

8.10 Insurance Market Availability.

The parties acknowledge and understand that the availability of certain insurance coverages at reasonable prices is subject to market conditions prevalent at the time such coverage is being sought. In that regard, the parties agree that the aforementioned specific requirements for types of insurance and limits of liability are subject to the market availability of such insurances in such amounts at reasonable prices. In the event certain such insurance coverages or limits of liability become unavailable at reasonable prices, the aforementioned specific requirements for insurance coverages will continue in effect until Olympia and the City can, by mutual good faith negotiations, arrive at mutually agreeable specific requirements for insurance coverages.

8.11 Insurance Requirements.

The insurance policies required by this Article 8 shall be provided by such insurers which have an A.M. Best rating of at least A-, and are qualified to write the respective insurance in the State of Michigan. Such policies shall also be in such form and include such provisions (including without limitation and where applicable, a waiver of subrogation clause), as are generally considered standard provisions for the type of insurance involved, shall prohibit cancellation or substantial modification by the insurer without at least 30 days written notice to the City and any other person designated by the City and Olympia and require all notices for renewal to be sent to all insured parties. All of the foregoing insurance shall name the City, the Detroit Building Authority, Olympia and such other persons as Olympia may determine necessary as parties insured thereunder as their respective interests may appear. The insurance policies shall be held by Olympia but certificates evidencing that Olympia has obtained the insurance required hereunder shall be delivered to the City. All costs and expenses of obtaining and maintaining insurance as required by this Article shall be paid by Olympia.

8.12 Damage to the Riverfront Arena.

(a) Unless otherwise required by the insurer, in the event of any loss or damage to the Riverfront Arena covered by insurance, the proceeds of all insurance shall be deposited into a joint account of the City and Olympia at a bank in Detroit acceptable to both the City and Olympia. Subject to the terms and conditions of this Lease, Olympia shall arrange for any temporary Repairs as well as the permanent repair and restoration of the Riverfront Arena from such loss, and the funds shall be disbursed by Olympia from the account established herein as the work progresses subject to the written objection of the City, which objection shall not be unreasonable and which shall be

waived if not provided within fourteen (14) days from Olympia's proposed approval and/or proposed payment of said repairs and restoration.

(b) In the event that any insurance proceeds remain after completion of such repairs, restoration and reconstruction, such excess funds shall be returned to the City.

(c) In the event that the insurance proceeds are insufficient to pay the cost of all permanent repairs, restoration and reconstruction, City may propose certain modifications to the Riverfront Arena for the purpose of reducing the cost of such repairs, which may only be made subject to the approval of Olympia, which shall not be unreasonably withheld. In any event, none of Olympia, the Red Wings or the City shall be required to provide any additional funds in excess of the available insurance proceeds in order to repair and restore the Riverfront Arena to substantially the same condition as it existed immediately prior to the loss or damage.

(d) Notwithstanding the foregoing, if any loss or damage to the Riverfront Arena referred to in this Section 8.12 cannot be repaired within ninety (90) days after the date of such loss or damage and such loss or damage interferes with Olympia's use and occupancy of the Riverfront Arena, then Olympia shall, at its option, have the right to terminate this Lease on thirty (30) days' written notice to the City and Olympia shall: (i) pay or assign to the City all sums recoverable under policies of insurance maintained by Olympia, if any, which cover the Riverfront Arena; and (ii) pay to the City any charges which are payable by Olympia under this Lease for the period up to and including the termination date, with due regard for Olympia's right to abate any payments or other charges due under this Lease with respect to the period from and after said termination date. In the event such termination is exercised by Olympia, Olympia shall not be liable on account of such termination and none of Olympia, the Red Wings or the City shall have any further rights or obligations under the Lease accruing from and after the date of such termination.

ARTICLE 9. EMINENT DOMAIN

If the whole or part of the Riverfront Arena is taken for a public purpose under the power of eminent domain or is voluntarily conveyed for a public purpose for which it might be so taken or is taken in a condemnation proceeding, such that the Riverfront Arena cannot, as reasonably determined by Olympia or the Red Wings, as the case may be, be used for the presentation, staging, promotion, co-promotion, or the like of various sports, entertainment and other events, then this Lease may be terminated by Olympia

without liability on account of such termination and none of Olympia, the Red Wings or the City shall have any further rights or obligations under the Lease accruing from and after the date of such termination. In the event of any eminent domain by the City or any agencies, affiliates or departments thereof, or any other condemning authority or entity, including that which results in the termination of this Lease by Olympia as aforesaid, Olympia and the Red Wings shall each be entitled to seek and retain any and all damages, awards and/or relief available to Olympia and/or the Red Wings under Laws and/or in equity arising out of or in connection with such eminent domain.

In the event of a taking of all or part of the Riverfront Arena for temporary use, the immediately preceding provision shall continue to apply and Olympia and the Red Wings shall be entitled to file and prosecute any claim against the condemnor for damages and to recover the same, for any negligent use, waste or injury to Riverfront Arena throughout the balance of the term of this Lease. The amount of damages so recovered shall be the property of and be retained by Olympia and/or the Red Wings, as the case may be.

ARTICLE 10.

MAINTENANCE AND REPAIRS

10.1 Duty to Maintain and Repair.

(a) Except as shall otherwise be the obligation of the City under this Lease, and subject to the terms and conditions of this Lease, during the Term, Olympia, at its cost and expense (except as otherwise provided in this Lease) is responsible for the Maintenance and Repairs to the Riverfront Arena, so as to maintain the Riverfront Arena in at least the Existing Condition, reasonable wear and tear excepted. To the extent that Capital Items are necessary, as determined in good faith by mutual agreement of Olympia and the City, the cost of such Capital Items shall be allocated between Olympia and the City as determined in good faith by mutual agreement of Olympia and the City; provided, however, in the event that Olympia and the City are unable to agree upon the allocation of the cost for such Capital Items within ninety (90) days (or such shorter period as may be required in the event of an emergency) after either party has been notified by the other party of the need for such Capital Items, then either party shall have the option to terminate this Lease by at least thirty (30) days' prior written notice to the other party to that effect (provided, however, the City shall have no right to terminate this Lease unless such Capital Items constitute Catastrophic Capital Items), in which event, none of Olympia, the Red Wings or the City shall have any further rights or obligations under this Lease accruing from and after the date of such termina-

tion. In the event that Olympia and the City are unable to agree upon the allocation of the cost of Capital Items within said 90-day period and neither party elects to terminate this Lease, then neither party shall have any obligation to make or pay for such Capital Items. Nothing contained herein shall be interpreted to mean that any Repairs or Maintenance to any portion of Riverfront Arena which become damaged by third parties or by fire or other casualty, shall be included in Olympia's Repair obligations.

(b) Notwithstanding anything contained in this Lease to the contrary, to the extent that any Maintenance or Repairs are necessitated by reason of any City Event and/or any negligence or willful misconduct of the City or its agents, contractors or employees, the cost of such Maintenance or Repairs shall be at Olympia's option after notice to the City, either (i) promptly performed by the City in a good and workmanlike manner or (ii) performed by Olympia and reimbursed for the actual and out-of-pocket costs thereof by the City within thirty (30) days after Olympia's written notice therefor (except to the extent covered by the proceeds of any property insurance maintained by Olympia). Olympia shall have the right upon written notice to the City to set-off and/or reduce the payment of any Rent to the City by an amount equal to the actual and out-of-pocket costs incurred by Olympia for said Maintenance and/or Repairs. Olympia shall cause all Maintenance and Repairs required to be performed by Olympia under this Article 10 to be performed promptly and diligently, and in a good and workmanlike manner.

(c) Olympia shall promptly notify the City (orally first, then by written notice if written notice is not practicable) whenever Olympia knows of or discovers any material damage to, or destruction of any part of Riverfront Arena that is the responsibility of the City to repair and/or restore under the terms and conditions of this Lease.

10.2 Easements.

During the Term of this Lease, the City acknowledges and agrees that Olympia shall have the non-exclusive right to use the Easements for their intended purposes. During the Term of this Lease, Olympia shall assume the obligations of the City with respect to the Easements, including, without limitation, the direct payment to the Cobo Authority of all separately metered charges for the provision of chilled water to the Riverfront Arena in accordance with the terms and conditions of Exhibit M to the Cobo Lease. Notwithstanding the foregoing, the City, at its expense, hereby agrees to enforce the Easements, including, without limitation, the enforcement of any third parties' obligations thereunder.

10.3 City's Right of Inspection.

The City shall be entitled to inspect the Riverfront Arena not more frequently than on a monthly basis, upon ten (10) days' prior notice to Olympia for the purpose of ensuring compliance with Laws and the terms of this Lease.

Notwithstanding the foregoing, however, nothing herein contained shall limit or affect the right and duty of the City or any of its departments or agencies to carry out any inspections which would normally be required of any similar facility in the City of Detroit in enforcing any lawful codes, health regulations or any other lawful ordinance, law or regulation affecting the public health, safety and welfare. Likewise, nothing herein contained shall limit or affect the right and duty of the City or any of its departments or agencies to request or demand that any Maintenance be performed by Olympia if such request or demand is made pursuant to any lawful codes, health regulations, or any other lawful ordinance, law or regulation affecting the public health, safety or welfare.

10.4 Surrender of Riverfront Arena.

(a) At the expiration or earlier termination of the Term, Olympia shall surrender the Riverfront Arena in at least the Existing Condition, excepting reasonable wear and tear, damage by casualty and repairs and replacements which are the obligation of the City under this Lease (including, without limitation, as set forth in Section 8.12 above), together with any Improvements which Olympia is not permitted to remove and/or relocate hereunder.

(b) All of the Olympia Property shall remain the sole property of Olympia. Upon the expiration or earlier termination of this Lease, notwithstanding anything contained herein to the contrary, Olympia shall have the right to remove all Olympia Property from the Riverfront Arena. All damage to the Riverfront Arena occasioned by such removal shall be promptly repaired by Olympia at its expense.

ARTICLE 11.

CITY'S RIGHTS TO USE RIVERFRONT ARENA

During the Term, the City will have the following rights regarding the use of the Riverfront Arena:

11.1 Suites.

The City reserves for itself, and Olympia will provide to the City, without payment of fees or any other consideration therefore, the use of Suite #21 within the Riverfront Arena and tickets for all seats in such suite, which suite, in no event, shall include less than twelve (12) seats, for all events in the Riverfront Arena to the same extent as such tickets are provided to all suite holders at Riverfront Arena.

11.2 Intentionally Omitted.

11.3 City Events.

Subject to the unavailability of the

Riverfront Arena due to any scheduled events or any other use reserved to Olympia or the Red Wings by this Lease, the City shall have the right to use certain areas approved by Olympia within the Riverfront Arena for City Events. During any such City use of the Riverfront Arena for a City Event, the City will be required to obtain and provide a certificate of commercial public liability insurance in accordance with the terms, conditions of the public liability insurance required under Section 8.2 of this Lease (or a certificate of self-insurance in form reasonably acceptable to Olympia), covering City's use, management and operation of any City Event at the Riverfront Arena, which insurance shall name Olympia as an additional insured thereon. The City shall notify Olympia at least ninety (90) days in advance of any City Event (or such shorter period of time as is mutually agreed upon by Olympia and the City), which notice will allow Olympia to reach a good faith estimate of managerial and operational costs that may be incurred as a result of such City Event, including, without limitation, the cost of any utilities attributable to such City Event and coordinate with Olympia in the scheduling of all such events so as not to interfere with Olympia's rights and duties under this Lease. Within thirty (30) days after receipt of such notice Olympia may preempt the right of the City to use the Riverfront Arena for a City Event upon advising the City that it reasonably believes that the proposed City Event will adversely affect the integrity of the Playing Surface, or that the proposed City Event cannot be held due to a conflict with a previously scheduled event or use of the Riverfront Arena or with the preparation or cleanup of the Riverfront Arena for such events, or that the event is for a purpose not permitted by this Lease. The failure by Olympia to so notify the City shall be deemed an affirmative statement by Olympia that it reasonably believes that the proposed City Event will not harm the integrity of the Playing Surface, that no such scheduling or other conflict exists, and that the event is for a purpose permitted by this Lease. If Olympia does not so notify the City, within thirty (30) business days after receipt of the notice from the City provided for in this Section, Olympia shall provide the City with a good faith estimate of managerial, operational, maintenance, utility and any other costs which will be incurred by Olympia as a result of any City Event.

ARTICLE 12.

IMPROVEMENTS

12.1 Improvements.

Subject to the terms and conditions of this Lease, Olympia may, but shall not be obligated to, make Improvements to the Riverfront Arena, subject to the prior consent of City, which shall not be reasonably

withheld, conditioned or delayed; provided, City consent shall not be required with respect to any of the Pre-Approved Capital Items. Any such Improvements shall be performed in a first class workmanlike manner. If plans and specifications are necessary or customarily prepared in the making of the Improvements to Riverfront Arena, Olympia shall cause such plans and specifications to be prepared and will furnish copies thereof to the City prior to the commencement of the Improvements. Olympia further agrees that before the commencement of Improvements to Riverfront Arena, it will file such plans and specifications and obtain all required approvals from the appropriate governmental authorities. The originals of all such approvals, authorizations, permits and consents of governmental authorities shall be delivered to and retained by Olympia, but shall be available to the City for inspection upon request. Any consents by the City shall not operate or be construed as a consent by the City for the purpose of consenting to the filing of any lien or making any charge of any kind whatsoever against the City. All Improvements shall be done subject to and in accordance with all Laws. Olympia shall procure and maintain such bonds and other forms of indemnification, if any, as the City may reasonably require in connection with the Improvements to Riverfront Arena.

ARTICLE 13.

COMPLIANCE WITH LAWS

13.1 Governmental Regulations.

Olympia shall, at Olympia's sole cost and expense, comply with all Laws now in force, or which may hereafter be in force, pertaining to Olympia's use of the Riverfront Arena, and shall faithfully observe in its use of the Riverfront Arena all Laws now in force or which may hereafter be in force.

13.2 Union Negotiations; City Employees.

Olympia, as lessee, shall have the exclusive rights to hire all the persons and employees to work for it in the operation and management of the Riverfront Arena. In addition, Olympia shall have the exclusive right to conduct all negotiations with whatever unions have or may have jurisdiction over the Riverfront Arena or which are involved in the Riverfront Arena throughout the entire Term of the Lease. Notwithstanding anything contained herein to the contrary, Olympia shall have no obligation to employ any City employees in the Riverfront Arena.

13.3 Human Rights.

Olympia shall comply with the lawful rules and procedures applicable to private contractors and enforced by the Human Rights Department pursuant to the 2012 City of Detroit Charter and the Detroit City Code and the State of Michigan.

13.4 City Ordinances and Executive Orders.

During the Term of this Lease, Olympia agrees to comply with all lawful Executive Orders, Ordinances and other municipal requirements of the City (collectively, "**Orders**"); provided, however, Olympia shall not be required to comply with any of the Orders which have been determined to be unlawful or have been terminated, and the obligation of Olympia to comply (or require compliance with) the Orders shall be notified to the extent that the Orders are terminated or are amended or modified to provide less stringent requirements.

13.5 Certain Contracts.

Olympia shall have the exclusive right to negotiate with any vendors or purveyors to the Riverfront Arena, which it shall choose in its absolute discretion, and to enter into contracts for services or goods for the Riverfront Arena. Furthermore, and without limiting the foregoing, Olympia shall have absolute and complete control over, and the sole and exclusive rights to, all ticket services, providing of sound equipment and services, providing of janitorial services and concessions, concessionaires and concession sales of any type or form whatsoever, in the Riverfront Arena. Olympia shall require that all contractors hired by Olympia or the Red Wings in connection with the Riverfront Arena comply with the provisions of this Article 13 and maintain adequate and sufficient insurance coverage.

13.6 Affirmative Action.

Olympia agrees, during the Term of this Lease, to comply with all federal, state and local laws relative to fair employment practices and agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, sexual orientation, gender expression or identity, race, creed, color, national origin, veteran or military status, disability or physical limitation unrelated to the job or employment to be performed.

ARTICLE 14.

OTHER OBLIGATIONS OF THE CITY

14.1 Traffic Control Plans; Access.

The City shall during the Term of this Lease use reasonable efforts to maintain (or cause to be maintained) the ingress and egress and traffic patterns to Riverfront Arena and the Parking Facility existing on the Effective Date unless otherwise mutually agreed in writing by Olympia and the City (or its successor), including, without limitation, the mutually agreed upon drop off and pick up areas for shuttles, buses, taxis and limousines. The City shall use its reasonable efforts at all times during the Term of this Lease to assure reasonable access to events taking place at Riverfront Arena by patrons attending said events. Notwithstanding

anything contained in this Lease to the contrary, Olympia shall in no event be entitled to any money damages by reason of any City Default under terms and conditions of this Section 14.1.

14.2 Police Services.

The City shall fulfill its public duty to provide normal City of Detroit police services for all events taking place at the Riverfront Arena and any special City of Detroit police services, which are reasonably requested by Olympia for events taking place at the Riverfront Arena beyond the normal City of Detroit services provided to the extent Olympia deems such additional police services necessary for the safety and well-being of the attendees of the Riverfront Arena. As compensation for such additional police services, commencing on the Effective Date and continuing through the remainder of the Term (including any Extension Terms) of this Lease, Olympia shall make semi-annual payments of \$50,000 each (for a total of \$100,000 per annum) to the City (each, a **"Security Payment,"** and collectively, the **"Security Payments"**), with all Security Payments being payable at the same time as Olympia pays Rent under this Lease (with Security Payments for any partial year being prorated on a per diem basis); provided, however, if the total of the Security Payments paid by Olympia during the Initial Term of this Lease is less than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the **"Initial Security Payments"**), then the entire balance of the Initial Security Payments (*i.e.*, the amount by which \$250,000 exceeds the Security Payments actually paid by Olympia during the Initial Term) shall be paid by Olympia to the City within thirty (30) days after the expiration or earlier termination of the Initial Term. It is the express intent of the parties that no provision of this Lease be deemed a waiver of the City's governmental immunity for tort liability. Notwithstanding anything contained in this Lease to the contrary, Olympia shall in no event be entitled to any money damages by reason of any City Default under terms and conditions of this Section 14.2.

ARTICLE 15.

RELOCATION OF TEAM

15.1 **Relocation of Team.** The Red Wings shall, from and after the Effective Date and until the expiration or earlier termination of the Term, and subject to the provisions of Article 2 of this Lease, play all of its Games (including, without limitation, Games of Stanley Cup Finals) for each NHL Season at Riverfront Arena, except for any exhibition and pre-season Games and any Red Wings training camp and any outdoor games scheduled by the NHL; provided, however, if the Riverfront Arena is rendered unusable in whole or in any material part, then for such period,

Olympia and the Red Wings shall be entitled to make arrangements for an alternate site for the Games. In the event of an Olympia Default under this Article 15, Olympia and Red Wings acknowledge that the City will be irreparably harmed by the relocation of the Team to a location other than Riverfront Arena during the Term of the Lease. Accordingly, Olympia and Red Wings agree that:

(a) Except during any period of untenability or temporary taking, the Red Wings shall not apply to the NHL for approval to allow the Team to play any regular or post-season NHL Game scheduled to be played by the Red Wings at home at any time during the Term anywhere other than in Riverfront Arena. Notwithstanding anything in the Lease to the contrary, the City acknowledges and agrees that (i) exhibition and pre-season Games, (ii) Games which the NHL occasionally requests or requires to be played at other locations including, but not limited to, Ann Arbor, Michigan, and (iii) the Red Wings training camps are permitted to be played and conducted at locations other than the Riverfront Arena, as determined by Olympia and/or the Red Wings and/or the NHL;

(b) Olympia and Red Wings shall not enter into any contract or agreement of any kind to transfer the Red Wings' franchise which allows the Team to play any regular or post season Game scheduled to be played by the Red Wings at home at any time during the Term anywhere other than Riverfront Arena without the prior written consent of the City;

(c) Olympia and Red Wings shall not make a formal application to the NHL for approval to transfer the Red Wings' franchise which allows the Team to play any regular or post season Game scheduled to be played by the Red Wings at home at any time during the Term anywhere other than Riverfront Arena without the prior written consent of the City.

Notwithstanding anything contained in this Lease to the contrary, in the event of an Olympia Default of this Article 15, the City's sole remedy shall be to (i) enjoin any violation of by the Red Wings or Olympia, as the case may be, under this Article 15 or any part thereof or compel performance by Olympia or the Red Wings of its duties under this Article 15 by specific performance or mandatory injunction and (ii) if the City prevails in any such action for injunctive relief and/or specific performance, the recovery of City's actual reasonable attorneys' fees and costs incurred by the City in such action, and, except for such attorneys' fees and costs, the City shall in no event be entitled to seek and recover from Olympia and/or the Red Wings any other damages, expenses and/or costs arising from and related to such Olympia Default,

including, without limitation, actual, direct, indirect, incidental, consequential or punitive damages, expenses and/or costs as the City has knowingly waived the right to seek and recover any and all such damages, expenses and/or costs. The parties acknowledge that there is no adequate remedy at law and injunction is the sole remedy of the City in the event of any Olympia Default under this Article 15.

ARTICLE 16.

INTENTIONALLY OMITTED

ARTICLE 17.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF CITY

17.1 Quiet Enjoyment.

The City covenants that so long as there is no Olympia Default under this Lease, Olympia shall peaceably and quietly hold and enjoy the Riverfront Arena for the tenancy created hereby and any renewals thereof, without hindrance or interference by the City or any other person or persons lawfully or equitably claiming by, through or under the City, subject nevertheless to the terms and conditions of this Lease and Laws.

17.2 Authority to Enter Lease and Assign Easements.

The City hereby represents to Olympia that (a) the City has the right, title and authority to sublease the Riverfront Arena to Olympia and grant to Olympia the non-exclusive right to use the Easements, without the consent for any other parties, all upon the terms and conditions set forth in this Lease; (b) no Bankruptcy Court approval is required in connection with this Lease; and (c) this Lease shall be fully binding on the City upon execution of this Lease.

17.3 No Conflicting Obligations.

The City hereby represents to Olympia that, to the best of the City's knowledge, both the City and the Detroit Building Authority are under no duty, obligation, commitment, contract or agreement of whatsoever nature, including but not limited to, any such duty, obligation, commitment, contract or agreement contained in any of the documents connected with (i) the bond financing of the Riverfront Arena and the Parking Facility or (ii) the bond financing and the defeasance of existing bond financing of the existing City of Detroit parking system, that in any way is in conflict with the duties, terms, provisions, obligations, commitments, agreements, representations, warranties and covenants of the City contained in this Lease.

17.4 No Defaults.

To the best of City's knowledge, the execution, delivery and performance of this Lease (a) does not violate or result in a violation of, contravene or conflict with, or constitute a default under: (i) any agreement, document or instrument to which the City is a party or by which the

City's assets may be bound or affected, including, without limitation, the DBA Lease, or (ii) any law, statute, ordinance or regulation applicable to the City, and (b) does not result in the creation or imposition of any lien or other encumbrance upon the assets of City.

17.5 DBA Lease.

The City represents to Olympia and the Red Wings that, unless the City's acquires of fee simple title to the Riverfront Arena from the Detroit Building Authority (in which event this Lease shall automatically become a direct lease between the City and Olympia), subject to applicable Laws, (i) the DBA Lease is in full force and effect and shall continue in full force and effect during the Term of this Lease, (ii) the City shall timely perform all of its obligations under the DBA Lease; (iii) neither the City nor the Detroit Building Authority is or shall be in default under the DBA Lease, and (iv) the City shall not terminate the DBA Lease without the prior written consent of Olympia.

ARTICLE 18.

REPRESENTATIONS, WARRANTIES AND COVENANTS OLYMPIA AND THE RED WINGS

18.1 Olympia's Authority to Execute Lease.

Olympia hereby represents to the City that its representative who has executed this Lease is fully authorized on behalf of Olympia to execute this Lease, and that all corporate and shareholder actions necessary to approve this document have been or will be taken by Olympia and that upon execution of this Lease it shall be fully binding upon Olympia.

18.2 Red Wings' Authority to Execute Lease.

Red Wings hereby represents to the City that (a) it is a Team in the NHL, (b) its representative who has executed this Lease is fully authorized on behalf of Red Wings to execute this Lease for the sole purpose of consenting to this Article 15, (c) all corporate and shareholder actions necessary to approve such limited execution by the Red Wings have been or will be taken and (d) upon execution of this Lease by Red Wings, it shall be binding upon and inure to the benefit of Red Wings as relates to Article 15 only.

18.3 Right to Operate Riverfront Arena.

Effective as of the Commencement Date, the City acknowledges that, during the Term of this Lease and any renewals thereof, Olympia, its successors or assigns, will have the exclusive right (but not the obligation) to promote, co-promote, book, manage, act as agent for or be a part of the promoting of events in the Riverfront Arena as Olympia may choose in its sole discretion.

18.4 No Defaults or Conflicting Obligations.

To the best of its knowledge, Olympia and the Red Wings each represent and warrant to the City that the execution, delivery and performance of this Lease (a) does not violate or result in a violation of, contravene or conflict with, or constitute a default under: (i) any agreement, document or instrument to which it is a party or by its' assets may be bound or affected, or (ii) any Laws applicable to Olympia or the Red Wings, as the case may be, and (b) does not result in the creation or imposition of any lien or other encumbrance upon the assets of Olympia or the Red Wings, as the case may be.

ARTICLE 19. MISCELLANEOUS

19.1 Liquor Licenses for Riverfront Arena.

The City acknowledges that Olympia has obtained liquor licenses from the Michigan Liquor Control Commission to sell all forms of liquor on the premises of the Riverfront Arena, which liquor licenses are the sole and exclusive property of Olympia and the City has no rights or interest therein. Notwithstanding the expiration or earlier termination of this Lease, Olympia shall retain the liquor licenses and may, in its sole discretion, assign or otherwise transfer such liquor licenses to any other locations, subject to the approval of the Michigan Liquor Control Commission, to the extent permitted by Laws.

19.2 Applicable Law and Binding Effect.

This Lease shall be construed, interpreted and governed in all respects by the laws of the State of Michigan and shall be binding upon the parties hereto and all lawful successors and assigns.

19.3 Alteration of Lease.

No alteration, amendment, change of or addition to this Lease shall be binding on the City or Olympia unless reduced to writing and signed by a duly authorized representative of each of them.

19.4 Notices.

Any payment, notice, demand, request or other instrument which may be or are required to be made or given under this Lease shall be delivered in person or sent by United States registered mail, return receipt requested, with postage prepaid thereon, and addressed:

if to the City, at:

Mayor of the City of Detroit
2 Woodward Ave., Suite 1100
Detroit, Michigan 48226

with a copy to:

Corporation Counsel
2 Woodward Ave., Suite 500
Detroit, Michigan 48226

if to Olympia at:

Olympia Entertainment, Inc.
2211 Woodward Avenue
Detroit, Michigan 48201

if to Red Wings, at:

Detroit Red Wings, Inc.
c/o Olympia Entertainment, Inc.
2211 Woodward Avenue
Detroit, Michigan 48201

with a copy to:

Timothy A. Stoecker
Dickinson Wright, PLLC
200 Ottawa N.W., Suite 1000
Grand Rapids, Michigan 49503

or at the last known address or such other addresses as the City, Olympia, or the Red Wings shall designate by written notice to the other parties.

19.5 Captions and Section Numbers.

The captions, section numbers and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or necessarily adequately describe the scope or intent of such sections or articles of this Lease or in any way affect this Lease.

19.6 Partial Invalidity.

Should any portion of this Lease be deemed contrary to Law, such portion shall be deemed severable. In the event that any portions of this Lease should be invalid under applicable existing Law, then such portions are to be modified in the letter and spirit of this Lease to the extent permitted by Law so as to be rendered valid. Any portions of this Lease which are invalid under applicable Law shall not render this Lease or any other part hereof invalid, but such invalid portions shall be inapplicable until the parties hereto have made appropriate changes in accordance with Law to achieve the spirit of the invalid provision.

19.7 Cumulative Remedies.

It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and, except as otherwise expressly provided in this Lease, shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

19.8 Subletting.

Anything herein contained to the contrary notwithstanding, Olympia shall, in its sole discretion, and in the ordinary course of Olympia's or the Red Wings' business, have the right to license, sublet or otherwise permit the occupancy of areas within the Riverfront Arena, including, without limitation, any sub-sublease to the Red Wings and any agreements in connection with any cell phone enhancement equipment installed at the Riverfront Arena; provided, however, no such license, sublease or occupancy agreement shall be contrary to the provisions of Act 31 of the Michigan Public Acts of 1948, as amended, and, provided further, any such license, sublease or occupancy agreement shall in no event materially increase the obligations of the City under this

Lease. Notwithstanding the foregoing, except with respect to (a) any sub-lease or other occupancy agreement between Olympia and the Red Wings, (b) any transfer to any parent, subsidiary or entity which is affiliated with Olympia, or the Red Wings, or (c) any sale of the Team by Olympia, Olympia shall not assign this Lease or sublet of all or substantially all of the Riverfront Arena to any unrelated third party without the prior written consent of the City (which consent shall not be unreasonably withheld, conditioned or delayed). In the event Olympia so licenses, sublets, or permits such occupancy, Olympia shall remain liable under the terms and conditions of this Lease until the expiration of this Lease or any renewals thereof.

19.9 Waiver.

No waiver by either party hereto of any breach of any obligation contained in this Lease nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any such obligation shall be considered to be a waiver of such obligation with respect to any subsequent breach thereof. No provision of this Lease shall be deemed waived by either party unless such waiver shall be made in writing and executed by both parties hereto.

19.10 Utilities.

Except as otherwise expressly provided in this Lease, including, without limitation, under Section 11.3 hereof, it shall be the obligation of Olympia to procure and pay the cost of all utilities utilized at the Riverfront Arena.

19.11 Operation of Olympia's Business.

Subject to the terms and conditions of this Lease, including, but not limited to Section 19.8, Olympia may permit its business or any part thereof to be operated in the Riverfront Arena by a licensee, subtenant or the like, including, without limitation, the Red Wings, but such operation shall in no manner relieve Olympia of any of its obligations and liabilities hereunder.

19.12 Recitals: Exhibits.

The Recitals of this Lease and the Exhibits attached hereto are fully incorporated into this Lease and are to be construed as an integral part of this Lease.

19.13 Entire Agreement.

This Lease, the Mutual Waiver and Release Agreement and the New Parking Agreement constitutes the entire agreement of the parties hereto, and any and all prior negotiations, representations or agreements by or between the parties, whether written or oral, which pertain to the subjects covered herein, are contained herein.

19.14 Counterparts.

This Lease may be executed in counterparts, each of which may be deemed

an original, and all of such counterparts together shall constitute one and the same agreement.

19.15 Memorandum.

Either Olympia or the City may sign and record a memorandum of this Lease in form reasonably acceptable to the other party.

19.16 Reasons for Disapproval.

Whenever in this Lease a party is given the right to approve or disapprove any matter or action, such approval or disapproval shall not be unreasonably withheld nor unduly delayed and any disapproval shall be reasonable and shall state the reasons therefor, except where it is specifically provided that a party may withhold approval or otherwise act in its sole discretion or when specific time limits for approval are provided.

19.17 Naming Rights.

The City shall retain proprietary rights with respect to the name of Riverfront Arena and the right to receive any revenue derived from the sale of such naming rights; provided, however, the City shall in no event change the name of Riverfront Arena during the Term of this Lease without the prior written consent of Olympia. The City acknowledges and agrees that it shall not be unreasonable for Olympia to withhold consent to any renaming of the Riverfront Arena which is inconsistent with and/or may otherwise adversely affect Olympia's Advertising Revenues.

19.18 Plural/Singular.

Wherever appropriate herein, the singular includes the plural and the plural includes the singular.

19.19 Further Assurances.

Olympia, the Red Wings, and the City shall execute, acknowledge and deliver, after the date hereof, without additional consideration, such further assurances, instruments and documents and shall take such further actions, as the City, the Red Wings, or Olympia shall reasonably request of the other in order to fulfill the intent of this Lease and the transactions contemplated thereby.

19.20 No Joint Venture.

Nothing in this Lease shall be construed as creating a joint venture, partnership, or any other association between the City and the Red Wings and/or Olympia.

19.21 Words of Limitation.

Whenever the words "including but not limited to" or "by way of example but not limitation" or any other similar prefatory words are used throughout this Lease, such words shall be deemed to preface an example or list of examples, which example(s) are set forth for informational purposes only and not for purposes of limitation.

19.22 No Third Party Beneficiary.

The parties understand and agree that

the enforcement of the terms and conditions of this Lease, and all rights of action relating to such enforcement, shall be strictly reserved to the City, the Red Wings, and Olympia, or their successors or assigns, and nothing contained in this Lease shall give or allow any such claim or right of action by any third person or entity whatsoever on such Agreement. It is the express intention of the City, the Red Wings, and Olympia that any person or entity other than the City or Olympia, or their successors or assigns, receiving services or benefits under this Lease shall be deemed to be an incidental beneficiary only.

19.23 Subordination, Non-Disturbance and Attornment.

This Lease is and shall be subject and subordinate, at all times, to (i) the lien of any mortgage or mortgages which may now affect the Riverfront Arena, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages, and (ii) any ground or underlying lease which may now or hereafter affect the Riverfront Arena, including, without limitation, the DBA Lease (collectively, the **Security Instruments**). Notwithstanding the foregoing, the City shall use commercially reasonable efforts to obtain and deliver to Olympia a non-disturbance and attornment agreement executed by the Detroit Building Authority in form reasonably satisfactory to Olympia with respect to this Lease simultaneously with the execution and delivery of this Lease. The City and Olympia each represent that, as of the Effective Date, except for the DBA Lease, there are no Security Instruments encumbering the Riverfront Arena. This Lease shall in no event be subject or subordinate to any Security Instruments granted after the Effective Date.

19.24 Holding Over.

Olympia shall vacate and surrender to the City the Riverfront Arena and the Parking Facility upon the expiration or termination of this Lease as may be extended by the Extension Terms; provided, however, if the New Arena Date has not occurred and Olympia remains in possession of the Riverfront Arena and/or the Parking Facility beyond the expiration or earlier termination of this Lease as may be extended by the Extension Terms, then the Term of this Lease shall automatically be extended beyond the Extension Terms on a month-to-month basis upon all of the terms and conditions set forth in this Lease (including, without limitation, the Rent and any other amounts payable hereunder) without penalty; provided, however, the City shall not terminate such month-to-month tenancy if the New Arena Date has not occurred, except pursuant to

Sections 2.3, 10.1 and 20.2 hereof and except if the New Arena Date has not occurred on that date Five (5) years from and after the fifth Extension Term.

ARTICLE 20.

DEFAULT AND REMEDIES

20.1 Default by Olympia or the Red Wings.

The occurrence of any one or more of the following events constitutes an **"Olympia Default"** under this Lease:

(a) Failure by Olympia to pay the Rent, Real Property Taxes, the Security Payment or any payment due to the City under the Release Agreement within fifteen (15) business days after written notice from the City specifying such failure.

(b) Other than described in Section 20.1(a), failure by Olympia or the Red Wings to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of 45 days after written notice specifying such failure and requesting that it be remedied, given to Olympia or the Red Wings by the City; provided, however, that if any default by Olympia or the Red Wings shall be such that it cannot be corrected within such period, it shall not constitute an Olympia Default if corrective action is instituted by Olympia or the Red Wings within such period and diligently pursued until the Olympia Default is corrected.

(c) The failure of Olympia to perform its obligations under the New Parking Agreement, which failure continues beyond the expiration of the notice or cure period provided for under the New Parking Agreement;

(d) The dissolution or liquidation of Olympia or the Red Wings or the filing by Olympia or the Red Wings of a voluntary petition in bankruptcy or failure by Olympia or the Red Wings promptly to lift any execution, garnishment or attachment of such consequence as will affect Olympia's ability to carry on its operations at Riverfront Arena or the commission by Olympia or the Red Wings of any act of bankruptcy or adjudication of Olympia or the Red Wings as bankrupt, or assignment by Olympia for the benefit of its creditors, or the entry by Olympia or the Red Wings into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to Olympia or the Red Wings in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar law which may hereafter be enacted. Nothing herein shall be construed to include the cessation of the corporate existence of Olympia or the Red Wings resulting either from a merger or consolidation of Olympia or the Red Wings into or with another corporation or

dissolution or liquidation of Olympia or the Red Wings following a transfer of all or substantially all of its assets to another entity under the conditions permitting such actions with respect to NHL Hockey contained elsewhere in this Lease.

20.2 City Remedies.

If an Olympia Default occurs and is continuing, the City may take any one or more of the following remedial steps:

(a) Require Olympia to pay any balance owing hereunder, if any;

(b) Where appropriate, enjoin any action by Olympia and/or the Red Wings in violation of this Lease or any part hereof or compel performance by Olympia or the Red Wings of its duties under this Lease by specific performance or mandatory injunction;

(c) Upon a material Olympia Default in performing its obligations hereunder, the City may commence an action or proceeding to terminate this Lease. In addition, the City shall be entitled to recover any reasonable actual out-of-pocket costs and expenses incurred by City in enforcing or performing the obligations of Olympia under this Lease; and/or

(d) Take whatever action at law or in equity as may appear necessary or desirable to collect any damages, fees or payments then due and thereafter to become due from Olympia or to enforce performance and observance of any provision by Olympia or the Red Wings under this Lease.

20.3 Default by the City.

The occurrence of any one or more of the following events constitutes a **"City Default"** under this Lease:

(a) The failure of the City to perform any obligations of the City under this Lease, which failure continues for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied, given to the City by Olympia, provided, however, that if any default by the City under this Lease (other than any payment defaults) shall be such that it cannot be corrected within such period, it shall not constitute a City Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

(b) The failure of the City to perform its obligations under the New Parking Agreement, which failure continues beyond the expiration of the notice or cure period provided for under the New Parking Agreement;

(c) The dissolution or liquidation of City or the enactment of any law, ordinance, rule, regulation or any other stricture which prevents or prohibits the City, from presently or prospectively performing any covenant, condition or agreement contained herein.

(d) The occurrence or non-occurrence

of any act which if performed or not performed by the City would be a City Default hereunder, which is or may be performed by any person in priority of title with the City or who is acting or purports to act on behalf of the City.

20.4 Olympia's Remedies.

If a City Default occurs and is continuing, the Olympia may take any one or more of the following remedial steps:

(a) Require the City to pay any balance owing hereunder;

(b) Where appropriate, enjoin any action by the City or any other person described in this Section in violation of this Lease or any part thereof or compel performance by the City of its duties under this Lease by specific performance or mandatory injunction;

(c) Take whatever action at law or in equity as may appear necessary or desirable to collect any fees or payments then due or to enforce performance and observance of any provision of the City under this Lease;

(d) Cure such City Default on behalf of the City, and deduct the cost thereof from Olympia's obligations under this Lease, including, without limitation, Olympia's obligation to pay Rent under this Lease; and/or

(e) If such City Default materially and adversely affects the use and operation of Riverfront Arena for its intended purpose, terminate this Lease without waiving Olympia's rights to damages for City's failure to perform any of its covenants or agreements hereunder. In the event Olympia shall elect to terminate this Lease, all rights and obligations of Olympia and the Red Wings, and of any permitted successors or assigns, shall cease and terminate, except that Olympia and the Red Wings shall have and retain full right to sue for and collect all amounts for the payment of which City shall then be in Default and all damages to Olympia by reason of any such City Default.

20.5 General Provisions.

(a) Except as expressly set forth in this Lease, no right or remedy herein conferred upon, or reserved to the City, the Red Wings or Olympia is intended to be exclusive of any other right or remedy, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law, or in equity or by statute. No waiver by either party of any breach of obligations, agreements or covenants herein shall be a waiver of any subsequent breach of any obligation, agreement or covenant, nor shall any forbearance by either party to seek a remedy for any breach by the other party be a waiver by such party of any rights or remedies with respect to such or any subsequent breach, nor shall any express waiver by either party be deemed to apply to any other existing

or subsequent right to remedy any Olympia Default or City Default by the other party, nor shall any waiver by either party of any default or breach by the other party in the performance of any of the covenants or obligations of such other party under this Lease be deemed to have been made by the party against which the waiver is sought to be charged unless contained in a writing executed by such party. Notwithstanding anything contained in this Lease to the contrary, none of Olympia, the Red Wings or the City shall be entitled to recover any incidental, consequential or punitive damages as a result of any Olympia Default or City Default by any other party to this Lease.

(b) In the event that any party fails to pay any payment required hereunder when due, then, without limiting any other rights of the non-defaulting party, the defaulting party shall be liable for interest thereon from the date that such installment was due until the date paid in full at the Interest Rate.

