



Civil Rights, Inclusion and Opportunity

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To: Honorable Detroit City Council
Neighborhood Advisory Councils
From: Charity R. Dean, Esq., Director, Civil Rights, Inclusion and Opportunity
Date: October 9, 2020
Re: **Community Benefits Ordinance Biannual Report for Lafayette West**

The Civil Rights, Inclusion, and Opportunity (CRIO) Department has been given the responsibility of monitoring the Community Benefits Ordinance. The report details the developer's compliance with each Community Benefits Provision (CBP) commitment.

The **Lafayette West** project currently has **0** of their commitments considered **"Off Track"** and **12** of their commitments considered **"Not Started"**

Below, you will find a key to reference when reviewing "Status Update" and the total number of CBP commitments in each specific status.

Status Update	Explanation	Commitments
	On Track- Actions taken towards satisfying commitment	32
	Off Track- Commitment not fulfilled	0
	Off Track-Compliance Plan Submitted	0
	Commitment Impacted by Covid-19	0
	Not Started- No action taken	12
	Additional information requested	0
Completed	Commitment Fulfilled	11
Total Commitments		55

If you have any questions, do not hesitate to contact my office at 313-224-4950

Respectfully,

Charity R. Dean, Esq.
Director
Civil Rights, Inclusion and Opportunity

Lawrence Garcia, Esq.
Corporation Counsel
City of Detroit Law Department

Cc: Arthur Jemison, Chief of Services and Infrastructure, City of Detroit

Biannual Community Benefits Provision (CBP) Reporting Outline

Project Name/Location: Lafayette West/1401 Rivard Street, Detroit MI, 48207

Agreement Approval Date: April 3, 2019

Developer Name/Address Ginosko Development Company/ 41800 W. 11 Mile Rd.

October 2020 Report

	Commitment	Findings	Status
1.1 Construction Times			
1.	The standard construction schedule for the Project will be 7 a.m.-5 p.m. on weekdays, with Saturdays only being worked as necessary.	The Developer completed the work within these parameters and when outside of these parameters notices were provided. The Building Safety Engineering and Environmental Department has confirmed there has not been any tickets issued.	
2.	Developer will comply with all local ordinances related to the Project.	Developer complies with all local ordinances. Building Safety Engineering and Environmental Department confirmed that there has been not tickets issued.	
3.	<p>Developer will Provide at least 48 hour notice through the following sources for any work to be conducted on a Saturday ("Communication Sources").</p> <p>a. A public website provided by Developer for the Project.</p> <p>b. Direct communication with the management agents for the Mies Co-Ops and The Pavilion and any other Lafayette Park building that supplies a management contact.</p>	Notices were provided on the Lafayette West Detroit website, sent via email to the Miles Co-Ops and The Pavilion management company, and notices were provided via an email list-serv to any member of the public who subscribed. As of March 2020, the email list-serv has 104 subscribers.	

	Commitment	Findings	Status
	c. An email listserv which will be made functional by the Developer and includes all email addresses provided by the NAC and the City for such email list-serv.		
4.	Developer will work with its construction partners to limit as much noise-making activities at the Project as possible after 9 a.m.	Developer provided noise limiting requirements in the contract with the demolition contractor. Subsequent contracts will also contain noise limiting provisions. The Civil Rights, Inclusion, and Opportunity Department has requested copies of the demolition contractions, however the contracts are not available to the public.	
5.	48 hour notice will be given by Developer through the Communication Sources for unique activities or unscheduled work as needed during Sunday hours.	Developer agreed to provide a 48 hour notice through the communication Source for unique activities or unscheduled work as needed during Sunday hours.	
6.	Developer will not perform any disruptive/loud work on Sunday. Should work on Sunday become necessary, it will be restricted to low decibel activities.	No work was performed on Sundays. Any future work planned for Sundays will be restricted to low decibel activities.	
7.	Developer will not perform any construction work on Sundays when any scheduled Detroit Lions football game occurs.	No work was or will be performed on Sundays when a Detroit Lions football game occurred.	

