# LAFAYETTE WEST ANNUAL COMMUNITY BENEFITS UPDATE MEETING

### FEBRUARY 27, 2020



### **MEETING AGENDA**

- **1. WELCOME AND INTRODUCTION**
- 2. CBO MONITORING AND ENFORCEMENT
- 3. LAFAYETTE WEST DEVELOPMENT AND DESIGN UPDATES
- 4. COMMUNITY BENEFITS UPDATES
- 5. MDOT I-375 UPDATE
- 6. NAC QUESTIONS AND DISCUSSION
- 7. GENERAL Q & A





### **THANK YOU NEIGHBORHOOD ADVISORY COUNCIL!**

- Patrice McKinnon Elected by Impact Area Residents
- Matt Morin Elected by Impact Area Residents
- Margaretta Venson Appointed by Council President Brenda Jones
- Dan Carmody Appointed by At-Large Council Member Janeé Ayers
- Andrea Pride Appointed by Council President Pro-Tempore Mary Sheffield
- Julia Schlau Appointed by Planning & Development
- Bryan Boyer Appointed by Planning & Development
- Kumar Raj Appointed by Planning & Development
- Jonathan Toney Appointed by Planning & Development

### **CBO ENGAGEMENT PROCESS** WHAT WE HEARD FROM THE COMMUNITY



### **ONCE CBO MEETINGS ARE COMPLETED**

Finalized the Negotiated Benefits Package with the developer and the NAC within two weeks of the final meeting Development package submitted to City Council along with Community Benefits Report & Community Benefits Provisions signed by the developer

City Council Approved Incentives Request With Community Benefits Agreement – Effective April 16, 2019

Community Benefits reports is sent the NAC & posts to website Enforcement period; PDD hosts annual checkins with the NAC and developer

### **COMMUNITY BENEFITS PROVISION CONTENT**

#### Enforcement Mechanisms for the Community Benefits Provision

Ex. Claw-back of City-provided-benefits, revocation of land transfers or land sales, penalties and fees

#### List of Benefits That Developer has Agreed to Provide

Requirement for Developer to Submit Compliance Reports

#### Community Engagement Requirements

### **ONCE CBO MEETINGS ARE COMPLETED**

- The Planning and Development Department will facilitate at least one public meeting annually between the Developer and the NAC for the time period identified in the project's Community Benefits Provision – 2 years
- The Community Benefits Provision Agreement Remains in effect throughout the duration of the project
- City of Detroit's Civil Rights, Inclusion and Opportunity Department (CRIO) leads enforcement and monitoring



### ONCE CBO MEETINGS ARE COMPLETED

All documents and reports are posted on City of Detroit Website:

Detroitmi.gov/CBO



Where am I: Home > Planning and Development Department > Citywide Initiatives > Community Benefits Ordinance > Past CBO Engagement

### LAFAYETTE WEST



Aaron Goodman Manager - Community Benefits Ordinance (313) 224-3577 goodmana@detroitmi.gov

CONTACTS

 Planning and Development Department Coleman A. Young Municipal Center 2 Woodward Avenue - Suite 808 Detroit, MI 48226 (313) 224-1339, Fax: (313) 224-1310
 Monday - Friday 9:00 am -

DEPARTMENT MENU

5:00 pm

Documents

# COMMUNITY BENEFIT MONITORING BY CRIO

### FOR TIER 1 PROJECTS

An investment of Seventy-five Million Dollars (\$75,000,000) or more, and garnishes public support in the form of land transfers that have a cumulative market value of One Million Dollars (1,000,000) or more without open bidding and priced below market rates and/or tax breaks that abate more than One Million Dollars (1,000,000)

#### <u>SECTION 14-12-3(F)(2)</u> REQUIRES A BIANNUAL COMPLIANCE REPORT TO CITY COUNCIL AND THE NEIGHBORHOOD ADVISORY COUNCIL

**CRIO Produces the biannual Community Benefits Provision Report** 

### **CRIO BIANNUAL REPORT**

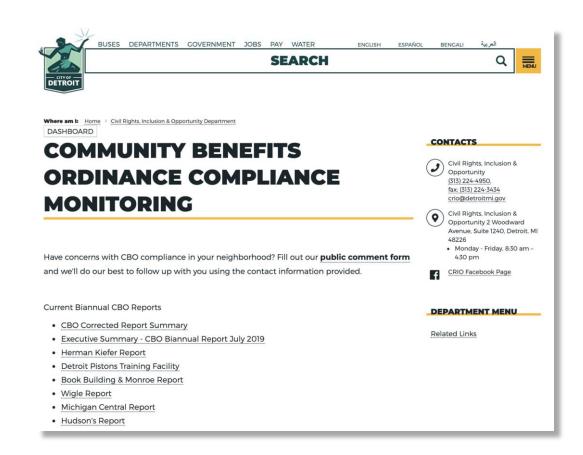
**Community Benefits Provision are the terms negotiated by the Neighborhood Advisory Council** 