ARTICLE 21. ADVERTISING AND SIGNS

21.1 Riverfront Arena Signs.

Within the Riverfront Arena, Olympia shall have the exclusive right to: (a) sell and at its sole expense create, install and maintain advertising panels and maintain signs and other advertising on the scoreboard and to receive and retain all revenues therefrom; (b) sell and at its expense, create, install and maintain additional signs as part of Riverfront Arena for advertising; (c) determine the size, location, form and content of such advertising; and (d) sell and at its expense, create and erect additional informational, directional and advertising signs as part of Riverfront Arena, provided that any such actions are done in accordance with Law. In addition, subject to Olympia's compliance with all Laws, including, without limitation, any permits required in connection therewith, Olympia shall have the right to install signage on the exterior façade of the Riverfront Arena advertising any events being held in the Riverfront Arena, including, without limitation, the identification of any sponsor(s) of such event.

21.2 Other Advertising.

Olympia may conduct, or permit to be conducted, as part of Riverfront Arena, any and all other forms of advertising, including, but not limited to any advertising to be worn or carried by Olympia or any of its employees, sub-concessionaires' employees, personnel, promotional event advertising sponsored by Olympia or others, logos or other forms of advertising to be affixed to or included with cups, hats, t-shirts, and other concession items or giveaways, real time and any other signage on telecasts and broadcasts, advertising affixed to any compo-

nent of the interior of the Riverfront Arena and any and all other forms of advertising or promotion.

ARTICLE 22. DEMOLITION OF RIVERFRONT ARENA

22.1 Demolition of Riverfront Arena. Following the expiration of the Term (including any Extension Terms), the City shall cause the Riverfront Arena to be promptly demolished after the receipt of all required permits and licenses required by Law, which the City shall use reasonable efforts to obtain promptly following the expiration of the Term, provided that the State of Michigan finances the demolition of the Riverfront Arena upon terms and conditions mutually agreeable to the City and the State of Michigan, in their reasonable discretion. [Pending such demolition of the Riverfront Arena, the City shall not use or permit the use of the Riverfront Arena for ticketed events.]

[Remainder of Page Intentionally Left
Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first written below.

OLYMPIA ENTERTAINMENT, INC.,
a Michigan corporation

By: _____
Name: _____
Its: _____
Date: _____

CITY OF DETROIT

By: _____
Name: _____
Its: _____
Date: _____

DETROIT RED WINGS, INC.,
a Michigan corporation, (as to Article
15 of this Lease only)

By: _____
Name: _____
Its: _____
Date: _____

[Signature Page — JLA Sublease]

Exhibit B

Operating and Management Agreement between the City of Detroit and Olympia Entertainment, Inc. for the Riverfront Arena Parking Facility (Joe Louis Arena Garage).

**OPERATING AND MANAGEMENT
AGREEMENT BETWEEN
THE CITY OF DETROIT AND
OLYMPIA ENTERTAINMENT, INC.
FOR THE RIVERFRONT ARENA
PARKING FACILITY
(Joe Louis Arena Garage)**

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OPERATING AND MANAGEMENT
AGREEMENT BETWEEN
THE CITY OF DETROIT AND
OLYMPIA ENTERTAINMENT, INC.
FOR THE RIVERFRONT ARENA
PARKING FACILITY

(Joe Louis Arena Garage)

THIS AGREEMENT ("**Agreement**") is entered into as of March __, 2014 (the "**Agreement Date**") and made effective as of and retroactive to July 1, 2010 (the "**Effective Date**"), by and between the CITY OF DETROIT, Wayne County, Michigan, a municipal corporation organized and existing under the Constitution and Statutes of the State of Michigan, acting by and through its Municipal Parking Department (hereinafter referred to as the "**City**") and OLYMPIA ENTERTAINMENT, INC., a Michigan corporation, its successors and assigns (hereinafter referred to as "**Olympia**").

RECITALS

A. City and Olympia Stadium Corporation, a Michigan corporation ("**Olympia's Predecessor**"), and Detroit Hockey Club, Inc., a Michigan corporation (as to Article 15 of the Original Lease only) entered into a Lease Agreement dated August 16, 1978, as amended by First Amendment to Master Lease Agreement dated December 30, 1980 and Amendment Agreement No. 2 to the Master Lease Agreement made effective as of January 1, 1990, (collectively the "**Original Lease**"), with respect to (a) Cobo Arena located at 301 Civic Center Drive, Detroit, Michigan, as more particularly described in the Original Lease ("**Cobo Arena**"), and (b) the Riverfront Arena (commonly known as the Joe Louis Arena) located at 600 Civic Center Drive, Detroit, Michigan, as more particularly described in the Original Lease (the

"**Riverfront Arena**"), which Original lease expired on June 30, 2010 (the "**Original Lease Expiration Date**").

B. City and Olympia's Predecessor entered into that certain Operating and Management Agreement for the Riverfront Arena Parking Facility dated August 16, 1978 (the "**Original Parking Agreement**") with respect to that certain multi-story parking structure near the Riverfront Arena situated north of West Jefferson Avenue immediately west of the John C. Lodge Freeway having a capacity of approximately 3,200 unobstructed car spaces now commonly known as "Joe Louis Arena Garage" (the "**Parking Facility**"), as more particularly described on Exhibit A, which Original Parking Agreement expired on the Original Lease Expiration Date. The parties acknowledge and agree that the Parking Facility is as depicted on Exhibit A attached hereto and made a part hereof, and, for the sake of clarity, [includes stairwell towers B, C, D and E serving the Parking Facility, but does not include stairwell tower A]' or the overhead pedestrian tunnels and associated stairwells located between the Riverfront Arena and the Parking Facility.

¹To be confirmed with site plan on Exhibit A.

C. City and Olympia have entered into (a) a New Lease dated as of the Agreement Date with respect to the Riverfront Arena (the "**New Lease**") for a term commencing as of and retroactive to the Effective Date and expiring on June 30, 2015, unless extended or earlier terminated, as therein provided and (b) Mutual Waiver and Release Agreement dated as of the Agreement Date with respect to Cobo Arena, the Riverfront Arena and the Parking Facility (the "**Release Agreement**").

D. City and Olympia desire to enter into this Agreement with respect to the Parking facility for a term commencing as of and retroactive to the Effective Date and expiring upon the expiration or earlier termination of the New Lease, upon the terms and conditions set forth in this Agreement.

E. WHEREAS, the City for the benefit of the public has selected Olympia to carry out the objectives of this Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and promises contained herein, the parties hereto do hereby agree as follows:

SECTION 1.

PURPOSE AND DESCRIPTION

The City hereby engages Olympia to operate and manage the Parking Facility in accordance with the terms herein. Except for the Parking Space Repairs (as hereinafter defined) to be made by Olympia pursuant to subsection 7(d) below, no alterations or additions to the

Parking Facility as constructed shall be made except at the direction of and with the approval of the City. No merchandise or equipment shall be sold by Olympia, nor shall any services be furnished by Olympia, nor shall the Parking Facility be used by Olympia for any purpose other than to provide for the parking of passenger vehicles, except at the direction of and with the approval of the City.

SECTION 2. TERM

The term of this Agreement shall be for a period beginning at 12:01 A.M. effective as of and retroactive to July 1, 2010 and ending upon the expiration or earlier termination of the New Lease, including any renewals thereof (the "**Term**") and including any holdover period as provided in the New Lease. The exercise of any option to extend the Term of the New Lease by Olympia in accordance with the New Lease and the time period of any holdover under the New Lease by Olympia shall also automatically extend the Term of this Agreement equal to the extended term of the New Lease.

SECTION 3.

RATES AND HOURS OF OPERATION

Hours of Operation: During the Term of this Agreement, the Parking Facility shall generally be open (a) between 6 a.m. to 11 p.m. Monday through Friday, (b) during all events held at the Riverfront Arena, including, but not limited to concerts, exhibitions, and Detroit Red Wings hockey games and training camps ("**JLA Events**") and during the period at least two (2) hours prior to any JLA Events and at least two (2) hour after any JLA Events, as reasonably determined by Olympia, or longer, as necessary (herein called "**JLA Event Times**"), (c) on Saturdays and Sundays, as required by the City, and (d) upon reasonable advance written notice from the City, on Holidays (as hereinafter defined). Notwithstanding the foregoing, except during JLA Event Times, the City may direct Olympia to close the Parking Facility for all or part of any day or evening wherein the City determines that the demand for parking does not warrant remaining open. As used in this Agreement, "Holidays" shall mean New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Martin Luther King Day.

(a) Initial parking hours and rates shall be as described on Exhibit B attached hereto and made a part hereof. The City represents and warrants to Olympia that the rates described in Exhibit B comply with DBA lease including, but not limited to Section 602 of the DBA Lease as defined in the New Lease and that Exhibit B may be revised from time to time in accordance with the provisions of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the parking hours and rates set forth

on Exhibit B hereto and in this Agreement with respect to JLA Events shall in no event be changed during the Term of this Agreement without the prior written consent of Olympia, which consent may be granted or withheld by Olympia in its sole and unfettered discretion; *provided, however*, that if the City is required, pursuant to the terms and conditions of the DBA Lease, to revise the parking rates, then the City shall, upon 30 days written notice to Olympia shall have the right, without the consent of Olympia, to change the parking rates to the minimum amount required pursuant to the DBA Lease.

(b) Subject to subsection (a) above and subsections (c) and (e) below, the City may elect by reasonable advance written notice to Olympia to revise the rates and hours of operation for the Parking Facility. Olympia may make recommendations with respect to rates and hours of operation on the basis of meeting the demand for public parking in the area and to satisfy the demands of JLA Events.

(c) The City agrees that the Parking Facility will at all relevant times be available for those persons attending JLA Events and to any persons who have in advance, purchased, reserved or prepaid parking in connection with any JLA Events.

(d) The parties may meet prior to each month of operation of the Parking Facility to discuss a schedule of hours, dates of operation, and parking rates to be charged, for the coming month.

(e) The City reserves the right to (i) without incurring obligation to Olympia, provide limited free parking or parking at reduced rates for individual groups, special shopping, other special civic and promotional activities, and (ii) enter into monthly parking agreements with local businesses for the parking of passenger vehicles in the parking spaces of the Parking Facility on Monday through Friday during normal business hours only ("**Monthly Parking Agreements**"), provided that (x) a copy of each of such Monthly Parking Agreements is provided to Olympia and (y) all revenues from such Monthly Parking Agreements are included in the "Gross Receipts" of the Parking Facility for purposes of calculating Olympia's "Management Fee" (as herein defined) and (z) the limited free parking or parking at reduced rates is not in violation of the DBA Lease and will not cause an increase in the parking rates established in subsection (a) above and/or as set forth in Exhibit B. Notwithstanding the foregoing, in no event shall any free or reduced parking agreement or Monthly Parking Agreements permit the parking of vehicles in the Parking Facility during JLA Event Times pursuant to the terms of those agreements. The City shall deliver a monthly report to Olympia summarizing all payments, received from the City

under the Monthly Parking Agreements and Olympia shall have the right to audit all of the City's books and records pertaining thereto at all reasonable times upon reasonable advance notice to the City.

(f) During the Term, Olympia shall be entitled to purchase up to 100 daily passes at a current monthly parking rate of \$[to be determined] per parking space for the use of parking spaces in the Parking Facility exclusively for the use of its agents, contractors and employees, in the location identified in Exhibit A hereto. Said rate is only subject to change in accordance with Section 602 of the DBA Lease upon 30 days prior written notice to Olympia.

SECTION 4.

STANDARD OF SERVICE AND PERSONNEL

(a) Olympia agrees to operate the Parking Facility in accordance with the terms of this Agreement and under the supervision of the City. The policy of the City is to serve the public in the best possible manner, and Olympia agrees that both it and its employees and agents shall at all times cooperate to this end.

(b) Olympia shall use commercially reasonable efforts to select honest, competent and courteous personnel to be employed in the operation of the Parking Facility. Olympia shall require all its employees including the manager designated under subsection (c) below to comply with the terms of this Agreement and all other City regulations and policies, and shall promptly discipline or remove those who do not comply.

(c) Olympia shall designate, employ, and provide the City with the name of a full time manager of the Parking Facility (the "**Manager**"), to be assigned to the supervision of the operations at the Parking Facility. The Manager shall maintain throughout the term of this Agreement a frequent and business-like liaison with designated City representatives and shall make himself available to meet with City officials at mutually convenient times to discuss the operations of the Parking Facility.

(d) Olympia shall hire and supervise such other full time personnel and such part time help as will be needed to effectively operate the Parking Facility on a daily basis as well as during peak periods including events. If at any time the City reasonably determines that the amount of personnel being provided by Olympia is either inadequate or excessive to operate effectively the Parking Facility, the City shall so notify Olympia. Following such notification, the City shall forthwith reasonably determine necessary staff levels, and Olympia shall promptly adjust staff levels in accordance with such determination.

(e) Olympia shall be responsible for

requiring licensing of those employees who are normally licensed in this type of business.

SECTION 5.

ACCOUNTING AND RECORDS

The City And Olympia have agreed to an adequate and proper system of accounting and bookkeeping for the Parking Facility which is consistent with the current accounting and bookkeeping system maintained by Olympia. Olympia shall comply with the Report Schedule set forth in Exhibit C which is attached hereto and made a part hereof. Olympia's books and accounts shall at all reasonable times and during normal business hours be open to the inspection of the City and its representatives.

A. Olympia shall be responsible for the development and implementation of revenue control and cash handling procedures and shall instruct its personnel to comply with same. These procedures shall include, but shall not be limited to the following:

1) Cashiers shall be instructed to keep no more than a predetermined amount of money in their possession at any time. This amount shall be approved by the City, which approval shall not be unreasonably withheld or delayed.

2) Pay-in-Lane machines shall be filled with a pre-determined amount of money. This amount shall be approved by the City, which approval shall not be unreasonably withheld or delayed.

3) Draw-Down (excess cash pick-up). A supervisor or assistant supervisor shall perform draw-downs on each cashier as needed to keep on-hand cash below the amount determined in accordance with subsection A(1) of this Section 5.

4) Employees shall be instructed not to discuss the amount of money collected per shift with anyone other than authorized City staff personnel or a supervisor.

5) Cashiers shall be instructed not to allow any unauthorized persons in the cashier areas.

6) Employees shall be instructed to immediately report any suspicious persons loitering on the premises to a supervisor.

7) Employees shall be advised of procedures to follow in the event of a robbery or theft.

8) Employees shall not co-mingle their funds with Parking Facilities Revenue.

Olympia shall be subject to a penalty in the amount of the actual losses, if any, incurred by the City due to any violations of revenue control or cash handling procedures by Olympia. The Manager shall be present in all grievance hearings regarding violations of cash handling procedures or equipment tampering and shall submit a report of the hearings and the outcome to the City.

B. Olympia shall make all records pertaining to the Parking Facility available for examination during normal business

hours at its Detroit offices upon reasonable advance notice from the City. Olympia shall make copies of all such records promptly after the City's request. Olympia agrees to allow representatives of the City to make periodic inspections of such records at reasonable times and upon reasonable advance notice; provided, the City shall have the right during the normal business hours of the Parking Facility to make periodic inspections of the operation of the Parking Facility.

C. If in the course of such inspection review or as a result of the independent audit, the representative of the City should note any deficiencies in the performance of Olympia's agreed upon performance or record-keeping practices, such deficiencies will be promptly reported to Olympia in writing. Olympia agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

D. Any audit exceptions for disallowed Reimbursable Expenses shall be repaid to the City by Olympia within thirty (30) days of notification or may be offset by the City against any funds due and owing Olympia under this Agreement, however, that Olympia shall remain liable for any remaining deficiencies.

E. Each party shall pay its own audit costs. However, if such audit exceptions for disallowed costs exceed three percent (3%) of the expenditures made under this Contract for the period under review, Olympia shall pay the City's audit costs.

F. Nothing contained herein shall be construed or permitted to operate as any restriction upon the power granted to the Auditor General by the City Charter to audit and allow all accounts chargeable against the City.

G. Olympia further agrees to perform for the Parking Facility the following services upon request:

(a) Maintenance of accounts payable, accounts receivable and inventory control.

(b) Maintenance of the revenue control system.

(c) Auditing deposits and reconciling bank account.

(d) Preparing and submitting to the City daily operating reports on forms provided for that purpose to be submitted within seven (7) calendar days of each operating day in accordance with Exhibit C, which will show such information as number of cars in and out each hour provided that car in and out information which is collected by the City is provided to Olympia by the City, fees collected, number of parking tickets issued and parking transactions of the day if any, as well as a summary of all deposits made pursuant to this Agreement.

(e) Monthly Profit and Loss Statements and Balance Sheets, to be submitted, and a schedule of such month's reimbursable

expenses, not later than the fifteenth (15th) day of each calendar month following the preceding month's operation. The City may request copies of invoices or other reasonable substantiation of any reimbursable expenses submitted by Olympia.

(f) A copy of reports on each damage claim, theft and/or injury claim, whether submitted as an insurance claim or not, arising from the operation of the Parking Facility, to be submitted within five (5) business days following discovery thereof by Olympia.

SECTION 6.

DEPOSIT OF GROSS RECEIPTS

Olympia shall on or before May 1 of each year, submit to the City for approval, a budget of all operating and maintenance expenses for the following fiscal year (July 1 - June 30) with such detailed supporting data as the City may, from time to time, request. Monthly budgets may also be required, without limiting the generality of the foregoing, the budget shall show the number of persons to be employed by Olympia in the performance of this Agreement, broken down into various classifications of employees to be used, and also the work schedule and pay rates for each classification. Olympia shall from time to time submit to the City for approval supplements to said budget whenever changes in or additions to said budget are necessary. Within twenty (20) days after the City's receipt of any budget, the City may, after consultation with Olympia, deliver a written request for changes or additions to said budget which it deems reasonably necessary; provided, if the City does not deliver a written request for changes to the budget within said 20-day period, such budget shall be deemed approved by the City. Olympia shall make such changes to the budget that are requested by the City, unless Olympia reasonably believes such changes are not feasible. If Olympia reasonably believes a change to the budget is not feasible, then Olympia and the City shall meet and negotiate in good faith to resolve such dispute; *provided however*, that the City's reasonable determination of feasibility, after such negotiations, shall be final and determinative. Notwithstanding the foregoing, in no event shall the budget require Olympia to make any Capital Repairs.

Revenue Account — Except as otherwise expressly provided in this Agreement, Olympia shall deposit daily, on forms provided by the City, all Gross Receipts of said parking operation into the bank account established by the City for the deposit of Gross Receipts pursuant to subsections 6(b) and 6(d) below.

(a) "Gross Receipts" shall constitute all amounts received for parking services, including shortages attributable to loss or theft of checks, cash or money orders, and including, without limitation, all pay-

ments received by Olympia or the City under the Monthly Parking Agreements and all payments received for prepaid and season parking passes sold to season ticket holders and suites owners lessees or users for (i) regular season hockey games ("**regular season hockey reserve**") and (ii) playoff hockey games ("**playoff hockey reserve**"). However, Gross Receipts shall not include shortages or losses attributable to uncollected checks or refunded prepaid and season parking passes. There shall be no deduction from Gross Receipts for taxes levied on equipment owned by Olympia or other real or personal property owned by Olympia, the payment of which shall be the sole obligation of Olympia. Taxes imposed by law which are separately stated to and paid by a customer and which are required to be paid by Olympia directly to the taxing authority shall not be included in Gross Receipts. There shall be no credit extended by Olympia for parking at the Parking Facility, except upon the approval of the City (not to be unreasonably withheld). Should the City approve the extension of credit, the risk of loss due to such credit transactions shall be borne solely by the City. Olympia shall issue billings and make collections for such credit transactions.

(b) The Gross Receipts for the parking operation covered by this Agreement shall be carried on for the City under the established account code named "Joe Louis Arena Garage" (the "**Joe Louis Arena Garage Account**"). The City shall establish a bank account in a Detroit bank for the purpose of depositing Gross Receipts (as set forth in subsection 6(d) below, and the terms and conditions of the bank account shall be approved by the City.

(c) The City shall instruct the bank to furnish Olympia with a copy of the bank statement monthly simultaneously with the furnishing of the statement by the bank to the City.

(d) Olympia shall deposit daily into the City's established Joe Louis Arena Garage Account an amount equal to the total Gross Receipts received by Olympia for the day's operation other than (i) regular season hockey reserve, which shall be deposited on October 15 of each lease year (or within thirty (30) days after receipt, for any regular season hockey reserve collected after October 15 in such lease year), and (ii) playoff hockey reserve, which shall be deposited within thirty (30) days after the last Red Wings playoff game, each to the credit of said Joe Louis Arena Garage Account, and shall submit to the City bank deposit slips for each deposit made together with daily reports as required by the City.

(e) The risk of theft or loss of cash checks, or money orders, shall be borne solely by Olympia.

(f) The Joe Louis Arena Garage

Account may be audited by the City's representatives including, but not limited to, the Auditor General and the Finance Director of the City of Detroit at the City's sole expense.

(g) The Joe Louis Arena Garage Account shall not be drawn upon by checks signed by Olympia or any agents of Olympia.

SECTION 7.

MAINTENANCE, REPAIRS AND REPLACEMENTS

(a) Olympia shall perform with its own personnel or contract with third parties, using its own bank accounts, to perform the following described maintenance and repairs to the Parking Facility and shall pay the costs of such maintenance and repairs, subject to reimbursement therefor from the City for as hereinafter provided: All day-to-day routine maintenance for the Parking Facility, including but not limited to, routine maintenance of the elevators, routine maintenance of outdoor signs attached to the Parking Facility, directional signs outside the Parking Facility, and all indoor signs (including the cost of replacement); snow and ice removal inside and outside the structure and on driveways leading into the structure; keeping the inside of the structure and the driveways, sidewalks, alleys and greenbelts outside the structure clean of debris, litter, trash and other unsightly objects; keeping the floor and other areas clean of dirt and grime; routine maintenance and repairs to parking equipment such as ticket dispensers, car counting equipment and time clocks; replacement of light bulbs, fluorescent tubes, and covers for light fixtures; routine maintenance and repairs to electrical, fire alarm and plumbing systems; routine maintenance, painting and repairs to all surfaces of the structure inside and outside; painting of the lines for parking stalls; any repairs to the Parking Facility which do not constitute "Capital Repairs" (as hereinafter defined) and other routine, day-to-day expenses of a parking garage business (collectively, the "**Routine Maintenance**"), the cost of which Routine Maintenance is hereby approved by the City, provided that the cost of Routine maintenance for a year shall not exceed the budgeted amount without the City's approval, and shall be included in Reimbursable Expenses and shall be reimbursed by the City in accordance with the terms and conditions of subsection 8(b) below.

(b) Except as otherwise expressly set forth in Section 7(d) of this Agreement, it is expressly understood and agreed that Olympia or its subcontractors are not to perform (and shall have no obligation to perform) or pay for out of Gross Receipts or otherwise any (i) repairs, replacements or improvements of a capital nature, including without limitation, any replacements of equipment at the Parking Facility

or (ii) any Major Repairs (as hereinafter defined) which are not authorized by the City pursuant to Section 7(c) below, but which are required for the continued safe and efficient operation of the Parking Facility (collectively, "**Capital Repairs**"), unless such Capital Repair is solely caused by the negligence or wilful misconduct of Olympia after the Agreement Date, provided however, in no event shall the failure Olympia to make (1) Capital Repairs, and/or (2) Major Repairs not approved by the City and/or (3) the failure to repair the roof top parking spaces and/or such unusable parking spaces be deemed to constitute negligent or wilful misconduct by Olympia under this Agreement, in which case Olympia shall not be obligated to make such Capital Repairs. To the extent Olympia is required to make Capital Repairs as solely provided by this Section 7(b) such cost and expense shall be at the full and sole discretion of Olympia provided that any such Capital Repair will allow for use of the Parking Facility for its intended purpose consistent with the condition of the balance of the Parking Facility. Any Capital Repairs shall be done solely at the discretion of the City, provided that the City shall only be obligated to make Capital Repairs necessary in order to prevent imminent danger to human life or significant property and is required by the DBA Lease, in which case, such Capital Repairs shall be commenced by the City and/or the City of Detroit Building Authority within thirty (30) days after being notified in writing by Olympia of the need therefor and will be diligently prosecuted thereafter. The City shall have full and sole discretion to determine the most appropriate manner to make such Capital Repairs provided that the Capital Repair allows for use of Parking Facility for its intended purpose consistent with the condition of the balanced of the Parking Facility.

(c) The City may request Olympia to obtain with respect to any repairs included in Routine Maintenance which are reasonably estimated by Olympia to cost in excess of Five Thousand Dollars (\$5,000.00) per occurrence ("**Major Repairs**") (exclusive of the repairs to be performed by Olympia pursuant to subsection 7(d) below) from competent sources a detailed cost estimate in a form and content satisfactory to the City including the cost of such Major Repairs. If authorized by the City, at its sole discretion, Olympia may, at its sole discretion, cause such Major Repairs to be completed at Olympia's expense on a reimbursable basis. In such case, Olympia shall bill the City for all costs and expenses incurred by Olympia with respect to such Major Repairs and for its services and, in addition to the City's payment to Olympia of its Management Fee, the City

shall reimburse Olympia for the costs incurred by Olympia for and in connection with such Major Repairs (which costs shall be included in reimbursable expenses) in accordance with the terms and conditions of subsection 8(b) below; provided, however, if an estimate was requested by the City for such Major Repairs, the City's reimbursement shall not exceed the amount of the approved estimate unless otherwise agreed in writing by the City and Olympia.

(d) Notwithstanding the foregoing Olympia shall cause the six hundred (600) parking spaces (the "**Repaired Spaces**") and the elevator in the Parking Facility (which, as of the Agreement Date, are not in service as selected by Olympia) to be repaired and restored to a condition that will allow use of the parking spaces for the parking of vehicles consistent with the condition of the balance of the Parking Facility as reasonably determined by Olympia, at Olympia's cost and expenses (the "**Parking Space Repairs**") promptly after the Agreement Date and shall use commercially reasonable efforts to cause the Parking Space Repairs to be completed by September 1, 2014; provided that such deadline shall be extended to the extent any event beyond the reasonable control of Olympia, including, without limitation, terrorist attacks or events, earthquakes, fires, floods, tornadoes, wars, labor strikes or similar accidents, disputes or similar events prohibits Olympia from performing the Parking Space Repairs. Olympia will require performance and payment bonds, which shall name the City as co-obligee, and will advise the City as to who is the successful bidder. Olympia will ensure that insurance is procured for such Parking Space Repairs that insures the City and Olympia against any damage to the Parking Facility as a result of the Parking Space Repairs. Notwithstanding anything contained herein to the contrary, except to the extent expressly provided in subsections 7(a), 7(b) and 7(c) above, Olympia shall have no obligation to repair any stairwells, elevators or other infrastructure relating to the Parking Spaces (Olympia's obligations under this Section 7(d) being limited solely to the Parking Space Repairs).

(e) Olympia agrees to inform the City as soon as possible of any Major Repairs an/or Capital Repairs required at the Parking Facility or on any equipment of the Parking Facility or of any replacement of Parking Facility equipment needed at the Parking Facility and which are not included in the Parking Space Repair Contract.

(f) The City acknowledges and agrees that as of the Agreement Date, Olympia has complied with its obligations and duties as set forth in subsections 7(a) through (c) inclusive and subsection 7(e) and that Olympia's duties and obligations

with regard to subsection 7(d) do not commence until after the Agreement Date.

(g) The City, at its sole cost and expense shall maintain or cause to be maintained the overhead pedestrian tunnels and associated stairwells located between the Riverfront Arena and the Parking Facility.

SECTION 8.

PAYMENT OF MANAGEMENT FEE AND EXPENSE REIMBURSEMENT

(a) As compensation for the services performed hereunder, Olympia shall be paid a management fee of seven percent (7%) of the Gross Receipts for a month within sixty (60) days after the end of each month of the Term of this Agreement, (the **"Management Fee"**). For the avoidance of doubt, Olympia shall not receive a Management Fee in connection with the parking spaces to which Olympia has rights pursuant to Section 3(f) of this Agreement.

(b) In addition to its Management Fee, subject to the limitations set forth below, Olympia shall be reimbursed by the City, for any and all costs and expenses incurred by Olympia in operating, maintaining, repairing and managing the Parking Facility, including, but not limited to, those costs described in subsections 7(a) and 7(c) of this Agreement, plus all costs of developing and maintaining the books and accounting system, the Revenue Control System, those items described in subsections 5.G5(a) through 5.G5(f) hereof, the costs of any required bonds and insurance for the Parking Facility as described in Section 9 hereof, and the costs for purchasing daily passes described in subsection 3(f) of this Agreement (collectively, the **"Reimbursable Expenses"**). The City's reimbursement of Olympia for Reimbursable Expenses shall be made within sixty (60) days after Olympia's written demand therefor (accompanied by reasonable supporting documentation), which demand shall be given no more than once monthly. Notwithstanding the foregoing, no expenditures for any operating, maintenance and repair costs and expenses shall be included in Reimbursable Expenses, except (a) expenditures with respect to Routine Maintenance pursuant to subsection 7(a) above (whether or not included in any budget), (b) expenditures with respect to Major Repairs authorized by the City pursuant to subsection 7(c) above, (c) expenditures included in the budget which is approved (or deemed to be approved) by the City pursuant to Section 6 above, (d) expenditures for which the City's prior written consent has otherwise been obtained, including, without limitation, with respect to any Major Repairs which are not included in the Parking Space Repair Contract, and (e) any expenditures

incurred in connection with any maintenance and repairs to the Parking Facility made by Olympia on an emergency basis. In the event there is a dispute as to reimbursement between the City and Olympia with respect to any expense or expenses which have been invoiced to the City pursuant to this Agreement, the City shall hold such disputed amount until the dispute can be resolved and upon such resolution, shall reimburse the appropriate portion or all of the disputed amount to Olympia. If no resolution can be achieved within five (5) business days of Olympia's submission of such disputed amount to the City, the dispute shall be immediately submitted to the managing partner of one of the national accounting firms with offices in Detroit, mutually selected by the parties, for resolution who shall render his written decision within ten (10) days thereof.

SECTION 9.

INSURANCE REQUIREMENTS

(a) The City shall effect and maintain, during the Term of this Agreement (i) All Risk Property Insurance and Earthquake, Flood and Terrorism Insurance on the Parking Facility, including, without limitation, all equipment, fixtures and improvements attached to and/or situated therein (irrespective of ownership) in the amount of the full replacement cost thereof and (ii) Commercial General Liability Insurance that includes bodily injury, personal injury, contractual and property damage liability in the amount of \$15,000,000 per occurrence and \$15,000,000 general aggregate (limit may be satisfied by a combination of primary and excess policies), with Olympia and the Detroit Building Authority named as Additional Insureds, which insurance shall provide that it is primary to and not contributory to any insurance policies carried by Olympia; provided, however, that the City shall have the right of self-insure the Parking Facility against any portion, but not all of such risks as the City deems fit in its reasonably prudent business judgment which shall be confirmed by a recognized insurance or self-insurance consultant. Copies of said insurance policies showing such coverage's to be in effect shall be supplied to Olympia prior to the Agreement Date.

(b) Olympia shall effect and maintain, as provided below, the following types of insurance in not less than the respective amounts hereinafter stated. Concurrently with the execution of this Agreement, Olympia shall submit to the City a certified copy of each insurance policy required under this Section. All policies shall be subject to approval of the Corporation Counsel for adequacy and form of protection, and shall carry both the City and the City of Detroit Building Authority as additional insureds except as to subsection 9(a)(1) below.

(i) Workmen's Compensation Insurance.

Workmen's Compensation Insurance in the statutory limits shall be carried to cover Olympia's employees at the Parking Facility, even though the number of such employees may, at times, be less than the minimum number for which such insurance is mandatory under the Michigan State Employment Laws.

(ii) Garage Liability Policy.

Olympia shall carry a minimum of Ten Million and no/100 (\$10,000,000.00) Dollars combined single limit bodily injury, personal injury and/or property damage liability form with the City and the City of Detroit Building Authority named as an additional insured. Garage Liability Insurance shall include coverage for elevators and escalators, if any.

(iii) Garage Keepers Legal Liability Insurance.

Garage Keepers Legal Liability Insurance shall be carried for the benefit of the City, the City of Detroit Building Authority and Olympia in an amount sufficient to protect them against any claims, liabilities, losses, or suits. Such insurance shall cover the following exposures:

- (1) Fire and Explosion
- (2) Theft (of an entire car)
- (3) Riot, Civil Commotion, Malicious Mischief and Vandalism

The limits of such insurance shall not be less than Ten Million and no/100 (\$10,000,000.00) Dollars, with a maximum of \$250.00 deductible per car on Item 3, Riot, Civil Commotion, Malicious Mischief and Vandalism.

(iv) Broad Form Money and Securities Insurance.

Olympia shall carry Broad Form Money and Securities Insurance for the benefit of the City, the City of Detroit Building Authority and Olympia and such insurance shall be in the following amount: Limit on each case — \$25,000.00.

(c) Indemnification. Olympia agrees to indemnify defend and hold the City and the City of Detroit Building Authority harmless from any liability for injury to any person in the Parking Facility, resulting from the negligence of Olympia, its employees, officers and agents except where such injury is the result of the negligent acts and/or omissions and/or the willful and/or wrongful conducts/acts and/or omissions of the City or the City of Detroit Building Authority or their respective representatives, agents or employees and/or the failure of the City to make any Capital Repairs and/or approve Olympia to make major Repairs. To the extent permitted by law and/or as otherwise covered by the insurance required to be maintained by the City under this Agreement, the City agrees to indemnify, defend and hold Olympia harmless from any liability for injury to a person in the Parking Facility resulting from the negligence of the City, its employees, officers and agents, except where such injury is the result of the neg-

ligent acts and/or omissions and/or the willful and/or wrongful conducts/acts and/or omissions of Olympia or its representatives, agents or employees.

(d) Notice of Cancellation. All policies required hereunder shall be endorsed to provide thirty (30) days prior written notice of cancellation or material change to the City, the City of Detroit Building Authority, and to Olympia. In addition, Certificates of Insurance evidencing the required coverage with a thirty (30) day notice of cancellation shall be delivered to the City, the City of Detroit Building Authority, and Olympia prior to commencement of this Agreement.

SECTION 10. CANCELLATION

Neither the City nor Olympia shall have the right to cancel this Agreement at any time, the understanding of the parties hereto being that this agreement is to run concurrently with the New Lease. Termination or cancellation of this Agreement shall occur if, and only if, the aforesaid New Lease is terminated or cancelled according to its provisions. If the New Lease is so cancelled or terminated, this Agreement shall also terminate at the same time without any further act or deed of either of the parties hereto. Material breach of this agreement alone shall constitute a material breach of the New Lease, and a material breach of the New Lease shall constitute a material breach of this Agreement, complete with all attendant rights and remedies.

SECTION 11.

FAIR EMPLOYMENT PRACTICES

Olympia agrees, during the period of this Agreement, to comply with all federal, state and local laws relative to fair employment practices and agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to age, sex, race, creed, color, national origin or physical limitation unrelated to said employment.

SECTION 12. DEFAULTS

Failure by Olympia or the City to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure continues for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied from the other party, shall constitute an "Event of Default" under this Agreement. Upon an Event of Default by Olympia, subject to Section 10 above, in addition to the rights and remedies available to the City under this Agreement, the City shall have all rights and remedies available at law and in equity. Upon an Event of Default by the City, subject to Section 10 above, in addition to all rights and remedies available to Olympia under this Agreement, at law and equity, Olympia shall be entitled to cure any Event of Default by the City and to deduct from Gross Receipts and/or the

Rent payable by Olympia under the New Lease an amount equal to (i) any sums incurred by Olympia to cure the City's default and (ii) any sums which are not paid or reimbursed to Olympia by the City in accordance with the terms of this Agreement (including, without limitation, the Management Fee and/or any Reimbursable Expenses) until Olympia has received full credit therefore.

SECTION 13. MISCELLANEOUS

(a) This Contract shall be administered by the City of Detroit's Municipal Parking Department or such other agency as may subsequently succeed to its powers and duties or by such other agency as the City may in writing designate during their term of this Agreement or any renewals thereof.

(b) Should any portion of this Agreement be deemed contrary to law, such portion shall be deemed severable. In the event that any portion of this Agreement should be invalid under applicable law, then such portions are to be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of the Agreement which are invalid under applicable law shall not render this Agreement or any part thereof invalid but such invalid portions shall be inapplicable until the parties hereto have made appropriate changes in accordance with applicable law to achieve the spirit of the invalid provision.

(c) This Agreement, the New Lease and the Release Agreement, contain the entire agreements between the parties hereto with respect to the Riverfront Arena and the Parking Facility, and Olympia acknowledges that the City has not made or caused to be made any inducement or representations leading to the execution hereof.

(d) The captions of the articles herein are for convenience only and shall not affect or be deemed to affect the meaning of any of the terms or provisions hereof.

(e) Olympia shall comply with all applicable state laws and City ordinances.

(f) This Agreement shall not be assigned by Olympia without written approval of the City.

(g) City's Legal Successors Bound by All Terms of this Agreement.

Olympia acknowledges that this Agreement is subject to a certain lease agreement between the City and the City of Detroit Building Authority ("Contract of Lease No. 2") pursuant to which all rents fees, receipts and revenues received by the City under this Agreement and its rights and interest in same may be pledged and assigned as security for the payment of the principal of bonds or other evidences of indebtedness issued to finance the Riverfront Arena and the Parking Facility and for interest thereon.

The City represents and warrants to Olympia that said Contract of Lease No. 2 and any amendments thereto are not and will not be inconsistent or interfere with any of the rights of Olympia under this agreement or with the power of the City to perform all of its obligations to Olympia thereunder.

The City agrees, represents and warrants to Olympia that under this Agreement Olympia is not and will not be bound by Contract of Lease No. 2 or any amendment thereto or by any contract, bond resolution, bond or other evidence of indebtedness executed, approved or issued by the Building Authority. The City hereby acknowledges, consents, agrees, represents and warrants to Olympia that any Trustee, bondholder, purchaser, assignee, mortgagee, lessee, pledgee of, or any legal successor in interest to, the City interest in this Agreement shall be fully bound and obligated by all the term, covenants, provisions and conditions thereof, irrespective of whether the City has met all of its obligations and responsibilities under this Agreement or under Contract of Lease No. 2; provided however, that any such trustee, bondholder, purchaser, assignee, mortgagee, lessee, pledgee of, or any legal successor in interest to, the City's interest in this Agreement, shall have the right to enforce same and to exercise any and all attendant rights and remedies thereunder.

(h) The relationship of Olympia to the City is one of independent contractor and neither Olympia nor any of its agents or employees shall be deemed agents or employees of the City.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be executed on the dates set forth below and to be made effective as of the Effective Date.

IN PRESENCE OF:

CITY OF DETROIT,
a Michigan Municipal Corporation

By: _____

Its: _____

OLYMPIA ENTERTAINMENT, INC.
a Michigan Corporation

By: _____

Its: _____

Approved Pursuant to Sec.7.5-206 of the
2012 Charter of the City of Detroit:

Corporation Council

In accordance with §18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this contract.

Finance Director

Exhibit C

Mutual Waiver and Release Agreement
THIS MUTUAL WAIVER AND RELEASE AGREEMENT (this **"Agreement"**), entered into as of the Agreement date (as defined below, by and between the **CITY OF DETROIT**, Wayne County, Michigan, a municipal corporation organized and existing under the Constitution of and Statutes of the State of Michigan (the **"City"**), **OLYMPIA ENTERTAINMENT, INC.**, a Michigan corporation (**"Olympia"**) and **DETROIT RED WINGS, INC.**, a Michigan corporation (**"Red Wings"**).

Recitals:

A. The City, Olympia (through its predecessor-in-interest, Olympia Stadium Corporation (**"Olympia's Predecessor"**), and the Red Wings (through its predecessor-in-interest, Detroit Hockey Club, Inc.) entered into a certain Lease Agreement dated August 16, 1978, as amended by Amendment to Master Lease Agreement dated December 30, 1980 and Amendment Agreement No. 2 to the Master Lease Agreement made effective as of January 1, 1990 (collectively referred to as the **"Original Lease"**), pursuant to which Olympia leased the Riverfront Arena (the **"Riverfront Arena"**) and Cobo Arena (**"Cobo Arena"**), as more particularly described in the Original Lease (collectively, the **"Leased Premises"**). The capitalized terms used and not otherwise defined in this Agreement shall be as defined in the Original Lease.

B. City and Olympia entered into that certain Operating and Management Agreement for the Riverfront Arena Parking Facility dated August 16, 1978 between City and Olympia's Predecessor (the **"Original Parking Agreement"**) with respect to that certain approximately 3,200 car parking structure near the Riverfront Arena (the **"Parking Facility"**), as more particularly described in the Original Parking Agreement.

