Coleman A. Young Municipal Center 2 Woodward Avenue, Suite 808 Detroit, Michigan 48226 Phone 313•224•1339 www.detroitmi.gov

October 31, 2025

Detroit City Council Two Woodward Ave., Ste. 1340 Coleman A. Young Municipal Center Detroit, MI 48226

RE: Community Benefits Provision
Detroit City Football Club Development

Honorable City Council:

The City of Detroit ("City"), Detroit Economic Growth Corporation ("DEGC"), and DCFC Holdings, LLC referred to as the ("Developer") have been in discussions to bring an estimated investment of approximately \$150 million dollars to 2301, 2401, 2201 Twentieth Street, 3050 W. Fisher Highway and 3000 Standish Street, Detroit, MI 48216 known as the Detroit City Football Club Stadium. It is anticipated that this project will redevelop the former Southwest Detroit Hospital site from a vacant building and adjacent parcels into a new use resulting in the creation of a 15,000 seat capacity football (soccer) stadium fronting Twentieth Street, together with community-focused retail along Twentieth Street, team offices and other uses ancillary to operating a professional football (soccer) franchise and stadium. Additionally, the project will include a 421-space parking structure and an 76-unit multifamily residential development surrounding the aforementioned parking structure.

Under the City of Detroit Ordinance No. 2021-4 effective as of December 8, 2021 ("Ordinance") and codified in Chapter 12, Article XIII of the Detroit City Code ("Code"), development projects that qualify as a "Tier 1 Development Project" are subject to certain community engagement procedures (the "CBO Process"). The project mentioned – Detroit City Football Club Stadium ("the Project") - is expected to incur an investment of at least seventy-five million (\$75,000,000) and will involve the abatement of more than one million (\$1,000,000) in City taxes. Therefore, the Project qualifies as a Tier 1 Development Project under the Ordinance and is subject to the CBO Process.

The Project was reviewed by a Neighborhood Advisory Council, to ascertain the community's concerns related to any impacts the Project may have on the surrounding community and the ways the Developer plans to address those impacts. A Community Benefits Report was prepared for the Project because of the CBO Process and such report will be submitted herewith in accordance with Section 12-8-3(e) of the Code. (the "Report"). The Developer has agreed to address the concerns raised during the CBO Process by entering into a provision agreement "Community Benefits Provision for Tier 1 Development Projects – Detroit City Football Club Stadium" that is included in the attached resolution (the "Provision").

We hereby request that your Honorable Body adopt the attached resolution that approves the Provision in furtherance of the Project.

Respectfully submitted,

Alexa Bush, Director

Planning and Development Department

CC: Hassan Beydoun, Group Executive – Jobs and Economy

Brittney Hoszkiw, JET Team

Jose Lemus, JET Team

Brandon Lockhart, JET Team

Malik Washington, Mayor's Office

Edwina King, Associate Director of Legislative Affairs and Equitable Development – PDD

Aaron Goodman, Manager of the Community Benefits Ordinance - PDD

RESOLUTION

NOW, THEREFORE BE IT RESOLVED, that the "Community Benefits Provision for Tier 1 Development Projects – Detroit City Football Club Stadium" attached hereto and incorporated herein (the "Provision") is hereby approved by Detroit City Council, and be it further;

RESOLVED, that the PDD Director, or their authorized designee, is hereby authorized to execute the Provision; and be it finally;

RESOLVED, that the Provision will be considered confirmed when executed by the PDD Director, or their authorized designee, and approved by the Corporation Counsel as to form.

COMMUNITY BENEFITS AGREEMENT

(Detroit City Football Club – Alumnifi Field)

THIS COMMUNITY BENEFITS AGREEMENT (this "Agreement") is entered into as of the Effective Date (as defined herein), by and between the CITY OF DETROIT, a Michigan municipal corporation ("City"), acting through its Planning and Development Department, and DCFC Holdings, LLC, a Michigan limited liability company (the "Developer").