**Completed** the commitment has been satisfied!!

- **On Track** the developer is taking the necessary steps to complete the commitment
- Off Track the developers has not fulfilled the commitment or has not meet deadlines
- **Not Started** the developer has taken no action
- Awaiting Reply the developer has not yet responded to a request for information

# Reports are produced twice a year for projects 6 months and older

#### Reports can be found at: <u>Bit.ly/cbocm</u>



### ENFORCEMENT

### SEND US YOUR COMMENT OR CONCERN

### bit.ly/CBOComment

- Reported violations are shared with the Enforcement Committee
- The Committee investigates all allegations
- The Committee's findings are presented in writing to the NAC

### CRIO DEPARTMENT CONTACT

Matthew J. Walker Incentives Compliance Manager walkermat@detroitmi.gov (313) 224-3423 (313)224-4950 detroitmi.gov/crio



## LAFAYETTE WEST DEVELOPMENT AND DESIGN UPDATES

Program Changes: Major Challenges to Date



# Environmental Review and Approval





Architecture and Design

# Lafayette West Program Changes: Highlights

<u>PR</u>	IVATE ROADS CREATED	DENSITY	
<u>Previous:</u> 1) Nicolet Pl. 2) Lafayette l	Plaisance	<u>Previous:</u> 322 Rental <u>51 For Sale</u> 373 TOTAL	<u>Current:</u> 245 Rental <u>80 For Sale</u> 325 TOTAL
<u>Previous:</u> Brick Glass Hardi Metal	FACADE MATERIALS Current: Brick Glass Hardi Metal Sustainable Wood	<u>TYPO</u> <u>Previous:</u> Townhomes Midrise Highrise Parking Deck	LOGIES <u>Current:</u> Midrise Parking Deck
PARKING RATIOSPrevious:Current:413 Spaces / 373 Units291 spaces / 325 Units(1.11 spaces per unit)(0.90 spaces per unit)\$111m (\$299.7k per unit)\$113m (\$348.6k per unit)			