C. City transferred fee simple title to the Riverfront Arena to the Detroit Building Authority (hereinafter referred to as **"DBA"**), a body corporate of the State of Michigan established pursuant to Act No. 31 of the Public Acts of 1948 (First Extra Session) as amended, and the City leased back the Riverfront Arena from the DBA pursuant to a Contract of Lease between the DBA, as Lessor, and the City, as Lessee, which was approved by the Detroit City Council on April 3, 1978.

D. Subject to the terms and conditions of the Original Lease, on September 15, 2009, the City leased the Cobo Convention Center and conditionally leased Cobo Arena to the Detroit Regional Convention Facility Authority, a Michigan public body corporate (the **"DRCFA"**), to secure the management, repair and improvement of the Cobo Convention Center, pursuant to Act 554 of the Michigan Public Acts of 2008.

E. The term of the Original Lease expired on June 30, 2010 (the **"Lease Expiration Date"**), and the City served (a) an eviction notice dated July 1, 2010 upon Olympia with respect to the Riverfront Arena with a required vacation date of August 6, 2010 and (b) an eviction notice dated July 1, 2010 upon Olympia with respect to Cobo Arena with a required vacation date of August 6, 2010 (collectively, the **"Eviction Notices"**).

F. Olympia, Red Wings and the City are entering into (a) a new lease of the Riverfront Arena (the **"New Lease"**) of even date herewith and having a commencement date as of and retroactive to July 1, 2010 (the **"New Lease Commencement Date"**) and (b) Olympia and the City are entering into a new parking agreement for the Parking Facility of even date herewith and made effective as of and retroactive to the New Lease Commencement Date (the **"New Parking Agreement"**).

G. Subject to the terms and conditions hereinafter set forth in this Agreement, it is the mutual desire of the parties to: (1) acknowledge that Cobo Arena was surrendered to the City on [____], 2010 (the **"Surrender Date"**) in its then **"AS-IS, WHERE-IS"** condition; (2) consent to the Olympia's holding over in Cobo Arena for the period from the Lease Expiration Date through the Surrender Date (the **"Cobo Arena Holdover Period"**); (3) rescind the Eviction Notices; and (4) terminate all of their respective rights and obligations under the Original Lease and Original Parking Agreement and provide for a mutual release with respect to the Original Lease and the Original Parking Agreement and all obligations thereunder and all matters involving, arising out of, or in connection therewith, upon the terms and conditions herein.

NOW THEREFORE, in consideration of the foregoing, the mutual undertakings and benefits to accrue to the parties and to the public, including the recitals set forth above which are incorporated herein as binding terms of this Agreement, the sum of Ten Dollars (\$10.00) in hand paid, and for other good and valuable consideration, and in full settlement of any and all claims involving, arising out of, or in connection with, the Original Lease and the Original Parking Agreement, the

receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Surrender of Cobo Arena.** Olympia surrendered Cobo Arena to the City on or before the Surrender Date, and the City has accepted (and will use best efforts to cause DRCFA to accept) Cobo Arena in its then "AS-IS" AND "WHERE IS" physical and environmental condition, without any obligation by Olympia or the Red Wings to perform any maintenance, repairs or alterations thereto; provided, however, Olympia had the right and exercised its right to remove its trade fixtures, furnishings, personal property and equipment situated in Cobo Arena, including, without limitation, all kitchen equipment on or before the Surrender Date. The City acknowledges that neither Olympia nor the Red Wings, nor their respective officers, directors, employees or agents, has made any express representation or warranty regarding the physical or environmental condition of Cobo Arena including, without limitation, the presence or absence of asbestos or any hazardous or toxic substances or materials, and that no such representation or warranty shall be implied by law. The City agrees that neither Olympia nor the Red Wings had and/or shall have any obligation whatsoever to restore Cobo Arena to any condition which existed prior to the Surrender Date. The City further agrees that neither Olympia nor the Red Wings was and/or is obligated to remove any additions or alterations to Cobo Area.

2. **Mutual Acknowledgement and Consent.**

(a) Notwithstanding any provisions of the Original Lease or the Eviction Notices to the contrary, the City hereby consents to Olympia's continued occupancy of Cobo Arena during the Cobo Arena holdover Period. Notwithstanding any thing in the Original Lease and Eviction Notices to the contrary, Olympia's and the Red Wings' continued occupancy of the Riverfront Arena subsequent to the expiration date of June 30, 2010 contained in the Original Lease is agreed to and consented to by the City pursuant to the terms of the New Lease. Notwithstanding anything to the contrary in the Original Parking Agreement and Eviction Notice, Olympia's continued management of the Parking Facility subsequent to the termination date of June 30, 2010 contained in the Original Parking Agreement is agreed to and consented to by the City pursuant to the terms contained in the New Parking Agreement.

(b) The City hereby acknowledges and agrees that (i) all rent, additional rent, property taxes, sums and any and all other expenses, costs and charges due to City (and/or the City Parties, as

hereinafter defined) under the Original Lease and/or the Original Parking Agreement and/or arising from Olympia's and the Red Wing's use and occupancy of the Riverfront Arena, the Parking Facility and/or Cobo Arena have been paid or otherwise satisfied by Olympia and/or Red Wings, and (ii) all rent, additional rent, property taxes, sums and any and all other expenses, costs and charges due to City (and/or City Parties, as hereinafter defined) under the New Lease and/or the New Parking Agreement with respect to the period from the New Lease Commencement Date through the Agreement Date, including, without limitation, the payment of Rent (as defined in the New Lease), have been paid or otherwise satisfied by Olympia and/or the Red Wings.

(c) Olympia and the Red Wings hereby acknowledge and agree that (i) all payments, reimbursement of expenses and payment/reimbursement of fees on the part of the City to be paid by the City under the Original Lease and the Original Parking Agreement have been paid or otherwise satisfied by the City, and (iii) that all obligations on the part of the City with regard to payment, reimbursement of expenses and the City's obligation to pay Olympia the Management Fee (as defined in the New Parking Agreement) to be paid under New Lease and the New Parking Agreement with respect to the period from the New Lease Commencement Date through the Agreement Date have been paid or otherwise satisfied by the City, for any such fees or expenses incurred or accrued from the commencement of the New Parking Agreement through the Agreement Date.

(d) Upon the Agreement Date, [] shall pay the [] the sum of \$[], which the [] acknowledge and agree shall fully discharge [] with respect to any rent, payment, reimbursement, expense and cost of [] under the (i) Original Lease, Original Parking Agreement and under the New Lease and New Parking Agreement through the Agreement Date as reconciled and agreed to the parties to the Agreement.

(e) Olympia and the Red Wings hereby acknowledge and agree that neither shall have the right to receive the proceeds of any bonds of the City or the DRCFA for the costs of Maintenance, Repairs, or Improvements (as such terms are defined in the New Lease) to the Riverfront Arena or any other purpose related to the Riverfront Arena.

3. **Mutual Release.** (a) Notwithstanding any provision of the Original Lease, the Original Parking Agreement, The New Lease or the New Parking Agreement to the contrary, except for the obligations expressly set forth in this Agreement and

any third party personal injury death or property damage claims covered by any public liability and/or liquor liability insurance required to be maintained by Olympia under the terms of the Original Lease with respect to the Leased Premises and/or under the terms of the Original Parking Agreement with respect to the Parking Facility, (to the extent such claims arose during the period prior to the Surrender Date with respect to Cobo Arena or prior to the Agreement Date with respect to the Riverfront Arena and the Parking Facility, the City, on behalf of itself, the DBA and their respective elected officials, commissions, officers, directors, employees, agencies, departments, attorneys, agents, successors and assigns (collectively the "**City Parties**"), do hereby fully and forever release and discharge Olympia, the Red Wings and their respective officers, shareholders, directors, employees, members, agents, trustees, attorneys, subsidiaries, parents, affiliates, successors and assigns (collectively the "**Tenant Parties**"), from and against any and all claims of whatsoever kind or nature which have been or could have been asserted against the Tenant Parties whether known or unknown, involving, arising out of, relating to, or in connection with, in whole or in part, directly or indirectly: (i) the Original Lease and the Original Parking Agreement, including, with limitation, (A) any claim by the City Parties for the payment of any rent, charges, or other sums, expenses, costs, fees, property taxes due or alleged to be due now or hereafter under the Original Lease or the Original Parking Agreement by the Tenant Parties; (B) for the performance of any obligation on the part of the Tenant Parties to be performed under the Original Lease or the Original Parking Agreement; (C) any other matter involving, arising out of, relating to, or in connection with, the Original Lease and the Original Parking Agreement; (D) as of the Surrender Date, the physical or environmental condition of the Cobo Arena and any areas surrounding the Cobo Arena, and (E) as of the Agreement Date, the Riverfront Arena and Parking Facility and/or any areas surrounding to the Riverfront Arena and/or Parking Facility; and (ii) with respect to the period from the New Lease Commencement Date through the Agreement Date, the performance of any obligation under the New Lease and/or the New Parking Agreement by the Tenant Parties under the New Lease and/or the New Parking Agreement including, but not limited to, the payment of Rent under the New Lease.

(b) Notwithstanding any provision of the Original Lease, the Original Parking Agreement, the New Lease or the New Parking Agreement to the contrary,

except for the obligations set forth in this Agreement and for any third party personal injury, death or property damage claims covered by any public liability insurance required to be maintained by the City with respect to the Leased Premises, Parking Facility and/or the property surrounding the Leased premises and/or the parking Facility under the terms of the Original Lease and/or the Original Parking Agreement, respectively (to the extent such claims arose during the period prior to the Surrender Date with respect to Cobo Arena and prior to the Agreement Date with respect to the Riverfront Arena and the Parking Facility), Olympia and the Red Wings, on behalf of themselves and the Tenant Parties hereby fully and forever release and discharge the City Parties, from any claim whatsoever whether known or unknown for (i) the payment of any charge, costs, expense or sum due or alleged to be due now or hereafter under the Original Lease or the Original Parking Agreement by the City Parties, (ii) the performance of any other obligation on the part of the City Parties to be performed under the Original Lease, the Original Parking Agreement or any other matter involving, arising out of or relating to or in connection with, in whole or in part, directly or indirectly, the Original Lease and the Original Parking Agreement and (iii) with respect to the period from the New Lease Commencement Date through the Agreement Date, the performance of any obligation under the New Lease and/or the New Parking Agreement by the City Parties under the New Lease and/or the New Parking Agreement, including, but not limited to, the payment of the Management Fee (as defined in the New Parking Agreement Date) and all other reimbursable expenses under the New Parking Agreement for any such fees or expenses incurred or accrued from the commencement of the New Parking Agreement through the Agreement Date.

4. Rescission of Eviction Notices.

The City, on behalf of itself and the other City Parties, hereby rescinds the eviction Notices, which Eviction Notices are null and void and of no further force or effect, and the City shall dismiss with prejudice any and all actions commenced in connection therewith.

5. Covenant Not to Sue. (a) The City, on behalf of itself and the other City Parties covenants never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature against any of the Tenant Parties by reason of any and all claims involving, arising out of, relating to, or in connection with, in whole or in part, directly or indirectly, the Original Lease and the Original

Parking Agreement; provided, however, that commencement of litigation brought solely to enforce the obligations of Olympia or the Red Wings under this Agreement shall not be subject to this covenant.

(b) Olympia and the Red Wings, on behalf of themselves and the other Tenant Parties covenant never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature against the City Parties by reason of any and all claims involving, arising out of, relating to, or in connection with, in whole or in part directly or indirectly, the Original Lease and the Original Parking Agreement; provided, however, that commencement of litigation brought solely to enforce the obligations of the City under this Agreement shall not be subject to this covenant.

6. **Payment.** Olympia hereby agrees to pay the City the sum of Five Million, One Hundred and Seventy-Five Thousand Dollars (\$5,175,000) (the "**Release Payment**") payable in equal semi-annual installments over three years contemporaneously with the semi-annual payments of Rent under the New Lease commencing with the next payment of Rent due under the New Lease after the Agreement Date (provided, that if the New Lease is terminated or expires prior to the full payment of the Release Payment, then the remainder of the Release Payment shall become immediately due and payable). In the event that Olympia fails to pay any semi-annual installments of the Release Payment when due as set forth in this Section 6 and such failure continues for a period of fifteen (15) days after written notice from the City of such failure, then any remaining semi-annual installments of the Release Payment pursuant to this Section 6 plus fifteen percent (15%) of such remaining semi-annual installments shall become immediately due and payable as liquidated damages.

7. **Authority.** (a) The City represents and warrants to Olympia and the Red Wings that (i) it has the right, power and authority to enter into and perform its obligations under this Agreement (including, without limitation, the releases, waivers and covenants herein set forth and the granting to Olympia of the right to occupy and use Cobo Arena in the manner provided by this Agreement for the period between the Lease Expiration Date and the Surrender Date) and that no other consent of any person, corporation governmental agency or other party, including, without limitation, DRCFA, is necessary to execute or perform this Agreement, (ii) except for the Eviction Notices, no lawsuit is pending or threatened by any of City Parties with respect

to the Original Lease, the Original Parking Agreement, the Leased Premises and/or the Parking Facility.

(b) Olympia and the Red Wings, respectively, each represents and warrants to the City that (i) it has the right, power and authority to enter into and perform its obligations under this Agreement (including, without limitation, the releases, waivers and covenants herein set forth), and that no other consent of any person, corporation, governmental agency or other party is necessary to execute or perform this Agreement, (ii) no lawsuit is pending or threatened, by any of the Tenant Parties with respect to the Original Lease, the Original Parking Agreement, the Leased Premises and/or the Parking Facility.

8. **Miscellaneous.** (a) This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective heirs, successors and assigns.

(b) All of the representations, warranties, covenants and releases contained in this Agreement shall survive the termination of the Original Lease and the performance of this Agreement.

(c) This Agreement, the New Lease and the New Parking Agreement and any other documents executed by the parties in connection with such documents set forth the entire agreement between the parties with respect to the subject matter hereto and any prior writings or conversations are merged herein and extinguished.

(d) No amendment, alteration or other change to this Agreement shall be enforceable unless set forth in writing duly authorized and executed by both parties hereto.

(e) This Agreement and any amendment hereto may be executed in one or more counterpart, each of which shall be deemed in original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof to present any copy, copies or facsimiles signed by the parties to be charged.

(f) The headings of this Agreement are for convenience of reference only and shall not be deemed to affect the meaning of the provisions of this Agreement.

(g) This Agreement shall be governed and construed by the laws of the State of Michigan.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the City, Olympia, and the Red Wings by and through their duly authorized officers and representatives, have executed this Agreement on the dates stated below. This Agreement is deemed to be effective

upon the execution and exchange of the Agreement between the City, Olympia and the Red Wings (the "**Agreement Date**").

CITY OF DETROIT,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing agreement was acknowledged before me on the _____ day of _____, 2014, by _____, the _____ of the _____ Department of the **CITY OF DETROIT**, a Michigan Municipal corporation on behalf of the City.

Notary Public, Wayne County, Michigan
My commission expires: _____

OLYMPIA ENTERTAINMENT, INC.,
a Michigan corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing agreement was acknowledged before me on the _____ day of _____, 2014, by _____, the _____ of _____

OLYMPIA ENTERTAINMENT, INC., a Michigan corporation on behalf of the corporation.

Notary Public, Wayne County, Michigan
My commission expires: _____

DETROIT RED WINGS,
a Michigan Corporation

By: _____

Name: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing agreement was acknowledged before me on the _____ day of _____, 2014, by _____, the _____ of **DETROIT RED WINGS**, a Michigan corporation on behalf of the corporation.

Notary Public, Wayne County, Michigan
My commission expires: _____

Adopted as follows:
Yeas — Council Members Cushingberry, Jr., Jenkins, Leland, Spivey, and Tate — 5.

Nays — Council Members Benson, Castaneda-Lopez, Sheffield, and President Jones — 4.

RESOLUTION

By COUNCIL MEMBER BENSON:

WHEREAS, On February 4, 2014, this Honorable Body approved certain land transfers to the City of Detroit Downtown Development Authority to facilitate a certain catalyst development project as defined in section 1(g) of Public Act 197 of 1975, as amended; however, those land transfers otherwise approved thereby were expressly conditioned upon and subject to the resolution, and approval by this Honorable Body prior to April 1, 2014, of all issues relating to the use of the Joe Louis Arena by Olympia, including, without limitation, (i) an agreement relating to the satisfaction of all of Olympia's obligations under the Original Lease, including Olympia's payment of any amounts owing under the Original Lease, (ii) a new lease of Joe Louis Arena acceptable in form and substance to Olympia, the Detroit Red Wings, and the City, (iii) a new parking management agreement acceptable to all parties, and (iv) an agreement that provides that, upon the vacation of Joe Louis Arena by the Detroit Red Wings, the State of Michigan will, at the City's request, finance the demolition of Joe Louis Arena upon terms and conditions mutually agreeable to the City and the State.

WHEREAS, The requirement for an agreement relating to the satisfaction of all of Olympia's obligations under the Original Lease is satisfied by the Mutual Waiver and Release Agreement, the requirement for a new lease of Joe Louis Arena acceptable in form and substance to Olympia, the Detroit Red Wings, and the City is satisfied by the New Lease, and the requirement for a new parking management agreement acceptable to all parties satisfied by the New Parking Agreement.

WHEREAS, The requirement for an agreement that provides that, upon the

vacation of Joe Louis Arena by the Detroit Red Wings, the State of Michigan will, at the City's request, finance the demolition of Joe Louis Arena upon terms and conditions mutually agreeable to the City and the State will be satisfied by the Michigan Strategic Fund's approval of a Michigan Community Revitalization Program Economic Development Assistance Award of up to \$6 million for the demolition of Joe Louis Arena upon and subject to the terms and conditions set forth in the form of the Michigan Strategic Fund resolution attached as Exhibit D.

NOW THEREFORE BE IT

RESOLVED, That the express conditions to the land transfers to the City of Detroit Downtown Development Authority approved on February 4, 2014 by this Honorable Body to facilitate a certain catalyst development project as defined in section 1(g) of Public Act 197 of 1975, as amended, are hereby deemed satisfied.

Exhibit D

Michigan Community Revitalization
Program Economic Development
Assistance Award

**Michigan Economic Development
Corporation**

March 5, 2014

Dear Mayor Duggan:

The Detroit City Council adopted a resolution on February 4, 2014 approving certain land transfers by the City of Detroit and the Economic Development Corporation of the City of Detroit to the City of Detroit Downtown Development Authority which are necessary for the completion of the Events Center Project. The resolution provided that certain issues relating to the use of the Joe Louis Arena (JLA) by Olympia Entertainment, Inc. must be satisfied prior to April 1, 2014 in order for the transfers to take place. One of the conditions to the City's approval of such land transfers in an agreement that upon the vacation of the JLA by the Detroit Red Wings, the State of Michigan will, at the City's request, finance the demolition of the JLA upon terms and conditions mutually agreeable to the City and the State.

On March 25, 2014, the Board of Directors of the Michigan Strategic Fund (MSF) will consider adoption of a resolution for the approval of a Michigan Community Revitalization Program Economic Development Assistance Award for the JLA Redevelopment Project. The form of this resolution is attached to this letter. The Michigan Economic Development Corporation (MEDC) will recommend to the MSF Board the approval of the Economic Assistance Award and the attached resolution. The proposed Economic Assistance Award is estimated not to exceed \$6,000,000 based on a prelimi-

nary estimate provided by the Detroit Economic Growth Corporation (DEGC) of the JLA demolition costs and may only be used to finance the eligible costs for the demolition of the JLA after the Detroit Red Wings relocate to the new Events Center. As a condition to the funding of the award, the City or its designee will be required to submit an application for the Economic Assistance Award in compliance with the guidelines of the Michigan Community Revitalization Program and Section 90b of the Michigan Strategic Fund Act and satisfy certain other conditions as described in the attached resolution.

The MEDC looks forward to continuing to work in good faith with the City of Detroit, the DEGC and Olympia Development of Michigan towards the successful completion of the new Events Center and the redevelopment of the JLA property.

Sincerely,

MICHAEL A. FINNEY
President and CEO
Michigan Economic Development
Corporation

Detroit City Council
Kevyn Orr, Emergency Manager
George Jackson, DEGC
Brian Holdwick, DEGC
Mark Morante, MEDC
Joseph Martin, MEDC
Karla Campbell, MSF Fund Manager

**MICHIGAN STRATEGIC FUND
RESOLUTION 2014
APPROVAL OF A MICHIGAN
COMMUNITY REVITALIZATION
PROGRAM ECONOMIC ASSISTANCE
AWARD FOR JOE LOUIS ARENA
REDEVELOPMENT PROJECT**

WHEREAS, The Michigan legislature amended the Michigan Strategic Fund Act, Act 270 of 1984, as amended, MCL 125.2011 et. seq., to add Chapter 8C (being MCL 125.2090a - MCL 125.2090d, as later amended) to enable the Michigan Strategic Fund ("MSF") to create and operate the Michigan Community Revitalization Program ("MCRP") to provide incentives in the form of grants, loans and other economic assistance for redevelopment of communities in Michigan;

WHEREAS, The Michigan Economic Development Corporation ("MEDC") provides administrative services to the MSF for the MCRP;

WHEREAS, On December 21, 2011, by Resolution 2011-185, the MSF (i) created the MCRP, (ii) adopted the guidelines for the MCRP, as later amended ("Guidelines"), and (iii) approved the MSF Fund Manager to negotiate the final terms and conditions of the written agreements to be used to memorialize MCRP awards on the MSF's behalf in accordance with the Guidelines ("Transaction Documents");

WHEREAS, The Guidelines require

that MCRP awards over \$1 million must be approved by the MSF Board;

WHEREAS, the MSF, MEDC and the City of Detroit Downtown Development Authority ("*Detroit DDA*") have been working with Olympia Development of Michigan, LLC ("*ODM*") on a public-private partnership for the construction of a multi-purpose 18,000 seat events center to be located in the City of Detroit which will serve as the new home arena of the Detroit Red Wings and as a year-round venue for a wide range of sports and entertainment events (the "*Events Center Project*");

WHEREAS, On July 15, 2013 the MSF (i) adopted an inducement resolution in the amount of \$450,000,000 for the issuance of bonds to finance the construction of the Events Center Project and (ii) approved a request from the Detroit DDA as required by the Downtown Development Authority Act, Act 197 of 1975, as amended, to amend the Detroit DDA's development plan to incorporate a "catalyst development project plan" relating to the Events Center Project;

WHEREAS, The City Council of the City of Detroit (the "*City*") adopted a resolution on February 4, 2014 approving certain land transfers by the City of Detroit and the City of Detroit Economic Development Corporation to the Detroit DDA which are necessary for the Events Center Project, provided that certain issues relating to the use of the Joe Louis Arena (JLA) by Olympia Entertainment, Inc. are satisfied and approved by the Detroit City Council prior to April 1, 2014;

WHEREAS, One of the conditions to the City's approval of such land transfers is an agreement that, upon the vacation of the JLA by the Detroit Red Wings, the MSF will, at the City's request, finance the demolition of the JLA upon terms and conditions mutually agreeable to the City and the MSF;

WHEREAS, In order to satisfy the City's condition to such land transfer as specified above, the MSF desires to provide economic assistance through an MCRP award in an amount presently estimated not to exceed \$6,000,000 (the "*Economic Assistance Award*") to finance the demolition of the JLA in connection with the redevelopment of the JLA property (the "*JLA Redevelopment Project*") after the Detroit Red Wings relocate to the new Events Center;

WHEREAS, The Guidelines for the MCRP require that the applicant must submit to the MSF an application (the "*Application*") for community revitalization incentives for eligible investments on eligible property in accordance with the requirements of Section 90b of the Michigan Strategic Fund Act;

WHEREAS, The City is not able to file an Application for the Economic

Assistance Award because the redevelopment plans and the corresponding project pro-forma have not yet been determined;

WHEREAS, This Board desires to delegate to the MSF Fund manager and the MSF President, in consultation with legal counsel and other MSF and MEDC staff, the authority to make such findings as required to determine if the JLA Redevelopment Project complies with the Guidelines and Section 90b of the Michigan Strategic Fund Act; and

WHEREAS, MEDC staff recommends that the MSF approve the Economic Assistance Award, subject to satisfaction of the conditions set forth in this resolution ("*MCRP Award Recommendation*");

NOW THEREFORE BE IT

RESOLVED BY THE MSF BOARD:

1. Subject to satisfaction of the conditions precedent set forth below, the MSF Board approves the MCRP Award Recommendation for the JLA Redevelopment Project in the amount of \$6,000,000 and directs the MSF Fund Manager to reserve \$6,000,000 of MCRP funds for the JLA Redevelopment Project. The MSF Fund Manager and the MSF President may jointly approve an increase in the amount of the Economic Assistance Award based on the final JLA Redevelopment Project budget, provided that the Economic Assistance Award shall not exceed the lesser of (i) the costs of demolition of the JLA, (ii) 25% of the eligible investment for the JLA Redevelopment Project, and (iii) \$10,000,000. The Economic Assistance Award, and any increase is subject to termination of funding by the State of Michigan legislature or government. The Economic Assistance Award shall not be disbursed unless the following conditions precedent have been satisfied:

A. The City of any other person acceptable to the City and the MSF Fund Manager (the "*Applicant*") shall submit to the manager of the Brownfield Program and MCRP, an Application and all required attachments for the Economic Assistance Award for the JLA Redevelopment Project not later than six months after the date that the Detroit Red Wings vacate the JLA (the "*Events Center Commencement Date*"). The Application shall comply with the Guidelines and the Michigan Strategic Fund Act and include a description of the eligible property to be financed and a minimum eligible investment for the JLA Redevelopment Project of at least \$24,000,000 of hard costs. If the eligible investment for the redevelopment plan of the JLA property will be less than \$24,000,000, the Economic Assistance Award shall be reduced to an amount not greater than 25% of the projects eligible investment. The Application shall include documentation establishing that the pro-

ject is located on eligible property and a project description that includes a project pro forma. The Manager of the Brownfield Program and MCRP shall review the Application and determine that the Application satisfies the Guidelines.

B. The Economic Assistance Award shall be used solely to finance the costs of demolition of the JLA. The contracts related to the demolition and the project budget for the demolition of the JLA, and any modifications thereto, shall be approved by the Manager of the Brownfield Program and MCRP. The final amount of the Economic Assistance Award shall not exceed the costs of demolition of the JLA as determined by the final budget approved by the MSF Fund Manager with the Application. The Economic Assistance Award shall be paid to the Applicant at the time of the execution of the contracts related to the demolition or pursuant to the payment schedules set forth in such contracts.

C. The City and Detroit Brownfield Redevelopment Authority ("DBRA") shall adopt a brownfield redevelopment plan and submit a work plan to the MCRP, each satisfactory to the MSF Fund Manager and the MSF President in connection with the JLA Redevelopment Project pursuant to the Brownfield Redevelopment Act, Public Act 381 of 1996, as amended ("Act 381"), and the DBRA shall enter into a reimbursement agreement with the MSF wherein the DBRA agrees to reimburse the amounts advanced by the MSF under the Economic Assistance Award to fund eligible costs of the JLA Redevelopment Project as permitted by Act 381, provided that the reimbursement obligation of the DBRA shall be limited to the tax increment revenues captures by the DBRA relating to the JLA Redevelopment Project.

D. The Events Center shall be completed and the Detroit Red Wings shall have commenced occupancy of the Events Center in accordance with the concession and management agreement relating to the Events Center among Detroit DDA, ODM and Detroit Red Wings, Inc.

E. The City shall complete an RFP process for the JLA Redevelopment Project which sets forth a redevelopment plan for a taxable commercial purpose consistent with the surrounding area, including but not limited to Cobo Hall. The MSF Fund Manager, in coordination with MEDC Staff, shall designate a representative to participate in the evaluation of all proposals for redevelopment of the JLA. The redevelopment plan shall demon-

strate an ability to complete the redevelopment of the JLA and the required eligible investments within five (5) years after the Events Center Commencement Date.

F. The MSF shall enter into an agreement with the Applicant in form satisfactory to the MSF Fund Manager setting forth the terms and conditions of the Economic Assistance Award as required by this resolution, the Guidelines and the Michigan Strategic Fund Act (the "Funding Agreement"). The Funding Agreement shall specify that, in addition to the reimbursement obligations of the DBRA under the brownfield reimbursement agreement as described above, the Applicant shall be subject to a penalty and shall repay all amounts advanced under the Economic Assistance Award if any proceeds of the Economic Assistance Award are (i) used for development of a stadium, arena or casino as prohibited by Section 88c3 of the Michigan Strategic Fund Act or (ii) not used for demolition of the JLA.

2. Subject to compliance with paragraph 1 above, the MSF Fund Manager, in coordination with MEDC Staff, is authorized to negotiate the final term and conditions of, and sign, the Funding Agreement and any other Transaction Documents necessary to effectuate the MCRP Award Recommendation.

3. If the Funding Agreement and any other Transaction Documents for the Economic Assistance Award are not executed and delivered within twelve months after the Events Center Commencement Date ("Time Period"), then this Resolution shall have no effect; provided however, at the sole discretion of the MSF Fund Manager, the Time Period may be extended for up to an additional 180 days.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, and Spivey — 6.

Nays — Council Members Sheffield, Tate, and President Jones — 3.

And the Council then adjourned.

BRENDA JONES
President

JANICE M. WINFREY,
City Clerk

(All resolutions and/or ordinances except Resolutions of Testimonial or In Memoriam, are generally in the name of the Council Member who was chairperson of the day of the City Council Meeting on which the resolution was introduced.)

CITY COUNCIL

(REGULAR SESSION)

(All action of the City Council appearing herein is subject to reconsideration and/or approval of the Mayor.)

Detroit, Tuesday, April 1, 2014

Pursuant to adjournment, the City Council met at 10:00 A.M., and was called to order by the President Brenda Jones.

Present — Council Members Benson, Castaneda-Lopez, Cushingberry, Leland, Sheffield, and President Jones — 6.

There being a quorum present, the City Council was declared to be in session.

The Journal of the Session of March 18, 2014 was approved.

Invocation Given By:
Reverend Dr. Tellis J. Chapman
Galilee Missionary Baptist Church
5251 East Outer Drive
Detroit, Michigan 48234

Council Members Jenkins, Spivey and Tate entered and took their seats.

The Council then adjourned to reconvene at the Call of the Chair.

Pursuant to recess, the Council met at 11:05 a.m. and called to order by Council President Brenda Jones.

Present — Council Members Benson, Castaneda-Lopez, Cushingberry, Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

There being a quorum present, the City Council was declared to be in session.

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) WERE REFERRED TO THE BUDGET, FINANCE AND AUDIT STANDING COMMITTEE:
BUDGET DEPARTMENT

1. Submitting report relative to Responses to Questions on the General Fund Appropriations as of December 31, 2013 dated March 3, 2014.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:
FINANCE DEPARTMENT/PURCHASING DIVISION

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2867566** — 100% City Funding — To

Provide New Tires for Passenger, Light Duty and Commercial Vehicles — Contract Period: November 1, 2012 through October 31, 2014 — Original Department Estimate: \$600,000.00 — Requested Department Increase: \$150,000.00 — Total Contract Estimated Expenditure to: \$750,000.00 — Total Expended on Contract: \$579,635.91 — Detailed Reason for Increase: To Add Funds for the Purchase of New Tires for Passenger, Light Duty and Commercial Vehicles — Company: Trader Ray Tire Center — Location: 2272 East Jefferson, Detroit, MI 48207. **(This is a Contract Increase — The Contract Period Remains the Same).** **GENERAL SERVICES.**

2. Please be advised that the Contract submitted on Thursday, February 27, 2014 for the City Council Agenda of March 4, 2013 has been amended as follows:

Submitted as:

Contract No. 2814376 — 100% State Funding — To Provide Closed Circuit Security Equipment — Company: Detroit Electrical Services (DES) — Location: 1551 Rosa Parks Blvd., Detroit, MI 48216 — Contract Period: May 1, 2010 through April 30, 2015 — Contract Increase: \$241,500.00 — Contract Amount Not to Exceed: \$2,317,887.00. **General Services.**

Should read as:

Contract No. 2814376 — 100% Federal Funding — To Provide Closed Circuit Security Equipment — Company: Detroit Electrical Services (DES) — Location: 1551 Rosa Parks Blvd., Detroit, MI 48216 — Contract Period: May 1, 2010 through April 30, 2015 — Contract Increase: \$241,500.00 — Contract Amount Not to Exceed: \$2,317,887.00. **General Services.**

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:
FINANCE DEPARTMENT/PURCHASING DIVISION

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2867566** — 100% City Funding — To provide New Tires for Passenger, Light Duty and Commercial Vehicles — Contract period: November 1, 2012 through October 31, 2014 — Original department estimate: \$600,000.00 — Requested department increase: \$150,000.00 — Total contract estimated

expenditure to: \$750,000.00 — Total expended on contract: \$579,635.91 — Detailed reason for increase: To add funds for the purchase of new tires for passenger, light duty and commercial vehicles — Company: Trader Ray Tire Center, Location: 2272 East Jefferson, Detroit, MI 48207. *(This is a Contract Increase — The Contract Period Remains the Same).*

General Services.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE:

BUILDINGS SAFETY ENGINEERING AND ENVIRONMENTAL DEPARTMENT

1. Submitting report relative to Petition of Detroit Riverfront Conservancy (#151), request to host the "2014 River Days Festival" located on the Riverwalk from Port Authority to Milliken Park on June, 20-22, 2014 from 11:00 a.m. to 11:00 p.m.; on June 20th & June 21st and from 11:00 a.m. to 10:00 p.m. on June 22nd. (The Buildings Safety Engineering and Environmental Department reports that the Petitioner is required to secure a temporary use of land permit, an inspection of electrical work and is required to comply with Ordinance 503-H. (Awaiting reports from Mayor's Office, DPW — City Engineering Division, Business License Center, Police and Fire Departments.)

DETROIT PUBLIC LIBRARY

2. Submitting reso. and ballot proposal approved by the Detroit Library Commission on March 18, 2014 for the millage renewal of the Detroit Public Library. (The Detroit Library Commission seeks a renewal of funding by placing the proposition, Renew 4.00 mills on the August 5, 2014 ballot.)

RECREATION DEPARTMENT

3. Submitting report relative to Petition of Mexican Patriotic Committee of Metro Detroit (#128), request to host the "Cinco De Mayo Parade" on May 4, 2014 from 12:00 p.m. to 2:00 p.m., starting at Patton Park and ending at Clark Park. (The Recreation Department APPROVES this petition provided that conditions are met. Awaiting reports from Mayor's Office and Police Department.)

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE:

1. Submitting reso. autho. Proposed Land Transfer. (This proposed resolution is for the City to transfer all City owned parcels of land that include a residential structure to the Detroit Land Bank Authority. The Detroit Land Bank Authority will effectuate demolition of those in Hardest Hit Fund (HHF) areas or auction for sale those in salvageable condition.)

2. Submitting reso. autho. Proposed Detroit Land Bank Authority Demolition. (This proposed resolution is for the City to delegate and authorize to the Detroit Land Bank Authority, on a non-exclusive basis, the authority to demolish structures in any demolition project, provided that the demolition has been duly and properly approved by all necessary and appropriate City procedures and that the Detroit Land Bank Authority will bear all associated costs.)

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE TO BE REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE: **FINANCE DEPARTMENT/PURCHASING DIVISION**

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2890213** — 100% Federal (CDBG) Funding — Notification of Emergency Procurement as Provided by Ordinance No. 15-00 — Please be advised of an Emergency Procurement as follows: Description of Procurement: Demolition of 3307-35 Grand River, A.K.A. 3300 Trumbull — Basis for the Emergency: Dangerous Buildings — Basis for Selection of Contractor: Lowest Acceptable Bidder — Contractor: DMC Consultants, Inc. — Location: 13500 Foley, Detroit, MI 48227 — Contract Amount: \$4,525.00. **(Emergency Occurred on March 1, 2014.) BSE&ED.**

2. Submitting reso. autho. **Contract No. 2890438** — 100% Federal (CDBG) Funding — Notification of Emergency Procurement as Provided by Ordinance No. 15-00 — Please be advised of an Emergency Procurement as follows: Description of Procurement: Demolition of 2416 Monterey — Basis for the Emergency: Dangerous Buildings — Basis for Selection of Contractor: Lowest Acceptable Bidder — Contractor: Brown

Environmental Construction — Location: 2389 E. Outer Drive, Detroit, MI 48234 — Contract Amount: \$7,000.00. (**Emergency Occurred on March 11, 2014.**) **BSE&ED.**

3. Submitting reso. autho. **Contract No. 2832603** — 100% City Funding — To Provide Management Fee and Reimbursable Expenses for: Cultural Center Garage, Eastern Market Garage, Ford Underground Garage, Premier Underground Garage and Millennium Garage — Company: Park Rite Detroit LLC — Location: 1426 Times Square, Detroit, MI 48226 — Contract Period: January 1, 2011 through December 31, 2014 — Contract Amount: \$7,499,520.00. Time Extension Only, No Additional Funding Needed. **Municipal Parking.**

4. Submitting reso. autho. **Contract No. 2884366** — 100% City (Metro) Funding — PW-7591 — To Provide Repair of Tree-Root Damaged Sidewalks and Driveways — **Eastside:** Company — Giorgi Concrete, LLC — Location: 20450 Sherwood, Detroit, MI 48234-2929 — Contract Period: Upon City Council Approval and Emergency Manager Approval through December 31, 2016 — Contract Amount: \$982,490.00. **Public Works.**

5. Submitting reso. autho. **Contract No. 2884369** — 100% City (Metro) Funding — PW-7592 — To Provide Repair of Tree-Root Damaged Sidewalks and Driveways — **Westside:** Company — Giorgi Concrete, LLC — Location: 20450 Sherwood, Detroit, MI 48234-2929 — Contract Period: Upon City Council Approval and Emergency Manager Approval through December 31, 2016 — Contract Amount: \$1,125,285.00. **Public Works.**

6. Submitting reso. autho. **Contract No. 2886923** — 100% City (Street) Funding — PW-6964 — To Provide Bituminous Surface Removal, Curb, Sidewalk and American of Disability Act (ADA) Ramp Replacement and Related Work (Milling) — Company — Giorgi Concrete, LLC/Major Cement Co., Inc., A Joint Venture — Location: 20450 Sherwood, Detroit, MI 48234-2929 — Contract Period: Upon City Council Approval and Emergency Manager Approval through December 31, 2016 — Contract Amount: \$5,453,707.47. **Public Works.**

7. Submitting reso. autho. **Contract No. 2850060** — 100% City Funding — To Provide an Extension of Contract for Waste Removal and Disposal Services for a Six (6) Month Period from March 15, 2014 through September 14, 2014 to Allow for Service and Processing of a New Contract — Company: Birks Works Environmental — Location: 19719 Mt. Elliott, Detroit, MI 48234 — Contract Amount: \$573,095.00. (No Additional Funds Needed.) (**This is a Contract**

Extension for Six (6) Months.) Transportation.