RECITALS

- A. Developer, itself or through its subsidiaries, is undertaking the development of 2301, 2401, and 2201 Twentieth Street, Detroit, Michigan 48216 for the construction of: (1) an approximately 15,000 seat capacity football (soccer) stadium fronting Twentieth Street, together with community-focused retail along Twentieth Street, team offices, and other uses ancillary to operating a professional football (soccer) franchise and stadium, and (2) an approximately 421 space parking structure, and (3) an approximately 76 unit multifamily residential development surrounding the aforementioned parking structure (collectively the "Project").
- B. Pursuant to City of Detroit Ordinance No. 2021-4 effective as of December 8, 2021 (the "Community Benefits Ordinance"), and codified in Chapter 12, Article VIII of the 2019 Detroit City Code ("Code"), certain development projects referred to therein as "Tier 1 Development Projects" are required to undergo certain community engagement procedures as set forth in the Community Benefits Ordinance to permit members of the Neighborhood Advisory Council (as defined in the Community Benefits Ordinance) to make Developer aware of concerns related to the Project and discuss methods of addressing concerns raised by the Neighborhood Advisory Council (the "CBO Process").
- C. The Project is expected to incur an investment of at least seventy-five million dollars (\$75,000,000) and to involve the abatement of more than one million dollars (\$1,000,000) in city taxes and qualifies as a Tier 1 Project pursuant to the Community Benefits Ordinance and therefore required to comply with the CBO Process.
- D. From August 21, 2025 to October 23, 2025, the City facilitated and the Developer participated in a CBO Process for the Project with the members of the Neighborhood Advisory Council for the Project (the "NAC"), which members were selected from residents living within the area bounded by Martin Luther King Jr. Boulevard to the north, the Lodge Freeway, Sixth Street, Trumbull Avenue, and Eighth Street to the east, West Jefferson Avenue and the Detroit River to the south, and West Grand Boulevard to the west (the "Impact Area").
- E. Developer, through the CBO process and discussions with the NAC, has committed to provide certain programs, projects and other benefits to address concerns raised by the

- NAC as further described on Exhibit A attached hereto (the "Developer Community Benefits").
- F. The City is willing to provide those certain programs and projects described on Exhibit B attached hereto to address additional concerns raised by the NAC related to City property, programs, and ordinances (the "City Community Benefits").
- G. The City and Developer desire to memorialize their obligations to provide the City Community Benefits and the Developer Community Benefits, respectively.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Developer agree as follows:

- 1. <u>Agreement to Provide Developer Community Benefits</u>. Developer hereby covenants and agrees to construct, operate, or otherwise provide (as appropriate) the Developer Community Benefits, in the manner and as described in <u>Exhibit A</u>. Developer and the City acknowledge and agree that the Developer Community Benefits were agreed upon by the Developer to address concerns raised by the NAC, as required by the Community Benefits Ordinance.
- 2. <u>Agreement to Provide City Community Benefits</u>. The City hereby covenants and agrees to construct, operate, or otherwise provide (as appropriate) the City Community Benefits, in the manner and as described in Exhibit B.
- 3. <u>Continued Community Engagement</u>. As required by Section 12-8-3(g)(3) of the Code, the City will facilitate, and Developer will actively participate, in at least one (1) meeting per calendar year with the NAC for at least five (5) years, provided that if the Project is not completed within five (5) years, at the discretion of the Director of the Planning and Development Department the City may facilitate, and Developer shall actively participate in, additional annual meetings until the Project is completed. The purpose of such meetings will be to discuss the status of the Project, to coordinate the implementation of the Developer Community Benefits, and to discuss any additional concerns raised by the NAC.
- 4. <u>Compliance Reporting: Recordkeeping</u>. Unless a specific Developer Community Benefit provides for more frequent reporting, Developer will submit bi-annual compliance report to the City within thirty (30) days of the end of June and December each calendar year which summarizes Developer's progress on and compliance with the Developer Community Benefits. The City and Developer shall each maintain information pertinent to its activities under this Agreement for at least two (2) years following completion of the last of the buildings being constructed as part of the Project.
- 5. <u>Indemnification</u> Developer agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of (a) any gross negligence or

misconduct of Developer or its agents or employees in the performance of this Agreement, (b) any failure by the Developer to perform its obligations under this Agreement which constitute an Event of Default of Developer hereunder, or (c) any injury to the person or property of the City or of an employee of the City where such injury arises out of the Developer's performance of its obligations under this Agreement.