	Commitment	Findings	Status
8.	If Saturday work hours are necessary, Developer commits to a maximum of 2 Saturdays per month.	No work was required on a Sunday however Developers intends that if required in the future, Sunday work will be limited to 2 Sunday's per month maximum.	
1.2 & 1.3 Park Improvements			
9.	Developer shall donate a total not to exceed of \$15,000 for tangible, visible improvements to Lafayette Plaisance Park and/or Chrysler Elementary School. Such donation will be coordinated between the Developer, the NAC and the intended receiving entity.	Developer has purchased benches to donate to Lafayette Park as a tangible visible improvement to Lafayette Park. The benches have been donated and are in the park development yard awaiting approval for installation.	
10.	Developer will provide and install a placard or other acknowledgement at the place that the above referenced donated improvements are made recognizing Developer's contribution.	Developer states that placard will be placed on the improvements once the donated benched are installed.	
2 Development Standards			
11.	<p>Developer will ensure that the Project is built with a minimum:</p> <ul style="list-style-type: none"> a. 1 car per dwelling parking ratio per rental unit b. 1.5 cars per dwelling parking ratio per townhome c. Strive to meet an overall parking ratio greater than 1.25 cars per dwelling unit d. No parking ratios will rely on the on-street parking along Rivard or the Chrysler Service Drive e. Additional parking for visitors (6% of rental units, 4 spaces for prospective renters, and 6 spaces for Lafayette West employees, as well as spaces for the proposed coffee/co-working area per zoning requirement. 	<p>* The overall cost of the project has increased by \$2Million over the estimated budget, allowing developer to lower the parking ratios to accommodate project feasibility*</p> <ul style="list-style-type: none"> a. Parking is 0.75 cars per dwelling unit b. The townhomes are no longer apart of the construction plan. There are 80 Condominiums now being offered as a multi-family dwelling unit c. The overall parking ratio was less than 1.25 cars per dwelling unit, but were increased to the maximum amount that the final site plan could budget and accommodate. The overall parking ratio is 0.90 per unit 	

	Commitment	Findings	Status
		<p>d. The parking rations above do not rely on on-street parking along Rivard or the Chrysler Service Drive.</p> <p>e. Visitor parking accommodations are compliant with zoning requirements.</p>	
12.	The City will be engaging with residents to garner further input on updates to the ordinance; specifically with those neighborhoods, such as Lafayette Park, where permitted parking has been a request. Developer will ensure that the Project complies with any such updates to the ordinance.	Residential Parking Ordinance was approved by Council. Lafayette Park residents must submit an application and petition to opt in. The Developer intends to support in any way but there is a process that the community must participate in to implement the program.	
13.	Developer will support any petition related to designating the block faces along Rivard and the Chrysler Service Drive to be designated as a Residential Permit Parking Area.	Residents have yet to initiate such petition.	
14.	Developer will enforce parking along the planned Nicolet and Lafayette Plaisance private streets within the Project.	Developer intends to enforce the parking restrictions along Nicolet and Lafayette Plaisance private streets.	
15.	Project qualifies for a 0.75:1 parking ratio for the multi-family rental dwellings to be constructed at the Project. To the extent that the total Project budget is increased by \$2 Million over the initial estimated Project budget of \$111.8 Million and as a last resort in mitigating construction costs, Developer may lower the above references parking ratios to accommodate Project feasibility, so long as Developer is compliant with the law and documentation to the NAC evidencing the construction costs increases and other attempts to defray those costs have been attempted by Developer. Notwithstanding anything to contrary contained herein, the parking ratio for the Project shall not fall below 0.75 cars per dwelling unit for the entire project.	The parking ratios are 0.90 spaces per unit which is above the qualified 0.75. The overall cost of the project has increase by \$2Million over the estimated budget, allowing developer to lower the parking ratios to accommodate project feasibility. The requirements were 244 spaces and the developer will be providing 291 parking spaces.	Completed

	Commitment	Findings	Status
3 Traffic and Closure Impacts			
16.	Developer will not, at any time, cause the total closure of Rivard unless such a closure is required for utility connections related to the Project. In the event a total lane closure of Rivard is necessary, Developer will do everything possible to minimize any potential disruption, including scheduling and paying for overtime work.	There were no closures of Rivard that required during demolition. For future total lane closures along Rivard, the developer intends to comply with these requirements.	
17.	Developer may request temporary and/or partial lane closures of Rivard and/or the Chrysler Service Drive from time to time to address curb cuts, tie-ins and ancillary work parallel to such rights-of-way.	Developer intends to secure City approvals for temporary and/or partial lane closures before commencing work requiring temporary and/or partial lane closures.	
18.	All traffic disruptions directly caused by the Project will be communicated by Developer through the Communication Sources in advance or as early as known by Developer.	Developer has and continues to provide notice to all parties of traffic disruptions through the Communication Sources. The Civil Rights, Inclusion, and Opportunity Department has received no complaints or alleged violations.	
19.	All appropriate signage, barricades and safety measures for all traffic disruptions directly caused by the Project will be implemented by Developer according to Applicable Laws.	Developer is aware of the commitment and intends to comply with all Applicable Laws. There has been no city violations reported.	