8. Submitting reso. autho. **Contract No. 2809078** — 80% Federal, 20% State Funding — To Provide Coach, OEM Parts — Original Department Estimate: \$6,000,000.00 — Requested Department Increase: \$600,000.00 — Total Contract Estimated Expenditure to: \$6,600,000.00 — Total Expended on Contract: \$5,994,500.21 — Detailed Reason for Increase: Estimated Expenditure Needed for Additional Parts Required to Repair Coaches — Company: New Flyer Industries — Location: 25 Debaets Street, Winnipeg, Manitoba R2J4G5. (**This is a Contract Increase Only — The Contract Period Remains the Same.**) **Transportation.**

9. Please be advised that the Contract submitted on Thursday, December 19, 2013 for the City Council Agenda of January 7, 2014 has been amended as follows:

Submitted as:

Contract No. 2869348 — 100% City Funding — To Provide Five-Yard Dump Trucks — RFQ. #44824 — Company: Jorgensen Ford Sales, Location: 8333 Michigan Ave., Detroit, MI 48210 — Quantity (2) — Unit Price: \$110,471.00/Each — Lowest Bid — Contract Amount: \$220,942.00. **Public Works.**

Should read as:

Contract No. 2890799 — 100% City Funding — To Provide Five-Yard Dump Trucks — RFQ. #44824 — Company: Jorgensen Ford Sales, Location: 8333 Michigan Ave., Detroit, MI 48210 — Quantity (2) — Unit Price: \$110,471.00/Each — Lowest Bid — Contract Amount: \$220,942.00. **Public Works.**

10. Please be advised that the Contract submitted on Thursday, March 20, 2014 for the City Council Agenda of March 25, 2014 has been amended as follows:

Submitted as:

Contract No. 2825502 — 100% City Funding — To Provide Administrative Project Assistance which Includes Planning, Implementation, Monitoring and Reporting Assistance with Michigan Public Act 295 Energy Optimization Program for the Department — Contractor: Walker-Miller Energy Services, LLC — Location: 2990 West Grand Boulevard, Suite 310, Detroit, MI 48202 — Contract Period: July 1, 2013 through July 1, 2014 — Contract Amount: Original Amount: \$599,227.00, Increase Amount: \$150,000.00, Total amount: \$749,227.00. **Public Lighting. (This is a Contract Renewal).**

Should read as:

Contract No. 2825502 — 100% City Funding — To Provide Administrative

Project Assistance which Includes Planning, Implementation, Monitoring and Reporting Assistance with Michigan Public Act 295 Energy Optimization Program for the Department — Contractor: Walker-Miller Energy Services, LLC — Location: 2990 West Grand Boulevard, Suite 310, Detroit, MI 48202 — Contract Period: July 1, 2013 through July 1, 2014 — Contract Amount: Original Amount: \$449,227.00. — Increase Amount: \$150,000.00. — Total Amount: \$599,227.00. **Public Lighting. (This is a Contract Renewal).**

11. Please be advised that the Contract submitted on Thursday, March 13, 2014 for the City Council Agenda of March 18, 2014 has been amended as follows:

Submitted as:

Contract No. 2805507 — 100% City Funding — To Provide Normal and Emergency HVAC Repairs — Company: Walker's Heating and Cooling — Location: 15921 W. 8 Mile Road, Detroit, MI 48235 — Contract Period: February 1, 2014 through January 31, 2015 — Potential Cost Savings: \$220,590.30 — Original Contract Amount: \$6,827,209.00 — No Additional Funds Needed. **(Renewal of Existing Contract — Original Contract Expired January 31, 2014.) Transportation.**

Should read as:

Contract No. 2805507 — 100% Federal (ARRA) Funding — To Provide Normal and Emergency HVAC Repairs — Company: Walker's Heating and Cooling — Location: 15921 W. 8 Mile Road, Detroit, MI 48235 — Contract Period: February 1, 2014 through January 31, 2015 — Potential Cost Savings: \$220,590.30 — Original Contract Amount: \$6,827,209.00 — No Additional Funds Needed. **(Renewal of Existing Contract — Original Contract Expired January 31, 2014.) Transportation.**

12. Please be advised that the Contract submitted on Thursday, February 13, 2014 for the City Council Agenda of February 18, 2014 has been amended as follows:

Submitted as:

Contract No. 2883536 — 80% Federal Funding, 20% State Funding — Change Order No. #1 — To Provide Transportation Services for JARC/New Freedom Program — Company: Wrightway Transportation — Location: 672 Woodbridge, Suite #2, Detroit, MI 48226 — Contract Period: October 31, 2013 through October 31, 2016 — Contract Amount Not to Exceed: \$1,180,000.00. **(This amendment is to request an addition to the scope of services (First Amended Exhibit A). A client is a person qualified by the City of Detroit's Department of Transportation Staff as an eligible rider. The City of Detroit's Department of Transportation is solely responsible for determining riders'**

eligibility for the Services. The original contract was approved by City Council on November 26, 2013; there is no change in money or time.) Transportation.

Should read as:

Contract No. 2882989 — 80% Federal Funding, 20% State Funding — Change Order No. #1 — To Provide Transportation Services for JARC/New Freedom Program — Company: Wrightway Transportation — Location: 672 Woodbridge, Suite #2, Detroit, MI 48226 — Contract Period: October 31, 2013 through October 31, 2016 — Contract Amount Not to Exceed: \$1,180,000.00. **(This amendment is to request an addition to the scope of services (First Amended Exhibit A). A client is a person qualified by the City of Detroit's Department of Transportation Staff as an eligible rider. The City of Detroit's Department of Transportation is solely responsible for determining riders' eligibility for the Services. The original contract was approved by City Council on November 26, 2013; there is no change in money or time.) Transportation.**

13. Please be advised that the Contract submitted on Thursday, December 12, 2013 for the City Council Agenda of December 16, 2013 has been amended as follows:

Submitted as:

Contract No. 2501040 — 100% City Funding — To Provide an Amendment to a Maintenance Agreement for Trapeze Software Including Integrated Fixed-Route Paratransit, Scheduling, Customer Information Systems, IVR Fixed-Route Info-Web, Info-Kiosk — Company: Trapeze Software Group, Inc. — Location: 8360 East Via De Ventura, Suite L-200, Scottsdale, AZ — Contract Period: Upon City Council Approval through December 12, 2014 — Contract Increase: \$1,096,107.00 — Contract Amount Not to Exceed: \$5,007,740.00. **Transportation.**

Should read as:

Contract No. 2501040 — 100% City Funding — To Provide an Amendment to a Maintenance Agreement for Trapeze Software Including Integrated Fixed-Route Paratransit, Scheduling, Customer Information Systems, IVR Fixed-Route Info-Web, Info-Kiosk — Company: Trapeze Software Group, Inc. — Location: 8360 East Via De Ventura, Suite L-200, Scottsdale, AZ — Contract Period: Upon City Council Approval through December 12, 2014 — Contract Increase: \$492,991.00 — Contract Amount Not to Exceed: \$5,500,731.00. **Transportation.**

AIRPORT DEPARTMENT

14. Submitting reso. autho. to Acquire Real Property from the School District of the City of Detroit, 10200 Erwin, Detroit, MI / 8096 Lynch Road, Detroit, MI. **(The City of Detroit through the Airport**

Department wishes to acquire certain real property at 10200 Erwin, Detroit, MI and 8096 Lynch Road, Detroit, MI.) **BUILDINGS, SAFETY ENGINEERING & ENVIRONMENTAL DEPARTMENT**

15. Submitting report in response to request for **DEFERRAL OF DEMOLITION ORDER** on property located at 1651 Edison. (A special inspection on March 13, 2014 revealed the building is secured and appears to be sound and repairable. Therefore it is recommended that the demolition order be DEFERRED for a period of three months subject to conditions of order.)

16. Submitting report relative to response to **DEMOLITION ORDER** for property located at 1576 Alter. (A recent inspection on February 10, 2014 revealed that the building is vacant and open to trespass or not maintained; therefore it is recommended to **PROCEED WITH DEMOLITION** as originally ordered.)

17. Submitting report relative to response to **DEMOLITION ORDER** for property located at 4553 Bangor. (A recent inspection on February 10, 2014 revealed that the building is vacant and open to trespass or not maintained; therefore it is recommended to **PROCEED WITH DEMOLITION** as originally ordered.)

18. Submitting report relative to response to **DEMOLITION ORDER** for property located at 829 W. Grand Blvd. (A recent inspection on February 11, 2014 revealed that the building is vacant and open to trespass or not maintained; therefore it is recommended to **PROCEED WITH DEMOLITION** as originally ordered.)

19. Submitting report relative to response to **DEMOLITION ORDER** for property located at 577 Lakewood. (A recent inspection on February 12, 2014 revealed that the building is vacant and open to trespass or not maintained; therefore it is recommended to **PROCEED WITH DEMOLITION** as originally ordered.)

20. Submitting report relative to response to **DEMOLITION ORDER** for property located at 6145 Lonyo. (A recent inspection on February 10, 2014 revealed that the building is vacant and open to trespass or not maintained; therefore it is recommended to **PROCEED WITH DEMOLITION** as originally ordered.)

21. Submitting report relative to response to **DEMOLITION ORDER** for property located at 1401 Rivard (a.k.a 1440 Chrysler. (A recent inspection on February 10, 2014 revealed that the building is vacant and open to trespass or not maintained; therefore it is recommended to **PROCEED WITH DEMOLITION** as originally ordered.)

22. Submitting report relative to Petition of Jonathan Witz & Associates (#150), request to host the "Motor City Hoops Classic" located in General Motors Parking lots on June 7-8, 2014 from 8:00 a.m. to 6:00 p.m. each day. (The Buildings, Safety Engineering and Environmental Department reports that the Petitioner is required to secure a temporary use of land permit, an inspection of electrical work and is required to comply with Ordinance 503-H. AWAITING REPORTS FROM MAYOR'S OFFICE, DPW-CITY ENGINEERING DIVISION, BUSINESS LICENSE CENTER, POLICE AND FIRE DEPARTMENTS.)

PUBLIC WORKS DEPARTMENT / CITY ENGINEERING DIVISION

23. Submitting report relative to Petition of Hadada Property LLC (#2114), requesting permanent alley closure of properties abutting alley-way behind 20585 Joann, 20584 Fairport and 13042 E. Eight Mile Road. (The DPW-City Engineering Division, City Departments and privately owned utility companies have reported no objections to the conversion of the public rights-of-way into a private easement for public utilities provided that conditions are met.)

24. Please be advised that the Contract submitted on Monday, March 6, 2014 for the City Council Agenda of March 11, 2014 has been amended as follows:

Submitted as:

Contract No. 2854364 — 100% Street Funding — To Provide a Contract Extension for Snow Removal Services (Loading and Hauling) not to exceed 120 days (four months) beginning January 1, 2014, (with an increase of \$300,000 to pay invoices on hand for services rendered and to address all future events) — Company: Boulevard and Trumbull Towing — Location: 2411 Vinewood, Detroit, MI 48216 — Total Estimated Cost: \$300,000.00. **Public Works.**

Should read as:

Contract No. 2854364 — 100% Street Funding — To Provide a Contract Extension for Snow Removal Services (Loading and Hauling) not to exceed 120 days (four months) beginning **January 1, 2015**, (with an increase of \$300,000 to pay invoices on hand for services rendered and to address all future events) — Company: Boulevard and Trumbull Towing — Location: 2411 Vinewood, Detroit, MI 48216 — Total Estimated Cost: \$300,000.00. **Public Works.**

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

VOTING ACTION MATTERS
NONE.

Council Member Cushingberry, Jr. left his seat.

**BUDGET, FINANCE, AND AUDIT
STANDING COMMITTEE**

**Finance Department
Purchasing Division**

March 13, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2821980 — 100% City Funding — Furnish Website Access on the Wayne County Register of Deeds Website. Original P.O. was \$150,000, no new funding is needed. This renewal is a Time Extension Only (expired December 31, 2013). New period January 1, 2014 — December 31, 2014 Par# 127 — Company: Wayne County Register of Deeds — Contract period: January 1, 2014 through December 31, 2014 — Contract amount: \$0.00. Time extension only. **Finance.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Castaneda-Lopez:

Resolved, That Contract No. 2821980 referred to in the foregoing communication dated March 13, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

**Finance Department
Purchasing Division**

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2672983 — 100% City Funding — PAR Renewal — Annual Software Maintenance Fees November 1, 2013 to October 31, 2014 — Company: CGI Technologies Inc., 11325 Random Hills Road Bridgewater Corp. Ctr., Fairfax, VA 22030 — Contract period: November 1, 2013 through October 31, 2014 — Contract amount: \$84,252.72. **Budget.**

This is a Contract Renewal — Contract expired on October 31, 2013.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Castaneda-Lopez:

Resolved, That Contract No. 2672983

referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

**Finance Department
Purchasing Division**

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2889936 — 100% City Funding — Notification of Emergency Procurement as provided by Ordinance No. 15-00 — Please be advised of an Emergency Procurement as follows: Description of procurement: ProtectMyID Elite 3B (Online/Offline Enrollment & Alerts) — Contractor: Experian Information Solutions Inc., 475 Anton Blvd., Costa Mesa, CA 92626 — Contract amount: \$52,000.00. **Citywide.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Castaneda-Lopez:

Resolved, That Contract No. 2889936 referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

**Finance Department
Purchasing Division**

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2879763 — 100% City Funding — To provide Accounting Services for Preparation of the City's 2013 CAFR — Contractor: Randy Lane, PC, CPA, 535 Griswold, Suite 111-607, Detroit, MI 48226 — Contract period: July 1, 2013 through June 30, 2014 — Contract increase: \$18,500.00, Contract amount not to exceed: \$208,500.00. **Finance.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Castaneda-Lopez:

Resolved, That Contract No. 2879763 referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — None.

Council Member Cushingberry, Jr. entered and took his seat.

INTERNAL OPERATIONS STANDING COMMITTEE

Finance Department Purchasing Division

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2838910 — 100% City Funding — Building Management Services at Madison Center, 36th District Court — Contractor: Limbach Company LLC, 926 Featherstone, Pontiac, MI 48342 — Contract period: March 1, 2011 through February 28, 2015 — Contract amount: \$4,020,876.00. No additional funds requested, time extension only. **General Services.**

Amendment to request extension of time only. Original contract approved by City Council June 14, 2011 for \$4,020,876.00.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Spivey:

Resolved, That Contract No. 2838910 referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Law Department

March 5, 2014

Honorable City Council:

Re: Tyrus Cummings vs. Roland Frederick, Mark Newton, Marvin Stribling, Reginald Dyas, William Jackson, Todd Messineo, and the City of Detroit. United States District Court Case No. 13-14772.

Representation by the Law Department of the City employees or officers listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We further recommend that

the City undertake to indemnify the Defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employees or Officers requesting representation: P.O. Mark Newton, Badge 2529; P.O. Marvin Stribling, Badge 403; P.O. Reginald Dyas, Badge 3522; P.O. William Jackson, Badge 6301, Sgt. Todd Messineo, Badge S-971.

Respectfully submitted,

CHARLES MANION

Supervising Assistant

Corporation Counsel

Approved:

MELVIN B. HOLLOWELL

Corporation Counsel

By Council Member Spivey:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit of Tyrus Cummings vs. Roland Frederick, Mark Newton, Marvin Stribling, Reginald Dyas, William Jackson, Todd Messineo, and the City of Detroit, United States District Court Case No. 13-14772: P.O. Mark Newton, Badge 2529; P.O. Marvin Stribling, Badge 403; P.O. Reginald Dyas, Badge 3522; P.O. William Jackson, Badge 6301; Sgt. Todd Messineo, Badge S-971.

Approved:

MELVIN B. HOLLOWELL

Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Law Department

March 5, 2014

Honorable City Council:

Re: Brandon Kenney vs. Jose Ortiz, Kevin Drury, Randolph Sturley, and the City of Detroit. Wayne County Circuit Court Case No. 13-008110 NO.

Representation by the Law Department of the City employee or officer listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendant arises out of or involves the performance in good faith of the official duties of such Defendant. We further recommend that the City undertake to indemnify the Defendant if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employee or Officer requesting representation: P.O. Kevin Drury, Badge 428.

Respectfully submitted,
CHARLES MANION
Supervising Assistant
Corporation Counsel

Approved:

MELVIN B. HOLLOWELL
Corporation Counsel

By Council Member Spivey:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employee or Officer in the lawsuit of Brandon Kenney vs. Jose Ortiz, Kevin Drury, Randolph Sturley, and the City of Detroit, Wayne County Circuit Court Case No. 13-008110 NO: P.O. Kevin Drury, Badge 428.

Approved:

MELVIN B. HOLLOWELL
Corporation Counsel

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Derek L. Brown, Khalilah Burt Gaston, Aaron Goodman and Sandra Yu to the Detroit Brownfield Redevelopment Authority-Community Advisory Committee, effective immediately, for a term ending June 30, 2014.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Maggie De Santis to the Detroit Building Authority, effective immediately, for a term ending on June 30, 2018.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Alton M. James to the City Planning Commission, effective immediately, for a term ending on February 14, 2015.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 1) per motions before adjournment.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Daniel R. Klinkert to the City Planning Commission, effective immediately, for a term ending on February 14, 2015.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 2) per motions before adjournment.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Christopher T. Jackson to the Detroit Building Authority, effective immediately, for a term ending on June 30, 2018.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 3) per motions before adjournment.

RESOLUTION APPOINTING MEMBERS TO THE HISTORIC DESIGNATION ADVISORY BOARD

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Victoria Byrd-Olivier, to the Historic Designation Advisory Board for a term ending February 14, 2015.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION APPOINTING MEMBERS TO THE HISTORIC DESIGNATION ADVISORY BOARD

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Melanie Bazil, Zenc Frances L. Fogel-Gilosin, and Robert Linn to the Historic Designation Advisory Board for a term ending February 14, 2016.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints G. Eric Winston to the Income Tax Board of Review, effective immediately, for a term ending on June 30, 2015.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 4) per motions before adjournment.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Alma Stallworth to the Board of Ethics, effective immediately, for a term ending on June 30, 2019.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — Council Member Jenkins — 1.

*WAIVER OF RECONSIDERATION (No. 5) per motions before adjournment.

RESOLUTION

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Gabriela Santiago-Romero to the Millennial Mayors Congress, effective immediately, for a term ending June 30, 2015.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 6) per motions before adjournment.

RESOLUTION APPOINTING MEMBERS TO THE OLYMPIA DEVELOPMENT OF MICHIGAN, LLC EVENT CENTER PROJECT NEIGHBORHOOD ADVISORY COUNCIL

By COUNCIL MEMBER SPIVEY:

RESOLVED, That the Detroit City Council hereby appoints Karissa M. W. Holmes, Freddie M. Lindsay-Payne, Toney Stewart, and Eric C. Williams to serve as Detroit City Council appointees to the Olympia Development of Michigan, LLC Event Center Project Neighborhood Advisory Council.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

City Planning Commission

February 17, 2014

Honorable City Council:

Re: Modification of Planned Development (PD) zoning district in the Elmwood Park #3 Urban Renewal area at 1300 McDougall Drive to allow for the construction of the 82-unit VOA Bradby Place Apartments (Recommending Approval).

The City Planning Commission (CPC) staff has received a site plan review application from Fusco, Schaffer and Pappas Inc, on behalf of Volunteers of America, for the review of a project in a PD (Planned Development) zoning district. The subject site is located south and west of Robert Bradby Drive and north of Lafayette Street. This review is different than that customarily followed in a PD district, because the property is also in an Urban Renewal area (Elmwood Park #3) and the Project Plan supports the PD where there is not a previously approved site plan — hence an ordinance is not required: Council action may be taken via resolution.

The initial CPC review of this development took place its October 3, 2013 meeting. The design of the project was substantially changed since the October presentation, addressing the aesthetics and to type and configuration in order that no more than a minor modification to the Elmwood Park Urban Renewal Plan would be required. These changes due in large part to the suggestions of Planning and Development Department (PDD). Two of the remaining members of the Elmwood Park Citizen's District Council reviewed the proposal on February 2, 2014.

PROPOSED DEVELOPMENT

In response to the various concerns raised when this matter was first presented to the CPC, the request was changed from a 65 unit, three-story apartment building and 20 units in 4 "cottage"/single-family four and six-unit attached one (1) story structures. The revised proposal is for a three (3) -story independent senior living apartment building with a mix of 55 one bedroom units and 27 two bedroom units for a total of 82 units, all for independent living for seniors.

The Elmwood Park 3 Urban Renewal Plan designates the site as medium density residential, where apartments and townhouses can be allowed. The plan as

revised provides 51 parking surface spaces (including 20 in carpools) for the apartments, for a ratio of 0.6 spaces/unit, which is an average between the requirements of the Development Plan (.33 cars/unit) and the Zoning Ordinance (.75 cars/unit). The parking lot has been consolidated and condensed to a smaller area to serve fewer cars from the initial proposal. The accessible parking is located adjacent to the drop off area, giving mobility to impaired residents and visitors easy and quick access to front door.

The entrance to the apartment building would be from the north-west. To the west of the site exists a public greenbelt with a walkway. Interior to the site and adjacent to the apartment building courtyard would be an open area of grass and trees with two (2) rain gardens. Substantial landscaping is shown on the southern edge of the site, screening the development from the existing residential to the south.

Access to the parking lot would be from Bradby Drive on the north. Access for services such as deliveries, emergency vehicles, rubbish removal and truck access are provided via the service entrance on the south side of the building. The total paving area has been significantly reduced from the last submission. The site is proposed to be enclosed with a five-foot tall, wrought-iron style fence. The gate at the entrance to the parking lot would be controlled via access cards.

The proposed buildings in this place of the development will occupy approximately 15% of the available land area, with a 42% Floor to Area Ratio (FAR). The building footprint area has been reduced substantially from the original submission, providing more open space on the site.

The proposed storm drainage system will be designed using "green infrastructure". Building roof and surrounding area storm water will be stored and treated at a series of rain gardens sized for the first-flush event, prior to being discharged to a conventional storm system. Entry-side parking and grade drainage will be served by catch basins furnished with traps. The storm water system will drain to the existing storm water outlet at the Northwest corner of the project site and be sized for the 10-year storm event per DWSD requirements.

The building is primarily clad in a red-dish brick with 8 inch horizontal hard-siding. The upper story units have balconies and the ground-floor units would have a small patio area. The drop-off area for the main entrance is covered. The roof-line from the rear was previously unbroken, but this has fortunately been revised to a flat roof with elevation changes. While the style of design does not match some of the adjacent developments it does match the high-rise tower to the west and structures in the greater area.

SURROUNDING DEVELOPMENT

To the north: multifamily residential, PD
To the south: multifamily residential, PD
To the east: multifamily residential, PD
To the west: multifamily residential high-rise, PD

APPROVAL CRITERIA

The following are the relevant site plan approval criteria from Sections 61-3-151 through 61-3-167, with staff analysis following in italics.

Sec. 61-3-152. Compliance with master plan. *The Master Plan designation is Medium Residential, which appears appropriate.*

Sec. 61-3-157. Surroundings.

All elements of the site:

(1) Shall be harmoniously and efficiently designed in relation to the topography, size, and type of lot and in relation to the topography of the surrounding neighborhood; and

(2) Shall be consistent, to the extent practicable, with the character of the adjacent sites and buildings and of the surrounding neighborhood. *The PDD feels that the modified design is more consistent than the previous proposal.*

Sec. 61-3-158. Open spaces, landscaping, screening, and buffering. The type, dimensions, and character of open spaces, landscaping, screening, and buffering shall enhance the design, character, use, and value of the property and abutting lands. *There appears to be an appropriate amount of open space and landscaping. The screening of the parking from the adjacent road has been addressed in part by a 30 inch high ever-green hedge.*

Sec. 61-3-160. Aesthetics. To the extent practicable, the type, dimensions, and character of open spaces, landscaping, earth berms, fencing, screening, buffering, signs, walls, and other site features shall be designed and located on the site so that the proposed development is aesthetically pleasing and harmonious with nearby existing or future developments. *The site features appear to be appropriate.*

The following are the relevant PD District design criteria from sections 61-11-15, with staff analysis following in italics.

(b) Scale, form, massing, and density. Scale, form, massing and density should be appropriate to the nature of the project and relate well to surrounding development. *While the density is relatively unchanged from what was previously proposed, at the request of the PDD the form has been made more urban and that form is generally perceived as more dense.*

(c) Compatibility. The proposed development should be compatible with surrounding development in terms of land use, general appearance and function, and should not adversely affect the value of properties in the immediate vicinity. *The*

use and function seem compatible. The appearance is discussed above.

(j) Screening. Appropriate buffering and screening of service, loading, refuse collection, mechanical and electrical equipment and of parking areas should be provided. *Parking along the street is buffered. The dumpsters are enclosed in a masonry enclosure. Interior landscaping of the parking lot has been added.*

(t) Urban renewal areas. In addition, in urban renewal areas, the preliminary site plan must conform to the design criteria as stated in the adopted Urban Renewal Development Plan and the Declaration of Restrictions, except as may have been authorized as a minor deviation by the Board of Zoning Appeals in accordance with Sec. 61-2-53 and Sec. 61-4-3. *The Planning and Development Department (PDD) has determined that the revised proposal while more compliant than the previous version will require review as a minor deviation.*

ANALYSIS

At the October 3 discussion on this matter, several questions were raised. These included the walkability of the site, which has been improved with a path around the rain garden to the south. Also discussed was the inclusion of sustainable concepts, which has been substantially strengthened with the rain gardens. Other measures were presented by the petitioner at the discussion. The scale of the development is 17 units/acre, a relatively low density, and this triggers the minor modification process. The roofline of the building has been improved through elevation changes. The removal of the "cottages" creates the impression of a denser more urban development.

When the matter returned to the CPC on January 23, 2014, the adequacy of the parking was discussed. The Commission felt that an increase in the parking provided by a minimum of eight (8) spaces was warranted.

RECOMMENDATION

The developer has worked to address the concerns raised by PDD staff and by the CPC. The minor deviation from the development plan created by the lower-

than-required density will necessitate the approval of the Board of Zoning Appeals. The CPC took action at its January 23, 2014 meeting to approve the proposed development, acknowledging that a parallel approval by the BZA will be required prior to City Council's approval, with the condition that eight (8) additional parking spaces be added.

Respectfully submitted,

LESLEY C. CARR

Chairperson

DAVID D. WHITAKER

Interim Director

Legislative Policy Division

GREGORY F. MOOTS

Staff

By Council Member Leland:

Whereas, The City Planning Commission has received a site plan approval application requesting the approval of the construction of the 82-unit VOA Bradby Place Apartments at 1300 McDougall Drive, on land zoned PD (Planned Development); and

Whereas, The site is subject to the site plan review approval criteria from Sections 61-3-151 through 61-3-167 and the PD District design criteria from sections 61-11-15 of the Zoning Ordinance of the City of Detroit; and

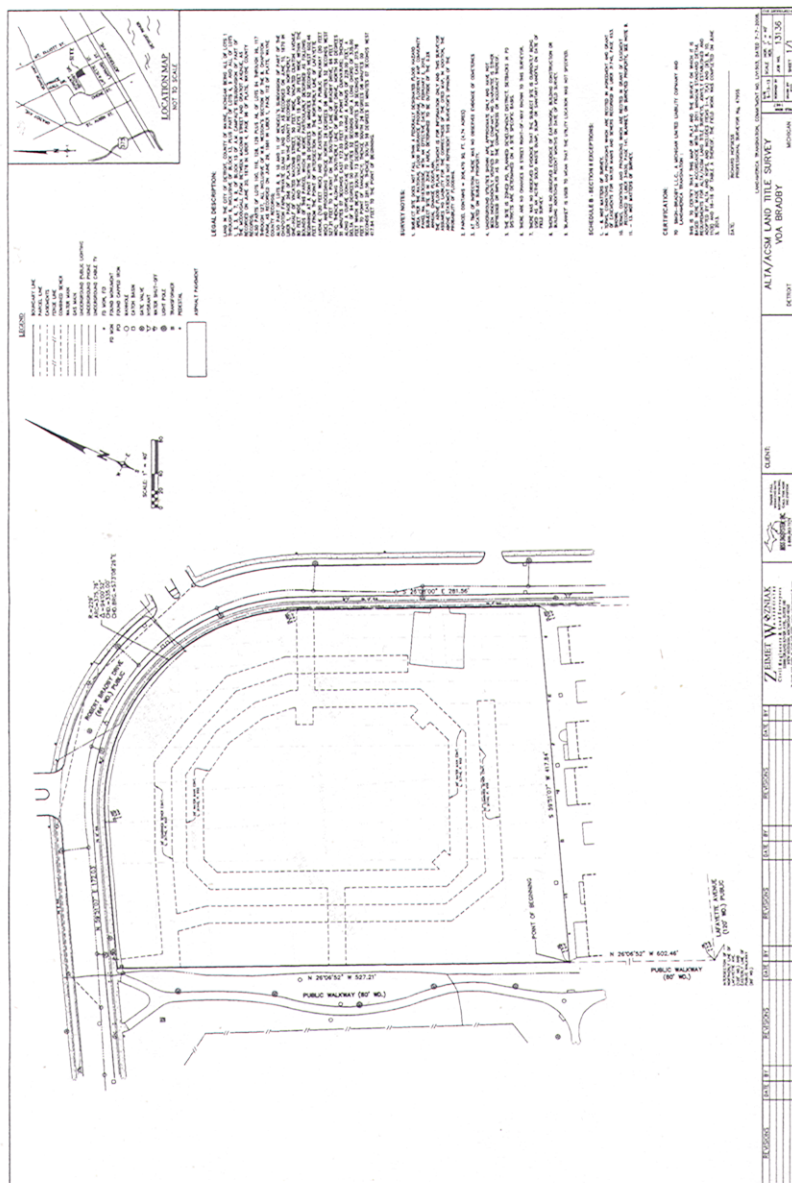
Whereas, In the PD zoning district classification, site plan review is required for all uses in the PD District, and in urban renewal areas, the City Council approves those site plans; and

Whereas, The City Planning Commission took action at its January 23, 2014 meeting;

Now, Therefore, Be It Resolved, That the Detroit City Council approves the plans for the construction of the 82-unit VOA Bradby Place Apartments at 1300 McDougall Drive prepared by Fusco Shaffer and Pappas and dated February 10, 2014 with the following conditions:

1. that the eight (8) additional parking spaces be added to the site plan as reviewed by the City Planning Commission

2. That final site plans be reviewed and approved by City Planning Commission staff prior to the issuance of building permits.



SITE DATA

NOTE: ALL DIMENSIONS AND DIMENSIONAL DATA NOTED AT "REQUIRED" OR "AS SHOWN" IS BASED ON 2.0 DOWNS

LOT SIZE 294,471 S.F.
6.4 ACRES

ZONING PD (PLANNED DEVELOPMENT DISTRICT)

PARKING REQUIRED 98 SPACES
(1 PER EACH 111 S.F.)

PARKING PROVIDED 11 SPACES
(INCLUDING 31 CARPARKS)

PAVED AREA 34,466 S.F.

CONCRETE 17,318 S.F.

RECREATION AREA 14,175 S.F.

LOT COVERAGE 21.1%

RECREATION AREA 14,175 S.F.

LOT COVERAGE 21.1%

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LOT COVERAGE 21.1%

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LOT COVERAGE 21.1%

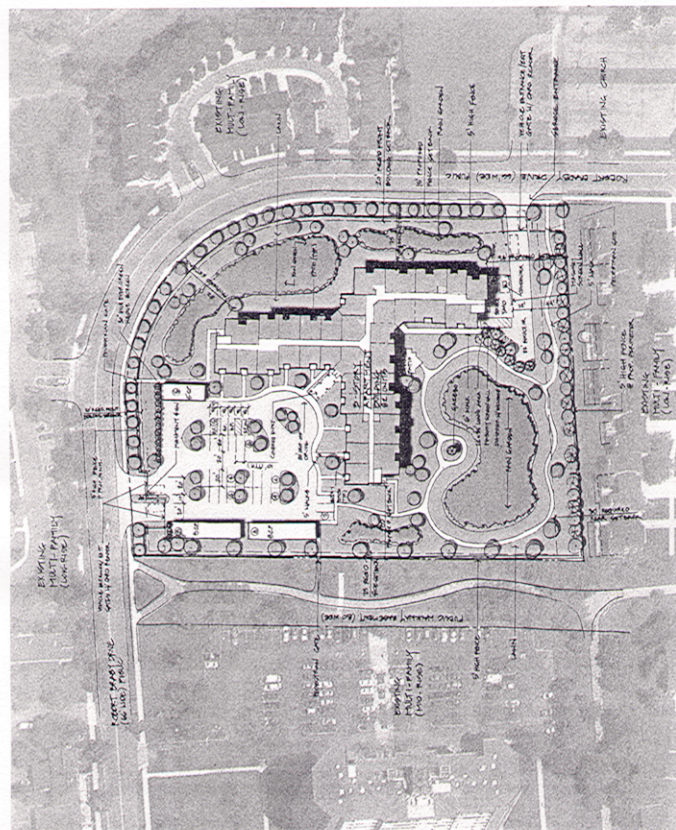
RECREATION AREA 14,175 S.F.

LOT COVERAGE 21.1%

RECREATION AREA 14,175 S.F.

LOT COVERAGE 21.1%

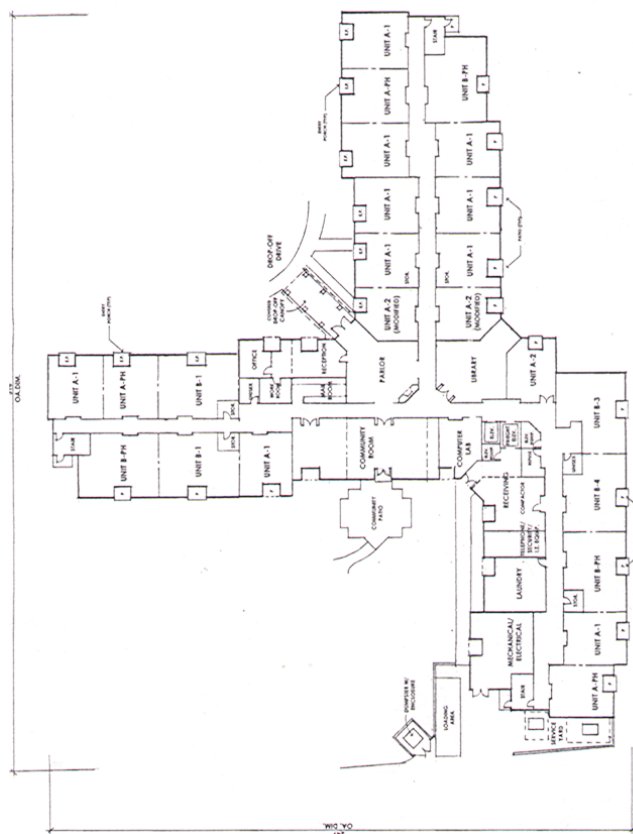
RECREATION AREA 14,175 S.F.



PROPOSED
SITE PLAN



SOUTHERN OFFICE ARCHITECTS
BRADBY VILLAGE
RUSCO ARCHITECTS & PLANNERS
ARCHITECTS AND PLANNERS
FORMER OF 2014
AS 101



PROPOSED FIRST FLOOR PLAN



1" = 10'

VOLUNTEERS OF AMERICA, MICHIGAN
BRADY VILLAGE
OFFICE

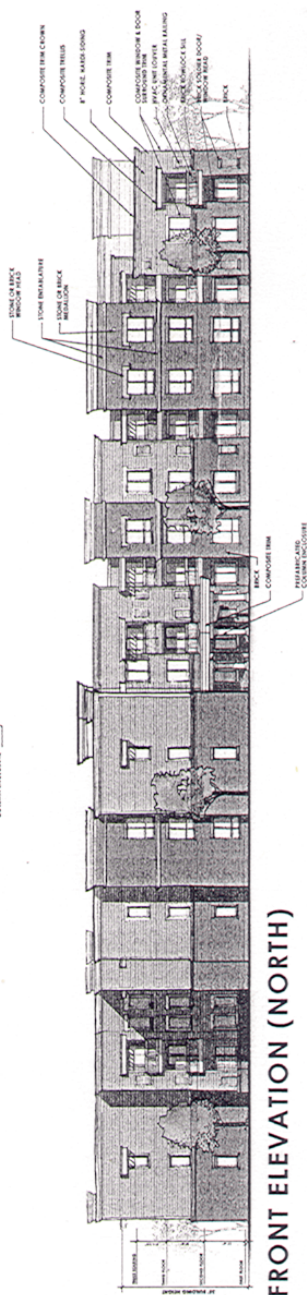
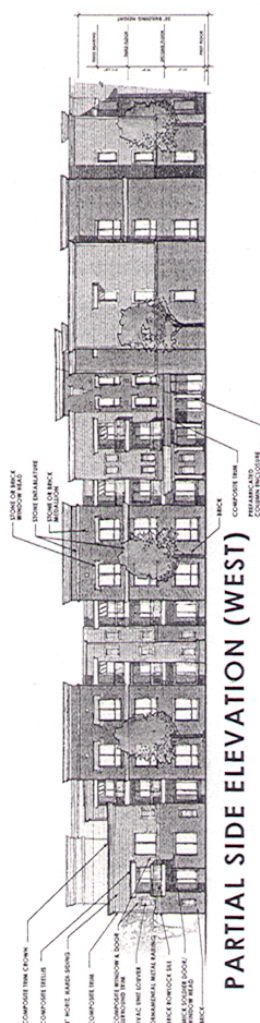
RSI/USCO
SHAFER &
STAPPA, INC.

ARCHITECTS/ENGINEERS
10000 E. 14TH AVE., SUITE 100
ANN ARBOR, MI 48106-1500
TEL: 734/769-1234 FAX: 734/769-1235
WWW.RSIUSCO.COM

REVISION 10.2014

A.101



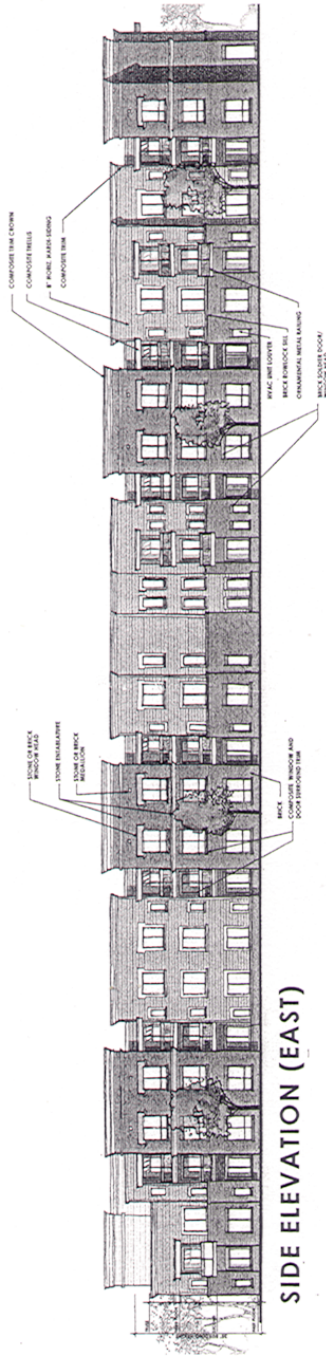


PROPOSED ELEVATIONS



VOLUNTEERS OF AMERICA, MICHIGAN
BRADBY VILLAGE
STATION

RSP USCO, INC.
ARCHITECTS & PLANNERS
ARCHITECTS AND PLANNERS
FEBRUARY 19, 2014
A 201



SIDE ELEVATION (EAST)

PROPOSED
ELEVATIONS



VOLUNTEERS OF AMERICA, MICHIGAN
BRADBY VILLAGE
OFFICE

TSP SHAFER &
ASSOCIATES, INC.
ARCHITECTS/INTERIORS
10000 E. 14TH AVE., SUITE 200
ANN ARBOR, MI 48106-1500
PH: 734.769.1234 FAX: 734.769.1235
WWW.TSPSHAFER.COM

PREPARED BY: TSP
A. 202

Adopted as follows:
Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins,
Leland, Sheffield, Spivey, Tate, and President Jones — 9.
Nays — None.

Detroit Brownfield Redevelopment Authority

March 19, 2014

Honorable City Council:

Re: Amended and Restated 3800 Woodward Brownfield Redevelopment Plan.

The enclosed Brownfield Plan for the Amended and Restated 3800 Woodward Redevelopment Project (the "Plan") (Exhibit A), was submitted by the Detroit Brownfield Redevelopment Authority Board (the "DBRA") to the Community Advisory Committee (the "CAC"). The Plan was considered and reviewed by the CAC at its December 12, 2013 meeting, where a resolution recommending approval of the Plan by the Authority and City Council in the form presented by the DBRA was approved. A public hearing was held by the DBRA on January 8, 2014 to solicit public comments. The Committee's communication to the City Council and the Authority, dated December 12, 2013 (Exhibit B), recommending approval of the Plan including the minutes of the public hearing held by the Authority on January 8, 2014 are enclosed for the City Council's consideration.

March 12, 2014, the Authority adopted a resolution (Exhibit C) approving the Plan and authorizing the submission of a copy of its resolution and the Plan to the City Clerk, together with a request that the Detroit City Council call a public hearing concerning the Plan and to take all other actions to approve the Plan in accordance with Act 381.

The Plan is now presented to the City Council for approval. The Detroit City Council will, after publication of the notices, hold a public hearing on the Plan. After the public hearing, the City Council shall determine whether the Plan constitutes a public purpose and, if so, may approve or reject the Plan or approve it with modifications.

Project Introduction

Midtown Properties, LLC is the project developer (the "Developer"). The Plan entails a newly constructed building and the redevelopment of a two-story building for a total of 195,000 square feet of mixed use space. The Plan also includes construction of a 648 car parking deck. This state-of-the-art facility will include office and medical facilities as well as retail and restaurant space. Total investment is estimated to be \$73,000,000.

The Michigan Economic Development Corporation has expressed a willingness to amend a Michigan Business Tax credit that was approved for the original 3800 Woodward Brownfield Redevelopment in June, 2011. It is currently anticipated that the credit will be \$10,000,000.00 on an eligible investment of \$50,755,702.00.

The Developer is requesting Tax Increment Financing ("TIF") reimbursement of \$8,175,302.00.

Property Subject to the Plan

The property comprising the Amendment (the "Property") consists of one parcel located 3800 and 3750 Woodward Avenue, generally bounded by East Alexandrine Street to the north, John R Road to the east, Mack Avenue to the south, and Woodward Avenue to the west in Detroit's Midtown District.