- 6. <u>Compliance with Laws</u>. Each party hereunder acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law (collectively "<u>Applicable Laws</u>"). No party hereunder will be responsible for ensuring any other party's compliance with Applicable Laws at any time, unless so required under Applicable Laws.
- 7. <u>Nondiscrimination</u>. Developer will, in performing the Developer Community Benefits and its other obligations pursuant to this Agreement, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected or designated classification, in accordance with Chapter 27 of the Detroit City Code and other Applicable Laws.
- 8. Reporting of Alleged Violations of Community Benefits. Developer acknowledges and understands that pursuant to Section 12-8-3(g)(4) of the Code, members of the community may report to the NAC allegations of the Developer's failure to comply with this Agreement. Community members can submit such reports to the City (a) by personal delivery with receipt obtained or by registered or certified first-class mail with return receipt requested at the following address:

City of Detroit, Planning & Development Department 2 Woodward Avenue, Suite 808 Detroit, MI 48226 Attention: Director

Or (b) by e-mail to cboformalcomplaints@detroitmi.gov, or (c) through an online portal available at https://app.smartsheet.com/b/form/5a8f0f2eb7334d2fa9eddb006fc432f6

The City will forward all such reports from community members to the NAC, which may take further action in accordance with Section 12-8-3(g) of the Code.

- 9. <u>Event of Default</u>. The following shall constitute an "<u>Event of Default</u>" under this agreement:
- a. The failure of Developer to perform any of the Developer Community Benefits as and when provided in Exhibit A attached hereto, or any other default by Developer in the performance of the terms of this Agreement, which default or failure is not cured within sixty (60) days after the City's delivery of written notice of such failure or default to Developer, provided,

however, that if the nature of Developer's failure or default is such that it cannot be reasonably cured within such sixty (60) day period, and Developer commences such cure within said sixty (60) day period and thereafter diligently pursues such cure to completion, then such failure or default shall not constitute an Event of Default hereunder unless Developer fails to cure the same within one hundred twenty (120) days of the City's original delivery of notice of such failure or default.

- b. The failure of the City to perform any of the City Community Benefits as and when provided in Exhibit B attached hereto, or any other default by the City in the performance of the terms of this Agreement, which default or failure is not cured within sixty (60) days after the Developer's delivery of written notice of such failure or default to the City, provided, however, that if the nature of the City's failure or default is such that it cannot be reasonably cured within such sixty (60) day period, and the City commences such cure within said sixty (60) day period and thereafter diligently pursues such cure to completion, then such failure or default shall not constitute an Event of Default hereunder unless the City fails to cure the same within one hundred twenty (120) days of the Developer's original delivery of notice of such failure or default.
- c. The failure to construct improvements on or renovate the improvements on the parcels listed on <u>Schedule 1</u> which are contemplated as part of the Project as of the date of this Agreement shall not be a basis for default hereunder.
- 10. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party shall have the right to pursue and enforce specific performance of the covenant or obligation which the defaulting party failed to perform, it being agreed that the Developer Community Benefits and the City Community Benefits represent ways of addressing specific concerns raised by the residents of the Impact Area and that monetary damages may be inadequate to address such concerns. Developer further agrees to comply with the enforcement and mitigation process of Section 12-8-3(g) of the Code and to cooperate in any investigation or hearings by the Enforcement Committee (as defined in the Community Benefits Ordinance) or the Detroit City Council.
- 11. <u>Effective Date; Term.</u> This Agreement shall be effective upon the issuance of a Commercial Rehabilitation Exemption Certificate and (if applicable) a Neighborhood Enterprise Zone Certificate for one or more of the Properties ("<u>Effective Date</u>"). This Agreement will remain in effect until (a) completion of the Project, (b) Developer's satisfaction of all of the Developer Community Benefits, and (c) the City's satisfaction of all of the City Community Benefits.
- 12. <u>Amendments</u>. No amendment to this Agreement will have any force or effect against either Party unless it is in writing, expressly refers to this Agreement, is fully executed by the duly authorized representative of the City (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit) and Developer, and is approved by the City of Detroit Law Department.
- 13. <u>Notices</u>. All notices, requests, notifications, and other communications (collectively, "<u>Notices</u>") related to this Agreement shall be given in writing, signed by an authorized representative of the Party and sent by United States mail, registered or certified, return receipt requested, postage prepaid, or sent by express, overnight courier to the respective parties at the