	Commitment	Findings	Status
20.	All lane closures required for the Project must be included in a Traffic Management Plan that is approved by the City's Traffic and Engineering staff prior to any such lane closures occurring.	There have been no lane closures to date.	
4.1 & 4.2 Contractor Provisions			
21.	Developer will ensure that its contractor, subcontractors, suppliers and professionals carry all appropriate general and/or professional liability insurance for any and all activities related to the Project.	Developer is aware of commitment and has confirmed that it's contractors, subcontractors, suppliers, and professional carriers have the appropriate levels of general and professional liability insurance	
22.	Developer and its affiliates that are associated with the Project, including Lafayette Class A Partners, LLC, will be named as additional insureds on all professional liability insurance policies of contractors, subcontractors, suppliers and professionals working on the Project.	Developer intends that all contracts and all future contracts will require that Developer and its affiliates are named as additional insureds. The Civil Rights, Inclusion, and Opportunity Department has verified using the certificate of liability insurance posted to the Lafayette website.	
23.	Developer shall provide a copy to the NAC through the Communication Sources of the insurance certificates and riders for all the insurance that is required by this Section of the Provision. If deemed necessary by the NAC, the NAC may also forward such documents to the Mies Cooperative's attorney for informational review.	The demolition contractor's insurance certificate was provided in mid-December 2018, prior to the start of demolition activity. The Developer has made the certificate of insurance public on their website. https://www.lwdetroit.com/#info	

	Commitment	Findings	Status
24.	Developer will ensure all required insurance remains active through the entire demolition and construction periods of the Project.	Developer maintains active monitoring of supplier and vendor insurance programs, including confirming the current and accurate insurance certificates are provided and active.	
25.	Any claims made against any such insurance will follow the evaluation process carried out by the insurer's claims departments.	No claims have been made.	
4.3 Window Cleaning			
26.	<p>For properties located within the Project's Impact Area that desire to participate, Developer will pay for up to 50% of the costs for two (2) regularly scheduled window cleanings (one following demolition and one after construction completion).</p> <p>a. A participant must provide the Developer with written confirmation of the frequency of current window cleanings at participant's property over the year prior.</p> <p>b. A participant must provide the Developer with actual invoices from prior window cleanings over the year prior so that Developer may confirm the costs associated with the window cleanings of the respective participant's property.</p>	Invoices were provided by Mies Co-Ops and The Pavilion over the prior years. Actual invoices were provided by Mies Co-Ops and The Pavilion for the post-demolition window cleaning and 50% reimbursement has been made.	
5 Environmental			
27.	Developer shall cause any and all hazardous materials identified at the Project site, from prior reports or otherwise, to be safely and properly removed from the Project site by qualified, licensed and insured contractors practicing under the standard of care required of environmental professionals in the state of Michigan.	All hazardous materials are and will continue to safely and properly be removed from the site by qualified, licensed and insured contractors.	

	Commitment	Findings	Status
28.	Risk to adjoining and nearby residents for exposure to asbestos and hazardous materials will be mitigated by Developer before demolition.	Any and all asbestos containing and hazardous materials were safely and properly removed from the site by qualified, licensed and insured contractors prior to demolition.	Completed
29.	Developer will post any and all environmental and demolition related reports to the Communication Sources and provide separate copies to the NAC.	All environmental and post-abatement reports were and will continue to be posted to the Lafayette West website and notification was provided to the NAC through the Communication Sources.	
30.	Developer will hire AKT Peerless to provide oversight for all Project related demolition activities to ensure compliance with all environmental regulations and Applicable Laws.	AKT Peerless was hired to oversee the pre-demolition abatement to ensure compliance with all environmental regulations and Applicable Laws.	Completed
31.	<p>Developer will develop a fugitive dust control plan in alignment with current environmental safety regulations and Applicable Laws for demolition and implement perimeter air monitoring for lead and cadmium dust</p> <p>a. Such fugitive dust control plan, which includes dust suppression, should be outlined in writing by the Developer and submitted to the NAC for information purposed only</p> <p>b. Such fugitive dust control plan shall require that a particulate matter monitor be used and demolition stopped if elevated particulate matter is detected during extreme wind or weather events</p> <p>c. All demolition related activities for the Project will proceed in accordance with NESHAP</p> <p>d. All demo contractors working on the Project will use wetting to suppress dust in accordance with Applicable Laws.</p>	<p>a. The dust plan was submitted to the Neighborhood Advisory Council prior to the commencement of demolition and can be found at the project website: www.lwdetroit.com</p> <p>b. Perimeter air monitoring was done throughout demolition and ensured that particulate matter were below all environmental requirements.</p> <p>c. A fugitive dust control plan was developed in alignment with environmental safety regulations and Applicable Laws.</p> <p>d. All demolition contractors utilized wetting to suppress</p>	