Basis of Eligibility

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial use; (b) it is located within the City of Detroit, a qualified local governmental unit under Act 381; and (c) the Property is determined to be a facility in accordance to Part 201 of PA 451.

Eligible Activities and Projected Costs

The "eligible activities" that are intended to be carried out at the Property are considered "eligible activities" as defined by Sec 2 of Act 381, because they include environmental site assessments, site preparation and demolition, asbestos abatement, preparation of an Act 381 combined Brownfield Plan, infrastructure and interest costs. The eligible activities and budgeted costs are intended as part of the development of the Property and will be financed solely by the Developer. The Authority is not responsible for any costs of eligible activities and will incur no debt. It is currently anticipated that construction will begin in the spring of 2014 and eligible activities will be completed within two (2) years.

Tax Increment Financing (TIF) Capture

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the DBRA and used to reimburse the cost of the eligible activities completed on the Property after approval of this Amendment pursuant to the terms of a Reimbursement Agreement with the DBRA.

ESTIMATED COST OF ELIGIBLE ACTIVITIES

1. Environmental Investigation and BEA/Due Care	\$107,350.00
2. Act 381 Combined Brownfield Plan Preparation	\$20,000.00
3. Demolition	\$1,174,500.00
4. Site Work	\$636,600.00
5. Infrastructure	\$4,000,000.00
6. Contingency 15% (Excluding Task 2)	\$887,768.00
Subtotal	\$6,826,218.00
7. Interest	\$1,367,957.00
Total Reimbursement to Developer	\$8,196,175.00

8. Authority Administrative Costs	\$1,245,524.00
9. State Brownfield Redevelopment Fund	\$0.00
10. Local Site Remediation Revolving Fund	\$3,015,537.00
TOTAL Estimated Costs	\$12,455,236.00

The costs listed are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Property. While these are projections, the estimated costs of eligible activities may exceed the anticipated tax capture. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the DBRA from the Property shall be governed by the terms of the Reimbursement Agreement.

Authority's Request

The Authority is respectfully requesting the following actions from the City Council:

a.) March 25, 2014

Referral of the Amended and Restated 3800 Woodward Brownfield Redevelopment Plan to Detroit City Council Planning and Economic Development Standing Committee on March 27, 2014.

b.) March 27, 2014

Consideration of City Council's Planning and Economic Development Standing Committee to set a public hearing concerning the Amended and Restated 3800 Woodward Brownfield Redevelopment Plan for April 17, 2014 in the Council Chambers, 13th Floor of the Coleman A. Young Municipal Center, located at 2 Woodward Avenue, Detroit, Michigan.

c.) April 1, 2014

City Council adoption of the Resolution (Exhibit D), setting the Amended and Restated 3800 Brownfield Redevelopment Plan public hearing for April 17, 2014.

d.) April 17, 2014 10:10 A.M.

Discussion with taxing jurisdictions regarding the fiscal impact of the Plan.

e.) April 17, 2014, 10:15 A.M.

Public Hearing at City Council's Planning and Economic Development Standing Committee concerning the Amended and Restated 3800 Woodward Brownfield Redevelopment Plan.

f.) April 22, 2014

City Council adoption of the Resolution approving the Amended and Restated 3800 Woodward Brownfield Redevelopment Plan (Exhibit E).

Respectfully submitted,

ART PAPAPANOS

Authorized Agent

EXHIBIT D RESOLUTION CALLING A PUBLIC HEARING REGARDING APPROVAL OF THE AMENDED AND RESTATED BROWNFIELD PLAN OF THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE 3800 WOODWARD REDEVELOPMENT

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, The City of Detroit, County of Wayne, Michigan (the "City") is authorized by the provisions of Act 381, Public Acts of Michigan, 1996 ("Act 381"), to create a brownfield redevelopment authority; and

WHEREAS, Pursuant to Act 381, the City Council of the City duly established the City of Detroit Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, In accordance with the provisions of Act 381, the Authority has prepared an Amended and Restated Brownfield Plan for the 3800 Woodward Redevelopment (the "Brownfield Plan") and submitted the Brownfield Plan to the Community Advisory Committee for review and comment; and

WHEREAS, After receipt of the recommendation of the Community Advisory Committee to approve the Brownfield Plan, the Authority has approved the Brownfield Plan and forwarded it to City Council with a request for its approval; and

WHEREAS, Prior to approval of the Brownfield Plan, the City Council is required to hold a public hearing in connection with consideration of the Brownfield Plan pursuant to Act 381.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. The City Council hereby acknowledges receipt of the Brownfield Plan from the Authority.

2. A public hearing is hereby called on Thursday, the 17th day of April, 2014 at 10:15 A.M., prevailing Eastern Time, in the Council Chambers, 13th Floor of the Coleman A. Young Municipal Center in the City to consider adoption by the City Council of a resolution approving the Brownfield Plan.

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

4. The City Clerk is requested to submit three (3) certified copies of this Resolution to the DBRA, 500 Griswold Street, Suite 2200, Detroit, MI 48226.

AYES: Members _____

Nays: Members _____

RESOLUTION DECLARED ADOPTED.

WAIVER OF RECONSIDERATION

JANICE WINFREY

City Clerk

City of Detroit

County of Wayne, Michigan

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 11, 2014

Honorable City Council:

Re: Surplus Property Sale — 2926 Beatrice.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 2926 Beatrice, located on the North side of Beatrice, between Francis and Visger, a/k/a 2926 Beatrice. This property consists of a single family residential structure, located on an area of land measuring approximately 3,659 square feet and is zoned R-1 (Single Family Residential District).

The purchaser proposes to continue using the property as a "Single Family Residential Dwelling". This use is permitted as a matter of right in a R-1 zone.

We request your Honorable Body's approval to accept the Offer to Purchase and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Leonard Pierce Jr., for the sales price of \$4,900.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 3,659 square feet and zoned R-1 (Single Family Residential District), described on the tax roll as:

a/k/a 2926 Beatrice

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 152; "Visger Heights Subdivision" of part of Private Claim 123, Ecorse Township, Wayne County, Michigan. Rec'd L. 38, P. 93 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Leonard Pierce Jr., upon receipt of the sales price of \$4,900.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase. and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form. and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 2926 Beatrice, for the sales price of \$4,900.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 11, 2014

Honorable City Council:

Re: Surplus Property Sale — 8878 N. Clarendon.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 8878 N. Clarendon, located on the East side of N. Clarendon, between W. Grand River and Mackinaw, a/k/a 8878 N. Clarendon. This property consists of a two-family residential structure, located on an area of land measuring approximately 3,877 square feet and is zoned R-2 (Two-Family Residential District).

The purchaser proposes to continue using the property as a "Two-Family Residential Dwelling". This use is permitted as a matter of right in a R-2 zone.

We request your Honorable Body's approval to accept the Offer to Purchase and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Malcolm Clark and Edsel Clark, joint tenants with full rights of survivorship and long term occupants, for the sales price of \$5,600.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 3,877 square feet and zoned R-2 (Two-Family Residential District), described on the tax roll as:

a/k/a 8878 N. Clarendon

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 45; Arcade Park Subdivision of part of 1/4 Sections 49 & 50, 10,000 Acre Tract, City of Detroit, Wayne County, Michigan. Rec'd L. 31, P. 75 Plats, Wayne County Records. and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Malcolm Clark and Edsel Clark, joint tenants with full rights of survivorship and long term occupants, upon receipt of the sales price of \$5,600.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase. and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form. and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 8878 N. Clarendon, for the sales price of \$5,600.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 6, 2014

Honorable City Council:

Re: Surplus Property Sale — 222 W. Grixdale.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 222 W. Grixdale, located on the North side of W. Grixdale, between Charleston and John R, a/k/a 222 W. Grixdale. This property consists of a single family residential structure, located on an area of land measuring approximately 6,142 square feet and is zoned R-1 (Single Family Residential District).

The purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling". This use is permitted as a matter of right in a R-1 zone.

We request your Honorable Body's approval to accept the Highest Bid and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Caisha Tarese Jones, for the sales price of \$2,450.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 6,142 square feet and zoned R-1 (Single Family Residential District), described on the tax roll as:

a/k/a 222 W. Grixdale

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 214; Grix Home Park Subdivision of the South 1/2 of the East 1/2 of the Northeast 1/4 of Section 11, T. 1 S., R. 11 E., Township of Greenfield, Wayne County, Michigan. Rec'd L. 29, P. 52 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Caisha Tarese Jones, upon receipt of the sales price of \$2,450.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase. and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form. and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 222 W. Grixdale, for the sales price of \$2,450.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 6, 2014

Honorable City Council:

Re: Surplus Property Sale — 7415 Nett.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 7415 Nett, located on the North side of Nett, between St. Cyril and Van Dyke, a/k/a 7415 Nett. This property consists of a single family residential structure, located on an area of land measuring approximately 4,400 square feet and is zoned R-2 (Two-Family Residential District).

The purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling". This use is permitted as a matter of right in a R-2 zone.

We request your Honorable Body's approval to accept the Highest Bid and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Mohamed Alani, for the sales price of \$500.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,
JAMES MARUSICH
Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 4,400 square feet and zoned R-2 (Two-Family Residential District), described on the tax roll as:

a/k/a 7415 Nett

Land in the City of Detroit, County of Wayne and State of Michigan being the East 18 feet of Lot 46 and all of Lot 45; Nett's Subdivision of the South 7 1/2 acres of the Southeast 1/4 of the Northeast 1/4 of Section 21, T. 1 S., R. 12 E., Hamtramck Township, Wayne County, Michigan. Rec'd L. 32, P. 35 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Mohamed Alani, upon receipt of the sales price of \$500.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.

and be it further
Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 7415 Nett, for the sales price of \$500.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 10, 2014

Honorable City Council:

Re: Surplus Property Sale — 13857 Seymour.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 13857 Seymour, located on the North side of Seymour, between Gratiot and Grover, a/k/a 13857 Seymour. This property consists of a single family residential structure, located on an area of land measuring approximately 3,920 square feet and is zoned R-2 (Two-Family Residential District).

The purchaser proposes to continue using the property as a "Single Family Residential Dwelling". This use is permitted as a matter of right in a R-2 zone.

We request your Honorable Body's approval to accept the Offer to Purchase and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Patricia Maxwell, long term occupant, for the sales price of \$4,200.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,
JAMES MARUSICH
Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 3,920 square feet and zoned R-2 (Two-Family Residential District), described on the tax roll as:

a/k/a 13857 Seymour

Land in the City of Detroit, County of Wayne and State of Michigan being the East 18 feet of Lot 46 and all of Lot 45; Nett's Subdivision of the South 7 1/2 acres of the Southeast 1/4 of the Northeast 1/4 of Section 21, T. 1 S., R. 12 E., Hamtramck Township, Wayne County, Michigan. Rec'd L. 32, P. 35 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Patricia Maxwell, long term occupant, upon receipt of the sales price of \$4,200.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by

the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.
and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 13857 Seymour, for the sales price of \$4,200.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 6, 2014

Honorable City Council:

Re: Surplus Property Sale — 11701 St. Marys.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 11701 St. Marys, located on the West side of St. Marys, between Wadsworth and Plymouth, a/k/a 11701 St. Marys. This property consists of a single family residential structure, located on an area of land measuring approximately 4,356 square feet and is zoned R-1 (Single Family Residential District).

The purchaser proposes to rehabilitate the property for use as a "Single Family Residential Dwelling". This use is permitted as a matter of right in a R-1 zone.

We request your Honorable Body's approval to accept the Highest Bid and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Clarice Ford and Howard Williams, tenants in common, for the sales price of \$1,800.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 4,356 square feet and zoned R-1 (Single Family Residential District), described on the tax roll as:

a/k/a 11701 St. Marys

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 1917; "Frischkorn's Grand-Dale Subdivision No. 3", being a part of the South 1/2 of Section 25, T. 1 S., R. 10 E., Redford Township, Wayne County, Michigan. Rec'd L. 52, P. 3 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Clarice Ford and Howard Williams, tenants in common, upon receipt of the sales price of \$1,800.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.

and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 11701 St. Marys, for the sales price of \$1,800.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 6, 2014

Honorable City Council:

Re: Surplus Property Sale — 11567 St. Patrick.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 11567 St. Patrick, located on the North side of St. Patrick, between Elmo and Gunston, a/k/a 11567 St. Patrick. This property consists of a single family residential structure, located on an area of land measuring approximately 4,225 square feet and is zoned R-1 (Single Family Residential District).

The purchaser proposes to continue using the property for use as a "Single Family Residential Dwelling". This use is permitted as a matter of right in a R-1 zone.

We request your Honorable Body's approval to accept the Highest Bid and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Iasha Barnes, for the sales price of \$2,450.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 4,225 square feet and zoned R-1 (Single Family Residential District), described on the tax roll as:

a/k/a 11567 St. Patrick

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 53; "Connors Park Subdivision" of the West 11.97 acres of Out Lot 6 of the Edward Tremble Farm of Private Claim 389, City of Detroit, Wayne County, Michigan. Rec'd L. 58, P. 84 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Iasha Barnes, upon receipt of the sales price of \$2,450.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.

and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 11567 St. Patrick, for the sales price of \$2,450.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 5, 2014

Honorable City Council:

Re: Surplus Property Sale — 17214 Wyoming.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 17214 Wyoming, located on the East side of Wyoming, at Santa Maria, a/k/a 17214 Wyoming. This property consists of a one-story commercial structure located on an area of land measuring approximately 4,269 square feet and is zoned B-2 (Local Business and Residential District).

The purchaser proposes to rehabilitate the property for use as a "Business Office" and not for storage of construction materials for their construction company d/b/a Fields Construction Company. This use is permitted as a matter of right in a B-2 zone.

We request your Honorable Body's approval to accept the Offer to Purchase and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Joseph Fields and Joseph Fields Jr., joint tenants with full rights of survivorship, for the sales price of \$6,000.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 4,269 square feet and zoned B-2 (Local Business and Residential District), described on the tax roll as:

a/k/a 17214 Wyoming

Land in the City of Detroit, County of Wayne and State of Michigan being Lots 2 and 1; "Aurora Park Subdivision" of the South 1/2 of the South 1/2 of the Southwest 1/4 of Section 9, T. 1 S., R. 11 E., Greenfield Township, Wayne County, Michigan. Rec'd L. 44, P. 56 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Joseph Fields and Joseph Fields Jr., joint tenants with full rights of survivorship, upon receipt of the sales price of \$6,000.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.

and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 17214 Wyoming, for the sales price of \$6,000.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 10, 2014

Honorable City Council:

Re: Surplus Property Sale — Vacant Land — 20200 Asbury Park.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 20200 Asbury Park, located on the East side of Asbury Park, between Trojan and Hessel, a/k/a 20200 Asbury Park. This property consists of vacant land measuring approximately 42.93 irregular feet and is zoned R-1 (Single Family Residential District).

The purchaser proposes to "Fence & Landscape" the property to enhance the surrounding residential area. This use is permitted as a matter of right in a R-1 zone.

We request your Honorable Body's approval to accept the Offer to Purchase and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Darnel J. Williams, for the sales price of \$420.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 42.93 irregular feet and zoned R-1 (Single Family Residential District), described on the tax roll as:

a/k/a 20200 Asbury Park

Land in the City of Detroit, County of Wayne and State of Michigan being Lot 73; Alper-Green Subdivision of part of the West 1/2 of the Northeast 1/4 of Section 1, T. 1 S., R. 10 E., City of Detroit, Wayne County, Michigan. Rec'd L. 71, P. 87 & 88 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Darnel J. Williams, upon receipt of the sales price of \$420.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.

and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 20200 Asbury Park, for the sales price of \$420.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 10, 2014

Honorable City Council:

Re: Surplus Property Sale — Vacant Land — 18941 & 18945 Hoover.

The City of Detroit acquired as tax foreclosed property from the Wayne County Treasurer, 18941 & 18945 Hoover, located on the West side of Hoover, between E. Seven Mile Rd. and Eastwood, a/k/a 18941 & 18945 Hoover. This property consists of vacant land measuring approximately 40 x 83 feet and is zoned R-3 (Low Density Residential District).

The purchaser proposes to "Fence & Landscape" the property to enhance the surrounding residential area. This use is permitted as a matter of right in a R-3 zone.

We request your Honorable Body's approval to accept the Offer to Purchase and approve the property sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a Quit Claim Deed for Lawrence H. Hill and Sonja Hill, his wife, for the sales price of \$400.00 on a cash basis plus an \$18.00 deed recording fee.

Respectfully submitted,

JAMES MARUSICH

Manager I

By Council Member Leland:

Resolved, That the Planning and Development Department is hereby authorized to accept this Offer to Purchase for property, located on an area of land measuring approximately 40 x 83 feet and zoned R-3 (Low Density Residential District), described on the tax roll as:

a/k/a 18941 & 18945 Hoover

Land in the City of Detroit, County of Wayne and State of Michigan being all of Lots 10 & 11; "Ackley Park Subdivision" of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 10, T. 1 S., R.

12 E., City of Detroit, Wayne County, Michigan. Rec'd L. 55, P. 7 Plats, Wayne County Records.

and be it further

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, that the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Manager, or his authorized designee, be and is hereby authorized to issue a Quit Claim Deed with a Waiver of Reconsideration to the purchaser, Lawrence H. Hill and Sonja Hill, his wife, upon receipt of the sales price of \$400.00 and the deed recording fee in accordance with the conditions set forth in the Offer to Purchase.

and be it further

Resolved, That this Quit Claim Deed be considered confirmed when executed by the Mayor of the City of Detroit, or his authorized designee, and approved by the Corporation Counsel as to form.

and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by Emergency Manager for City of Detroit of Land in the City of Detroit, Wayne County, Michigan, described as 18941 & 18945 Hoover, for the sales price of \$400.00, is hereby APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 11, 2014

Honorable City Council:

Re: Surplus Property Sale Development: 3725 & 3733 Manistique.

We are in receipt of an offer from Tina Powell, to purchase the above-captioned property for the amount of \$1,200 and to develop such property. This property contains approximately 4,995 square feet and is zoned R-2 (Two-Family Residential District).

The Offeror proposes to maintain the property as greenspace to enhance her adjacent business. This use is permitted as a matter of right in a R-2 zone.

We, therefore, request that your Honorable Body approve the land sale resolution with a Waiver of Reconsideration and authorize the Mayor of the City of Detroit, or his authorized designee, to issue a quit claim deed to the property and such other documents as may be necessary to effectuate the sale, subject to final approval by the Detroit Emergency Financial Manager, or his authorized designee.

Respectfully submitted,

JAMES MARUSICH
Manager — Real Estate
Development Division

By Council Member Leland:

Resolved, That in accordance with the Offer to Purchase and the foregoing communication, the Mayor of the City of Detroit, or his authorized designee, subject to final approval by the Detroit Emergency Financial Manager, or his authorized designee, be and is hereby authorized to issue a quit claim deed to 3725 and 3733 Manistique; more particularly described in the attached Exhibit A, and such other documents as may be necessary to effectuate the sale to Tina Powell, for the amount of \$1,200, with a Waiver of Reconsideration.

Exhibit A

Land in the City of Detroit, County of Wayne and State of Michigan being Lots 216 and 217; "Edwin Lodge Sub'n." of part of P.C. 120 North of Mack Ave., Twps. of Gratiot and Grosse Pointe, Wayne County, Michigan. Rec'd L. 35, P. 10 Plats, W.C.R.

PER ASSSSORS

October 21, 2013

DESCRIPTION CORRECT

ENGINEER OF SURVEYS

BY BASIL SARIM, P.S.
CED

A/K/A 3725 & 3733 Manistique

Ward 21 Items 61584 & 61585

and be it further

Resolved, That in accordance with Section 19(1) of the Public Act 436 of 2012, the sale by the Emergency Manager for the City of Detroit of land in the City of Detroit, Wayne County, Michigan described in Exhibit A and commonly known as 3725 and 3733 Manistique, is hereby, APPROVED.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Planning & Development Department

March 10, 2014

Honorable City Council:

Re: Declaration of Surplus and Transfer of Jurisdiction for 11559 Woodward.

The Detroit Recreation Department has recently requested that the Finance Department transfer jurisdiction of 11559 Woodward to the Planning & Development Department (P&DD) for the purposes of P&DD's management and disposition of the property.

11559 Woodward is a 5,000 square foot grass covered lot that sits next to an auto repair facility located at 11621 Woodward. The lot is currently vacant with the permission of the Recreation Department, for parking by a commercial development that sits on the other adjacent side of the property. The development owner, Woodward & Web Property, LLC, has approached the Recreation

Department with interest in purchasing the property. The Recreation Department property is not needed to continue the operation of any City-owned public utility and the property is not essential to the City, therefore, it is in the best interests of the City to sell the property.

Pursuant to Section 14-8-3 of the Detroit City Code, it is hereby requested by the Finance Department that Detroit City Council approve the transfer of jurisdiction of 11559 Woodward to the Planning and Development Department. Additionally, pursuant to Section 14-8-4, it is hereby requested by P&DD that the rear property at 11559 Woodward be deemed surplus and available for sale.

Respectfully submitted,

JOHN NAGLICK

Finance Department

JAMES MARUSICH

Planning & Development Department
By Council Member Leland:

Resolved, The Detroit Recreation Department has jurisdiction over certain real property located at 11559 Woodward, Detroit, MI ("Property") as further described in the attached Exhibit A, which is not needed to continue the operation of any City-owned public utility; and

Whereas, The Detroit Recreation Department has declared the above property surplus to their needs and has further requested that the Finance Department transfer jurisdiction of said real property to the Planning & Development Department for management and disposition; and

Whereas, The Planning & Development Department deems said real property not essential to the City and therefore requests that the real property be declared surplus and be offered for sale;

Now Therefore Be It Resolved, That in accordance with the foregoing communication and § 14-8-3 of the Detroit City Code, Detroit City hereby approves the transfer of jurisdiction of real property located at 11559 Woodward, Detroit, MI from the Detroit Recreation Department to the Planning & Development Department; and be it further

Resolved, That in accordance with the foregoing communication and §14-8-4 of the Detroit City Code, Detroit City Council hereby deems the real property located at 11559 Woodward, Detroit, MI surplus real property that may be offered for sale by the Planning & Development Department.

Exhibit A

Land in the City of Detroit, County of Wayne and State of Michigan being the South 50 feet of the East 100 feet of Lot 1 together with the West one half of the Alley vacated; "McLaughlin Bros." Subdivision" of Lot 8 and the N $\frac{1}{4}$ 33 feet of Lot 7 of the Subdivision of 1/4 Section

57, 10,000 Acre Tract, Detroit, Wayne Co., Michigan. Rec'd L. 17, P. 73 Plats, W.C.R.

DESCRIPTION CORRECT

ENGINEER OF SURVEYS

BY BASIL SARIM, P.S.

City Engineering

A/K/A 11559 Woodward

Ward 02 Items 001676

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

PUBLIC HEALTH AND SAFETY

STANDING COMMITTEE

Finance Department

Purchasing Division

March 13, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2890128 — 100% Federal (CDBG)

Funding — Notification of Emergency Procurement as provided by Ordinance No. 15-00 — Please be Advised of an Emergency Procurement as follows: Description of procurement: Demolition of 11547-55 Livernois — Contractor: Able Demolition Inc., 5675 Auburn, Shelby Township, MI 48317 — Total amount \$15,000.00. **Buildings and Safety.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2890128 referred to in the foregoing communication dated March 13, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Finance Department

Purchasing Division

March 13, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2890130 — 100% Federal (CDBG)

Funding — Notification of Emergency Procurement as provided by Ordinance No. 15-00 — Please be Advised of an Emergency Procurement as follows: Description of procurement: Demolition of 4459, 4467 & 4473 St. Clair — Contractor: Brown Construction Co., 6450 Legrand, Detroit, MI 48214 — Total amount \$18,500.00. **Buildings and Safety.**

The approval of your Honorable Body is requested on the foregoing contract.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2890130 referred to in the foregoing communication dated March 13, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Finance Department
Purchasing Division**

March 13, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2805507 — 100% Federal Funding — To provide Normal and Emergency HVAC Repairs — Company: Walker's Heating and Cooling, Location: 15921 W. 8 Mile Road, Detroit, MI 48235 — Contract period: February 1, 2014 through January 31, 2015 — Potential cost savings: \$220,590.30 — Original contract amount: \$6,827,209.00 — No additional funds needed. **Transportation.**

Renewal of existing contract — Original contract expired January 31, 2014.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2805507 referred to in the foregoing communication dated March 13, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Buildings, Safety Engineering and
Environmental Department**

March 10, 2014

Honorable City Council:

Re: Address: 2400 Ferris. Name: Fannie Mae. Date ordered removed: April 24, 2008 (J.C.C. pg. 822).

In response to the request for a deferral of the demolition order on the property noted above, we submit the following information:

A special inspection on March 6, 2014 revealed the building is secured and appears to be sound and repairable.

The owner has paid all taxes and is current.

The proposed use of the property is owner's use and occupancy. This is the first deferral request for this property.

Therefore, it is recommended that the demolition order be deferred for a period of three (3) months subject to the following conditions:

1. A permit for rehabilitation work shall be obtained within 30 days.

2. The building shall be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:

- Certificate of Acceptance related to building permits
- Certificate of Approval as a result of a Housing Inspection
- Certificate of Inspection, required for all residential rental properties

3. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).

4. The yards shall be maintained clear of weeds, junk and debris at all times.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not maintained, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

A request for deferral exceeding four must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

DAVID BELL

Building Official

**Buildings, Safety Engineering and
Environmental Department**

March 13, 2014

Honorable City Council:

Re: Address: 16901 Log Cabin. Name: Nathaniel Reedus. Date ordered removed: October 2, 2012 (J.C.C. pgs. 1861-1864).

In response to the request for a deferral of the demolition order on the property noted above, we submit the following information:

A special inspection on March 6, 2014 revealed the building is secured and appears to be sound and repairable.

The owner has paid all taxes and is current.

The proposed use of the property is owner's use and occupancy. This is the first deferral request for this property.

Therefore, it is recommended that the demolition order be deferred for a period

of three (3) months subject to the following conditions:

1. A permit for rehabilitation work shall be obtained within 30 days.

2. The building shall be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:

- Certificate of Acceptance related to building permits
- Certificate of Approval as a result of a Housing Inspection
- Certificate of Inspection, required for all residential rental properties

3. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).

4. The yards shall be maintained clear of weeds, junk and debris at all times.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not maintained, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

A request for deferral exceeding four must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

DAVID BELL

Building Official

Buildings, Safety Engineering and Environmental Department

March 13, 2014

Honorable City Council:

Re: Address: 18200 Grand River. Name: MFD Properties, LLC. Date ordered removed: March 29, 2011 (J.C.C. pg. 713).

In response to the request for a deferral of the demolition order on the property noted above, we submit the following information:

A special inspection on March 7, 2014 revealed the building is secured and appears to be sound and repairable.

The owner has paid all taxes and is current.

The proposed use of the property is owner's use and occupancy. This is the first deferral request for this property.

Therefore, it is recommended that the demolition order be deferred for a period of three (3) months subject to the following conditions:

1. A permit for rehabilitation work shall be obtained within 30 days.

2. The building shall be maintained securely barricaded until rehabilitation is complete. Rehabilitation is to be complete within six (6) months, at which time the owner will obtain one of the following from this department:

- Certificate of Acceptance related to building permits
- Certificate of Approval as a result of a Housing Inspection
- Certificate of Inspection, required for all residential rental properties

3. The owner shall not occupy or allow occupancy of the structure without a certificate (as outlined above).

4. The yards shall be maintained clear of weeds, junk and debris at all times.

We recommend that utility disconnect actions cease to allow the progress of the rehabilitation.

At the end of the deferral period, the owner must contact this department to arrange an inspection to evidence that conditions of the deferral have been maintained and that there has been substantial progress toward rehabilitation. If the building becomes open to trespass or if conditions of the deferral are not maintained, we may proceed with demolition without further hearings. And, pursuant to the Property Maintenance Code we will issue a Blight Violation Notice.

A request for deferral exceeding four must be made by petition to City Council through the office of the City Clerk.

Respectfully submitted,

DAVID BELL

Building Official

By Council Member Benson:

Resolved, That resolutions adopted April 24, 2008 (J.C.C. pg. 822), October 2, 2012 (J.C.C. pgs. 1861-1864), and March 29, 2011 (J.C.C. pg. 713) for the removal of dangerous structures at various locations, be and the same is hereby amended for the purpose of deferring the removal order for dangerous structures, only at 2400 Ferris, 16901 Log Cabin, and 18200 Grand River for a period of three (3) months, in accordance with the three (3) forgoing communications.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Department of Public Works
City Engineering Division**

March 6, 2014

Honorable City Council:

Re: Petition No. 2847 — DTE Energy, request permission to vacate alley bounded by First Street, Grand River, Plaza Drive and Jones Street.

Petition No. 2847 by DTE Energy to outright vacate the north-south public

alley, 20 feet wide, in the block bounded by First Street, 60 feet wide, Cass Avenue, 80 feet wide, Plaza Drive, 40 feet wide and Grand River Avenue, 100 feet wide.

The request was approved by the Planning and Development Department, the Solid Waste Division — DPW, and the Traffic Engineering Division — DPW. The petition was referred to the City Engineering Division — DPW for investigation (utility clearance) and report. This is our report.

Detroit Water and Sewerage Department (DWSD) reports a sewer within the north-south alley. However, DWSD has no objection if the petitioner agrees to relocate the sewer in accordance with the attached provisions for sewer relocation at no cost to DWSD. The specific DWSD provisions are included as part of this resolution.

DTE Energy — electrical reports being involved; and \$110,000.00 is the estimated cost of removing and/or rerouting the DTE facilities.

AT&T is involved and will need to be contacted for an estimate to remove their services.

Comcast Cable is involved and will need to be contacted for an estimate to remove their services.

Detroit Thermal is involved and estimates \$285,000.00 to remove and/or relocate the steam lines.

All other city departments including Public Lighting Department and private utility companies have reported no objections to the changes of the public rights-of-way. Provisions for removing and relocating utility installations are part of this resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,
RICHARD DOHERTY

City Engineer

City Engineering Division — DPW

By Council Member Benson:

Resolved, All of north-south public alley, 20 feet wide, in the block bounded by First Street, 60 feet wide, Cass Avenue, 80 feet wide, Plaza Drive, 40 feet wide and Grand River Avenue, 100 feet wide and more particularly described as: all of the north-south public alley, 20 feet wide, lying easterly of and abutting the easterly line of Lots 14, 15, 16 and 18 Block 58 and lying easterly of and abutting the southerly 51.58 feet of Lot 13 Block 58 as measured along the easterly line of said Lot 13; also lying westerly of and abutting the westerly line of Lots 5 thru 11, both inclusive, Block 58 and lying westerly of and abutting the southerly 25.8 feet of Lot 4, Block 58 as measured along the westerly line of said Lot 4, all in "Cass Western

Addition to the City of Detroit, between the Chicago and Grand River Roads by Lewis Cass 1851" as recorded in Liber 42, Pages 138 thru 141 of Deeds, Wayne County Records.

Be and the same is hereby vacated (outright) as public right-of-way to become part and parcel of the abutting property, subject to the following provisions;

Provided, That petitioner make satisfactory arrangements with any and all utility companies for cost of removing and/or relocating such services; and further

Provided, That the petitioner (Petition 2847) shall design and construct proposed lateral sewer and to make the connections to the existing public sewers as required by the Detroit Water and Sewerage Department (DWSD) prior to construction of the proposed sewers, and further

Provided, That the plans for the lateral sewer shall be prepared by a registered engineer, and further

Provided, That DWSD be and is hereby authorized to review the drawings for the proposed lateral sewer and to issue permits for the construction of the sewers, and further

Provided, That the entire work is to be performed in accordance with plans and specifications approved by DWSD and constructed under the inspection and approval of DWSD, and further

Provided, That the entire cost of the proposed lateral sewer construction, including inspection, survey and engineering shall be borne by the petitioner, and further

Provided, That the petitioner shall deposit with DWSD, in advance of engineering, inspection and survey, such amounts as the department deems necessary to cover the costs of these services; and further

Provided, That the Board of Water Commissioners shall accept and execute the easement grant on Behalf of the City; and further

Provided, That the petitioner shall provide DWSD with as-built drawings on the proposed lateral sewer, and further

Provided, That the petitioner shall provide a one (1) year warranty for the proposed sewer, and further

Provided, That upon satisfactory completion, the sewer shall become City property and become part of the City System, and any existing sewers that were abandoned shall belong to the petitioner and will no longer be the responsibility of the City, and further

Provided, That the petitioner shall make the necessary arrangements with Detroit Thermal for rerouting or relocating their services in the public alley. The estimated cost being \$285,000 and further

Provided, That the petitioner make the necessary arrangements for the relocating or rerouting of Comcast Cable services and further

Provided, That the petitioner contact DTE electric for relocation or removal of their services. The estimated cost being \$110,000 and further

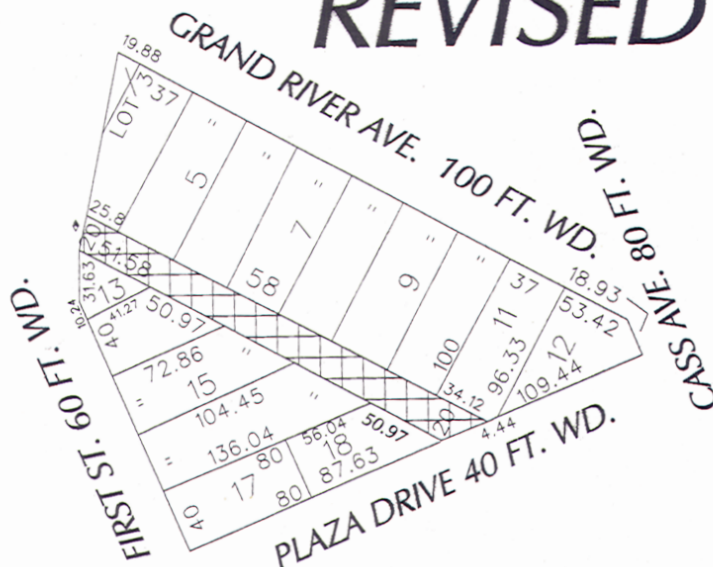
Provided, That the petitioner contact AT&T at (888) 901-2779 for a quote for the estimated cost of the removal of their services, and further

Provided, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

PETITION NO. 2847
DTE ENERGY
ONE ENERGY PLAZA
DETROIT, MICHIGAN 48226
C/O RODNEY E. COLE
PHONE NO. 313 235 9448



REVISED



- CONVERT OUTRIGHT VACATION

(FOR OFFICE USE ONLY)

CARTO 28 B

B	
A. CHECKED TO STANDARD	
DESCRIPTION	DATE
REVISIONS	DATE
DRAWN BY	DATE
7-15-13	APPROVED

REQUEST OUTRIGHT VACATION
WITH SUB SURFACE EASEMENT
THE 20 FOOT WIDE ALLEY
IN THE AREA BOUND BY
FIRST, GRAND RIVER, CASS
AND PLAZA DRIVE

CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
JOB NO.	01-01
DRAWING NO.	X 2847

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Department of Public Works
City Engineering Division**

March 7, 2014

Honorable City Council:

Re: Petition No. 2925 — Ingram Civil

Engineering Group LLC, request to relocate two alleys on the eastern side of the medical center located at 15000 Gratiot Avenue to the East of the subject property line and redirected inward to Rossini Drive.

Petition No. 2925 by Ingram Civil Engineering Group request City Council to accept the dedication of certain lands for public alleys, 18 feet wide in the area of State Fair Avenue, Fairmount Drive, Gratiot Avenue and Queen Avenue; Also

request the vacation and conversion to easements of two public alleys in the area of State Fair Avenue, Fairmount Drive, Gratiot Avenue and Queen Avenue.

The dedication and conversion to easement is requested by the petitioner on behalf of Stonecrest Medical Center to combine their parking area with the hospital campus and provide security for the employees and clients of the medical center. The two newly dedicated public alleys will provide ingress and egress from the existing alleys.

The petition was referred to the City Engineering Division — DPW for investigation (utility review) and report. This is our report.

All City Departments and privately owned utility companies have reported no objections to the conversion of the public rights-of-way into a private easement for public utilities. Provisions protecting utility installations are part of the attached resolution. The Detroit Water and Sewerage Department (DWSD) and the Public Lighting Department (PLD) have responded with specific easement provisions that are included in the following resolution.

I am recommending adoption of the attached resolution.

Respectfully submitted,
RICHARD DOHERTY
City Engineer

City Engineering Division — DPW
By Council Member Benson:

Resolved, That your Honorable Body authorized the acceptance of the following described properties owned by Stonecrest Medical Center for public purposes:

Land in the City of Detroit, Wayne County, Michigan being the easterly 18 feet of Lot 71 "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records.

Together with Land in the City of Detroit, Wayne County, Michigan being the easterly 18 feet of Lot 66 "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records, Except that part dedicated as part of Rossini Drive and being more particularly described as: Beginning at the northeast corner of said Lot 66; thence S01°50'16"E along the easterly line of said Lot 66 a distance of 109.58 feet to the northerly line of Rossini Avenue cul-de-sac; thence 22.61 feet along the arc of a non-tangent curve concave to the southwest, with a radius of 45 feet, a delta of 28° 47'22" and a long chord of 22.37 feet bearing N55°24'21"W; thence N01°50'16"W along a line 18 feet wester-

ly of and parallel to the said easterly line of Lot 66 a distance of 96.29 feet to the public alley in the rear of said Lot 66; thence N88°09'47"E along said alley line 18.00 feet to the point of beginning.

Provided, That the petitioner shall design and construct the proposed alleys as required by the City Engineering Division — DPW (CED)/Street Design Bureau and the Traffic Engineering Division — DPW; and further

Provided, That the entire work is to be performed in accordance with plans and specifications approved by CED and constructed under the inspection and approval of CED; and further

Provided, That the entire cost of the proposed alley construction, including inspection, survey and engineering shall be borne by the petitioner; and further

Provided, That all taxes with respect to property of which the Dedication Area is a part of shall be paid and proof thereof furnished to the Law Department and/or City Engineering Division — DPW; and further

Provided, That proof of compliance with Detroit Ordinance No. 29-94, Detroit Code Sections 2-1-11 through 2-1-15 also known as the Environmental Review Guidelines, is furnished to the Law Department and/or City Engineering Division — DPW; and further

Provided, That the fee owner submit a properly executed deed acceptable to the Law Department and/or City Engineering Division — DPW; and

Provided, That the petitioner obtain Traffic Engineering Division, signature of approval on the final design and plans for the construction of the dedicated alleys; and be it further

Resolved, The following public alleys and parts of public alleys described as:

The North-South public alley, 20 feet wide, in the block bounded by Gratiot Avenue, Queen Avenue, State Fair Avenue and Rossini Drive deeded to the City of Detroit on March 26, 1980 (J.C.C., pages 923-924) and described as: Land in the City of Detroit, County of Wayne, State of Michigan being the easterly 20 feet of the westerly 25 feet of Lot 273 "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records.

The North-South public alley, 20 feet wide, deeded to the City of Detroit on October 13, 1970 (J.C.C. pages 2573-74) and described as: Land in the City of Detroit, Wayne County, Michigan lying easterly of Gratiot Avenue, between Rossini Drive and Fairmount Drive being the westerly 11 feet of Lots 41 of the "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township

(Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records; also a nine foot wide, 141 feet long strip of land in the N.E. 1/4 of Section 1 T.1S., R.11E. lying westerly of and abutting the westerly line of the above described westerly 11 foot portion of Lot 41 "Ed De Grandchamp Gratiot Farm Subdivision" L. 40, P. 18 PWCR, and said 9 foot wide strip of land extended southerly 18 feet, with the southeasterly corner of said 9 foot strip being coincident with the northwest corner of Lot 68 of above mentioned "Ed De Grandchamp Gratiot Farm Subdivision" L. 40, P. 18, PWCR.

Part of the East-West public alley, 18 feet wide, Gratiot Avenue, Queen Avenue, Rossini Drive and Fairmount Drive described as lying northerly of and abutting the North line of Lot 68, 67 and the westerly 17 feet of Lot 66, also lying southerly of and abutting the South line of Lots 41, 42 and the westerly 17 feet of Lot 43 "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records.

Part of the East-West public alley, 18 feet wide, Gratiot Avenue, Queen Avenue, State Fair Avenue and Rossini Drive described as lying northerly of and abutting the North line of the easterly 30 feet of Lot 273 and lying northerly of and abutting the North line of the westerly 17 feet of Lot 272; lying southerly of and abutting the South line of the easterly 30 feet of Lot 70 and lying southerly of and abutting the South line westerly 17 feet of Lot 71 "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records.