addresses listed below, and shall be deemed delivered one (1) business day after the delivery or mailing date:

If to the City: City of Detroit

Planning & Development Department

2 Woodward Avenue, Suite 808

Detroit, MI 48226 Attention: Director

With a copy to: City of Detroit, Law Department

2 Woodward Avenue, Suite 500

Detroit, MI 48226

Attention: Corporation Counsel

If to Developer: DCFC Holdings, LLC

3401 East Lafayette Street Detroit, Michigan 48207 Attention: Sean Mann

With a copy to: Winthrop & Weinstine

Attention: Bill Burdett

225 South Sixth Street, Suite 3500 Minneapolis, Minnesota 55402

Either Party to this Agreement may change its address and/or point of contact for the receipt of Notices at any time by giving written Notice thereof to the other party in accordance with this Section.

14. Miscellaneous.

- a. The City and the Developer are independent of each other and do not intend, as a result of this Agreement or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Agreement.
- b. The City and Developer acknowledge and agree that this Agreement, and the performance of the obligations hereunder, is intended to satisfy the requirements of the Community Benefits Ordinance and the CBO Process.
- c. This Agreement sets forth Developer's intended activities to address impacts on the community by the Project in accordance with the Ordinance. The Developer may not delegate or assign this Agreement, or any portion thereof, either voluntarily or involuntarily, or by operation of law.
- d. In the event of enforced delay in the Developer's performance of its obligations under this Agreement due to unforeseeable causes beyond its control and without its fault or

negligence, including, but not restricted to, acts of God or of the public enemy, fires, floods, or severe weather, the time for performance of such obligations shall be extended for the period of the enforced delays, but in no event more than one hundred eighty (180) days; provided that the Developer must within thirty (30) days after the beginning of such enforced delay, have first notified the City in writing of the causes thereof and requested an extension for the period of the enforced delay. If there is any dispute as to what constitutes such *force majeure* event, the determination of the City will control.

- e. This Agreement will be governed by the laws of the State of Michigan, excluding its choice of laws rules. Any legal suit, action or proceeding arising out of this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of Michigan, in each case located in the City of Detroit and County of Wayne, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- f. If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining provisions of the Agreement will continue in full force and effect.
- g. This Agreement may be executed by the parties in counterparts which shall be considered as one fully executed agreement. Executed copies of this Agreement may be delivered between the parties via electronic means including electronic mail. The parties intend that this Agreement may be executed by either or both of the parties by means of the affixing of a digital signature or by other electronic means, in accordance with the Michigan Uniform Electronic Transactions Act (MCL 450.831 et seq.).
- h. Notwithstanding anything in this Agreement or otherwise to the contrary, this Agreement shall be of no force or effect and may not in any way be enforced against the City, and the City is not authorized or obligated to perform any of its obligations pursuant to this Agreement unless and until this Agreement has been fully executed by the duly authorized representative of the City pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and approved by the City of Detroit Law Department. Any amendments or modifications must likewise be duly authorized by resolution of the City Council as approved by the Mayor, and be approved by the Law Department.

[Signature pages follow.]