	Commitment	Findings	Status
		dust in accordance with applicable laws	
32.	<p>Due to the verified building ad soil contamination mentioned in the Brownfield application, Developer shall adhere to the following special pre-demolition notification(s) regarding any removal of hazardous materials, information regarding the best methods to mitigate exposure to hazardous substances and other important pre-demolition information for residents:</p> <p>a. Developer shall document and post on the Communication Sources the specific date/time of all demolition activity for the Project</p> <p>b. Developer shall post the fugitive dust control plan on the Communication Sources.</p>	<p>The demolition notice and the fugitive dust control plan was posted to the Lafayette West website. https://www.lwdetroit.com/#info</p>	Completed
33.	<p>Environmental conditions and the results of environmental monitoring will be communicated by Developer thru the Communication Sources, as well as through a direct mailer from Developer to all addresses provided by the City that were used to notify Lafayette Park Residents of the CBO Process.</p>	<p>Developer intends to post the environmental conditions and results of monitoring to the Lafayette West website.</p>	
6 Pest Control			
34.	<p>Developer will complete a full pest and vermin control mitigation program of the Project site prior to demolition using the most updated industry standard. Developer shall cause rodent and vermin mitigation to be conducted during the mobilization, demolition, construction, and demobilization periods of the Project.</p>	<p>The full pest and vermin control program was implemented prior to demolition. Ongoing monitoring and maintenance of pest control measures will continue throughout the remaining construction and demobilization periods.</p>	

	Commitment	Findings	Status
35.	Developer shall provide a communication hotline that can be used by residents to report any vermin or rodent activity in the Project and/or Impact Area. Such activity will be addressed expeditiously by Developer.	Developer provides a communication hotline: (734) 740-1912. The Lafayette website does provide an email address. Inof@LWDetroit.com	Completed
36.	Developer will monitor and ensure that all required sanitation control methods are employed at the Project work site during all phases of the Project.	All required sanitization methods were employed during demolition, and will continue to be implemented through the construction periods.	
7 Pre-Construction Maintenance			
37.	Developer will provide proper temporary fencing at the Project that provides both flexibility and security for the construction activities occurring at the Project.	There is temporary fencing that provides flexibility for construction and a safe and secure perimeter.	Completed
38.	Developer will continuously monitor the development fencing for intrusions and forcible entry and repair any such areas as soon as possible to prevent trespassing and occupancy of the Project site or vacant buildings therein by trespassers.	Development is monitoring and will continue to monitor throughout the construction period.	

	Commitment	Findings	Status
39.	Developer will consider providing barricades at standard entrances of the Project or prevent cross-traffic or event parking on site.	The Developer has taken into consideration barricades as a part of the site planning process.	Completed
40.	Developer will work diligently to demolish the buildings <u>at the Project site</u> by the end of 2018.	The former buildings were significantly demolished by 12/31/18. The remaining demolition, and site clearing occurred during the first few months of 2019.	Completed
41.	Developer will provide security at the project site. Developer has hired Signal 88 Security to provide such security, including overnight roving patrols.	Developer provides security at the project site. The company the developer is working with is Broadmoor Security Group which are the same representative from Signal 88 who transitioned to a new name, Broadmoor Security.	Completed
42.	Developer will work with Signal 88 and/or other qualified security team to implement a construction-period security program. This may include the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols.	The contractor will be responsible for security during the construction-period The Developer intends to work closely with the contractors to ensure the use of perimeter barricades, monitored cameras, sensor technology, and/or roving security patrols	
43.	Developer will work with its management agent, Village Green, to develop a post construction security program using the most efficient and effective security measures.	Developer intends to develop a post construction security program closer to construction completion.	