Be and the same is hereby vacated as public alleys and is hereby converted into a private easement for public utilities of the full width of the street, which easement shall be subject to the following covenants and agreements, uses, reservations and regulations, which shall be observed by the owners of the lots abutting on said street and by their heirs, executors, administrators and assigns, forever to wit:

First, Said owners hereby grant to and for the use of the public easement or right-of-way over said vacated public alleys herein above described for the purposes of maintaining, installing, repairing, removing, or replacing public utilities such as water mains, sewers, gas lines or mains, telephone, electric light conduits or poles or things usually placed or installed in a public street in the City of Detroit, with

the right to ingress and egress at any time to and over said easement for the purpose above set forth,

Second, Said utility easement or right-of-way in and over said vacated alleys herein above described shall be forever accessible to the maintenance and inspection forces of the utility companies, or those specifically authorized by them, for the purpose of inspecting, installing, maintaining, repairing, removing, or replacing any sewer, conduit, water main, gas line or main, telephone or light pole or any utility facility placed or installed in the utility easement or right-of-way. The utility companies shall have the right to cross or use the driveways and yards of the adjoining properties for ingress and egress at any time to and over said utility easement with any necessary equipment to perform the above mentioned task, with the understanding that the utility companies shall use due care in such crossing or use, and that any property damaged by the utility companies, other than that specifically prohibited by this resolution, shall be restored to a satisfactory condition,

Third, Said owners for their heirs and assigns further agree that no buildings or structures of any nature whatsoever including, but not limited to, concrete slabs or driveways, retaining or partition walls, shall be built or placed upon said easements, nor change of surface grade made, without prior approval of the City Engineering Division — DPW,

Fourth, That if the owners of any lots abutting on said vacated alley shall request the removal and/or relocation of any existing poles or other utilities in said easement, such owners shall pay all costs incidental to such removal and/or relocation, unless such charges are waived by the utility owners,

Fifth, That if any utility located in said property shall break or be damaged as a result of any action on the part of said owners or assigns (by way of illustration but not limitation) such as storage of excessive weights of materials or construction not in accordance with Section 3, mentioned above, then in such event said owners or assigns shall be liable for all costs incidental to the repair of such broken or damaged utility; and further

Provided, That an easement, the full width of the existing right-of-way, is reserved for the Detroit Water and Sewerage Department for the purpose of installing, maintaining, repair, removing, or replacing any sewers, water mains, fire hydrants and appurtenances, with the right of ingress and egress at any time to, and over said easement for the purpose above set forth; and be it further

Provided, That free and easy access to the sewers, water mains, fire hydrants and appurtenances within the easement

is required for Detroit Water and Sewerage Department equipment, including the use of backhoes, bull dozers, cranes or pipe trucks, and other heavy construction equipment, as necessary for the alteration or repair of the sewer or water main facilities; and be it further

Provided, That the Detroit Water and Sewerage Department retains the right to install suitable permanent main location guide post over its water mains at reasonable intervals and at points deflection; and be it further

Provided, That said owners of the adjoining property, for themselves, their heirs and assigns, agree that no building or structure of any nature whatsoever, including porches, patios, balconies, etc., shall be built upon or over said easement, or that no grade changes or storage of materials shall be made within said easement without prior written approval and agreement with the Detroit Water and Sewerage Department; and be it further

Provided, That the Public Lighting Department requires that no structures or barricades be built over PLD installations or on existing utility easement areas. As per PLD requirements, any structure proposed to be built shall maintain 10 feet horizontal clearance from the overhead PLD lines and installations also any structure proposed to be built shall maintain a minimum of 3 feet horizontal clearance and 12 feet vertical clearance from the PLD conduit bank and manholes. The contractor should take necessary precautions not to damage PLD utilities, if they plan to use heavy earth moving equipment. The contractor will be liable for any damages to any PLD underground facilities. PLD requires unrestricted easement rights with 24-hour heavy vehicle access in order to maintain their facilities; and be it further

Provided, That if any time in the future, the owners of any lots abutting on said vacated street or alley shall request the removal and/or relocation of the aforementioned utilities in said easement, such owners shall pay all costs incident to such removal and/or relocation. It is further provided that if sewers, water mains, and/or appurtenances in said easement shall break or be damaged as a result of any action on the part of the owner, or assigns, then in such event, the owner or

assigns shall be liable for all costs incident to the repair of such broken or damaged sewers and water mains, and shall also be liable for all claims for damages resulting from his action; and be it further

Provided, That if it becomes necessary to remove the paved alley returns at the entrances (into Fairmount Drive or State Fair Avenue), such removal and construction of new curb and sidewalk shall be done under city permit and inspection according to City Engineering Division — DPW specifications with all costs borne by the abutting owner(s), their heir or assigns; and further

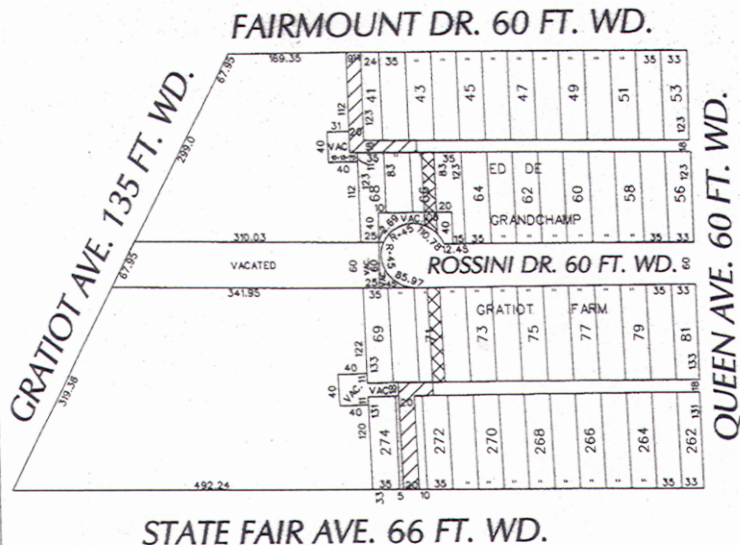
Provided, That the City Clerk shall within 30 days record a certified copy of this resolution with the Wayne County Register of Deeds.

Resolved, The Planning and Development Department Director is hereby authorized to issue quit-claim deeds to transfer the following described parcel of land for the fair market value and/or other valuable consideration:

Land in the City of Detroit, County of Wayne, State of Michigan being the easterly 20 feet of the westerly 25 feet of Lot 273 "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records.

Together with land in the City of Detroit, Wayne County, Michigan lying easterly of Gratiot Avenue, between Rossini Drive and Fairmount Drive being the westerly 11 feet of Lot 41 of the "Ed De Grandchamp Gratiot Farm Subdivision of part of the NE. 1/4 of Section 1. T1S, R12E, Gratiot Township (Now Detroit), Wayne County, Michigan" as recorded in Liber 40, page 18 of Plats, Wayne County Records, also a nine foot wide, 141 feet long strip of land in the N.E. 1/4 of Section 1 T.1S., R.11E. lying westerly of and abutting the westerly line of the above described westerly 11 foot portion of Lot 41 "Ed De Grandchamp Gratiot Farm Subdivision" L. 40, P. 18 PWCR, and said 9 foot wide strip of land extended southerly 18 feet, with the southeasterly corner of said 9 foot strip being coincident with the northwest corner of Lot 68 of above mentioned "Ed De Grandchamp Gratiot Farm Subdivision" L. 40, P. 18, PWCR.

PETITION NO. 2925
 INGRAM CIVIL ENGINEERING GROUP
 240 WILSON PIKE CIRCLE
 SUITE 200
 BRENTWOOD, TN. 37027
 PHONE NO. 615 370 7964
 FAX NO. 615 370 1273



- AREA OF EASEMENT
- AREA OF DEDICATION
 (With 18 foot wide alley)

(FOR OFFICE USE ONLY)

CARTO 94 A

B		REQUEST CONVERSION TO EASEMENT THE 20 FOOT WIDE NIS ALLEYS INCLUDING A PORTION OF THE 18 FOOT WIDE E/W ALLEYS, AND REQUEST DEDICATION OF 18 FOOT WIDE NIS ALLEYS IN THE AREA BOUND BY GRATIOT, FAIRMOUNT, QUEEN AND STATE FAIR		CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
A				JOB NO. 01-01	
DESCRIPTION		REVIEWED		SURVEY NO. X2925	
DRAWN BY KSM		CHECKED			
DATE 10-14-13		APPROVED			

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Finance Department Purchasing Division

December 19, 2013

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2884897 — 100% City Funding — To provide Towing Service, ABAN, Citywide — Company: ABA Impound, Inc., Location: 14201 Joy Rd., Detroit, MI 48228 — Contract period: July 1, 2013

through June 30, 2014 — Contract amount not to exceed: \$46,875.00.
Municipal Parking.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division
 By Council Member Benson:

Resolved, That Contract No. 2884897 referred to in the foregoing communication dated December 19, 2013, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, and Tate — 8.

Nays — Council President Jones — 1.

*WAIVER OF RECONSIDERATION
 (No. 7) per motions before adjournment.

**Finance Department
Purchasing Division**

December 19, 2013

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2884898 — 100% City Funding — To provide Towing Service, ABAN, Citywide — Company: City Auto Storage, LLC, Location: 14201 Joy Rd., Detroit, MI 48228 — Contract period: July 1, 2013 through June 30, 2014 — Contract amount not to exceed: \$46,875.00.

Municipal Parking.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division
By Council Member Benson:

Resolved, That Contract No. 2884898 referred to in the foregoing communication dated December 19, 2013, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — Council Member Jenkins — 1.

***WAIVER OF RECONSIDERATION**
(No. 8) per motions before adjournment.

**Finance Department
Purchasing Division**

December 19, 2013

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2884901 — 100% City Funding — To provide Towing Service, ABAN, Citywide — Company: J & C Recovery, Inc., Location: 14201 Joy Rd., Detroit, MI 48228 — Contract period: July 1, 2013 through June 30, 2014 — Contract amount not to exceed: \$46,875.00.

Municipal Parking.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division
By Council Member Benson:

Resolved, That Contract No. 2884901 referred to in the foregoing communication dated December 19, 2013, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — Council Member Jenkins — 1.

***WAIVER OF RECONSIDERATION**
(No. 9) per motions before adjournment.

**Finance Department
Purchasing Division**

December 19, 2013

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2884902 — 100% City Funding — To provide Towing Service, ABAN, Citywide — Company: Detroit Auto Recovery Service, Inc., Location: 14201 Joy Rd., Detroit, MI 48228 — Contract period: July 1, 2013 through June 30, 2014 — Contract amount not to exceed: \$46,875.00.

Municipal Parking.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division
By Council Member Benson:

Resolved, That Contract No. 2884902 referred to in the foregoing communication dated December 19, 2013, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — Council Member Jenkins — 1.

***WAIVER OF RECONSIDERATION**
(No. 10) per motions before adjournment.

**Finance Department
Purchasing Division**

January 15, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2884904 — 100% City Funding — To provide Towing Service, ABAN, Citywide — Company: Nationwide Recovery Inc., Location: 11785 Freud Street, Detroit, MI 48214 — Contract period: July 1, 2013 through June 30, 2014 — Contract amount not to exceed: \$46,875.00.

Municipal Parking.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division
By Council Member Benson:

Resolved, That Contract No. 2884904 referred to in the foregoing communication dated January 15, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — Council Member Jenkins — 1.

***WAIVER OF RECONSIDERATION**
(No. 11) per motions before adjournment.

Finance Department Purchasing Division

December 19, 2013

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2884903 — 100% City Funding — To provide Towing Service, ABAN, Citywide — Company: Michigan Auto Recovery Services, Inc., Location: 8850 Southfield Rd., Detroit, MI 48228 — Contract period: July 1, 2013 through June 30, 2014 — Contract amount not to exceed: \$46,875.00. **Municipal Parking.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2884903 referred to in the foregoing communication dated December 19, 2013, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Leland, Sheffield, Spivey, Tate, and President Jones — 8.

Nays — Council Member Jenkins — 1.

***WAIVER OF RECONSIDERATION** (No. 12) per motions before adjournment.

Police Department

February 27, 2014

Honorable City Council:

Re: Request to accept Two ANVIS 9, Aviator Night Vision Goggles, Model M949 from the Wayne County Homeland Security and Emergency Management.

The Detroit Police Department (DPD) Air support unit conducts nightly law enforcement missions along the international border. The ANVIS 9, Aviator Night Vision Goggles, Model M949 is an Aviator Night Vision Imaging System (ANVIS) used to improve situational awareness and systems performance, in addition to ergonomic and technological enhancements whereby benefiting the Air Support flight crew.

FEMA 2008 Operation Stonegarden (FY08OPSG) grant is intended to enhance cooperation and coordination among local, tribal, territorial, state and federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders. This includes travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

The Wayne County Office of Homeland Security Emergency Management grant was approved for \$21,135.88 in funds, with no cash match. Purchased were two ANVIS goggles, Series Numbers 83022, 83023 which were transferred to the

Detroit Police Department's Office of Homeland Security.

I am requesting your approval to accept the donation and adopt the enclosed resolution.

If you have any questions or concerns regarding this matter, please feel free to contact me at 596-1803, Monday through Friday, 8:00 a.m. to 4:00 p.m.

Respectfully submitted,

JAMES E. CRAIG

Chief of Police

Approved:

FLOYD STANLEY

Budget Director

JOHN NAGLICK

Finance Director

By Council Member Benson:

Resolved, The Detroit Police Department be and is hereby authorized to accept two ANVIS 9, Aviator Night Vision Goggles, Model M949, Serial #83022, 83023 through the U.S. FEMA Operation Stonegarden, Wayne County Office of Homeland Security Emergency Management,

Resolved, That the Police Department through the Chief of Police or its Assistant Chief is authorized to enter into a Contract with the stipulated agencies to perform the needed grant functions.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

***WAIVER OF RECONSIDERATION** (No. 13) per motions before adjournment.

Buildings, Safety Engineering and Environmental Department

Honorable City Council:

Re: Dangerous Buildings.

In accordance with this department's findings and determination that the buildings or structures on the following described premises are in a dangerous condition and should be removed. It is requested that your Honorable Body hold a hearing on each location as provided in Ord. 290-H Section 12-11-28.4 of the Building Code, and this department also recommends that you direct the Buildings, Safety Engineering and Environmental Department to act in each case to have the dangerous structures removed and to assess the costs of same against the property.

14824 Bentler, Bldg. ID 101.00, Lot No.: N12 and B. E. Taylors Brightmoor-He., between Eaton and Lyndon.

Vacant and open to trespass.

410 Colonial, Bldg. ID 101.00, Lot No.: 425 and Oakwood, (Plats), between Ormond and Powell.

Vacant and open to trespass.

434 Colonial, Bldg. ID 101.00, Lot No.: 421 and Oakwood, (Plats), between Ormond and Powell.

Vacant and open to trespass.

7701 Concord, Bldg. ID 101.00, Lot No.: 17 and Lyons Sub., between Miller and Strong.

Vacant and open to trespass, yes.

7717 Concord, Bldg. ID 101.00, Lot No.: S20 and Lyons Sub., between Miller and Strong.

Vacant and open to trespass, yes.

7859 Concord, Bldg. ID 101.00, Lot No.: 11 and Girardin Estate, between Miller and Strong.

Vacant and open to trespass, yes.

7908 Concord, Bldg. ID 101.00, Lot No.: 43 and Girardin Estate, between Strong and Miller.

Vacant and open to trespass, yes.

11192 Corbett, Bldg. ID 101.00, Lot No.: 109 and Ravendale Sub., between Gunston and Conner.

Vacant and open to trespass, yes.

2675 Cortland, Bldg. ID 101.00, Lot No.: 511 and Linwood Heights Sub., between Linwood and Lawton.

Vacant and open to trespass.

18938 Dale, Bldg. ID 101.00, Lot No.: 257 and Bungalohill, (Plats), between Clarita and Vassar.

Vacant and open to trespass, debris/junk/rubbish.

4969 Daniels, Bldg. ID 101.00, Lot No.: 28 and Skrzycki Sub., between No Cross Street and John Kr.

Vacant and open to trespass, yes.

14175 Darcy, Bldg. ID 101.00, Lot No.: 105 and B. E. Taylors Brightmoor-Jo., between Acacia and Lahser.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards.

14192 Darcy, Bldg. ID 101.00, Lot No.: 103 and B. E. Taylors Brightmoor-Jo., between Greendale and Burgess.

Vacant and open to trespass, vandalized & deteriorated.

2615 Dickerson, Bldg. ID 101.00, Lot No.: 58 and Daniel J. Campaus, (Plats), between Charlevoix and Vernor.

Vandalized & deteriorated, rear yard/yards, vacant and open to trespass and elements all sides. Yes.

4835 Eastlawn, Bldg. ID 101.00, Lot No.: 271 and Jefferson Park Land Co. Lt., between Warren and Forest.

Vacant and open to trespass.

108 E. Euclid, Bldg. ID 101.00, Lot No.: N59 and Lowes, (Plats), between John R. and Woodward.

Vacant and open to trespass.

211 E. Euclid, Bldg. ID 101.00, Lot No.: E30 and Lowes, (Plats), between John R. and Brush.

Vacant and open to trespass.

427 E. Euclid, Bldg. ID 101.00, Lot No.: 113 and Lowes, (Plats), between Brush and Beaubien.

Vacant and open to trespass.

515 E. Euclid, Bldg. ID 101.00, Lot No.: 105 and Lowes Sub., between Beaubien and Kingsley Ct.

Vacant and open to trespass.

521 E. Euclid, Bldg. ID 101.00, Lot No.: 104 and Lowes Sub., between Beaubien and Kingsley Ct.

Vacant and open to trespass.

527 E. Euclid, Bldg. ID 101.00, Lot No.: 103 and Lowes Sub., between Beaubien and Kingsley Ct.

Vacant and open to trespass.

544 E. Euclid, Bldg. ID 101.00, Lot No.: 59 and Lowes Sub., between Kingsley Ct. and Beaubien.

Vacant and open to trespass.

561 E. Euclid, Bldg. ID 101.00, Lot No.: 97 and Lowes Sub., between Beaubien and Kingsley Ct.

Vacant and open to trespass.

586 E. Euclid, Bldg. ID 101.00, Lot No.: 66 and Lowes Sub., between Kingsley Ct. and Beaubien.

Vacant and open to trespass.

13943 Evergreen, Bldg. ID 101.00, Lot No.: 247 and Chaveys Schoolcraft Sub. #, between Kendall and Schoolcraft.

Vacant and open to trespass, vandalized & deteriorated.

17331 Ferguson, Bldg. ID 101.00, Lot No.: 104 and Taylors B. E. Elmoor, between Outer Drive and Santa Maria.

Vacant and open to trespass.

17544 Ferguson, Bldg. ID 101.00, Lot No.: 60 and B. E. Taylors Wilmoor Sub., between Outer Drive and Curtis.

Vacant and open to trespass.

17607 Ferguson, Bldg. ID 101.00, Lot No.: 15; and Taylors B. E. Edgemoor, between Thatcher and Outer Drive.

Vacant and open to trespass.

18003 Ferguson, Bldg. ID 101.00, Lot No.: S7' and Taylors B. E. Edgemoor, between Curtis and Thatcher.

Vacant and open to trespass.

19436 Ferguson, Bldg. ID 101.00, Lot No.: 100 and Homelands Sub., between Cambridge and Vassar.

Vacant and open to trespass.

4443 Garland, Bldg. ID 101.00, Lot No.: 155 and Bewicks Sub., between Warren and Canfield.

Vacant and open to trespass, overgrown brush/grass.

18010 Gilchrist, Bldg. ID 101.00, Lot No.: 112 and Rutland Outer Drive Sub. N., between Thatcher and Curtis.

Vacant and open to trespass.

19476 Gilchrist, Bldg. ID 101.00, Lot No.: N25 and Homelands Sub., between Vassar and St. Martins.

Vacant and open to trespass.

19919 Gilchrist, Bldg. ID 101.00, Lot No.: 322 and Madison Park, (Plats), between Fargo and Pembroke.

Vacant and open to trespass.

22000 W. Grand River, Bldg. ID 101.00, Lot No.: 3*; and Mc Intyres A. P. Allotment, between Redford and Lahser.

Vacant and open to trespass, yes.

19236 Grandview, Bldg. ID 101.00, Lot No.: N56 and Hitchmans Thomas Homecrof, between Seven Mile and Frisbee.

Vacant and open to trespass, vandalized & deteriorated, open.

19294 Grandview, Bldg. ID 101.00, Lot No.: S44 and Hitchmans Thomas Homecrof, between Seven Mile and Frisbee.

Vacant and open to trespass.

1405 Green, Bldg. ID 101.00, Lot No.: S3' and Moses W. Fields, (Plats), between No Cross Street and Lafayette.

Vacant and open to trespass, yes, fire damaged.

8043 E. Grixdale, Bldg. ID 101.00, Lot No.: 135 and Harrahs Van Dyke Park, between Van Dyke and Veach.

Vacant and open to trespass, yes.

4150 Haverhill, Bldg. ID 101.00, Lot No.: 579 and East Detroit Development, between Bremen and Waveney.

Vacant and open to trespass.

6534 Horatio, Bldg. ID 101.00, Lot No.: 62 and Wesson & Ingersolls Sub. O., between Daniels and Cicotte.

Vacant and open to trespass, yes.

6538 Horatio, Bldg. ID 101.00, Lot No.: 63 and Wesson & Ingersolls Sub. O., between Daniels and Cicotte.

Vacant and open to trespass, yes.

6558 Horatio, Bldg. ID 101.00, Lot No.: 66 and Wesson & Ingersolls Sub. O., between Daniels and Cicotte.

Vacant and open to trespass.

19404 Hull, Bldg. ID 101.00, Lot No.: 143 and Ford Gardens Sub., between Emery and Lantz.

Yes, vacant and open to trespass, vandalized & deteriorated, rear yard/yards.

5418-20 Iroquois, Bldg. ID 101.00, Lot No.: 21 and Owens John, between Moffat and Gratiot.

Vacant and open to trespass.

6109 Iroquois, Bldg. ID 101.00, Lot No.: 41; and Stephens Elm Pk., (Plats), between No Cross Street and Lambert.

Vacant and open to trespass.

20194 Irvington, Bldg. ID 101.00, Lot No.: 378 and Gilmore & Chavenelles No., between Remington and Winchester.

Vacant and open to trespass, yes.

20464 Irvington, Bldg. ID 101.00, Lot No.: 398 and Gilmore & Chavenelles No., between Winchester and Eight Mile.

Vacant and open to trespass, yes.

20495 Irvington, Bldg. ID 101.00, Lot No.: 425 and Gilmore & Chavenelles No., between Eight Mile and Winchester.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards, yes.

14230 E. Jefferson, Bldg. ID 101.00, Lot No.: 1&2 and Lakewood Blvd. Addition, (P.), between Lakewood and Newport.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards.

3043 Lakewood, Bldg. ID 101.00, Lot No.: 109 and Garden Heights, (Plats), between Mack and Charlevoix.

Vacant and open to trespass.

16940 Lilac, Bldg. ID 101.00, Lot No.: 336 and The Garden Addition No. 2, between Puritan and McNichols.

Vacant and open to trespass.

18669 Lindsay, Bldg. ID 101.00, Lot No.: 578 and Redford Southfield Court, between Clarita and Margareta.

Vacant and open to trespass.

19918 Lindsay, Bldg. ID 101.00, Lot No.: 308 and Madison Park, (Plats), between Pembroke and Fargo.

Vacant and open to trespass.

19972 Lindsay, Bldg. ID 101.00, Lot No.: 298 and Madison Park, (Plats), between Pembroke and Fargo.

Vacant and open to trespass.

20228 Lindsay, Bldg. ID 101.00, Lot No.: 827 and Madison Park, (Plats), between Trojan and Hessel.

Vacant and open to trespass, rear yard/yards, overgrown brush/grass, debris/junk/rubbish, nmt.

1794 Livernois, Bldg. ID 101.00, Lot No.: 938 and Daniel Scottens Resub., (Pl.), between Cadet and No Cross Street.

Vacant and open to trespass.

13410 E. McNichols, Bldg. ID 101.00, Lot No.: 308 and Michael Greiner Estate, (P.), between Pelkey and Hickory.

Vacant and open to trespass, yes.

107 Melbourne, Bldg. ID 101.00, Lot No.: E35 and Mc Laughlin Bros. Sub. of L., between Woodward and Woodward.

Vacant and open to trespass, yes.

227 Melbourne, Bldg. ID 101.00, Lot No.: 14 and Mc Laughlin Bros. Sub. of L., between John R. and John R.

Vacant and open to trespass.

403 Melbourne, Bldg. ID 101.00, Lot No.: W32 and Mc Laughlin Bros. Sub. of L., between Brush and Beaubien.

Vacant and open to trespass.

95 Melbourne, Bldg. ID 101.00, Lot No.: 8;W. and Mc Laughlin Bros. Sub. of L., between Woodward and Woodward.

Vacant and open to trespass.

250 Merton, Bldg. ID 101.00, Lot No.: 350 and Merrill Palmer, between Whitmore Rd. and Second.

Vandalized & deteriorated, rear yard/yards, vacant and open to trespass, 2nd floor open to elements.

7901-13 Michigan, Bldg. ID 101.00, Lot No.: 5-3 and Bessenger & Moores Sub. We., between Springwells and Lumley.

Vacant and open to trespass, yes.

8625 Military, Bldg. ID 101.00, Lot No.: 20 and Thomas V. Wrefords Sub., between Livernois and Linsdale.

Vacant and open to trespass.

13514 Moenart, Bldg. ID 101.00, Lot No.: 32 and Patterson Bros. & Cos., between Luce and Desner.

Vacant and open to trespass, extensive fire damaged/dilapidated, structurally unsafe to the point of near collapse.

19394 Moenart, Bldg. ID 101.00, Lot No.: 144 and Milligan Clarence P., between Emery and Lantz.

Vacant and open to trespass, vandalized & deteriorated, yes.

14121 Montrose, Bldg. ID 101.00, Lot

No.: 218 and Taylors B. E. Bluebird, (Pla.), between Acacia and Kendall.

Vacant and open to trespass.

1142 Morrell, Bldg. ID 101.00, Lot No.: S25 and P.C. #30 of O.L. 22 & 23, between Fischer and Porter.

Vacant and open to trespass, yes.

2631 Mt. Elliott, Bldg. ID 101.00, Lot No.: S1/ and Burlages Sub. O.L. 12 & Pt. O., between Hunt and Hendricks.

Vacant and open to trespass, yes.

630 Mt. Vernon, Bldg. ID 101.00, Lot No.: W1' and Kochs Sub., between Oakland and Beaubien.

Vacant and open to trespass.

661 Mt. Vernon, Bldg. ID 101.00, Lot No.: 77 and Kochs Sub., between Kingsley Ct. and Oakland.

Vacant and open to trespass.

667 Mt. Vernon, Bldg. ID 101.00, Lot No.: EXC. and Kochs Sub., between Kingsley Ct. and Oakland.

Vacant and open to trespass.

675-77 Mt. Vernon, Bldg. ID 101.00, Lot No.: S77 and Kochs Sub., between Kingsley Ct. and Oakland.

Vacant and open to trespass.

18209 Murray Hill, Bldg. ID 101.00, Lot No.: 594 and College Drive, between Pickford and Curtis.

Vacant and open to trespass.

18278 Murray Hill, Bldg. ID 101.00, Lot No.: 548 and College Drive, between Curtis and Pickford.

Vacant and open to trespass.

19442 Murray Hill, Bldg. ID 101.00, Lot No.: 151 and Longview, (Plats), between Vassar and No Cross Street.

Vacant and open to trespass, extensive fire damaged/dilapidated, structurally unsafe to the point of near collapse.

35 E. Nevada, Bldg. ID 101.00, Lot No.: 528 and North Woodward, (Plats), between John R. and Brush.

Vacant and open to trespass, yes.

41 E. Nevada, Bldg. ID 101.00, Lot No.: 529 and North Woodward, (Plats), between John R. and Brush.

Vacant and open to trespass, yes.

5930 Nottingham, Bldg. ID 101.00, Lot No.: 175 and Nottingham Sub., between Linville and Edsel Ford.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards.

5935 Nottingham, Bldg. ID 101.00, Lot

No.: 206 and Nottingham Sub., between No Cross Street and Linville.

Vandalized & deteriorated, vacant and open to trespass, rear yard/yards.

15309 Novara, Bldg. ID 101.00, Lot No.: 140 and East Haven, (Plats), between Hayes and Crusade.

Vacant and open to trespass, yes.

11168 W. Outer Drive, Bldg. ID 101.00, Lot No.: 418 and B. E. Taylors Brightmoor-He., between Blackstone and Westbrook.

Vacant and open to trespass.

3192 E. Outer Drive, Bldg. ID 101.00, Lot No.: 61 and Ostrowski-Ratajczak, between Buffalo and Bloom.

Vacant and open to trespass, yes.

2542 Parker, Bldg. ID 101.00, Lot No.: 59 and Worcester, (Plats), between Vernor and Charlevoix.

2nd floor open to elements, roof (front porch roof collapsed). Vacant and open to trespass, vandalized & deteriorated, rear yard/yards.

11366 Penrod, Bldg. ID 101.00, Lot No.: N30 and Emerson Park, (Plats), between Elmira and Plymouth.

Vacant and open to trespass, extensive fire damaged/dilapidated, structurally unsafe to the point of near collapse.

11425 Penrod, Bldg. ID 101.00, Lot No.: S15 and Emerson Park, (Plats), between Plymouth and Chicago.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards.

7804 Piedmont, Bldg. ID 101.00, Lot No.: 366 and Warrendale, (Plats), between Sawyer and Tireman.

Vacant and open to trespass, rear yard/yards.

8283 Piedmont, Bldg. ID 101.00, Lot No.: 411 and Warrendale, (Plats), between Constance and Belton.

Vacant and open to trespass, vandalized & deteriorated, debris/junk/rubbish.

8284 Piedmont, Bldg. ID 101.00, Lot No.: 402 and Warrendale, (Plats), between Belton and Constance.

Vacant and open to trespass, vandalized & deteriorated.

9200 Pierson, Bldg. ID 101.00, Lot No.: 317 and Rouge Park Blvd. Sub., between Cathedral and Westfield.

Vacant and open to trespass, yes, extensive fire damaged/dilapidated, structurally unsafe to the point of near collapse.

9203 Pierson, Bldg. ID 101.00, Lot No.:

242 and Rouge Park Blvd. Sub., between Westfield and Cathedral.

Vacant and open to trespass, vandalized & deteriorated.

9210 Pierson, Bldg. ID 101.00, Lot No.: 315 and Rouge Park Blvd. Sub., between Cathedral and Westfield.

Vacant and open to trespass, yes.

9258 Pierson, Bldg. ID 101.00, Lot No.: N5' and Rouge Park Blvd. Sub., between Cathedral and Westfield.

Vacant and open to trespass, vandalized & deteriorated.

9264 Pierson, Bldg. ID 101.00, Lot No.: N30 and Rouge Park Blvd. Sub., between Cathedral and Westfield.

Vacant and open to trespass, vandalized & deteriorated.

9302-04 Pinehurst, Bldg. ID 101.00, Lot No.: 383 and B. E. Taylors Middlepoint S., between Westfield and Westfield.

Vacant and open to trespass, yes.

8110 Plainview, Bldg. ID 101.00, Lot No.: 208 and Warrendale Parkside, (Plat), between Tireman and Belton.

Vacant and open to trespass, vandalized & deteriorated, debris/junk/rubbish.

18103 Prevost, Bldg. ID 101.00, Lot No.: 8 and Rugby Blvd. Sub., between Curtis and Thatcher.

Vacant and open to trespass.

18601 Prevost, Bldg. ID 101.00, Lot No.: 390 and College Drive, (Plats), between Clarita and Margareta.

Vacant and open to trespass.

1214 Rademacher, Bldg. ID 101.00, Lot No.: 67 and Kaiers Sub. of Lts. 16 thru, between Army and Regular.

Vacant and open to trespass, yes.

848-50 Rademacher, Bldg. ID 101.00, Lot No.: 119 and Casgrains, (Plats), between Fisher and Lafayette.

Vacant and open to trespass, yes.

850 Rademacher, Bldg. ID 101.00, Lot No.: 119 and Casgrains, (Plats), between Fisher and Lafayette.

Vacant and open to trespass, yes.

18944 Riverview, Bldg. ID 101.00, Lot No.: 156 and Bungalowhill, (Plats), between Clarita and Seven Mile.

Vacant and open to trespass, yes, extensive fire damaged/dilapidated, structurally unsafe to the point of near collapse.

14845 Rochelle, Bldg. ID 101.00, Lot

No.: 96 and Hitchmans Taylor Ave., (Pla.), between Maccrary and Queen.

Vacant and open to trespass, yes.

7370 Roland, Bldg. ID 101.00, Lot No.: 117 and Clarkes, (Plats), between Van Dyke and No Cross Stree.

Vacant and open to trespass, yes.

11003 Rossiter, Bldg. ID 101.00, Lot No.: 61 and King Heights Sub., between Yorkshire and Berkshire.

Vacant and open to trespass, yes.

12114 Rutherford, Bldg. ID 101.00, Lot No.: N35 and Capitol Park Sub., between Wadsworth and Capitol.

Vacant and open to trespass, vandalized & deteriorated.

16653 San Juan, Bldg. ID 101.00, Lot No.: 371 and The Garden Addition No. 2, between McNichols and Puritan.

Vacant and open to trespass.

11064 Sanford, Bldg. ID 101.00, Lot No.: 23 and Watsonian Gardens, between Elmo and Conner.

Vacant and open to trespass/side & front 4 sale 707 584-0687 (NSP), yes.

12016 Santa Rosa, Bldg. ID 101.00, Lot No.: 96 and Green, (Plats), between No Cross Street and Cortlan.

Vacant and open to trespass.

13247 Santa Rosa, Bldg. ID 101.00, Lot No.: 328 and Robert Oakmans Ford Hwy. &, between Davison and Buena Vista.

Vacant and open to trespass.

27 W. Savannah, Bldg. ID 101.00, Lot No.: 6 and Grix Home Park, (Plats), between John R. and Charleston.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards, yes.

5038 Seminole, Bldg. ID 101.00, Lot No.: 6 and Beamer & Bryant, between Warren and Moffat.

Vacant and open to trespass.

18344 Shiawassee, Bldg. ID 101.00, Lot No.: 17 and George W. Osborne's Sub., between Grand River and Roxford.

Vacant and open to trespass.

415 Smith, Bldg. ID 101.00, Lot No.: 49 and Wm. Y. Hamlin & S. J. Browns, between Brush and Beaubien.

Vac., barr. & secure, vacant and open to trespass.

14188 Spring Garden, Bldg. ID 101.00, Lot No.: 569 and Seymour & Troesters Montc., between Peoria and Grover.

Vacant and open to trespass, yes.

20004 St. Aubin, Bldg. ID 101.00, Lot No.: 218 and John B. Sosnowski Conant A., between Outer Drive and Remington.

Vacant and open to trespass, rear yard/yards, vandalized & deteriorated.

14729 St. Marys, Bldg. ID 101.00, Lot No.: 22 and Norwood Sub., between Chalfonte and Grand River.

Vacant and open to trespass, yes.

14739 St. Marys, Bldg. ID 101.00, Lot No.: 23 and Norwood Sub., between Chalfonte and Grand River.

Vacant and open to trespass, yes.

7333 Stahelin, Bldg. ID 101.00, Lot No.: 593 and Warrendale No. 1, (Plats), between Sawyer and Warren.

Vacant and open to trespass, rear yard/yards.

7460 Stockton, Bldg. ID 101.00, Lot No.: 207 and Packard Park, (Plats), between Packard and Packard.

Vacant and open to trespass, yes.

12101 Stoepel, Bldg. ID 101.00, Lot No.: 62 and Robert Oakmans Cortland &, between Cortland and No Cross Stree.

Vacant and open to trespass.

12405 Stoepel, Bldg. ID 101.00, Lot No.: 243 and Robert Oakmans Ford Hwy. &, between Fullerton and Cortland.

Vacant and open to trespass.

12703 Stoepel, Bldg. ID 101.00, Lot No.: 226 and Robert Oakmans Ford Hwy. &, between Buena Vista and Fullerton.

Vacant and open to trespass.

18171 Stout, Bldg. ID 101.00, Lot No.: 249 and Radio #1, (Plats), between Pickford and Glenco.

Rear yard/yards, vandalized & deteriorated, rear yard/yards, vacant and open to trespass/elements at front & southside. (Nsp.).

7730 Stout, Bldg. ID 101.00, Lot No.: 132 and Frischkorns Parkdale, (Pla.), between Sawyer and Belton.

9223 Stout, Bldg. ID 101.00, Lot No.: S15 and Warrendale Warsaw #1, between Westfield and Cathedral.

Vacant and open to trespass.

9224 Stout, Bldg. ID 101.00, Lot No.: 968 and Warrendale Warsaw #1, between Cathedral and Westfield.

Vacant and open to trespass, vandalized & deteriorated.

15335 Strathmoor, Bldg. ID 101.00, Lot No.: 42 and Arbor Park, (Plats), between Midland and Fenkell.

Vacant and open to trespass.

10622 Stratmann, Bldg. ID 101.00, Lot No.: 218 and Dalby Campbell Outer Blvd., between Haverhill and Courville.

Vacant and open to trespass, yes.

14160 Tacoma, Bldg. ID 101.00, Lot No.: 198 and Gratiot Lawn, between Regent Dr. and Anvil.

Vacant and open to trespass, vandalized & deteriorated, rear yard/yards, yes.

19212 Tireman, Bldg. ID 101.00, Lot No.: 437 and Warrendale, (Plats), between Grandville and Piedmont.

Vacant and open to trespass.

15468 Tuller, Bldg. ID 101.00, Lot No.: 541 and Mulberry Hill #1, (Plats), between No Cross Street and Midland.

Vacant and open to trespass.

15504 Tuller, Bldg. ID 101.00, Lot No.: 535 and Mulberry Hill #1, (Plats), between John C. Lodge and Midland.

Vacant and open to trespass.

16128 Tuller, Bldg. ID 101.00, Lot No.: 251 and The Garden Addition, (Plat), between Puritan and Puritan.

Vacant and open to trespass.

16224 Tuller, Bldg. ID 101.00, Lot No.: 235 and The Garden Addition, (Plat), between Puritan and Puritan.

Vacant and open to trespass.

16237 Tuller, Bldg. ID 101.00, Lot No.: 192 and The Garden Addition, (Plat), between Puritan and Puritan.

Vacant and open to trespass.

5508 Underwood, Bldg. ID 101.00, Lot No.: 416 and Dailey Park Sub., (Plats), between Howell and Northfield.

Vacant and open to trespass.

7227 Vaughan, Bldg. ID 101.00, Lot No.: 202 and Walshs John H. Warren Ave., between Sawyer and Warren.

Vacant and open to trespass, vandalized & deteriorated.

7281 Vaughan, Bldg. ID 101.00, Lot No.: 209 and Walshs John H. Warren Ave., between Sawyer and Warren.

Vacant and open to trespass.

7756 Vaughan, Bldg. ID 101.00, Lot No.: 140 and Walshs John H. Warren Ave., between Sawyer and Tireman.

Vacant and open to trespass.

8083 Vaughan, Bldg. ID 101.00, Lot No.: 511 and Warrendale Parkside #1, (P.), between Belton and Tireman.

Vacant and open to trespass, vandalized & deteriorated.

8105 Vaughan, Bldg. ID 101.00, Lot

No.: 508 and Warrendale Parkside #1, (P.), between Belton and Tireman.

Vacant and open to trespass, yes.

8210 Vaughan, Bldg. ID 101.00, Lot No.: 401 and Warrendale Parkside #1, (P.), between Belton and Constance.

Vacant and open to trespass.

8233 Vaughan, Bldg. ID 101.00, Lot No.: 502 and Warrendale Parkside #1, (P.), between Constance and Belton.

Vacant and open to trespass, vandalized & deteriorated.

8620 Vaughan, Bldg. ID 101.00, Lot No.: 436 and Warrendale Parkside #1, (P.), between Van Buren and Joy Road.

Vacant and open to trespass, vandalized & deteriorated.

8882 Vaughan, Bldg. ID 101.00, Lot No.: 727 and Warrendale Warsaw #1, between Joy Road and Dover.

Vacant and open to trespass.

8890 Vaughan, Bldg. ID 101.00, Lot No.: 728 and Warrendale Warsaw #1, between Joy Road and Dover.

Vacant and open to trespass, extensive fire damaged/dilapidated, structurally unsafe to the point of near collapse.