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Community Benefits Agreement as of the Effective Date

DEVELOPER:

DCFC HOLDINGS, LLC, a Michigan limited liability company

By: Sean Mann

Its: Manager

[SIGNATURE PAGE TO COMMUNITY BENEFITS AGREEMENT]

CITY:

CITY OF DETROIT,

a Michigan municipal corporation

By:_____

Name: Alexa Bush

Its: Director, Planning and Development

Department

THIS AGREEMENT WAS APPROVED BY THE CITY COUNCIL ON:

APPROVED AS TO FORM BY LAW DEPARTMENT PURSUANT TO § 7.5-206 OF THE CHARTER OF THE CITY OF DETROIT

	RMaNey 10/31/2025
Date	(x11/a, eff 10/31/2015
	Coporation Counsel Date

EXHIBIT A

DEVELOPER COMMUNITY BENEFITS

Safety and Inclusion

- 1. Prior to the completion of construction of the Project, Developer will create a stadium fan plan for all Detroit City Football Club ("<u>DCFC</u>") games and events to ensure the safety of entry/exit points, crowd management, clear communications systems and emergency procedures outlined with implementation strategy.
- 2. For the duration of the term of this Agreement, Developer will not use facial-recognition software on Developer's stadium property and parking lots owned by Developer, except in the event that Developer implements (a) a commercially reasonable facial-recognition technology to verify secure site access or for staff management, or (b) implementation of a commercially reasonable ticketing system implemented by third party vendors who may use facial-recognition software, but only if participants opt-in to such facial recognition technology.
- 3. During the first two (2) years of stadium operations, Developer will collaborate with existing organizations to host at least one annual "Know Your Rights" trainings for staff and stadium employees.

Construction and Monitoring

- 4. As part of construction of the Project, and prior to opening of the project for its inaugural season, Developer will cause any sidewalks damaged by construction of the project to be repaired or replaced in a manner that complies with then applicable building codes and accessibility requirements of the Americans with Disabilities Act of 1990, as amended (the "ADA").
- 5. Developer will make commercially reasonable efforts to provide notices via site signage, neighborhoods email list, and project update website at least 48 to 72 hours prior to any road and sidewalk closures and share other pertinent project specific information to allow residents easy access to updates.
- 6. Developer will cause its demolition and construction contractors to follow all required signage and postings requirements of the City of Detroit.
- 7. Developer will cause its demolition and construction contractors to submit and comply with a dust mitigation plan as required by Detroit City Code, including watering down the Project site periodically during demolition. Developer will make the dust mitigation plan publicly accessible via the project update website.
- 8. Developer will use reasonable efforts to limit construction activities at the Project site to between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. While construction progress may occasionally require work outside these hours, Developer will make best efforts to provide notice of such activities—occurring before 7:00 a.m., after 6:00 p.m., or on weekends—on the project website when feasible.
- 9. Developer will comply with Executive Order 2024-2 to the extent that the buildings being constructed as part of the Project are "publicly funded construction projects" as defined by Executive Order 2024-2, including the requirement that at least fifty-one percent (51%) of

the workforce for the Project be bona-fide Detroit residents (as defined by Executive Order 2024-2).

Environmental Quality, Sustainability, and Neighborhood Livability

- 10. Within six (6) months of the Effective Date, Developer will use commercially reasonable efforts to work with the City of Detroit and CPKC (the owner of the railroad) to establish an improvement plan for the 20th Street Viaduct, with the goal of appropriate enhancements being implemented in conjunction with the stadium opening. The improvement plan will be distributed to the NAC for review and comment prior to implementation.
- 11. Developer will create a waste management, recycling, and composting plan with its food vendors that prioritizes the use of Detroit-based recycling and composting organizations.
- 12. Developer, in coordination with its Architect and pursuant to suggestions provided by the Detroit Bird Alliance, will use commercially reasonable efforts to incorporate bird-friendly features into its design of the Project.
- 13. As part of its construction of the Project, Developer will adopt and implement on-site stormwater management practices in accordance with the City of Detroit's Post-Construction Stormwater Ordinance including collecting surface and field runoff while promoting water infiltration and irrigation.
- 14. Developer will work with its design and engineering teams to create comprehensive "green" practices on the Project site and any related parking lots owned by Developer that meets or exceeds landscaping and screening requirements of Chapter 50 of the 2019 Detroit City Code (the "City Zoning Ordinance").
- 15. Prior to commencement of the inaugural season at the Project, Developer will commission an acoustics study to mitigate any noise impacts to residential areas. Developer will comply with all local sound ordinances and actively monitor levels during events.