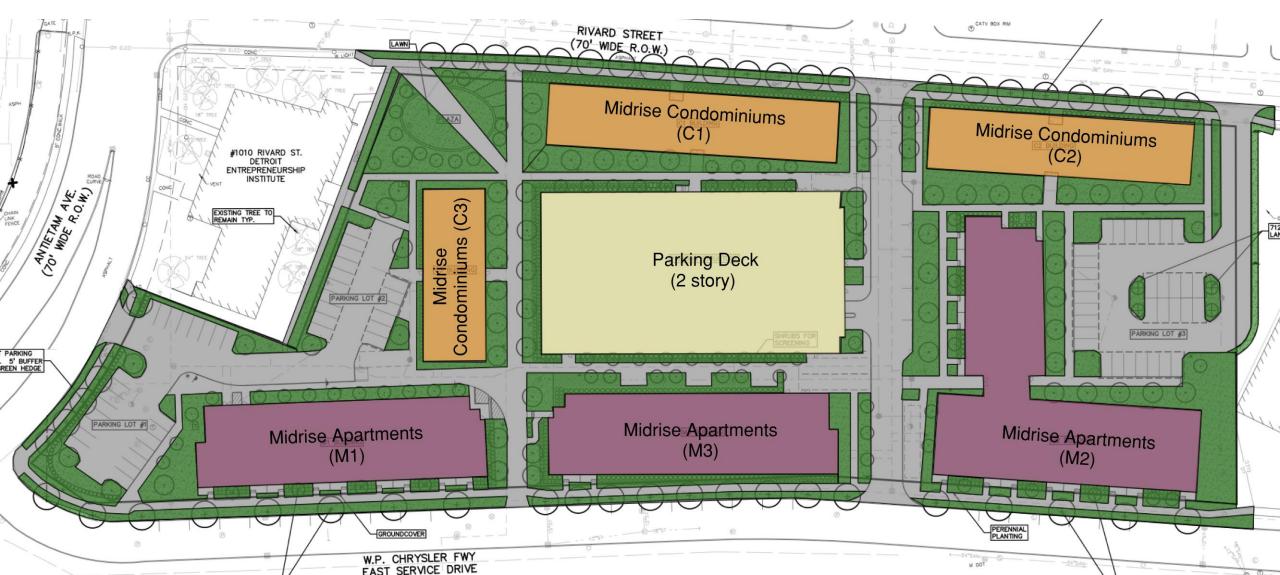
Old Site Plan





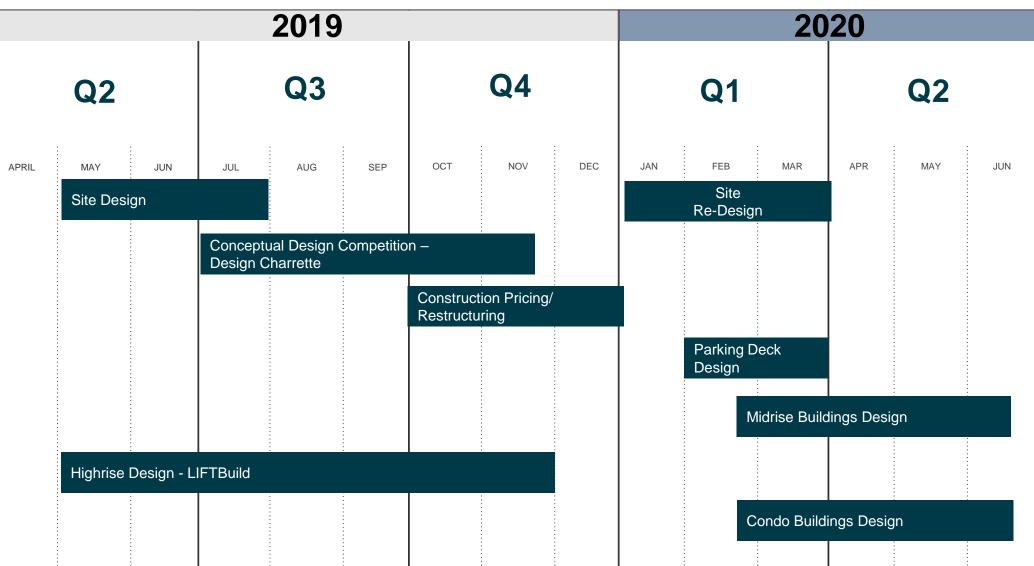
UPDATED Site Plan





Façade Design Competition Process





Façade Design Competition Results

Midrise Apartments (M1, M2 & M3)







**Project Process Flow Chart and Timeline** 





Project Process Construction Timeline





# G

# For More Information

Ginosko Development Contacts

- Amin Irving Owner and CEO <u>airving@ginosko.com</u>
- Nathan Keup VP of Development <u>nkeup@ginosko.com</u>

Sign up for email updates from Ginosko and find more project information at <a href="https://www.lwdetroit.com/">https://www.lwdetroit.com/</a>

# COMMUNITY BENEFITS PROVISION UPDATES



1.1	Construction Times	STATUS
1.1(1)	The standard construction schedule for the Project will be 7 a.m5 p.m. on weekdays, with Saturdays only being worked as necessary. These work hours include the waste haulers emptying construction dumpsters.	In Compliance
1.1(2)	Developer will comply with all local ordinances related to the Project	In Compliance
1.1(3)	<ul> <li>Developer will Provide at least 48 hour notice through the following sources for any work to be conducted on a Saturday ("Communication Sources"):</li> <li>a. a public website provided by Developer for the Project</li> <li>b. 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</li> <li>c. an email list-serv which will be made functional by the Developer and includes all email addresses provided by the NAC and the City for such email list-serv</li> </ul>	In Compliance



1.1	Construction Times (continued)	STATUS
1.1(4)	Developer does not guarantee that all major noise-making activities will occur after 9 a.m., but Developer will work with its construction partners to limit as much noise-making activities at the Project as possible after 9 a.m.	In Compliance
1.1(5)	Developer does not anticipate having work occur at the Project site during Sunday hours, however a 48 hour notice will be given by Developer through the Communication Sources for unique activities or unscheduled work as needed during Sunday hours	In Compliance
1.1(6)	Developer will not perform any disruptive/loud work on Sunday. Should work on Sunday become necessary, it will be restricted to low decibel activities	In Compliance
1.1(7)	Developer will not perform any construction work on Sundays when any scheduled Detroit Lions football game occurs	In Compliance
1.1(8)	If Sunday work hours are necessary, Developer commits to a maximum of 2 Saturdays per month	In Compliance



1.2 & 1.3	Park Improvements	STATUS
	Developer shall donate a total not to exceed of \$15,000 for tangible, visible improvements to Lafayette Plaisance Park and/or Chrysler Elementary School. Such donation will be coordinated between the Developer, the NAC and the intended receiving entity	Will Comply
	Per the NAC's recommendation, Developer will provide and install a placard or other acknowledgement at the place that the above referenced donated improvements are made recognizing Developer's contribution	With Comply



2	Development Standards	STATUS
2.1	<ul> <li>Developer will ensure that the Project is built with a minimum of:</li> <li>a. 1 car per dwelling parking ratio per rental unit, which are largely smaller studio and 1 bedroom units</li> <li>b. 1.5 cars per dwelling parking ratio per townhome</li> <li>c. 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>d. No parking ratios will rely on the on-street parking along Rivard or the Chrysler Service Drive</li> <li>e. Strive to meet an overall parking ratio greater than 1.25 cars per dwelling unit</li> </ul>	In Compliance per Sec 2.1 (i)
2.1(f)	Developer understands the concerns of crowded on-street parking nearby Lafayette West and that the City is currently working on updates to simplify the permitted parking ordinance. The City 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. Developer will ensure that the Project complies with any such updates to the ordinance.	Will Comply



