the CBO apply to a project?*  
*Impact area*  
*Selection process overview*  
*Review of Schedule*
- 6:15 - 6:30      Q&A**
- 6:30 - 7:00      Project Overview**
- 7:00 - 7:15      Q+A**
- 7:15 - 7:30      First Round of NAC Nominations**

### Meeting Notes/Key Takeaways:

The first meeting of the Lafayette West CBO process was held at The Horatio Williams Foundation at 1010 Antietam Avenue. The meeting ran from 5:30 PM to 7:30 PM.

The purpose of Meeting 1 was to:

- 1) Introduce the City's Community Benefits Process;
  - 2) Allow the developer to present an overview of their project to the public;
  - 3) Hear from members in the community that may be interested in serving on the NAC;
  - 4) Hear initial questions and concerns from the community regarding The project.
- R. Steven Lewis from the Planning & Development Department (PDD) opened the meeting with introductions of the development team and staff.
  - Julio Cedano from PDD overviewed the CBO process, NAC selection and schedule, then introduced the development team.
  - Amin Irving from Ginosko Development Company presented an introduction to Lafayette West development.
  - The meeting was then opened to public comment.

## **MEETING 1 RECAP - JULY 03, 2018 cont.**

**5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue**

### ***Interest in serving on the NAC:***

Residents were asked to come forward if they were interested in serving on the Neighborhood Advisory Council (NAC). The requirements and responsibilities of the NAC were explained again.

The following residents expressed preliminary interest in serving on the NAC in Meeting 1:

- Daniel Carmody
- Andrea Pride
- Jordan Lindsey
- Paul R. Allen
- Cindy Anderson
- Bill Dickens
- Matt Morin
- Kumar Raj
- Julia Schlau
- Jonathan Toney

**----- Meeting adjourned at 7:30pm.**

## MEETING 2 RECAP - JULY 10, 2018

5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue

### Meeting Agenda

<b>5:30 - 6:00</b>	<b>Introduction and CBO Review</b> CBO Overview <i>Fast Facts</i> <i>When does a CBO apply to a project?</i> <i>Impact Area</i> <i>Selection Process Overview</i> Review of Schedule
<b>6:00 - 6:15</b>	<b>Q&amp;A</b>
<b>6:15 - 6:45</b>	<b>Project Overview</b>
<b>6:45 - 7:15</b>	<b>Second Round of NAC Nominations &amp; Selection Process</b>
<b>7:15 - 7:30</b>	<b>2 Community Selected NAC Nominees Announced</b>

### Meeting Notes/Key Takeaways:

The second meeting of the Lafayette West CBO process was held at Horatio Williams Foundation at 1010 Antietam Avenue and began at 5:30pm. Following a brief CBO and project overview, residents interested in serving on the NAC stood up again.

The purpose of Meeting 2 was to:

- 1) Allow the developers to present their project overview to the public.
- 2) Allow the community to ask more questions about the project.
- 3) Appoint the two community selected NAC members.

- Julio Cedano from PDD distributed voter cards before the meeting got started and verified that those receiving voting cards were residents of the impact area.
- Julio Cedano from PDD opened the meeting, reviewed the CBO process, and explained how the voting would take place.
- Impact area residents interested in serving on the NAC were asked to come to the front and give a 1 minute speech on their interest of serving on the NAC.
- After hearing from interested residents, attendees (residents of the impact area only) were then asked to submit their voter cards.
- Amin Irving from Ginosko Development Company presented an overview of Lafayette West while votes were populated.
- Julio Cedano tallied the votes and was observed by Council Staff (Barry Blackwell, Vicky Kovari), LPD (Jamie Murphy), and PDD staff (Steven Lewis).
- The meeting was opened to public comment while the votes were being tallied.
- The two community selected NAC members were announced.

## **MEETING 2 RECAP - JULY 10, 2018 cont.**

**5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue**

### ***Interest in serving on the NAC:***

For a second time in order to capture new attendees interest, residents were asked to come forward if they were interested in serving on the Neighborhood Advisory Council (NAC). The requirements and responsibilities of the NAC were explained again.

The following residents expressed preliminary interest in serving on the NAC in Meeting 2:

- Patrice McKinnon
- Bryan Boyer
- Debra Thomas
- Suzanne Schultz
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Jordan Lindsey
- Andrea Pride

### ***Concerns Raised by the Community:***

1. Demolition. What type, explosive or bulldozing?
2. Lighting and darkness levels
3. Safety and security of the development.
4. Parking and traffic.