Small Business Support

- 16. For at least five (5) years after the stadium opens, Developer, through its selected concessionaire and retail space management vendors, will partner with existing Detroit-Based small business support organizations to prepare vendors for potential stadium opportunities.
- 17. For at least five (5) years after the stadium opens, Developer will lease at least one retail suite at the stadium to a local community non-profit to serve as a small business incubator for Detroit businesses.
- 18. Developer will commit a one-time amount of Two Hundred Thousand Dollars (\$200,000) to a low-interest revolving loan fund administered in partnership with a local community development non-profit to support small businesses in the impact area for a period of at least five (5) years after the stadium opens, or such time when the committed amount has been deployed or exhausted. Such low-interest revolving loan fund will focus on Detroit small businesses in and around the Impact Zone growing out of the small businesses incubator identified in the preceding paragraph.

- 19. For at least five (5) years after the stadium opens Developer, its concessionaire and any retail partners will incorporate Detroit-based vendors in at least half of their respective outside vendor opportunities.
- 20. For at least twelve (12) years after the stadium opens Developer will work with the Detroit Economic Growth Corporation and Detroit At Work to publish employment opportunities to Detroiters.

Culture, Community Appreciation, and Historic Value

- 21. Commencing in 2027 and continuing for twelve (12) years, Developer will contribute \$100,000 annually (which annual contribution shall be adjusted each year equal to the annual inflation rate in the consumer price index published by the Bureau of Labor and Statistics, but not to exceed five percent (5%) annually), for a total of \$1,200,000 (as may be increased by inflation as provided herein) to organizations that specialize in safe and habitable homes, cultural programming, and youth and education programs, with the first contribution to be determined by October 1, 2026. Grants will be made from the Developer's contributed funds to organizations serving the Impact Area as well as Census Tract 5234 for the purpose of furthering the mission or programs of such organizations, or for the creation of programs benefitting residents residing in the Impact Area and Census Tract 5234. Selections of which organizations receive the foregoing contributions will be determined by the NAC in consultation with the Developer.
- 22. As part of construction of the Project, Developer will invest or cause to be invested a minimum of \$50,000 for artist installations/murals displayed in public areas of the Project that recognize and memorialize the history of Detroiters in the Impact Area and adjacent communities, and honors the legacy of Southwest Hospital.
- 23. Developer will continue its support for local community and neighborhood organizations through regular events in partnership with members of the impact zone and adjacent communities.
- 24. For twelve (12) years after the stadium opens, Developer will provide three thousand tickets to events at the Project per year for free to residents of the Impact Area, residents of adjacent neighborhoods to the Impact Area, and organizations based in the Impact Area and adjacent neighborhoods. This allocation, valued at approximately \$60,000 per year, totaling roughly \$720,000 in community ticket value over the abatement term.
- 25. Developer will commit to a structured mentorship program for Detroit youth—developed in partnership with Detroit Public Schools Community District and made available to a reasonable number of high-school-aged students living in Detroit—to support pathways to success in sports and sports-adjacent careers, including access to scholarships and higher-wage career opportunities. Developer will commence operation of this program by the time the stadium opens.
- 26. For at least twelve (12) years after the stadium opens, Developer will have designated staff member(s) to serve as a community liaison(s) tasked with responding to community questions and providing updates on events and operations to residents of the Impact Area and adjacent neighborhoods. Service as a community liaison need not be the staff member's full time role within the organization and the community liaison can serve other roles within the organization.

Youth and Education

- 27. Developer will invest or cause to be invested a minimum of \$100,000 to construct a new mini pitch within the Impact Area for use by residents of the City of Detroit. Such construction will be completed by December 31, 2028.
- 28. Developer will use commercially reasonable efforts, such as hosting soccer clinics, camps, and other programs, to work with the City of Detroit to support programmatic offerings with Detroit Parks & Recreation Youth Soccer Programs, as well as other non-profits, to increase participation in existing soccer programs, including supporting youth soccer programming within the Impact Area.