2	Development Standards (continued)	STATUS
2.1(g)	Developer will support any petition related to designating the block faces along Rivard and the Chrysler Service Drive to be designated as a Residential Permit Parking Area	Will Comply
2.1(h)	Developer will enforce parking along the planned Nicolet and Lafayette Plaisance private streets within the Project.	Will Comply
2.1(i)	Since the Project is located within a half mile radius of high frequency transit corridors according to Sec. 61-14-24 of the Detroit Zoning Ordinance and is within certain bus routes, the Project qualifies for a 0.75:1 parking ratio for the multi-family rental dwellings to be constructed at the Project. To the extent that the total Project budget is increased by \$2 Million over the initial estimated Project budget of \$111.8 Million and as a last resort in mitigating construction costs, Developer may lower the above references parking ratios to accommodate Project feasibility, so long as Developer is compliant with the law and documentation to the NAC evidencing the construction costs increases and other attempts to defray those costs have been attempted by Developer. Notwithstanding anything to contrary contained herein, the parking ratio for the Project shall not fall below 0.75 cars per dwelling unit for the entire project.	In Compliance



3	Traffic and Road Closure Impacts	STATUS
3.1	Developer will not, at any time, cause the total closure of Rivard unless such a closure is required for utility connections related to the Project. In the event a total lane closure of Rivard is necessary, Developer will do everything possible to minimize any potential disruption, including scheduling and paying for overtime work.	In Compliance
3.2	Developer may request temporary and/or partial lane closures of Rivard and/or the Chrysler Service Drive from time to time to address curb cuts, tie-ins and ancillary work parallel to such rights-of-way.	Will Comply
3.3	All traffic disruptions directly caused by the Project will be communicated by Developer through the Communication Sources in advance or as early as known by Developer	Will Comply
3.4	All appropriate signage, barricades and safety measures for all traffic disruptions directly caused by the Project will be implemented by Developer according to Applicable Laws.	Will Comply
3.5	All lane closures required for the Project must be included in a Traffic Management Plan that is approved by the City's Traffic and Engineering staff prior to any such lane closures occurring	Will Comply



4.1 & 4.2	Contractor Provisions	STATUS
	Developer will ensure that its contractor, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any and all activities related to the Project	In Compliance
4-B	Developer and its affiliates that are associated with the Project, including Lafayette Class A Partners, LLC, will be named as additional insureds on all professional liability insurance policies of contractors, subcontractors, suppliers and professionals working on the Project	In Compliance
4-C	For informational purposed only, Developer shall provide a copy to the NAC through the Communication Sources of the insurance certificates and riders for all the insurance that is required by this Section of the Provision. If deemed necessary by the NAC, the NAC may also forward such documents to the Mies Cooperative's attorney for informational review	In Compliance
4-C	Developer will ensure all required insurance remains active through the entire demotion and construction periods of the Project	In Compliance
4-D	Any claims made against any such insurance will follow the evaluation process carried out by the insurer's claims departments	In Compliance



4.3	Window Cleaning	STATUS
4.3	For properties located within the Project's Impact Area (as defined in the CBO Report) that desire to participate, Developer will pay for up to 50% of the costs for two (2) regularly scheduled window cleanings( one following demolition and one after construction completion), condition upon the following:	In Compliance
4.3 (a)	A participant must provide the Developer with written confirmation of the frequency of current window cleanings at participant's property over the year prior	Complete
4.3 (b)	A participant must provide the Developer with actual invoices from prior window cleanings over the year prior so that Developer may confirm the costs associated with the window cleanings of the respective participant's property	In Compliance



5	Environmental	STATUS
5.1	Developer shall cause any and all hazardous materials identified at the Project site, from prior reports or otherwise, to be safely and properly removed from the Project site by qualified, licensed and insured contractors practicing under the standard of care required of environmental professionals in the state of Michigan	In Compliance
5.2	Given past asbestos abatement and the planned activities, risk to adjoining and nearby residents for exposure to asbestos and hazardous materials will be mitigated by Developer before demolition	Completed
5.3	Developer will post any and all environmental and demolition related reports to the Communication Sources and provide separate copies to the NAC	In Compliance
5.4	Developer will hire AKT Peerless to provide oversight for all Project related demolition activities to ensure compliance with all environmental regulations and Applicable Laws. Such oversight and all inspections made by AKT Peerless will be made in addition to and regardless of any inspections required by the City in Applicable Laws	In Compliance
5.5	Developer will develop a fugitive dust control plan in alignment with current environmental safety regulations and Applicable Laws for demolition and implement perimeter air monitoring for lead and cadmium dust. Such fugitive dust control plan, which includes dust suppression, should be outlined in writing by the Developer and submitted to the NAC for information purposed only. Such fugitive dust control plan shall require that a particulate matter monitor be used and demolition stopped if elevated particulate matter is detected during extreme wind or weather events. All demolition related activities for the Project will proceed in accordance with NESHAP. All demo contractors working on the Project will use wetting to suppress dust in accordance with Applicable Laws.	In Compliance