	Commitment	Findings	Status
44.	<p>Prior to the start of construction of the Project and provided all City permits have been secured and that all laws are followed, Developer may have event parking and tailgate parking at the Project site for events conditioned upon the following:</p> <p>a. Debris and trash will be removed by Developer immediately following the event.</p> <p>b. The perimeter will be secured by closing/locking gates following the event.</p> <p>c. All profits from event parking will be donated by Developer to the Horatio Williams Foundation.</p>	<p>Event parking has occurred throughout 2018 and 2019 in compliance with the requirements set forth in items 44(a), 44(b) and 44(c)</p>	Completed
8 Lighting			
45.	<p>Developer will provide lighting at the Project sufficient to maintain safely lit pedestrian and vehicular areas at night.</p>	<p>The Developer intends to complete a photometric study by the contractors' electrical supplier to ensure that the exterior lighting levels are appropriate and provide typical night-time exterior lighting.</p>	
46.	<p>Developer will use best efforts to ensure that such lighting is Dark Sky Compliant. Developer shall provide that all lighting at the Project be carefully considered and shielded as necessary to:</p> <p>a. Reduce glare and light trespass into neighbors' homes and beyond property lines.</p> <p>b. Reduce light pollution in the night sky.</p>	<p>Dark sky compliant lighting fixtures have been included in the project specifications for all exterior lighting necessary to comply with the requirements below.</p>	

	Commitment	Findings	Status
47.	Developer will maintain light levels that are appropriate to a typical residential neighborhood to ensure comfort and safety at night for all.	The Developer intends to complete a photometric study by the contractors' electrical supplier to ensure that the exterior lighting levels are appropriate and provide typical night-time exterior lighting.	
9 Property Maintenance			
48.	Developer will provide and install rodent-resistant trash cans along Rivard as soon as possible and maintain the through the construction period of the Project.	The Developer intends to install rodent resistant trash cans at the beginning of the construction period.	
49.	Developer will incorporate rodent-resistant trash cans into the landscape and streetscape improvement plans for the Project	Rodent resistant trash cans are included in the project specifications and at the appropriate construction phase the Developer intends to implement.	
50.	Developer will maintain acceptable and appropriate sanitary standards related to controlling and disposing of trash, garbage and recyclables at the Project.	Developer intends to meet acceptable and appropriate sanitary standards for trash, garbage and recycling.	

	Commitment	Findings	Status
51.	Developer will schedule one weed trimming to ground level by mid-October 2018 and a second before demolition some time in 2019, if necessary. Additional weed control measures will be provided by Developer in the event that demolition and/or construction continues past the Spring of 2019.	Weed control was implemented in both 2018 and mid-2019.	Completed
52.	Developer will install a securely tie down, typical construction-type cover over the fencing at the Project.	A fence cover was installed and remains securely tied down through the construction period.	
53.	Developer will make best efforts to recycle construction waste and debris, including recycling of the materials from the demolished building	The Developer intends that the contractor will be required to maintain a waste removal program which will include recycling of construction debris. Majority of the construction waste, debris and materials were recycled.	
10 Site Design			
54.	During the CBO Process, the Project was presented by the Developer to the NAC and the community with specific design standards, including certain specific design and architecture models. Developer shall adhere to and uphold such design standards in the construction of the Project. Should the site design, layout or design standards that were presented by developer during the CBO Process need to materially and/or substantially change, such changes shall not be made until and unless they are approved by the City's Planning and Development Department	Planning and Development has been working with developer on the updated site plan and design of the project.	
55.	Developer shall adhere to and uphold to the design and design standards presented during the CBO Process, included but not limited to: a. Developer will not include any interior ground level parking visible from the street. Any parking spaces that are at the ground level should have a residential/retail liner at the street front.	a. Developer has not included any interior ground level parking visible from the street b. Developer has included neighborhood amenities in the project design. Those amenities include a dog-wash station, bicycle repair station, and	

	Commitment	Findings	Status
	<p>b. neighborhood amenities.</p> <p>c. architectural style compliments the historic neighborhood of Lafayette Park and maintains a balance of different architectural styles within the Project.</p> <p>d. Materials stay consistent with proposed design intent.</p> <p>e. Maintain the urban streetscape while also providing complementary landscaping to the adjacent properties in Lafayette Park.</p>	<p>a fitness center. Given the impacts of COVID-19, the fitness center may be modified or changed to another use and the neighborhood's access to that new use will be reviewed at the appropriate time.</p> <p>c. The Design Plan does consist of an architectural style that compliments the historic neighborhood of Lafayette Park</p> <p>d. The site plan has been modified. Modifications are necessary to achieve a financially feasible project, however materials are more of a variety.</p> <p>e. The Design Plan does include complementary landscaping.</p>	