### ***Community NAC Selections:***

- Patrice McKinnon
- Matt Morin

**----- Meeting adjourned at 7:30pm.**

## **MEETING 3 RECAP - JULY 24, 2018**

**5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue**

### **Meeting Agenda**

<b>5:30 - 5:45</b>	<b>NAC Introduction</b>
<b>5:45 - 6:15</b>	<b>DEGC - Transformational Brownfield Program Overview</b>
<b>6:15 - 6:30</b>	<b>Q&amp;A</b>
<b>6:30 - 7:00</b>	<b>Lafayette West Development Presentation</b>
<b>7:00 - 7:15</b>	<b>Questions from the NAC</b>
<b>7:15 - 7:30</b>	<b>Public Comment</b>

### **Meeting Notes/Key Takeaways:**

The purpose of Meeting 3 was to:

- 1) Allow the DEGC to review tax incentives and which incentives the developer requested.
- 2) Allow the NAC to continue gathering more information to create an impact list.
- 3) Hear additional community concerns.

Julio Cedano opened the meeting by going through the agenda and announcing the nine appointed NAC members. Each of the nine members introduced themselves to everyone in the room. Following introductions, Sarah Pavelko with the Detroit Economic Growth Corporation (DEGC) presented on DEGC's Transformational Brownfield Program (TBP).

The following questions/concerns were raised to Ginosko Development Company regarding their projects:

- Are the new private streets accessible to the public?
- Do the new streets align with the existing streets?
- Are streets gated?
- Will you be charging residents from Lafayette West Development for parking?
- What is the parking deficiency of the project?
- What is the project Unit Mix?
- Where will garbage pick up/ loading and unloading occur on the site?
- Is the parking deck directly connected to the abutting buildings?
- Will the demolition of the existing property be implosion or bulldozing?
- Have you considered re-using the existing windows of the current property to be demolished?

Amin Irving then presented the questions asked previously by the audience in greater detail.

## **MEETING 3 RECAP - JULY 24, 2018 cont.**

**5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue**

The following NAC Members were present in Meeting 3:

- Patrice McKinnon
- Bryan Boyer
- Daniel Carmody
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Margaretta Venson
- Kumar Raj

Andrea Pride was not able to attend meeting 3.

----- ***Meeting adjourned at 7:30pm.***



## **MEETING 4 RECAP - AUGUST 09, 2018**

**5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue**

### **Meeting Agenda**

- 5:30 - 5:45      Review of CBO Schedule**
- 5:45 - 6:45      NAC Presents Lafayette West Impacts and Request**
- 6:45 - 7:15      NAC and Developer Conversation**
- 7:15 - 7:30      Public Comment**

### **Meeting Notes/Key Takeaways:**

The purpose of Meeting 4 was to:

- 1) Allow the NAC to present their Impacts and request to the developer.
- 2) Allow the NAC and developer to have a open discussion about the request.
- 3) Hear additional community concerns.

### **NAC Concerns Raised:**

- Parking was the biggest and most vocally raised issue in meeting 4

The following NAC Members were present in Meeting 4:

- Patrice McKinnon
- Bryan Boyer
- Andrea Pride
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Margaretta Venson
- Kumar Raj

Daniel Carmody was not able to attend meeting 4.

**----- Meeting adjourned at 7:30pm.**

## **MEETING 5 RECAP - AUGUST 21, 2018**

**5:30pm-7:30pm @ The Horatio Williams Foundation, 1010 Antietam Avenue**

### **Meeting Agenda**

- 5:30 - 5:45      Review of CBO Schedule**
- 5:45 - 6:00      City Planning Commission staff and Municipal Parking Department staff present on permitted parking ordinance updates**
- 6:00 - 7:15      Developer Presents Responses to the NACs Impact and Request NAC and Developer Conversation**
- 7:15 - 7:30      Public Comment**

### **Meeting Notes/Key Takeaways:**

Amin Irving presented Ginosko's responses to the NACs Impacts and Requests. Amin Irving and NAC were involved in discussions and negotiations over language and changes to the developers responses. It was agreed by the NAC that a sixth meeting was not necessary but, that the NAC would work with the developer through email and other forms of communication to continue the language amendments to the responses made by the developer.

The purpose of Meeting 5 was to:

- 1) Allow the developer to present their responses to the Impacts and request made by the NAC.
- 2) Allow the NAC and developer to have a open discussion about the requests made.
- 3) Hear additional community concerns.

### **NAC Concerns Raised:**

- Each impact and request was discussd in great detail between the NAC and Amin Irving.
- A list serve was agreed between the NAC and developer as a form of future communication.
- Agreement of developer supporting neighborhood wide permitted parking with other residents.

The following NAC Members were present in Meeting 5:

- Patrice McKinnon
- Bryan Boyer
- Andrea Pride
- Jonathan Toney
- Julia Schlau
- Matt Morin
- Margaretta Venson
- Daniel Carmody

Kumar Raj was not able to attend meeting 5.

----- ***Meeting adjourned at 7:30pm.***