5	Environmental (continued)	STATUS
	Due to that portion of the Project formerly referred to as Shapero Hall, its former use as a pharmacy teaching facility and the verified building and soil contamination mentioned given in Developer's Brownfield TIF application, Developer shall adhere to the following special pre-demolition notification(s) 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:	
5.6	a. Developer shall document and post on the Communication Sources the specific date/time of all demolition activity for the Project	Complete
	b. Developer shall post the fugitive dust control plan on the Communication Sources	
5.7	Environmental conditions and the results of environmental monitoring associated with this Impact 5 will be communicated by Developer thru the Communication Sources, as well as through a direct mailer from Developer to all addresses provided by the City that were used to notify Lafayette Park Residents of the CBO Process. For clarification, if someone stops working on the Project as a result of an environmental health concern, everyone in the Impact Area shall be directly notified by Developer.	Complete
	Developer acknowledges that the NAC believes that:	
	a. The risk the demolition activity presents potential adverse effects to the public health due to lead-contaminated dust and asbestos	
5.8	b. Children and seniors are particularly vulnerable to the above potential adverse effects	Complete
	c. Measures residents can take to mitigate their exposure to harmful contaminants associated with the demolition include: (1) making sure their windows and doors are closed during and immediately after demolition and (2) making sure children are inside or temporarily relocated to a hotel or family member's house.	



6	Pest Control	STATUS
6.1	In order to ensure the health and safety of the surrounding neighborhood, Developer will complete a full pest and vermin control mitigation program of the Project site prior to demolition using the most updated industry standard. Developer shall cause rodent and vermin mitigation to be conducted during the mobilization, demolition, construction, and demobilization periods of the Project	In Compliance
6.2	Developer shall provide a communication hotline that can be used by residents to report any vermin or rodent activity in the Project and/or Impact Area. Such activity will be addressed expeditiously by Developer	Complete
6.3	Developer will monitor and ensure that all required sanitation control methods are employed at the Project work site during all phases of the Project	In Compliance



7	Pre-construction maintenance	STATUS
7.1	Developer will provide proper temporary fencing at the Project that provides both flexibility and security for the construction activities occurring at the Project	Complete
7.2	Developer will continuously monitor the development fencing for intrusions and forcible entry and repair any such areas as soon as possible to prevent trespassing and occupancy of the Project site or vacant buildings therein by trespassers	In Compliance
7.3	Developer will consider providing barricades at standard entrances of the Project or prevent cross-traffic or event parking on site	Complete
7.4	Developer will work diligently to demolish the buildings at the Project site by the end of 2018	Complete
7.5	Developer will provide security at the project site. Developer has hired Signal 88 Security to provide such security, including overnight roving patrols	Complete
7.6	Developer will work with Signal 88 and/or other qualified security team to implement a construction-period security program. This may include the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols	Complete
7.7	Developer will work with its management agent, Village Green, to develop a post construction security program using the most efficient and effective security measures.	Will Comply



7	Pre-construction maintenance (continued)	STATUS
7.8	Prior to the start of construction of the Project and provided all City permits have been secured and that all laws are followed, Developer may have event parking and tailgate parking at the Project site for events conditioned upon the following:	In Compliance
	a. debris and trash will be removed by Developer immediately following the event	
	b. the perimeter will be secured by closing/locking gates following the event	
	c. all profits from event parking will be donated by Developer to the Horatio Williams Foundation	

#### Lafayette West

Community Benefits Provision Updates



8	Lighting	STATUS
8.1	Developer will provide lighting at the Project sufficient to maintain safely lit pedestrian and vehicular areas at night	Not Started
8.2	Developer shall provide that all lighting at the Project be carefully considered and shielded as necessary to: (1) reduce glare, light trespass into neighbors' homes and beyond property lines and (2) reduce light pollution in the night sky. Developer will use best efforts to ensure that such lighting is Dark Sky Compliant	Not Started
8.3	Developer will maintain light levels that are appropriate to a typical residential neighborhood to ensure comfort and safety at night for all	Not Started