Parking, Mobility and Transit

- 29. Developer will comply with all parking requirements of City Zoning Ordinance for at least a minimum number of the required parking spaces. As part of Developer's annual updates, and thereafter as part of Developer's reporting requirements, Developer will provide a report to the community and the City of the parking agreement entered into by the Developer and third parties, including details on location of parking lots and quantities of parking spaces to ensure transparency to residents and local stakeholders.
- 30. For at least twelve (12) years after the stadium opens, Developer will publish the DCFC regular season match schedule at least four (4) months prior to stadium matchdays, and will work with both municipal and neighborhood stakeholders to communicate traffic and parking plans. Developer will share recommended transit and parking suggestions via DCFC's website and stadium channels as needed.
- 31. Within 5 months of the Effective Date, Developer will work with the City to develop a traffic management plan to be implemented in conjunction with the stadium opening. Developer will re-evaluate its traffic management plan within one (1) year of stadium opening.
- 32. Developer will construct bicycle parking at the Stadium to handle bicycle parking demands. Developer will monitor traffic and transit to stadium events for up to three (3) years after opening of the Project to ensure Developer has adequate bicycle parking options.
- 33. Developer will create an incentive program for individuals that use public transit or non-motorized methods of transportation to attend DCFC matches at the stadium. Developer will implement the incentive program in conjunction with the opening of the stadium and will operate the program for at least three (3) years. At least annually, Developer will report the number of participants utilizing the incentive program, and Developer will adjust the incentive program on an annual basis if utilization does not increase use of public transit or non-motorized methods of transportation to attend DCFC matches at the stadium.
- 34. As part of construction of the Project, Developer will include covered bicycle storage for residents of the residential portion of the Project and for stadium staff.
- 35. Developer will construct at least four (4) wayfinding signs at the stadium and adjacent Developer-owned parking lots on Standish & 20th streets to promote directional wayfinding towards nearby neighborhood business districts (e.g. Michigan, Vernor, Bagley, etc).

Jobs, Wages and Labor Practices

- 36. Within one year of stadium opening, Developer will conduct an employee transportation survey for stadium employees, and following such study will use commercially reasonable efforts to work to develop a plan with the Detroit Department of Transportation and SMART to identify transit solutions for stadium employees for at least three (3) years. At least annually, Developer will report the number of participants utilizing any such plan, and Developer will adjust the plan on an annual basis if utilization does not increase use of public transit or non-motorized methods of transportation.
- 37. During construction of the Project and for at least twelve (12) years after opening of the stadium, Developer will use commercially reasonable efforts to work with the City of Detroit's Detroit at Work program to hire qualified Detroit residents for available job opportunities related to the construction, development, management, and operation of the stadium and the Project.
- 38. For a minimum of twelve (12) years after opening of the stadium, Developer will support union neutrality (no card check mandate) for stadium employees, and will adopt other fair hiring practices such as "ban the box" policies which prohibit inquiring about prior convictions before interviewing a potential job candidate.
- 39. Commencing no later than January 1, 2027, and continuing for a period of not less than twelve (12) years after completion of stadium construction, and subject to Applicable Laws regarding nondiscrimination in employment, and existing labor agreements, Developer will provide a first-review priority for job applicants from the Impact Area and adjacent neighborhoods including zip codes 48216, 48208, 48210, 48209, followed by a second review priority for all Detroit resident applicants, in an effort to prioritize local hiring for temporary and permanent non-construction jobs created by the stadium development. Within six (6) months of the Effective Date, Developer shall adopt policies implementing this job review priority and shall provide a copy of such policy to CRIO.
- 40. Developer will host at least one job fair for construction related jobs within six (6) months of the Effective Date, and will host at least one job fair for stadium related jobs and at least three (3) months prior to opening of the stadium.
- 41. For at least five (5) years after the stadium opens, Developer will pay hourly stadium staff which it employs (which will include the concessionaire, but will not include independent, local food vendors doing business in or around the stadium) at least seventeen dollars (\$17) per hour, with regular review intervals.