8896 Vaughan, Bldg. ID 101.00, Lot No.: 729 and Warrendale Warsaw #1, between Joy Road and Dover.

Rear yard/yards, vacant and open to trespass, vandalized & deteriorated.

12025 Wade, Bldg. ID 101.00, Lot No.: 307 and Ravendale Sub., between Barrett and Roseberry.

Vacant and open to trespass, yes.

3232 Waring, Bldg. ID 101.00, Lot No.: 75 and Boulevard Villas Sub., between Gleason and Francis.

Vacant and open to trespass, yes.

11154 Whithorn, Bldg. ID 101.00, Lot No.: 206 and John H. Tigchons Gratiot A., between Elmo and Conner.

Vacant and open to trespass, yes.

Respectfully submitted,

DAVID BELL

Building Official

Resolution Setting Hearings

On Dangerous Buildings

By Council Member Benson:

Whereas, The Buildings and Safety Engineering Department has filed reports on its findings and determination that buildings or structures on premises described in the foregoing communication are in a dangerous condition and should be removed; therefore be it

Resolved, That in accordance with Section 12-11-28.4 of the Building Code, as amended, a hearing on each of the fol-

lowing locations will be held by this City Council in the Committee Room, 13th Floor of the Coleman A. Young Municipal Bldg. on Monday, April 14, 2014 at 10:00 A.M.

14824 Bentler, 410 Colonial, 434 Colonial, 7701 Concord, 7717 Concord, 7859 Concord, 7908 Concord, 11192 Corbett, 2675 Cortland, 18938 Dale, 4969 Daniels;

14175 Darcy, 14192 Darcy, 2615 Dickerson, 4835 Eastlawn, 108 E. Euclid, 211 E. Euclid, 427 E. Euclid, 515 E. Euclid, 521 E. Euclid, 527 E. Euclid;

544 E. Euclid, 561 E. Euclid, 586 E. Euclid, 13943 Evergreen, 17331 Ferguson, 17544 Ferguson, 17607 Ferguson, 18003 Ferguson, 19436 Ferguson, 18010 Gilchrist;

19476 Gilchrist, 19919 Gilchrist, 22000 W. Grand River, 19236 Grandview, 19294 Grandview, 1405 Green, 8043 E. Grixdale, 4443 Garland, 4150 Haverhill, 6534 Horatio;

16940 Lilac, 18669 Lindsay, 19918 Lindsay, 19972 Lindsay, 20228 Lindsay, 1794 Livernois, 13410 E. McNichols, 95 Melbourne, 107 Melbourne, 227 Melbourne;

403 Melbourne, 250 Merton, 7901-7913 Michigan, 8625 Military, 13514 Moenart, 19394 Moenart, 14121 Montrose, 1142 Morrell, 2631 Mt. Elliott, 630 Mt. Vernon;

6538 Horatio, 6558 Horatio, 19404 Hull, 5418 Iroquois, 6109 Iroquois, 20194 Irvington, 20464 Irvington, 20495 Irvington, 14230 E. Jefferson, 3043 Lakewood;

661 Mt. Vernon, 667 Mt. Vernon, 675-677 Mt. Vernon, 18209 Murray Hill, 18278 Murray Hill, 19442 Murray Hill, 35 E. Nevada, 41 E. Nevada, 5930 Nottingham, 5935 Nottingham;

15309 Novara, 3192 E. Outer Drive, 11168 W. Outer Drive, 2542 Parker, 11366 Penrod, 11425 Penrod, 7804 Piedmont, 8283 Piedmont, 8284 Piedmont, 9200 Pierson;

9203 Pierson, 9210 Pierson, 9258 Pierson, 9264 Pierson, 9302-9304 Pinehurst, 8110 Plainview, 18103 Prevost, 18601 Prevost, 848-850 Rademacher, 1214 Rademacher;

18944 Riverview, 14845 Rochelle, 7370 Roland, 11003 Rossiter, 12114 Rutherford, 16653 San Juan, 11064 Sanford, 12016 Santa Rosa, 13247 Santa Rosa, 27 W. Savannah;

5038 Seminole, 18344 Shiawassee, 415 Smith, 14188 Spring Garden, 20004 St. Aubin, 14729 St. Marys, 14739 St. Marys, 7333 Stahelin, 7460 Stockton, 12101 Stoepel;

12405 Stoepel, 12703 Stoepel, 7730 Stout, 9223 Stout, 9224 Stout, 18171 Stout, 15335 Strathmoor, 10622 Stratmann, 14160 Tacoma, 19212 Tireman;

15468 Tuller, 15504 Tuller, 16128 Tuller,

16224 Tuller, 16237 Tuller, 5508 Underwood, 7227 Vaughan, 7281 Vaughan, 7756 Vaughan, 8083 Vaughan;

8105 Vaughan, 8210 Vaughan, 8233 Vaughan, 8620 Vaughan, 8882 Vaughan, 8890 Vaughan, 8896 Vaughan, 12025 Wade, 3232 Waring, 11154 Whithorn; for the purpose of giving the owner or owners the opportunity to show cause why said structure should not be demolished or otherwise made safe, and further

Resolved, That the Director of the Buildings and Safety Engineering Department be and is hereby requested to have her department represented at said hearings before this Body.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 4052 W. Euclid, 4058 W. Euclid, 15745 Fielding, 15837 Fielding, 20266 Forrer, 20276 Forrer, 19963 Glastonbury, 1491 Glynn Ct., 18858 Goddard and 18866 Goddard, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 4058 W. Euclid, 19963 Glastonbury, 1491 Glynn Ct., 18858 Goddard and 18866 Goddard, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

4052 W. Euclid, 15745 Fielding, 15837 Fielding, 20266 Forrer and 20276 Forrer — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 17404 Russell, 17593 Russell, 17600 Russell, 17809 Russell, 16190 Salem, 684 E. Savannah, 70 E. Savannah, 9925 Schaefer, 9928 Schaefer and 18915 Schoenherr, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 17404 Russell, 17593 Russell, 17600 Russell, 17809 Russell, 684 E. Savannah, 70 E. Savannah, 9925 Schaefer and 18915 Schoenherr, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

16190 Salem and 9928 Schaefer — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held

for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 8855 Minock, 8861 Minock, 9025 Minock, 15797-15799 Muirland, 1511 E. Nevada, 5815 Newport, 11617 W. Outer Drive, 15764 Patton, 6840 Piedmont and 15741 Pierson, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 8855 Minock, 8861 Minock, 9025 Minock, 15797-15799 Muirland, 1511 E. Nevada, 5815 Newport, 11617 W. Outer Drive, 15764 Patton and 15741 Pierson, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

6840 Piedmont — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department

that certain structures on premises known as 15744 Pierson, 15758 Pierson, 15880 Pierson, 19162 Prevost, 20021 Prevost, 13015 Puritan, 17881 Riopelle, 17372 Russell, 17392 Russell and 17398 Russell, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 15744 Pierson, 15758 Pierson, 20021 Prevost, 13015 Puritan, 17372 Russell, 17392 Russell and 17398 Russell, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

15880 Pierson, 19162 Prevost and 17881 Riopelle — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 1316 E. Grand Blvd., 1375 W. Grand Blvd., 4855 Gray, 4883 Gray, 74 E. Greendale, 9487 Greensboro, 9494 Greensboro, 11701 Griggs, 5750 Haverhill and 1500 Helen, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 1316

E. Grand Blvd., 1375 W. Grand Blvd., 4855 Gray, 4883 Gray, 74 E. Greendale, 9487 Greensboro and 5750 Haverhill, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

9494 Greensboro, 11701 Griggs and 1500 Helen — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 1703 Helen, 1709 Helen, 1789-91 Helen, 3153 Helen, 3677 Helen, 9350 Helen, 9350-54 Helen, 13917 Ilene, 15455 Iliad and 15475 Iliad, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 1703 Helen, 1709 Helen, 1789-91 Helen, 3677 Helen, 9350 Helen, 9350-54 Helen, 13917 Ilene, 15455 Iliad and 15475 Iliad, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

3153 Helen — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 4145 31st St., 7248 Ashton, 3408 Beatrice, 17171 Beaverland, 17259 Beaverland, 19445 Beland, 7688 Brace, 8071 Braile, 8228 Braile and 8309 Braile, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps as recommended for the removal of dangerous structures at 4145 31st St., 7248 Ashton, 17171 Beaverland, 17259 Beaverland, 19445 Beland, 7688 Brace, 8071 Braile, 8228 Braile and 8309 Braile, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

3408 Beatrice — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be

demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 9439 Lakepointe, 3053 Lakewood, 756 W. Lantz, 15200 Lappin, 8129 Lauder, 8226 Lauder, 15258 Liberal, 19815 Lindsay, 15572 Linwood and 15760 Linwood, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 9439 Lakepointe, 3053 Lakewood, 756 W. Lantz, 15200 Lappin, 8226 Lauder, 15258 Liberal, 19815 Lindsay, and 15760 Linwood, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

8129 Lauder — Withdraw,

15572 Linwood — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 15815 Linwood, 15851 Linwood, 8126

Logan, 15246 Manning, 15253 Manning, 7535 Mansfield, 626 E. Margaret, 15010-12 Mayfield, 13408 E. McNichols and 8830 Minock, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 15851 Linwood, 8126 Logan, 15246 Manning, 15253 Manning, 626 E. Margaret, 13408 E. McNichols and 8830 Minock, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

15815 Linwood — Withdraw,
7535 Mansfield — Withdraw,
15010-12 Mayfield — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 15611 Inverness, 15800 Inverness, 15868 Inverness, 16522 Inverness, 19339 Keating, 18629 Kelly Rd., 15737 Lahser, 11011 Lakepointe, 11025 Lakepointe and 11095 Lakepointe, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 15611

Inverness, 15800 Inverness, 15868 Inverness, 16522 Inverness, 19339 Keating, 18629 Kelly Rd., 15737 Lahser, 11011 Lakepointe, 11025 Lakepointe and 11095 Lakepointe, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page).

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 8317 Braile, 8318 Braile, 8400 Braile, 8451 Braile, 9300 Braile, 14224 Burgess, 15761 Burt Rd., 15843 Burt Rd., 2149 Canton and 6330 Canyon, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps as recommended for the removal of dangerous structures at 8317 Braile, 8318 Braile, 8400 Braile, 9300 Braile, 14224 Burgess, 15843 Burt Rd., 2149 Canton and 6330 Canyon, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

8451 Braile — Withdraw,
15761 Burt Rd. — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings, Safety Engineering & Environmental Department that certain structures on premises known as 19204 Carman, 2522 Carson, 6152 Comstock, 13800 Conant, 14236 Corbett, 14245 Corbett, 18988 Coyle, 8051 Coyle, 19003 Dale and 14217 Darcy, as shown in proceedings of March 11, 2014, (J.C.C. page), are in a dangerous condition and should be removed, be and are hereby approved, and be it further

Resolved, That the Buildings, Safety Engineering & Environmental Department be and it is hereby authorized and directed to take the necessary steps as recommended for the removal of dangerous structures at 19204 Carman, 6152 Comstock, 14236 Corbett, 14245 Corbett, 18988 Coyle, 8051 Coyle and 14217 Darcy, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 11, 2014, (J.C.C. page), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings, Safety Engineering & Environmental Department for the reasons indicated:

2522 Carson — Withdraw,
13800 Conant — Withdraw,
19003 Dale — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

NEW BUSINESS

Taken from the Table

Council Member Leland, moved to take from the table a proposed ordinance to amend Chapter 14 of the 1984 Detroit City Code, *Community Development*, by adding Article IX. Community Advisory Councils; Division 1. In General; Creation and Dissolution of Community Advisory Councils, Sections 14-9-1 through 14-9-8; Division 2. Operation of Community

Advisory Councils; Rules and Procedures; *Subdivision A. Members and Officers*, Sections 14-9-11 through 14-9-20; and *Subdivision B. Meetings and Records*, Sections 14-9-21 through 14-9-29, to implement the provisions of Article 9, Chapter 1 of the 2012 Detroit City Charter regarding procedures for the creation and operation of Community Advisory Councils.

Six (6) votes required for immediate effect upon publication.

The Ordinance was then placed on the order of third reading.

THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The Ordinance was then read.

The question being "Shall this Ordinance Now Pass"?

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Jenkins, Leland, Sheffield, Spivey, and President Jones — 7.

Nays — Council Members Cushingberry, Jr., and Tate — 2.

Finance Department Purchasing Division

March 26, 2014

Honorable City Council:

Re: Contracts and Purchase Orders
Scheduled to be Considered at the
Formal Session of March 4, 2014.

Please be advised that the Contract submitted on Thursday, February 27, 2014 for the City Council Agenda of March 4, 2014 has been amended as follows:

The contractor's funding source was submitted incorrectly to Purchasing by the Department. Please see the correction below.

Submitted as:

Page 1

2814376 — 100% State Funding — To Provide Closed Circuit Security Equipment — Company: Detroit Electrical Services (DES) — Location: 1551 Rosa Parks Blvd., Detroit, MI 48216 — Contract Period: May 1, 2010 through April 30, 2015 — Contract Increase: \$241,500.00 — Contract Amount Not to Exceed: \$2,317,887.00. **General Services.**

Should read as:

Page 1

2814376 — 100% Federal Funding — To Provide Closed Circuit Security Equipment — Company: Detroit Electrical Services (DES) — Location: 1551 Rosa Parks Blvd., Detroit, MI 48216 — Contract Period: May 1, 2010 through April 30, 2015 — Contract Increase: \$241,500.00 — Contract Amount Not to Exceed: \$2,317,887.00. **General Services.**

By Council Member Benson:

Resolved, That CPO #2814376 referred to in the foregoing communication dated March 26, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Department of Public Works
Administration Division**

March 20, 2014

Honorable City Council:

Re: Resolution endorsing an application to the Federal Transportation Administration for a construction grant under the TIGER 4 program to complete the Inner Circle Greenway.

In 2006, the City of Detroit, adopted a Non-Motorized Transportation Master Plan. Since that time there have been numerous additions to the City's growing network of non-motorized pathways, including the expansion of the Riverwalk, the opening of the Dequindre Cut, and the implementation of 137 miles of bike lanes or paths. Current projects include 17 additional miles of bike lanes and the Link Detroit Multimodal Enhancement Plan including Dequindre Cut North, which will expand the existing cut from Gratiot to Mack. the completion of these projects are only the beginning of an important opportunity for the City; to utilize existing abandoned railways to create a circular non-motorized path entirely around the City's core. This concept has been identified as the Inner Circle Greenway project.

Essential to the realization of this project is the construction of a non-motorized pathway that will follow in part an existing abandoned railroad line formerly known as the Detroit Transfer Rail Road which stretches from a point near the intersection of Joseph Campau and McNichols, east to Intervale, and then south to Lonyo, a total distance of more than eight miles. Other sections, some of them already completed will form the roughly circular path, a map of which is provided as an attachment to this communication.

It is fully understood that the City is not in a position to financially underwrite the cost of this construction. To make the creation of this non-motorized trail possible the City will apply for a grant from the United States Department of Transportation (USDOT) under a program known as TIGER Discretionary Grants (TIGER FY 2014).

It should be emphasized that it is not just construction that will be funded without any City cost. The entire project, including land acquisition (already funded through a Federal Transportation

Alternative Program and Michigan Department of Natural Resources Trust Fund grant) construction and maintenance, will be funded, utilizing the successful model employed in the past for the Riverwalk and Dequindre Cut projects.

In order to make the necessary application to the USDOT, an endorsement by the City Council is required. For this purpose we have attached an proposed resolution, and we request that the City Council would take timely favorable action on this resolution so that we will meet the April 28, 2014 deadline for submittal.

Respectfully submitted,

RON BRUNDIDGE

Director

Department of Public Works

By Council Member Benson:

WHEREAS, The City of Detroit adopted a Non-Motorized Transportation Master Plan ("Master Plan") in June 2006; and

WHEREAS, The Master Plan contemplated that the City would from time to time take advantage of opportunities that might occur to acquire abandoned railroad rights of way for re-use as non-motorized pathways commonly known as Greenways, and

WHEREAS, The City is in the process of acquiring a portion of the line that was once known as the Detroit Transfer Railroad ("DTRR") that will be added to other sections already in existence to form a circular non-motorized path known as the Inner Circle Greenway, and

WHEREAS, Construction of this Inner Circle Greenway can only be accomplished with the assistance of a grant from the TIGER FY 2014 program of the United States Department of Transportation (USDOT).

NOW, THEREFORE BE IT

RESOLVED That the City, acting by and through the City Council, authorizes the Department of Public Works to submit an application to the USDOT for the purpose of seeking a grant to be used by the City to construct the Inner circle Greenway.

AND BE IT FURTHER

RESOLVED, That the City Council hereby expresses its support for the construction of a Greenway that, along with other pathways that have already been developed or that are in the planning stage, will form a roughly circular, non-motorized route throughout neighborhoods on both the east and west sides of the City.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 14), per motions before adjournment.

CONSENT AGENDA

NONE.

MEMBER REPORTS

NONE.

**ADOPTION WITHOUT COMMITTEE
REFERENCE**

NONE.

**COMMUNICATIONS
FROM THE CLERK****Office of the City Manager**

March 20, 2014

Kevyn Orr, Emergency Manager:

Re: Request for Amendment to the FY 2014 Budget of the City of Detroit.

Pursuant to your authority under Emergency Order #12 and section 12(1)(b) of Michigan Public Act 436 of 2012 and in accordance with your approval of the plan to address a severe budget shortfall in the 2014 budget of the Detroit Transportation Corporation (DTC). I am requesting that you amend the City's fiscal year 2014 budget to reallocate \$2,400,000 from the Public Lighting Department's (PLD) Appropriation No. 00128 to the City's Non-Department Appropriation No. 00341.

This amount represents an advance that was provided from Restructuring Funds to PLD in November of 2013.

Since the subsidy to DTC is paid from funds appropriated in the Department of Transportation, I am requesting an increase in the Department of Transportation Appropriation No. 00151 in the amount of \$2,400,000, and Transfers/Contributions in Appropriation No. 00151 of \$2,400,000.

Confirmation of your intent and approval of the reallocation are hereby requested.

Respectfully submitted,

GARY BROWN

Chief Operating Officer

By The Emergency Manager:

Resolved, Pursuant to the Emergency Order 12 and section 12(1)(b) of Michigan Public Act 436 of 2012 and to ensure the financial and operational integrity of the Detroit Transportation that the Fiscal Year 2014 budget of the City of Detroit be and is hereby amended as follows:

Decrease Appropriation No. 00128,	
Construction and Maintenance	
(PLD)	\$2,400,000
Increase Appropriation No. 00341,	
Non-Departmental	\$2,400,000
Increase Appropriation No. 00151,	
Department of	
Transportation	\$2,400,000
Increase Appropriation No. 00151,	
Department of	
Transportation	\$2,400,000

Approved:

KEVYN D. ORR

Receive and place on file.

From the Clerk

Tuesday, April 1, 2014

Honorable City Council:

This is to inform your Honorable Body that I am in receipt of the following petitions since the last regular session and recommend their reference as follows:

Respectfully submitted,

JANICE M. WINFREY

City Clerk

**DPW — CITY ENGINEERING DIVISION
AND PLANNING & DEVELOPMENT
DEPARTMENT**

172—Yarmon O'Kelley, request to vacate the alley near the rear of building at 19260 Grand River.

**DPW — CITY ENGINEERING
DIVISION/PLANNING &
DEVELOPMENT DEPARTMENT/
INSTITUTION OF POPULATION AND
POLICE DEPT. — LIQUOR LICENSE
BUREAU**

170—Checker Bar Inc., request permission for an outdoor seating permit located at 124-128 Cadillac Square, Detroit, MI 48226 from April 1, 2014 through November 1, 2014.

**HISTORIC DESIGNATION ADVISORY
BOARD AND LEGISLATIVE POLICY
DIVISION**

171—Legacy Advisors, LLC, request that Maurice Fox Ford and Boyer-Campbell Buildings be designated as a City of Detroit Historic District.

**MAYOR'S OFFICE/DPW — CITY
ENGINEERING DIVISION AND POLICE
DEPARTMENT**

175—Salem Memorial Lutheran Church, request to hold "CWS — Crop Walk" at 21230 Moross on May 4, 2014 from 1:00 p.m. to 3:00 p.m.

**MAYOR'S OFFICE/DPW — CITY
ENGINEERING DIVISION/POLICE/
RECREATION AND TRANSPORTATION
DEPARTMENTS**

174—Ride of Silence, request to hold "National Ride of Silence Day" on May 21, 2014 from 7 p.m. to 8 p.m., starting and finishing at Shelter 2 on Belle Isle.

**MAYOR'S OFFICE/DPW — CITY
ENGINEERING DIVISION/
TRANSPORTATION AND POLICE
DEPARTMENTS**

173—Church of the Messiah, request to hold the "Church of the Messiah Annual Parade" on June 28, 2014 from 11 a.m. to 12:30 p.m. in the area of 231 E. Grand Blvd. with Temporary street closure on E. Grand Blvd., Lafayette, Van Dyke and Kercheval.

**PLANNING & DEVELOPMENT
DEPARTMENT/DPW — CITY
ENGINEERING DIVISION/INSTITUTION
OF POPULATION AND POLICE
DEPARTMENT**

169—Foran's Grand Trunk Pub, request to renew the outdoor café seating permit located at 608 and 612 Woodward Ave., Detroit, MI 48226 from April 1, 2014 through November 1, 2014.

From the Clerk

April 1, 2014

This is to report for the record that, in accordance with the City Charter, the portion of the proceedings of March 25, 2014, on which reconsideration was waived, was presented to His Honor, the Mayor, for approval on March 26, 2014, and same was approved on April 2, 2014.

Also, That the balance of the proceedings of March 25, 2014 was presented to His Honor, the Mayor, on March 31, 2014, and the same was approved on April 7, 2014.

Also, That my office was served with the following papers issued out of Wayne Circuit Court and United States District Court, and the same were referred to the Law Department.

Placed on file.

And the Council then adjourned at 2:18 p.m.

BRENDA JONES,
President

JANICE M. WINFREY,

City Clerk

(All resolutions and/or ordinances, except Resolutions of Testimonial or In Memoriam, are generally in the name of the Council Member who was chairperson of the day of the City Council Committee on which the resolution was introduced.)

CITY COUNCIL

(REGULAR SESSION)

(All action of the City Council appearing herein is subject to reconsideration and/or approval of the Mayor.)

Detroit, Tuesday, April 8, 2014

Pursuant to adjournment, the City Council met at 10:00 a.m., and was called to order by President Brenda Jones.

Present — Council Members Benson, Cushingberry, Jr., Jenkins, Leland, Sheffield, Tate, and President Jones — 7.
Invocation given by: Rev. Edwin A. Rowe, Sr. Pastor, Central United Methodist Church.

Council Members Spivey and Castaneda-Lopez entered and took their seats.

There being a quorum present, the City Council was declared to be in session.

The Journal of the Session of Tuesday, March 25, 2014 was approved.

RESOLUTION

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEMS ARE BEING REFERRED TO THE BUDGET, FINANCE AND AUDIT STANDING COMMITTEE:

FINANCE DEPARTMENT/PURCHASING DIVISION

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2890840** — 100% City Funding — To Provide Property Assessing/Equalization Sketching Software — Company: Starcap Marketing, Inc. d/b/a APEX Software — Location: 5039 Beckwith Boulevard, Suite 109, San Antonio, TX 78249 — Contract Period: April 1, 2014 through March 31, 2017 — Unit Price \$7,470.00 Per year — Contract Amount: \$22,410.00 — For Three (3) Years. **Finance.**

LEGISLATIVE POLICY DIVISION

2. Submitting report relative to Gaming Tax Revenue through February 2014. (For Council's review, the attached schedules present the gaming tax revenue activity through February 2014 and prior fiscal year.)

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTIONS

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEMS ARE BEING REFERRED TO THE INTERNAL OPERATIONS STANDING COMMITTEE:

FINANCE DEPARTMENT/PURCHASING DIVISION

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2819571** — 100% City Funding — To Provide Weed and Grass Cutting and Debris Removal — Company: Brilar, LLC — Location: 13200 Northend Ave., Oak Park, MI 48237 — Contract Period: Extension for Time Only — May 1, 2014 through July 31, 2014 — Contract Amount: \$0.00. Contract Not to Exceed 90 Days or Until New Contract is in Effect. Original Contract Period: May 25, 2010 through April 30, 2014. **General Services.**

2. Submitting reso. autho. **Contract No. 2878604** — No Funding — Amendment #1 — To Provide a Real Estate Services Advisor — Company: CBRE, Inc. — Location: 400 Renaissance Center, Suite 2500, Detroit, MI 48243 — Contract Period: Extension for Time Only: December 1, 2013 through November 30, 2014 — Contract Amount \$0.00 — Original Contract Period: May 1, 2013 through November 30, 2013). **General Services.**

BOARD OF REVIEW

3. Submitting Report Relative to the Board of Review Update. (As the Board of Review ends its 2014 March Board of Review Hearings, they will be presenting to this Honorable Body a copy of the final report that will include changes to real and personal property in the City of Detroit.)

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTION

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEMS ARE BEING REFERRED TO THE NEIGHBORHOOD AND COMMUNITY SERVICES STANDING COMMITTEE:

FINANCE DEPARTMENT/PURCHASING DIVISION

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2889755** — 100% City Funding — Notification of Emergency Procurement as Provided by Ordinance No. 15-00 — Please be advised of an Emergency Procurement as follows: Description of Procurement: Emergency Boat Repairs — Basis for the Emergency: The Manooagian Mansion Boat House had structurally deteriorated and the wall had fallen into the neighbor's yard and posed a safety hazard to those using the facility, as well as, the adjacent neighbors —

Contractor: DTS Contracting, LLC — Location: 21365 Goldsmith, Farmington Hills, MI 48335 — Total Amount: \$59,300.00. **Recreation.**

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTIONS

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE BEING REFERRED TO THE PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE:

PLANNING & DEVELOPMENT DEPARTMENT

1. Submitting report and reso. autho. the Historic Designation Advisory Board, a study committee, to conduct studies to determine whether Maurice Ford Fox Building meets the criteria for historic designation and to issue appropriate reports in accordance with the Michigan Local Historical District Act and Chapter 25, Article II of the 1984 Detroit City Code. (Petition #171).

2. Submitting reso. autho. Surplus Property Sale Development: 9509, 9517, 9525 Barron and 9829 Dearborn, to Southwest Development, LLC, for the amount of \$9,700.00. (The Offeror, in conjunction with property they already own, purpose to create greenspace adjacent to their recycling complex.)

3. Submitting reso. autho. Surplus Property Sale Development: 3810 and 3820 Mt. Elliott, to Andrew Jukes, Kenneth Jukes and Christine Jukes, for the amount of \$85,000.00. (The Offeror proposes to rehabilitate the property as a work/live building and bring it up to City code within One Hundred Eighty (180) days of transfer of deed.)

4. Submitting reso. autho. Review and approval of Neighborhood Stabilization Program 3 (NSP 3) Awards and Modifications. (The Planning and Development Department is requesting that your Honorable Body review and approve the attached list for the NSP 3 Development.)

5. Submitting reso. autho. Substantial Amendment to the 2010-11 Consolidated Action Plan to Amend the Neighborhood Stabilization Program 3 ("NSP 3"). (The Planning and Development Department is requesting that your Honorable Body review and approve the attached resolution authorizing an amendment to the 2010-11 Consolidated Plan NSP 3 activities.)

6. Submitting reso. autho. Petition of Christopher Williams (#2878), request to lay-out patio space for the area directly in front of 1407 Randolph in collaboration with the Detroit Economic Growth

Corporation which owns the building. (The Planning & Development Department and the DPW — City Engineering Division RECOMMEND approval of this petition provided that conditions are met.)

CITY PLANNING COMMISSION

7. Submitting report and Proposed ordinance to amend Chapter 61 of the 1984 Detroit City Code, the Detroit Zoning Ordinance, to show a B4 (General Commercial District) where a B2 (Local Business and Residential District) zoning classification is shown on Map No. 61 for the properties on the south side of Eight Mile Road West between Manor and Pinehurst Streets, and more specifically on 10625, 10635, 10703, 10707, and 10709 West Eight Mile Road. [For introduction of an Ordinance and setting of a Public Hearing?]

PLANNING & DEVELOPMENT DEPARTMENT

8. Submitting reso. autho. Surplus Property Sale — Vacant Land — 14594 & 14614 Westbrook, to Ethan Clay, for the amount of \$1,020.00. (The Purchaser proposes to fence and maintain the property to prevent illegal dumping.)

9. Submitting reso. autho. Petition of Friends of Detroit City Airport (#3031), request to rename a portion of Atwater Street to "Nelson Mandela Drive" in honor of great world statesman.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

RESOLUTIONS

By ALL COUNCIL MEMBERS:

THE FOLLOWING ITEM(S) ARE BEING REFERRED TO THE PUBLIC HEALTH AND SAFETY STANDING COMMITTEE:

FINANCE DEPARTMENT/PURCHASING DIVISION

Submitting the following Finance Department/Purchasing Division Contracts:

1. Submitting reso. autho. **Contract No. 2890533** — 100% Federal Funding — To provide an Emergency Response Trailer, Medical Supplies and Rehabilitation Equipment for Responders to Utilize During Emergency Situations — Company: Propac Inc., 2390 Air Park Road, North Charleston, SC 29406 — Contract amount: \$153,838.03. (Sole Source Purchase). **Homeland Security.**

2. Submitting reso. autho. **Contract No. 2890534** — 100% Federal Funding — To provide Portable Inflatable Emergency Rehabilitation Shelters for Responders to Utilize During Emergency Situations — Company: Propac Inc., 2390 Air Park Road, North Charleston, SC 29406 — Contract amount: \$92,302.24. (Sole Source Purchase). **Homeland Security.**

3. Submitting reso. autho. **Contract No. 2890535** — 100% City Funding — To provide Portable Radio Batteries for DPD Motorola Radio Equipment — Company: Motorola Solutions, Location: 1303 East Algonquin Road, Schaumburg, IL 60196 — Contract amount: \$61,000.00. (Sole Source Purchase). **Police.**

4. Submitting reso. autho. **Contract No. 2887817** — 100% Revenue Contract Funding — To provide a License Agreement between City of Detroit and Extenet Systems, Inc. for three (3) Traffic Signal Poles — Company: Extenet Systems, Inc., 3030 Warrenville Road, Suite 340, Lisle, IL 60532 — Contract period: January 10, 2014 through June 30, 2019 — Contract amount: \$0.00. **Public Works.**

(This is a Revenue Contract. The Licensee shall be authorized to install and maintain the following nodes: Node 1: Atwater Street and Beaubien Street — Node 8: Michigan Avenue at Griswold Street — Node 9: Washington Boulevard at West Larned.)

LAW DEPARTMENT

5. Submitting report relative to Opinion Regarding Abandoned Vehicle Towing Issues. (The questions posed by the Council arose in connection with its consideration of approval of certain proposed vehicle towing contracts as requested by the City's Municipal Parking Department ("MPD").)

BUILDINGS SAFETY ENGINEERING & ENVIRONMENTAL DEPARTMENT

6. Submitting report in response to request for DEFERRAL OF DEMOLITION ORDER on property located at 713 Continental. (A special inspection on March 20, 2014 revealed the building is secured and appears to be sound and repairable. Therefore, it is recommended that the demolition order be deferred for a period of three months subject to conditions of the order.)

PUBLIC WORKS DEPARTMENT/ ADMINISTRATION DIVISION

7. Submitting reso. autho. Traffic Signal Removal at 2 locations. (The following two (2) signalized intersections are currently operating on full time "FLASH/STOP control" mode for over six months in compliance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and are scheduled for removal due to changes in traffic conditions as described: 1) Abbott and Lodge Freeway Service Drive; 2) Abbott and Third.)

WATER & SEWERAGE DEPARTMENT

8. Submitting reso. autho. **Contract No. 2864125** — Renewal — 100% City Funding — To provide Hauling and Disposal of Biosolids to Land Applications for the Waste Water Treatment Plant — RFP 40964 — Biotech Agronomics Inc.,

1651 Beulah HWY, Beulah, MI 49617 — Renewal contract period: June 1, 2014 through May 31, 2015 — Estimated cost: \$2,104,000.00. **DWSD.**

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

PUBLIC COMMENT:

Tajuana Morris spoke regarding her health insurance being cancelled. She is a retired City of Detroit Police Officer.

Michael Cunningham spoke with regard to his DTE Energy, DDOT and scripture.

Ray Pitts spoke with regard to 10200 Erwin and 8096 Lynch Road. The City of Detroit through the Airport Department wishes to acquire the property. He wishes to know the outcome on this item, which is scheduled to be voted on today.

John Lauve spoke regarding the Davis Aerospace school and the City of Flint.

BUDGET, FINANCE, AND AUDIT STANDING COMMITTEE Law Department

April 2, 2014

Honorable City Council:

Re: Proposed Ordinance to Amend Chapter 18, Article XII of the 1984 Detroit City Code to add Division 7, titled "Special Assessments for Snow Removal, Mosquito Abatement, and Security Services", to specifically implement the provisions of Section 5i of the Home Rule City Act, MCL 117.5i, which grants the power to "provide by ordinance a procedure to finance by special assessments the provision by private contractors of snow removal from streets, mosquito abatement, and security services [and] authorize the use of petitions to initiate the establishment of a special assessment district."

The Law Department has received information that, at its April 2, 2014 meeting, your Honorable Body's Budget, Finance and Audit Standing Committee approved the proposed ordinance referenced above, and recommended that it be introduced and a public hearing be set.

The proposed ordinance had been under consideration by the Standing Committee without it having been approved as to form, apparently to accommodate any potential revisions to the ordinance. However, the information provided to us indicates that the Standing Committee did not make any revisions to the ordinance. Accordingly, I have

enclosed the ordinance as submitted to and approved by the Standing Committee, with my signature approving it as to form.

Respectfully submitted,
MELVIN B. HOLLOWELL
Corporation Counsel

By Council Member Tate:

AN ORDINANCE to amend Chapter 18, Article XII of the 1984 Detroit City Code, by adding Division 7, "Special Assessments for Snow Removal, Mosquito Abatement, and Security Services", Subdivision A, "General Matters", Sections 18-12-120 to 18-12-123, Subdivision B, "Petition", Sections 18-12-125 to 18-12-128, Subdivision C, "Establishment of District and Assessment", Sections 18-12-130 to 18-12-142, and Subdivision D, "Contracting for Provision of Services", Sections 18-12-145 to 18-12-146, to specifically implement the provisions of Section 5i of the Home Rule City Act, MCL 117.5i, which grants the power to "provide by ordinance a procedure to finance by special assessments the provision by private contractors of snow removal from streets, mosquito abatement, and security services [and] authorize the use of petitions to initiate the establishment of a special assessment district."

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

Section 1. Chapter 18 of the 1984 Detroit City Code, titled "Finance and Taxation," Article XII, titled "Improvements and Assessments," be amended by adding Division 7, titled "Special Assessments for Snow Removal, Mosquito Abatement, and Security Services", Subdivision A, "General Matters", Sections 18-12-120, 18-12-121, 18-12-122, and 18-12-123, Subdivision B, "Petition", Sections 18-12-125, 18-12-126, 18-12-127, and 18-12-128, Subdivision C, "Establishment of District and Assessment", Sections 18-12-130, 18-12-131, 18-12-132, 18-12-133, 18-12-134, 18-12-135, 18-12-136, 18-12-137, 18-12-138, 18-12-139, 18-12-140, 18-12-141, and 18-12-142, and Subdivision D, "Contracting for Provision of Services", Sections 18-12-145 to 18-12-146, to read as follows:

DIVISION 7. SPECIAL ASSESSMENTS FOR SNOW REMOVAL, MOSQUITO ABATEMENT, AND SECURITY SERVICES

Subdivision A — General matters
Section 18-12-120. Statement of purpose; legislative findings.

(a) The purposes of this division are to implement the provisions of section 5i of the Home Rule City Act codified as MCL 117.5i (the "Act"), which grants cities

with a population of more than 600,000 the power to "provide by ordinance a procedure to finance by special assessments the provision by private contractors of snow removal from streets, mosquito abatement, and security services" and to "authorize the use of petitions to initiate the establishment of a special assessment district."

(b) The Detroit City Council finds:

(1) The population of the City of Detroit exceeds 600,000.

(2) Adequate provision of snow removal from streets, mosquito abatement and security services will strengthen property values and enhance the quality of life in City neighborhoods; however, the cost of such services may be above and beyond the basic level of services the City must provide to all of its citizens.

(3) The various geographic communities within the City will benefit by allowing the geographic communities to decide the appropriate level of additional services to provide and pay for themselves.

(4) As a matter of fundamental fairness, those benefiting from such additional services should share in the cost of the services; this principal has been recognized in the Act, which provides for the financing of certain additional services by special assessment, as, by its legal nature, the cost of a special assessment is limited to the level of benefit provided by the services financed through the special assessment, and only properties so benefited are subject to assessment. The increased level of benefits provided under this division will be reflected in the enhanced value of the properties so benefited.

(5) There are many neighborhood or community associations within the City of Detroit actively working to maintain and improve the quality of life in their communities.

(6) The close involvement with their communities enables neighborhood or community associations to be responsive to the particular needs and desires of their communities, which may vary from community to community.

(7) In light of the findings above, designated neighborhood or community associations are an appropriate vehicle for the practical implementation of the powers provided in this division to finance, contract for, and deliver the specified additional services authorized by the Act.

(8) In accordance with the Preamble and Declaration of Rights of the City Charter, implementation of this division will help the City realize its goals of addressing the services and needs of its citizens, fostering an environment and structure that reflects citizen participation and desires, and, as a service institution, providing for the public peace, health, and safety of its residents.

Section 18-12-121. Definitions.

"Administering Department" means the Finance Department of the City of Detroit.

"Assessed Cost" means the total annual cost to be paid by special assessment for the provision of all Services within a Special Assessment District, including amounts paid directly to private contractors and any reasonable costs incurred by the City and/or Designated Neighborhood Improvement Organization for initiating, implementing, and administering the Special Assessment District.

"Board of Assessors" means the Board of Assessors described in Section 6-304 of the 2012 Detroit City Charter.

"Designated Neighborhood Improvement Organization" ("DNIO") means an organization that meets all of the following criteria, as certified by the Administering Department:

(1) Be a Michigan non-profit corporation in good standing.

(2) Exist for the purpose of maintaining and improving the quality of life in a neighborhood or community with specific geographic boundaries that are identified in its articles of incorporations or bylaws.

(3) Satisfy at least one of the following requirements:

(i) Have a board with more than fifty percent (50%) of its board members residing within the geographic boundaries identified in its articles of incorporation or bylaws; or

(ii) Have a demonstrated history of serving the geographic boundaries identified in its articles of incorporation or bylaws.

(4) Have meetings open to the public, maintain records of such meetings, and compile financial reports.

(5) Not be in default in any obligations to the City of Detroit.

"Record Owner" means each owner of or party in interest in property to be assessed whose name appears upon the last local tax assessment records. The last local tax assessment record means the last assessment roll for ad valorem tax purposes that has been reviewed and indorsed by the local board of review, as supplemented by any subsequent changes in the names or the addresses of the owners or parties listed on that roll, including but not limited to property transfer affidavits or forms required to be submitted to the Finance Department, Assessment Division, in accordance with Section 27a of the General Property Tax Act, Public Act 206 of 1893, being MCL 211.27a(10), and pursuant to Section 2 of the Notice of Special Assessment Hearings Act, Public Act 62 of 1962, being MCL 211.742.

"Service" means the provision by private contractors of any of the following within a Special Assessment District for the benefit of all Tax Parcels for which a

Tax Parcel Share is assessed for such Service:

(1) snow removal from streets, which may include the portion designed for vehicular travel, the portion designed for pedestrian travel, or both;

(2) mosquito abatement; and

(3) security services.

"Special Assessment District" ("SAD") means a geographic area in which one or more Services are financed by special assessment, as established under this division.

"Street" shall mean street as defined by Section 50-7-1 of this Code.

"Tax Parcel" means a parcel of real property identified for the separate assessment of ad valorem and other property taxes by a ward and item number according to the records of the Board of Assessors.

"Tax Parcel Share" means the total annual amount assessed throughout the Term of a SAD to each Tax Parcel within a SAD for the provision of all Services. Tax Parcel Share for a Tax Parcel is determined annually for each year of the Term so that each Tax Parcel will pay an even share of the total annual assessment by dividing anticipated Assessed Cost for that year in accordance with Section 18-12-134 by the total number of Tax Parcels within a SAD (excluding those that are exempt pursuant to Section 18-12-136), pursuant to the following formula:

$$\text{Tax Parcel Share} = \frac{\text{Assessed Cost}}{\text{Total Number of Non-Exempt Tax Parcels within SAD}}$$

"Term" means the duration of a SAD created pursuant to this division, and shall be as specified in the City Council's resolution pursuant to Section 18-12-132(a)(6), but shall not be less than seven (7) years. The Term of a SAD shall commence from the date of the City Council's confirmation of a special assessment roll pursuant to Section 18-12-133. A Term may be discontinued pursuant to Section 18-12-141 prior to its expiration. Any reassessment pursuant to Section 18-12-134 shall not affect the Term of a SAD.