#### Lafayette West

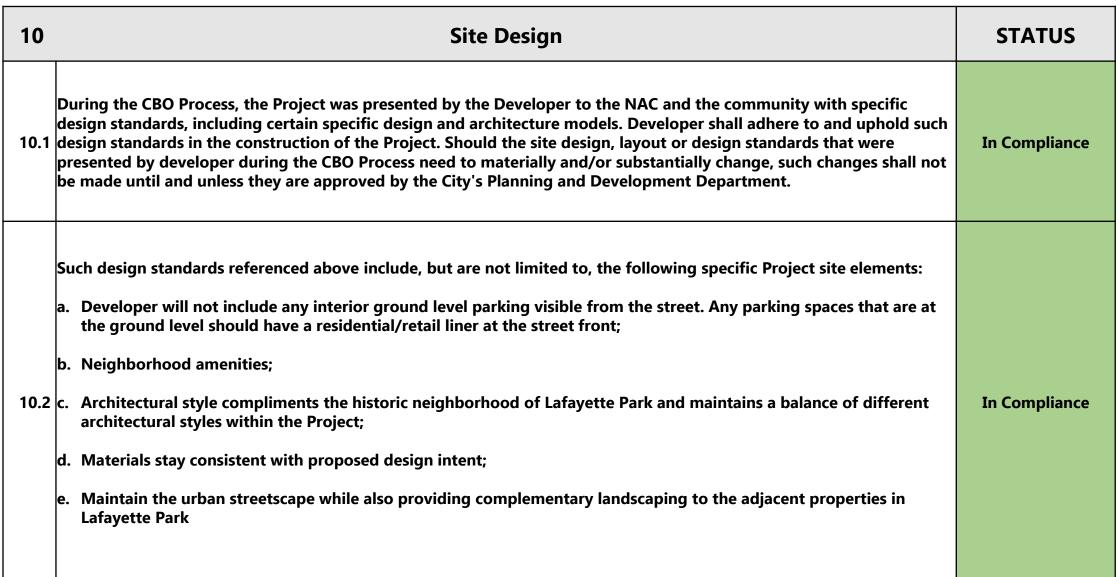
Community Benefits Provision Updates



9	Property Maintenance	STATUS
9.1	Developer will provide and install rodent-resistant trash cans along Rivard as soon as possible and maintain the through the construction period of the Project	Will Comply
9.2	Developer will incorporate rodent-resistant trash cans into our landscape and streetscape improvement plans for the Project	Will Comply
9.3	Developer will maintain acceptable and appropriate sanitary standards related to controlling and disposing of trash, garbage and recyclables at the Project	Will Comply
9.4	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, Developer will schedule one weed trimming to ground level by mid-October 2018 and a second before demolition some time in 2019, if necessary. Additional weed control measures will be provided by Developer in the event that demolition and/or construction continues past the Spring of 2019	Complete
9.5	In order to help control dust and debris during all phases of the Project and as a safety measure and courtesy to/for the surrounding neighborhood, downtown drivers, cyclists and pedestrians, Developer will install a securely tied down, typical construction-type cover over the fencing at the Project	Will Comply
9.6	To the extent that waste and debris can be recycled and such recycling is not otherwise cost prohibitive, Developer will make best efforts to recycle construction waste and debris, including recycling of the materials from the demolished building	Will Comply

#### Lafayette West

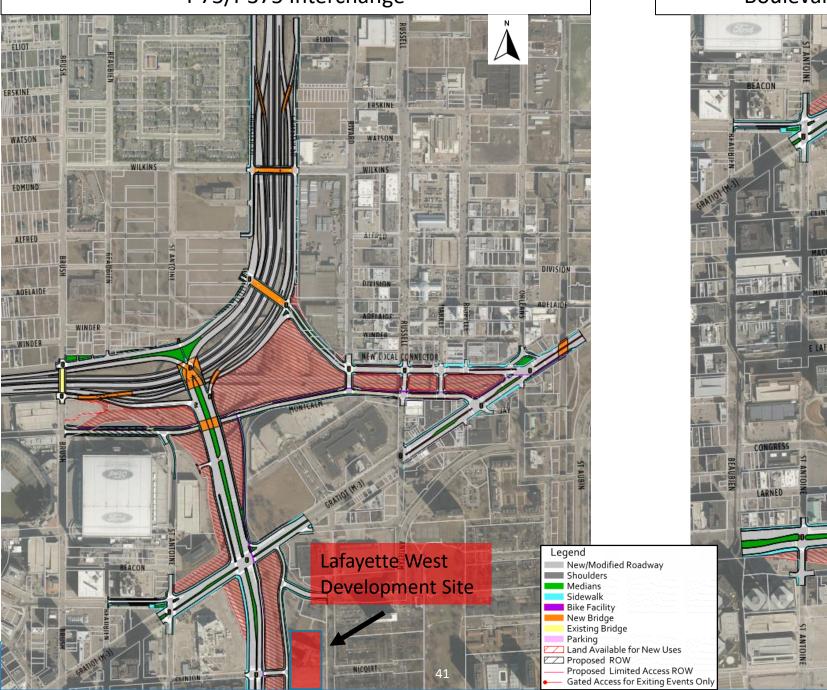
Community Benefits Provision Updates – Site Design