Housing

- 42. For a period of at least three (3) years after the opening of the stadium, Developer will use commercially reasonable efforts to support the City of Detroit Street Outreach Team and/or other local expert agencies to offer support to the unhoused population within the Impact Area and directly adjacent to the stadium. Such support may be in the form of organizing volunteer events with DCFC staff to support the Street Outreach Team and other organizations, providing space for other organizations to train staff regarding engagement with unhoused persons, and in-kind contributions of food or supplies for unhoused persons.
- 43. Prior to commencing construction of the residential development of the Project, Developer shall execute an affordable housing restriction in favor of the City of Detroit, or a regulatory

agreement with the Michigan State Housing Development Authority, which commits to renting residential units at that are part of the residential development at an average affordability of sixty percent (60%) of area median income, with at least four (4) two-bedroom units being affordable to families earning up to fifty percent (50%) of area median income.

- 44. Developer will ensure that affordable units at the community supported residential development are marketed to residents in the Impact Area and adjacent neighborhoods.
- 45. During the construction of the residential development, Developer will work with an architect experienced in the area of disability accessibility to ensure that all housing units comply with applicable federal, state, and local laws regarding accessibility.

Communication and Transparency

46. During the term of this agreement, Developer will establish and maintain avenues for communicating with residents of the Impact Area and adjacent neighborhoods, including (a) an e-mail list to provide opt-in updates to community members who elect to subscribe to such list, (b) a website for the Project, where Developer will post construction and event schedules, reports, job or procurement opportunities, and other project updates, (c) a phone number, which will be posted at the Project site during construction and which residents can call to report concerns, and (d) site signage, where Developer will post construction updates, hiring events, and other opportunities.

EXHIBIT B

CITY COMMUNITY BENEFITS

- 1. Within six (6) months of the Effective Date, the City, through its Department of Public Works, will evaluate street beautification and safety improvements along (a) West Vernor between Newark/18th Street and West Grand Boulevard (along which the City recently upgraded lighting and replaced sidewalks) and (b) Bagley Street between 16th Street and West Grand Boulevard (where the City recently finished a streetscape between Fisher Service Drive and 24th Street). These streets will be included in the Street Improvement Plan which includes hosting public meetings and soliciting design feedback from residents of the Impact Area, adjacent neighborhoods, and other stakeholders. Potential improvements may include, but are not limited to, additional signage, landscaping. lighting, pavement markings, or signalization in line with complete streets principles as outlined in the City's Streets for People Transportation Plan and Street Design Guidelines. The City, through its Department of Public Works, will also assess the intersections along the corridor for vehicular and pedestrian and bicyclist safety improvements. Final plans for any such improvements will be shared with the NAC after any public meetings and necessary studies are completed. These improvements will be implemented before the stadium opens. The City, through its Department of Public Works, will re-evaluate safety improvement and traffic plan within one (1) year of stadium opening, and work to address shortcomings that may be identified by such reevaluation.
- 2. The City, through its Department of Public Works will resurface 20th Street between Michigan Avenue and Newark Street at conclusion of construction of the Project.
- 3. The City will support the Michigan Department of Transportation's efforts to redevelop Michigan Avenue between I-96 and Cass Avenue pursuant to community engagement efforts conducted by MDOT between September 2023 and April 2025 as part of the Planning Environmental Linkages Study.
- 4. The City, through its Planning and Development Department, will perform an update to the Greater Corktown Neighborhood Parking Study conducted in 2020, to address long-term parking impacts of the stadium and other heavy parking users in the area, and present draft recommendations to residents of the Impact Area and adjacent neighborhoods by December 31, 2025.
- 5. The City, through its Planning and Development Department along with relevant staff from the Mayor's Office or other City departments and agencies, will convene meetings with Impact Area stakeholders to understand and evaluate policy tools for leveraging economic development for community benefit in the Impact Area. Policy tools to explore may include, but are not limited to, Business Improvement Zones, Transportation Innovation Zone, and Traditional Main Street Overlay. The City will convene at least three (3) meetings and will consult with the NAC to identify participating stakeholders, such as neighborhood associations, and business associations serving the Impact Area. A final report with recommended policy actions shall be delivered to the NAC and City Council within twelve (12) months of Council approval of the DCFC Community Benefits Agreement.