Section 18-12-122. Certification of a neighborhood organization as a Designated Neighborhood Improvement Organization.

A neighborhood organization may apply to the Administering Department for certification as a DNIO by demonstrating in writing that it meets the definition of a DNIO in Section 18-12-121. The Administering Department shall require the applicant to submit appropriate documentation to assist in its evaluation. The Administering Department may request assistance from other departments or agencies, including but not limited to the Law Department, the Planning & Development Department, the City Planning Commission, and the City

Council Legislative Policy Division. Based on its review of the documentation submitted by the applicant, the Administering Department shall determine whether the applicant meets the definition of a DNIO in Section 18-12-121. Upon completion of its evaluation, the Administering Department shall provide a letter to the applicant either certifying that the applicant is a DNIO or indicating the deficiencies in the application. If a neighborhood organization fails to qualify as a DNIO, it may reapply for certification after curing any deficiencies identified in the letter. The Administering Department shall keep a register of all DNIO's and shall provide a copy of such register and of all certification letters to the City Clerk.

Section 18-12-123. Administrative Rules; Fees.

(a) In accordance with Section 5-106 of the 2012 Detroit City Charter, the Administering Department may adopt rules for the implementation and administration of this division.

(b) In accordance with subsection (a) of this Section and Section 9-507 of the 2012 Detroit City Charter, the Administering Department may establish a schedule of fees for the services provided by the City under this division. The schedule and rules may require that all such fees be paid in advance of provision of the service, or may provide that some or all of such fees may be deferred until establishment of the SAD. Such fees are eligible expenses of the Assessed Cost of the SAD.

Section 18-12-124. Reserved.

Subdivision B — Petition

Section 18-12-125. Petition sponsored by a Designated Neighborhood Improvement Organization.

In accordance with this division, a DNIO may, on behalf of the neighborhood or community it represents, sponsor a petition for the creation of a SAD to provide for Services within its geographic boundaries. If a group of residents wishes to circulate a petition under this division, they may form a DNIO solely for the purpose of petitioning to create a SAD under this division and administering the contracts for Services. The geographic boundaries of a proposed SAD need not be contiguous, but may be composed of only the area or portion thereof constituting the DNIO's specific geographic boundaries.

If a DNIO desires to sponsor more than one Service at a time, it may combine the information related to all proposed Services on one petition. In such a case, only one signature per Record Owner of a Tax Parcel is required despite the number of Services reflected on a petition.

Section 18-12-126. Form of petition; information to be provided with petition.

(a) The Administering Department shall prepare a form of petition to be used to initiate a SAD described in this division and shall make the form available upon request to any certified DNIO. The form of petition shall provide for the inclusion of all of the following information at the top of each sheet:

(1) The name and address of the DNIO associated with the petition and contact information for one or more DNIO representatives.

(2) A description of the geographic boundaries of the proposed SAD.

(3) A description of the Services to be funded by special assessment.

(4) A preliminary estimate of the Assessed Cost for the Services described in paragraph (a)(3). The estimate shall be based in part on the DNIO's acquisition of three (3) estimates of the costs of providing the Services to be paid by special assessment. Such estimates shall be from contractors licensed to conduct business in the City of Detroit under all applicable laws.

(5) The estimated Tax Parcel Share for the Services to be provided within the proposed SAD. The petition shall state that the estimated Tax Parcel Share may change after a Record Owner signs the petition and that any such change shall not impact the validity of the petition, although a hearing may be required pursuant to Section 18-12-134(b) during the Term of a SAD as a result of such a change.

(6) The proposed Term of the SAD.

(b) The remainder of each sheet of the petition shall contain a table with columns for Tax Parcel, Record Owner, Record Owner's signature, and the date of such signature. The petition form may contain blank underlined spaces for rows of data for each column, or the petition may be prepared with the data for Tax Parcel and Record Owner pre-printed on the petition form and blank underlined spaces for the signature and date.

(c) Each sheet of the petition shall have below the table of signatures a place for certification by the person collecting the signatures of the Record Owners on that sheet, including the printed and signed name of the collector and the date of certification.

(d) To prepare the form of petition described in subsection (a) for circulation, a DNIO may request from the Board of Assessors or any other applicable City agency or department, as needed, the following information:

(1) A listing of all Tax Parcels, with ward and item numbers, within the geographic boundaries of the proposed SAD, the Record Owner of each Tax Parcel, and the area in square feet of each Tax Parcel.

(2) Identification of each Tax Parcel

that would be exempt from assessment pursuant to Section 18-12-136.

(e) The DNIO shall be responsible for circulating the petition to the Record Owners within the proposed SAD and submitting the completed petition to the City Clerk in accordance with the following section. Prior to circulating an unsigned petition, a DNIO shall submit it to the Administering Department for approval as to its form and content. If the Administering Department denies the form and content of the unsigned petition, it shall specify any deficiencies. The DNIO shall then have the opportunity to cure any such deficiencies and resubmit the unsigned petition for approval.

Section 18-12-127. Submission of completed petition.

(a) A DNIO seeking to establish a SAD pursuant to this division shall submit the completed petition to the City Clerk. A completed petition may consist of multiple signed counterparts. The Administering Department may require the DNIO to submit on a form provided by the Administering Department a summary of the petition, to include such items as the number of exempt, nonexempt, and total Tax Parcels in the SAD, the area of land in the SAD, the number of signatures, the total area of the Tax Parcels whose Record Owners signed the petition, and the percentage of the land comprising the SAD receiving signatures. To be complete, and in compliance with MCL 117.5i, the petition must be signed by the Record Owners of not less than 51% of the land within the geographic boundaries of the proposed SAD.

(b) If pursuant to Section 18-12-128, the Administering Department finds that a petition lacks sufficient signatures or is deficient in any other manner, a DNIO may submit to the City Clerk a supplemental petition containing additional signatures or otherwise correcting the deficiencies.

(c) For purposes of the calculation in subsection (a), the identities of the Record Owners of Tax Parcels within a SAD and the validity of the signatures on a petition shall be determined as of the records existing on the date a DNIO submits a petition to the City Clerk in accordance with the definition of "Record Owner" under Section 18-12-121.

(d) The City Clerk shall report receipt of the petition to the City Council, file the original petition and any supplemental petitions in its records, and forward a copy of the petition and any supplemental petitions to the Administering Department.

Section 18-12-128. Petition: determination of compliance with requirements.

After its receipt of the copy of the petition and any supplemental petitions from the City Clerk, the Administering

Department shall review the submitted materials to determine if they satisfy the requirements of this division. If the Administering Department denies the validity of the petition and any supplemental petitions, it shall specifically describe the deficiencies in writing to the DNIO, after which the DNIO shall have the opportunity to cure any such stated deficiencies and re-submit the petition or supplemental petitions.

Section 18-12-129. Reserved.

Subdivision C — Establishment of District and Assessment

Section 18-12-130. Report from Administering Department; tentative assessment roll.

If, pursuant to Section 18-12-128, the Administering Department determines that the petition and any supplemental petitions meet the requirements of this division, it shall submit a report to the City Council verifying the validity of the petition and including such other information as the Administering Department shall deem appropriate. The Administering Department shall obtain from the Board of Assessors a tentative assessment roll for the proposed SAD, which it shall include with its report to City Council. The Administering Department shall provide the DNIO that submitted the petition a copy of the report and tentative assessment roll.

Section 18-12-131. City Council resolution of intent to establish special assessment district; notice of hearing; hearing.

(a) Upon receipt of the report and tentative assessment roll from the Administering Department, the City Council shall adopt a resolution fixing the time and place of a public hearing. Notice of the public hearing shall be given in accordance with Act 162 of 1962, the Notice of Special Assessment Hearings Act, MCL 211.741 *et seq.*, and shall also be published in a newspaper of general circulation at least five (5) days prior to the date fixed for the hearing.

(b) In addition to the requirements of such statute, the notice shall set forth all of the following:

(1) That the plans and specifications for the proposed Services (including the proposed Term), the estimated annual and aggregate costs for such Services, and the tentative assessment roll are on file in the offices of the City Clerk for public examination. The notice shall set forth the address and hours of those offices.

(2) A description of the geographic boundaries of the proposed SAD.

(3) The estimated Tax Parcel Share, as set forth in the tentative assessment roll.

(4) If periodic redeterminations of cost will be necessary without a change in the SAD, a statement that those redeterminations may be made without further notice,

in accordance with Section 18-12-134(b).

(c) At the hearing, the City Council shall hear public comment regarding the establishment of the SAD. The president, executive director, or other authorized qualified representative of the DNIO shall attend the hearing and provide testimony as may be requested by the City Council regarding the petition, which may include testimony to support the finding described in Section 18-12-132(a)(6). If, after the hearing, the City Council is not satisfied that the proposed SAD is consistent with the purposes and requirements of this division, it may vote at the hearing to revise the proposed SAD, in which case a second public hearing shall be scheduled as soon as practicable, but not later than 60 days after the first hearing. Notice of the second hearing shall be provided as set forth in subsection (a). After considering further comments at the second hearing related to the establishment of the SAD, the City Council may revise the terms of the SAD.

Section 18-12-132. Final City Council resolution regarding proceeding with establishment of special assessment district.

(a) At the completion of the hearing(s) required under Section 18-12-131, the City Council may adopt a resolution determining that a petition to create a SAD is consistent with the purposes and requirements of this division, approving establishment of the SAD, and directing the Board of Assessors to prepare and submit to City Council for confirmation a special assessment roll for the proposed SAD. The resolution shall include all of the following:

(1) A determination as to the sufficiency of the petition.

(2) The geographic boundaries of the SAD.

(3) A description of the Services to be provided, as originally presented or as revised.

(4) The total annual estimated Assessed Cost, as originally presented or as revised.

(5) The estimated Tax Parcel Share for the Services to be provided within the SAD.

(6) A preliminary finding that the Tax Parcels will be benefited by an amount proportionate to the Tax Parcel Share.

(7) The Term of the SAD, as originally presented or as revised.

(8) If the nature of a Service is such that a periodic redetermination of cost will be necessary without a change in the SAD boundaries, the dates upon which the redeterminations are expected to be made.

(9) A determination that any contractual Services to be provided pursuant to this division are an expansion or addition to

Services already provided by the City and are not a replacement for existing City-provided Services.

(10) The date upon which the City Council will hold a public hearing to consider the special assessment roll for confirmation.

(b) Notice of the public hearing described in paragraph (a)(10) shall be provided in the manner described in subsection (a).

Section 18-12-133. Special assessment roll; confirmation or revision of special assessment roll; endorsement; notice of assessment and collection of assessed amounts; filing protest; appealing to the state tax tribunal.

(a) After preparing the tentative special assessment roll pursuant to Section 18-12-130, the Board of Assessors shall file it with the City Clerk, who shall forward it to the City Council for confirmation. Immediately after the public hearing described in Section 18-12-132(a)(10), the City Council may confirm the special assessment roll as prepared by the Board of Assessors. If the special assessment roll is inconsistent with the terms of the SAD as stated in the City Council's resolution pursuant to Section 18-12-132, the City Council may request that the Board of Assessors revise the special assessment roll to correct any such inconsistencies.

(b) Once the City Council confirms the special assessment roll, the City Clerk shall endorse on the special assessment roll the date of the confirmation, and shall deliver copies of the assessment roll to the Board of Assessors, Treasurer, and sponsoring DNIO. The Treasurer shall proceed to collect the special assessment, and shall continue to do so annually during the Term of the SAD. The Treasurer may invoice the Record Owners directly for the special assessment, or the Treasurer may include the special assessment as a separate item on the summer or winter tax bill. If the nature of a Service is such that a periodic redetermination of cost will be necessary without a change in the SAD boundaries, the Treasurer shall include with, or send contemporaneously with, the invoice or property tax bill a statement that the cost redetermination(s) may be made without further notice to Record Owners or parties in interest in the property, subject to the limitations in Section 18-12-134(b).

(c) Upon confirmation of the special assessment roll, all assessments on that assessment roll are final and conclusive. An aggrieved person may appeal the assessment by filing a petition with the state tax tribunal pursuant to the requirements of the Tax Tribunal Act, Public Act 186 of the Public Acts of 1973, MCL 205.701 to 205.779, but only if the person

protested the assessment at the hearing held for the purpose of confirming the special assessment roll described in subsection (a).

Section 18-12-134. Special assessment; periodic redetermination of assessment; when rehearing is required; insufficient or surplus amount collected.

(a) The Administering Department shall annually conduct an accounting of the status of the SAD collections and the costs incurred under the contracts for Services in the SAD. The results of the accounting shall be used to estimate the amount to be assessed the following year for Services to be provided. The Administering Department shall make a report of such accounting and estimates to City Council and the sponsoring DNIO. After considering the report, the City Council shall ask the Board of Assessors to prepare a new special assessment roll for the SAD for the following year. The reassessment shall incorporate any overassessments or underassessments from the preceding year, and shall take into account any unpaid assessments, any collections of delinquent assessments from prior years, and any changes pursuant to Section 18-13-135. The Board of Assessors shall re-calculate the Tax Parcel Share for all Tax Parcels within the SAD based on this section.

(b) The revised Assessed Cost may exceed the original Assessed Cost (as stated in the City Council's resolution pursuant to Section 18-12-132(a)(4)) by up to fifteen percent (15%) without requiring notice or a public hearing. If at any time during the Term of the SAD the amount of the revised Assessed Cost exceeds the original Assessed Cost by more than fifteen percent (15%), then a reassessment shall be required, including notice, public hearing, and confirmation of the revised special assessment roll. No petition shall be required for a reassessment.

(c) If any Record Owner has paid more than its Tax Parcel Share as provided in the assessment roll, then the City Treasurer shall apply such overpayment to that Record Owner's Tax Parcel Share for the following year. At the conclusion of the Term of the SAD, then any overpayments in excess of five percent (5%) shall be refunded to the Record Owner. Overpayments up to five percent (5%) shall first be applied to unpaid expenses of the SAD, including unpaid assessments. Any balance remaining shall be applied to the City's general fund.

Section 18-12-135. Divisions or combinations of land; changes in exempt status.

(a) If, after a special assessment on the Tax Parcel is confirmed and before a special assessment is collected, a Tax Parcel is divided into two or more Tax

Parcels, or two or more Tax Parcels are combined into one Tax Parcel, then payment of the current year's Tax Parcel Share(s) for the original Tax Parcel(s) shall be due immediately as a condition to the combination or division. For each subsequent year of the Term, each resultant Tax Parcel shall be assessed a Tax Parcel Share as if the resultant Tax Parcel were in existence at the initial assessment.

(b) The exempt status of a Tax Parcel pursuant to the following section shall be determined as of tax day, as that term is defined in Section 2(2) of the General Property Tax Act, Public Act 206 of 1893, MCL 206.2(2). Payment of a Tax Parcel Share shall be required or exempt based on the exempt status as of tax day, not as of the day payment is due. If a Tax Parcel's exempt status changes from exempt to non-exempt, the Tax Parcel shall be assessed a Tax Parcel Share for each subsequent year of the Term that it is non-exempt.

Section 18-12-136. Exempt Tax Parcels.

(a) Tax Parcels owned by the following Record Owners shall be exempt from any special assessment under this division:

- (1) The United States;
- (2) Any state (including the State of Michigan);
- (3) The City of Detroit;
- (4) Any public school district; or
- (5) Any authority, municipal corporation, school district, or other governmental or quasi-governmental entity exempted from payment of special assessments by statute or other applicable law.

(b) Tax Parcels exempt by a Record Owner listed in subsection (a) shall be exempt regardless of the use or purpose of such Tax Parcel. All other Tax Parcels are subject to a special assessment created under this division, even if such Tax Parcels are exempt from property taxes under Michigan's General Property Tax Act, MCL 211.1 *et seq.*, unless such Tax Parcels are otherwise exempt from special assessments under applicable law.

Section 18-12-137. Agreement of exempt person to pay special assessments.

The Record Owner of any Tax Parcel that is exempt pursuant to Section 18-12-136 may nonetheless elect to pay a special assessment against an exempt Tax Parcel by providing written notice of such election to the Board of Assessors. Upon receipt of such notice, the Board of Assessors. Upon receipt of such notice, the Board of Assessors shall proceed to assess such an exempt Tax Parcel as if it were not exempt, and such assessment shall be a valid claim against such Tax Parcel. The election may not be revoked without consent by resolution of the City Council. An election to revoke shall only be effective for subsequent years.

Section 18-12-138. Special assessment as lien.

From the date of confirmation of the special assessment roll, any unpaid Tax Parcel Share, including any part of a Tax Parcel Share deferred as to payment, shall be a lien on the associated Tax Parcel, and shall also be a debt of the Record Owner. The lien shall be of the same character and effect as the lien created for municipal property taxes and shall accrue interest and penalties in the same manner. The lien shall be enforced in the manner prescribed in state law, the Detroit City Charter, and this Code for the enforcement of special assessment liens or tax liens.

Section 18-12-139. Addition of Tax Parcels to special assessment districts.

(a) An SAD shall not be amended so as to add Tax Parcels to the existing district unless notice is provided to the Record Owners of both (1) the Tax Parcels in the existing SAD and (2) the Tax Parcels to be added to the existing SAD, and the City Council holds a public hearing regarding the addition of the tax parcels and approves the amended SAD. If the property to be added to the SAD does not reduce the signatures on the original petition below the 51% threshold, no additional petition is needed. If the property to be added to the SAD does reduce the signatures on the original petition below the 51% threshold, then a supplemental petition shall be filed containing sufficient additional signatures of Record Owners. This section shall not apply to divisions, combinations, or changes in exempt status under Section 18-12-135.

(b) If, after the hearing regarding the addition of Tax Parcels to the SAD, the City Council is satisfied that adding the additional Tax Parcels to the existing SAD is consistent with the purposes and requirements of this division, it shall adopt a resolution confirming the addition of the new Tax Parcels to the existing SAD, after which the Board of Assessors shall recalculate the Tax Parcel Share for all Tax Parcels within the SAD based on the inclusion of the newly added Tax Parcels. Tax Parcels added to an existing SAD shall have the same Term as the existing SAD.

Section 18-12-140. Continuation of special assessment district upon expiration of Term.

If a DNIO wishes to continue an existing SAD beyond its Term, it must take action to continue the SAD for an additional Term in the same manner that a SAD is created pursuant to this division. The same DNIO does not need to serve as the DNIO during both the initial or subsequent Term of a SAD and any additional Term. To avoid a lapse in Services, a DNIO may begin petitioning to initiate an

additional Term of a SAD prior to the expiration of the existing Term, subject to the requirement in Section 18-12-127(c) regarding the validity of signatures. An additional Term of a SAD shall commence as of the expiration date of the existing Term of the SAD.

Section 18-12-141. Discontinuance of special assessment district through discontinuance petition.

(a) Pursuant to Section 5(2) of the Home Rule City Act, MCL 117.5(2), a SAD created under this division may be discontinued at any time during its Term through a discontinuance petition. A discontinuance petition may be completed and submitted to the City Clerk by any Record Owner or Owners within a SAD, or by a DNIO. A discontinuance petition is subject to the same rules as a petition to initiate a SAD as set forth in Sections 18-12-126 and 18-12-127, including among other applicable rules the requirements for signatures of Record Owners of 51% of the land comprising the special assessment district, except that no information regarding Assessed Cost, Tax Parcel Share, or Term shall be required on a discontinuance petition.

(b) After receipt of a completed discontinuance petition, the City Clerk shall report receipt of the petition to the City Council, file the original petition in its record, and forward a copy to the Administering Department and the DNIO if the DNIO is not the submitting party. The Administering Department shall confirm or reject the validity of the discontinuance petition. If the Administering Department rejects the validity of the discontinuance petition, it shall specifically explain to the petitioner in writing the deficiencies in the discontinuance petition, after which the petitioner shall have the opportunity to cure any such stated deficiencies and re-submit the discontinuance petition. If the Administering Department confirms the validity of the original or re-submitted discontinuance petition, it shall submit a report to the City Council verifying the validity of the petition and including such other information as the Administering Department shall deem appropriate.

(c) Upon receipt of the report from the Administering Department, the City Council shall hold a public hearing, with notice provided as set forth in Section 18-12-131. After the public hearing, the City Council shall adopt a resolution either accepting or rejecting the discontinuance petition. If the resolution rejects the discontinuance petition, the SAD shall continue. If the resolution accepts the discontinuance petition, then the contract(s) for services pursuant to Section 18-12-145 shall be terminated, and the Administering Department shall conduct a final accounting consistent with Section 18-12-134. The Administering Depart-

ment shall report the results of the final accounting to City Council. Upon receipt of the final accounting, City Council shall adopt a resolution terminating the special assessment. No further assessments shall be made except for reassessment required to address any deficit shown in the final accounting. Such reassessment shall be subject to notice and public hearing. Any surplus shown by the final accounting shall be distributed as set forth in Section 18-12-134, subsection (c).

(d) Only an entire SAD may be discontinued through a petition under this section, not a portion of a SAD. Any such discontinuance shall not impair any current obligations of the City or the SAD.

Section 18-12-142. Provision of benefits under this division not to reduce provision of general City benefits.

Services funded by a SAD are supplemental to City-provided Services. Notwithstanding the establishment of a SAD under this division, the City shall continue to provide Services to a SAD at the same level and frequency that it provides Services to other comparable areas of the City that do not contain a SAD. The existence of a SAD shall not be a basis for the subsequent discontinuance or diminution of City-provided Services within a SAD.

Section 18-12-143 — 18-12-144. Reserved.

Subdivision D — Contracting for Provision of Services

Section 18-12-145. Contracting for Services.

(a) Section 5i of the Home Rule City Act, MCL 117.5i, requires that the services under this division be provided by private contractors. The City prefers to enter into a contract with the DNIO for the services, with the exception that the DNIO will enter into one or more subcontracts with the service providers. If the DNIO desires to administer the SAD services, and the Administering Department determines that the DNIO is qualified, the Administering Department shall negotiate a contract with the DNIO in form satisfactory to the Law Department for administering the SAD. The contract shall address the methods by which the DNIO shall solicit and obtain bids from potential providers of the service(s) for which the SAD was established, and the awarding of subcontracts for such services, the procedures for requesting and obtaining prompt payment from the City (which shall include (1) invoices from private contractors that a DNIO has contracted with for the provision of Services within a SAD, and (2) a statement of the DNIO's reasonable costs incurred for administering the SAD, if any), auditing and accounting procedures, establishment or determination of appropriate administration fee(s), and such other issues as the DNIO, the

Administering Department and the Law Department shall deem appropriate. If the DNIO does not desire to administer the contract(s) for services, the Administering Department may identify another entity to administer the contract(s) for services, or may elect to contract directly for such services in accordance with standard city procedures. If both the DNIO and the Administering Department decline to administer the contract(s) for the services, and the Administering Department is unable to identify another entity to administer the contracts, then the special assessment shall be canceled.

(b) The contract shall contain provisions requiring the DNIO and all subcontractors to provide in a timely manner all information needed for redetermining costs in accordance with Section 18-12-134.

(c) The contract shall terminate upon acceptance of a discontinuance petition pursuant to Section 18-12-141, and shall contain a provision so stating.

(d) A DNIO may agree to, but shall not be required to, administer contracts for services in a district outside its own geographical area.

Section 18-12-146. City Council approval of contract(s); source of funds for payment of Assessed Cost.

The contract(s) with the DNIO or other administering entity described in Section 18-12-145, but not the subcontracts with the service providers, shall be submitted for approval by City Council in accordance with the requirements of the Charter and this Code. The Assessed Cost of the improvement shall be paid by the Treasurer out of funds collected pursuant to the special assessment roll. The City's payment obligations under this division shall be limited to payment under the contract(s) entered into by the City pursuant to Subsection 18-12-141(a). The City shall be under no obligation to pay the subcontractors of the DNIO.

Section 2. All ordinances or parts of ordinances in 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. If this ordinance is passed by a two-third (2/3) majority of City Council members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-118 of the 2012 Detroit City Charter; if passed by less than a two-thirds (2/3) majority of City Council members serving, it shall become effective no later than thirty (30) days after publication in accordance with Section 4-118 of the 2012 Detroit City Charter; if this ordinance specified a certain date to become effective,

tive, it shall become effective in accordance with the date specified therein, subject to the publication requirement in Section 4-118 of the 2012 Detroit City Charter.

Approved as to form only:

MELVIN B. HOLLOWELL

Corporation Counsel

Read twice by title, ordered, printed and laid on table.

RESOLUTION SETTING HEARING

By Council Member Tate:

Resolved, That a public hearing will be held by this body in the Committee Room, 13th Floor of the Coleman A. Young Municipal Center on WEDNESDAY, APRIL 16, 2014 AT 1:00 P.M., for the purpose of considering the advisability of adopting the foregoing Proposed Ordinance to Amend Chapter 18, Article XII of the 1984 Detroit City Code, by adding Division 7, "Special Assessments for Snow Removal, Mosquito Abatement, and Security Services", Subdivision A, "General Matters", Sections 18-12-120 to 18-12-123, Subdivision B, "Petition", Sections 18-12-125 to 18-12-128, Subdivision C, "Establish of District and Assessment", Sections 12-12-130 to 18-12-142, and Subdivision D, "Contracting for Provision of Services", Sections 18-12-145 to 18-12-146, to specifically implement the provisions of Section 5i of the Home Rule City Act, MCL 117.5i, which grants the power to "provide by ordinance a procedure to finance by special assessments the provision by private contractors of snow removal from streets, mosquito abatement, and security services [and] authorize the use of petitions to initiate the establishment of a special assessment district.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Finance Department Purchasing Division

March 27, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2867566 — 100% City Funding — To provide New Tires for Passenger, Light Duty and Commercial Vehicles — Contract period: November 1, 2012 through October 31, 2014 — Original department estimate: \$600,000.00 — Requested department increase: \$150,000.00 — Total contract estimated expenditure to: \$750,000.00 — Total expended on contract: \$579,635.91 — Detailed reason for increase: To add Funds for the Purchase of New Tires for

Passenger, Light Duty and Commercial Vehicles — Company: Trader Ray Tire Center, Location: 2272 East Jefferson, Detroit, MI 48207. **General Services.**

This is a Contract Increase — The Contract Period Remains the Same.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Spivey:

Resolved, That Contract No. 2867566 referred to in the foregoing communication dated March 27, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

Taken from the Table

Council Member Leland moved to take from the table an Ordinance to amend Chapter 61 of the 1984 Detroit City Code, 'Zoning,' commonly known as the Detroit Zoning Ordinance, by amending Article XVII, District Map No. 70, to show a P1 (Open Parking District) zoning classification where an R1 (Single-Family Residential District) zoning classification is currently shown on the property in the area generally bounded by Steel Street to the east, the east-west alley north of Plymouth Road to the south, Sorrento Street to the west, and a line approximately 401 feet north of the Plymouth Road to the north, more specifically identified as 11631, 11637, 11643, 11653, 11663, 11665, and 11675 Steel Street, and 11630, 11636, 11644, 11650, 11660, 11666, and 11674 Sorrento Street, to allow for an accessory parking lot to serve the Third New Hope Baptist Church facilities, laid on the table March 25, 2014, which motion prevailed.

The Ordinance was then placed on the order of third reading.

THIRD READING OF ORDINANCE.

The title to the Ordinance was read a third time.

The ordinance was then read.

The question being "Shall this Ordinance Now Pass?"

The Ordinance was passed, a majority of the Council Members present voting therefore as follows:

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

*WAIVER OF RECONSIDERATION (No. 1) per motions before adjournment.

**PUBLIC HEALTH AND SAFETY
STANDING COMMITTEE
Finance Department
Purchasing Division**

March 6, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2885426 — 100% Revenue — To provide Lease of Property (Rental Space) and Operating Rights at the City Airport for Rental Car Agency (Non aeronautical/ Landside) — Company: U.S. Auto Rental, Location: 11499 Conner Avenue, Detroit, MI 48213 — Contract period: October 1, 2013 through September 30, 2016 — Contract monthly rental rate: \$700.00 — Three (3) year cost: \$25,200. **Airport.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2885426 referred to in the foregoing communication dated March 6, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Finance Department
Purchasing Division**

March 6, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

**TO PAY INVOICES FOR WORK
ALREADY PERFORMED**

2889372 — 100% Municipal Parking Enterprise Funding — To provide Compensation for Commercial General Liability Umbrella Insurance for Municipal Parking from February 18, 2014 through February 18, 2015 — Company: Camden Insurance Agency, Location: 17900 Ryan Road, Suite A, Detroit, MI 48212 — Total cost: \$80,705.00. **Municipal Parking** — Unauthorized Purchase (Confirming).

Vendor currently is not on contract.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2831950 referred to in the foregoing communication dated March 6, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, and Tate — 8.

Nays — Council President Jones — 1.

**Finance Department
Purchasing Division**

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2889784 — 100% City Funding — Removal and Disposal of Animal Carcasses — Company: Partridge Enterprises, Inc., 4705 Industrial Drive, Clarklake, MI 49234 — Contract period: April 1, 2014 through March 30, 2015 — \$2,390.00 per month, Contract amount not to exceed: \$28,680.00. **Police.**

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2889784 referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Finance Department
Purchasing Division**

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

2657504 — 100% City Funding — To provide Software/Hardware Support and Maintenance — Company: Advanced Control Systems, 2755 Northwoods Parkway, Norcross, GA 30071 — Contract period: August 31, 2012 through December 31, 2015 — Contract amount: \$35,616.00. **Public Lighting.**

This is a Contract Renewal — Contract expired on August 31, 2012.

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2657504 referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

**Finance Department
Purchasing Division**

March 20, 2014

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firms or persons:

TO PAY INVOICES FOR WORK ALREADY PERFORMED

2890214 — 100% City Funding — To provide Compensation for Workman's and Non-Workman's Compensation for October, 2013 through December, 2013 — Company: Brown Rehab Management, 29688 Telegraph Road, Suite 100, Southfield, MI 48034 — Contract period: June 6, 2009 through May 31, 2013 — Contract amount: \$25,365.73. **Transportation** — Unauthorized Purchase (Confirming).

Respectfully submitted,

BOYSIE JACKSON

Purchasing Director

Finance Dept./Purchasing Division

By Council Member Benson:

Resolved, That Contract No. 2890214 referred to in the foregoing communication dated March 20, 2014, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate and — 8.

Nays — Council President Jones — 1.

Permit

Honorable City Council:

To your Committee of the Whole was referred petition of St. Aloysius Catholic Church (#126), to conduct "St. Aloysius 18th Annual Block Party". After consultation with the Buildings, Safety Engineering and Environmental Department and careful consideration of the request, your Committee recommends that same be granted in accordance with the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That subject to approval of the Mayor's Office, DPW — City Engineering Division, Buildings Safety Engineering, Municipal Parking, Police and Fire Departments, permission be and is hereby granted to St. Aloysius Catholic Church (#126) for "18th Annual Block Party" on August 10, 2014 from 12:30 p.m.-4:30 p.m., with temporary street closures in area of 1234 Washington Blvd., etc.

Resolved, That the Buildings and Safety Engineering Department is hereby authorized and directed to waive the zoning restrictions on said property during the period of the promotion.

Provided, That the required permits be secured should any tents or temporary installations such as Liquefied Petroleum Gas Systems be used, and further

Provided, That said activity is conducted under the rules and regulations of concerned departments and the supervision of the Police Department, and further

Provided, That such permission is granted with the distinct understanding

that petitioner assumes full responsibility for any and all claims, damages or expenses that may arise by reason of the granting of said petitions, and further

Provided, That site be returned to its original condition at the termination of its use, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Permit

Honorable City Council:

To your Committee of the Whole was referred petition of Shell Oil Company (#113), to conduct "Shell Eco-Marathon Americas". After consultation with the Buildings, Safety Engineering and Environmental Department and careful consideration of the request, your Committee recommends that same be granted in accordance with the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That subject to approval of the Mayor's Office, DPW — City Engineering Division, Buildings Safety Engineering, Municipal Parking, Transportation, Police and Fire Departments, permission be and is hereby granted to Shell Oil Company (#113) for "Shell Eco-Marathon Americas" on April 8-12, 2015 from 10:00 a.m.-6:00 p.m., with temporary street closures in area of Downtown Detroit, etc.

Resolved, That the Buildings and Safety Engineering Department is hereby authorized and directed to waive the zoning restrictions on said property during the period of the promotion.

Provided, That said activity is conducted under the rules and regulations of concerned departments and the supervision of the Police Department, and further

Provided, That such permission is granted with the distinct understanding that petitioner assumes full responsibility for any and all claims, damages or expenses that may arise by reason of the granting of said petitions, and further

Provided, That site be returned to its original condition at the termination of its use, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Permit

Honorable City Council:

To your Committee of the Whole was referred Petition of Matrix Head Start Vistas Nuevas (#156), request to hold "Celebration of Cultures" in Clark Park on June 5, 2014. After consultation with the Recreation Department and careful consideration of the request, your Committee recommends that same be granted in accordance with the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That subject to the approval of the concerned departments, permission be and is hereby granted to Petition of Matrix Head Start Vistas Nuevas (#156), request to hold "Celebration of Cultures" in Clark Park on June 5, 2014 from 10:00 a.m. to 3:00 p.m. with temporary street closure on Eldred St. between Campbell and Junction. Set up is to begin June 5, 2014 at 8:00 a.m. with tear down ending at 3:00 p.m.

Provided, That said activity is conducted under the rules and regulations of the concerned departments and the supervision of the Police Department, and further

Provided, That permission for the service of alcoholic beverages is granted contingent upon petitioner obtaining approval of the Michigan Liquor Control Commission and complying with applicable City ordinances in connection with this activity, and further

Provided, That the sale of food and soft drinks is held under the direction of the Health and Wellness Department, and further

Provided, That such permission be granted with the distinct understanding that petitioner assumes full responsibility for any and all claims, damages and expenses that may arise by reason of the granting of said petition, and further

Provided, That the site be returned to its original condition at the termination of its use, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Permit

Honorable City Council:

To your Committee of the Whole was referred Petition of Tour de Troit (#149), request to hold "Cycle Into Spring" in Maheras Gentry Park and through the city on May 10, 2014. After consultation with the Recreation Department and careful

consideration of the request, your Committee recommends that same be granted in accordance with the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That subject to the approval of the concerned departments, permission be and is hereby granted to Petition of Tour de Troit (#149), request to hold "Cycle Into Spring" in Maheras Gentry Park and throughout the city on May 10, 2014 from 8:00 a.m. to 1:00 p.m. Set up is to begin May 10 at 5:30 a.m. with tear down ending May 10, at 3 p.m.

Provided, That said activity is conducted under the rules and regulations of the concerned departments and the supervision of the Police Department, and further

Provided, That permission for the service of alcoholic beverages is granted contingent upon petitioner obtaining approval of the Michigan Liquor Control Commission and complying with applicable City ordinances in connection with this activity, and further

Provided, That the sale of food and soft drinks is held under the direction of the Health and Wellness Department, and further

Provided, That such permission be granted with the distinct understanding that petitioner assumes full responsibility for any and all claims, damages and expenses that may arise by reason of the granting of said petition, and further

Provided, That the site be returned to its original condition at the termination of its use, and further

Provided, That this resolution is revocable at the will, whim or caprice of the City Council.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and deter-

mination of the Buildings and Safety Engineering Department that certain structures on premises known as 3375 25th, 5149 28th, 18000 Albany, 18632 Albany, 17870 Albion, 19954 Annott, 16510 Appoline, 8926 Astor, 15895 Baylis, 10327 Beaconsfield, as shown in proceedings of March 18, 2014 (J.C.C. ____), are in a dangerous condition and should be removed, be and hereby approved, and be it further

Resolved, That the Buildings and Safety Engineering Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 3375 25th, 5149 28th, 18000 Albany, 17870 Albion, 19954 Annott, 8926 Astor, 15895 Baylis, 10327 Beaconsfield, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 18, 2014 (J.C.C. ____), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings and Safety Engineering Department for reasons indicated:

18632 Albany and 16510 Appoline — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings and Safety Engineering Department that certain structures on premises known as 18419 Buffalo, 13229 Caldwell, 20181 Cameron, 19705 Cardoni, 7510 Chalfonte, 283 Chandler, 11700 Cheyenne, 11757 Cheyenne, 6115 Chopin, 3902 Clippert, as shown in proceedings of March 18, 2014 (J.C.C. ____), are in a dangerous condition and should be removed, be and hereby approved, and be it further

Resolved, That the Buildings and Safety Engineering Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 18419 Buffalo,

20181 Cameron, 283 Chandler, 11700 Cheyenne, 6115 Chopin, 3902 Clippert, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 18, 2014 (J.C.C. ____), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings and Safety Engineering Department for reasons indicated:

13229 Caldwell, 19705 Cardoni, 7510 Chalfonte, and 11757 Cheyenne — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,

SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings and Safety Engineering Department that certain structures on premises known as 15817 Cloverlawn, 13580 Conant, 18473 Conley, 4837 Cope, 11173 Corbett, 14227 Corbett, 14251 Corbett, 14260 Corbett, 5287 Daniels, 4363 W. Davison, as shown in proceedings of March 18, 2014 (J.C.C. ____), are in a dangerous condition and should be removed, be and hereby approved, and be it further

Resolved, That the Buildings and Safety Engineering Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 4837 Cope, 11173 Corbett, 14227 Corbett, 14251 Corbett, 14260 Corbett, 5287 Daniels, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 18, 2014 (J.C.C. ____), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings and Safety Engineering Department for reasons indicated:

15817 Cloverlawn, 13580 Conant, 18473 Conley, and 4363 W. Davison — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,
SCOTT BENSON

Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings and Safety Engineering Department that certain structures on premises known as 8080 Doyle, 8088 Doyle, 8110 Doyle, 12908 Dresden, 18054 Dresden, 6450 W. Edsel Ford, 11250 Elmdale, 5299 Elmer, 3786 W. Euclid, 3806-08 W. Euclid, as shown in proceedings of March 18, 2014 (J.C.C. ____), are in a dangerous condition and should be removed, be and hereby approved, and be it further

Resolved, That the Buildings and Safety Engineering Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 8080 Doyle, 8088 Doyle, 8110 Doyle, 12908 Dresden, 6450 W. Edsel Ford, 11250 Elmdale, 5299 Elmer, 3786 W. Euclid, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 18, 2014 (J.C.C. ____), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings and Safety Engineering Department for reasons indicated:

18054 Dresden and 3806-08 W. Euclid — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your

Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,
SCOTT BENSON
Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings and Safety Engineering Department that certain structures on premises known as 4075 E. Euclid, 17148-50 Evergreen, 19414 Fairport, 20285 Ferguson, 20309 Ferguson, 6012 Florida, 12707-17 E. Forest, 19420 Forrer, 18661 Gable, 18667 Gable, as shown in proceedings of March 18, 2014 (J.C.C. ____), are in a dangerous condition and should be removed, be and hereby approved, and be it further

Resolved, That the Buildings and Safety Engineering Department be and it is hereby authorized and directed to take the necessary steps for the removal of dangerous structures at 4075 E. Euclid, 17148-50 Evergreen, 19414 Fairport, 20309 Ferguson, 6012 Florida, 12707-17 E. Forest, 19420 Forrer, and to assess the costs of same against the properties more particularly described in the above mentioned proceedings of March 18, 2014 (J.C.C. ____), and be it further

Resolved, That dangerous structures at the following locations be and the same are hereby returned to the jurisdiction of the Buildings and Safety Engineering Department for reasons indicated:

20285 Ferguson, 18661 Gable, and 18667 Gable — Withdraw.

Adopted as follows:

Yeas — Council Members Benson, Castaneda-Lopez, Cushingberry, Jr., Jenkins, Leland, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Dangerous Structures

Honorable City Council:

In accordance with Section 12-11-28.4 of the Building Code, hearings were held for the purpose of giving the owner or owners the opportunity to show cause why certain structures should not be demolished or otherwise made safe. After careful consideration of same, your Committee recommends that action be taken as set forth in the following resolution.

Respectfully submitted,
SCOTT BENSON
Chairperson

By Council Member Benson:

Resolved, That the findings and determination of the Buildings and Safety Engineering Department that certain structures on premises known as 13814 Gallagher, 14069 Glenwood, 14484 Glenwood, 14490 Glenwood, 14505 Glenwood, 14508 Glenwood, 454 W. Golden Gate, 10254 W. Grand River,