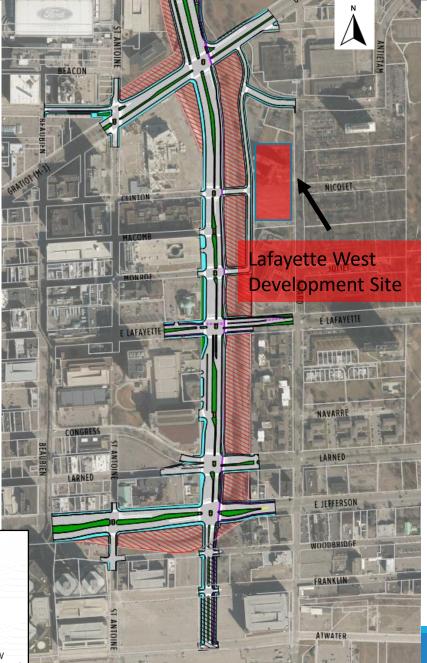


MDOT 1-375 Project Update

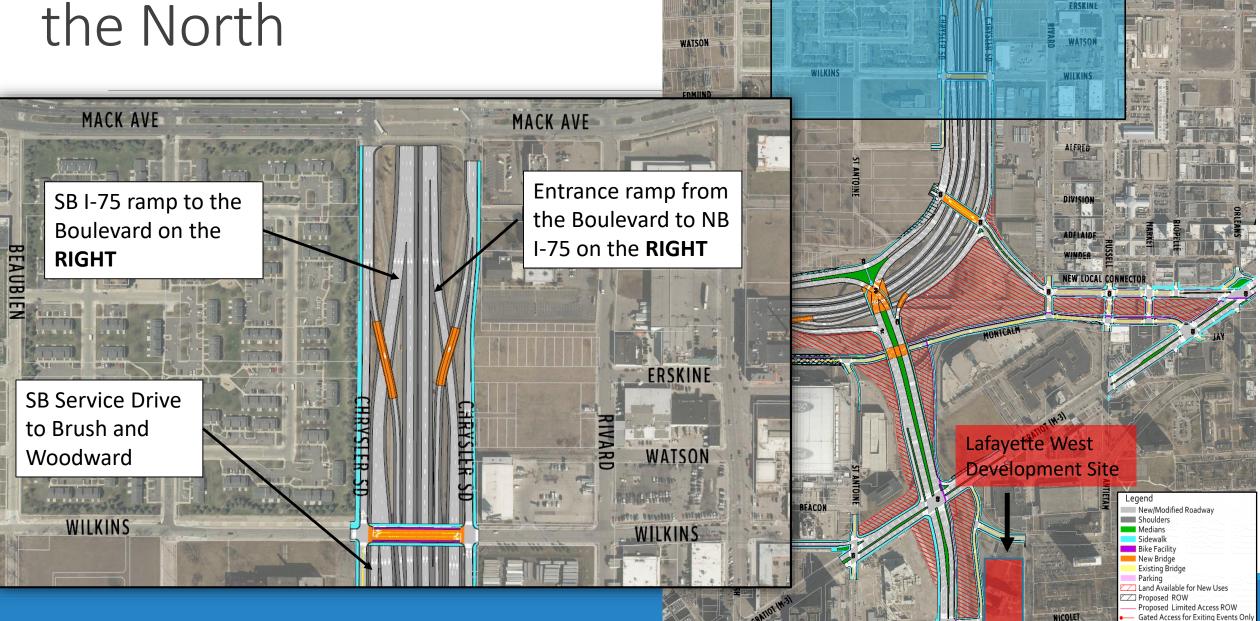
I-75/I-375 Interchange



#### Boulevard with Direct Left Turns



# I-75 Connections to the North



Gated Access for Exiting Events Only

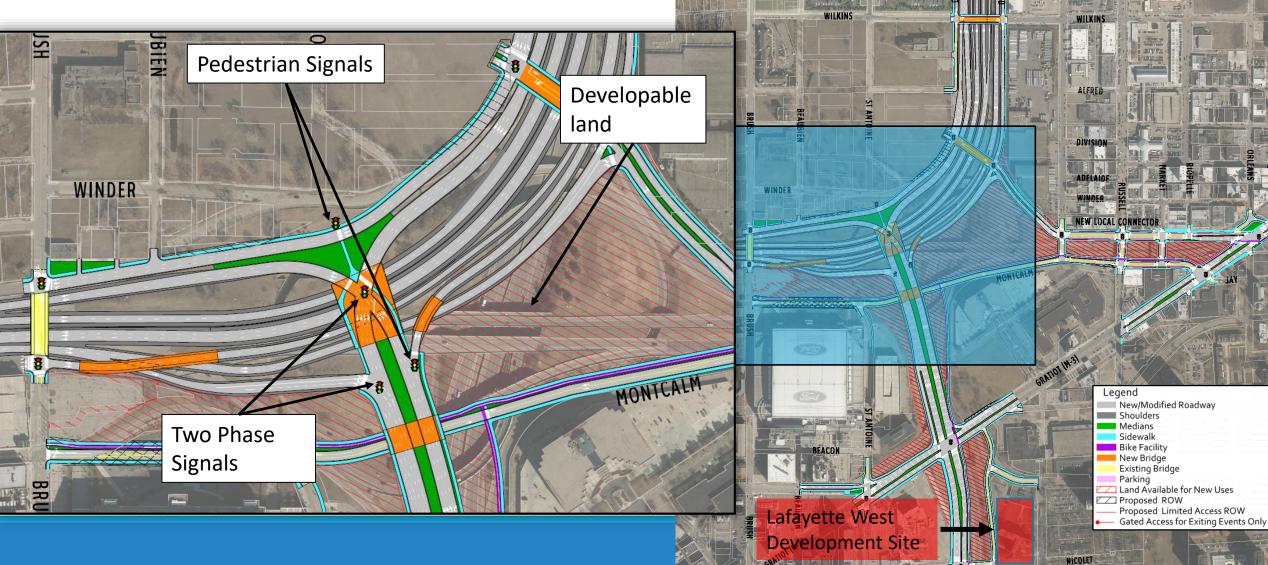
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ERSKIN

# Eastern Market / Gratiot Connection



# Boulevard and Service Drive



ELIOT

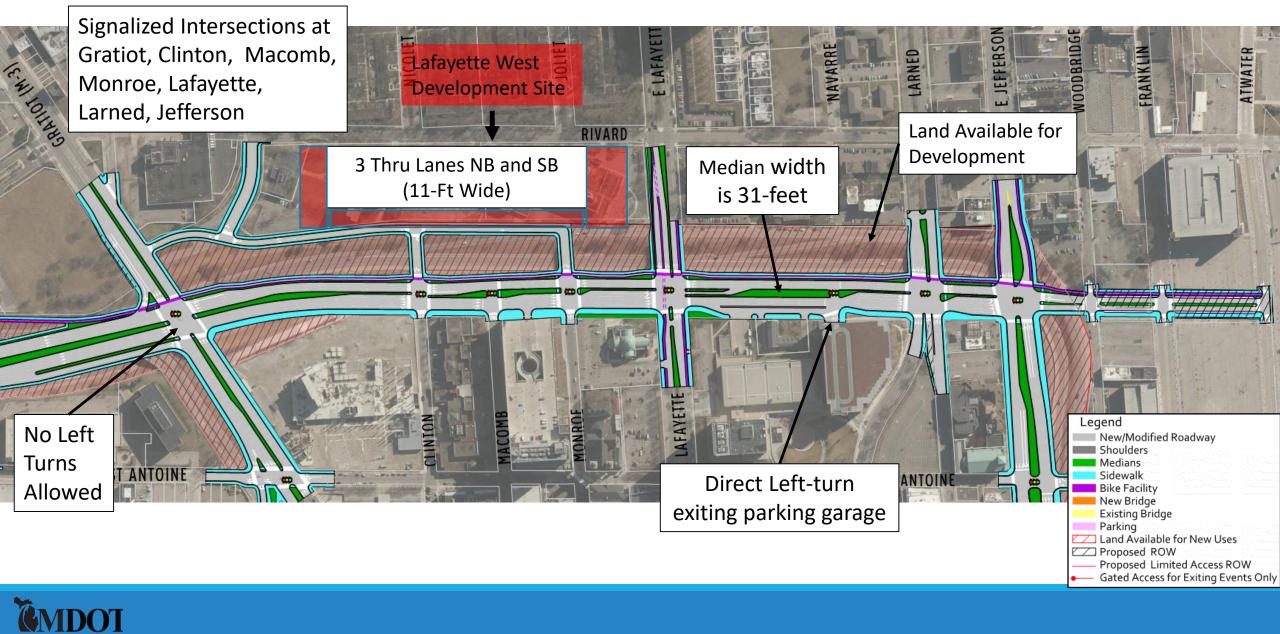
FRSKINE

WATSON

ERSKINE

# Boulevard with Direct Left Turns





## For more information...

Visit the website at: <u>https://www.michigan.gov/i375study</u>

Provide comments/questions to: MDOT-I-375Corridor@michigan.gov

MDOT Project Contact Person:

Jon Loree, Project Manager

Michigan Department of Transportation

LoreeJ@Michigan.gov

Phone: (313) 967-5420

### NAC Questions & Discussion





## General Q & A

